QUEENSLAND RACING COMMISSION OF INQUIRY

Commissions of Inquiry Act 1950

FURTHER SUPPLEMENTARY STATEMENT PURSUANT TO SECTION 5(1)(d).

I, **ROBERT GEOFFREY BENTLEY** of c/- level 10, 300 Adelaide Street, Brisbane, Queensland, Company Director, do solemnly and sincerely declare as follows:

1. I refer to my previous statement dated 26 July 2013 and to my supplementary statement dated 11 September 2013. As invited by the Commission I wish to elaborate on certain matters raised in my evidence given in the Commission hearings on the 19th, 20th, 23rd, 24th and 25th September 2013.

2. I refer also to the notice dated 10 October 2013 ("Notice") sent by the Commission to my solicitors informing me of potential adverse findings that may be made by the Commission.

3. My legal advisers will make written submissions to the Commission of Inquiry addressing the terms of reference, and the potential findings that may be made against me.

4. During my evidence, reference was made to the update of D & O insurance and the finalisation of deeds of indemnity occurring at the same time as revised contracts of employment were offered to the four senior executive staff. The suggestion was that I was putting in place protection for myself because I knew what I was doing was wrong [e.g. transcript reference: 2-

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Further Supplementary Statement of Robert Geoffrey Bentley

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18, line10]. I strongly deny that suggestion. I already had a deed of indemnity from QRL and RQL, and it was being updated. Similarly, RQL already had in place a policy of D & O insurance, and the update of this policy was referred to in the board minutes of 15 June 2010 [RQL.108.003.0008]. It was again referred to in the minutes of 8 July 2011. It was standard practice at QRL/RQL for the policy to be updated. I do not consider this to be in any way unusual. I reject the proposition that the reason there was an update in the D & O policy was because I knew there would be an inquiry and that I thought I would be found to have breached my director's duties. The documents that the Commission has would reveal that the process of updating the policy was undertaken over a long period of time, and commenced well before any thought was given to the employees' contracts.

5. It was requested of me during the hearing [transcript reference 6-3, line 34] that I define the 'atmosphere' at RQL leading up to 5 August 2011 such that the four executives found it difficult to perform their tasks. During my evidence, I made note of the fact that what was occurring during that time was slowly 'breaking down the organisation' [transcript reference: 6-3, line 15]. As such, there was build up over a period of time where the environment that the four executives worked in deteriorated. This deterioration was directly affected by increased speculation regarding an election and potential change of government. After the floods in 2011, there was, it seemed to me, a distinct decline in support for the then Labor premier, Anna Bligh, and all things associated with her government. As the racing industry is inextricably linked with political affiliations and agendas, the instances and the environment surrounding racing and the four executives in particular deteriorated as momentum for an election and possible change of government increased.

6. The attacks by Mr Ray Stevens, the opposition spokesman for racing, and by sections of the media, including electronic media, destabilised the senior executives of the organisation, as they were subjected to personal attack simply for carrying out their duties. In my view, the LNP saw the opportunity

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to use racing as a political football in order to gain media exposure. These attacks were State-wide. One of the attackers was the journalist Mark Oberhardt, who I note worked for the Government in the Premier's Office following the election.

7. It was my observation that the senior executives, who bore the brunt of the abuse, found it increasingly difficult to operate. The racing industry is fickle and many saw a possible change of State Government as an opportunity to settle what were perceived to be old scores. Many changed allegiance to the LNP because they perceived it would be to their (or their club's) personal advantage. Licensees began to challenge, and in some cases threaten, Paul Brennan and Jamie Orchard. Bookmakers were personally abusive to Shara Reid. (Indeed, I believe the Commission will have seen for itself how some sections of the industry do not hold back when it comes to directing abuse of people. The blog in which people were making highly offensive remarks during the public hearings is just a further example).

8. It is in this context that the four executives found themselves being the daily recipients of:

   (a) Harassing phone calls;

   (b) Farewell cards;

   (c) Threats to their persons or their families;

   (d) Snide remarks and insinuations;

   (e) Adverse and insulting comments on blog sites;

   (f) Untruthful and scathing comments made in person; and

   (g) As was noted in my evidence during the hearing, one executive was forced to relocate her child to a different school because she was

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being repeatedly bullied by children whose parents were not against the executive personally, but against the then Labor government and the associated RQL.

9. People within the racing community thought their actions toward the executives were appropriate somehow justified as they suspected, and in my opinion correctly so, that the executives would be sacked by the new Board should there be a change of government. It was not because the four executives did a poor job, it was because their detractors believed that under a new regime, an LNP aligned regime, that their agendas would be favoured above others.

10. Paul Brennan and Mal Tuttle were receiving, on a daily basis, unwarranted complaints from people in each of the codes in relation to barrier draws, abandoned races, handicapping and lack of prize money. From early 2011 these calls escalated and became very personal and would often finish with words to the effect of: "when the LNP win you and Bentley will be gone". I also received such attacks. Obviously, complaints were a normal part of the RQL business, but the number of complaints and the level of personal abuse seemed to skyrocket once there was a perception of a forthcoming change of government.

11. I recall one occasion in the car park at Deagon when Paul Brennan had to deal with a greyhound trainer who was wielding a piece of 4 x 2 and threatening to smash the doors of the offices. Executives received letters and cards with messages such as "Adios" and "It's just a matter of time until you are gone". Blog sites referred to the four executives with disparaging nicknames. This ate away at morale. The website "letsgohorseracing" repeatedly ran commentary to the effect that on the first day of the LNP government Mal Tuttle and Jamie Orchard would be shown the door.

12. Wade Birch, the chief steward, reported on Monday mornings (obviously after receiving comments at the Saturday races) that if he kept his head down he would be alright 'but the rest of you are gone'.

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13. As I saw it, and the other directors agreed with me, the executives had two choices: continue working in the environment and complete what they were working on, to the benefit of the racing industry as a whole, and be sacked by those appointed by an incoming LNP government, or walk out and seek new employment.

14. During examination, it was put to me, [transcript reference: 5-11, line 8] whether RQL thought it was a good idea to spend $1.4 million to keep four executives for possibly three weeks? In my evidence [transcript reference: 5-11, line 9] I indicated that three weeks was the worst-case scenario for the then Government to call and hold an election. Based on the current political climate at the time as well as media articles the general consensus was that the election would not be until the following year, 2012. In the event, the Board made a commercial decision regarding the renegotiation of the contracts of the four executives, after having taken legal advice.

15. I have had the opportunity to re-read the Clayton Utz letter that refers to potential election dates. It was with the range of possible election dates in mind that Clayton Utz suggested a cap of 12 – 14 months. The board accepted that advice and chose a cap of 14 months. They had various lawyers with what I understood to be specialist expertise in such matters and I assumed, given the work that Clayton Utz was doing with RQL, that they understood the corporate structure of RQL. Certainly if they thought they needed any further instructions on anything then I am sure they would have asked.

16. It was suggested to me during evidence [transcript reference: 5-76] that the Board paper that I presented, on behalf of the four executives, which set out an idea of what the executives were looking to achieve through the renegotiation of their employment contracts was an "astonishing offer", as the executives were seeking to be paid until the end of their contracts - June 2013. In my evidence I confirmed that this proposition did not go forward [transcript reference:5-76, line 3]. I also noted it would always be a

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proviso of Clayton Utz [transcript reference: 5-76, line 5]. Meaning that, in my mind, whatever was proposed by the executives and discussed by the Board, would be considered by Clayton Utz to make sure that it was legal. It was always the case, as was recorded in the board minutes for 20 July 2011 that RQL intended to take advice from Clayton Utz about the contracts before signing them.

17. It was put to me by Counsel assisting, [transcript reference: 5-94, line 9], that the redundancy payment of 14 months to the four executives was outside the best interests of RQL. In my evidence I sought to deny this [transcript reference: 5-94, line 11] but was cut off before I could answer the question further. In respect of my agreeing, along with my other Board members, to a redundancy that provided the four executives with 14 months pay I say that I had sought to act in the best interests of RQL, based on the following:

    (a) the contracts were formulated as a result of a commercial negotiation process;

    (b) RQL had engaged lawyers, Clayton Utz, to act on its behalf and to provide advice to the Board in respect of the contracts and whether there was any issue for RQL with respect to the terms of those contracts;

    (c) The cap of a 14 month termination pay was not a suggestion of RQL but was suggested by the lawyers engaged to act on behalf of RQL, Clayton Utz, taking into account the possibility of an early election. I relied on this suggestion by RQL's lawyers as I assumed it was advice that would be in RQL's best interests.

    (d) I, as Chairman, had discussions with the lawyers acting on behalf of RQL, Clayton Utz, regarding the contracts. There was no mention of there being an issue for RQL as a result of the cap of 14 months in these contracts.

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(e) The process of reaching agreement was always intended to be a final meeting between the board, Clayton Utz and Norton Rose. Clayton Utz declined because they thought it was unnecessary.

(f) As I said in my evidence I spoke with Barry Dunphy after his advice of 1 August. I was questioned as to why that was necessary (as if I was trying to get him to change his advice). However I spoke to Mr Dunphy after I received the Norton Rose advice of 3 August. I recall that the purpose of the conversation was to tell him the further advice from Norton Rose. While I cannot recall now the details of the conversation, the outcome from that conversation was that he was okay with it. Certainly if he had raised any concerns about what was proposed then I would have wanted to sort that out, as I would not have wanted to proceed against his advice.

18. It was always my intention, and the intention of the board of RQL, that Norton Rose was engaged to advise the four senior executives. I believe this is made clear by the board minutes of 8 July 2011. I am not privy to what occurred such that the Norton Rose advice was worded in the way that it was.

19. I maintain that the decision I, and the other directors of RQL, made to offer the four employment contracts was in the best interests of RQL having regard to the necessity of those employees continuing to work on their important projects in the period until the State election. As it transpired (and as we expected would be the case) the election was not called until late March 2012.

20. The draft advice of Clayton Utz dated 2 June 2011 related to an earlier proposal regarding employee contracts and remuneration. That proposal did not proceed, in large part because Clayton Utz advised against it. I cannot recall whether a copy of the 2 June 2011 draft advice went to the board. I think that I would have mentioned it in discussions with members

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of the board around the time because there must necessarily have been some discussion as to why things changed course. The later Clayton Utz advice shown to the board (dated 1 August 2011) referred to earlier advice and if any member of the board had asked to see the earlier advice, it would have been provided to them. I was certainly not seeking to hide the advice from the Board.

21. As I said in my evidence, I am certain that I did not see the draft advice of Norton Rose dated 15 July 2011, and therefore could not have failed to disclose it to the Board.

22. In seeking legal expert advice about the terms and the effect of these contracts I believed that I was acting in the best interests of RQL.

23. It was put to me numerous times during my evidence that I had a conflict of interest because I was a director of Tatts and a director of QRL and then RQL. I accept that my directorships gave rise to a potential conflict of interests.

24. I was well aware of the potential conflict and maintain that I acted appropriately by not being a director of Product Co, not taking part in any decisions that affected the amount that Tatts was required to pay under the Product and Program Agreement (including by excusing myself from directors meetings of QRL), and not taking part in any discussions about whether any, and if so what, action should be taken against Tatts once it began deducting NSW race fields fees from the program fee paid to Product Co.

25. During my examination it was suggested to me both that it was inappropriate for me to become involved, in the sense that I attended a meeting with David Grace, and had email communications with Dick McIlwain; and (at T4-5) that I should have become more involved to ensure that some action was taken as a result of the Grace advice.

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26. Therefore, I consider that the Commission is contending that I am damned if I did something, and damned if I didn't.

27. I maintain that I chose not to become involved in what should happen as a result of the Grace advice, and that was an appropriate way of managing my potential conflict.

28. I saw no issue with being provided information after a decision was made as there was no longer a conflict. This is particularly true in respect of wagering information. In my position as chairman of QRL/RQL, I needed to be aware of those types of decisions, as it would enable me to perform my duties in respect of budgets and planning.

29. During the hearings of the Inquiry, counsel assisting sought to put a number of instances to me, alleging that I had a conflict and had either used that position of conflict for the benefit of either myself or Tatts. In addition to my oral evidence, as I was not always permitted to finish my train of thought or response, I wish to clarify those questions / instances further.

30. During the hearing, counsel assisting produced to me a number of documents (Documents 23, 24 and 265). My email to Mike Kelly (Document 23) dated 3 January 2010 was in response to an article in the Sunday Mail by Bart Sinclair which alleged, amongst other things, that I was not independent in my dealings concerning QRL because of the potential conflict with my position as a non-executive director of Tatts.

31. It was put to me that I had sought to mislead Mike Kelly in respect of my independence when I was, in counsel assisting's opinion, not independent [transcript reference: 2-41, line 33]. In particular, counsel assisting took issue with my comment that the Tatts Board considered that I was in fact independent. This is because it was my recollection that Tatts considered me independent but because of strict ASX reporting rules, I was classed and reported as being non independent [transcript reference: 2-42, line 40]. In my evidence [transcript reference: 2-40, line 30] I indicated that I would

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clarify my assertion that I was in fact independent with Tatts in house Counsel of Tatts, Anne Tucker.

32. Annexure '**RGB 7**' to this statement is a copy of an extract of the Tatts Group Limited minutes of meeting of the governance and nomination committee dated 22 June 2009. The contents of that document are self-explanatory.

33. During my evidence I was asked a number of questions about seeking a legal opinion as to whether I had a conflict of interest (and reference was made to a brief delivered by Mr Grace to senior and junior counsel). I was asked whether the reason counsel's opinion was sought in respect of conflict was so that I could show somebody that advice because I was certain of my position in respect of conflict [transcript reference: 2-51, line 25]. I was also asked why I didn't continue in pursuing Counsel's advice [transcript reference: 2-54, line 25].

34. Documents 26, 27, 29, 31, 296 and 297 relate to advice that was sought in respect of Sky Channel agreements (RQL was seeking to negotiate with Sky Channel as the control entity rather than the individual clubs for broadcast rights). I was seeking to confirm that there was no conflict that would prevent me from being involved in those negotiations and this was to be reported to the Victorian Commission for Gambling Regulation (VCGR).

35. I did not have the opportunity to review the instructions to Counsel before they were sent. In my opinion, the additional requests for copies of Sky Channel agreements from individual race clubs were outside the terms of the brief as the instructions were limited solely to the conflict issue. As can be seen from the email of Shara Murray to David Grace (Document 297), the VCGR had advised RQL that there was no conflict issue. As such, there was no longer any need to continue to seek that advice.

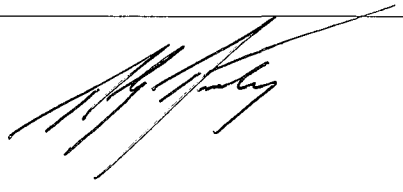
36. This is but one example of where documents were shown to me whilst I was in the witness box, with no forewarning. There is a perfectly good

explanation for the action that I took, but I was not given the opportunity of considering the documents before being required to address them. This course seems to have been taken for no reason other than to attempt to confuse and/or embarrass me.

37. During evidence it was put to me [transcript reference: 2-100, line 15] that I attended a Product Co meeting on 13 October 2008 as my name had been twice handwritten on draft meeting minutes that were unsigned. As stated in my evidence [transcript reference: 2-100, line 15] I don't believe I have ever attended any Product Co meetings. On reflection I maintain that position. I note that the Commission has not identified who wrote my name on the draft minutes, or investigated why that was done.

38. In evidence, it was put to me [transcript reference: 2-87, line 10] that I knew the importance of the question of whether the Product and Program Agreement (PPA) allowed Tatts to pass the charge, being the charge levied against Tatts in New South Wales, on to Product Co. As noted in my evidence, [transcript reference: 2-87, line 10], I considered the third party charge as a given and part of the contract that Product Co had with Tatts. I maintain that because of my conflict, I did not involve myself in any decision as to whether any and if so what action should be taken under the PPA. Whilst I accept that I knew about the issue, I was confident that the appropriate people within Product Co and QRL would handle/resolve any issues that needed to be determined.

39. It was suggested to me [transcript reference: 3-12, line 35] that I thought about the PPA and the potential impact that race fields legislation would have, if introduced. I agree, I did think about the potential impact of the race fields legislation, if introduced. It would be a good thing for the industry and particularly QRL/RQL as corporate bookmakers would be forced to contribute to the industry, which would mean more funds available for prize money as well as providing safer and better facilities at race tracks. As I noted in my evidence [transcript reference: 2-32, line 10], I definitely

Signed:  Taken by: 

supported the implementation of race fields legislation in Queensland. I did not however, seek to involve myself with the issue of the PPA and Tatts.

40. Counsel assisting produced to me an email from Malcolm Tuttle (Document 61) [transcript reference: 3-12, line 40] dated 23 October 2008 setting out issues that arose as a result of the proposed Queensland race fields legislation. In particular, counsel assisting was most concerned with item number 7 of Mr Tuttle's email which states, "need to consider what, if any, role of Product Co has..." [transcript reference: 3-13, line 30]. The inference raised by counsel assisting was that the decision regarding the role of Product Co was that of the directors of QRL, including myself as chairman [transcript reference: 3-13, line 40].

41. As I have now had the opportunity to consider the documents put before me, the email from Mr Tuttle relates to discussions with members of Government and the role of Product Co, referred to in point 7 of that email, in enforcing the proposed race fields legislation. This email does not refer to any sort of decision to be made by QRL about the role of Product Co vis-à-vis the PPA, but rather a consideration of what Product Co's role would be in the event of race fields legislation being implemented.

42. It was suggested [transcript reference: 3-31, line 1] that I knew there was uncertainty about the meaning of the PPA. In my evidence I confirmed that there was uncertainty [transcript reference: 3-31, line 2] but I did not get the opportunity to clarify that uncertainty. As I mentioned on numerous occasions during my examination, I always understood that Tatts could offset any third party charge against Product Co. The uncertainty surrounding the PPA during 2008, which was raised as a result of the inception of race fields legislation, was whether Tatts would consent to monies, recovered from the corporate bookmakers being kept by Product Co.

43. It was also suggested [transcript reference: 3-31, line 5] that over the following 12 months I personally did nothing about whether Tatts could

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continue to deduct NSW race field fees from the fee payable under the PPA. This is true and I sought not to be involved in a matter/ issue that I had a potential conflict with. I believed that QRL, Product Co and the other two codes would have sufficient and experienced people to resolve any such issue without my involvement. I am sure that if I had been involved in decision-making I would be roundly criticised for it.

44. It was suggested [transcript reference: 3-41, line 20] that my seeking not to be involved in a decision as to whether David Grace spoke to the QRL board regarding the PPA was a 'set up', because, it was alleged that I knew that Tony Hanmer did not want David Grace at the Product Co meeting, and I did not want to make a decision about him attending the QRL board meeting. In that way David Grace would not attend either meeting. I deny this proposition emphatically. It is nonsense. As I noted in Document 88, Tony Hanmer had spoken with David Grace who had said he would not attend the Product Co meeting. These things occurred independently of myself and I had no influence or input into the matter. As matters transpired David Grace attended two meetings of Product Co.

45. It was suggested by counsel assisting [transcript reference: 3-74, line 10] that I did not want Mr Tuttle and Mr Hanmer to sort out their difference of opinion on the PPA legal advice provided by David Grace. No further basis for this allegation was put to me however, as was noted in my evidence [transcript reference: 3-74, line 5 and 10] I had expected that if there was any issue between them then they would sort it out. This is because both knew that I had a conflict so I would not become involved. This does not mean that I was in any way happy with the differences between them.

46. It was also suggested (for example at transcript T3-51, line 33) that I was being kept up to date by Mr Hanmer and Mr Tuttle. Both of those gentlemen knew of my position and potential conflict, so they did not discuss matters with me. In any event, as I have repeatedly said, I did not take part in making any decisions, or in attempting to influence how any decision was made.

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47. It was suggested to me (transcript T3-74, line 15) that despite knowing that Mr Grace had given advice, I accepted advice from Tatts that the race field fee was properly deductible. I did no such thing. I had my own view on whether the fee was deductible as a third party charge. Tatts shared that view. It is not a case of Tatts and I having a discussion about it and them persuading me that what they were doing was correct.

48. I certainly deny that I attempted to influence Tony Hanmer or Mal Tuttle about what they should do, or that I did in fact do so.

49. I did not cause QRL, RQL or Product Co not to seek legal advice, or to take any action regarding the PPA. It was not explained to me how I could do that, but I did not take any action or attempt to persuade anyone to take that course.

50. Paragraph 3(d) of the Commission's letter dated 10 October 2013 gives notice that a finding may be made that I was inappropriately involved in communications with five groups of people about six matters. I am aware that my solicitors have asked the Commission to clarify precisely what is being alleged, but that the Commission has refused to do so. I do not know, for example, whether it is alleged that I spoke about all matters with all people, about a particular matter with a particular person, and which communications are alleged to be inappropriate, and which are not. In the case of categories (i), (iv) and (v) the particular people I am alleged to have spoken to are not identified. In the absence of this sort of detail (bearing in mind that I am notified that a finding may be made that I have likely committed a criminal offence) I cannot meaningfully respond to subparagraph 3(d) other than to deny that I had any inappropriate communications.

51. During my evidence, counsel assisting produced a folder containing a supplementary statement of Tracey Harris dated 18 September 2013

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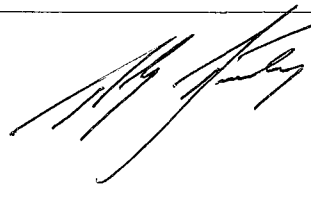
[transcript reference: 2-55, line 5]. I had not seen this statement prior to the hearing.

52. In respect of paragraph 21 of Ms Harris's supplementary statement, it was put to me that I gave Mr Carter and Ms Harris direction about modelling, the approach to calculating race fees and a change in an agreement with Sportingbet [transcript reference: 2-60, line 30-40]. It was also put to me [transcript reference: 2-61, line 10] that I had attended a meeting with both Mr Carter and Ms Harris as well as Tony Hanmer where a report was given, by Ms Harris, about race information fees, modelling and variables such as percentages to be charged.

53. As noted in my oral evidence [transcript reference: 2-60, line 30 -35, 2-61, line 10-15, and 2-61, line 40] I deny those allegations and say they are incorrect as I would not be involved with any such decision making as I considered that to be a conflict of interest. I deny ever attending a meeting with Mr Carter, Ms Harris and Mr Hanmer regarding modelling and wagering percentages to be charged. I would, however, see no issue in my being provided with information about modelling and percentages to be charged after those issues had been determined [transcript reference: 2-61, line 25]. Further, as a director of QRL/RQL, I would need to know this information to enable me to manage budgets of QRL/RQL in respect of race programming.

54. It was put to me during examination [transcript reference: 3-84, line 15] and was noted in counsel assisting's address to the Commissioner [transcript reference: 4-36 and 4-37] that I had selected both Lambert and Andrews to leave the Board of QRL because they were agitating issues in respect of the advice received by David Grace concerning the PPA. It was suggested that I was "intent" on getting rid of Andrews and Lambert because they wanted to test the right for Tatts to deduct the third party charges under the PPA and I didn't want that (T4-39). Further, it was suggested that I selected Lambert to leave and then engineered the elections of the directors of QRL so that Andrews could not be re-elected to the Board.

Signed:  Taken by: 

55. I strongly refute those suggestions, and further clarify the events surrounding the retirement of Mr Lambert and the election Mr Andrews.

56. The retirement of directors of QRL was set out in the Constitution. The two longest serving members were required to retire and would be eligible to stand for re-election if they wished. At the relevant time, Tony Hanmer and Michael Lambert were the two longest serving members, followed by myself, Mr Andrews and then Mr Ludwig.

57. Before the time of the elections, Mr Andrews announced that he would stand down and go to election, despite him having another year to run. This upset the status quo and resulted in a choice needing to be made between Tony Hanmer and Michael Lambert as to retirement. Tony Hanmer informed me that Michael Lambert, during a strategy meeting at the Powerhouse Hotel, had indicated that he would stand down and not seek re-election, thus solving part of the election issue. Michael Lambert sought to deny this conversation, some months after the event.

58. It was put to me during examination [transcript reference: 4-21, line 5] that I thought I was above following the constitution of QRL in respect of the election process of QRL directors. I denied this suggestion [transcript reference: 4-21, Line 5] and seek to clarify the election process further.

59. It was suggested to me that I wanted to choose who would be on the QRL board and that the criteria for the independent recruiter, as set out in the constitution, was enough [transcript reference: 4-23, line 4]. I sought to explain during my evidence [transcript reference: 4-23, line 15] that the criteria set out in the constitution was not commercial and that the recruiter needed a better understanding of the needs of QRL.

60. It was put to me that I sought to meet with Mr Wilson, the independent recruiter, after the nominations for directors had come in [transcript reference: 4-24, line 45] to attempt to influence the selection of directors on

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the short-list. I deny this. I believe that the initial discussion with Mr Wilson, there were three (3) in total, was on or about 1 April which well before the nominations came in. During that initial discussion I reiterated some qualities that would be beneficial for a potential director of QRL to have. This was considered by Justice Wilson in the Supreme Court, and nothing adverse was said about it.

61. The second meeting that I had with Mr Wilson was in respect of a personal matter, concerning my son in law, and did not concern the selection of directors at all. That meeting was on 12 June. I requested the meeting by telephone and the meeting was a general discussion confirming inquiries and investigation my son in law had made in respect of business analyst opportunities. It was a general conversation regarding the market at that time and about what opportunities might be available for my son in law as a business analyst seeking employment. There was no request for payment and there was no discussion at all regarding the election process.

62. The third meeting that I had with Mr Wilson was after the nominations had come through on about 24 June. During that meeting, Mr Wilson told me his reasons Mr Andrews was not included on his short list was because he felt Mr Andrews had little understanding as to his role on the board of QRL, had little insight, seemed to like the idea of being on the Board rather than the role itself, and had appeared to be unprepared for the interview. I sought this information from Mr Wilson as I knew Mr Andrews would ask me the reasons as to why he missed out.

63. It was put to me during examination [transcript reference: 4-28, line 10] that I was standing over the independent recruiter and "crushing" him by interfering with his independence. I denied this in my evidence [transcript reference: 4-25, line 10] and reiterate that my only involvement with Mr Wilson was right at the start of the process to provide a commercial perspective of the needs of QRL. I had nothing to do with who was considered by Mr Wilson for the short list.

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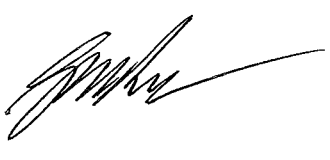
64. It was suggested that I sought to 'block' Mr Andrews' re-election [transcript reference: 4-39, line 35]. I deny this. I did not intend on blocking Mr Andrews' re-election to the Board [transcript reference: 4-40, line 15]. Such a suggestion is inconsistent with my actions at that time when, as the Board had already considered increasing the size of the board, I said to Mr Andrews that I would be happy to support his bid for re-election then [transcript reference: 4-40, line 19].

65. Counsel assisting put it to me on more than one occasion that the only reason that Ms Watson was removed from the Board of RQL was because she copied her letter to me, dated 30 October 2010, to the Minister and the Office of Racing [e.g. transcript reference: 4-62, line 3].

66. That is a misrepresentation of the facts. Ms Watson was removed from the Board because of breach of confidentiality, which goes far wider than merely copying the letter to the Government. As noted in my evidence [transcript reference: 4-62, line 4], Ms Watson was "talking to stakeholders outside about the plan".

67. As was noted in the minutes of the board meeting of RQL held on 5 November 2010, under the heading "Strategic Plan", "*The plan is currently before Government and the leaking of parts of the Strategic Plan to the Courier Mail is most unfortunate and has been counter-productive. The Chair advised that he had scheduled a meeting with the Premier and the Minister to seek permission to release the Plan. The releasing of the Plan will allay many fears of the stakeholder.*" Further, from the discussion in the minutes of the meeting on that day, it is clear that Ms Watson advised that she had changed her mind about the plan and was then acting on the wishes of an undisclosed number of greyhound stakeholders who were lobbying to have the Asset Plan changed so as to Logan development would replace Deagon as the headquarters of greyhound racing. Mr Milner informed the meeting about discussions he had with a Mr Felgate, revealing that Ms Watson was seeking support through greyhound trainers to lobby the Minister to reject the Asset Plan, in particular, the headquarters for

Signed:  Taken by: 

greyhounds being located to Deagon. Ms Watson admitted that she had in fact telephoned Mr Felgate and had sought his support to lobby the Minister for the reinstatement of Logan as the headquarters of greyhounds.

68. In the notice that went to Ms Watson, it stated that the reasons for my seeking a members' vote on her conduct were discussed at the Board Meeting on 5 November 2010 and the relevant minutes were sent to her. The notice did not say that the sole reason for seeking Ms Watson's removal from the Board was her copying of the letter to the Minister and the Office of Racing.

69. Susan Moriaty & Associates made submissions in writing on behalf of Ms Watson dated 29 November 2010. In those submissions, she did not seek to contradict the fact that Ms Watson had spoken to Mr Felgate.

70. In fact, as the board minutes record, Ms Watson admitted speaking to Mr Felgate.

71. In the minutes of the members meeting held on 6 December 2010, in response to a question by Mr Milner, Ms Watson said, this is how she interacted with the greyhound community and was only representing their views and this was her style of communication.

72. Mr Felgate has given a statement to the Commission but does not appear to have been asked anything about this matter, as no subsequent statement has been provided.

73. In Ms Watson's statement to the Commission, she only briefly refers to her dismissal from the Board of RQL but does not go into any detail.

74. I emphatically deny that I acted in any way inappropriately regarding the removal of Mrs Watson.

Signed: Taken by:

75. During the public hearings, counsel assisting alleged that I had shown the Industry Infrastructure Plan ("IIP") to the Government before disclosing it to the Board on 24 September 2010 [transcript references: 4-65, line 17; 4-74, line 31; 4-74, line 33; 4-77, line 11; 4-77, line 32; and 4-81, line 26]. I denied this, repeatedly [transcript reference 4-74, line 31; 4-74, line 34; 4-77, lines 11, 26 and 27; and 4-81, line 27]. For the avoidance of doubt, the IIP was never taken to the Government before it was approved by the Board. I would attend meetings with relevant members of the Government, including the Premier, to discuss requirements necessary for the IIP, such as a loan in respect of Albion Park [transcript reference: 4-74, line 46]. These discussions focused on Government requirements that would need to be discussed and agreed by the Board before the plan was submitted to the Government for approval and most importantly, funding. That there was a plan was discussed, and certain aspects of it were also discussed. I did not represent to the government that the plan had been finalised and approved by the board of RQL.

76. It was noted by counsel assisting that the purpose for investigating the proxy issue regarding Bill Ludwig was because my evidence in respect of this "is relevant to test whether or not he was genuine in the reasons he gave for the way he treated her [Mrs Watson] and if the position in relation to Mr Ludwig assists the Commission's deliberations about his integrity and what he's saying about these things" [transcript reference: 4-83, line 45].

77. I deny any suggestion that that I acted without integrity in respect of either my dealings with Ms Watson (and her blatant breach of confidentiality) or the proxy issue concerning Mr Ludwig.

78. During examination, counsel assisting put to me the view of Mr Horan regarding the members of the Country Racing Committee not being advised that there was a special general meeting and that they were not advised of the change in the proxy arrangements [transcript reference: 4-95, line 13]. In my evidence I accepted that I did not take any steps to check if the members of the Country Racing Committee had received the notice

Signed:  Taken by: 

[transcript reference: 4-95, line 32]. However, I was not personally involved in the process. The company's corporate counsel was dealing with the process with the assistance of external lawyers. I am also aware that the whole issue of proposed changes to the constitution of QRL was widely publicised. It had been the focus of a newspaper article by Bart Sinclair in the Sunday Mail on 11 May 2008. Mr Sinclair's article went into great detail about the resolutions that were to be voted upon and, in particular, the makeup of the class A members. Annexure '**RGB 8**' is a copy of that article. I note that Mr Ludwig and I also did a tour of regional areas where there was discussions with many stakeholders.

79. It was put to me [transcript reference: 4-101, line 25] that the issues paper (Document 228) that I provided to the Treasurer in May 2009 setting out that proxy issue relating to Bill Ludwig was untrue because I had told the Treasurer that Mr Ludwig had been cleared of all charges. Whilst I now accept that the investigations by the Police, CMC and ASIC did not strictly say that Mr Ludwig had been cleared, no action was taken against him. The issues paper was not written with the intention to deceive or mislead the Treasurer. Further after consideration of the documents, it has come to my attention that the Treasurer in fact advised parliament of the outcome of the CMC and ASIC referrals on 28 October 2008, prior to the issues paper being delivered (see document 193) and so was well aware of what the position was with respect to those referrals. Further, document 194 is the police media statement issued 13 February 2009 (again, well prior to the Issues Paper) advising of the outcome of the police investigation.

80. It was suggested by counsel assisting [transcript reference: 6-27, line 34] that it was deceptive for RQL to indicate to the Government in 2011/2012 that it had a purchasing policy because it was just 'thrown in the bin and was never applied'. In my evidence [transcript reference: 6-27, line 35] I disagreed with this proposition and was asked further when did the policy ever operate [transcript reference: 6-27, line 40].

Signed: Taken by:

81. As the Commission has all of the documents of RQL (if they have all been produced), it can form its own assessment whether the purchasing policy was ever applied. I would be surprised if it was never applied. That is a matter the Commission needs to address with Adam Carter, who was primarily responsible for the policy and its compliance.

82. I reject the assertion that RQL and particularly myself were deceptive of the Queensland government regarding RQL's purchasing policies. Before the IIP was to be approved and the government funding / reimbursements made, late 2011/ early 2012, RQL did not have a purchasing policy that was in line with Government standards. The purchasing policy of RQL, prior to the addendum to the policy created in late 2011 was an internal policy. It was a guide for the purchasing of general items such as stationary and computers for RQL as well as a guide of how monies would be provided to clubs who wished to undertake their own infrastructure works. As I have only limited time and resources available to me, I am unable to provide instances where the purchasing policy would have been applied.

83. The purchasing policy was inadequate for the infrastructure plan, and the preparation of it. I have discussed the need for confidentiality concerning the infrastructure plan in my earlier statement. I have discussed why it was more efficient, and therefore, in my view, more cost effective to continue to engage Contour, rather than go to tender for consulting engineers on each project.

84. In respect of infrastructure projects undertaken by QRL/RQL, the purchasing policy did not adequately deal with the requirements for procurement. This is why the board was given discretion to waive the policy if it considered it appropriate. As such, infrastructure projects were undertaken by QRL/RQL in the following manner:

    (a) Contour would be retained, as a preferred supplier, as project and contract managers;

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(b) Contour would, on behalf of QRL/RQL, go to tender, although not usually an open tender, for contractors to complete the works required;

(c) Contour would manage the tender and contract process; and

(d) Contour would evaluate the work done and discuss/manage and mediate any issues arising from works done.

85. It wasn't until it was a requirement of the Government, in late 2011 / early 2012, for there to be a certain type of policy and requirements that the amended policy was implemented. The Government was aware that the purchasing policy in place in 2012 was to be used moving forward to ensure compliance with the Government requirements.

86. It was put to me during examination [transcript reference: 6-50, line 26] that I appreciated that I had never complied with the procurement policy that had always been in place at RQL from the first day. In response to this, I say that the purchasing policy of QRL and subsequently RQL was an internal policy that did not specifically deal with how QRL/RQL should treat infrastructure projects that it was undertaking. The policy and its application to the business of QRL/RQL were the responsibility and function of the finance manager, Adam Carter. As a Board member I had directed that the purchasing policy was updated by Mr Carter to reflect the understanding of how procurement for infrastructure projects undertaken by QRL/RQL would work. I now know that this has not been done.

87. The procurement for infrastructure projects was aligned with QRL/RQL's engagement of Contour who would undertake the tender and contracting matters on QRL/RQL's behalf. It was the intention of the Board that Contour did not have to go to tender, as they were a preferred supplier and specialist consultant. I believe the Board retained a discretion as to whether the engagement of consultants needed to be the subject of a tender in every case or not.

Signed: Taken by:

88. I reject the statements made by Counsel assisting [transcript reference: 6-51, line 24] that myself and RQL were just putting up whatever was required to suit the facts. As was noted in my evidence [transcript reference 6-51, line 1] the focus was on looking forward and ensuring compliance with Government policies, that RQL did not have prior to end of 2011 beginning of 2012, were acceptable and would be compliant.

89. I agree that Contour were not engaged in strict compliance with the purchasing policy, as it evolved from time to time. However, the reasons for QRL and then RQL continuing to use Contour were in my view sound, and I believed actually saved money for the companies. It was certainly not my intention to favour Contour for any inappropriate reason. I had no connection with them prior to their involvement on the Corbould Park project.

90. Paragraph 2(a) of Notice asserts that I -

> *(a) as a director and Chairman of QRL and RQL, involved myself, to an extent which compromised the proper division of roles between the Board and management and the proper performance of management functions, in the exercise of functions by the executive management team and other key management personnel, including in respect of:*
>
> *i. QRL and RQL's procurement activities; and*
> *ii. day-to-day financial monitoring and management matters.*

91. It is not clear whether the assertion in paragraph 2(a)(i) of the Notice applies to all procurement activities or just the procurement activities relating to Contour. I was involved in assisting with the infrastructure planning of QRL/RQL but I reject that this was to the extent that I prevented the executives from performing their everyday functions. The infrastructure projects were not something that QRL/RQL staff did as part of their everyday roles. This was an additional role/position that the executives undertook. Up until the employment of Mark Snowden in July 2010, there was not a designated team or area of QRL/RQL dedicated to infrastructure. As such, I would act so as to co-ordinate with the executives to

Signed: Taken by:

ensure that the infrastructure planning progressed. I was also involved as I was the one who had discussions with the Government about the requirements for infrastructure. As I was the conduit between QRL/RQL and the Government I thought it imperative that I understood what was happening including the progress of projects, any issues and delays. While my role was essentially non-executive, I was prepared to devote my own time, in excess of what, might have been required if I was only attending to the board tasks of a chairman, because I wanted to do whatever I could to assist the industry. I also believe that I had business and industry experience that was helpful in progressing projects.

92. In relation to the assertion in paragraph 2(a)(ii) of the Notice, again it is unclear whether it relates to any specific instance or matter. I was not involved in the day to day financial management of QRL/RQL. There was a dedicated finance department headed by the chief financial officer, Adam Carter. I would receive updates about monies coming into RQL from wagering and this would help inform me as chairman of the board as to budgeting for the company. I maintained a keen interest in the construction of the racing program as revenue outcomes from a well-constructed racing program were critical to the financial well-being of RQL. I was aware with the breakdown of the 'gentlemen's agreement' that it was of the utmost importance that Queensland maintained its position as a 'net exporter' of product.

93. Paragraphs 1(d) and 2(e) of Notice assert that I knew, or should have known, at all times during the period from 1 January 2007 until 30 April 2012 ("the relevant period") that:

(d) QRL did not comply with the requirements of clause 4.18 of the Synthetic Track Funding Agreement entered on 2 June 2007 (I think this should mean 26 June 2007 as the copy of the document that has been shown to me bears that date – if there is another document dated 2 June 2007 then I ask the Commission to show it to me), that QRL undertake open tender processes to appoint contractors to supply and lay the synthetic tracks; and

(e) there were no, or no adequate, measures utilised by QRL or RQL to ensure that contracts awarded delivered value for money.

Signed: Taken by:

94. It is my understanding that Arben Management conducted an open tender process for the implementation of the synthetic track at Corbould Park. From that open tender process, Contour was selected. After reviewing the terms of the Funding Agreement I accept that no open tenders were undertaken to appoint Contour as project managers for the installation of the second synthetic track at Toowoomba. However, I note that clause 4.18 relates to the actual constructions works whereas the appointment of project managers appears to be covered in clause 4.16 which does not stipulate any tender process. As I have previously mentioned, Contour was used because they had already developed a significant amount of intellectual property in the design and installation of the works required for the synthetic track at Corbould Park. In light of this it would not have made sense for QRL to seek to appoint a new project manager for the installation of the second identical synthetic track at Toowoomba. Contour, as project manager sought tenders from contractors for the installation of the second synthetic track. I don't think that open tenders were called as there was a desire for Queensland contractors to be engaged.

95. I believe this still gave us value for money because Contour had previously been selected from a tender process and nothing came to my attention to suggest that they materially increased their rates of charge at any time such as to raise any suggestion that they were ripping us off. I note that nothing has come to light in this Inquiry to suggest that Contour was overcharging for their work.

96. Paragraph 2(e) of the Notice asserts that I *sent a letter dated 30 January 2009 to the members of the Toowoomba Turf Club, concerning their impending decision on the installation of a synthetic track on the course proper at Toowoomba, without then or at any other time providing the Club or members with information I knew, or ought to have known, which*:

    i) related to the performance of the proposed Cushion Track surface at the Sunshine Coast track and elsewhere; and

    ii) *would or may have enabled the members to make a more informed decision.*

97. It is unknown from this statement as to what other information the members of the Toowoomba Turf Club would have needed to know in respect of their decision to install the synthetic track. I understand that my solicitors asked the Commission to

Signed: Taken by:

identify what information that I knew or ought to have known which the Commission wants to assert I should have passed on to the members, but the Commission has refused to identify what that was.

98. I assume that the issue which is asserted is what was discussed on day 6 starting at transcript page 6-73. A concern had been raised about injuries to "bleeders" (which should not be racing anyway) and whether there were more injuries on the cushion track at Caloundra compared to other tracks. It may not have been clear from the documents that I was taken to in evidence, but there was no real evidence to support the suggestion that there would be more injuries on a synthetic track as opposed to other types of tracks.

99. From the investigations that we had undertaken, RQL saw the use of synthetic tracks as a track that would reduce the incidence of soft tissue damage to horses due to many things including consistent texture under hoof, the cushion effect as the material had spring, there was an even subsurface and the all-weather quality meant it was safe after heavy rain.

100. RQL previously had verbally provided statistics to a Toowoomba meeting and there was a request to publish some statistics. Bruce McLaughlan, the leading Sunshine Coast trainer, attended the meeting in Toowoomba and gave a positive overview of his experience with the cushion track.

101. RQL was concerned that the statistics being kept were short term, subjective, had not been compiled on a consistent basis and did not reflect the feedback that RQL was receiving from trainers and vets on the Sunshine Coast. Those reports were extremely positive in regards to track injuries but there was no statistics from a measured reporting discipline. We suspected that some reports were skewed because some trainers were taking horses that had shown ability but had been sidelined through injury back to the track, thinking that injured horses could now run on the cushion track. We had not yet verified that with the vets. The vets were telling us that the track certainly reduced the incidence of soft tissue injuries. This information was consistent with the information that had been gathered during the investigations that led to the selection of the cushion track. The difficulty in making a written statement was that previously statistics were kept by stewards but not all injuries were reported by trainers to the stewards, so

comparisons would not be reliable. RQL was in the process of introducing a reporting regime to give accurate statistics on a consistent basis.

102. If we gave the members in Toowoomba any half-baked numbers that gave a false impression then I am sure we would have been criticised for doing so. The salient facts are these:

(a) The Toowoomba track was drought affected;

(b) It would have been more dangerous if the track was left in its then condition;

(c) Something had to be done to ensure that racing could continue at Toowoomba;

(d) Synthetic tracks are used all over the world, and are suitable for both training and racing;

(e) The choice confronting the members was either to accept the funding for a synthetic track that QRL had secured from the government or arrange to fix the turf tack themselves at the expense of the club;

(f) The letter that was sent to members of the TTC dated 30 January 2009 (document 364F) was correct in that it would not have been possible to run 57 TAB race meetings on the existing track, and even if the turf track was repaired, there was no water to maintain it;

(g) The letter was correct in that it said that if the club did not vote in favour of the proposal then "the ongoing allocation of future race dates will be considered, depending on the condition of the track";

(h) In relation to "bleeders", a rumour had started that there was 'kick-back' of the cushion material as horses ran on the track on hot days and that some material was being breathed in by horses, causing them to bleed. Apart from the official register of "bleeders", RQL did not have any records to confirm the cause of a bleed. So to quote any figures about "bleeders" in connection with the cushion track would be totally irrelevant and could give

Signed: Taken by:

a completely false impression. There was no evidence to confirm the 'kick-back' cause which was the subject of the rumour;

(i) The chair of the TTC brought to my attention alleged troubles with the cushion track at Hollywood Park and Santa Anita in California. Following those concerns, Reid Sanders and I inspected those tracks and following was revealed:

i. At Hollywood Park, trainers to whom I spoke were very supportive of the cushion track for training and racing, but were critical of the maintenance – approximately 2,000 horses were using the track daily for training and track was also being used for race meetings. We observed that the general maintenance and cleanliness of the track were not up to scratch and it was reported to me that there had been some variance from the manufacturer's maintenance schedule. There was nothing that we saw or heard that led us to believe the track was unsatisfactory.

ii. At Santa Anita, the track appeared to suffer from incorrect construction. Our inquiries revealed that the track was laid on an asphalt base (unlike Toowoomba) and it was reported to us that the cushion surface was laid directly onto the asphalt so that the heat in the asphalt melted the wax in the track's membrane causing it to clog and not drain properly.

103. QRL had negotiated a seven year warranty on the cushion track. If the cushion track at Toowoomba was defective then I cannot understand why the club did not make a claim under the warranty but instead chose the more expensive option of ripping up the track.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867.*

SIGNED AND DECLARED)
at Brisbane on 21 October 2013:)
in the presence of:)

.....

.....

Solicitor / ~~Justice of the Peace~~

QUEENSLAND RACING COMMISSION OF INQUIRY

Commissions of Inquiry Act 1950

ANNEXURE

Annexure **'RGB 7'** to the Further Supplementary Statement of **ROBERT GEOFFREY BENTLEY** signed 21 October 2013 at Brisbane.

Robert Geoffrey Bentley

Solicitor

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RGB 7

TATTS GROUP LIMITED
ACN 108 686 040

MINUTES OF MEETING OF THE GOVERNANCE AND NOMINATION COMMITTEE HELD AT 615 ST KILDA ROAD, MELBOURNE, VICTORIA, 3004 ON MONDAY 22 JUNE, 2009 AT 10.30AM

PRESENT:

INVITEES:

APOLOGIES:

MINUTES OF PREVIOUS MEETING:

ANNUAL REVIEW OF BOARD MEMBERSHIP AND RE-ELECTION OF DIRECTORS FOR 2009 AGM:

Director leaves the meeting:

Director rejoins the meeting:

Director leaves the meeting:

Director rejoins the meeting:

ANNUAL ASSESSMENT OF DIRECTORS INDEPENDENCE:

The Chairman spoke to the paper titled 'Annual Assessment of Independence of Directors'.

A discussion occurred about the independence of each of the Directors noting the information contained in the Independence Criteria Schedule attached to the paper.

In particular, the Committee discussed the position of Bob Bentley. The issue surrounding Bob Bentley is that Queensland Racing Limited owns 66% of Queensland Race Product Co (a supplier to UNITAB) and as a consequence controls it for the purpose of the Corporations Act.

Bob Bentley responded to questions raised by Committee members about the way he deals with conflicts and perceived conflicts.

The Committee members (other than Bob Bentley) noted from the information provided that there was no actual conflict of interest but that there may be the perception of such conflicts and therefore a perception that Bob Bentley is not independent. It was noted that the racing and wagering industry was undergoing significant change and that Bob Bentley as Chairman of Queensland Racing was actively involved in this issue. It was also noted that Bob Bentley would be seeking re-election at the AGM which was being held in Brisbane.

It was **RESOLVED** to recommend to the Board that in accordance with the criteria, all of the Directors are considered to be independent except for:

1. Dick McIlwain, as a consequence of him being an executive of the Company;

2. Bob Bentley, noting that:

   (a) he is Chairman of Queensland Racing Limited, which controls a material supplier to UNITAB and therefore he may be considered to be indirectly associated with the material supplier to the Group;

   (b) notwithstanding the various safeguards that he uses to ensure that no actual conflict arises, this may not prevent a perception that conflict of interests arise and therefore a perception that he is not independent; and

   (c) this perception is exacerbated given the current circumstances.

Director leaves the meeting:

ANNUAL REVIEW OF CORPORATE GOVERNANCE PRACTICES AND REVIEW OF CORPORATE GOVERNANCE STATEMENT 2009 FOR INCLUSION IN ANNUAL REPORT:

RATIFICATION O| EXTERNAL NON-EXECUTIVE DIRECTOR APPOINTMENTS:

CONTINUOUS DISCLOSURE:

NEXT MEETING:

CLOSE:

Signed as a true and correct record

.....

Mr H Boon, Chairman

.....

Date

QUEENSLAND RACING COMMISSION OF INQUIRY

Commissions of Inquiry Act 1950

ANNEXURE

Annexure **'RGB 8'** to the Further Supplementary Statement of **ROBERT GEOFFREY BENTLEY** signed 21 October 2013 at Brisbane.

Robert Geoffrey Bentley

Solicitor

Annexure to Further Supplementary Statement of Robert Geoffrey Bentley

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RGB 8

BART SINCLAIR

Riders stood down for sleeping tablet bust

STEWARDS have uncovered a small block of riders taking sleeping tablets as part of a weight battle plan.

Seriously. The riders were identified in random drug tests.

Their defence was the pills, containing the drug temazepam, helped them sleep and a by-product was that during sleep there was no temptation to eat or drink.

I'd have to say there is a need to consider whether a rider should continue in his profession if his situation was that dire.

But I would have to say there is genuine sympathy for those riders who are prepared to go to such lengths to chase the financial and emotional rewards of a successful career as a jockey.

Stewards acted with common sense in standing down the riders until they provided clear urine samples.

The danger was the after-effects of the drug have the potential to impair a rider's judgment in a race.

It is a dangerous ploy.

I'm not going to name the riders. They get the benefit of the doubt in declaring their belief there was no potential influence on their decision-making actions.

But the message is now out there. Any future infringement by a jockey should not be treated differently to any other drug positive.

❑ THE Brisbane ring lost a stalwart bookie when Ray Whittaker passed away on Friday evening.

Whittaker had enjoyed great health until a year ago when he was diagnosed with a melanoma, and it forced his absence for most of the past year after more than 40 years operating a stand in the St Leger and then paddock ring in Brisbane.

You could tell he loved the weekly battle with punters by his positive stride when he walked on to the course. Whittaker was 77, but until his health problems looked many years younger. He is survived by his wife Wendy, three sons and seven grandchildren.

❑ JIM Byrne's protest on behalf of Doomben Dash runner-up Daunting Lad was 100-1 to succeed even though his mount hit a traffic snag at the 250m.

Both Daunting Lad and Sequestrate went for the same run and neither was able to grab the gap. Outside pressures in the form of a shift from other runners caused the opening to close. Under the circumstances clearly the best horse won the race.

❑ JIMMY Barnes might have done his bit to bring in extra bodies to Doomben, but Apache Cat is a dream drawcard.

There were dozens of racegoers around his raceday stall from the moment he stepped on to the track. It's easy to see why the punters love Apache Cat. That big white face makes him look like a cuddly toy.

But don't discount the win factor. Apache Cat keeps delivering the money to his army of supporters.

❑ THE Chairman's Handicap proved a farce as a lead to any staying races coming up. The time was more than four seconds outside Might And Power's track record on a track ripe for smart times.

The power of one

COMMENT

Bart Sinclair

BOB Bentley is Queensland Racing Limited. Bentley is the chairman, the de facto chief executive and aided by a compliant board of four fellow directors.

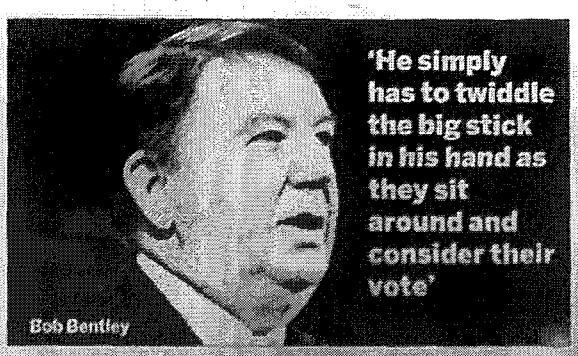
He works extremely long hours at QRL's Deagon bunker and in high-profile meetings around the state and nation.

The control body's staff know not to cross Bentley. And to stick to the song sheet at all times. This is not a story about Bob Bentley. Whether anyone is convinced he largely does a good job or bad is not an issue.

On May 30 senior Queensland racing officials will be asked to vote on a QRL recommendation to change its constitution to enshrine the incumbent board for a three-year extension to what is already a long spell in power.

It's important to appreciate at the outset of this debate that the current constitution was drawn up by the QRL board and foisted on the industry in 2006.

Bear in mind also, Bentley and two of the incumbents — Tony Hanmer and Michael Lambert — were appointed in 2002 and the other directors — Bill Ludwig and Bill Andrews — filled casual vacancies in December 2004.



Under the Racing Act of 2003 the board was given an unchallenged right to their positions as the members of the control body.

The QRL's constitution was then drawn up to allow for two directorates members of the board to retire in 2009, two more in 2010 and the final member in 2011.

The proposed change to the constitution is for the present board to remain in place until 2012. The reason: "The need for continued stability of the board of directors of the regulatory body."

It could be argued a staggered departure over two years would allay stability and at the same time provide fresh ideas from — presumably highly competent replacements.

That is standard practice at any well-functioning member-based organisation. Boards are rejuvenated on a regular basis to freely allow for stability is maintained with continuity. Again the issue is not personal. So let's call the bluff of QRL Billy Bloggs.

Now Bloggy has some rather interesting powers.

He effectively runs a race club (the Sunshine Coast Turf Club) and has the absolute power over the all-important matters of race date allocation, capital works spending and prizemoney distribution.

The constitution has a quaint rule — where the 16 stakeholders, TAB, clubs, country race clubs and the participant associations of the trainers, jockeys, breeders, owners and bookies) are classified as Class A members. Class B membership is the board of the QRL.

Each class has a single vote and in the event of a deadlock Chairman Bloggy has the casting vote — except in three areas — including a change to the QRL constitution.

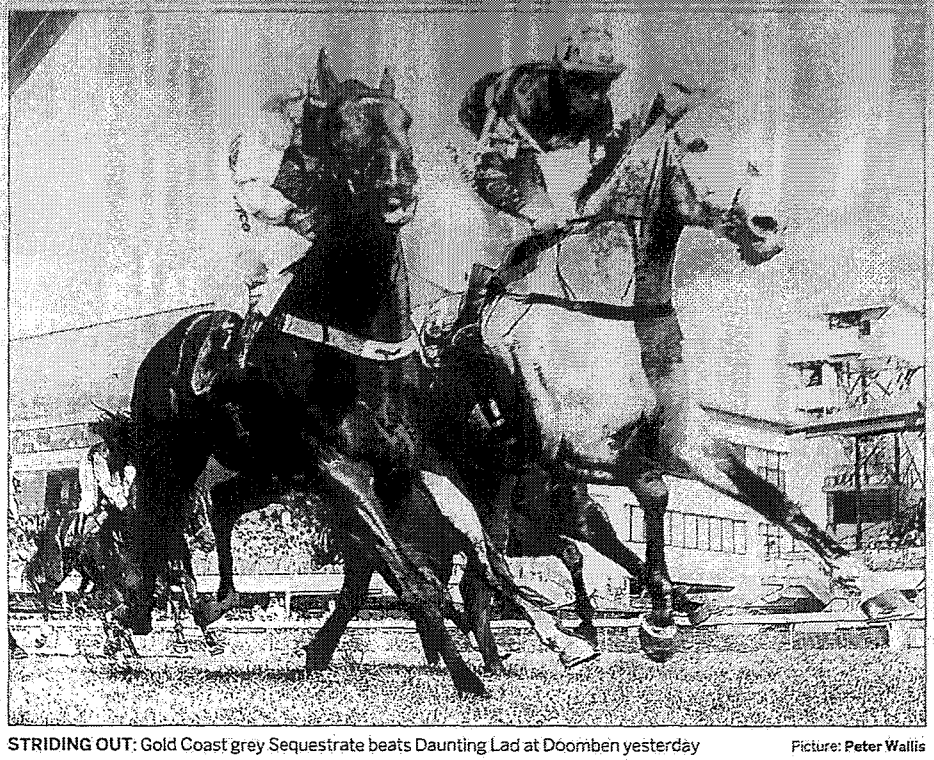
So Bloggy needs the Class A vote in the matter to go his way for the board's unchallengeable position to be granted a three-year extension.

The B members of Class A are broken down to 12 votes. The two metropolitan race clubs get two votes each, other TAB clubs have country racing two, and one each to the four participant bodies.

Bloggy sits in judgment on all of these players at various times each year but particularly in the aforementioned key matters of race dates, capital expenditure and prizemoney allocation.

Bloggy doesn't have to bash them to ensure they fall into line. He simply has to twiddle the big stick in his hand as they sit around and consider their vote. Perception of power is power.

So the chances are the majority of the 12 votes will go his way despite the fact the constitution in place to get there by this QRL board — provided by any test a fair time for the program bents to rule. We'll watch with interest and see if the game of 11 a-side for 20cc or cricket an apt for themselves through Bloggy.



STRIDING OUT: Gold Coast grey Sequestrate beats Daunting Lad at Doomben yesterday — Picture: Peter Wallis

Big time beckons the grey

Bart Sinclair

THE excited connections of Sequestrate this week will have to decide whether to aim for the stars or set their sites slightly lower.

Sequestrate ($5) overcame extreme difficulty in the straight to score his third win from his past four starts in yesterday's Doomben Dash.

The Gold Coast grey scored by a short neck from Daunting Lad ($4.60) and then withstood a protest from the runner-up.

Trainer Peter Gillman has nominated Sequestrate for the Stradbroke at Eagle Farm on June 7.

"It's a bit of a toss-up whether we set him on a course to the Stradbroke or make something a little bit easier our primary target," Gillman said.

"There is a nice Group 2 sprint at Eagle Farm a week earlier and that probably is the best option. But it will be hard for the owners not to have a shot at such a big race as the Stradbroke."

Sequestrate was patiently ridden by Tony Pattillo and was surging into the race nicely early in the straight when he struck severe traffic problems.

Pattillo gamely stuck to his task, although Sequestrate was very awkwardly placed for a number of strides.

Once Sequestrate got clear room to the outside of tiring leader Sheezvalue, the five-year-old hit the line strongly.

Daunting Lad also was involved in the incident, bumping with Sequestrate.

COMING UP

DOOMBEN — MAY 17

Doomben Cup (Group 1)

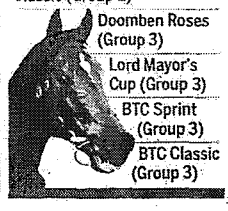
Champagne Classic (Group 2)

Doomben Roses (Group 3)

Lord Mayor's Cup (Group 3)

BTC Sprint (Group 3)

BTC Classic (Group 3)



Colless not so hot on Pepper

LEADING jockey Glen Colless has serious doubts whether yesterday's impressive Doomben winner Pepperwood is a Queensland Derby hope.

Pepperwood convinced many racegoers he was a genuine Derby hope with his runaway win in the Doomben Classic (1615m) after being forced to race three deep throughout.

"I'd like to see him over 2000m first before making a decision whether he is a Derby hope," Colless said.

"He got a few things wrong in his races and wants to pull, but he's never drawn a gate and he never gets any cover. Maybe he will stay but I'd rather see him tested first."

Pepperwood ($5.50) romped to a comfortable win over Queensland Oaks hope My Joliene ($17), while Formula One Racer ($8) kept his Derby hopes alive by finishing third.

Pepperwood's trainer Liam Birchley said the colt had a sprinting pedigree, but he was hoping he might stay because there was stoutness on the dam side of the pedigree.

"He's out of a Woodman mare and that gives us some hope. He's never had any luck in his races and today things just went to plan," he said.

Birchley said Pepperwood would run again in two weeks at Doomben over 2020m.

Tony Meany