

CITATION: [2011] NTMC 043

PARTIES: POLICE

v

NOUVELLE DENISE REED

TITLE OF COURT: Summary Jurisdiction

JURISDICTION: Criminal

FILE NO(s): 21028724

DELIVERED ON: 31 October 2011

DELIVERED AT: Darwin

HEARING DATE(s): 7, 8, 28 & 29 March 2011, 17, 18 & 19
May 2011 & 31 August 2011

JUDGMENT OF: Mr Daynor Trigg SM

CATCHWORDS:

Circumstantial evidence - *Barca v The Queen (1975) 133 CLR 82*;
Shepherd v The Queen (1990) 170 CLR 573

REPRESENTATION:

Counsel:

Prosecution: Ms Armitage
Defendant: Mr P Elliott

Solicitors:

Prosecution: DPP
Defendant: Nil

Judgment category classification: B
Judgment ID number: [2011] NTMC 043
Number of paragraphs: 172

IN THE COURT OF SUMMARY JURISDICTION
AT DARWIN IN THE NORTHERN
TERRITORY OF AUSTRALIA

No. 21028724

[2011] NTMC 043

BETWEEN:

POLICE
Complainant

AND:

NOUVELLE DENISE REED
Defendant

REASONS FOR DECISION

(Delivered 31 October 2011)

Mr Daynor Trigg SM:

1. On 6 September 2010 Nouvelle Denise Reed was charged on information with the following offences:

On the 5th March 2009

At Darwin in the Northern Territory of Australia

1. by a deception obtained property, namely \$100, of another, namely the Northern Territory of Australia.

Contrary to *section 227(1)(a) of the Criminal Code*.

AND FURTHER

On the 5th March 2009

At Darwin in the Northern Territory of Australia

2. being a person employed in the public service furnished a statement, namely, a petty cash reimbursement form dated 5/3/09, knowing it to be false in a material particular.

Section 81 of the Criminal Code.

AND FURTHER

Between the 27th January 2010 and 5th March 2010

At Darwin in the Northern Territory of Australia

3. by a deception obtained property, namely the use of a Darwin City Council car-parking bay:

Contrary to *section 227(1)(a) of the Criminal Code.*

AND FURTHER

On the 8th February 2010

At Darwin in the Northern Territory of Australia

4. being a person employed in the public service furnished a statement, namely, submitted transaction summary form 112647, knowing it to be false in a material particular.

Section 81 of the Criminal Code.

AND FURTHER

Between the 28th April 2010 and 6th May 2010

At Darwin in the Northern Territory of Australia

5. by a deception obtained property, namely a head cap brand name "Aerial" to the value of \$16.95, of another, namely the Northern Territory of Australia:

Contrary to *section 227(1)(a) of the Criminal Code.*

AND FURTHER

On the 6th May 2010

At Darwin in the Northern Territory of Australia

6. being a person employed in the public service furnished a statement, namely, submitted transaction summary form 117092, knowing it to be false in a material particular.

Section 81 of the Criminal Code

2. This matter was allocated for a 2 day hearing before Mr Cavanagh SM commencing on 7 March 2011. It appears that the matter was not listed in

court before Mr Cavanagh SM at any time prior to the hearing. Mr Cavanagh SM disqualified himself on the first day of hearing and then stood the matter down. Hence the file was directed to myself. The matter commenced before me at 12 noon, and at that time Reed pleaded not guilty to all 6 charges.

3. The prosecution case proceeded before me on 7, 8, 28 & 29 March 2011 & 18 May 2011. The prosecution closed their case in the afternoon of 18 May 2011, and on 19 May 2011, Mr Elliott (counsel for Reed) made a no case submission in relation to all of the charges herein. After hearing argument I reserved my decision until 22 June 2011 when I delivered a written decision (see [2011] NTMC 007). In that decision I found that there was no case to answer on charges 2, 4 and 6 and accordingly I dismissed each of those charges. I found a case to answer on charges 1, 3 and 5.
4. The matter was then adjourned to 31 August 2011 to continue with the evidence herein. On that date the defence called no evidence and final submissions were made. I then reserved my decision, which I now deliver, on the remaining charges herein.
5. Ms Armitage (counsel for the prosecution) provided an opening of the prosecution case, and also provided a written document headed "Elements & Particulars" following a request for particulars by Mr Elliott and as an aide to the court. This document stated (in relation to the remaining charges) as follows:

Count 1

1. **By a deception:** by making a petty cash claim the defendant was asserting that she had expended \$100 for official work related purposes whereas she had in fact expended the money on a gift of car parking to her sister who was not entitled to a work allocated car park.
2. **Obtained property as a result:** as result of that deception, \$100 cash was given to the defendant from petty cash by Nikki Taylor-Feint.

Count 3

1. **By a deception:** by using the CCC the defendant was asserting that the purchase was an official approved business purchase and not a personal, non-work related purchase.
2. **Obtained a benefit as a result:** the defendant obtained the use of Darwin Council car parking bay for her sister.

Count 5

1. **By a deception:** by using the CCC the defendant was asserting that the purchase was an official approved business purchase and not a personal, non-work related purchase.
2. **Obtained property as a result:** the defendant obtained possession or control of an Aerial brand head cap.

6. *Section 227* of the *Criminal Code* states (and I have included the whole of subsections (1) to (2), but not (3) and (4)) as follows:

(1) Any person who by any deception:

(a) obtains the property of another; or

(b) obtains a benefit (whether for himself or herself or for another),

is guilty of a crime and is liable to the same punishment as if he or she had stolen the property or property of equivalent value to the benefit fraudulently obtained (as the case may be).

(1A) In subsection (1), **benefit** includes any advantage, right or entitlement.

(2) For the purposes of subsection (1), a person **obtains property** if he obtains ownership, possession or control of it and **obtains** includes obtaining for another and enabling another to obtain or retain.

7. As to the mental element of the offences herein, namely the “deception” that word is defined in *section 1* of the *Criminal Code* as follows:

deception:

(a) means intentional deception by word or conduct as to fact or law and includes a deception as to the present intention of the person using the deception or another person; and

(b) includes an act or thing done or omitted to be done with the intention of causing:

(i) a computer system; or

(ii) a machine that is designed to operate by means of payment or identification,

to make a response that the person doing or omitting to do the act or thing is not authorised to cause the computer system or machine to make.

8. Accordingly, the prosecution must prove in relation to each of charges 1, 3 and 5 that Reed's words or conduct were an "intentional deception". In this regard the prosecution rely upon the surrounding facts to attempt to prove this deceptive intent. Reed makes no admissions in her EROI to having any intention to deceive. Nor is there any evidence to suggest that she ever admitted any such intent to any witness in the case. Hence, the prosecution are asking the court to find this criminal intent from all the facts and circumstances of the case.
9. In the High Court decision of *Barca v The Queen (1975) 133 CLR 82*, in the plurality judgment of Gibbs, Stephen and Mason JJ, their Honours said at page 104:

When the case against an accused person rests substantially upon circumstantial evidence the jury cannot return a verdict of guilty unless the circumstances are "such as to be inconsistent with any reasonable hypothesis other than the guilt of the accused": *Peacock v. The King [1911] HCA 66; (1911) 13 CLR 619, at p 634*. To enable a jury to be satisfied beyond reasonable doubt of the guilt of the accused it is necessary not only that his guilt should be a rational inference but that it should be "the only rational inference that the circumstances would enable them to draw": *Plomp v. The Queen [1963] HCA 44; (1963) 110 CLR 234, at p 252 ; see also Thomas v. The Queen [1960] HCA 2; (1960) 102 CLR 584, at pp 605-606*. However, "**an inference to be reasonable must rest upon something more than mere conjecture**. The bare possibility of innocence should not prevent a jury from finding the prisoner guilty, if the inference of guilt is the only inference open to reasonable men **upon a consideration of all the facts in evidence**." (*Peacock v. The King (1911) 13 CLR, at p 661*). These principles are well settled in Australia. (emphasis added)

10. I understand this case to mean that it is not for the prosecution to have to anticipate and meet every possible hypothetical inference that might be arguable in a case. This would put an unreasonable (and often impossible) burden on the prosecution, and unnecessarily drag out trials with irrelevant non-existent issues. Rather, the prosecution need only address issues that are specifically raised on the evidence in the case. For example in every identification case it is not necessary for the prosecution to investigate and call evidence to show that an accused does not have an identical twin (or if he or she did, where they were at the relevant time). This would only arise when the possibility of it being relevant was raised on the evidence in the case.
11. In the High Court decision of *Shepherd v The Queen* (1990) 170 CLR 573, Dawson J said the following at pages 579-580:

3. I mention those cases, not to criticize the direction given by the trial judge, but to remark that in none of them was it suggested that, where the prosecution relies upon circumstantial evidence, an inference of guilt can properly be drawn only from facts which have been proved beyond reasonable doubt. Nor was it suggested that the jury should be given a direction to that effect. For my part, I do not think that either of those propositions is correct, but it is submitted on behalf of the applicant that both were laid down by a majority in *Chamberlain*. I believe that a close examination of the judgments in *Chamberlain* does not bear out the submission, but before turning to that case it is desirable that I indicate my own view.

4. Circumstantial evidence is evidence of a basic fact or facts from which the jury is asked to infer a further fact or facts. It is traditionally contrasted with direct or testimonial evidence, which is the evidence of a person who witnessed the event sought to be proved. The inference which the jury may actually be asked to make in a case turning upon circumstantial evidence may simply be that of the guilt of the accused. However, in most, if not all, cases, that ultimate inference must be drawn from some intermediate factual conclusion, whether identified expressly or not. Proof of an intermediate fact will depend upon the evidence, usually a body of individual items of evidence, and it may itself be a matter of inference. More than one intermediate fact may be identifiable; indeed the number will depend to some extent upon how minutely the elements of the crime in question are dissected, bearing in mind that the ultimate burden which lies upon the prosecution is the proof of those elements. For example, with most crimes it is a necessary

fact that the accused was present when the crime was committed. But it may be possible for a jury to conclude that the accused was guilty as a matter of inference beyond reasonable doubt from evidence of opportunity, capacity and motive without expressly identifying the intermediate fact that the accused was present when the crime was committed.

5. On the other hand, it may sometimes be necessary or desirable to identify those intermediate facts which constitute indispensable links in a chain of reasoning towards an inference of guilt. Not every possible intermediate conclusion of fact will be of that character. If it is appropriate to identify an intermediate fact as indispensable it may well be appropriate to tell the jury that that fact must be found beyond reasonable doubt before the ultimate inference can be drawn. But where - to use the metaphor referred to by Wigmore on Evidence, vol.9 (Chadbourn rev. 1981), par.2497, pp 412-414 - the evidence consists of strands in a cable rather than links in a chain, it will not be appropriate to give such a warning. It should not be given in any event where it would be unnecessary or confusing to do so. It will generally be sufficient to tell the jury that the guilt of the accused must be established beyond reasonable doubt and, where it is helpful to do so, to tell them that they must entertain such a doubt where any other inference consistent with innocence is reasonably open on the evidence.

6. As I have said, the prosecution bears the burden of proving all the elements of the crime beyond reasonable doubt. That means that the essential ingredients of each element must be so proved. It does not mean that every fact - every piece of evidence - relied upon to prove an element by inference must itself be proved beyond reasonable doubt. Intent, for example, is, save for statutory exceptions, an element of every crime. It is something which, apart from admissions, must be proved by inference. But the jury may quite properly draw the necessary inference having regard to the whole of the evidence, whether or not each individual piece of evidence relied upon is proved beyond reasonable doubt, provided they reach their conclusion upon the criminal standard of proof. Indeed, the probative force of a mass of evidence may be cumulative, making it pointless to consider the degree of probability of each item of evidence separately.

12. I bear these cases in mind in my considerations herein. As will appear later in these reasons, Reed took part in an EROI (ExP42). During that she was asked various questions and gave various responses in relation to the matters the subject of the charges herein (and these matters will be set out in more detail later in these reasons). In her EROI she clearly asserted that "I was unaware of what I was coming in for" (T2.1) and accordingly her

responses were “off the cuff”. But, the only person who could tell me what she was thinking (or why she did something) was Reed herself, and during her EROI she has purported to do so. However, as I understand Mr Elliott’s submissions, he suggests that despite what Reed said in her EROI I can assume she was mistaken, and look at the actually facts as proved and find other explanations consistent with innocence. I do not understand this to be in accordance with the law (as set out above).

13. If Reed had not taken part in an EROI, and I had nothing before me as to her actual reasons or intent, then I accept that I would then have to look at all the facts in the case in order to ascertain what her intent was. And if there was (on the evidence) a reasonable hypothesis consistent with her innocence, then Reed would be entitled to the benefit of it. But, in my view, where Reed has offered an explanation of her reasons or intent, then that stands as evidence in the case. The only person who can tell me that her stated reasons or intent were wrong is Reed herself. If she does not do so (accepting that she has no evidential burden) then I do not understand why the court should (or could) speculate on alternative reasons or intent (different to what Reed said) that were not actually in evidence.
14. I now turn to consider the relevant facts herein. Firstly I will consider the background facts, and then the facts leading up to and involving each charge in turn.

BACKGROUND FACTS GENERALLY

15. The Accounting and Property Manual as at July 2002 (Exp31) stated in section 24.2.1 that “car parking” was one of the “benefits provided by Agencies that are considered to be Fringe Benefits if provided to an employee and or their associates”. Jamie O’Brien stated in his evidence (T185) that although this document has been updated this was the version that was in force as at the relevant times of the matters presently before the court. In her evidence, Rosemary Hallett said that section 6 of this Manual (Exp3) came into effect in 2002 and continued in effect until August

2010. In my decision on the no case submission ([2011] NTMC 007) at page 35 I noted:

I digress to note that the submission in relation to section 6 is contentious. ExP32 was a copy of what purported to be the “Accounting and Property Manual” with an instrument of authorisation dated 2 March 2006 (purportedly under the hand of Paul White as “accountable officer, NT Police, Fire and Emergency Services”). Clearly section 6 headed “procurement” formed part of that document. However on 10 July 2009 (therefore prior to charges 3 to 6 arising) there was an updated “Accounting and Property Manual” (ExD1) which had re-numbered sections and the section headed “Procurement” did not make it’s way into this document at all, but appeared in the index as “(under construction)”. Whilst Ms Hallett expressed the view in her evidence that this meant the previous part of the Manual therefore continued, I found her opinion not to be compelling on the evidence thus far.

16. Now that the evidence has concluded, I still find Hallett’s evidence in relation to section 6 not to be compelling. I am unable to be satisfied beyond all reasonable doubt that this section was in fact in force at the times relevant to any of the charges herein. If it was still in force, it would be open to a reasonable person who had received a copy of ExD1, to assume that it wasn’t. It was “under construction”. In my view, a reasonable reading of this would suggest that it would be added at a later date, once it had been constructed. If section 6 continued in force (even if a change to it’s wording was being contemplated) then I would have expected it to still appear in ExD1. It did not.
17. Some time in 2005 Reed sat and passed the “pre-requisite knowledge test” (T320). She later attended the “leadership development program”, and ExP48 was the program that was being taught when she attended (T323).
18. On 2 October 2006 Reed signed an application (ExP12) for a corporate credit card (hereinafter referred to as “CCC”). On the same date she signed a certificate of identity (ExP12) and acknowledged:

“I acknowledge that use of the Card issued will be governed by Conditions of Use which will accompany the Card and by which I agree to be bound.”

And:

“I further acknowledge that the Card will only be used by me for business purposes, and not for private personal purposes under any circumstances.”

19. In my view, there is nothing surprising about his last paragraph. It is what I would expect to be the case, and what an ordinary person would also expect.
20. On 4 October 2006 Hallett signed an approval for the issue of a CCC to Reed (Exp12). This card was apparently issued to her and collected by her. On 12.10.06 Susan Martin initialled a CCC checklist document (Exp45) next to the entry “CCC holder acknowledgement and undertaking – received and signed by cardholder”. Despite what the entry says, Martin said in her evidence (T284) that was in fact the date she contacted the card holder to say the card was ready for collection. Accordingly, Exp45 is not evidence that Reed was ever given anything.
21. On 17 October 2006 Reed signed a CCC undertaking (Exp13) and acknowledgement declaration for a CCC with the numbers ending 090 as follows:

“I have received a copy of the NTPFES CCC Procedures and am aware of my responsibilities and duties as an NTG CCC holder” and:

“I am aware of my responsibilities and duties as an NTG CCC holder pursuant to:

- Section 16 (CCC) of the NTPFES Accounting and Property Manual;
- The NT Procurement Act 1995; and
- The NT Procurement Regulations” and:

“I acknowledge that I may not use my NTG CCC for:

- Personal, non-work related purchases;
- Purchase of fuels and oils other than in exceptional circumstances;
- Gaining personal benefits.”

22. In her evidence, Martin said that she couldn't say who actually gave the CCC and "hopefully" the information pack to the defendant. Accordingly, apart from Reed's signed acknowledgement in ExP13 that she "received a copy of the NTPFES CCC Procedures" there is no evidence of what she did in fact receive.

23. On 14 June 2007 some NT Police General Orders were promulgated. One of these was headed "Code of Conduct and Ethics" (ExP22) and stated in part:

35. Members shall take reasonable steps to prevent any conflict of interest from arising. Where they have any doubt, members shall discuss with their supervisor.

36. **Members are to disclose any conflicts of interest to their supervisor.**

24. Another of these General Orders was headed "Responsibilities" (ExP23) and stated in part:

27. Commissioned officers are responsible for:

27.7 ensuring that the provisions of the Financial Management Act and Treasurer's Directions are complied with.

25. On page 36 of my decision on the no case submission herein ([2011] NTMC 007) I noted:

I digress to note that ExP22 was purportedly promulgated on 14 June 2007 purportedly in accordance with the provisions of *section 14A* of the *Police Administration Act*. But there is nothing else on the face of the document as tendered to indicate that it is in fact a valid General Order issued by the Commissioner of Police. In relation to ExP23 this also was promulgated on 14 June 2007 purportedly in accordance with the provisions of *section 14A* of the *Police Administration Act*. But there is nothing else on the face of the document as tendered to indicate that it is in fact a valid General Order issued by the Commissioner of Police. In addition, in paragraph 4 of that document is stated "This General Order is implemented by Gazette Notice and replaces General Order R2 Responsibilities", but no gazettal made it's way into evidence. Likewise, ExP1 was purportedly promulgated on 11 December 2008 purportedly in accordance with the provisions of *section 14A* of the

Police Administration Act. But there is nothing else on the face of the document as tendered to indicate that it is in fact a valid General Order issued by the Commissioner of Police. Paul White was called to give evidence in the prosecution case. He said that he was the Police Commissioner from 17 December 2001 until 16 October 2009. Accordingly, he was the Police Commissioner at the relevant times that each of these General Orders was allegedly made. He was not shown or asked about any of these three exhibits, when he clearly could have been. Accordingly, in my view, the validity of any of these documents is questionable.

26. In my view, that remains the case.
27. On 3 July 2007 Jeanette Kerr commenced as Commander of Strategic Planning Command (hereinafter referred to as “the SPC”), and said at this time Reed was already working there (T324). She did not say what Reed’s rank was, but as will appear shortly she was most likely a Senior Sergeant. Kerr went on to say that initially Reed parked in the Mitchell Centre. In her EROI, Reed made mention of initially parking in the Mitchell Centre as she said there were not sufficient parks in the NAB building. I therefore find that when Reed started working with the SPC in the NAB Building she was parking in the Mitchell Centre car park, as there were not sufficient police paid for car parks in the NAB Building.
28. Kerr also acknowledged in her evidence (T325) that she authorised the use of CCC by persons who were not the holder of the CCC “as not everyone had one, and she authorised expenditure to go to other people who had the credit cards to do the purchase through them”. In my view, this would appear to be an inherently dangerous and unwise practice (and on it’s face contrary to the conditions of use of the CCC). It is however consistent with what Reed said occurred in her EROI. As will appear later in these reasons, it also raises a factual difficulty in relation to charge 3.
29. On 16 July 2007 Reed (who described herself as a Senior Sergeant in her application) applied for promotion to the rank of Superintendent (Exp44) and this application was successful. On the evidence I am unable to find what date she commenced as a Superintendent. As a Superintendent she

was entitled to a work motor vehicle and fuel card, and a work paid for car park.

30. Reed apparently lost her initial CCC and was provided with a new one with the numbers ending 723. On 31 August 2007 she signed a new undertaking and acknowledgement declaration (ExP14) for this new card in the following terms:

“I have received a copy of the NTPFES CCC Procedures and am aware of my responsibilities and duties as an NTG CCC holder” and:

“I am aware of my responsibilities and duties as an NTG CCC holder pursuant to:

- Section 16 (CCC) of the NTPFES Accounting and Property Manual;
- The NT Procurement Act 1995; and
- The NT Procurement Regulations” and:

“I acknowledge that I may not use my NTG CCC for:

- Personal, non-work related purchases;
- Purchase of fuels and oils other than in exceptional circumstances;
- Gaining personal benefits.”

31. Again, there was no actual evidence (beyond this acknowledgment) as to what she did in fact receive.
32. Kerr said in her evidence (T324) that a few months after she started with the SPC (presumably in the latter part of 2007) she arranged with an Assistant Commissioner for the defendant to be able to park between their vehicles in the NAB building until the defendant got her own designated car park. Again, this arrangement is consistent with what Reed said at page 4.3 of her EROI. However, as will appear later, the duration of this arrangement is a live issue.

33. In about January on 2008 Nikki Taylor-Feint (hereinafter referred to as “T-F”) commenced working with the SPC as an AO3 (T294).
34. In July 2008 there was a re-structure of the executive area of NT Police, and as a result 4 car parks became available in the NAB building (T97). As a consequence of this, on 1 September 2008 an email (ExP17) was sent from Anne-Marie Murphy (hereinafter referred to as “A-M Murphy” as two witnesses with the surname of Murphy gave evidence before me) to the defendant inviting her to make a submission about relinquishing or re-assigning car parks in NAB. Reed apparently made an oral submission (purportedly as Acting Commander of SPC, as noted in handwriting on the bottom of ExP17. As a consequence, A-M Murphy made a recommendation to Commissioner White and as a result one car park was allocated to the Superintendent of SPC, one to the Chaplain, one for welfare services and one for youth diversion. At the time Reed held the relevant position of “Superintendent of SPC”.
35. On 2 October 2008 Kerr ceased as the Commander of SPC (T325). Kerr said in her evidence (T324) that sometime in 2008 (and by inference, before she stopped working there) Reed had an allocated car park in the NAB building. It is therefore more probable than not that Reed had an allocated police paid for car park in the NAB building from sometime between 1 September 2008 and 2 October 2008.
36. Selina Kliendienst (hereinafter referred to as “SK”) is the sister of Reed. At all material times she was an administration officer employed with the police fire and emergency services. She holds a substantive position as an AO2. At the time she gave evidence she was an acting AO3 and on one occasion previously she had been an acting AO4. When she worked at the Peter McAulay Centre (hereinafter referred to as “PMC”) or Nightcliff she just went to work and parked. She did not have a designated car park at either location, but would just park in an empty bay. She took up a position with the drug and alcohol unit at PMC at the end of December 2008 (T122).

37. SK said she drove her own private car and Reed had a work vehicle, but Reed did use her car on rare occasions. When, or for what purpose was not explained in evidence. It appeared from the evidence of SK that she lived with Reed at some time, but she was non specific with dates. SK was not asked in evidence what car or cars she owned at any time relevant to charges 1 and 3 herein.
38. On 11 December 2008 a document (Exp1) titled "Instructions and Procedures Fraud and Dishonesty Control" was promulgated to NT police, fire and emergency services purportedly under the authority of *section 14A* of the *Police Administration Act*. But there was nothing on the face of the document or from the evidence to indicate that it was issued by the Commissioner of Police. Accordingly, it's relevance is doubtful.
39. In January 2009 version 1.0 of "NT Government Credit Card Policy and Procedure Guidelines" was apparently published by the Department of Business and Employment (Exp4).
40. On **27 January 2009** Margarita Brljevic sent an email to Reed in the following terms (Exp28):

Hi Nel

I am fixing up the accounts payable template for shared costs in the NAB building. I am aware that when you were first promoted to Superintendent that there was no available space in the NAB car parking facility and that you were parking your vehicle up at the Mitchell Centre.

Can you confirm if this is still the case, or whether you are now parking in the NAB Building. This will bring up the total to three if you do, Commander, Superintendent and Foster.

Reed replied to this email the same day by email (Exp28) as follows:

Hi Margy

I was allocated Carpark 120 NAB Building.

Nell

41. **I therefore find beyond all reasonable doubt that by 27 January 2009 (and probably from about September of 2008) Reed had her own police paid for allocated car park in the NAB building, and this was car park 120.** There was no evidence before me to suggest that this situation changed at any time relevant to the charges herein. But the evidence did suggest that the car park went with the position rather than the person, and that is nothing unusual.
42. Greg Dowd gave evidence before me. He is a retired police officer, having retired after 31 years of service. His last day of work was on the 6th day of March 2009. He was (for some unspecified period) a Commander and was in charge of the SPC. Presumably he took over from Kerr, but this is unclear on the evidence. He said that he had known Reed since she was a cadet, and she worked for him at the SPC. He further confirmed that the offices of the SPC were on the 6th floor of the NAB building, Chinatown.
43. Dowd confirmed that Reed was a Superintendent when she was based at the SPC, and she had been tasked by the Commissioner of Police to be the senior member to organise the Police Commissioner's conference (hereinafter referred to as the "PCC").
44. SK said that some time in February 2009 she moved to the NAB Building to work (T118). In relation to this move she also gave the following evidence:
- She was told she was to fill the position of T-F whilst she was on leave (T118);
 - "I was told to go in. I made it clear that I didn't want to go in there, but I was told that I had to. Doesn't matter because of the AO2, AO3, you can be told to go anywhere. So yeah, I went in." (T119);
 - Q---As part of being told was there any discussion about a car park being provided?---No. (T119);
 - When SK first went to work at NAB there was an initial hand-over period with T-F. (T119);

- Q---I think you've told us you did communicate to people you didn't want to go and work in town?---I did not and I strongly state did not ever, ever want to work in the same building that Superintendent Nouvelle Reed occupied. (T131)

45. Why SK did not want to work in the same building as Reed was not explored or explained in her evidence. But I gained the clear impression that there were some unspecified issues between Reed and SK. There was no evidence to suggest that SK ever discussed these issues (namely her being forced to work at the NAB building, or her not wanting to even work in the same building with Reed) with Reed at any time relevant to charges 1 or 3 herein. Likewise, Reed said nothing in her EROI that would suggest she was aware of any of these issues, or even if she was (which I do not find she was) that they played any part in her thought processes.
46. T-F in her evidence said (T294) that when she was working in the NAB building she did not have an entitlement to a work paid for allocated car park. She parked in Chinatown, and paid for this herself. She conducted a hand over to SK (T295) to explain her duties, which were general administration and personal assistant to the Commander. She said (T295) that there were never any specific duties in relation to the PCC.
47. Reed went on leave from 2 February 2009 until 20 February 2009 inclusive (Exp24), yet Ramage said (T309) that despite this she continued to come in nearly every day. I accept that evidence.
48. I was not told what happened within the SPC whilst Reed was supposed to be on leave. I was not told whether another Superintendent came in to fill in for Reed during her absence. I was not told if anyone was acting in Reed's role whilst on leave. I was not told if her position and chair were just vacant. The relevance of this is that if there was someone filling in for Reed then they may well have been using her allocated car park during this period. It has not been excluded by the prosecution on the evidence, but nor has it been raised. The evidence is simply silent on this. Further, given that car parks clearly were a contentious issue within the police, there was

no evidence as to what would occur when a person was away. It may have been common practice for someone to use someone's car park if they knew they were away. It may have been uncommon, or not allowed. But the evidence did not say either way.

49. Paul White also gave evidence before me. He was the Northern Territory Police Commissioner and CEO of the Fire and Emergency Services between 17 December 2001 and 16 October 2009. He confirmed that the PCC was between 27 April and 31 April 2009. He went on to say (T77):

And did you put together a team to assist you in organising that conference?---Yes, I did.

Was Ms Nouvelle Reed part of that team?---Yes, she was.

Was Ms Glenda Ramage part of that team?---Yes.

In the early months of 2009 and I'm talking about sort of January, February period, did you – were you aware of a lady by the name of Selina Kliendienst?---No.

Were you aware of a lady who was Superintendent Reed's sister?---If you're talking early 2009, the answer is no.

In the course of organising the conference, did you approve a car park for Ms Ramage?---I may have. I seem to recall there was some negotiation regarding Ms Ramage - seconded onto the project and that may have included a car park, yes.

Did you approve a car park for Superintendent Reed's sister, Selina Kliendienst?---No, I didn't.

To your knowledge was Selina Kliendienst attached to the project team?---No, I was not aware of that. I do know that Superintendent Reed and Ms Ramage were the primary or core team members that were to be assisted by other members of Tri-Service. And I can recall members of the secretariat being involved along with Sergeant Rosanna Breed and a member of the Territory Response Group, but not Superintendent Reed's sister.

50. White went on to say in XXN (T78-80):

Now, did it make it all the way up Commissioner level, the complaints people have when they were asked to go to work from Peter McAulay into the city if they were not provided with car

parks?---There was some concern amongst the staff about the move from Peter McAulay Centre to the Mitchell Centre, that is correct. Now, my recall is that we did lease a number of car parks within the Mitchell Centre which alleviated that concern. I can't say now whether wholly or in part.

And also in Chinatown car park once it became open?---I'm not aware of any car parks being leased in the Chinatown car park.

Do you deny that occurred?---I certainly don't recall.

No, no we'll hear evidence about a number of car parks in Chinatown. But is it your evidence if they existed that you didn't know about it?---Correct.

Even at the level of Superintendent you didn't know about it?---Correct.

If people – if Superintendents have them in Chinatown, you didn't know?---No, because my approach was that we had car parking available at the Mitchell Centre car park. We had limited car parking available in the NAB house. And my approach was to consider any requests for the NAB building to be referred to the Mitchell Centre car park.

But then there were difficulties with parking at Mitchell Street for people who didn't work in Mitchell Street, weren't there?---I don't know, I'm sorry.

Some sort of – a bit of a demarcation dispute. Is it fair to say there were never enough car parks to house everybody?---That would be a reasonable assumption, yes.

Now, Superintendent Reed, I suggest to you came to you during the course of the planning for the Police Commissioner's conference and said, 'We having trouble with parking' if not those – that may not be a quote. But essentially raised the question of parking for people?---I – I don't think that – well, I certainly don't remember that, no.

Do you deny it occurred?---I – I can't categorically deny it, but I've indicated my position in relation to car parking and that was the NAB building or the Mitchell Street – Mitchell Centre car park.

The Police Commissioner's conference though made things a little different, didn't it, that had to work properly?---Correct.

It was important that perhaps things be done during that period that were not done in the normal course of events because it was an

abnormal event. Do you agree with that?---Perhaps, but I certainly do not recall making any exemptions or exceptions to the police commissioner's conference in relation to car parking.

Well, what about for Ramage?---Well, that is the one instance that I indicated that my recollection of a conversation with Superintendent Reed related to Ms Ramage who worked at the Fire and Rescue Station. And my recall is that I would have approved a car park for Ms Ramage, but again, I would have expected that to be in the NAB building or in the Mitchell Centre.

If Ms Ramage said she had approved the use of a car park in the Chinatown complex next door to NAB, would that come as a surprise to you and that you approved it?---To some extent, yes.

Is it fair – I mean I'm not being critical of you, Mr White, and please accept that that I genuinely am not. But do you agree this is the case, in the lead up to that conference it was a hectic time?---Yes.

You've delegated a lot of things to Superintendent Reed?---Correct.

You are unable to say whether she ever discussed with you a car park in relation – whether she nominated her sister's name or position or not, I'm not asking you at the moment. But are you unable to say whether she asked you for – about car parking and had approval to get the car parking that was required to get the job done?---As I've said, my recall was there was a conversation in relation to Ms Glenda Ramage and car parking, yes.

51. I find that White specifically approved a car park for Ramage due to her important role in preparing the PCC. I find that he was not asked to approve, nor did he ever approve another car park for any other person in 2009 for any reason associated with the PCC. Specifically I find that White was never asked to approve a car park for SK, and never did so.
52. On the evidence as a whole I find that Reed never asked anyone (in any position of authority within the Police force) about the possibility of getting a car park for SK. I find on the evidence as a whole that Reed was at all times aware that if she had asked the answer would have been a very clear and unambiguous "no".
53. On 5 February 2009 Ramage moved to work with SPC in the NAB building to co-ordinate the PCC (T303). She said (T304) that there were quite a few people working on the SPC including Reed (she named another 5 people

plus 3 people from ANSPA). She confirmed (T305) that the Commissioner approved a car park for her in Chinatown for the time of the PCC. No-one was sharing her car park, it was dedicated to her (T305). **I find that Ramage was provided with a designated work paid for car park by the Commissioner of PF&ES due to her important role in organising the PCC. I further find that she was the only person who was provided with such a privilege.**

54. Ramage went on to say (and I accept her evidence) that SK was not specifically working for the PCC, but she did input when they were really busy (T306). Reed oversaw everyone as regards the PCC (T307). SK did have some part in the PCC, but not a significant part (T308). Reed was working extremely long hours on PCC, and she was the person with the responsibility to do what was necessary to make it work (T308). She continued on for a time with SPC after the PCC doing a pilot program (T305).
55. **I find that Reed and Ramage were working long hours on the PCC up until it concluded at the end of April 2009. I further find that SK was doing some work for the PCC but she was never working exclusively (or substantially) on the PCC during this period.**
56. On **5 February 2009** a **parking agreement (Exp34)** was entered into between the Darwin City Council (hereinafter referred to as "DCC") and Reed. Reed signed the agreement. The agreement was **for the period from 6.2.09 until 6.3.09** during the hours of 0800 to 1800 hours and **only entitled a bronze coloured Holden Viva sedan registered number 771 158 to park there**. No other vehicle was specified.
57. **I find that this vehicle was owned by SK until it was sold in about July 2009 (Exp27).**
58. On 6.2.09 \$100 was paid for the car park on a Redicard visa ending 963 (Exp9), and on the same day a receipt was issued in the name of Reed (Exp9) for car park number 300. I find that this was Reed's personal credit card.

59. T-F went on leave from 10.2.09 until 27.2.09 inclusive (T295). Therefore T-F was still working at the SPC at the time the car park in question was purchased, though she may have been engaged in a hand over to SK.
60. **I find that at no time was T-F ever entitled to a police paid for car park. I find that at no time was SK ever entitled to a police paid for car park.**
61. **I find that if Reed purchased a car park for SK it was not (and on the facts before me, never capable of being) for a proper work related purchase, but was a personal matter between sisters.**
62. The car park in question was purchased:
- By Reed;
 - Whilst she was on leave, albeit that she was still attending work;
 - Using her personal credit card;
 - Providing her personal residential and postal addresses;
 - For SK's car to park in;
 - For the period from 6.2.09 until 6.3.09 inclusive.

CHARGE 1

63. The Prosecution is required to establish that Reed
- (1) By a deception,
 - (2) Obtained property, namely \$100.
64. I note that charge 1 identifies the \$100 as being the property of the Northern Territory of Australia.
65. ExP9 comprised in part a "petty cash reimbursement" for \$100 with the "claimant's name" stated as "N D Reed". This document was apparently

authorised by Kendrick, and approved by Dowd on 5 March 2009. At the bottom of the document there appears a signature or initial next to “received payment”. The second page of ExP9 was a copy of a DCC receipt number 76672 dated 6.2.09 for a \$100 credit card payment from Reed for “# 300 Chinatown Exp 6.3.09”. The final page of the exhibit was a copy of a card approval for \$100 dated 6 February 2009.

66. Various admitted facts were tendered into evidence (Exp47), and as a consequence the following matters were admitted by Reed:

- Reed completed the form (admitted fact 1);
- Reed attached DCC receipt (admitted fact 1);
- Reed gave both to Dowd (admitted fact 1);
- S/Sgt Kendrick saw that \$100 had been claimed for what she believed to be police car parking and that there was an attached receipt as to that expenditure. She made no further inquiry about the car parking and did not know who the car park was for. She signed the paperwork as it appeared to be correctly completed and was supported by a receipt (admitted fact 2).

67. **I therefore find that ExP9 was completed and submitted by Reed with the intention of obtaining re-imbusement for the car park that she had paid \$100 for. I further find that by inserting the “tax code” of “16AAA158” Reed was asserting that the expense was connected with the 2009 PCC. I find that this was untrue and was a deliberate deception.**

68. In February 2009 SK worked for a short period of time in the NAB building, Chinatown. She said she was told that T-F was going on leave and they wanted someone in there to fill the position as there were meetings and conferences going on. She said she made it clear that she didn’t want to go, but was told to go, so she did. She said that no-one had offered her a work paid for car park to entice her to the position, and she believed that she would be parking where she could.

69. In XXN SK agreed that she had been told by both Reed and T-F that she would be doing a lot of work for the PCC. I do not accept that she was in fact told this by T-F or Reed.

70. White said in his XXN as follows (T80-81):

My question is, do you deny there was a conversation along the lines of there were difficulties with staff over the car parking and your instruction was to get organised what had to be organised, along those lines?---No, that – I deny that and that – that in – that is not correct.

Do you deny that there was a conversation regarding car parking being difficult for people – a person in relation to the police commissioner’s conference?---Yes, I do.

You deny that?---Yes, I do.

Well why did Ramage get a car park?---Well, as I explained, Ms Ramage and Ms Reed were the core members of the team to work on the police commissioner’s conference. Now, both Superintendent Reed and Ms Ramage had conducted the – or arranged with the – or the arrange that the ministers of the 2004 drugs strategy conference in Alice Springs and did that job successfully. And it was my desire to have Ms Ramage work alongside Superintendent Reed for the police commissioner’s conference. Now, Ms Ramage was attached to the Northern Territory Fire and Rescue Service at the time. And I do recall a conversation about facilitating her, seconded onto the project, and that turned to the use of a car park. But it wasn’t the case for anybody else.

And you say you’re sure of this, do you?---I’m sure of that.

I suggest that you’re wrong?---No, I’m sure of it.

What is there to stop a superintendent from giving a car park paid for by the Northern Territory Police to any person employed by the NT Police that that superintendent chooses?---Well, certainly superintendents have a delegated authority and it’s not for me to give an account of all the delegation available to a superintendent. But if the question is (inaudible) car park for somebody other than Ms Ramage, that’s namely Superintendent Reed’s sister, then the answer is no.

71. SK said that she was parking on the 5th floor of Chinatown when she first arrived. She said she was just given the car park by Reed, without any discussion. She was just handed “a clear plastic form that you stuck on your windscreen” (T119) and she parked there as “if I was there I used it” (T121). She said she didn’t think much of it. She could not recall where she was when she was handed the permit (T119).

72. SK returned to work with the drug and alcohol unit at PMC (sometime in March 2009 – T122) after she finished filling in for T-F. I find that this was most likely as soon as T-F returned to work on the first work day after 27.2.09.

73. In her EROI (Exp42) Reed said the following in relation to this car park, at pages 2 to 6:

GWYNNE Can you tell me? I'll just give you some information; the car park was hired for one month.

REED One month or six months?

BRAVOS One month.

GWYNNE No, it's definitely one month.

BRAVOS You purchased this on your credit card in February 09.

REED We purchased a car park?

GWYNNE Right.

REED That was a number...

BRAVOS The numbered ones, that was later.

GWYNNE Let me clarify; this one was purchased on your personal credit card.

REED What?

GWYNNE Let me show you documents.

PERRY On the personal credit card?

GWYNNE Yep.

REED That must have been expensive.

GWYNNE That's it there.

REED Yep.

GWYNNE Okay, um...so.

REED I just um, sorry I know that I have purchased a car park at Chinatown um for two periods and one was to start off with the Conference the PCC Conference and then we had the office and then after that it was renewed again by SPC for...

GWYNNE I'm just asking you about this one, okay. There is another one that I'll ask you about that may clarify things, which is for 6 months period.

GWYNNE (inaudible) 6 months period.

REED Okay.

GWYNNE Okay, so Nouvelle do you recall that one?

REED Yeah I do.

GWYNNE Alright, now you paid for it on your personal credit card?

REED Yes I did.

GWYNNE Out of interest what was it for?

REED Um, for a car park at the parking Station next door to the NAB Building.

GWYNNE **And who...what was the intention, who was that car park for?**

REED **It was for myself and my sister.**

(I digress to say that on the evidence as a whole I find this to be untrue. I find in fact that the car park was for SK alone)

GWYNNE And um I, does that actually stipulate a registration number of a car?

REED Um

GWYNNE Don't know if it does actually.

REED No it doesn't. I actually said at the time that there would be a number, there wouldn't just be one car, **I actually did say at the time that it wouldn't just be one car** because **I didn't have a car park at that time.**

(I digress to say that I do not accept that Reed did ever say that it wouldn't be for one car. On it's face, Exp34 was for one car only. Reed would have known the registration and details of her car, and

could have included that if it was ever her intention to use that car park as well. On the contrary I find that Reed intended the car park to be only used by SK and SK's car.

I further find that the assertion by Reed that she "didn't have a car park at the time" is an untruth. She had police paid for car park 120 allocated to her. Hence, there was no reason for Reed to require an additional car park for herself in February of 2009.....unless someone else was using her car park whilst she was supposed to be on leave (between 2.2.09 and 20.2.09).....but this was not an explanation that Reed proffered herself, and only she could say what she was thinking. Accordingly, this possibility was not raised on the evidence.)

GWYNNE Alright so you paid for that with your credit card?

REED Yes.

GWYNNE Okay. Um...So you're saying Nouvelle that it was for yourself and your sister?

REED Yes.

GWYNNE **What was your sister's role at the time?**

REED Um **she was in Drug and Alcohol Policy Unit.**

(I digress to note that this is also not wholly truthful. SK was working for SPC against her wishes, and with Reed, when SK did not even wish to work in the same building as her.)

GWYNNE Right, **so where was that?**

REED Um it was, **National Australia Bank Building.**

GWYNNE Okay and um what was your sisters, **so you provided her with a car park out of good will?**

REED **Yes.**

(I digress to note that I agree with this answer, and find it was the only reason the car park was purchased)

GWYNNE Alright, no problems. I'll just show you a copy of Petty Cash Reimbursement, dated 5th March 09 for NT Police PCC, which I assume is the Police Commissioners Conference car parking, Chinatown. The claimants name is Nouvelle REED, approved by Sue KENDRICK and we now understand that the

signature varies, um Greg DOWD. Just have a look at that...and the associated receipt with that, there you go.

GWYNNE So you um **you agree that you claimed back the \$100?**

REED **Yeah.**

GWYNNE And **why was that?**

REED **Because I was using it as well for PCC, both of us were using it.**

(I digress to note that on the evidence as a whole I find this answer not to be truthful. Rather I find that the car park was used by SK, and was always intended to be used by her. Reed gave the parking disc to SK for her to use, and she did. On SK's evidence I find that there was no occasion when she could not use the car park because Reed was already using it.)

In my view, a further significance of this is that Reed did not suggest at any stage in her EROI that she was providing a car park to SK because of SK's involvement with the PCC (on the contrary, the only reference she made to this was when she said "I was using it as well for PCC", not that SK was using it for PCC). Accordingly, this was apparently not part of her thought processes (even though it was suggested in XXN to a number of witnesses that Reed could have done this, if she wanted). If it was not part of her thoughts (and in her EROI she did not suggest that it was) then the questions in XXN have no factual basis. On the contrary, Reed agreed that she provided SK with the car park "out of good will", and no other explanation was proffered. The only person who could say what Reed was thinking was herself, and in that regard what she said in her EROI is all that I have.)

REED Oh, well I know that I used it.

GWYNNE Well **why wouldn't you park in your car park?**

REED **I didn't have a car park in the basement?**

(As noted earlier I find this is untrue.)

GWYNNE You didn't have a car park?

REED No I didn't have a car park in the basement.

GWYNNE So why was that?

REED Because we didn't have enough parks at that time and there were times when I parked in between the Commander and the AC at times and at times I parked in Audrey Ko's car park.

GWYNNE Um...So this car park um was for one month and at the expiration of that what arrangement did you make for your car park, if you were using this car park as well, where were you?

REED We made an arrangement for a 12 month car park next door.

GWYNNE Okay.

REED A range of people used it. Um Audrey Ko made available a...

GWYNNE Sorry can I just take you back, the 12 month car park, who was using that?

REED um...Glenda RAMAGE, um myself um Delcene JONES um Alex KNOWLER, um yeah a range.

GWYNNE Okay, all from

REED Strategic Planning yeah

GWYNNE Okay. No problems. Um so what you're saying is that you sought reimbursement as this was a work related expense?

REED Yes

GWYNNE Okay.

BRAVOS Yeah this on, at the time you purchased it with your own credit card, why didn't you, if it was work related um purchase why didn't you use it then?

REED Cause I actually went and, cause **I actually recall this, your talking about the car park for Glenda and myself for the PCC and we've actually spoken to the Commissioner and asked approval.**

(I digress to note that this is also untrue. There was never a car park "for Glenda and myself". As already found, Reed at all times had her own police paid for and allocated car park, being #120. A request for a car park for Ramage was made to the Commissioner and approved and thereafter she had her own car park. Ramage never shared her car park with Reed or anybody else.)

BRAVOS So did you ask for approval and what did the Commissioner say?

REED **He said yes.**

(I find that the Commissioner only ever said yes to a car park for Ramage, which she utilised)

BRAVOS Yes and then you, purchased it on your own personal credit card.

REED No, no. That was before and then we asked if we could do it because we were finding it difficult because we had things to move around we were finding it difficult to get car parks, we'd go to meetings and come back and we wouldn't have anywhere to park. I got two infringements for parking in the car park opposite in Woolworths; my car was actually reported stolen because it was being parked there all day.

(I do not accept this as truthful.)

BRAVOS And tell me at the expiration of the month when you put your petty cash in, **how much use did you as opposed to your sister have the car park?**

REED **I probably had about 20%. She certainly had more than me**, by ah like I said, we were in and out but I didn't take any notice.

BRAVOS **So for that 80% your sister used it do you think she was entitled to a Government funded car park?**

REED **No**, I suppose in hindsight if your saying it like that. But look it was never an intentional thing and it was never, and like I said the car park was open to everyone and I mean and I believe it is still being used now and when its not being used by someone, someone else uses it.

(I find this is untrue and SK in fact had virtually 100% use of the car park.

I do not accept that it was "never an intentional thing". Rather I find that it was intentional for SK to use the car park. Reed subsequently decided to try and get the money back by pretending that the car park was for the PCC, when in truth it was for the use of SK. Reed knew SK was not entitled to a car park. Reed also knew that no person in the Police would ever have approved SK getting a car park. Hence Reed knew that it was not a legitimate work related expense. The way Reed completed Exp9 was an intentional deception.)

BRAVOS Okay.

REED It was never intent.

(inaudible)

GWYNNE Can we just clarify, thanks, so in relation to this particular car park, where did your sister park after that car park was no longer available to her?

REED I don't know.

GWYNNE Don't know, okay.

BRAVOS Might it have been the case that your sister went back to Berrimah to work?

REED No idea, no idea. All I know is that we sought permission to buy a longer term car park and it was approved.

PERRY Can I just have a moment.

GWYNNE Yep.

REED I'm just prior to putting in the Petty, yeah, when I put the Petty Cash in and got it reimbursed through Mr DOWD, we've had approval from the Commissioner.

BRAVOS Okay and talk us through the approval then, because there's a couple of people in between him, there's Sue KENDRICK that's approved this then there's Greg DOWD and your saying that the Commissioner was on top of that as well?

REED Well, Sue and I met with the Commissioner and we were doing the PCC and we spoke about car parks and he said that he would certainly try and organise with Audrey and then they mentioned us not parking at the Mitchell Centre and we were advised no we couldn't park at the Mitchell Centre because there was no car parks available and we asked if we could get a car park in the next building.

GWYNNE So why would it be that you'd register a Holden Viva to that car park, a private vehicle?

REED I didn't, like I said to you I actually said it wouldn't be just one vehicle. In fact I've got two lots of, **I was given two lots of car, um discs**, because there were times when I wasn't going to be there so I could let somebody park there.

(I am unable to accept this as true. There were two discs given re a later period, but there was nothing to suggest the DCC ever knew or had reason to suspect that any car other than SK's might have used this car park. And on the evidence I am satisfied that no other car did. Therefore there was never any need for more than one disc.)

GWYNNE So um...why is it that Selina had an entitlement but those other members in Strategic, who, and I know from my time there that everyone complained about not having a car park, why is it that she was given a entitlement above anyone else there, people that are quite Senior?

REED Look Colleen at the time there was nothing in it, I just wasn't there.

GWYNNE I put it to you, I put it to you that car park was purely for your sister?

REED No. (**emphasis added**)

74. As Reed did not give evidence (as was her right, and I expressly acknowledge that no adverse inference can be drawn against her in relation to that) this is the only "evidence" before me as to what Reed says she did and why. In XXN, Mr Elliott suggested to a number of witnesses some other scenarios, but at the end of the day there was no evidence to support any of these as being possible. Only Reed knows what she was thinking, or why she did something, and accordingly what she said in her EROI is the only evidence on these topics.
75. In relation to these "**emphasised**" passages there are a number of things to note, which I have done in *italics* after the relevant passage. These observations are based upon my earlier findings of fact and my consideration of the evidence as a whole.
76. In her evidence (T299) T-F stated that she received the petty cash claim (Exp9) and paid the \$100 to Reed. **I therefore find that as a result of the deliberate deception (as found earlier in these reasons), Reed received \$100 from the Northern Territory of Australia that she was not entitled to, and that she knew she was not properly entitled to.**

77. During the XXN of O'Brien (T192) the following evidence was given:

Q---You see, it's fair to summarise your evidence thus, isn't it. You don't think she should have done this and you don't think she should have got car parks, do you?---Looking at the manuals, general orders, treasury guidelines, no.

Q---And you will go through those and you will try to find things that are inconsistent with her getting those car parks, haven't you?--- That's correct.

Q---But you can point to nothing at all that says she cannot do it, given the \$15,000 delegation that she had, can you?---Specifically, no.

Q---Well don't worry about specifically. Can you find anything that prevents her doing it?---No.

78. In considering this passage of evidence (which was a similar theme to other evidence in the case) it needs to be borne in mind that this is a criminal trial. Reed is charged with 3 separate criminal acts. *Section 227* carries a maximum penalty of 7 years imprisonment. For a person to be guilty of a criminal offence the law needs to be clear (namely the necessary elements of the offence need to be clear and unambiguous) and the facts that prove each necessary element of the offence must be proved beyond all reasonable doubt. A person may have acted inappropriately, or even wrongly but that does not necessarily mean that they have committed a criminal offence, which warrants a criminal sanction.

79. For example, NT Police General Orders do not have the force of law. If a police officer is found to have breached General Orders, then that is a matter between the employer and employee. It may give rise to an employment sanction, or even dismissal (in an appropriately serious case) but unless there is a corresponding breach of a penal provision there is no "offence" committed.

80. As the \$100 the subject of charge 1 was not paid for on CCC, the requirements that relate to CCC are irrelevant (in my view) when considering that charge.

81. Dowd was shown ExP9. Mr Elliott formally admitted on behalf of Reed that the “petty cash reimbursement” had Dowd’s signature and stamp on it. It turned out that it was signed by Dowd on his second last day of work as a police officer. In his evidence Dowd stated that he believed he was approving a car park associated with the Police Commissioner’s Conference (hereinafter referred to as “the PCC”) – T69. He also said: “I was certainly aware that Nouvelle Reed was issued with a – a police car which had a – and she also had a parking entitlement within the basement of the NAB building.” He later gave the following evidence (T70):

MS ARMITAGE: Did you ever approve a police paid for allocated car park space for Selina Kliendienst?---No.

Did you understand the petty cash claim that you stamped to be a claim for a car park for Selina Kliendienst?---No.

Would you have approved a car parking claim for Selina Kliendienst as an AO3 or 4?---No.

82. In XXN Dowd gave the following evidence (T73-75):

There is nothing to stop a superintendent exercising her discretion to spend money on a car park, government money, police money using her corporate credit card or a petty cash reimbursement to pay for an AO3s car park, is there?---I would not have thought that was normal procedure. I don’t think that’s normal procedure and I wouldn’t expect it to be done that way.

No, you may not think it’s normal procedure, but the question is, there’s nothing to stop it happening, is there?---Apart from the fact that she expects someone else to sign the approval itself.

No. Just please listen to the question, all right, I’ll take you through it again and listen closely. There is nothing in any manual, direction, order or anything else you know of is there, that prohibits a superintendent from using police money to pay for a car park for an AO3, is there?---Not that I’m aware of.

In your view you would not do it, correct?---Correct.

.....

Provided there is no prohibition on a person spending money on a particular good or service, why would you not approve it if they had an entitlement to spend it?---Well the normal procedure was there

had to be checks and balances in place. And those checks and balances are placed on normal every day procedures. And the normal procedure was that you would not approve a car park for an AO2, 3 or 4.

Now where was that written down? Where was that ever put into any document or anything else with any official standing?---I don't know where it was written down, but it was a standard understanding across the organisation.

There were AO – are you saying there are no AO2s or AO3s who have a police paid for car park?---Not that I'm aware of.

.....

Well, let me ask you this question again. You're having difficulty getting – just assume this, having difficulty getting someone to come into town to work, they don't want to because there is – they're going to be up for car parking fees?---Yes.

What prohibits a superintendent from giving that person a park no matter what that person's AO level, officially, not practice, officially?---I don't know of anything that officially says that the superintendent can't approve of it.

83. However, as noted above when considering charge 1, SK made it clear in her evidence that no-one had offered her a paid car park as any inducement to work in the city. She was simply told to work there and she did. She expected to be parking in the street or where she could. Accordingly, on the evidence the paid car park was after the fact.

84. White said in XXN (T81):

Well, can I – sometimes in courts we need to be very precise about our language and an exception to the rule is an idiom that's used in English and I understand that. But if I can just quiz you with precision, there was no rule prohibiting the superintendent giving a car park to any person that superintendent felt need one if that person worked for the Tri-Service. Do you agree with that?---I agree with that. I would also add that my expectation was that the members of the Tri-Service would utilise a car parking space in that building or at the Mitchell Centre car park.

I understand all of that. But your evidence I take it is not that you knew precisely what was available by way of car parking in the month of February and March 2009, is it?---That's correct.

You didn't know what was available, did you?---No.

Now, you may have internal expectations, you may have matters that you expect to be done because you'd prefer them done in a particular way. But my specific question is, what is it that disentitles a superintendent of police from providing a car park to an employee of the Northern Territory Police Service, civilian or otherwise if the superintendent exercises a discretion to do that?---I can't think any disentanglement if that's the word you used.

85. On the evidence before me I do not know what the situation was regarding Reed's work vehicle during periods of leave. I do not know if she was entitled to keep it and use it still, or whether it had to remain in her work paid for car park for use by others. I don't know on the evidence whether Reed had another vehicle that she owned or used (apart from SK saying that she did use her car on occasions). However, none of this was raised by Reed in her EROI as any part of her thought processes or any reason for her needing a car park. Her only stated reasons were factually untrue for the reasons stated herein. No other explanation has been put forward.
86. As stated earlier, in my view, it is not necessary (on the current state of the Law as I understand it) for the court to look behind Reed's stated reasoning and speculate. It is not in my view permissible for the court, having found that what Reed said was untrue (or even if just mistaken) to then speculate on what possible other reasons she might have had (consistent with innocence) if they are not raised on the evidence. In my view, putting possibilities or scenarios to prosecution witnesses (unless the factual basis of the possibility or scenario is established on the evidence) is not sufficient. If Reed had not taken part in an EROI and not given evidence, then the court would need to consider all the evidence in order to try and establish what her reasons for her actions were. But here Reed has offered reasons, and they stand as evidence in the case. If reasons are given which turn out to be false because a person is clearly trying to protect another (for example), then the stated reasons may properly be ignored. But that is not the case here.
87. On the evidence I do not know why the parking agreement was for 1 month, as opposed to only the period Reed was on leave, or only the period SK

would be working there. It might be that the DCC wouldn't issue permits for any period less than a month, but the evidence was silent on this.

88. On Reed's own admissions in the EROI the car park was acquired mainly for SK. Further she suggests that she "probably had about 20%" of the use of the car park and SK "certainly had more than her". On the evidence before me it is clear that SK had no entitlement to a police paid for car park. I find that Reed was at all times fully aware of this. It is further clear that any request for one would never have been approved. I find that Reed was at all times fully aware of this.
89. I find that Reed purchased the car park on 6 February 2009 for the use of her sister, SK. I find that this was not at any stage a work related expense of NT Police and Reed was at all times aware of this. In recovering this money from NT Police she intentionally deceived them that this money was spent on a legitimate work expense, when she knew that it was not. Whatever the problems or issues between Reed and SK might have been her "good will" gesture was not work related. I find that whatever involvement SK had with the PCC during this period it was not the major part of her work. In any event, Reed at no stage suggested that she obtained the car park due in any part to SK's involvement in the PCC (only her own).
90. In my view, Mr Elliott's submission (and line of questioning) that there is nothing specific that says a person cannot use Police money to purchase a car park for an AO2, or for their sister, is not to the point. It would be impossible to spell out every possible thing that a person cannot do. For example in the offence of stealing it is impossible to list everything that might be capable of being stolen, so that someone can say "you didn't mention pencils". The more appropriate question in my view, is whether Reed, who was a Superintendent of Police, knew that it was wrong to purchase a car park for her sister and then attempt to claim it as a legitimate work expense. **I find that she did know it was wrong: otherwise she would have disclosed the true purpose on ExP9; and she would have been honest in her answers in the EROI.**

91. I find that SK's primary role when she worked for a short time with the SPC was as assistant to the Commander. Given what was clearly a strained relationship between SK and Reed, I do not find that they worked closely during this period. In fact it is clear (and I find) that SK had so little involvement with Reed or the PCC during this period that Reed didn't even remember (or if she did remember she didn't mention) that SK was involved at all when she gave her answers in her EROI.
92. Clearly, at the time Reed purchased the car park she knew SK was working in the NAB building, otherwise she would not have nominated SK's car to park there. But she did not suggest that SK's presence or any alleged involvement by SK in the PCC was any part of her thought processes in her EROI. On all the evidence I find that whatever reason Reed purchased the car park: it was for SK to use; it was not for any work related reason; it had nothing to do with any work SK did or was to do for the PCC; and that in asserting in Exp9 that it was for the PCC Reed knowingly made an intentional deception.
93. I find Reed guilty of charge 1.

BACKGROUND FACTS RELEVANT TO CHARGE 3

94. On 14 May 2009 Reed attended an Executive Leadership Group (hereinafter referred to as "ELG") meeting as an observer. The minutes of this meeting became Exp16. At this meeting, The ELG approved the revised procedures pertaining to the use of CCC as presented by Hallett and noting:

"3. Existing cardholders must undertake compulsory training at the earliest opportunity and at the latest by the end of the calendar year."
95. On 17 May 2009 Reed sent an email (Exp18) to SPC stating:

"Following ELG discussions on Thursday 140509 regarding tightening up of internal controls, in particular CCC transactions, SPC staff are to obtain written (email is ok but must be saved) approval from the Commander or Superintendent SPC, Director

Strategic Planning or Senior Sergeant prior to any purchase taking effect.

The email must include:

- Description of Goods/Services
- Cost Code
- Supplier
- Approximate Cost

In addition to the above the following procedures must occur:

- **The Cardholder must submit and forward completed paperwork to the Verifier within one week of the transaction.**
- **The Verifier has the responsibility to verify and forward completed paperwork within two weeks of the transaction.**

96. Foster Stavidris (Director, Corporate Policy and Strategic Planning) received a copy of this email, and agreed that it would not be binding on Reed as she was the one giving the approval (T116). Why she should not follow the same procedure was not explained. There was a Commander, who was above her in rank, in charge of the SPC, so she did have someone to “verify”.
97. On 10 July 2009 a Holden Cruze registered number 946252 was transferred into the name of SK (Exp27).
98. On 14 July 2009 the registration for a Holden Viva registered number 771158 was transferred (Exp27) and it therefore appears that SK had sold this car in order to purchase the “Cruze”.
99. On 15 July 2009 a parking agreement (Exp39) between DCC and NTPFES for bay #356 (to be used by various vehicles, with 4 access cards required) was entered into for the period from 27.7.09 until 30.6.10. This may be what Reed referred to at various stages of her EROI.

100. On 15 July 2009 a further parking agreement (Exp40) between DCC and NTPFES for bay #357 (to be used by various vehicles, with 4 access cards required) was entered into for the period from 27.7.09 until 30.6.10. Again, this may be what Reed referred to at various stages of her EROI.
101. In September or October 2009 the Drug and Alcohol Unit moved to the 6th floor of NAB building and SK moved with them (T122).
102. 16 October 2009 was White's last day as Commissioner of Police (T77).
103. On 20 October 2009 a parking agreement (Exp35) was entered into between DCC and Reed (and signed by her) for parking bay #197, for Holden Cruz 946252, from 21.10.09 until 31.12.09 inclusive. The cost of this was \$219.98 and was paid by visa ...330 to DCC (and signed by Reed). On the same day Reed signed DCC permit register for bay #197 (Exp35). The actual permit (that SK identified she placed on her car – T125) was tendered and became Exp19.
104. On Exp35 there was a space for a second vehicle to be listed as using the parking space. None was listed.
105. In relation to Exp19 SK said (T123) that Reed bought her "a car park and she gave me that as a gift....it was a little sticker that had the number of the bay on it and she gave – she wrapped that up and gave it to me as a gift.....(when she was) at home". I find that this evidence is true, and Reed did buy a car park for SK as a gift, for this period.
106. During November 2009, SK was on leave on the 6th, 16th to 19th inclusive and on the 23rd (Exp25).
107. On 20 November 2009 DCC sent out a permit renewal invoice to Reed at PO Box 38, Sanderson, for the period from 1.1.10 until 30.6.10 for \$550 (Exp36). This was Reed's personal postal address.
108. Sometime in December 2009 Superintendent Delcene Jones commenced work at Strategic Services Command after a period of sick leave. She initially used her own vehicle but not long after a departmental vehicle was

allocated to her (T84). She initially parked it in the street at her own expense (T85). She did this because "I was on restricted duties, I was only in work for a couple of hours, I really didn't feel like pushing the issue." (T86) On the evidence, as a Superintendent Jones was entitled to a work paid for car park. But given her stated limited hours it is not unreasonable or surprising that she did not want to push the point.

109. On 4 December 2009 SK was on leave for the day (Exp25).
110. On 14 December 2009 Reed commenced leave which went until 31 December 2009 inclusive, but she was then on leave again from 4 January 2010 until 15 January 2010 inclusive (Exp24). Whether Reed returned to work on 1, 2 and 3 January is not clear from the leave records. However, it may simply be a re-crediting of public holidays (for 25 and 26 December and 1 January). Hence it is possible that Reed was on leave for the whole of the period from 14 December 2009 until 15 January 2010 inclusive.
111. Jones said (T85) that Reed provided her with her car park to use while she was away on leave, and she did use it.
112. On 31 December 2009 the permit for bay #197 expired (Exp35 and Exp19).
113. It appears that for a short (unspecified in the evidence) period SK started paying for her own parking "and then I went back to parking where I was before" (T126). Her stated reason for this was (T128):

"I thought it was okay to go back to that car park in a conversation that I had, I was speaking to my sister and I thought it was okay to go back there and park.....I can't remember the precise words, but I thought she said that it was okay to go back and park there.

Q---And when you had that conversation, I think you told us that you've acted on it and you did move back to that park?---That's correct."

114. Accordingly, the highest this evidence goes is to suggest that SK "thought" Reed said it was okay to go back and park there. I don't know the context of the conversation. I don't know any of the words actually said by Reed. I

don't know where the conversation was had or when. This evidence is very vague.

115. The 15th of January 2010 was Reed's last day of leave, and Jones said (T85) that it was about 18 January 2010 that she stopped using the defendant's car park after Reed returned from leave. Jones said (T86) that she then commenced parking around the streets again. I accept Jones' evidence as it clearly fits with the leave records.
116. In January 2010 Bertram Hofer (hereinafter referred to as "Hofer") obtained the position of Superintendent. He was transferred from Alice Springs to Darwin (at the police complex in Chinatown, which I understand to mean the NAB building) to do some project work for the office of the Commissioner. He was allocated a departmental motor vehicle and a dedicated car parking space (T272). Initially he was parking in the Mitchell Centre car park.
117. On 25 January 2010 a parking agreement (Exp41) was entered into between DCC and Hofer for bay #277 from 1.2.10 until 30.6.10 inclusive. He said that the form was completed by one of the secretarial staff, but he signed it (T273). This car park was not approved by Reed, but by someone higher in rank. Hofer said (T273) that he could have just paid for it on a CCC, but it was his choice not to have one, so he had it authorised by his Commander. Accordingly, Hofer had his own dedicated car park in the NAB building from 1.2.10.
118. Hofer gave evidence when he was re-called (T291) that he was aware of administrative staff "who are utilising police car parks". I do not understand him to have suggested that they were actually given a dedicated car park. When pressed for more detail in relation to "administrative staff" it appeared he was referring to "might be legal officer or secretary or someone like that who works for an Assistant Commissioner or Deputy Commissioner". He also limited this to car parks in the Mitchell Centre. In my view, there was nothing from this evidence that would lead me to think

that SK would ever have been entitled to a car park (either at the time relevant to charge 1 or 3).

CHARGE 3

119. The Prosecution is required to establish that Reed

- (1) By a deception,
- (2) Obtained property.

120. I note that charge 3 identifies the “property” as “the use of a DCC car-parking bay”, and in the particulars handed up at the start of the case the “use” of the bay was alleged to be “for her sister”.

121. On 8 February 2010 Reed purportedly completed and signed a “submitted transaction summary form” numbered 112647 for a “general expense” of “\$600”. This document became ExP10. As part of that form the following “acknowledgement by cardholder” was notionally ticked:

Cardholder has incurred all expenses for official purposes claimed on behalf of the NTG whilst carrying out their designated role.

122. Page 2 of ExP10 contained a “detailed expenditure analysis” which included a claim for \$550 for “parking” with the Darwin City Council for “SUPT VEHICLE”. On the face of this document it purports, in my view, to be a claim for parking a Superintendent’s motor vehicle. Page 3 of ExP10 contains a receipt from DCC for the \$550, and a Westpac Mastercard approved payment for \$550 dated 27 January 2010. In his evidence JH said that the reference to “MOTO” on “eftpos” receipt indicated that the payment had been made over the phone rather than in person. Accordingly, it is not possible to say from this exhibit who actually made the call and made the payment.

123. As noted earlier, SK said that in September or October of 2009 the drug and alcohol unit moved from PMC to the NAB building in Chinatown. She did not get a work car park, and was parking on level 2 and 3 of the Chinatown car park. She was paying for that herself, but she said that

changed. She said Reed bought her a car park and gave that to her as a gift. She said it was a little sticker, and the defendant had wrapped it up and given it to her at home. She identified a copy of the permit that she was given and this became ExP19.

124. ExP19 was a copy of a parking permit number 1176, purportedly issued by the Darwin City Council with respect to Bay 197, and valid until 31st December 2009.
125. SK stated that she continued working at the NAB building after 31 December 2009, so she resumed paying for parking herself, but then she went back to parking where she had before. She said that she thought it was okay to park back there, but when asked in XN why that was SK became vague (and I find that she was deliberately vague and deliberately evasive). When Ms Armitage tried to elicit the reason SK “thought” this she continued to be evasive and then began crying and left the witness box. I adjourned the court to allow SK the chance to compose herself. When she resumed her evidence she continued, in my view, to be less than helpful. She said that she was speaking to Reed and thought it was okay to go back and park there. I was not told what Reed had supposedly said to SK to make her think it was okay for her to return to park in Bay 197.
126. In XXN, between T126 and T132, SK said the following:

SK started paying for her own parking “and then I went back to parking where I was before”

“I thought it was okay to go back to that car park in a conversation that I had, I was speaking to my sister and I thought it was okay to go back there and park.....I can’t remember the precise words, but I thought she said that it was okay to go back and park there.

Q---And when you had that conversation, I think you told us that you’ve acted on it and you did move back to that park?---That’s correct.”

SK did not receive another sticker for her windscreen.

Q---That sticker expired on 31 December 2009?---That’s correct.

Q---Is it a public car park?---Half and half.

Q---When you parked in there after the ticket had expired, you were saying you were there for some months and never got a ticket?---
That's correct.

Q---Even though you had an expired permit?---Yeah, yes.

Q---Now, can I suggest to you that in fact your sister was parking in that car park during that period?---I don't know.

Q---Some of the time anyway?---Well, one – one assumes so, I don't know, I don't know.

Q---I mean the car park 197?---She may have been.

Q---You can't – is it fair to say, you gained the impression somehow or other from your sister that you could use that car park some times?---Yeah, that's correct, yes.

Q---You don't know what she said that gave you that impression?---
No, I mean with me, **like I said, I could have misheard for all I know. But yeah, I – I thought that. She knew that I was unhappy there and that I was leaving. And we were having a fight. I mean, I – I just – I truly can't remember what was said. And yeah, I could have taken it the wrong way and parked there, I don't – I don't know.**" (emphasis added)

127. Again, it is clear that there were issues between Reed and SK, but I do not know the basis of them. SK says she and Reed were having a fight at the time this conversation about the car park occurred and she "could have taken it the wrong way and parked there". This evidence is very vague and unsatisfactory. Accordingly, this evidence may not support the prosecution submission that "Reed told her sister that she could continue to use the car park". At best this is only a possibility.

128. I was not impressed with SK as a witness of truth. Given that she was giving evidence against her sister, it is not surprising that she might be a reluctant witness. If Reed had not been her sister I formed the clear impression that SK could and would have said a lot more than she did. But in assessing the evidence as a whole I only proceed on the evidence that has been given, and do not speculate on what evidence might have been

able to be given. I only make mention of this as an adverse comment on SK.

129. SK went on to say (T128) that 5 March 2010 was the last day that she worked in the NAB building. She said she went on leave as she was feeling a bit stressed. I note from her leave records (Exp25) that she went on leave from 8 March until 26 March 2010 inclusive.
130. Also on the 8th of March 2010 a further \$20 was paid to the DCC on Mastercard ...723 (again over the phone) for an extra access card and the receipt was issued in the name of Reed (Exp37). I find that this is unlikely to be a coincidence.
131. SK said that until she went on leave on 5 March she did not know of anyone else using Bay 197, and said if she was at work she parked in Bay 197. Surprisingly she said she didn't receive another permit (from Reed), but kept Exp19 on her windscreen. Hence she was parking whilst displaying an expired permit. Whether a new permit for bay #197 was ever issued after the park was renewed was never explained in evidence.
132. As noted previously, when it was put to SK in XXN that Reed was parking in Bay 197, SK agreed that she may have been, which I find is inconsistent with her earlier evidence (unless the "may have been" was only related to those days that SK was not at work). I remain unimpressed with SK as a witness.
133. In her evidence (T86) Jones said that on 19 March 2010 (it could have been earlier in March) she was allocated bay #197 to park in by Reed, and given a plastic card with the parking bay number on it. I find that Jones was probably given the extra access card that was purchased on 8 March 2010.
134. Reed was on leave from 14 to 16 April inclusive (Exp24).
135. On 23 April 2010 Michael Murphy commenced as Acting Commander in the SPU (T91). He went on to say that he came into work one day and found a

card from DCC for bay #197. He made enquiries and was told it was left by Jones who had left the unit (T91).

136. In her EROI (Exp42) Reed said the following concerning this matter:

GWYNNE Okay. Well we are still on the subject of car parks...Nouvelle. Talk about a car park that was paid for on Corporate Credit Card on the 27th of January, this year, 2010. Um...

REED No, that wouldn't have been me. Um could I put forward, could I just explain the process.

GWYNNE Sure.

REED Best, okay when we got the Corporate Credit Card, um there was the Strategic Services Division, the Drug and Alcohol Policy who didn't have a P.A. at that time, Jeanette, Super. Commander KERR was in charge um she didn't want to give another card to a new P.A. because we didn't know whether we were going to keep the P.A. so I had a card, Poppy had a card, Scott MITCHELL had a card and I think Foster had a card and the process was because it was generally used by the whole office, was the card was available to everybody and one thing that I put in place was these files so that we had a record of the transactions that occurred because I knew that a number of people used the card for different purposes. I know the card is in my name, but it just as a office, it was used by the office for airfares and a range of things so part of the transaction was that quite often.

GWYNNE It's alright, just take your time.

REED The people over at Palm Court would lose these so what I put in place with Poppy was because she had the \$30,000 credit card was that if we made any payments that we would put a copy on here and send the original off. Now this was discussed with records management who said there wasn't a requirement for this and I said yes there is because I think it was important that we keep a record of what we've done. And in relation to the one in um on the 10th of this month; this year, that wasn't me.

BRAVOS We'll go through the actual.

GWYNNE Well that's handy information actually.

REED Because I believe Delcene JONES is in that month, that it was for Delcene JONES. There were two. There was one for Bert HOFER and one for Delcene JONES.

(As noted earlier, Hofer had his own car park initially in the Mitchell Centre but from 1.2.10 in the NAB building, and accordingly I find that the car park herein had nothing to do with Hofer.)

GWYNNE Okay, alright.

REED And my credit card was used for it but I certainly didn't make the, I signed it; there's no doubt that I signed it.

BRAVOS Yep.

REED And...

GWYNNE Alright, on the 20th of October you purchased a car park space known as Bay 197, same area, Chinatown there.

BRAVOS October 09.

GWYNNE 09.

REED Yeah we continued on, I've discussed this with Sue about having a, a car park for the Command.

GWYNNE Okay, what.

REED Actually no it wouldn't be in October. It couldn't have been in October.

GWYNNE October 2009.

REED Nuh.

GWYNNE Well you purchased it with your own personal ANZ visa credit card.

REED October, 2009?

GWYNNE Yeah.

PERRY Perhaps if we see the docket?

GWYNNE Yeah, this one.

BRAVOS The receipt.

REED Yep, Darwin City Council.

BRAVOS And just look at the date and make sure that's your credit card ANZ Visa.

REED Yep.

BRAVOS and your signature.

REED Yep.

BRAVOS Okay, go back to the front of that, it's the agreement. Remember that one now?

REED No, it's the continuation of the car park.

BRAVOS Of which car park?

REED Of the one, we've only ever had one car park.

BRAVOS Okay so, just go through the way um that it happened because now we've got, you've got the one month car park that lapsed and finished in March 09 and now we've got October 2009 you purchased another one.

REED There's got to be one in the middle, because we kept it for the whole year. Yeah, we kept for the whole year.

GWYNNE Okay, well why would you pay for it on your own personal credit card?

REED Well I, to be frank I didn't realise I had purchase it on my own credit card.

GWYNNE That particular car park was purchased for two months and eight days; I'm talking 31st December, 2009. Do you recall that?

REED Yeah, no I know, (inaudible)

GWYNNE I'm just trying to make sure that you know what we're talking about.

REED I'm not denying purchasing it because like I said come December we kinda knew (inaudible)

GWYNNE So what was that particular car park for?

REED That was for me and my sister.

(I find this whole explanation to be untrue. I find in fact that the car park up to 31.12.09 was purchased by Reed and given to SK as a personal gift to her. However, Reed rightly did not try to claim re-imbusement for this.)

GWYNNE Right.

REED Because **I didn't have a car park.**

(As earlier noted I find this to be untrue. I find Reed had an allocated police paid for car park probably from September 2008, but from 27.1.09 at the latest.)

GWYNNE **You still don't have a car park at this 20th October, 2009?**

REED **No I don't think so** because I was still parking, trying to park in the Middle of the two cars and then I went to Audrey's car park, like I went to Audrey's car park, she didn't like that so I went over to Mr Wernham's while he was away on sick leave I think it was. She went to his because he was the Deputy's, she didn't like parking there and she went back to her park and I went over to there.

GWYNNE Okay so **can you tell me what vehicle you registered to that car park?**

REED I didn't...oh well **my sister's car and my car** and I actually said to Helen at the time that it wouldn't just be one car.

GWYNNE To Helen?

REED The woman at the...

GWYNNE Helen WITTINGTON? Would that be right who you're referring to?

REED Yeah.

GWYNNE Okay. The records that we have here show that you registered one vehicle being a Holden Cruze, a blue Holden Cruze. Can you tell me who owns that vehicle?

REED My sisters Selina KLIENDIENST.

GWYNNE Right. Okay, so Nouvelle just take me back, you say that car park was for yourself because you didn't have an allocated car park and your sister?

REED Yes.

GWYNNE Tell me how you both could park there during the day?

REED Well sometimes we didn't, sometime she did and I would park on the street.

(I find this is untrue as Reed had her own dedicated car park.)

GWYNNE Um...so after that car park expired on the 31st of December, 2009 um...do you remember what then to, what happened to the car park, did we just get of it or do you remember what happened?

REED No, I kept it...kept it.

GWYNNE Okay. Do you remember then how you paid for it?

REED Because Glenda RAMAGE moved into it.

(I am unable to accept this as true. It was clear from the evidence of Ramage (T305) that she was given a dedicated police paid for car park in the NAB building, approved by the Commissioner. It is further clear that she only had this for the purpose of and "for the time of the PCC". After the conference completed (end of April 2009) she was asked to continue on in another position "with regard to the early intervention, a pilot program for binge drinking in teenagers". She did not move to any other car park. I do not know how long Ramage remained working at the NAB building, but at no time did she suggest that she was given any other car park by Reed or anyone else after the PCC had concluded.)

GWYNNE Okay.

REED Look, I don't know if it was on my credit card or it's on Sue's credit card, I know that we kept the car park for a year.

GWYNNE Alright, okay on the 27th of January, you then renewed the parking agreement. 27th of January this year.

REED No I didn't.

GWYNNE You didn't.

REED Because um...like I said to you Delcene JONES was moving into there. So...

(On the evidence I find that Jones only moved into this car park on or after 8 March, which happened to be the same day SK started sick leave.)

GWYNNE Okay I'll give you some more information. I'm not trying to trip you up here and I'm not trying to test your memory. You paid \$550 for 6 months?

REED Yes.

GWYNNE That was on the 27th of January this year.

REED Yes and Delcene JONES and I believe the car park is in...

GWYNNE Do you recall how you paid for that?

REED Yeah, I believe it was a Visa card...a Corporate Credit Card.

GWYNNE Corporate Credit Card okay and again I ask you, what was...why did you retain that car park?

REED Because we had Bert starting, we had Delcene starting and there was, Delcene was parking in my car park downstairs on the couple days that she came into work and yeah and I had nothing more to do with the car park. As far as that second, that one for this year I don't know how that's come about because I certainly didn't renew it, because, in fact I don't even think I was here.

(Clearly the leave records indicate that Reed was back from leave when the car park was paid for on 27.1.10)

GWYNNE Well can I just show you...

REED I know I've signed, and that's what I was trying to explain to you Colleen that quite often the credit card was used by the office and everybody in the office used it. Now was I back from leave?

GWYNNE How does someone else use your credit card?

REED They all do, it happens all the time because...

GWYNNE Is that very good financial management?

REED Well Jeanette didn't want people to have individual credit cards. So, I'll give you an example – if there's an airfare, and I think the woman upstairs, Allison Worsopp there's an airfare, it's booked, they take my credit card and they use it. I mean off the top of my head I could say there's been um...we paid um...

GWYNNE Can I just ask you that, you would approve that expenditure coming from your credit card?

REED After I had a look at the documentation, yeah.

GWYNNE Yeah, okay.

REED Cause that's a common practice.

GWYNNE Okay, so is it normal practice?

REED Normally you'd send that to Poppy to do it.

GWYNNE Is it common practice for someone to take your Corporate Credit Card and use it for um purchases that you're unaware of?

REED Yes.

GWYNNE And you thought that was reasonable?

REED This was the system, again that Jeanette put in place, so whenever we, for example, sorry I just need to try and remember names, not Nikki, Amy when her credit card...

(This evidence is consistent with the evidence of Kerr. I again express my surprise at what I consider to be a naïve and irregular practice. But since this was the practice in place it is not possible for the prosecution to prove that Reed herself did anything more than sign ExP10.)

GWYNNE (inaudible)

REED Yes, when her credit card would meet the max she would take mine. When Poppy's reached the max, actually Poppy's did reach the max a few times cause I remember the raising the issue about her having delegations for a \$30,000 credit card and she would put...

GWYNNE Nouvelle you've signed this, acknowledged by the card holder of that purchase.

REED Yes.

GWYNNE So it is clearly it's one that you are fully aware of?

REED Yes.

GWYNNE Okay.

REED And that's, like I said. There's...

GWYNNE Again tell me what that car park was for?

REED It was for Superintendent JONES.

BRAVOS So um again you said before that Delcene JONES was rarely at work or not often at work?

REED She works um part time and then she came back full time. There was 2 car parks purchased, one for Bert and one for Delcene.

BRAVOS Okay and ah...

REED And that's what I believe that that one was for.

BRAVOS And so, are we saying that you allowed your sister to use the car park when Delcene wasn't using it. Tell me what would be the proportion of that time?

REED No idea, in fact I didn't think my sister was still there I thought she'd gone back to Road Safety.

BRAVOS Yeah look our advice is that you sister was still there at that time. Um...tell us do you think it's right that um your sister should have access to this car park.

PERRY She can't respond as to what her sister thinks is right and wrong.

BRAVOS Do you think it was right for you to allow an A03 at the time to have a car park?

REED But I didn't just allow A03, I allowing A07, allowing A08.

GWYNNE Which was the A07 that you're referring to?

REED Um Alex KNOWLER and sorry A07 is Glenda RAMAGE and the A08 is Alex KNOWLER.

GWYNNE Okay when did Glenda RAMAGE leave Strategic Planning?

REED She left in, it would have been May.

GWYNNE Well it clearly doesn't cover this period of time.

PERRY 2010?

REED For 2010? For 2010 I didn't purchase for 2010 that was for Delcene and Bert.

GWYNNE Well you did purchase it Nouvelle. I've just shown you.

REED I know I know what I'm trying to explain to you is that quite often if you pulled out the credit card transactions a large percentage of them aren't transactions that I've done.

GWYNNE So, there are a number of credit card transactions assigned to your card that you know nothing about.

REED Yes.

GWYNNE But I'm talking about this transaction where you have signed for it.

REED I sign for all of them. When the transaction comes into ICMS, that's what I was trying to explain to you, the practice set up by Jeanette was we didn't need to give everybody a Corporate Credit Card, we could just use mine and Poppy's but at that stage Poppy was out at PMC so whenever anybody wanted anything they would just use my credit card so...

GWYNNE So Commander KERR endorsed the use of um transactions on a credit card that the card holder would know nothing about?

REED Yes.

GWYNNE Okay.

BRAVOS I still just want to be clear that this ones um. On the 20th of October you entered the agreement with the Darwin City Council for that car park for a car park and the car that was registered there was a Holden Cruze, blue which was your sisters car, is that right?

REED As I said at the time when she said what the cars were, I said there would be a number of cars.

BRAVOS There's only one, one car registered on the form that I'm looking at, I'll show you that, and the period of rental was the Twenty First of the Tenth to the Thirty First of the Twelfth 09.

REED Cause that's the way they work their agreements out.

BRAVOS During, and you paid for that one on your personal um Visa credit card.

REED Yeah.

BRAVOS Why did you purchase it on your personal visa one?

GWYNNE Initially?

BRAVOS Initially why did you use your Visa credit card, your personal one?

REED Initially you're quite right, as far as parking goes we didn't but then when we spoke to the Commissioner in January 2009 about the car park, the parking situation, we got approval for it. And honestly I know I have purchased 1 car park.

GWYNNE But you purchased it on the 20th of October, 2009 on your credit card and if you spoke to the Commissioner in January?

REED No, it was continued, I'm sorry Colleen, it was paid for the whole year.

GWYNNE No, there must be some confusion here. We're talking about a car park that we have purchased on the 20th of October, initially on your ANZ Visa credit card for 2 months and eight days.

REED No, I purchased a thing for the whole year.

GWYNNE Well that's not, I'm talking about this car park here that relates to that transaction that you signed for that talks about a car park that was purchased for about 6 months.

REED Nuh it was purchased for the whole year. It was never a secret.

GWYNNE How many car parks did you have over there?

REED Two.

GWYNNE Right, do you remember the numbers of those?

REED No I don't.

GWYNNE Okay. Do you remember where they were?

REED Yes one was, Bert's one I don't know, but the other one...We purchased two and I know we purchased two car parks. I don't have any other answers for that.

.....Look, probably look back in hindsight and say yep, look, I shouldn't have let my sister park there, agreed, I can say that. And yes you're quite right, Nouvelle you should know better...

.....and like I said as far as the car park goes I'm under the impression that we have a car, two car parks, now rightly or wrongly whether Selina should park there or Alex should park there or Glenda should park there. (**emphasis added**)

137. In relation to this part of the EROI it needs to be borne in mind that a large part of the questioning related to the car park agreement of 20.10.09 (Exp35). However, this agreement does not form any part of the charges before me. Despite this, the questioning of Reed did appear to suggest that there was something illegal or improper about this aspect, even though the investigating officers presumably must have known that Reed never sought to claim it as a work expense. At no stage in the EROI did Reed advise the interviewing officers that this was a private gift from her to SK.
138. Clearly the purchase in late 2009 (for the period up to 31.12.09) was solely as a gift to SK, yet Reed was suggesting in her EROI that it was for other cars to use as well. I find this to be untrue.
139. Further, Reed asserted a number of times that a car park was purchased for a year. As noted earlier, there were some car parks that were purchased for a year, but not the ones the subject of these charges.
140. In relation to this charge the "deception" is said to be by using the words "supt vehicle", when in fact it was for SK's private vehicle.
141. On the prosecution case, Superintendent Jones commenced work with the SPC on 8.12.09 (T84) after a period of sick leave (she was on sick leave from 14.7.09 until 7.12.09 according to Exp26). As a Superintendent, Jones was entitled to a work paid for designated car park. Reed went on leave from 14.12.09 until 15.1.10 (Exp24). Whilst she was on leave Jones used her car park (T85).

142. Jones had further sick leave between 31.12.09 and 17.1.10 (Exp26) and commenced parking around the streets (T86) as she had no car park despite her clear entitlement to one. On 25.1.10 Jones went on sick leave again until 1.2.10 (Exp26).
143. On 27.1.10 \$550 was paid to DCC on Reed's CCC for a car park until 30.6.10. On the documents relating to this transaction (Exp36) no signature of Reed appears. It was paid for over the telephone. Accordingly, given the sloppy practice that existed in SPC about using a person's CCC to pay general bills and expenses, this payment could have been made by a number of people other than Reed. Clearly, the renewal was posted to Reed's personal mailing address, and accordingly if someone else had paid for the park (using her CCC) then presumably they must have received the renewal notice from Reed. The renewal notice did not specify a particular vehicle that it related to. Accordingly, there was nothing on the face of the renewal notice to suggest that it might relate to SK's motor vehicle, or indeed any motor vehicle.
144. 5.3.10 was SK's last day of working at NAB Building before going on "stress" leave. Hence why charge 3 only relates to conduct between 27.1.10 and 5.3.10.
145. At T86 Jones suggested that it was about 19 March 2010 (but it could have been earlier in March) that she was allocated parking bay #197, and given a plastic card with the parking bay number on it.
146. On 23.4.10 Murphy commenced working as an Acting Commander in the SPC (T91). He also would have been entitled to a work paid for allocated car park. He said (T91) that he came into work one day and found a card from DCC for bay #197 on his desk. He said he was told that it had been left for him by Jones who had now left the SPC.
147. Accordingly, on the prosecution evidence parking bay #197 was used by Jones and/or Murphy (who were both clearly entitled to a work paid for allocated car park) from sometime in March 2010 through until the end of June 2010. Who was using it before then and how did this come about? On

this the prosecution evidence is very non-specific, as in my view SK was not an impressive witness.

148. If there was no Superintendent (other than Reed) working at the SPC around the time the car park was purchased (27.1.10), or due to start shortly, who did not have an allocated car park, then the prosecution would be on very solid ground that no such car park could have been purchased for a Superintendent's vehicle. But that is not the prosecution case. Jones was a Superintendent and was working with the SPC (when she was not off on sick leave) from 8.12.09 (T84) until well after this offence is said to have been committed. It is also clear from the prosecution case that Jones did not have an allocated car park at all times (despite being entitled to one).
149. Clearly, the parking agreement made on 20 October 2009 (Exp35) related expressly to SK's motor vehicle. It was purchased privately by Reed and given specifically to SK as a gift. The renewal notice (Exp36) did not on its face relate to any particular vehicle. On its face it appears to have been issued on or after 20 November 2009. Presumably this was done as a matter of course, rather than following a specific request.
150. Jones was working at SPC from mid December 2009, and she was entitled to a work paid for car park. Hofer also joined the SPC and he was also entitled to a work paid for car park.
151. Reed's last day of leave was on 15.1.10. Jones had further sick leave from 31.12.09 until 17.1.10. Jones still had no car park, and she was entitled to one. On 25.1.10 a parking agreement was entered into in the name of Hofer (Exp41) for a Holden Commodore from 1.2.10 until 30.6.10. Two days later the parking permit in question was renewed also until 30.6.10. No particular parking bay was identified on the face of Exp36.
152. SK's evidence is unsatisfactory. I am unable to find that she returned to park in the bay she had used up to 31.12.09 as a result of anything specifically said to her by Reed. Further, on what Reed said in her EROI, and the other evidence in the case, I am unable to find beyond all reasonable doubt that Reed:

- Renewed the car park herself on 27.1.10;
- Renewed the car park specifically for SK;
- Told SK after 31.12.09 that she could continue to use the car park;
- Knew that SK was using the car park (that had been paid for by Police) after 31.12.10.

153. But there are some findings that I do make beyond all reasonable doubt:

- On 20 October 2009 Reed entered into a parking agreement with the DCC in relation to a designated car park until 31 December 2009;
- This car park was purchased privately by Reed using her personal credit card, and her personal (non work) details;
- Reed gave this car park as a present to SK;
- This car park was a personal gift and was unrelated to the employment of either Reed or SK;
- In or about November 2009 the DCC generated a renewal form for this car park and posted it to Reed's personal mailing address;
- This car park was renewed on 27 January 2010 over the telephone using Reed's CCC;
- Jones did not use this car park until after SK had gone off on sick leave;
- Prior to going off on sick leave SK re-commenced using this car park, but why she did is unclear.

154. Accordingly, the renewal was either done: by Reed personally; or under Reed's direction; or by someone who had access to the renewal notice and

Reed's CCC details. As the renewal was sent to Reed's personal mailing address the renewal could not have been done from Reed's work unless she actually brought the renewal form into work. There was no work connection with the car parking gift. In her EROI it is clear that Reed was asserting that the renewal was done by someone at her work using her card. But, and I find, this could not have been done unless Reed herself had some involvement. There is no evidence to suggest that anyone at Reed's work did or could have known about Reed's gift to SK of the car park. Further, I find that no-one at Reed's work could have known about the renewal unless Reed told them.

155. If someone at Reed's work had done the renewal at her direction (or with her encouragement) then the existence of this car park would have become known, and the use of it would have been an issue. However, on the evidence as a whole it is unclear whether the existence of this car park was known at Reed's work until after SK went off on sick leave.
156. If Reed had some involvement in the renewal (as I find she must have had), then the relevant intention of Reed needs to be ascertained at the date the car park was renewed. Given the inadequate state of SK's evidence, I am unable to find that Reed's intention was to allow SK to continue to use the car park. Whilst the situation is very suspicious that this was the case, the poor quality of SK's evidence does not enable a finding to be made beyond all reasonable doubt.
157. I find Reed not guilty of charge 3. Charge 3 is dismissed and Reed is discharged.

CHARGE 5

158. The Prosecution is required to establish that Reed:
 - (1) By a deception,
 - (2) Obtained property.

159. I note that charge 5 identifies the “property” as “a head cap brand name Aerial”, and then alleges that it was the property of the NT. This is curious as clearly it was purchased from a BP service station. In the particulars handed up at the start of the case it was asserted that Reed obtained possession or control of the cap.
160. On 28 April 2010 there was a Stores stock requisition (Exp29) for “accoutrement belt, holster, magazine pouch, keepers” in the name of “Reed”.
161. On 29 April 2010 Reed was due to attend the police firing range for work related firearms training, and hence the aforementioned Stores requisition on the day before. The firing range was at Mickett Creek which is next to Knuckey Lagoon (T173). According to the map that was tendered (Exp30) in order to get to the firing range from Darwin city a person would have to pass very close to the police Stores premises.
162. Stores was based at Berrimah (behind the PMC according to Exp30), and was open from 0800 to 1600 (T173). At the relevant date there were “42 Legionnaire style caps available, in stock” (T184), but there was no evidence that Reed knew or ought to have known this.
163. On 6 May 2010 Reed purportedly completed and signed a “submitted transaction summary form” numbered 117092 for a “general expense” of “\$215.95”. This document became Exp11. As part of that form the following “acknowledgement by cardholder” was notionally ticked:
- Cardholder has incurred all expenses for official purposes claimed on behalf of the NTG whilst carrying out their designated role.
164. Page 2 of Exp11 contained a “detailed expenditure analysis” which included a claim for \$16.95 for “fuel” from BP Darwin City. On the face of this document it purports to be a claim for purchasing fuel. Page 3 of Exp11 contains a receipt from BP for the \$16.95, and a Westpac Mastercard approval dated 28 April 2010.
165. In her EROI (Exp42) Reed said the following:

GWYNNE I refer you to a purchase on your Corporate Credit Card on the 29th of April, 2010. What I have here and I'll show you Nouvelle, it's a expenditure analy...analysis sorry, and a the um card docket with it. Can you tell me, can you have a look at that?

REED Yeah sure. Yep a hard drive.

GWYNNE No, read the other one, sorry, no go back, there should be two purchases there.

REED Hard drive and fuel.

GWYNNE I want to talk about the fuel.

REED Why did I use my card for fuel?

GWYNNE Yeah.

REED Because I only just got the new other blue Nissan Dualis and there was no um credit card, um fuel card with it.

GWYNNE Alright, so um when you fill your car up, what's your general practice, do you normally wait until it's empty, do you top it up or is that an unusual amount?

REED Um, look I don't know, the point is who's car would I have filled up? Cause I don't have a other car. And like I said, yeah, I know that I used um...

GWYNNE Yeah okay.

REED There's no doubt in my mind that I used that credit card to pay for it because I didn't have any...

GWYNNE Well you signed this transaction summary form which includes that transaction 110792 and you've put a claim in, for fuel.

REED Yes.

GWYNNE Okay.

BRAVOS Are you sure that's fuel?

REED **No, I know what it was, it was for a hat.**

(There was a noticeable change (when I heard the EROI) in Reed's tone, consistent with her just remembering something. It was she

who remembered that the purchase was for a cap, before the allegation was put to her.)

GWYNNE Okay, tell me about that.

REED I know why we got it. Can I just have a look at it again please Colleen?

GWYNNE Sure.

REED I remember that it was down at BP um on the left hand side, Darwin, and I was going to the range that day.

GWYNNE Okay, why did you claim it as fuel when it was a hat?

REED Cause when I looked, I just didn't take any notice Colleen, it was an accidental mistake. I went there, I needed a hat, it was an accidental mistake.

GWYNNE Okay, so you purchased a CC aerial head cap from the service Station for protection at the shooting range.

REED Yes that's correct.

GWYNNE Was that an entitlement?

REED To get a hat? I believe so, yes.

GWYNNE And um in terms of your agreement you signed for the use of the Corporate Credit Card, would it include that?

REED Yes.

GWYNNE Under what part of that?

REED I don't know what part Colleen. (inaudible speaking with Perry)...under OHS...OH&S requirements...

GWYNNE Now stores you...

REED I know, I know Colleen.

GWYNNE Why wouldn't you go to stores and...?

REED Because it was accidental and I was on my way out to the range and I called in and I picked it up.

GWYNNE Again I'll ask you, is that an entitlement?

REED I believe so yes.

GWYNNE I refer you to your acknowledgment for undertaking a declaration for use of a NT Government Corporate Credit Card, and I'll show you this, which you've signed on the 31st of August, 2007. 'I acknowledge that I may not use my Corporate Credit Card for personal non work related purchases, hospitality and entertainment, cash advances, purchase of fuels, splitting of purchases, use my personal Fly Buys, gaining personal benefits and procurement of supplies or services from either interstate or overseas without NT industry capability network approval. Which is the procurement guidelines. The cap in question, do you think it falls into any of them?

REED No.

GWYNNE You wouldn't think it was a personal benefit?

REED No.

GWYNNE Even considering that the Northern Territory Police, Fire and Emergency Services provide caps for protection?

REED No.

GWYNNE Okay, in hindsight do you think perhaps that would have been preferable option is to obtain a Police issued hat that we procure through the regular procurement processes for distribution to Member for protection?

REED I suppose in hindsight. Look, like I said at the time, there was no intention, it was just, I was on my way to the range I needed to get a hat and that's all I did.

BRAVOS Where's the hat now?

REED In the back of the car.

BRAVOS Back of your current car?

REED Hey.

BRAVOS Back of your current car now?

REED Um, yeah, no it wouldn't be it would be in the office sorry. Look I don't know.

GWYNNE So um.

REED Cause I needed the hat.

GWYNNE Nouvelle you said the claim for the \$16.00...

REED Yeah I know I've put down as fuel and I'd say it's based on a receipt but I didn't take any notice of it.

GWYNNE So you were saying it's purely negligence, is that correct?

REED What was the actual (inaudible)

GWYNNE The fact that, that you claimed it as fuel and in actual fact it's a hat.

REED Yep. Can I just have a look at the receipt?

GWYNNE Sure, okay.

REED Look I wouldn't have taken any notice...would have just seen the fact that it was from BP Darwin City so it was nothing intentional.

GWYNNE Just one thing, I notice, I have, we'll talk about it later but I have looked at fuel purchases and there is a definite trend that you don't purchase fuel, small amounts of fuel, so pretty much a practice that we all use. We fill our car up. Did that small amount sort of peak any interest?

REED It should have but it didn't at the time.

GWYNNE Okay.

BRAVOS Just one more. When you gave this transaction summary form to your verifier, in this case Sue KENDRICK what did she, what did you think she believed it would be?

PERRY (Inaudible)

BRAVOS When you submitted it as fuel...

REED She can only go on what's written on there and like I said it's an oversight by me. I've just seen the receipt, I've looked at the receipt, says it come from BP and I have just picked the fuel. There is nothing intentional, there is no malice, there no...

GWYNNE Okay, alright in terms of alleged criminal activity we have that completed. If there's nothing else you have, there's nothing

else we have in relation to pretty much the matters that were put to you.

REEDAnd as far as the cap goes there was nothing in that. I was on my way to range and yes look I've come back and all I've seen in, I think, can you tell me when the purchase was?

GWYNNE Of the, which one, the cap?

REED The cap one.

GWYNNE Yep, 28th of...

REED When did I put in the thing?

GWYNNE The purchase was the 29th of April and that was claimed on the 6th of May.

REED Should've, didn't even think twice about it.

GWYNNE Sorry Nouvelle, let me correct myself there, the 28th of April at 0912 in the morning on your way to the range.

REED And when did I put it in?

GWYNNE Yeah 6th of May.

REED And like I've said all I've done is I've looked at the, haven't thought twice about it.

GWYNNE Okay.

REED There is no, no intent to deceive..... (**emphasis added**)

166. Clearly the cap purchased was not police issue. There was evidence that the rank of Superintendent was a "uniformed" position.

167. In my view, the biggest difficulty for the prosecution is that on the evidence the cap was purchased for a work-related purpose, namely to provide some protection while she undertook firearm's training as part of her work. She did not buy it to go fishing. Yes, it was a cap that she might be able to wear also to go fishing (but it was not an attractive cap), but this could also be said about the caps apparently available from stores. There was no

evidence to suggest that if she had obtained a cap from stores that there was anything to prevent her from wearing it other than as part of a full uniform, and whilst performing work.

168. The prosecution highlight the claim for “fuel” when in fact it was a cap, and it is this, which it is said discloses the dishonesty. The prosecution are asserting in effect that Reed knew she shouldn’t have bought the cap so she has tried to conceal it as “fuel”. In this regard, the highest the prosecution case goes, in my view, is to raise a suspicion that this was the case. Reed would have been fully aware that she had a fuel card for fuel in her vehicle. So putting it down as “fuel” would have raised questions (or should have). Her explanation in her EROI is one of mistake, and I am unable to reject this beyond all reasonable doubt.
169. In my view, Reed should not have sought re-imburement for the cap that she purchased. It was her mistake not to bring a cap from home, or have one in her vehicle, or allow time to collect one from stores. She might have assumed she had one in her car, but then discovered that she didn’t. She might not have even thought about needing a cap until she was heading off. But her purchase was for a work related purpose at the time it was purchased. The prosecution do not suggest otherwise.
170. I am unable to find beyond all reasonable doubt that her actions were an intentional deception, sufficient to warrant a criminal sanction. In my view, her actions in using her CCC were probably wrong, but I do not consider her actions on this occasion as sufficiently serious as to require the attention of the criminal justice system. A matter of a \$16-95 cap might best have been dealt with internally.
171. I find that charge 5 has not been proved beyond all reasonable doubt. Charge 5 is dismissed and Reed is discharged.
172. I will hear counsel on penalty in relation to charge 1 and any consequential orders herein.

Dated this 31st day of October 2011.

Daynor Trigg
STIPENDIARY MAGISTRATE