

Martin Penney's motivation and alleged involvement in damaging Ps Leo's reputation:

FORM 14

Rule 162

AFFIDAVIT OF MARTIN RON PENNEY

I, MARTIN RON PENNEY of 3 London Road, Aberfoyle Park SA 5159, Professional Painter, TAKE AN OATH AND SAY as follows:-

Urgency

1. I am the first plaintiff. I am authorised to swear as second plaintiff.
2. I swear this affidavit in support of an Application for urgent interlocutory relief to protect an amount of \$2.2 million being the combined value of:-
 - 2.1 ~~Money, plant and equipment~~ and a motor vehicle that I have paid or otherwise transferred to the defendants in the circumstances set out below; and
 - 2.2 Additional damages in respect of company losses and my own personal labour which I supplied to the church in the amount of \$1.2 million.
3. I have become aware from newspaper and television reports and also from information supplied by my solicitor Mr Armour all of which I verily believe to be true that the defendants have been the subject of intense police activity, that they appear to have left Australia and that it is unlikely they will return. Now produced to me marked "MRP-1" are true copies of newspaper articles that appeared in The Advertiser Friday, 21 May and Saturday, 22 May 2010 respectively and the Sunday Mail, 23 May 2010.
4. I am concerned that whilst overseas the defendants will, unless restrained by this Honourable Court, electronically access bank accounts in Australia and take steps to transfer bank funds and may arrange for the sale of real estate and other assets. If this happens I believe that I will be left without a remedy.

Note: Para 2 – A \$2.2 million benefit to Penney?

Para 3 demonstrates a direct conflict with the sworn affidavit by Neil Russell Taylor stating on 22 April 2010 Penney told him SAPOL and the AFP were investigating Ps Leo (defendant in this matter where Penney is the plaintiff)



26/5/10



Note: Para 6 is in direct conflict with the sworn affidavit by Martin Penney on 26 May 2010, ref Para 3 of Penney's affidavit.

AFFIDAVIT of Neil Matthews Russell-Taylor

I Neil Matthews Russell-Taylor, 22 Yatina Road Aldgate, in the Province of South Australia, Quarry Consultant, TAKE AN OATH AND SAY:-

1. I swear this affidavit in support of evidence I will submit to any court in the Province of South Australia and or the Commonwealth of Australia in regard to matters relating to Rocco Leo.

MEETING WITH MARTIN PENNEY

2. On or about 22nd April 2010 I received a phone-call from Martin Penney, and he asked if he could visit me and 'have a chat'. I agreed and I think it was early afternoon when this happened.
3. I had met Martin in 2007 when I was interested in the word of God and had meetings with Rocco Leo. At the first meeting with Martin, in the Butterflies Café, Rocco Leo asked me to come with him to a Christian bookshop in the northwest part of Adelaide. Martin drove me there in his car talking very highly of Rocco Leo. When we arrived at the Christian bookstore Rocco Leo selected a New Kings James Version of the Holy Bible and another book together with a music CD. At the checkout, Martin insisted on purchasing these items as a gift to Rocco Leo who immediately gave them to me.
4. Just before Martin arrived at my house my brother called and wanted to drop by and have a coffee. My brother – Robert John Taylor – is a retired sergeant from the South Australian Police Service. I considered this providence and asked him to immediately come to my house.
5. When Martin arrived at my house he stated that he wanted to talk about Rocco Leo and the Agape Church and wanted to warn me. I was aware that he initially acted in a hesitant manner and seemed a touch uneasy, which I perceived odd as Martin had always appeared to me as a very confident well presented and an honest person. Nevertheless I directed Martin to walk down stairs into the open garden of the property and sat him at a garden table.
6. As we drank coffee Martin asked me if I had seen Rocco Leo recently. I stated that I had not seen him for about 6 or more months. Martin then stated that Rocco's world is about to come down on him and that of a few others and that the police knew all about him.

PEI HONG SUN

Justice of the Peace for South Australia
ID: 31071 Ph: 08 8223 6677
265-267 Halifax St, Adelaide

Note: Most paragraphs on this page are in direct conflict with Martin Penney's sworn affidavit of 26 May 2010.

- 1 7. Martin then continued and stated that Rocco Leo was not all that people had believed
2 him to be and also the stated many things that were somewhat challenging to me at the
3 time.
4
- 5 8. Martin stated that he, Rocco Leo, had proclaimed on many occasions that people had
6 been miraculously healed by him and them challenged me to state if I had ever seen a
7 person healed by him. He referred to a woman that I could not remember clearly, that
8 had placed her trust in Rocco and was not healed of her affliction – I think her problem
9 was relating to a spinal disease that had debilitated her legs.
10
- 11 9. Martin also stated that he had once stumbled in on Rocco Leo who was with Mari
12 Veneziano and indicated that they were having an affair.
13
- 14 10. I understood that both Joe and Mari Veneziano were devoted Christians who had
15 dedicated there lives to God and decided to serve God under the guidance of Rocco Leo.
16
- 17 11. At this stage Martin stated that he felt sorry for Rocco's wife and children for the un-
18 Christian behaviour of Rocco in this affair with Mari, and asked me if I was aware of
19 this relationship. I stated that I was not aware of any such relationship.
20
- 21 12. My brother then arrived and I introduced Martin to Robert and stated that Martin was
22 here to talk to me about Rocco Leo and the Agape Church and that Martin could speak
23 openly with Robert as I trusted him. Robert had a drink with us in the garden of our
24 property and participated in the discussion asking Martin many questions during the
25 afternoon meeting.
26
- 27 13. Martin then stated that he had been approached by the police (I was initially unsure if he
28 meant the Federal Police or the South Australian Police Service – SAPOL) and that they
29 were aware of the guns and lots of rounds of ammunition.
30
- 31 14. I was informed by Martin that there were other matters that the police were aware of
32 that would soon be raised against Rocco Leo and the Agape Church.
33
- 34 15. Martin stated that a member of government from a South Pacific nation that had been
35 approached by Rocco Leo and that Rocco had tried to purchase an island. Martin stated
36 that Rocco had used a document that I had given him stating that I was 'giving' Rocco
37 the mining leases and that there were valuable minerals on this land and that this was the
38 collateral that Rocco had attempted to used.
39
- 40 16. At this stage I believed the meeting was most probably being recorded, as the
41 questioning was targeted and Martin appeared merely acting as an intermediary for the
42 Federal Police. (I knew this to be so as the Federal Police had interrogated a friend of
43 mine some years ago while my friend was recovering from a bypass heart operation.
44 The line of questioning to my friend was related to my political and legal views of the
45 Australian Taxation Office and my connection to people both in Australia and aboard in
46 relation to rectifying the Australian Constitution.)
47
- 48 17. I answered Martin's question and stated that some time ago, while I was involved in my
49 legal challenge against the State Government, the Premier and the Minister of Resources
50 – Paul Hollaway, that there had been two attempts on my life.

Note: Details blacked out in this version of ATO assets worksheet for Agape Ministries International and Ps Rocco Leo et al

Name	Assets	Current Market Value	Comments
Agape Ministries International held by Trustees Rocco Leo and Assunta Leo	102-132 Hilltop Drive, Oakden SA 5086	\$1,325,000.00	Exempt
	Kuitpo Colony, Blackfellows Creek Road, Mt Magnificent SA 5210	\$425,000.00	
Total		\$1,750,000.00	

Rocco Leo	10 Greig Street, Sunshine VIC 3020	\$650,000.00	This property was purchased in Rocco Leo's sole name in 2005 the the price of \$250,000.00
	3 Oslo Way, Keilor Downs VIC 3038	\$535,500 in 2006	This property was purchased in Rocco Leo's sole name in 2006 the the price of \$535,500.00 we do not have a current market value for this property either
	WestpacBank a/c # 035-046 312536	\$468,809.04	FROZEN
	Westpac eSaver account # 035046 312528	\$23,659.95	FROZEN
	Westpac Bank a/c # 035-052 223513	\$0.00	FROZEN
Total		\$1,277,978.99	

Rocco Leo and Assunta Leo	25 Hart Street, Campbelltown SA 5074	\$700,000.00	This is Assunta Leo's principal place of residence. Purchased in the joint names of Rocco Leo and Assunta Leo in 1985 for \$122,000.00
Total		\$700,000.00	

Joe Veneziano	Westpac Reward Saver a/c # 035046 305630	\$2,316.67	FROZEN
Total		\$2,316.67	

Exempt

Name	Assets	Current Market Value	Comments
Rocco Leo and Assunta Leo	102-132 Hilltop Drive, Oakden SA 5086	\$1,325,000.00	Martin Penney a Police Informant stated in his statement that the Ministry purchased the Oakden property in or about 1997 or 1998.
	Kuilpo Colony, Blackfellows Creek Road, Mt Magnificent SA 5210	\$425,000.00	Martin Penney also stated in his statement to the Police that the Ministry purchased the Kuilpo property around year 2000 and members were led to believe that it was for disadvantaged people to re-establish their lives. Title searches showed that it was purchased by cash for \$250,000.00. Transfer of land was dated 27 June 2002. This is Assunta Leo's principal place of residence. Purchased in the joint names of Rocco Leo and Assunta Leo in 1985 for \$122,000.00.

Note: Details exposed in this version of the same ATO assets worksheet for Agape Ministries International and Ps Rocco Leo et al. This document was supplied by the ATO to Ps Leo's lawyer some time before the FOI documents were provided.

Rocco Leo	10 Greig Street, Sunshine VIC 3020	\$650,000.00	This property was purchased in Rocco Leo's sole name in 2005 the the price of \$250,000.00
	3 Oslo Way, Kellor Downs VIC 3038	\$535,500.00 in 2006	This property was purchased in Rocco Leo's sole name in 2006 the the price of \$535,500.00 we do not have a current market value for this property either
	WestpacBank a/c # 035-046 312536	\$468,809.04	FROZEN
	Westpac eSaver account # 035046 312528	\$23,669.95	FROZEN
	Westpac Bank a/c # 035-052 223513	\$0.00	FROZEN
Total		\$1,677,478.99	

Joe Veneziano	Westpac Reward Saver a/c # 035046 305600	\$2,316.67	FROZEN
Total		\$2,316.67	

Universal Holdings Australia Pty Ltd	6 Greig Street, Sunshine VIC 3020	\$106,670.00 in 2005	Universal Holdings Australia holds 1/3 interest in this property which was purchased in 2005 for \$320,000.00. We do not have a current market value
	423 Ballarat Rd, Sunshine VIC 3020	\$81,666.67 in 1994	Universal Holdings Australia holds 1/3 interest in this property which was purchased in 1994 for \$245,000.00. We do not have a current market value
	CBA a/c # 065150 10411383	\$66,738.48	FROZEN

PRIN1198

SOUTH AUSTRALIA POLICE DEPARTMENT
POLICE INCIDENT REPORT

PIR NO : 11/X31897

Report Job Submitted By I.D.: 3459/7

Run Date : 27/10/2010

Run Time : 10:17

Page : 2

NARRATIVE

Exempt

Exempt

Roco LEO heard about this and told Exempt that Exempt should give the money to himself (Roco LEO) as that would be the most appropriate method. Then the charity would come from the church and not an individual.

Exempt then proceeded to give ROCO money on a regular basis to help the Exempt family. Exempt states that over a 48 month period Exempt gave Roco LEO \$195,750 for the purpose of giving to the Exempt family.

Exempt has since discovered that the Exempt family only received a small amount of this money and that most of it was kept by Roco LEO.

WITNESS/SUSPECT

Note: The above information appears to be the same data as can be found in Penney's second (revised) claim against Ps Leo – refer to next page – an extract from said second claim submitted to the District Court of SA.

Exempt

Occupation :

SUSPECT NO : 001

NAME : LEO, Roco

ID SUSPECT : YES

ALIAS : BRUNO, Roco Leo

MALE Date of Birth : 29/04/1956

HOME ADDRESS: 25 Hart St Campbelltown SA 5074

WORK ADDRESS: AGAPE CHURCH Hilltop Dr Oakden SA 5086

Occupation : MINISTER OF RELIGION

WANTED : ** YES **

ALIAS DOB:

Age : 54.4 Yrs.

WITNESS DETAILS

NAME :

Exempt

Date of Birth :

Exempt

Age :

Exempt

HOME ADDRESS:

Exempt

HOME TEL/MOB:

WORK TEL/MOB:

Occupation :

FAX:

WITNESS DETAILS

NAME :

Exempt

Date of Birth :

Exempt

Age :

Exempt

HOME ADDRESS:

Exempt

HOME TEL/MOB:

Occupation :

FORM 17

Rule 132

ELECTRONIC NON-CONTENTIOUS APPLICATION AND MINUTES☒ **By consent**☐ **Ex parte**

Action Title: Martin Ron Penney and Mattena Corporation Pty Ltd v
Rocco Leo, Joe Veneziano and Mari-Antoinette Veneziano

Action No: 936 of 2010

Applicant: First, Second and Third Defendants

Date of application: 7 May 2012

1. The applicants seek the following specific orders/directions:

1.1 That the order made by this Honourable Court on 7 July 2010 freezing the assets of the defendants be discharged.

2. The grounds/reasons for the orders/directions sought are:

2.1 The proceedings have resolved pursuant to a Deed of Release and Settlement and upon the making of this order shall be mutually discontinued with no order as to costs.

3. The consent is evidenced by:

3.1 Email from the solicitors for the plaintiff dated 7 May 2012

4. **ORDER MADE:**

4.1

Date: 7 May 2012

Note: The above details indicated the plaintiff chase to withdraw his claim. It was submitted just after said plaintiff viewed the defendants' discovery documents for this matter at the office of the defendants' lawyer. Amongst these documents was the ATO worksheet obtained by the defendants' lawyers in September 2011. Said worksheet (on previous page) revealed the plaintiff's involvement with SAPOL (SA Police) as an informant. Upon viewing this document, Penney instructed his lawyer to withdraw his claim. Penney also immediately informed the defendants' lawyer of his change of mind. See below for terms and conditions of said claim withdrawal.

- 2.5. a reference to one gender includes the other gender;
- 2.6. a reference to '\$' is a reference to Australia dollars;
- 2.7. a reference to any party to this Deed or any other deed or document includes that party's heirs, successors and permitted assigns;
- 2.8. the clause and sub-clause headings are for convenience reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- 2.9. "Plaintiffs" shall mean each plaintiff in the Proceedings jointly and severally together with their respective heirs, executors, administrators and assigns as the case may be;
- 2.10. An obligation applicable to the Plaintiffs shall be an obligation on each plaintiff in the proceedings individually and enforceable against each such plaintiff individually;
- 2.11. "Defendants" shall mean each defendant in the Proceedings jointly and severally together with their respective heirs, executors, administrators and assigns as the case may be;
- 2.12. An obligation applicable to the Defendants shall be an obligation on each defendant in the proceedings individually and enforceable against each such defendant individually; and
- 2.13. This Deed is written in plain English as far as possible. Its terms are to be interpreted so as to give efficacy to the parties' agreement. No rule resolving a doubt as to interpretation against the party preparing this Deed will apply. The specific provisions will not limit the interpretation of general provisions.

3. Settlement

- 3.1. In full and final satisfaction of the Proceedings and Counterclaim the Plaintiffs agree to discontinue the Proceedings with no order as to costs and the Defendants agree to discontinue the Counterclaim with no order as to cost;
- 3.2. To effect the settlement:-
 - 3.2.1. Within 7 days of the last party to execute the Deed the Plaintiffs shall provide their consent to the Defendants filing an e-application together with draft minutes of order with the District Court Registry in accordance with "Annexure A" to this Deed ("draft orders").

*Note: Item 3 – settlement – No financial settlement for the plaintiff.
No order for costs (ie each party to pay their own costs.
No confidentiality clause*