

Contract Killings in Australia

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Jenny Mouzos and John Venditto



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Foreword

The Australian Institute of Criminology (AIC) provides a comprehensive and unique data set on homicide incidents, victims and offenders in Australia since 1989 through the National Homicide Monitoring Program (NHMP). The data provides researchers and practitioners alike with a rich source of homicide statistics that enables a detailed examination of the many types of homicide in Australia. This report focuses on a distinctive type of homicide – “contract killing” where the information captured in the National Homicide Monitoring Program relates to circumstances where the contract is successful and the victim has been killed. The category of “contract killing” of course also includes the many incidents where the contract has been unsuccessful through some type of intervention, usually intervention by police. In these circumstances, such data is not collected by the NHMP despite having considerable value in terms of research and operational relevance.

In response to this void, a separate data collection of attempted contract killings (inchoate offences) was undertaken. This report therefore examines both the completed offences where the victim has been killed and also attempted offences. Attempted offences include those where the instigator of the contract solicits, incites or procures another person to kill the victim. The attempted offences examined in this report involve the contract being detected by police, offender(s) being charged and the death of the victim being prevented.

In undertaking the present research the confluence of researcher and practitioner has brought about a valuable partnership and produced the first study of its kind in Australia relating to contract killing and the largest of its type in the world. This report demonstrates what can be achieved when practitioners and researchers work together towards a common goal, that is, a deeper understanding of the correlates of crime and how such events can be prevented.

Toni Makkai
Acting Director, Australian Institute of Criminology
December 2003

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Disclaimer

This research report does not necessarily reflect the policy position of the Australian Government.

Contents

Foreword	v
Acknowledgments	vi
List of Tables	ix
List of Figures	x
Executive Summary	1
Introduction	4
Purpose and Aims of this Study	7
Legal and Non-Legal Definitions	8
Murder and Inchoate Offences	8
The Contract	10
Overview of Previous Literature	12
The Processes of Contract Killing	12
Motivational Patterns of the Instigator	15
Types of Contract Murderers	18
Methodology	21
Data Sources	21
Analyses	23
Typology of Contract Killings (completed and attempted offences)	24
Dissolution of Relationship	25
Other Domestic Related	28
Money/Financially Motivated	30
Drug-Related	34
Revenge	36
Silencing of Witnesses	39
Criminal Networks/ Organised Crime	42
Other Motive – Personal Advancement	45
Unknown Motive	47
Summary of Findings: Typology of Contract Killings	47

Attempted Contract Killings in Australia	50
Offence Characteristics	50
Characteristics of the Targets	51
Characteristics of the Offenders	53
Detection and Progression of the Attempted Offences	54
Summary of Findings: Attempted Offences	57
Completed Contract Killings in Australia	58
Incident Characteristics	58
Victim Characteristics	59
Offender Characteristics	62
Comparison between Solved and Unsolved Completed Contract Killings	63
Summary of Findings: Completed Offences	65
Predicting the Outcome in Contract Killings	67
Implications of the Findings	70
Implications for Policing	71
Police Operations – as a Homicide Intervention Strategy	71
Informants	72
Protecting Witnesses	73
Covert and Technical Policing	74
Police Integrity – Public Confidence and Information from the Public	75
Prosecution of Instigators	76
Implications for Policy	78
Concluding Comments	79
References	80

List of Tables and Figures

Table 1:	Characteristics of Murder for Hire in Tennessee, USA	17
Table 2:	Differentiating Patterns and Characteristics of the Contract Murderer	20
Table 3:	Contract Killings in Australia, 1 July 1989 – 30 June 2002	22
Table 4:	Characteristics of the Various Typologies of Attempted and Completed Contract Killings in Australia (percentages)	49
Table 5:	Logistic regression predicting attempted contract killings	68
Figure 1:	Attempted and Completed Contract Killings in Australia (n=163)	22
Figure 2:	Typology of Contract Killings (Attempted and Completed) in Australia (n=163)	24
Figure 3:	Attempted and Completed Contract Killings According to the Motive of the Instigator (n=163)	25
Figure 4:	Monetary Payments Offered in Attempted Contract Killings (n=32)	51
Figure 5:	Age Distribution of the Targets of Attempted Contract Killings (n=94)	52
Figure 6:	Age Distribution of the Offenders of Attempted Contract Killings (n=113)	53
Figure 7:	Method of Detection and Progression of Attempted Contract Killings (n=77)	55
Figure 8:	Age Distribution of Victims of Completed Contract Killings (n=69)	60
Figure 9:	Type of Weapon Used in Completed Contract Killings (n=68)	61
Figure 10:	Age Distribution of Offenders of Completed Contract Killings (n=64)	62
Figure 11:	Probability of the Outcome of a Contract Killing being an Attempt rather than a Completed Contract Killing	69

Executive Summary

Proof of intent in homicide is critical in gaining a conviction. In contract killing intent is demonstrated by its inherent characteristic, *planning and premeditation*, which places it in the highest and most serious category of homicide – murder. Yet little is known about its characteristics and occurrence in Australia.

The current study explores attempted and completed contract killings in Australia between 1 July 1989 and 30 June 2002 and in doing so examines:

- factors that differentiate successful and unsuccessful contract killings;
- the characteristics of attempted and completed contract killings, including who are the victims, and who are the principal instigators;
- typologies of contract killings, including why are contract killers sought; and
- the nature and level of police intervention in preventing the completion of contract killings.

The category of “contract killing”¹ makes up a small percentage of total homicides in Australia (about 2% over a thirteen year period (1989/90 – 2001/02)), nevertheless its immense public fascination and sometimes misconception together with the dearth of research in this area makes it a poorly understood category of homicide and worthy of further research.

The present study, the first of its kind in Australia² has, through the presentation of a research and investigative perspective, amalgamated and examined completed and attempted contract killings. This approach has demonstrated that the incidence of contract killing as a means of finalising disputes is a phenomenon that is occurring in suburban Australia in a context not previously realised or imagined.

In addressing attempted contract killings the present study has included offences from each State and Territory where a “hit man” has been solicited, procured or incited by the instigator to kill a third person. In each of the attempted cases the victim was not killed, although the law in each State and Territory of Australia generally proscribes penalties for these offences with the same severity as a completed offence. This research has found that an analysis of the preparatory nature of the contract together with the proposed method of execution and steps taken to avoid detection by the instigator are of particular value to future investigations.

One of the more notable differences identified when comparing contract killings to conventional homicide interactions is that the true relationship between the victim and offender or instigator of the homicide is minimised or masked and overshadowed by the role of the “hired” killer. The fact that there is usually no prior relationship between the victim and the hit man³, suggests that this “distance” is specific to the nature of contract killings.

The present study identified in total 163 offences in Australia. Sixty-nine offences were murders that could be classed as completed contract killings (that is, the victim was killed) and a further 94 cases were attempted contract killings (that is, the victim was not killed).

Nine categories of attempted and completed contract killings were identified and examined. In brief, the study found that:

- The category of “Dissolution of a Relationship” was the most common motive of contract killings in Australia (for both the attempted and completed contract killings; 19 per cent). Within this category, there were 28 targets of attempted contract killings and three completed contract killings (a total of 29 incidents) and 45 offenders;
- There were 28 targets where the motive of the contract killing was unknown accounting for the second most common motive (17%);
- The third most common category of motive was “Money/Financially Motivated” with 26 targets (16%) and was the category most likely to involve multiple offenders;
- The “Silencing of Witnesses” accounted for 13 per cent of contract killings, followed by the category of “Revenge” (10%), which was more likely to involve older aged targets (50 to 64 years) when compared to the other motives; and
- The category of “Drugs” was one of the least common motives found to be associated with contract killing (6%) and did not involve any females as targets, instigators or offenders.

The study also found a number of differences between the motives associated with the attempted offences versus the completed contract killings. Some of the specific characteristics of the 94 attempted contract killings were that:

- There were no attempted offences associated with “Criminal Networks-Organised Crime”;

- The average payment for an attempted contract was about \$16,500. The lowest payment specified in a contract was \$500 and the highest payment was \$100,000, which was offered to a hit man for two contracts;
- The “Dissolution of a Relationship” was the most common motive in the attempted offences, followed by the “Silencing of a Witness” (18%), and contracts that are financially motivated (18%); and
- Females accounted for a third of the gender distribution of the targets involved in the attempted offences.

The analysis of the 69 completed contract killings also revealed that:

- The majority of the incidents (96%) involved the killing of one target. There were three additional incidents that each involved two victims;
- Half of the completed contract killings were not solved at the time of data collection;
- There were only four female victims;
- The majority of the victims of the completed contract killings were employed and/or married at the time that the contract was carried out which is not in accord with the pattern of homicide in general (male victims are more likely to be single and not working at the time of the incident); and
- A firearm was five times more likely to be used in a contract killing than in any other category of homicide in Australia.

The implications of the findings were also discussed in terms of policing and policy.

¹ That become known to police.

² The one other study of contract assassination examined the phenomenon in Victoria only, and not across Australia (see Blackshaw 1996).

³ “Hitman” is used to refer to the person (irrespective of gender) who is hired to kill.

Introduction

The typical homicide in Australia is that of a male aged in his early to mid thirties who in an uncontrollable rage following some type of menial argument stabs another person, usually another male friend or acquaintance, to death. In such one-on-one interactions, the lethal outcome is rarely premeditated, but rather the spontaneous overreaction to a conflict situation. Moreover, there is the direct link between the victim and offender and most importantly, why the offender may have wanted to kill the victim.

Important in understanding the context of homicide are the many reasons or motives associated with it, as well as the offender-victim relationship (Mouzos 2000; Polk 1994; Wolfgang 1958). Often a reason or motive can be derived from the offender-victim relationship. A proven motive, whilst not necessary to secure a conviction for murder, provides a sound basis for proving intent to kill and for contextualising the crime.

Similar to the scenario described above, a traditional notion of homicide invokes the thought of a confrontation between the offender and the victim. However, in some homicides the true relationship between the victim and offender is not readily apparent, particularly when the offender is acting for a party who is not participating as a principal (that is, as the primary offender). This “distance” between the victim and hired killer is of paramount importance, as the true relationship between the victim and offender or instigator of the homicide is minimised or masked and overshadowed by the role of the hired killer. These circumstances generally fall into the category of “contract killing” or “murder for hire”. In these circumstances, interpersonal relationships between a victim and more than one offender are more complicated in comparison to those existing in typical one-on-one homicidal encounters. Within the category of “contract killing” the motive becomes the crucial link in distinguishing the identity of the organiser of the contract. The killer is simply the means to an end and therefore the relationship between “contract killer” and victim is not necessarily useful in suggesting a motive nor is it particularly useful in examining the causes of such behaviour for research or investigative purposes. However, from an investigative perspective the identification or isolation of the motive attached to the organiser of the contract, as well as the characteristics of the killer and their relationship becomes a crucial factor that more often than not determines the direction and subsequent success of

the investigation. Another critical component is the characteristics of the victim. In other words, victimology.

Murder for hire or contract killing occurring in any civilised society arouses immense public interest and indeed concerns about public safety. The courts regard “contract killings” as falling into a “worst case” category, and as being especially heinous.

The impunity with which the decree of contract murder is issued by the Mafia and other criminal associations around the world has been romanticised somewhat in the modern media portrayals of underworld crime figures. Contract killers or so-called “hit men” have become synonymous with blockbuster movies such as “The Godfather” and “Scarface”. Even so, economic and political environments in the United States in the early 1900s provided an environment that was susceptible to if not encouraged any means or mechanism that provided internal control and protection of criminal affairs and networks. In this context the “contract killer” became a business imperative in the US (Black 2000). Organised criminal networks do not operate in Australia to the extent that they do in the United States or Italy or Russia where Mafia associations and conflicts manifest motives for homicide. Nevertheless, there are ample regular reminders in Australia that this type of homicide is not confined to far away non-English speaking places nor is it necessarily characterised by the relationship between income inequality and violence that we regularly find in the literature.

Based on the information that the media uses to inform the public, the public erroneously views contract killings as being characteristic of underworld occurrences. In other words, contract killings are those that are more or less carried out by professionals or “hit men” acting on behalf of a criminal associate or organisations. While some contract killings can indeed be described as such. Most are not: this misconception demonstrates that little is actually known about this “poorly understood type of homicide” (Schlesinger 2001, p. 295).

The rate of homicide in Australia had remained relatively steady for many years and much research has centred on the victim-offender relationships or the context of confrontational homicide. Studying the nature and occurrence of contract killing in Australia will provide an insight into the nature and causes of this extreme form of violence and may reveal indicators that may lead to strategies for future intervention. An appealing aspect to studying

contract killings from an investigative perspective is in the area of attempted contract killings, that is, those offences where the victim was not killed (procure, incite and solicit to commit murder). In these scenarios the true workings of the criminal mind, enterprise and endeavour are exposed in their purest form. This is particularly exciting to criminal investigators as deliberate police intervention through covert operations uncovers the motive, proposed plan, method of execution and the planned method of concealment, in other words, from the inception of the plan to kill to completion of the contract (which in these cases is the intervention of police). In these circumstances, the “organiser” unwittingly confesses all to the police, a generally rare event in murder investigations.

It is well known within law enforcement agencies that both genders and indeed all areas of the socio-economic continuum engage in the services of a contract killer. Those that engage in solving personal disputes through contract killing do so today generally for reasons associated with personal, intimate or domestic related scenarios as opposed to economic or political. The present study will demonstrate that resorting to contract killing, as a means of finalising disputes, is a phenomenon that is indeed being resorted to in suburbia Australia and the evidence will demonstrate that it occurs within a context not previously realised or imagined.

Over time, as contract killings have moved out of their mob-based, organisational, and business contexts into more “casual” and informal surroundings, it is possible that contracts have become more causal as well (Black 2000, p. 244).

In examining contract killing it is important to note that this study examines two relevant categories: contract killing where the victim was killed and circumstances where a contract to kill the victim was sought but through police intervention was not successful. Police intervention or innovation in identifying and preventing homicide is rarely acknowledged amongst researchers. Falling homicide rates are usually attributed to broader social and economic developments (Grabosky 1999) or advanced medical treatment practices (Harris et al. 2002).

Research into the area of contract killing where there has been police intervention will lead to better understanding of the conduct leading to the commission of these types of crime. The examination of both attempted and completed contract killings in this study allows for the contribution that policing provides in preventing homicide to be considered and in some way

acknowledged as a valuable intervention strategy. Similarly, in examining the completed contract killings future police investigations may benefit from the valuable insights provided by the present data. The results will hopefully lead investigators to pursue crime probabilities instead of possibilities and save valuable investigative resources by leading investigations, instead of following them.

Purpose and Aims of this Study

In an article examining serial and contract murder, Schlesinger's (2001, p. 296) concluding remarks were that "there must be a concerted effort made to study contract murder, an offence that we know little about but that appears to be having a significant impact on society". Acknowledging the dearth of research in this area, the purpose of the current study is to explore the phenomenon of attempted and completed contract killings in Australia between 1 July 1989 and 30 June 2002. This exploration aims to examine the following:

- the incidence of attempted and completed contract killings in Australia;
- factors that differentiate successful and unsuccessful contract killings in Australia;
- the characteristics of attempted and completed contract killings, including who are the victims, and who are the principal instigators;
- typologies of contract killings, including why are contract killers sought; and
- the nature and level of police intervention in preventing the completion of contract killings.

This research, the first of its kind in Australia⁴ has, through the presentation of both a research and investigative perspective, the potential to be used operationally to better inform police practices regarding the investigation of attempted and completed contract killings.

⁴The one other study of contract killings examined the phenomenon in Victoria only (12 cases), and not across Australia (see Blackshaw 1996).

Legal and Non-Legal Definitions

Murder and Inchoate Offences

It is regarded as settled law in all states of Australia, (subject to any specific statutory provision to the contrary), that a person who, without lawful justification or excuse, does an act knowing that it is probable that death or grievous bodily harm will result, is guilty of murder if death in fact results. Murder is punishable in all states of Australia by life imprisonment with each court having discretion in relation to setting a non-parole period.

Homicide can be categorised as – justifiable, excusable or felonious. Murder (as opposed to manslaughter) is regarded as the most serious form of homicide. In order to be convicted of murder, the accused person must be found to have been in control of his or her actions that led to an unlawful act and had an intention to kill or cause grievous bodily harm as a consequence of those actions.

Generally in homicide cases, the offender’s intention to kill the victim can be a disputed fact during a criminal trial. Where there is doubt as to “intention” (i.e., malice aforethought), this often leads to the basis of a lesser offence. However, homicides that are proven to be facilitated through a contract arrangement clearly demonstrate an explicit intention to kill on the part of the principal merely through evidence of the agreement or solicitation itself. The nature of contract killing however, does not invoke in itself a separate category of homicide in Australia other than place it in the category of felonious or “*in the highest crime against the law of nature, that a man is capable of committing*” (Brett, Waller and Williams 1997).

Contract killing by its nature involves an agreement between participants or an incitement, procurement or solicitation on the part of the instigator (incitement, procurement and solicitation are used interchangeably throughout this paper and mean the same). In circumstances where solicitation, procurement or incitement precedes an offence of murder the instigator’s culpability will, generally be in the capacity of an accessory to murder, provided the instigator is not present at the scene of the crime. In circumstances where the instigator is present at the scene of the murder but does not commit the actual murder, he/she will be regarded as a principal (in the second degree) and will generally be charged with murder.

In circumstances where the victim is killed as the result of a contract the “hit man” will quite clearly be charged with murder. All other parties to the solicitation, procurement or incitement will be assessed as to their culpability in the murder on a case-by-case basis. The offences with which the other parties may be charged with are applied according to the particular law in each jurisdiction.

The criminal law in Australia provides criminal sanction for preparatory offences that occur in circumstances where the completed or attempted offence of murder has not yet occurred and categorises these crimes in the class of “*inchoate*” crimes. The category of inchoate crimes applies to many of the cases examined in this study. In circumstances where police have intervened through assuming the role of the “contracted killer” or other part, there is no real likelihood that the offence of murder will be carried out. Therefore it is reasonable to assume that the plot will fall short of not only the substantive offence of murder but also short of the legal definition of “attempt” (which is itself in the class of inchoate offences). In these circumstances the category of inchoate offences that relate to incitement, solicitation or procurement are applied. Solicitation, procurement and incitement to commit a crime do not require proof of the “penultimate act” as is the case with “attempts”.

Throughout this paper the term “*attempted contract killing*” refers to the class of inchoate offences of solicit, incite and procure and is used to distinguish between completed cases and those that are detected and prevented in the preparatory stages as opposed to referring to the true criminal law meaning of “attempt”.

A person who incites, procures or solicits another is one who “counsels, commands or advises” the commission of a crime (Brett, Waller and Williams 1997). A person can be found guilty of inciting, procuring or soliciting a murder provided the intended recipient has heard and comprehended the words of incitement, even though the person incited, procured or solicited does nothing whatsoever in pursuit of the murder.

Each Australian State and Territory has criminal legislation that is applicable for contract killing type offences. A conspiracy to murder is punishable if there is admissible evidence that two or more persons have reached a prior agreement to commit a murder (as opposed to acting independently). It is important to note that the agreement itself “to commit murder” is punishable by criminal law and not the action intended pursuant to the

agreement. Of course in circumstances where the murder eventuates, the substantive offence of murder will be preferred. It should be noted that parties that can be shown to have agreed to commit a murder may be convicted of a conspiracy to murder, even though they have not taken any positive steps in carrying out the intended purpose.

In contract killing cases where the instigator is not present during the murder, the offences of solicitation, procurement and incitement best reflect the instigator's culpability. The offence of "attempt" does not apply as the instigator does not take any step toward performing the act that would constitute murder.

The offences of solicitation, procurement and incitement are framed so as to require the instigator to simply instigate the offence without necessarily taking any further part. In terms of the legal penalties associated with contract killings, these offences are the most appropriate.

In relation to the category of "attempted contract killings" or inchoate offences this study has examined only those cases where the instigator **did not** carry out or intend to carry out the murder themselves personally, but rather relied on a third party, or the "contracted killer" to commit the murder. In reviewing the homicide data there were a number of homicides identified where the instigator solicited, incited or procured a third party to kill or attempt to kill the victim in his or her presence for reasons associated with self-gratification. These incidents do not fall within the definition of "contract murder" and therefore were not included in this study. An example of this was the notorious "Snowtown Murders" in South Australia committed in the mid-late 1990s where convicted serial killer, John Bunting, had his co-offender Robert Wagner kill and torture a number of their eleven victims in his presence.

The Contract

The desire to kill another person in a "contract" situation is a means of settling a dispute that is fundamentally no different to the standard categories of murder other than it involves a third party or perpetrator not necessarily engaged in the dispute. In most cases, the victim is unknown to the contract killer. Black's (2000) definition is particularly useful in describing the nature of contract killing applied in this research:

... A continuous sequence of interactions by one or more persons in which one person solicits another person to have a third person killed for gain, monetary or otherwise. An event begins with the initial exploration of the

possibility of having someone killed, and terminates with a murder, attempted murder or police intervention (p. 241)

A contract is usually an unwritten agreement to provide a sum of money and in some cases some other item of value to a second party who agrees, in return to commit a designated murder (Joey 1974, p. 9).

For the purpose of this research a contract is entered into if:

- it includes payment or a promise of payment of a financial or other fee or gratuity from the instigator of the contract ;or
- the instigator of the contract derives or believes he/she will derive a real or material benefit or advantage from instigating the death of the victim; and
- the instigator of the contract does not take part or does not intend to take part as a principal (in the first degree) in the murder.

There are many terms used to denote the person who seeks to employ the services of a third party in order to kill a specific victim(s) (also referred to as the "target"). These terms include "contractor", "instigator", "organiser" and "solicitor", and will be used interchangeably throughout this report.

Overview of Previous Literature

A dearth of scientifically based literature on this topic presents an opportunity to examine and present findings in this important area of homicidal behaviour. The rate of homicide in Australia has remained relatively steady for many years and much research has centred on victim-offender relationships or the context of confrontational homicide. In examining the extant literature on contract killings, it soon becomes apparent that there have been very few systematic studies undertaken in Australia and elsewhere exploring this phenomenon. Apart from the research that provides descriptive accounts of the murders of specific contract killers (see for example, Zugibe & Costello 1993; Jones 1995; Joey 1974; Montefiore 1993; Polk 1994), there have been less than five documented explorations of the dynamics of contract murder worldwide, only one of which was undertaken in Victoria, Australia. A review of the substantive issues to arise from this previous research suggests that they can be divided into three main themes: (1) the processes involved in contract killing; (2) the motivational patterns of the instigator or contractor; and (3) the types of contract murderers.

The Processes of Contract Killing

Dietz (1983) identified a number of processes involved in contract killing. The first of which involves the setting up of the contract, known in Detroit, United States as “putting out a paper”. This is the initiating stage where the instigator decides that they wish to hire the services of a third party – the contract killer. According to Black and Cravens (2001), solicitors all have what they perceive to be some type of intractable if not insurmountable problem that can best be resolved by the target of the problem being killed by someone other than themselves. For criminal organisations that have killers on the pay role, the initiating process is simple. They contact the employee and provide information regarding the “target” (i.e., the victim).

However, for instigators hiring freelance killers, there are three main methods in which the instigator and killer come together. The first method involves the instigator announcing that they are looking to hire the services of a killer. A friend or an acquaintance acts as an intermediary between instigator and killer, and informs the instigator that the killer accepts the contract. The second method involves the instigator directly approaching a

known “contract killer” and providing details of the target and determining whether the killer is interested in carrying out the contract. This is usually arranged over the telephone, between people who have not had any prior personal contact (Levi 1981). The third method also involves the instigator approaching a third party, however, this third party is not known to be a contract killer as such, but rather someone who has a violent criminal history. The instigator asks this person whether they would be interested in a contract. However, in most cases the instigator and the contract killer do not meet until the actual hit has been carried out.

Once the contract killer has been identified and the contact has been initiated between the instigator and the contract killer, the next stage involves negotiating the contract. Discussions centre on the fee for carrying out the murder, location and methods. “Most seem to agree, however, that the details are the prerogative of the person(s) paying for the contract. These persons may specify weapons, locations and time schedules” (Dietz 1983, p. 98). However, as part of the negotiations, the contract killer will try and determine the difficulty of the “hit”, and how determined the contractor is proceeding with the contract. “These considerations determine his [or her] price” (Levi 1981, p. 52).

Following this, the contract killer undertakes a series of steps in planning the contract killing. This may involve the acquisition of equipment to facilitate in the killing, arranging transportation, and in some cases locating additional personnel to assist. A hit man also has to be fairly skilled in the use of weapons. “The hit man’s reputation, and the amount of money he makes depend on his skill, his effective ability to serve as a means to *someone else’s ends*” (emphasis in original) (Levi 1981, p. 54).

Locating the target or “stalking” is the next step, which involves identifying the target’s movements, places they frequent and their “routine activities”. This allows the contract killer to identify the “killing location”, and when the target will be at this location. The actual carrying out of the contract is the next step, and this includes disposing of the body, and “getting away”. The final task in contract killing is collecting the fee from the instigator.

Similarly, Black (2000) and Black and Cravens (2001) explained the processes involved in contract killing through the conceptual components of script theory. In brief, “a script is a hypothesized cognitive structure that when activated organizes comprehension of event-based situations” (Abelson 1981; cited in Black and Cravens 2001, p. 84). When applied to contract

killings, Black and Cravens (2001, p. 86) indicate that scripts have certain requirements:

- (a) a stable cognitive representation of a particular script;
- (b) an evoking context to present to others; and
- (c) action rules/policies for entering the script.

On the basis of these requirements, the process of contract killing begins with the solicitors or instigators cognitively concocting the killing script, and conceiving a personal problem that can only be resolved by having someone else do the killing for them. Once the solicitor reaches the decision to hire the services of a third party, they need to present their scheme to the third party and to convince them to carry out the murder for them. Black and Cravens (2001) suggest that this involves the solicitor's cognitive representation of the problem to be transformed from a cognitive script to a participatory script for the contract to be accepted, the participation of the contract murderer to be evoked and the murder to be committed. This is an important step "in the transition from a simple cognitive idea about killing to a solicitation to commit murder" (p. 87). It is through the "evoking context" that the specific contract is constructed between the "hit man" and solicitor.

In accordance with script theory, the term "tracks" is used to differentiate between the various evoking contexts of contract killings. Black and Cravens (2001) distinguished between the situations where the solicitor approaches someone known to them, such as an intimate friend or acquaintance (termed the "intimate track") and those where the solicitor approaches someone not known to them or an undercover law enforcement officer (termed "staged track"). Both these tracks provide selected *paths* by which the third party or "hit man" enters the script. In order to evoke the participation of the "hit man" in his or her script, the solicitor will use what are referred to as "priming scripts". These can take the form of offers of money, property, sex, and so on.

The solicitor's cognitive script transforms into the contract killing script only when the hit man enters the contract killing script, and they, that is the solicitor and hit man are working from the same script. It is then that "concerns shift to *contracting*, that is determining what is in it for the hit man, and *plotting* how the killing will be accomplished" (Black & Cravens 2001, p. 88).

The final process in contract killing scripts involves exiting the script. The outcome can be murder, attempted murder or in the case of police intervention, the apprehension of the solicitor.

Motivational Patterns of the Instigator

Research has consistently indicated that the relationship between the offender and the victim is of the utmost importance in trying to understand the possible motivating factors that leads to lethal violence. However, most research focuses specifically on one-on-one interactions. In cases of contract killing which involve one-on-many interactions, they are a distinctive subtype of multiple offender murders that contain three very different types of interrelationships: (1) the solicitor/hit man relationship; (2) the solicitor/target relationship; and the hit man/target relationship (Black 2000). In most cases, the actual person who commits the murder may not be previously known to the victim. In trying to understand the reasons for the killing in contract murder, it is important to focus not only on the person who actually commits the murder, but on the instigator (contractor or solicitor), as it is they who want the target dead. Just as important is focussing on all aspects of the victim's personal and professional life, their associations and history which may also provide valuable evidence or intelligence that could lead to establishing a motive or even the identity of the contractor(s).

Blackshaw (1996) undertook an empirical examination of contract assassination and incitement to commit murder in Victoria between the years 1989 to 1995 inclusive as part of a Master of Arts in Criminological Studies degree. He grouped the cases into the following five motive-based categories:

1. Sexually intimate relationships;
2. Non-intimate family relationship;
3. Business;
4. Criminal network; and
5. Undetermined (Blackshaw 1996, p. 43).

The examination of the twelve cases (six cases of incitement (incitement and solicitation are the same) to commit murder and six cases of contract assassination) revealed that contrary to the romanticised view of contract killing portrayed in media where it usually involves the criminal underworld, the majority of cases of incitement to murder and actual

contract killings in Victoria involved intimate partners procuring the services of a contract killer in order to resolve disputes related to property settlements, custody issues arising from children of the relationship, love triangles and life insurance payouts.

The frequency of the occurrence of certain motives was found to differ between cases of incitement to commit murder and contract killings. While motives associated with sexual intimates was the most common category for both incitement to commit murder cases and contract killings, the second most common category for cases of incitement to commit murder were those involving non-intimate family relationships, such as siblings, parents and in-laws. Again the central theme in these three cases was the existence of a conflict sufficient enough that a contract killer was hired to murder as a means of conflict resolution.

There were two additional cases of incitement to commit murder that involved instigators outside of the family circle. The first case involved conflict over legitimate business interests, and the second case, which according to Blackshaw (1996, p. 50) "is set apart from the other incitements reviewed because the protagonists, including the intended victim, have shady backgrounds and associations, some have serious criminal histories".

In contrast, Blackshaw (1996) found that the second most common category of contract killings in Victoria is where there exists a nexus to a criminal network. All four cases were unsolved. This is an interesting finding, and will be further explored later on in the present study. The first unsolved case of contract killing that could be linked to a criminal network was set within the "sub-cultural perimeters of illicit drug trafficking" (Blackshaw 1996, p. 56). The second case involved the target owing substantial amounts of money to organised crime interests, and the third and fourth cases were characterised as drug-related with the execution style murder of two drug dealers.

The last category of contract killings includes two cases where the motive is unclear, however there are indications of the involvement of a third party to carry out the murder. Again these two cases are unsolved. Similar to Blackshaw (1996), Polk (1994) observed that in some of the cases of contract or professional killings that he examined (a total of five killings), a common characteristic of these deaths was that information was lacking and that it was impossible to state for certain what had happened, apart from that the victim was somehow involved in criminal activity.

An important finding noted by Blackshaw (1996) was that in only two of the twelve cases that involved the procurement of a third party to commit murder were charges laid and the cases solved. In other words, murders where there is evidence to suggest that contract killers have committed them have a low solvability rate. “If a conspiracy is able to progress from incitement to kill to substantive contract killing, then the case is likely to remain unsolved” (p. 61). Given the small number of cases analysed in the Blackshaw study such conclusions should be treated with caution. The present study will further explore the issue of solvability in this area.

Blackshaw (1996, p. 69) in discussing the policy implications of his finding for police and the administration of the criminal law highlighted the importance of the establishment of the Victoria Police “Covert Unit” during 1992, and the detection of the majority of the incitement to commit cases following the establishment of the unit. This suggests that the availability of trained and equipped undercover police to infiltrate murder plots is a means of preventing the occurrence of a homicide. While this may seem plausible, the present study will also examine detection methods in incitement, procurement or solicitation to commit murder through the services of a “contracted” murderer.

Black (2000) and Black and Cravens (2001) also undertook a study of 30 murder-for-hire events that involved 60 participants (17 women and 43 men) in Tennessee, United States (year not stated in the articles). In examining both attempted and completed contract killings, they noted a number of salient characteristics of the participants involved in the events. These are outlined in Table 1.

Table 1: Characteristics of murder for hire in Tennessee, USA

Characteristics	
Solicitor	<ul style="list-style-type: none"> • about as many women as men • white • between the ages of 19 and 41 • prior arrest record
Hit man	<ul style="list-style-type: none"> • most frequently male • white • between the ages of 16 and 30 • prior arrest record
Target	<ul style="list-style-type: none"> • frequently male • white • between the ages of 26 and 49
Incident	<ul style="list-style-type: none"> • Involved a shooting • between 2.00am and 7.59am • at the victim’s house • ending with a murder

Source: Adapted from Cravens and Black (2001) and Black (2000)

They noted that the most interesting findings pertaining to their research was that about as many women (47%) as men (53%) were involved in murder-for-hire events as solicitors, that nearly all participants were white (91%), and that events (65%) that did not involve an undercover law enforcement officer resulted in murder, attempted murder or both.

Types of Contract Murderers

The solvability status of a homicide is significantly linked to certain incident, victim and offender characteristics (see Mouzos & Muller 2001). As noted above, unsolved contract killings tended to be more closely linked to criminal networks, than to conflicts between sexual intimate partners. As there are differences in who would procure the services of a contract killer, there are also differences in the actual contract killer. Revitch and Schlesinger (1981) and Schlesinger (2001) identified three general types of contract murderer:

1. The professional;
2. The semi-professional; and
3. The amateur.

There are a number of differentiating factors between the three types of contract murderers. These are outlined in Table 2. The professional contract killer is either an employee or member of organised crime network who carries out the killing “out of a loyalty to that organization” (Maas 1968; Schlesinger 2001), or an independent contractor (i.e., a “freelance agent”) who is not connected to any particular group, who hires his services for a fee. The semi-professional and amateur contract killers do not rely on committing murder as a means of employment, and only engage in the act on a one-time (or two-time) basis.

Similar to the findings of Blackshaw (1996) pertaining to the situation in Victoria Australia, Schlesinger (2001) notes that most contract murders in the United States appear to be carried out by amateurs commonly hired to eliminate a spouse or intimate partner. These amateur contract killers can be characterised as individuals with a history of psychopathology, instability, and marginal adjustment, and some prior involvement in criminal activity. They mostly take on the contract for a specific gainful purpose, and in some cases, “their behaviour may be partly rationalised and serves as a vent for built-up aggression and hostility” (Schlesinger 2001, p. 1120). Douglas,

Burgess, Burgess, and Ressler (1992) noted that in cases where there is secondary criminal activity, such as, robbery, this may mean that the offender is youthful, amateur, or of lower intelligence.

In comparison, the semi-professional contract killer displays a more sophisticated modus operandi (MO), but they appear to be less competent than the professional contract killer. Schlesinger (2001) citing the work of Gibbons (1968) described the semi-professional contract killer as individuals who believe that the only way that they can achieve success in their lives is through criminal behaviour. They are offenders who “often eschew conventional values and hard work” (Schlesinger 2001, p. 1120). Psychological assessment of semi-professional contract killers reveals that they have less overall personality disturbance than that found amongst amateur contract killers. However, semi-professional contract killers were found to have a history of violent, anti-social behaviour. It is important to note that there have been very few studies based on psychiatric assessments or “psychological autopsies” of hit men (Douglas et al. 1992).

A number of non-fictional accounts of professional contract killers seem to suggest that most of the professional contract killers seem to be connected some way or other to organised crime (Kidner 1976; Joey 1974). “Such individuals often achieve adequate adjustment within the values of their group, and the murders that they carry out are logical, adaptive, and consistent with the purpose of the organization” (Schlesinger 2001, p. 1120). To the professional contract killer, “killing is conceptualised as a ‘business’ or as ‘just a job’” (Levi 1981, p. 53). It seems that the most alarming fact about professional contract killers is that the majority of them are never caught. “They go about their business unobtrusively, indistinguishable from their fellow citizens, and frequently maintaining strong family and community ties” (Hurwood 1970, p. 129).

Staging of the crime scene is another indication of the hit man’s level of experience. Professional hit men may engage in complex staging of the crime scene (e.g. cut motor vehicle brake lines) to make the death appear as accidental. Similarly, staged secondary criminal activity such as the victim may be positioned in a particular way to infer that this was a sexually motivated homicide, thus masking the primary motive of the murder (Douglas et al. 1992, p.24).

Forensic findings can also distinguish between the types contract killers. In their *Crime Classification Manual* Douglas and colleagues (1992, p. 24) noted

that “the veteran professional killer, for example, may chose a weapon that is difficult to trace and focus on the area of injury to the victim’s vital organs, especially the head. There are few wounds and overkill is rare. A blitz or ambush style attack also is common to this style of killing”.

Table 2: Differentiating patterns and characteristics of the contract murderer

	Amateur	Semi-Professional	Professional
Method of killing	Poorly planned; often impulsive and disorganised	Planned, orderly, systematic	Highly planned, orderly, systematic
Crime scene	Some physical evidence left	Little physical evidence left	Little physical evidence; elaborate body disposal; effective staging
Typical target	Spouse or intimate partner	Business associate or criminal	A criminal or a person associated with organised crime
Contractor’s motive	Mostly personal	Business related	Business related and consistent with crime organisation’s goals
Personality organisation	Unstable with marginal adjustment	Less instability	Minimal overt disturbance

Source: Schlesinger (2001, p. 1120).

Methodology

Data Sources

This study explores attempted and completed contract killings in Australia and draws its empirical data from two main sources:

- National Homicide Monitoring Program (NHMP); and
- Offence reports from each state and territory police service in Australia that include “incite”, “solicit” “procure” or “conspiracy” to murder where the instigator to the murder is not a principal in the first degree (no intention to actively participate in the planned murder and/or be present at the crime scene).

In brief, the National Homicide Monitoring Program (NHMP) at the Australian Institute of Criminology routinely collects on an annual basis details on all homicides coming to the attention of police throughout Australia. The NHMP data sets contain details on a total of 4,112 homicide incidents, perpetrated by 4,501 identified offenders that resulted in the death of 4,421 victims over the period 1 July 1989 to 30 June 2002.

Homicide details collected in the NHMP include information relating to the incident, victim, offender and the relationship between the offender and victim. Of relevance to the present study is that the NHMP also collects information as to whether or not the incident can be classified as a “contract killing”. As other researchers in this field have pointed out (see Blackshaw 1996; Black 2000), there is a certain degree of uncertainty, especially in cases that are unsolved or where there is insufficient evidence to proceed to prosecution, as to whether or not an incident can be considered to be a contract killing. “The problem here is, simply put, when is an event murder-for-hire” (Black 2000, p. 242). As a result, the following study analysed NHMP homicides (both solved and unsolved) where there was sufficient evidence or inference provided in information supplied in the offence reports and other sources at the time of data collection to suggest that a contract was entered into in each case.

It is important to bear in mind the following limitations when interpreting the results presented herein. With the furtherance of police investigations, especially regarding some of the unsolved homicides, it may be possible that new information has come to light to suggest that some of the contract killings were not really contract killings (as defined in this report) because the instigator

actually participated in the killing. Indeed, Blackshaw (1996) notes, “the question as to whether a contract has been entered into in a case of murder, is not always a clear ‘yes’ or ‘no’ answer but lies in a continuum of uncertainty” (p.41). Similarly, additional offences that may fall within the definition of contract murder may be disclosed during court proceedings, but because they were not known or recorded by police at the time of data collection, they could not be included in the current research⁵.

Based on NHMP data, the present study identified 69 probable contract killings (66 incidents) in Australia that occurred between 1 July 1989 and 30 June 2002 (see Table 3). Of these contract killings, 34 are still considered unsolved, that is an offender(s) has yet to be charged with the murder of the victim.

In addition, information on attempted contract killings was collected. Written requests were made to each State and Territory Police Service requesting a copy of each offence report for cases of conspire, procure, incite or solicit to commit murder that occurred in that state or territory during the period under study – 1 July 1989 and 30 June 2002. As each respective Police Service Covert Unit assists in investigating most of these cases, only those cases that were already in the public domain were considered. This included details relating to cases that had been adjudicated and commenced in a court of law or reported as a judgment from a court in Australia only being provided for purposes of the present study. In other words, all cases of attempted contract killings included in the present study have been solved by way of apprehension. On this basis, 94 attempted contract killings were included in the present study (see Table 3).

Table 3: Contract Killings in Australia, 1 July 1989–30 June 2002

State and Territory	Attempted Contract Killings		Completed Contract Killings	
	<i>Number</i>	<i>%</i>	<i>Number</i>	<i>%</i>
New South Wales	46	48.9	22	31.9
Victoria	22	23.4	29	42.0
Queensland	12	12.8	6	8.7
Western Australia	3	3.2	5	7.2
South Australia	10	10.6	5	7.2
Australian Capital Territory	0	0.0	1	1.4
Northern Territory	1	1.1	1	1.4
Australia	94	100.0	69	100.0

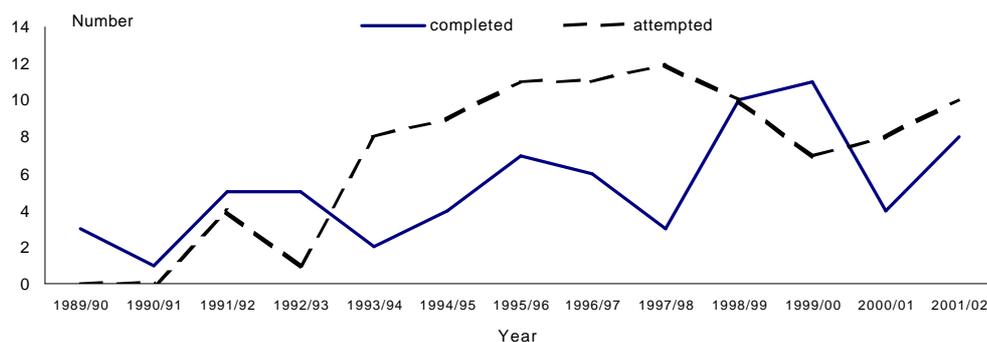
Note that there were no attempted or completed contract killings in Tasmania during the period under analysis.

Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

In total, there were 163 attempted and completed contract killings that occurred in Australia between 1 July 1989 and 30 June 2002 that were included in this study. Over the thirteen-year period examined there appears to be a slight

increasing trend in the frequency of these events (Figure 1). However, it is important to note that the numbers are quite small. For example, there were on average seven attempted contract killings per year and five completed contract killings per year over the thirteen-year period.

Figure 1: Attempted and Completed Contract Killings in Australia



Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989–2002 [Computer file]

Analyses

The analyses of the attempted and completed contract killings (a total 163 cases) involved three separate yet related stages:

1. The first stage identified the motives of the instigators and developed a typology of contract killings in Australia (irrespective of whether or not the contract was successfully carried out);
2. The second stage examined the attempted contract killings, and identified the specific characteristics associated with these offences in Australia. Included in this analysis is an examination of the role of police operations and victim/witnesses in detecting such cases, and the prevention of a completed contract; and
3. The third stage of the analysis focussed specifically on completed contract killings, and the characteristics of these cases. How do they differ from cases that were prevented through police or other intervention? This analysis also examines the characteristics of solved versus unsolved contract killings in an attempt to determine whether those contract killings that are unsolved are more likely to be committed by the “professional” as opposed to an “amateur” contract killer, and whether there are any differentiating factors between them.

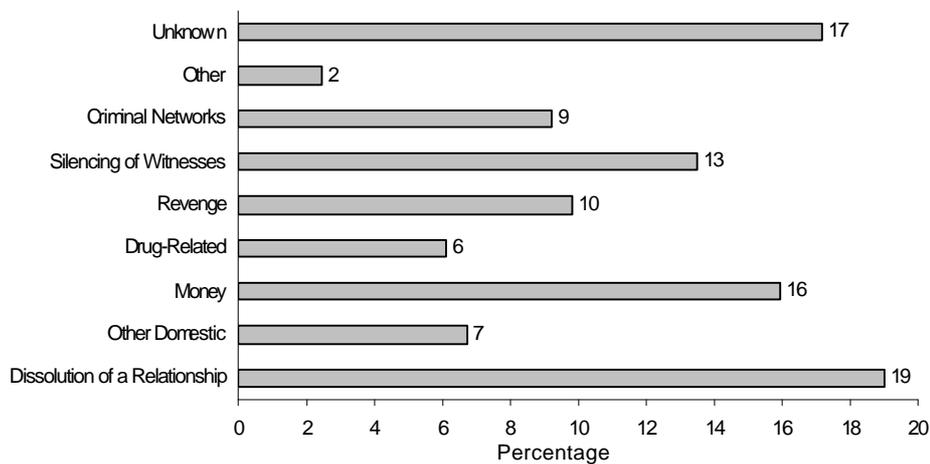
⁵ There may be additional cases of attempted contract killings that have not been included in this study. For example, a media report highlighted the case of a man who attempted to hire a hit man to kill his niece. This case was not included in the data received from police, and was therefore not included in the present study. The main reason why details relating to this case were not provided relates to the fact that the solicitor was charged with a solicitor offence against the person—kidnapping/abduction, and murder as a secondary offence. The secondary offence was for various reasons not identified in the initial search.

Typology of Contract Killings (completed and attempted offences)

Previous homicide research has indicated that the relationship between the offender and victim is of utmost importance in understanding the type of homicide, however, in cases of attempted and completed contract killings where the victim and the principal offender are usually unknown to each other, it offers little to enhance our understanding of the reasons for the offence. Bearing this in mind, the present study explored the various motives of the actual instigator or contractor, and their relationship with the target or victim. It was found that there was some overlap in terms of reasons behind the desire to enlist the services of a third party to kill.

A typology of contract killings (attempted and completed) was developed based on the alleged motive of the instigator. The relationship between the instigator and target was also used to inform the analysis. A total of nine categories of contract killings were identified and examined (see Figure 2). A discussion of these categories follows.

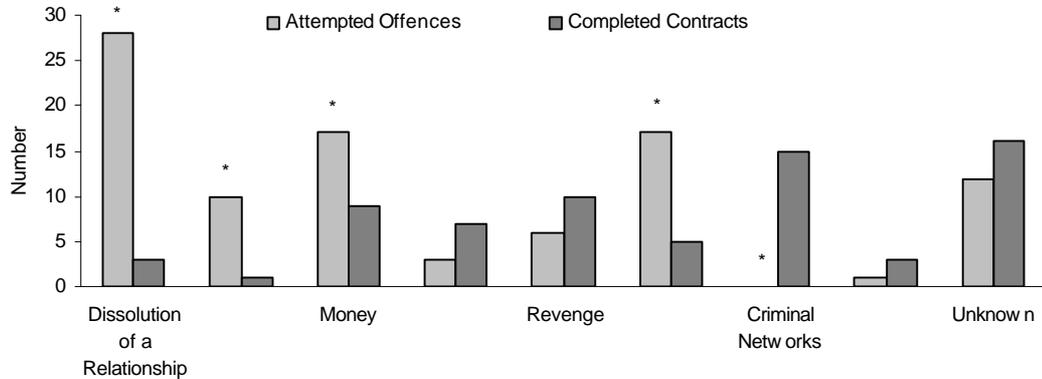
Figure 2: Typology of Contract Killings (Attempted and Completed) in Australia (n=163)



Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

There were also a number of differences identified between the motives associated with the attempted versus the completed contract killings (see Figure 3).

Figure 3: Attempted and Completed Contract Killings According to the Motive of the Instigator (n=163)



* statistically significant $p < .001$ Chi square=53.1, DF=8, N=163

Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

Dissolution of Relationship

Conflict associated with the “dissolution of a relationship” is the most common motive of contract killings in Australia (Figure 2). There were a total of 28 attempted contract killings and three completed contract killings that fall in this category (a total of 29 incidents). All were solved at the time of data collection. An analysis of these cases indicates that there are a number of inter-related themes, but the central conflict is the dissolution of the intimate relationship. Some of these cases involve an obsessional or extreme desire by one sexual intimate partner to control the other partner. Typically, the services of a contract killer are sought by a current or former intimate partner in order to prevent him/her from pursuing a relationship with someone else or in revenge for having done so. Other cases involved a lover who incited or solicited a hit man to eliminate their current partner so that they can be with their lover. Other cases are a result of custody issues associated with the dissolution of the relationship. In such cases where custody of the child or children is contested, then the intimate partner hires the services of a contract killer to kill their ex-partner so that they may gain sole custody of the children.

Unlike most domestic homicides that appear to occur at the “spur of the moment”, the cases that fall within this category of contract killing seem to involve a level of premeditated rage that is controlled and channelled into planning the killing. Some may even argue that the instigators in such cases are “more obsessive”. While the data in the present study do not allow such an examination, it would be interesting to determine whether there is a

common “timeframe” between the break up of the relationship and hit or the new relationship and hit? Was there a specific trigger, and did the instigator stalk the victim beforehand? Further research could examine these questions.

Most of the contract killings that fall within this category involve a current or former intimate partner as the instigator (65% or n=20). Similarly, there was usually one “target” (or victim), with only two cases involving two targets. In terms of the number of offenders involved, 69 per cent of incidents (n=20) within this category involved one offender. This finding is noteworthy because it suggests that where the motive of the contract is the dissolution of a relationship it is more likely that the offender is acting alone. In other words, the offender has not conspired with other offenders to commit the murder other than with the contract killer.

In total, there were 45 offenders involved where the motive of the instigator was associated with the dissolution of the relationship. There was only one incident (an actual murder) that involved four offenders. All the completed contract killings associated with dissolution of a relationship were solved (three killings).

There appears to be little difference in terms of the gender of the targets involved with both males and females targeted equally (16 males; 15 females). In comparison, males are more likely than females to be the offenders involved in such cases (63% males; 37% females). In contrast Cravens and Black (2001) and Black (2000) noted in their study that the distribution of male and female offenders involved in murder-for-hire events as solicitors was about equal. The present study found that of the 16 female offenders involved in contracts associated with the dissolution of the relationship, ten were considered to be the actual instigators or contractors in these cases with the other six being accomplices. There could be a number of reasons to account for the level of female involvement in this type of contract killing. The most obvious is that she could not commit the murder herself. Another reason is that she may not have the necessary access to the tools to commit the murder. Hiring a hit man also places distance between the victim and the instigator, hence she may have perceived that hiring a hit man would increase her chances of “getting away with murder”.

In terms of the age distribution of the targets, most were aged between 25 to 49 years (74%), with those in the 25 to 34 year age bracket accounting for the highest proportion of targets (39%). The instigators (that is, the first offender) were slightly older than the targets with over half aged between 35

and 49 years (52%). Considering all offenders, that is, instigators and the “hired help”, 44 per cent were aged between 35 and 49 years.

Based on information where the type of weapon to be used (or used in the cases of the actual killings) was available (n=17), seven of the contractors specified a firearm, four contractors specified that the victim was to be beaten to death, two specified a knife or other sharp instrument, and an additional two contractors specified that drugs were to be used.

As would be expected given the “domestic” nature of the cases that are grouped according to this motive, the majority of the contracts were taken out by an intimate partner or other family member (65% or n=20). There were eleven targets where their relationship to the instigator or first offender was not of an intimate nature.

Case Study

The offender had a relationship with a woman. The offender, unbeknown to the woman, was married with two children. After some time the woman believed that the relationship was not going anywhere and she also became suspicious of the offender’s marital status. The woman told the offender that the relationship was over and that she had commenced a relationship with another man, the intended victim, whom the offender was acquainted with. The offender then commenced a sustained period of nuisance behaviour toward the woman. Whilst the woman was out of the country on an overseas trip the offender contacted her new boyfriend and insisted they meet to discuss their situation. Sometime following this meeting the offender contacted an old associate of his who had served in the British army and asked if he knew someone that could kill the victim. The offender then offered his friend financial consideration if he killed the victim himself. The offender then identified the victim’s vehicle and residence and provided his friend with security information about the premises. The offender’s friend then contacted police. The offender lied to his friend about the real reason why he wanted the victim killed and tried to justify the contract by alleging that the victim had harmed a woman and her children. Police commenced an undercover operation and the offender agreed on a \$5,000 fee for the contract. The offender then provided the undercover officer with details of the intended victim and his vehicle, residence and employment details. The offender then handed the undercover officer \$500 and showed him the victim’s home and work address. The offender was subsequently arrested and charged with solicit to murder. (Case no. 1056/01)

Case Study

Offender 1, 42 years, was married to the victim and was the father of their three children. Offender 1 was having a relationship with offender 2, 30 years, for some time and promised her that he would leave the victim to be with her. In an attempt to rid himself of his wife, offender 1 and offender 2, motivated by lust and greed, solicited the services of a hit man, offender 3 to carry out the murder. Offender 3 was also having an affair with offender 2 and agreed to kill the victim on her behalf. Offender 2 told offender 3 he would receive \$50,000 for the murder of this victim and the planned murder of offender 2's estranged husband (presumably from a \$100,000 life insurance policy taken out by offender 1 on this victim). On the agreed evening offender 2 and offender 3 went to the victim's home at an agreed time when offender 1 had taken the three children to the local video shop to ensure that the victim was home alone. Offender 3 allegedly showed the victim the "contract" (a document containing her photo and personal details) and confirmed with her that she was the correct victim. The victim was then punched to the face by offender 2 and was stabbed seven times by offender 3 in the chest and once in the back as she fought for her life by striking the hit man with a frying pan. Offender 2 stood by and watched as the hit man carried out instructions. The court later heard at her trial that offender 2 encouraged the hit man and then laughed about it afterwards. Offender 2 then telephoned offender 1 to tell him the job had been completed at which time offender 1 returned home and allowed the children to make the horrific discovery. The hit man, offender 3, pleaded guilty to the murder and agreed to give evidence for the prosecution against offender 1 and offender 2. He received a sentence of life imprisonment with a 20 year non-parole period. Offenders 1 and 2 were both found guilty of the murder and sentenced to the mandatory life imprisonment. (R v Mathews and Burgess SASC 2003 [unreported])

Other Domestic Related

In addition to the contracts sought in order to resolve conflict associated with the dissolution of a relationship (discussed above) there were 11 other contracts where the central theme was some sort of domestic conflict not related to the dissolution of the relationship (a total of 10 incidents). Ten out of the 11 contracts did not result in the death of the target. Similarly, all but one incident involved a single target. Seven out of the ten incidents also involved one offender (or contractor), resulting in 14 offenders in total.

Gender of the targets and offenders was also evenly distributed with five male and six female targets, and eight male and six female offenders. Consistent with the dissolution of the relationship motive, the highest proportion of targets associated with other domestic contracts were aged between 35 and 49 years (four out of nine targets – age was not known for three targets). The offenders were in the same age bracket as the targets, with seven out of the 14 offenders aged between 35 and 49 years. Information was only available for three of the contracts in terms of the type of weapon to be used. A firearm, assaultive force, and drugs were the types of weapons specified in this category of contract murder.

Nine out of the 11 other domestic contracts involved targets and instigators whose relationship was of an intimate nature.

Case Study

A number of weeks prior to the victim's death, offender 1 (victim's wife), told a relative that she wanted to leave the victim and was intending on moving out of the family home. Just prior to the murder police had attended the victim's family home in relation to a domestic dispute between the victim and offender 1 which resulted in police issuing an Apprehended Violence Order against the victim. The Crown alleged that the murder was committed at the instigation of the victim's wife, offender 1, who had contracted offender 2 with the promise of \$40,000.00 as payment for the killing and also supplied the gun and ammunition used in the killing. Offender 1's motive for wanting her husband killed was because he was allegedly sexually interfering with their children. The victim had apparently been a member of a wife swapping club and it was led in evidence that the victim was lured to a meeting with offender 2 and offender 3 (wife of offender 2) using the promise of a sex with offender 3. Some time between midnight and dawn the victim was shot in the head with a .22 calibre rifle and found slumped on the floor between the front passenger seat and dashboard of his vehicle which was parked at the designated meeting spot. Offender 2 disposed of the murder weapon and offender 1's clothing, throwing them in a nearby creek. Police commenced a covert operation after the killing, during which they obtained admissible evidence against the three offenders which included offender 2 allegedly telling the victim, "I've been paid to kill youbecause you bash your wife, you molest your kids." Offender 2 was convicted of murder and received a life sentence. In delivering his sentence the judge commented:

“The killing was planned with care; and was implemented with both care and persistence. Such a killing for reward is an outright attack on concepts of the sanctity of human life, and of its protection within a framework of public order underpinned by public justice, which are concepts fundamental to what our society regards as acceptably civilised.”

Offender 2 was found guilty of murder and sentenced to 12 years imprisonment with a non-parole period of 9 years. Offender 1, was also committed for trial for the murder of her husband. However, the Director of Public Prosecutions determined not to proceed with the prosecution (Regina v Glasby [2000] NSWCCA 83 (22 June 2000)).

Case Study

The victims were ex-parents in law to the offender (the other offender was the de facto of the first offender) and grandparents to the offender’s only daughter. The relationship between the offender and the victims was strained due to issues regarding the care of the grand-daughter and because of certain property settlement issues. The offenders invited a friend to their house and discussed the murder of the victims and made a request to their friend to carry out the murders or recommend a person who could carry out the murders. The sum of approximately \$5000 to \$6000 was discussed. The offenders told their friend that they wanted the victims killed because they were sick of the offender’s daughter (victim’s grand-daughter) coming home with sunburn after visiting them. The offenders were annoyed because they were the ones that had to always take their daughter to the doctor when she returned with severe sunburn. Both offenders were arrested by police and charged with attempting to procure murder. (Case no. 1008/98)

Money/Financially Motivated

The next most common motive (where the motive was known) was financially motivated. These cases involve a beneficiary organising the killing of a third party to expedite a payout from an insurance policy, superannuation or last will and testament. Often these situations involved domestic scenarios although some of the cases were committed for commercial gain (see case study below). Experience has shown that in this category the amount of payment nominated for the “hit” tends to be higher than for other categories. Levi (1981, p. 54), on the other hand, asserts that a

hit man's remuneration is dependent on his skill and competence. Whilst this is a valid and reasonable conclusion to draw it may simply be the case that a "*hit*" is remunerated commensurate with the benefits that will be derived by the instigator. In other words, the more that an instigator stands to profit financially the more is offered to the killer. Similarly, a "*hit man*" could on a personal basis negotiate up his or her price depending on the complexity and risks associated with the killing. Whether the price is negotiable would depend on a number of factors, including the availability of cheaper labour and the willingness of the instigator to engage further parties into the plan.

There were a total of 17 attempted and nine completed contract killings that fall in this category (a total of 26 targets and 25 incidents). All but one case involved a single victim, with the majority of cases in this category involving multiple offenders (with a total of 46 offenders). There were three completed contract killings that were unsolved. Where information on the victim-instigator was known, 13 out of the 23 involved a non-intimate/non-family instigator, such as an acquaintance or business associate.

Unlike the contracts associated with some type of domestic motive where the gender distribution was relatively even, when the contract is for money or financially related, then the majority of the targets are males (92%). There were only two female targets. Consistent with the previous two categories outlined above, 14 out of the 26 victims were aged between 35 to 49 years.

The same gender distribution pattern is also observed when the offenders are examined. The majority of both instigators and other offenders involved were males (85%), with only seven female offenders. Six of the seven females were the contractors or instigators. Most of the offenders were aged between 25 and 49 years (78% or n=35), with a further six offenders aged between 18 and 24 years.

The type of weapons specified to be used to carry out the contract were varied (blunt instrument, assaultive force, and so on). Again, a firearm was the most frequently specified weapon used in ten contracts. A knife or some other sharp instrument was used in a further four contracts.

Case Study

Offender 1 was a licensed real estate salesman. He and offender 2 were friends and business associates. In 1990, offender 2 and the victim were involved in a battery reconditioning business which was liquidated three years later. The victim's contribution to the former company was his

technical skill and offender 2, as a safeguard, took out an insurance policy on the victim's life. Despite the company's dissolution, offender 2 continued to pay the insurance premiums. In 1995 the benefit payable in the event of the victim's death was \$240,000. In the course of his business as a real estate agent, offender 1 approached a client (heroin user and known criminal) and asked if he could assist in having someone killed for an insurance claim. Offender 1 told the client it was for a friend of his, and it had to be made to look like an accident. The client said that he knew someone who could do the job and within a few days he received \$2,000 on account. Offender 1 supplied a photograph and home address of the victim. A fee of \$12,000, possibly more, was discussed. Offender 1's client had no intention of either finding an executioner or returning the deposit and kept stalling. Offender 1 eventually rang his client to say that he had found someone else to do the job and he wanted the photograph back. The client then went to the police who commenced an undercover operation. An undercover police operative pretended to be the willing assassin. All future meetings between the offenders and the undercover operative were recorded. Offenders 1 and 2 required the victim's death to look like an accident. Police staged the 'hit' to look like a vehicular accident and provided the offenders with the proof that the victim had been killed as a result of the accident. A further \$4,000 changed hands whereupon the offenders were arrested. Both were charged with soliciting to murder and received considerable terms of imprisonment. Offender 1 received 12 years imprisonment and offender 2 received 10 years after pleading guilty. In hearing an appeal against sentence the judge commented:

"The maximum penalty for soliciting to murder is imprisonment for life. The particular offences committed by these two men were extremely serious. They were seeking to have a man murdered in cold blood so that (offender 2) could gain financially and both, it seems, be revenged upon the victim because of the collapse of the battery business." (R v Luciano Giaccio & John Richard Edginton No. SCCRM (1997) 68 SASR 484; [1997] SASC 6103 (29 April 1997))

Case Study

The victim, 54, and the offender, 31 were married in 1991. It was a second marriage for both of them and they each had children from their previous marriages. A few years later they moved to a new town, purchasing a Tattersalls agency to operate and manage. This involved a huge financial commitment from the couple. The offender was to manage the business, while the victim taught at a local school and assisted with the business on

a part-time basis. By the time the incident occurred, both the marriage and the business were unstable. According to the victim's daughter's testimony, he had been considering leaving the offender for some time. He had discussed with his daughter that he was looking for a flat. It is uncertain whether the offender was aware of his intentions.

Three months prior to the incident the offender approached a male acquaintance and asked if he would kill her husband, or if he knew someone who would be able to kill him. He replied that he did not (R v Freeman [2000]: 32). However, after further requests and some investigation, the acquaintance introduced the offender to a male friend, who was to be the co-offender. He had told his friend, "I met a woman who wanted to have her husband killed and she was prepared to offer any amount of money, within reason." When the two offenders made contact, approximately three months prior to the incident, it was agreed that the offender would pay the co-offender a deposit of \$10,000 to have her husband "taken care of permanently." An additional \$40,000 would be paid upon completion of the act. On the night of the incident, the deceased finished his shift and left the premises just after 9.30pm. This was based on the shop alarm being activated at 9.39pm (R v Freeman [2000] VSCA 88 (25 May 2000): 22). The exact details of the events that followed were difficult to ascertain as neither offenders were willing to confess what specifically occurred. In the trial the judge found that "[The deceased] was either lured or taken away from the area where he closed the Tattsлото agency and ultimately finished up at the ...reservoir where he was drowned by [the co-offender], at the instigation of [the offender]."

A few months after the incident, the deceased's body was found in a reservoir a few kilometres away, floating near his partly submerged car. The offender called the local police to report her husband missing both the night before and in the early hours of the morning that he was discovered. The death was initially treated as a suicide, however information was passed on to police that led to further inquiries. The court heard about a conversation between the offender and the acquaintance who had introduced her to the co-offender. During the course of the conversation the investigation into her husband's death was discussed, during which the offender stated "they've got nothing. They've got absolutely zilch" (R v Freeman [2000]: 42). A letter was also found at the home of the co-offender which read: "Please say little and no deals. If I can my trial will be first and suicide will be proved. I'm strong and so must you be. My lips are sealed forever" (R v Freeman [2000]: 41). It was signed with the first initial of the offender.

Both offenders were found guilty of murder, with each being sentenced to 22 years imprisonment, with a non-parole period of 17 years. In sentencing, the judge said:

“This is not the case of a desperate, trapped woman or a case of highly emotionally charged circumstances in which some people react and kill. This is the case of a plan to kill, when each of you had ample time to realise and reconsider what you were about to do. In those circumstances there is little by way of mitigation of this crime which must be met with substantial punishment” (R v Chatzidimitriou & Freeman [VSC] 1415 1998 at 18). (Case no. 019/97)

Drug-Related

One of the least common motives found to be associated with attempted offences and completed contract killings was in relation to drugs (see Figure 2). There were ten such cases in the sample examined, seven of which were completed contract killings. Of these seven completed contract killings, five were unsolved at the time of data collection. Cases that fall within this category are those that there is some indication that the services of a hit man were sought, as there was some conflict in relation to drugs, in particular dealing or supply. While this excludes those cases associated with drugs that occur within criminal networks, it is acknowledged that there is some overlap between the categories

Where information on the victim-instigator was available, none were found to occur between persons with an intimate relationship. All ten cases involved a single target. Where an offender was identified, two cases involved one offender, and a further three cases involved two offenders (a total of eight offenders).

When the contract is in relation to a dispute concerning drugs, the targets, instigators and other offenders are males. In other words, there was no female involvement in this category. This is interesting given that recent research both in Australia and in the United States has found that the homicidal patterns of women may be changing to include a category of women who kill in the drug-market context (Mouzos 2003; Brownstein and associates 1994, 1995).

There were four targets aged between 25 and 34 years, and a further three targets aged between 35 and 49 years. There were two targets aged between

50 and 64 years. Where the age-group of the offender was known (n=7), three offenders were aged between 18 and 24 years, two offenders were aged between 35 and 49 years, and a further two offenders were aged between 50 and 64 years.

A firearm was the type of weapon specified to be used in nine out of ten contracts that were drug-related, with the remaining one contract to be carried out with a blunt instrument.

Case Study

The intended victim, a shipwright, went to a boat shed to keep an appointment with the offender who was posing as a prospective boat purchaser. During the previous week an offender, (not the one he was meeting with) had contacted the victim by phone and showed interest in a fire damaged vessel which required substantial repair. Two offenders who arrived in a stolen vehicle eventually met the victim. The driver of the vehicle, a member of a motorcycle gang, told the victim he had been sent to examine the boat as previously discussed by the third party. The offender asked the victim to travel with him in his vehicle to go and view the boat but the victim declined. The offender then got into the boat with the victim leaving one offender in the stolen vehicle. After travelling in the boat for some one kilometre the offender asked the victim to pull into the riverbank so he could orientate himself. The offender alighted the boat and shortly after re-boarding produced a homemade five shot firearm from under his shirt. The offender told the victim he had been paid to 'do a job' and shot the victim twice at close range. The victim received a gunshot wound to the stomach and groin. The victim managed to disarm the offender and threw him overboard. The offender however, drowned. The victim managed to return to shore where he obtained assistance. A subsequent coronial inquest found that the death of the offender was justifiable homicide and that the victim had acted in self defence. At the inquest evidence was heard that the shooting was drug related. (Case no. 1060/92)

From an investigative perspective it was quite surprising that this category of contract killing was one of the least common. This is particularly so given that it is a well established observation within drug law enforcement agencies that the nature of drug trafficking and its associated illicit industry is known to be a volatile profession where justice is unmercifully dispensed often with fatal consequences. However, the low incidence of drug related contract killings in this study should not be misinterpreted on the basis that it is reasonable to assume that there are many persons listed as missing

within the illicit drug milieu who are suspected of having been murdered. On the other hand another reason why this category remains surprisingly low may be that persons involved in the illicit drug industry who have a dispute to settle are probably more likely to kill an opponent themselves than entrust a third person.

There is also a likelihood that this category of contract killing is associated with the “criminal networks/organised crime” category and given that many of those cases remain unsolved and the real motive remains unclear, some overlap may have occurred.

Revenge

This category envisages situations where a third party is engaged to kill a person for no particular material or financial reward other than personal satisfaction or the redeeming of personal honour. It seems that in these cases the target has “wronged” the instigator in some way or other, and that the instigator not being able to enact revenge themselves, tried to hire the services of a third party to enact revenge on their behalf. There were a total of six attempted and ten completed contract killings that fall in this category (12 incidents). The majority involved one target (n=10), however, there was one case that involved four targets. Where information on the victim-instigator relationship was available (n=12), eight cases involved a non-intimate/family victim and instigator. Four cases involved an intimate relationship (such as that depicted in the case study below) between the target and instigator.

Case Study

The victim and the offender were previously married for 16 years during which they had two children before being separated. The two children being used as pawns by the offender in an attempt to reconcile the marriage fuelled an acrimonious separation. During the separation the victim began a relationship with another man (who also became an intended target of the offender) which led the offender commencing a campaign of general harassment against both the victims. The victims received advice from an acquaintance to contact a third party who had allegedly been offered \$30,000 to kill them. The victims contacted the ‘hit man’ who confirmed he had been approached to kill them. The ‘hit man’, who was known through police intelligence as a suspected ‘hit man’,

supplied the victims with evidence that he had been hired by providing their personal details as supplied by the offender. The 'hit man' contacted the victims because he became aware the offender was trying to hire a cheaper 'hit man' to carry out the contract. Police became involved and commenced a covert operation. The offender was arrested and charged with soliciting to murder. (Case no. 1065/99)

Case Study

Offender 1 was a longstanding friend of the victim's son. The victim was living with his daughter, offender 2 and her two year-old daughter. Offender 1 was friendly with offender 2. Prior to the killing, offender 2 had told offender 1 that the victim had interfered with her daughter sexually. Offender 1 told a psychiatrist, that about two weeks before the killing, offender 2 had suggested to him "in a roundabout way" that he should kill the victim. She asked him "hypothetically" if he would kill him. Offender 2 solicited the offender to kill the victim, and she was subsequently charged with soliciting to murder the victim. Offender 1 told his psychiatrist that he had been touched sexually by the victim in what was described as minor. Offender 1 had been convicted of a charge of armed robbery and was at the time under the supervision of a Probation and Parole officer. Only days before the murder offender 1 spoke to mental health authorities about his anger in suspecting that the victim was allegedly interfering with offender 2's daughter. Offender 1 was assessed by a staff psychiatrist at a hospital, who found no evidence of mental illness such as to justify his being detained under the Mental Health Act. The doctor concluded that he was "a long term risk of harm to self and others", but he did not see him as an "immediate risk". The offender went to the deceased's home and used a tomahawk, knife and poker from within the premises to kill the victim who was in bed asleep. Whilst stabbing and chopping the victim some 25 times offender 1 said, "This is from [the offender], fucking paedophile bastard. You'll never molest another kid again." Offender 1 then mutilated the victim's lifeless body. Offender 1 subsequently pleaded guilty to the murder and was sentenced to life imprisonment with a non-parole period of 12 years (R v Schreiber [2001] NSWSC 1184 (19 December 2001). In respect to offender 2, the trial judge found that the offence of solicitation was complete as soon as the words of solicitation were uttered. No murder was necessary for that offence to have been committed. Offender 2 was sentenced to 6 years imprisonment with a four year non-parole period. In sentencing offender 2 the judge said;

"I am satisfied that when she asked [offender 1] to kill the deceased the offender believed that there was every prospect that he would do so. Her desire to have the deceased killed continued up to the moment of his death." (R v van Krevel [2003] NSWSC 227 (4 April 2003))

Case Study

Offender 1 and offender 2 aborted their intended contract killing the night preceding the actual killing after one of them attempted to test a weapon which appeared to malfunction. The following night they again proceeded and went to the victim's house. Offender 1 and offender 2, possibly with a third offender, drove to the location to carry out the contract shooting of the victim at the request of a person named 'Chris', for the sum of \$1,000 between them. The intended victim was a man named "Tony" who was suspected of having an affair with another man's wife. The intended plan was that offender 1 would shoot Tony in the leg whilst offender 2, who was also armed, would keep lookout. The offenders went to the wrong address and when the victim informed offender 1 that there was no Tony at that address, offender 1 panicked and shot the victim through the wire screen door at point blank range. The victim suffered a gunshot wound to the abdomen and shortly afterwards died. At the trial of offender 1 the court heard that the victim was a gentleman of the "utmost respectability with no criminal associations, a complete stranger to his attackers, who was spending a quiet evening in his own home in the company of his wife". Some time after the murder ambulance officers were called to a routine overdose. Two officers arrived and commenced treatment on the person concerned, who was the offender 1. One of the ambulance officers retrieved a pistol in possession of offender 1 and handed it to the police shortly afterwards. Police commenced a covert operation which resulted in evidence that inculpated the offenders in the killing. Both offenders were found guilty of the contract killing. The Judge, in sentencing one of the offenders commented about the category of contract killing:

"Planned and deliberate shooting of another human being for no better reason than economic gain is surely to be regarded by a civilized society as being a very serious crime... The paid cold-blooded callous contractor surely is a most dangerous criminal and a threat to our society and indeed to our community life. The public interests and the principles of deterrence must surely demand severe punishment for those persons involved in an offence of the present type." (Regina v Paul Thomas Crofts NSWSC (93070102) (Regina v Baartman Matter No 70368/93 [1998] NSWSC 781 (18 December 1998))

Two incidents where the actual contract was completed were not solved at the time of data collection. Where an offender was identified, there were five incidents that involved one offender, four incidents that involved two offenders, and a further incident that involved three offenders. In total, there were 16 offenders involved in contracts where the main motive of the instigator was revenge.

Thirteen out of the 16 targets who had a contract placed on their lives were male (81%). In contrast to the targets in the other typologies of contract killings described herein, where the motive is revenge, targets are more likely to be in the older age group. Half of the targets were aged between 50 and 64 years (eight targets). A further four targets were aged between 25 and 34 years. Males again outnumbered females as offenders, with 12 out of the 16 offenders being male. While targets and instigators (and other offenders) tended to be relatively in the same age bracket, when the motive for the contract is revenge, the analysis indicates that the offenders tended to be younger than the targets. Seven out of the 16 offenders were aged between 35 and 49 years, and a further five offenders were aged between 18 and 24 years.

The type of weapon to be used in the commission of the contract was specified in 11 of the 16 contracts. Consistent with other motives examined, a firearm was the most common weapon specified by the contractor to be used to kill the target (six instances). Noteworthy, was that the finding that for two targets, the instigator specified that explosives were to be used to kill the targets.

Silencing of Witnesses

Polk (1994) identified a variant of this category in his exploration of homicide in Victoria as a form of conflict resolution. He termed this category "Dead men (or women) tell no lies: Killing to silence" which basically captured those cases where a friend had become a potential threat in terms of possible testimony to either police or courts. In the three cases examined by Polk (1994), the offender protected himself and neutralised the threat by killing the person who posed that threat. The only difference between Polk's (1994) cases and those identified to fall within this category in the present study was that the person who was threatened by the potential testimony or evidence of the victim did not actually commit the murder themselves, rather they hired the services of a third party to carry out the killing for

them. There were a total of 17 attempted and five completed contract killings that fall in this category (14 incidents). Twenty of these cases occurred between a non-intimate/family victim and instigator.

Again, most of the incidents involved a single target (10 out of 14), although there was one incident that involved five victims. Similarly, most of the incidents involved one offender (10 out of 14), and there was one unsolved completed contract killing. Males aged between 25 and 49 years featured predominantly as the targets (16 out of 22), with males accounting for 18 of the 19 offenders. Similar to the age distribution of the targets, most offenders were aged between 25 and 49 years (14 out of 19).

In 17 out of 22 contracts, the contractor specified the type of weapon to be used to silence the witness. Not unexpectedly, a firearm was the type of weapon specified to be used to kill 13 out of the 17 targets. A blunt instrument was specified to be used to kill one target, as were illicit drugs.

Case Study

The offender shot one victim in the head. Police investigations revealed a connection between the shooting of this victim (murder) and that of victim 2 and 3 (solicit to murder), in that all were witnesses for the prosecution, in court cases where the offender had been charged. The offender operated a tow truck and one of the victims a panel beating and spray-painting business. There was considerable business related ill feeling between the appellant and victim 2 and also because victim 2 gave evidence against the offender in two different criminal court proceedings. The offender was subsequently charged in relation to a boat fraud, in conjunction with an accomplice, and all three victims made a statement to police, which were served on the appellant's legal representatives. These statements, revealed the home addresses of the victims. The motive relied on by the Crown in the murder charge and two counts of solicit to murder was that the offender decided to eliminate the victims because they were witnesses in the forthcoming fraud trial. The offender approached a third party for assistance who eventually became a police informant. The offender made a series of phone calls in which the informant was told that the offender needed people to be "looked after". The offender provided the informant with a number of names and addresses in the mail and the sum of \$10,000 was mentioned along with reference to one of the victims having allegedly set the offender up for fraud. The offender met the informant and gave him details of one of the victims who was due to give

evidence the following Monday at the committal proceedings. The informant went to police and disclosed the approaches made by the appellant to him and police commenced a covert police operation. The covert operation recorded the offender making references to the murder he had committed in relation to victim 1 and also in relation to the intended murders of victim 2 and victim 3. Once the offender realised that the informant had cooperated with police he sought to discredit him by forging false admissions and other incriminating statements in relation to the murder and planned offences. The offender eventually pleaded guilty to the murder of victim 1 and asked the trial judge to take into account three further counts of soliciting to murder victim 1, victim 2 and victim 3. The offender was sentenced to 34 years imprisonment. (Regina v. Offer [2000] NSWSC 839 (25 August 2000))

Case Study

Victim 1 was the de facto husband of the former wife of offender 1. Victim 2 was a man whom, the Crown alleged, one of the offenders believed was informing to the National Crime Authority about the offender's illegal activities. Offender 2 had cause to resent victim 1 and his former wife. Hearing dates for matrimonial proceedings between them had been set and were approaching. A 'hit man' was engaged initially to threaten the former wife with the possibility, amongst other things, of an "extreme accident", on the instructions of offender 2. Initially however, the instructions with respect to offender 2's former wife were to intimidate. By contrast, offender 1's purpose was a cold-blooded one of removing someone who was informing against him to the authorities. Both offences were to be committed with a .45 calibre pistol owned by offender 1. The 'hit man' was to commit them in repayment of money borrowed from offender 1. However, the "hit man" went to the National Crime Authority and disclosed the plan. Police instigated a covert operation which revealed a number of recorded conversations between offender 1 and the 'hit man'. These recordings described that offender 1 had in mind the death of some other people who may also, or perhaps even instead, have informed against him. Offender 1 was also the initial contact between the 'hit man' and offender 2 in respect of the proposed killing of victim 1. Both offenders were arrested by police and jointly charged with attempting to procure murder. The offenders were imprisoned for five years and eight years respectively. (R v Hunter and Clare [2000] QCA 59)

Case Study

Witness 1 and the victim were to be witnesses of significance to the Crown's case against offender 1 in relation to serious drug offences which involved cultivation. Offender 1 was concerned about the evidence that witness 1 and the victim were intending on giving in his forthcoming trial. Offender 2 and offender 3 were at a caravan park where they resided when the victim came along and was struck twice in the head with a hammer by offender 2. Offenders 2 and 3 gagged the victim because he was talking and in doing so he bit the fingers of one of the offenders. While the victim was still alive one of the offenders telephoned offender 1. Soon after the victim died with massive blood loss. The body of the victim was never located. The Crown case was that offender 1 counselled or procured the murder of the victim through the services of offender 2 and offender 3. The crown case was essentially that offender 1 wanted to eliminate the victim from being a witness against him in a drug case. Offender 1 was convicted of murder and received a life sentence with a non-parole period of 25 years. (The Queen & Ors v John Wayne Hobby & Anor [1998] WASC 52 (25 February 1998))

Criminal Networks/Organised Crime

The cases that fall within the category of "criminal networks/organised crime" involve killing in the furtherance of a criminal enterprise or to facilitate criminal behaviour. Typically, a killing is ordered against a rival drug trafficker or member of an established criminal network to silence them or remove them from interfering with business. It has been documented that "organised crime" is a very lucrative business, and as a result such operations attract a great deal of competition (Falk 1990). As a result of this, those involved in criminal enterprises are known to be "willing to kill to maintain their profits" (Falk 1990, p. 96). They even have their own "hit men" to carry out the killings (for example, "Murder Incorporated" was established in Brooklyn, New York during the 1930s and served as the "department of extermination" for the underworld leaders [Hurwood 1970]). In this category, all 15 cases were completed contract killings. There were no attempted offences associated with criminal networks or organised crime. This is a point that we will return to later on in this report. Of the 15 contract killings in this category, the majority (n=12) were unsolved at the time of data collection. It should also be noted that

given that most of the cases that fall within this category are unsolved, it is important to keep in mind that these cases are based on the inference that third parties have been contracted. Where an instigator was identified, there was only one case where the relationship between the target (or as all the targets were killed "the victim") and the instigator was of an intimate nature, a further two cases were of a non-intimate/family nature. All but one incident involved one victim, and for the two incidents that were solved (one incident involved two targets), one offender for each incident had been charged.

All victims who were killed as a result of the contract being completed were male, with seven of the 15 targets aged between 35 to 49 years. There was one victim aged between 15 and 17 years. All 15 victims were killed with a firearm, six of which were killed in their own home, four on a street, road or highway, and a further three victims were killed in a private motor vehicle.

As already noted, most of the contracts associated with organised crime were unsolved at the time of data collection. Only two offenders had been apprehended for committing contract killings in connection with organised crime. Both offenders were male, with one offender aged between 18 and 24 years, and the other offender aged between 35 to 49 years.

Case Study

Victim 1 was the intended target of a suspected contract. The prosecution alleged that the killings were carried out as a contract killing against victim 1 for a fee believed to be \$10,000 and was issued by a person with an association to a motorcycle gang. Victim 1 worked at a workshop where he conducted an automobile repair business. Victim 2 was a friend who worked at the workshop on a casual basis. Victim 3 and another man, were employed at the workshop as mechanics. The preparation and execution of the murders involved some planning and was divulged by offender 2 who co-operated to some extent with police. Offender 2 stole the getaway vehicle at the request of offender 1 and on the morning of the killings during business hours in August 1996 he was made to telephone the workshop and asked for victim 1 by name. After confirming that victim 1 was in fact present, offender 2 drove offender 1 to the workshop in the stolen vehicle to execute the victim. Offender 1, wearing a mask, alighted from the front passenger door of the stolen vehicle and confronted the victims. The offender was heard to say "Are you Victim 1? Both victims replied that they were not. The man then aimed a pistol at victim 1 and shot him in the head. He then shot victim 2 in the head. As the

offender was leaving the premises he saw victim 3 whom he also asked if he was victim 1. Victim 3 offered to show offender 1 his drivers licence in an attempt to prove he was not victim 1 but offender 1 still shot him. Victim 3 received a gun shot to the wrist as he took cover. Victim 3 survived the shooting. Within an hour after the killings the stolen vehicle used by the offenders was located nearby completely burnt out. Police commenced a successful covert operation, which culminated in the arrest of offender 1 in November 1996 and the arrest and extradition of offender 2 in December 1996. The covert operation built a strong circumstantial case which included evidence that offender 1 went to Melbourne the weekend following the killings and also included admissions made by offender 1 to family and friends. Investigators also recovered the pistol used in the killings as well as evidence linking offender 1 to the stolen vehicle. Both offenders were convicted of 2 counts of murder and one of attempted murder and received the mandatory life imprisonment with non parole periods in excess of 30 years. (R v Gillard & Preston No. SCCRM-98-266, SCCRM-98-267 [2000] SASC 454 (21 December 2000))

This category of contract killing is interesting for a number of reasons. The large number of unsolved cases may suggest that one of the reasons they remain unsolved or are difficult to solve is because the instigator knows where to find a proficient “hit man” or has sufficient links to criminal activity to avoid, “searching for a lead” or “putting out the word”. The choice of contract killers in this category is generally based on reputation and reliability, however, as the present study has shown there is no guarantee that even with all the necessary precautions the contract will be successful.

The fact that there were no reported or detected attempted offences in this category is not generally surprising from a law enforcement perspective. Persons operating within this category are not likely to assist police investigations and would be reluctant to come forward in the first place. This reluctance could stem from a number of reasons, which includes self-interest or preservation, as quite often persons with intimate knowledge of contracts in this category are heavily involved themselves in crime and criminality. Secondly, this category invokes a real fear amongst protagonists where disloyalty would almost certainly prove fatal. This “conspiracy of

silence” or also known as “Omerta” in Italian, refers to the rule or code that prohibits speaking or divulging information about certain activities of a criminal organisation (American Heritage Dictionary 2003).

It should be noted, however, that this study only reported those cases where an apprehension was made, in other words where witnesses came forward to report the matter to police or where a covert police operation identified and apprehended the offender. There are regular instances of informants providing information to police or covert police operations in this category which for one reason or another do not reach apprehension stage. Similarly there are notable cases known only within law enforcement agencies where knowledge of an impending contract has been identified in its embryonic stage and police tactics have more than likely averted or extinguished an attempt on a person’s life. For obvious reasons these cases are not reported or discussed in this study.

Other Motive – Personal Advancement

The last category describing contract murder involves cases where the motive falls under the heading “other”. There were only four targets (and incidents) in this category, of which three resulted in the successful completion of the contract and the death of the victim. Included in this category is one contract killing that could be described as a political assassination. Such cases are the most notorious and abhorrent to Australian society and involve the killing of a third party for the purpose of advancing the status or future prospects of advancement of the instigator. This category is generally confined but not limited to killing for political gain. In such cases, “the murder of an individual has been the result of a premeditated move toward an identifiable, and generally accomplishable political objective” (Crotty 1971, p. 3).

All persons involved in these cases were male. Similarly, the seven offenders were also male. Three of the targets were aged between 35 to 49 years, with the other target aged between 50 to 64 years. Four of the seven offenders were aged between 35 and 49 years, and the remaining three offenders were aged between 25 and 34 years. Two of the targets were killed with a firearm, and the other target was killed with a knife. Information on whether the contractor specified a particular weapon for the attempted contract killing was unavailable.

Case Study

On 5 September 1994 a prominent New South Wales MP was shot with a .32 pistol outside his home. The victim arrived home from a Labor Party branch meeting just before 9.30 pm and drove into his carport. His fiancée went out to greet him and they were together putting a tarpaulin over the car when a gunman appeared and fired four shots at the victim at point blank range, two of the shots hit him in the chest killing him instantly. The gunman disposed of the murder weapon by throwing it in the Georges River, where miraculously it was recovered nearly four years later and identified as the murder weapon. The shots were fired by a hired hit man at the instigation of offender 1. The Crown case depended to a large extent on the evidence of two alleged accomplices who had been granted immunity from prosecution both of whom gave evidence. They each gave evidence of previous attempts on the victim at the direction of offender 1. One of the accomplices gave evidence that he drove the hit man to and from the murder on the night of the shooting. The alleged hit man and another accomplice were acquitted of the murder however, offender 1 was convicted. The judge found evidence to convict offender 1 on the basis of independent evidence pointing to his part in the prior planning and attempts to kill the victim, inconsistent and untruthful answers given by him to police when interviewed, and the existence of a clear motive to kill the victim. The court heard that prior attempts by the offender to engage a hit man failed because the hit men were either incompetent, or could not bring themselves to actually carry out the crime. The judge found that offender 1's motive for the murder was "naked political ambition and impatience".

In finding the offender guilty of murder and sentencing him to life imprisonment the Judge commented:

"In my opinion, the killing of a member of Parliament for political purposes, involving as it does an attack on our constitutional system of parliamentary democracy, and particularly when committed for personal political gain gives rise to such culpability that the 'community interest in retribution, punishment, community protection and deterrence' can only be met by the imposition of a life sentence. These features are aggravated in the present case by the long period of planning and organisation which preceded the killing, and by the prisoner's corruption of other persons such as W1, W2 and the persons who actually carried out the killing on his behalf." (R v Ngo [2001] NSWSC 1021 (14 November 2001))

Unknown Motives

In addition to the attempted offences and completed contract killings described above where the motive of the contractor was apparent, there were a further 25 incidents (28 targets) identified where they did not fall into one of the eight categories. The motive of the instigator for wanting the target dead was not apparent in the reading of the offence reports. These cases have therefore been grouped in the “unknown motive” category. In total, there were 12 attempted and 16 completed contract killings where the motive of the instigator was not known. Twenty-two of the 25 incidents involved one target, with a further three incidents involving two targets. Eleven of the 16 completed contract killings were unsolved. Where an offender had been identified and charged, there were seven incidents with one offender, six incidents with two offenders, and an additional incident with three offenders (a total of 22 offenders). The relationship between the target and instigator was non-intimate/non-family for five incidents, and for three the relationship was of an intimate nature.

Twenty-four of the 28 targets were male and three targets were female (gender was not stated for 1 target). The highest proportion of targets were aged between 35 and 49 years (n=10), with a further six targets each (total of 12) aged between 25 and 34 years and 50 and 64 years. Seven of the targets were killed in their own home, with a further five targets killed in a street, road, highway or open area. Two targets were killed in a car park. Fifteen of the 16 targets of completed contracts were killed with a firearm. The other target was killed with explosives. Fire was the method specified to be used to kill two targets associated with the attempted offences.

Three out of five offenders where the motive of the contract was unknown were male (82% or n=18). There were eight offenders aged between 25 and 34 years, and a further eight aged between 35 and 49 years.

Summary of Findings: Typology of Contract Killings

The typology of attempted and completed contract killings thus far has indicated that the reasons are varied as to why a person seeks the services of a third party to kill a particular person. Table 4 summarises the characteristics associated with each of the motives of attempted and completed contract

killings in Australia. The examination revealed that there are some differences based on the motivating factors of the instigator. These include:

- the involvement of single versus multiple offenders;
- the involvement of intimate partners;
- the gender of victims and offenders; and
- whether or not the contract is completed or its completion is prevented through police intervention.

Another point of difference was in relation to Levi's (1981) notion of planning. Levi (1981) puts forward a series of steps in planning a contract killing in which he includes "disposing of the body" as one of the final stages contemplated by the "hit man". The present study found that in the majority of cases the body of the victim was found "in situ". When disposal of a victims body does occur it generally occurs in the Organised Crime/Criminal Network category, however, it was not a regular characteristic of contract killing within the parameters of the present study.

Table 4: Characteristics of the Various Typologies of Attempted and Completed Contract Killings in Australia (percentages)

Characteristics of the Contract Killing	Dissolution of Relationship (n=31)	Other Domestic (n=11)	Money/ Financial (n=26)	Drug Related (n=10)	Revenge (n=16)	Silencing of Witnesses (n=22)	Criminal Networks- Organised Crime (n=15) ^(e)	Other – Personal Advancement (n=4)	Unknown (n=28)
Single Victim Incident	95	91	84	100	63	71	93	100	88
Single Offender Incident ^(a)	69	70	96	50	31	71	100	25	25
Male Victims	52	46	92	100	81	73	100	100	86
Male Offenders	63	55	85	100	75	95	100	100	82
Victims aged 25-49 years	74	46	73	70	50	73	73	75	57
Offenders aged 25-49 yrs ^(b)	44	50	78	25	50	74	50	100	73
Firearms used as weapon	41	33	44	90	55	77	100	50	84
Victim not killed ^(c)	90	91	65	30	38	77	0	25	43
Involved Intimates	65	82	26	0	33	5	7	0	11
Unsolved ^(d)	0	0	12	50	13	5	80	0	43

Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

(a) Refers to a single contract killer without accomplices other than the instigator.

(b) Where an offender has been identified.

(c) Refers to attempted contract killings.

(d) All attempted contract killings were solved.

(e) Only two offenders have been identified in this category.

Attempted Contract Killings in Australia

Apart from the fact that the actual completion of the contract was prevented, do attempted contract killings differ in other respects when compared to completed contract killings? This section examines this question in greater detail.

Offence Characteristics

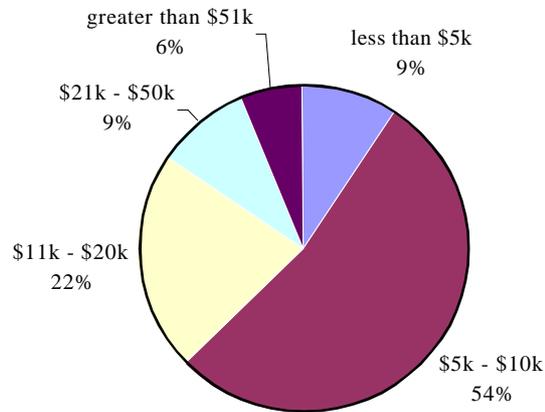
As indicated in the methodology section, there were 94 targets (victims) of attempted contract killings (77 incidents) included in this study. These offences occurred between 1 July 1989 and 30 June 2002. Most of the incidents of attempted offences involved one target (86%). There were eight incidents that involved two targets, one incident that involved three targets, one incident that involved four targets and one incident that involved five targets.

An instigator was identified in 74 out of the 77 incidents, with joint instigators identified in seven incidents. Generally, it has been noted that violent crime is most likely to occur on weekends. Attempted offences are more likely to be finalised on a weekday (87%)⁶.

While police intervention prevented a weapon actually being used to fulfil the contract, just over half of the instigators or contractors specified the type of weapon that was to be used to kill the target (52%). While the type of weapons specified varied from drugs, fire (arson), or assaultive force, the most common weapon specified by the contractor to be used by the hit man to carry out the contract was a firearm (57% or n=28). A knife was specified in one contract only (and this involved an intimate instigator and target).

An essential element in any contract is the offer of money for the completion of the contract. In 39 out of the 77 incidents, the reward type specified was money only. For 32 of these incidents, the actual amount was specified. Three-quarters of the contracts specified an amount of less than \$20,000 (n=24) (see Figure 4). In terms of a single amount, there were 10 contracts that specified the amount of \$5,000 being payment for the completion of the contract. A further five contracts specified the amount of \$10,000. The average payment for a contract was about \$16,500, and the lowest payment specified in a contract was \$500 and the highest payment was \$100,000, of which this amount was specified for two contracts.

Figure 4: Monetary Payments Offered in Attempted Contract Killings (n=32)



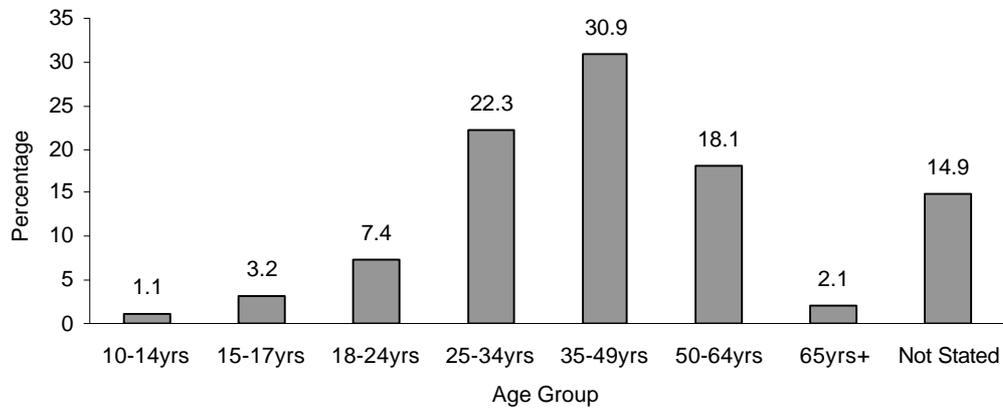
Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

It was further examined whether the amount specified for the completion of the contract varied based on whether the relationship between the instigator and target was of an intimate nature (intimate partners and family combined). This analysis revealed that when the contract involved the killing of an intimate partner or family member, the payment amount was more likely to be less than \$20,000 than when the contract involved a non-intimate instigator and target (80% versus 65%).

Characteristics of the Targets

The gender distribution of the targets of the attempted offences follows closely with the overall gender distribution of victims of crime, with males outnumbering females. Two-thirds of the targets of the attempted offences were males, with females accounting for a third. The overwhelming majority of the targets of the attempted offences were Caucasian (95%), with a further 3 per cent (n=3) of targets being of Asian decent. There were no Indigenous targets identified in this sample. In terms of the age group of the targets, close to a third were aged between 35 and 49 years (31% or n=29) (see Figure 5).

Figure 5: Age Distribution of the Targets of Attempted Contract Killings (n=94)



Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

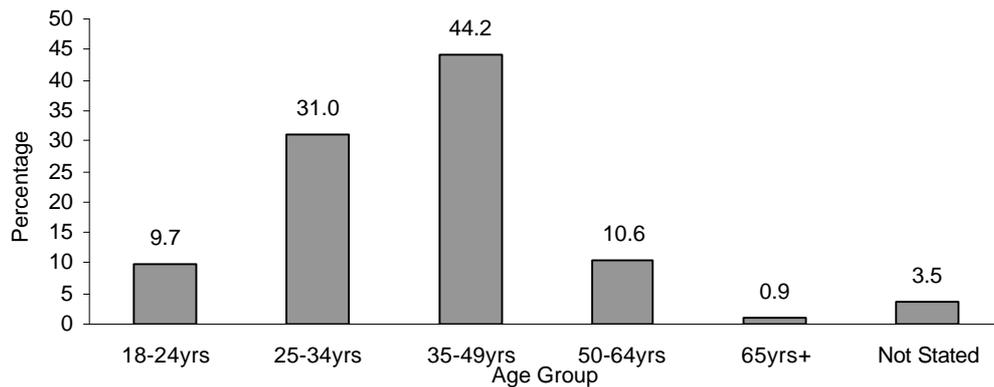
The previous section on the typology of contract killings in Australia revealed that the most common motive associated with the hiring of a third party to kill someone was the dissolution of the relationship (see Figure 3). For contracts that are prevented from being completed, the most common motive is also the dissolution of the relationship, accounting for 30 per cent of contracts. This was followed by contracts that were in relation to the silencing of a witness, and contracts that are financially motivated (each accounting for 18%). Interestingly, there were no attempted offences identified in the present research where the motive was associated predominantly with criminal networks or organised crime. Although not surprising, this is a significant finding as it suggests that there may be limited opportunities available for police intervention of contract killings associated with criminal networks. However, as discussed in the previous section, police intervention is still able to play a preventative role in this area in cases that do not fall within this category. It also highlights the professional nature of those contract killings involved in organised criminal networks as well as an ingrained reluctance for members of those organisations to assist or in fact be seen to assist police investigations in this area.

Characteristics of the Offenders

There were a total of 113 offenders involved in the 77 incidents of procurement, solicit and incite to murder (attempted offences). The majority of the incidents involved one offender (65%). There were 21 incidents that involved two offenders, four incidents that involved three offenders, one incident with four offenders, and a further incident that involved five offenders.

The majority of offenders involved in the attempted offences were males (76%), with females representing a quarter of the offenders involved in the attempted offences. The gender distribution of the instigators follows this same pattern. Similar to the age distribution of the targets of the attempted offences, the largest proportion of the offenders are also aged between 35 and 49 years (44%). A possible explanation for the greater involvement of this age category in attempted contract murder is that these offenders, particularly the instigators, may have more to lose when their relationship dissolves and have contributed more to that relationship than persons in the younger age-group. A further 31 per cent of offenders were aged between 25 and 34 years of age. There was only one elderly offender (aged 65 years or over) (Figure 6).

Figure 6: Age Distribution of the Offenders of Attempted contract Killings (n=113)



Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

The overwhelming majority of the offenders were Caucasian (96%), with a further two offenders of Asian decent. While there were no Indigenous targets identified in this study, there were, however, two Indigenous offenders involved in the attempted offences.

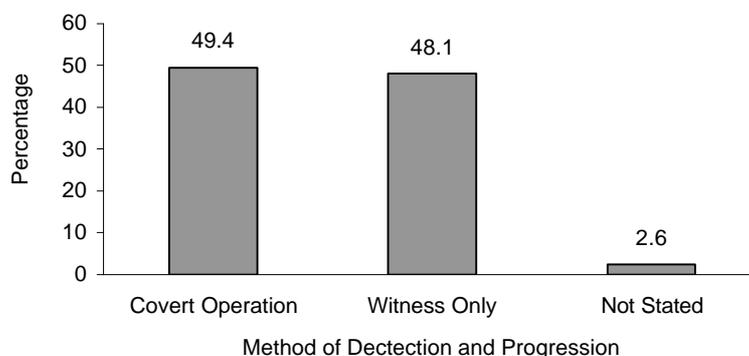
Given that the most common motive associated with attempted offences is the dissolution of the relationship, it is therefore not unexpected to find that in a third of the attempted offences, the relationship between the first offender (who was usually the instigator) and the target was intimate partners (31%; or 42% if family are also included). A further 31 per cent involved an instigator and target who were friends and acquaintances. There were only two cases where the first offender and target were not known to one another.

In the attempted offences that involved more than one offender, the relationship between the offenders and the targets was usually either friends or acquaintances or strangers. Overall, the attempted offences were equally as likely to involve intimates (intimate partners and other family combined) or friends or acquaintances, each accounting for 40 per cent of offences. Strangers, that is, persons not previously known to one another were involved in nine per cent of offences. Other relationships, that is, business partners and so on were involved in 12 per cent of offences.

Detection and Progression of the Attempted Offences

Examining the detection of the attempted contract killings reveals that there is little difference in how the offence was detected (Figure 7). In other words, of the 77 incidents examined in this study, 38 were detected through a witness coming forward and then progressed by means of a covert police operation and 37 were detected through a witness coming forward and notifying police of the contract (two incidents did not specify the method of detection) who then finalised the matter on the merits of the witness and suspect versions without resorting to a covert operation. It is important to note that most of the incidents involved a witness or informant coming forward, but as indicated above, only some involve the police employing covert tactics to apprehend the offender(s).

Figure 7: Method of Detection and Progression of Attempted Contract Killings (n=77)



Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

While attempted offences are generally likely to be detected through a witness coming forward, the study found that based on the motivating factor of the instigator there were some differences in the method that police chose to progress the operation. When the motive for hiring a third party to kill the target is in relation to the dissolution of the relationship or money-related, then the method of progressing the investigation was more likely to rely on a witness coming forward with specific information regarding the contract. In comparison, when the motive was to seek revenge, silence a witness, drug-related or some other domestic, the method of progressing the investigation was generally through the use of a covert police operation. The reasons why such decisions are made in determining how an investigation progresses is a matter for each jurisdiction and is assessed on a case-by-case basis. There is no general rule in deciding when to engage in covert police operations other than ensuring the operation does not fall within the rules of entrapment and that the rules of evidence are complied with. This study does not propose to examine the topic of covert operations further other than to draw attention to the fact that when police do engage in covert operations and intervene in contract killing scenarios it is highly likely that the matter will progress to trial and where a conviction is secured and a lengthy jail term will generally be imposed.

It is important to make it clear that this observation is made from general investigative experience and not from an analysis of the present data. There

are two main reasons that support such a conclusion: (1) when police are engaged in covert operations the case is meticulously planned in terms of compiling admissible evidence and planning legal and legitimate tactics; and (2) in covert operations the main witnesses will often be police officers who do not become susceptible to the common impediments faced by civilian witnesses when they are required to give evidence in these type of cases.

Another notable difference regarding the method of progression for attempted offences is the relationship between the instigator (or first offender) and the target. Analysis of the incidents of procurement, incite and solicit to commit murder indicates that a covert police operation is more likely to be used when the relationship between the instigator and target is of an intimate nature (intimate partners and family combined) (59%), than when the instigator and target are not intimately related, that is, they are friends, acquaintances or business associates (44%).

The next stage of the analysis examined whether the method of progression varied in accordance with the monetary amount offered to complete the contract. The results suggest that a higher proportion of the attempted offences involving contract amounts of less than \$20,000 were progressed through the use of covert police operations (63% or n=15), than through relying on witnesses alone (38%). There was no difference in the progression method for contract amounts involving \$20,000 or more as a payment.

In addition, whether the number of victims and the number of offenders in the incident had any effect on the method of how the actual contract was detected was also examined. While the results indicate that the number of victims included in the contract does not have any bearing on the method of detection, there were some differences identified based on the number of offenders involved. When the incident involved one offender, the contract was more likely to have been progressed through the use of a covert police operation (57%), than by relying on witness evidence alone (43%). In contrast, when the contract involved more than one offender, it was more likely to be progressed with the assistance of a witness or informant (62%), than by a police covert operation (39%).

Summary of Findings: Attempted Offences

An examination of attempted offences has identified a number of points that are worthy of note for both research and investigative purposes. These points are summarised below:

- There were 94 targets or intended victims and 113 offenders involved in the 77 attempted contract killings;
- Once the matter was brought to the attention of the authorities only about half were progressed by means of a covert police operation;
- Multiple targets made up 28 intended victims (there were eight incidents that involved two targets, one incident that involved three targets, one incident that involved four targets and one incident that involved five targets);
- Two-thirds of the targets of the attempted offences were males, with females accounting for a third;
- There were no intended Indigenous victims although there were two Indigenous offenders;
- The most common motive in the attempted contract killings was the dissolution of a relationship;
- There were no attempted offences associated with criminal networks or organised crime;
- The most common weapon specified by the contractor in attempted offences to be used by the hit man to carry out the contract was a firearm (57% or n=28);
- The least common weapon specified by the contractor in attempted offences to be used by the hit man to carry out the contract was a knife which was specified in only one contract; and
- Of the contracts that specified a price, three-quarters of them specified an amount of less than \$20,000 (n=24) with 10 contracts specifying \$5,000 as the contract price.

⁶ It is acknowledged that the nature of these types of offences means that they are most likely to occur and indeed be charged between a range of dates agreed upon by the instigator and hit man (or undercover officer). The day of the offence therefore represents the day that the offence was finalised or the arrest took place.

Completed Contract Killings in Australia

Fortunately through the intervention of police and informants coming forward, most of the contracts analysed in this study were not completed, that is, the target was not killed. During the period covered in this study – 1 July 1989 to 30 June 2002 – there were however 69 targets that were killed by a third party at the behest of the instigator (66 incidents). The characteristics of these completed contract killings will be explored in this section, focussing specifically on what differentiates the successful contracts from those where the contract is not completed.

Incident Characteristics

There were in total 66 incidents of murder that resulted from a person hiring the services of a third party, that is, a hit man to kill a particular person. The majority of the incidents (96%) involved the killing of one target. There were three additional incidents that each involved two victims. Half of the completed contract killings were not solved at the time of data collection (52% or n=34). The results of a comparison between solved and unsolved contract killings will be outlined later on in this report. When the incident was solved (that is, an offender had been charged), there were 11 incidents that involved one offender, 12 incidents that involved two offenders, seven incidents with three offenders, and a further two incidents with four offenders. Compared to homicide in general where most homicide incidents involve a one-on-one interaction between the victim and offender (Mouzos 2000a, 2003b), the results suggest that of those contract killings where an offender has been apprehended, they are more likely to involve one-on-many interactions.

While the timing as to what day and time the contract is carried out is dependent on the routine activities of the victim, the results indicate that in terms of the temporal characteristics of completed contract killings, it seems that there is no identified pattern regarding the day of the week that they are most likely to be committed. Contract murder is least likely to occur on a Sunday (n=3), or on a Wednesday (n=6). There is however, a distinct pattern in the time that contract murder is committed. About four out of five incidents of contract murder are committed between 6pm and 6am (79% or n=52). Over half occur between the hours of 6pm and midnight.

Generally, most homicide incidents take place in a residential location, usually in the home of the victim (58% for 2001-2002; see Mouzos 2003b). Half of the incidents of contract murder occurred in the victim's, offender's or some other person's home (50% or n=33). There were 21 incidents that occurred on a street, road, highway or open area (32%), and a further six incidents that occurred whilst the victim was sitting in their vehicle (9%).

Complete information on how much each hit man was paid for the completion of the contract was only available for nine of the 66 incidents of contract murder. The following discussion should therefore be seen as indicative only. Based on the information available for the nine completed contract murders, the amount of money paid for the completion of the contract killing ranged from as low as \$2,000 to as high as \$50,000. The amount of \$10,000 was paid for three contract murders. In one contract murder a vehicle and drugs were also accepted as part payment of the contract.

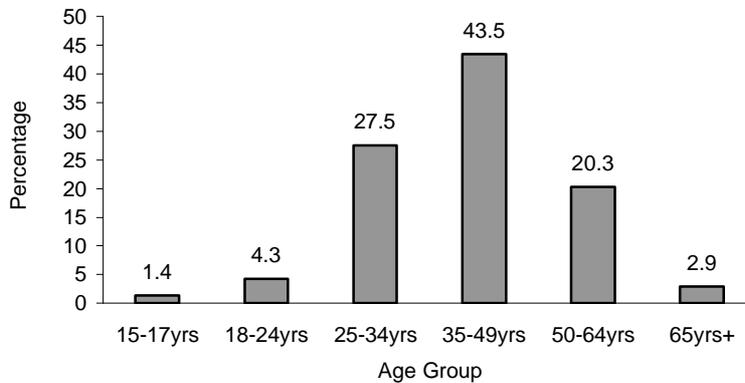
Victim Characteristics

Compared to the gender distribution of the targets involved in the attempted offences where females accounted for a third, there were only four female victims of contract murder. Most of the contract murders involved males as the targets (94%). While gender is a factor that differentiates the attempted offences from the contract murders, the age distribution of the targets in both offences is quite similar. The highest proportion of victims of contract murder were aged between 35 and 49 years, a finding similar to the targets of the attempted offences. Persons aged between 25 and 34 years accounted for the second most common age group represented amongst the victims of contract murder (Figure 8).

Irrespective of whether the contract was successfully completed or not, most contracts involved Caucasian targets (89%). There were seven contract murders that involved the killing of victims of Asian descent.

It is well documented that homicide is an offence that occurs predominantly between persons who are not working at the time of their death (Mouzos 2000a; 2003b). An examination of the employment status of the victims of contract murder reveals results that are not in accord with the general view of employment status and homicide. The majority of the victims of contract murder were employed at the time that the contract was carried out (57%). Twenty-four of the 69 victims of contract murder were unemployed at the time of their death.

Figure 8: Age Distribution of Victims of Completed Contract killings (n=69)



Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

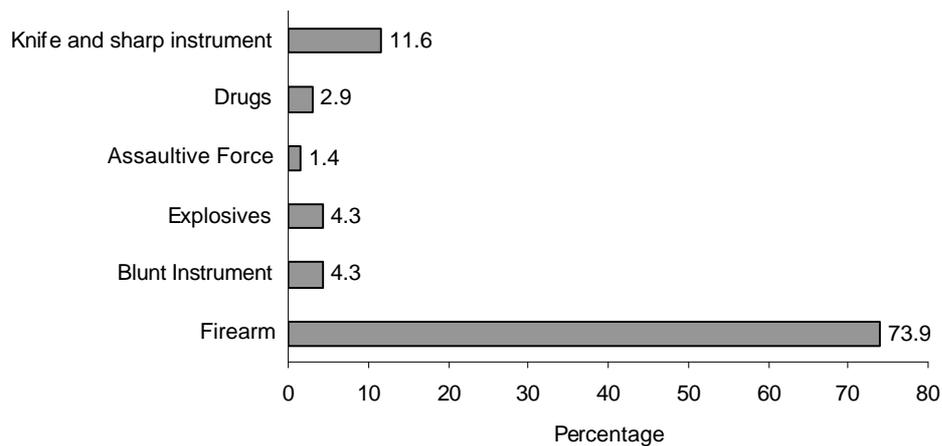
The victims of contract murder were also more likely to be married or in a de facto relationship at the time of their death (59%). In contrast, victims of homicide, and especially male victims of homicide generally are more likely to be single when the incident occurs (Mouzos 2003b). The fact that the victims of contract murder are more likely to be employed and in a relationship at the time that the contract is carried out, strongly suggests that contract murder is quite unlike homicide generally. Given that the category of dissolution of a relationship features as one of the most likely motive when combining attempted and completed contract killings it was not surprising to learn that the offender victim relationship would be atypical of the general homicide relationship. Most homicides are spontaneous over-reactions to a conflict situation. In marked contrast, contract murder is a premeditated act that involves a certain degree of planning to enable both the successful completion of the contract, but also to avoid detection by police.

Irrespective of the type of motive for the contract or whether or not the contract is successfully completed, the results indicate that a firearm is consistently the weapon of choice to be used to carry out the contract (Figure 9). In contract murder, 74 per cent of victims were killed with a firearm (n=51), compared with about 14 per cent of victims in homicide generally (Mouzos 2003). While this finding is striking, it is not surprising. A firearm is considered relatively lethal, and in order for the contract to be successfully completed (that is, the victim is killed and not just wounded), a firearm would be the most appropriate weapon for this task.

A handgun was the most common type of firearm used in contract murder in Australia, accounting for 63 per cent of victims. Eight victims were killed with a single or double barrel shotgun (16%).

A knife or other sharp instrument was the second most common weapon used to commit contract murder (12%), followed by explosives (4%) and blunt instruments (4%). Only three per cent of completed contract murders involved the administration of drugs. The category of drug overdoses routinely raises investigative caution when it is associated with a death. This is because a drug overdose could be considered as a disguise to an actual contract murder or murder, especially those involving victims who are drug users which in itself may raise far less suspicion as to the mechanism of death than a sudden drug overdose that involves a victim who is a non-drug user.

Figure 9: Type of Weapon Used in Completed Contract Killings (n=68)



Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

The typology of the attempted offences and completed contract killings combined indicated that the most common motive was the dissolution of the relationship. When the attempted offences were examined separately, the most common motive was also the dissolution of the relationship. However, the separate examination of the completed contract killings reveals that the most common motive (where the motive was known; n=52) was in relation to organised crime/criminal networks, accounting for 29 per cent of murders. Note that this motive did not feature at all in the examination of the attempted offences.

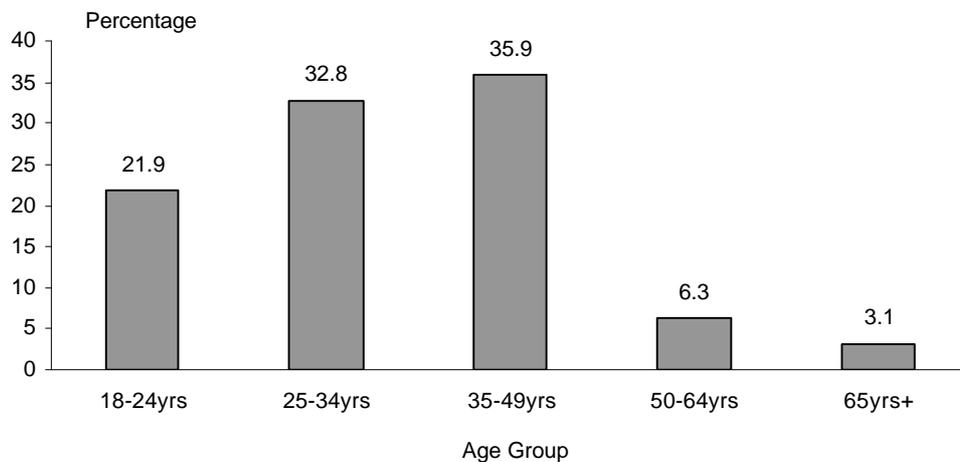
The second most common motive associated with contract murder was to enact revenge, accounting for 19 per cent of murders. Money or financially

related (17%) was the third most common motive, followed by drug-related (14%). There were five contract murders committed to eliminate witnesses from testifying against the instigator.

Offender Characteristics

There were 64 offenders apprehended and charged for the 32 solved contract killings committed in Australia between 1 July 1989 and 30 June 2002. Four out of five offenders of contract murder were males (81% or n=52). Eight of the 12 females involved were the instigators, with the remainder involved as accomplices. The age distribution of the offenders of the completed contract killings follows closely with that of the offenders of the attempted offences. Put another way, persons aged between 35 and 49 years accounted for the highest frequency of offenders of contract murder in Australia (36%), followed by persons aged 25 and 35 years (33%), and persons aged between 18 and 24 years (22%; Figure 10).

Figure 10: Age Distribution of Offenders of Completed Contract Killings (n=64)



Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

While the majority of the offenders of contract murder were of Caucasian appearance (91%), offenders of Asian decent accounted for nine per cent of offenders. There was not one Indigenous offender arrested and charged with contract murder in Australia during the period examined in this report. This finding provides further support for the proposition that contract murder is quite different to murder generally. While Indigenous persons represent just over two per cent of the Australian population, they are over-represented as both victims and offenders of homicide in general (14% of victims and 19%

of offenders of homicide are Indigenous; Mouzos 2003b), but do not feature in contract murder (or at least those contracts that are completed and the offenders apprehended).

Unlike the victims of contract murder who were employed at the time of their death, the offenders (instigators and the hit men) were unemployed at the time that they committed the incident (59%). A quarter of the offenders involved in contract murder were employed.

Moreover, the present study noted that the victims of the contract were more likely to be in some type of relationship (either married or de facto). In contrast, over half of the offenders of contract murder were single when the murder was committed (53%). Only 28 per cent of contract murder offenders were either married or in a de facto relationship. Based on these findings, it seems that the offenders of contract murder are similar to offenders of homicide generally (with the exception of racial appearance).

An examination of the solved contract killings indicates that 32 per cent of contract murders involved an intimate relationship between the victim and instigator (offender 1). The remaining victim-offender interactions involved persons who were either friends or acquaintances. There were 16 contract murders that involved victims and offenders who were not previously known to each another.

Comparison between Solved and Unsolved Completed Contract Killings

The last section in the examination of the characteristics of completed contract killings entails a comparison between solved and unsolved contract killings in Australia based on the characteristics of the incident and the target (that is, the victim). The main purpose of this comparative analysis is to determine quantitatively what differentiates the solved versus unsolved contract killings. In other words, are there any identifiable factors common to solved contract killings that can be used as solvability indicators?

To recapitulate, there were in total 69 completed contract killings (66 incidents) in Australia between 1 July 1989 and 30 June 2002. Of these, 34 incidents were unsolved. Put another way, the offender or offenders responsible for the contract murder of 35 victims had not been identified at the time of data collection.

A comparison of the temporal characteristics of the unsolved versus solved contract killings reveals little difference between the two. They are both more likely to occur during the late evening or early hours of the morning. Similarly, there were no discernible patterns in terms of day of the week.

Location of the contract murder did however indicate that there was some difference between solved and unsolved contract murders. A higher proportion of solved contract murders compared to unsolved contract murders occurred in the victim's, offender's or some other person's home (59% versus 40%). Moreover, a higher proportion of unsolved contract murders compared to solved contract murders occurred whilst the victim was sitting in a private motor vehicle or standing in the street or on the road (37% versus 15%).

In terms of victim or target characteristics, specifically the gender of victims, males featured predominantly as victims. This was consistent irrespective of whether or not the contract murder was solved. There were only three female victims of solved contract murders compared to only one female victim of an unsolved contract murder.

A slightly higher proportion of victims aged between 25 and 34 years were involved in unsolved contract murders compared to solved contract murders (31% versus 24%). In contrast, victims aged between 50 and 64 years were more likely to be represented in solved contract murders (24%) compared with unsolved contract murders (17%). There were no differences based on the racial appearance of the victims.

While the majority of victims were employed at the time of their death, a slightly higher proportion of victims of unsolved contract murders were employed compared to the victims of solved contract murders (60% versus 53%). There were no identified differences based on the marital status of the victims.

Not surprising, the motive of the instigator revealed some differences between those contracts that were solved and those that were unsolved. Contract murders that were unsolved were more likely to be associated with motives in relation to criminal networks/organised crime, drug related and where the motive was "unknown" than were solved contract murders. More than a third of unsolved contract murders were committed as a result of conflict within criminal networks/organised crime (35%), compared with only six per cent of solved contract murders. A further 15 per cent of unsolved contract murders were possibly drug-related compared with six

per cent of solved contract murders. Lastly, in 32 per cent of unsolved contract murders the motive for the incident was “unknown”, compared with 13 per cent of solved murders.

These findings are in accord with previous research (see Table 2), where “contract murderers – particularly the semi-professional and the professional – frequently elude law enforcement” (Schlesinger 2001, p. 1122). Based on a number of observations across a sample of completed (and attempted) contract killings the present study found that even though the contract was successful not all the hit men could be classed as semi-professional or professional. The term “professional” could be applied to the outcome or equally to the process of the killing. Where the outcome was successful but the process flawed, a hit man could hardly be acclaimed in the category of professional. The study found that although many hit men were incompetent to varying degrees in the process of planning and executing the contract they still managed to achieve the outcome. Most of the time however, this came at a price - apprehension. Examples include hit men forgetting their weapon and having to improvise, selecting faulty firearms, selecting the wrong address and victim and even selecting the wrong scenario which resulted in the hit man drowning after struggling with a victim who lived through the ordeal.

Another differentiating characteristic between solved and unsolved contract murders was the type of weapon used to kill the victim. Although a firearm was the predominant weapon used irrespective of clearance status, a significantly higher proportion of victims of contract murders that were unsolved were killed with a firearm compared with victims of solved contract murders (91% versus 56%).

Summary of Findings: Completed Offences

Based on the analysis of the characteristics of the completed contract murders in Australia, the following salient features were identified:

- Sixty-nine victims were killed by a contract killer in 66 incidents;
- Half of the completed contract killings were not solved at the time of data collection;
- Gender is a factor that differentiates the attempted offences from the contract murders with female victims accounting for 33% in attempted offences compared with 5% in completed contracts murders;

- Nearly 80 per cent of victims were killed with a firearm in contract killings compared to 14 per cent of victims in homicide generally (a handgun was the predominate type of firearm used in most of the completed contract killings);
- The majority of the victims of contract murder were employed at the time that the contract was carried out (57%) (which is in contrast with the general view of employment status and homicide); and
- The most common motive (where the motive was known; n=52) in completed contract killings was in relation to organised crime/criminal networks, interestingly this motive did not feature at all in the examination of the attempted offences.

Predicting the Outcome in Contract Killings

The analysis thus far has indicated that some characteristics and motive categories are common in both the attempted and completed contract killings, while other characteristics and motive categories tend to feature predominantly in one and not the other. This suggests that it may be possible to use these factors to predict the outcome in contract killings. In other words, what predictors (or risk factors) increase the likelihood that the contract killing will be prevented due to police intervention as opposed to resulting in the death of the victim?

A logistic regression analysis was performed on the 163 attempted and completed contract killings, and we sought to predict what factors increase the likelihood that the contract killing will be prevented due to police intervention. Factors included in the model were the gender and age of the victim, as well as the various motive categories. The earlier analysis of the typologies suggested that there was a likely overlap between the drugs and organised crime/criminal network categories. It was decided to collapse these two categories into one for inclusion in the model. The motive category of "Dissolution of Relationship" and "Other Domestic Motive" was also collapsed into one category for inclusion in the model. In addition, the motive category of "Other" was not included in the model as there were only four cases. Given that all the attempted contract killings and half of the completed contract killings were solved, such a factor (solved/unsolved) was not included in the model.

From the seven factors included in the model, four were statistically significant predictors of an attempted contract killing (Table 5). Gender was one of the significant factors, with the odds ratios showing that males were less likely to be victims in attempted contract killings. On the other hand, where the motive was domestic related, the likelihood that the contract killing did not result in the death of the victim was increased by a factor of 10. Similarly, if the motive was money or financially related, the likelihood that the outcome of the contract killing was attempted rather than completed was increased by a factor of almost four.

In accord with expectations, the odds ratios also show that where the motive was in relation to drugs or organised crime/criminal networks, the contract killing was significantly less likely to be prevented through police intervention.

Table 5: Logistic regression predicting attempted contract killings

Variable	Coefficient	Standard Error	Odds Ratio
Gender of victim (male)	-1.43	0.64	0.24**
Victim age in years	0.01	0.02	1.00
Domestic motive	2.32	0.69	10.14**
Drug/organised crime motive	-1.23	0.76	0.29*
Money/financial motive	1.31	0.60	3.70**
Silencing of witness motive	0.96	0.63	2.62
Revenge motive	-0.04	0.69	0.96
Model χ^2 (7 df)	52.95		
Nagelkerke R-square	0.40		
(N)	(163)		

* statistically significant at $p < 0.10$

** statistically significant at $p < 0.05$

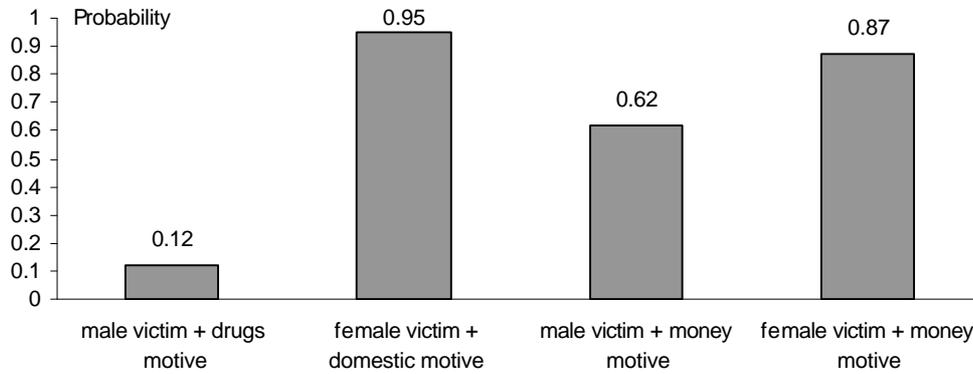
Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

The logistic regression model in Table 5 can be used to calculate the probability of a contract killing being prevented through police intervention based on victim characteristics and the motive of the instigator. This is done by summing the appropriate logistic coefficients in the model and raising the natural logarithm base to this power (Hosmer & Lemeshow 1989; SPSS 1990). For example, when the contract killing involves a female victim and the motive is domestic related, the estimated probability that it will be prevented through police intervention is 95 per cent (Figure 11; see also box below in relation to calculating the estimated probability). It seems that these characteristics increase the likelihood of police intervention in preventing the completion of the contract and the victim's death.

Calculating the estimated probability that the contract killing will be prevented if it involved a female victim and domestic motive:

$$\text{Estimated probability} = 1 / (1 + e^{(0.623+0+2.317)}) = 0.95$$

Figure 11: Probability of the Outcome of a Contract Killing being an Attempt rather than Completed



Source: Australian Institute of Criminology, Attempted and Completed Contract Killings 1989 – 2002 [computer file].

In contrast, when the victim is male and the motive is drugs or organised crime related the estimated probability that the contract killing will be prevented due to police intervention is only 12 per cent (Figure 11). The likelihood of police intervention and the prevention of the completed contract killing is thus reduced when it involves these particular characteristics (male victim and drugs/organised crime related).

Implications of the Findings

Homicide in general is described as a multi-faceted phenomenon requiring a combination of approaches for intervention and prevention (Mouzos 2000a). In assessing prevention strategies in contract killing scenarios one must bear in mind that whilst threats to kill may be a predictor of violence, it does not alone lead to homicide in the great majority of cases. According to Sherman, Schmidt, Rogarn and DeRiso's (1991) study of 15 000 domestic assault reports over a three-year period in Milwaukee, none of 110 prior episodes of gun pointing and death threats were followed by homicide. Equally, it should be remembered that a fair proportion of domestic homicides have no reported history of domestic abuse with police agencies.

The present study has revealed that there were differences in attempted and completed contract killings. Differences emerged not only within the various categories identified in the typology of contract murder, but also between the attempted and completed contract killings, as well as between the solved and unsolved completed contract murders. Many of the principal findings of the current research may provide or identify preventative strategies that could be applied not only to future police operations but also in early intervention mechanisms.

Most homicide research focuses predominantly on the characteristics of the main players in the homicide drama – the victim and offender – and the immediate lead up to the victim's death. Rarely does homicide research venture into the study of those victims who are not killed (with the exception of research into robbery and robbery-homicide; Mouzos 2003c), especially as a result of police intervention. Much can be learnt about the characteristics of offences that come to police attention and those that evade detection. Similarly, it is also important to highlight that had it not been for the many contracts that had not been completed due to police intervention, Australia's homicide rate would be much higher than what it currently is (about 1.9 per 100 000 population; Mouzos 2003b).

This section discusses the main implications of the salient findings to arise from this research into attempted and completed contract killings in Australia. The implications of the findings fall generally into two areas: policing and policy.

Implications for Policing

Police Operations – as a Homicide Intervention Strategy

In an examination of unsolved homicide investigations, Gaylor (2003, p. 6) found that “there are few homicides that given the right initial response, the right timing and the right dedication of resources cannot be solved”. It makes logical sense therefore that practices and policies of law enforcement agencies can have a substantial impact on the clearance of homicide cases.

Police intervention in the furtherance of contract killing investigations where the victim has not been killed are by their nature “proactive” investigations. The concept of proactive investigations is by no means a new one, having for years been the guiding principle of the “Intelligence Led Policing” models generally adopted by British and Australian police (see Ratcliffe 2003). The object of such operations in the current context is to identify the “instigator” or “contractor” of the investigation and facilitate their apprehension through a lawful police operation. The police operation’s objective being, of course to observe them and gather information and evidence about their intentions to solicit, procure or commit murder, or in the present case the initiation or furtherance of the “contract” to murder.

Proactive investigations are by their nature resource intensive and require substantial preparation and execution. In circumstances where a death has not occurred the decision to continue or abort an operation becomes a careful balance between managerial discretion and operational imperatives. This is because the work of homicide detectives has traditionally followed a more “reactive” style and whilst investigators are encouraged to set up proactive investigations, the sheer volume of routine reactive cases, together with the continual pressure to maintain an adequate clear up rate of reported offences can often become a determinant whether or not full commitment is given to a proactive investigation.

A successful proactive police operation has to a large degree a bias for covert type activity. Covert activity during a police operation is in effect one of the policing strategies that underpins the intelligence process outlined by Ratcliffe (2003). The use of informants and covert technical activity provide the structure and processes necessary to flush out a contract and bring to a successful prosecution all the parties involved. These methods provide the vehicle for not only interpreting the criminal environment but will generally

guide the investigation through to its conclusion in a tactical sense. The mere presence of these policing methods is not sufficient for an organisation to succeed, instead their skilful application and indeed perseverance are fundamental to success.

Informants

One of the principal methods that law enforcement agencies employ to successfully investigate homicides, in particular “contract” killing type homicides is the use of criminal informants. The business of contract killing, by its very nature requires the identity of a police informer to be jealously guarded. In this area, the rule of law has become well established from a long line of cases. Legal safeguards provide reassurance that the identity of police informers may not be disclosed in most legal proceedings. This forms part of the general immunity from disclosure granted in respect of communications made in the public interest⁷.

In the case of police informers, rules have developed, over many years, to protect the confidential basis upon which police deal with such informers. In part, this is for the protection of the particular witness involved, as well as to ensure a continuing flow of helpful information from such a witness. Most importantly however, it is to reassure those many other persons who, formally and informally, provide useful information to the police in the future.

By its nature the use of informants is a subject which must remain largely hidden from public view. That does not diminish the public’s right to expect that the agencies will deal ethically with criminal informants, that systems of internal accountability exist and that there will be adequate checks to ensure that the risks and costs of using criminal informants are proportionate to the expected benefits.

It is well recognised that the development of criminal informant sources is an important skill within policing and the use of criminal informants is both a legitimate and necessary tool in solving crime. The establishment of a professional and integrated best practice system for managing relationships between informants and their police handlers is an integral first step in fostering public confidence and organisational integrity.

It is only by displaying clear ethical standards that public confidence in the use of criminal informants can be maintained in investigating serious criminal offences. Professional and ethical management of these type of informants will enhance the presentation of any evidence obtained through these sources.

Protecting Witnesses

The present research has demonstrated that certain types of criminals have a particular lack of scruple and the will to use their considerable resource capability and connections to hinder their detection, in particular to intimidate witnesses and even, where necessary, to silence them. The notion that a witness to a crime can be eliminated through a planned execution is something that is not ordinarily imagined as probable in Australia and its mere thought strikes at the heart of democracy and the due process of law.

The incidence of contract killing in Australia within the category of “Silencing of a Witness”, although statistically rare is still an area of concern not only for the police specifically but the criminal justice system in general. While Parliament has enacted legislation aimed at protecting the rights and sanctity of prosecution witnesses in each State and Territory, the present study has revealed that some persons are resorting to extreme measures in order to escape conviction, regardless of whether they are already incarcerated or not.

The extent that a witness is afforded protection is undoubtedly embroiled in conflict between the rights of the accused to a fair trial and the rights of witnesses. It is incumbent on the police to make a proper assessment of a victim’s situation taking into account all the factors surrounding the investigation and the individuals involved, however, complete anonymity of a witness in a criminal trial is rare. The general principle that the accused should have the right to know the identity of crown witnesses is however, subject to some modification in certain categories of witnesses, particularly where their identity may attract anonymity or where other protective legal measures are imposed. However, this is a rare event resorted to in only exceptional circumstances. Australian law enforcement agencies, as part of the criminal justice process, routinely afford protection pre- and post-trial to witnesses, however where such protection is forthcoming, its nature and extent is at the discretion of the respective agencies and is bound by the prevailing legislative provisions.

Protecting witnesses is not a scientific or foolproof exercise. Acknowledging or even identifying the vulnerability of particular witnesses and their need for protection in particular kinds of crime is not easy. Even if a vulnerable witness is identified the measures that are exercised in protecting the witness from harm will vary according to the circumstances. In practice individuals who have witnessed serious crimes and have received specific threats are likely to require organised and formal protection from the police,

whereas those witnesses at the lower end of the scale who are suffering harassment that is not life-threatening may be adequately protected in less demanding ways.

The category of contract killing involving witnesses has demonstrated that when contracts are sought to silence witnesses it is more likely than not that the plan will be detected and the instigator(s) prosecuted. Reasons for this may relate to the fact that in preparing for the trial a relationship has already been established between the target and his/her associates and the police and therefore they are more likely to report any rumour or threat associated with witnesses with some degree of confidence and faith.

Despite this, the present research has in a subtle way given warning to investigators and managers that they should provide ever increasing vigilance in determining whether a particular witness or circumstances require a witness protection regime. A number of strategies that offer witness protection in a broad sense include allowing witnesses preparing to give evidence at trial not to be immediately identified with only selected details given or revealing the witness's identity at the latest possible stage of the proceedings.

The present study has also provided an insight into the tenacity and capability of human nature that is determined to enact revenge. In practical terms the unexplained murder of a victim may seem completely out of nature or puzzling, until a link or theory emerges that places the victim in the category of a either past, present or future prosecution witness.

Covert and Technical Policing

The Crime Classification Manual (Douglas et al. 1992) developed in the United States provides a number of investigative considerations in relation to contract murder. These are outlined below:

Most contract killings will have some evidence of premeditation. The killer may stalk the victim. An individual with pre-existing, intact criminal connections will be able to contract a murder more easily and with less of a conspiratorial trail than an individual without established criminal connections. While the latter individual's conspiratorial trail may be more easily detected, the nature of the crime ensures the existence of a conspiracy for all offenders. Scrutiny of a suspect's pre-offence contacts, discussions, and communications may provide evidence of a conspiracy (p. 24).

The behaviour of instigators and the nature of the preparatory steps in relation to contract killings in Australia are in many ways similar to those experienced in the United States and indeed many other countries. The preparatory nature of contract killings means that few solicitations, procurements or incitements are able to be prosecuted at the stage of agreement, because these type of meetings or agreements usually take place in private and it is rare for sufficient evidence to become available until some acts in furtherance of the agreement have been done and observed. Covert police operations offer an opportunity for controlled intervention aimed at criminalising those who try and fail. The use of police operatives acting in the guise of the “*hit man*” is not only a proven and successful strategy in preventing homicides but it also provides valuable intelligence and insight into the workings of hardened or sometimes desperate criminals. When an individual embarks on a criminal enterprise to have someone murdered the use of covert police operations provides many advantages. It not only provides the identity of the intended victim and motive but also potentially details of the preparatory steps and other criminal identities engaged by the principal who participate in the planning process both pre and post the intended kill.

Similarly the use of police surveillance provides valuable admissible evidence of the planning process engaged by the perpetrators. While each of these methods are obviously disclosed in the trial process, the police methodology in engaging these tactics is protected in varying degrees by long established principles of criminal law relating to public interest immunity.

As already outlined, it is not within the scope of this report nor is it the interests of law enforcement in general to delve too intensely into the area of covert policing tactics and techniques, nevertheless the data indicates that the general application of these techniques offers significant preventative strategies in terms of saving lives.

Police Integrity – Public Confidence and Information from the Public

Whilst the scope of activities undertaken by Australian police services varies across jurisdictions each police service provides a law enforcement service aimed at reducing the incidence and effect of criminal activity. Expenditure on crime investigation throughout all Australian Police Services in 2001-02 was the second largest component of all police expenditure, accounting for 22.9 per cent of expenditure nationally (The Steering Committee for the Review of Commonwealth/State Service Provisions 2003).

Solving crime however, is a two way street. The police need the community equally as the community needs the police. The public's willingness to report criminality to police is largely dependent on their perception and trust of their police service. Police respond to general needs in the community – for example, assisting emergency services, mediating family and neighbourhood disputes, and advising on general policing and crime issues (Criminal Justice Commission 1996). The Steering Committee for the Review of Commonwealth/State Service Provisions (SCRCSSP) Report on Government Services (2003) found that nearly 60 per cent of people in Australia aged 18 years and over had some form of contact with police in 2001-02. It is through these interactions that a community's perception and trust is formed. Opportunities for galvanising public trust and confidence in policing can occur during a multitude of criminal and non-criminal interactions.

The progression of attempted offences relating to contract killing is very much reliant on the good spirited citizen or the criminal informant coming forward and revealing the plot. For this reason public confidence in the police service's integrity is vital as is its ability to manage and solve serious criminal conduct. This is particularly so when the present study found that contrary to the typical homicide offender, those who engage in contract killing in the role of instigator are more likely than not to be employed with little or no notable previous criminal conduct. This implies that the instigator is likely to turn to an equal in terms of their socio-economic status or a low-mid level criminal for assistance or both.

In an era when law enforcement agencies are becoming increasingly reliant on hi tech equipment to acquire their intelligence and regularly boast the most advanced electronic and technical equipment available for intercepting communications, the most basic and fundamental tool in achieving a successful outcome remains the ability to acquire intelligence from the population at large. The extent to which witnesses become informants and make the police become aware of these offences is reliant on the issues previously mentioned and the capacity for police services to maintain their ability to interact with criminal informants and the public face to face.

Prosecution of Instigators

A recurrent theme identified in the examination of the cases in both the completed and attempted categories is that the instigator of the contract is not always prosecuted or pursued with the same vigour as the actual "*contract killer*". Rarely does the killer divulge the identity of the instigator for reasons

which are obvious. Acknowledging the existence and relationship with the instigator may be counter productive to a killer's defence that he/she is innocent. Although there can not be a single reason as to why the instigator is not always prosecuted it seems that the absence of sufficient admissible evidence against the instigator is a major contributing factor associated with the cases analysed. Often, even when the actual killer or killers confess and try to implicate the instigator, their evidence, in the absence of any independent corroborative evidence, may not be accepted as credible. When this occurs the instigator escapes prosecution and conviction and in the case of a completed contract killing, gets away with murder. In the case of an attempted contract killing the instigator remains, much the wiser, and may continue to pursue their desire of having the victim killed. The persistence of instigators to kill the intended victim was a recurring and at times chilling theme in many of the cases (in a number of cases, the instigator approached more than one person to carry out the contract).

Successful investigations and prosecution of instigators rests with the capacity and will of the respective law enforcement agencies. Analysis of the data indicated that in only about 50 per cent of the attempted offences was a covert police operation launched which involved the deployment of human or technical resources. Even if a prosecution does not result from a covert operation the outcome will almost certainly result in residual benefits for the organisation such as improved intelligence, enhanced knowledge of criminals and their criminality and most importantly lessons for future covert operations. The nature of covert police operations is such that they are to a large degree manipulated, led and directed by the unpredictability of human nature and behaviour and therefore whilst no two operations will ever be the same, much can be learnt from previous experience.

The legislation that punishes the role of the instigator is neither complicated nor onerous. Evidence of a solicitation, procurement or incitement, communicated through any medium is sufficient for a conviction. In handing down sentences for completed contract killings the judiciary has emphasised and clearly communicated their abhorrence toward such a crime. Similarly, when a solicitation, procurement or incitement has been proven the courts have handed down condign sentences to those involved.

In the present study the cases which were not progressed by means of a covert operation were largely dealt with through compiling witness statements and putting the allegation of the contract to the instigator. This

approach inevitably results in a situation of one word against another with little or no prospect of a successful prosecution.

The successful investigation and prosecution of instigators through covert operations is dependant on the systems, processes and structures in place that can identify and assess those cases likely to yield value from an investigative and prosecutorial sense. In making such assessments the issue of risk management is a prime consideration, however, law enforcement organisations should be encouraged to focus on the benefits of pursuing the investigation as opposed to focussing only on the negatives, should an operation fail.

Implications for Policy

In addition to the various policing mechanisms aimed at addressing the intervention and prevention of attempted and completed contract killings discussed above, there are also a number of implications for policy. The criminal justice system and especially the judges who preside over many of the trials of offenders of both attempted offences and murder play a significant role in generating policy through precedent in the admissibility of evidence (Blackshaw 1996, p. 71). Specifically their role relates to establishing rules for dealing with undercover operations, and exercising discretion in allowing only legally obtained evidence through covert operations to be admissible in a court of law. It is the role of the judiciary to act as the impartial administrator of the law.

A consistent finding of the present research was the use of firearms in completed contract killings and the selection of firearms as the preferred weapon in attempted contract killings. This finding has implications for policy, however as the firearms were not likely to be legally owned (that is the offender licensed and the firearm registered; see Mouzos 2000b, 2002a, 2003b) it suggests that policy should focus more so on the illegal movement of firearms in the community. While restrictions on who can legally own a firearm and on the type of firearms that can be owned may serve to limit the number of available legal firearms in the community, alternative approaches are required to address the number of unregistered (illegal) firearms that are currently available⁸. Measures are currently in place aimed at combating the interstate trafficking of firearms, specifically legislation prohibiting the illegal transfer of firearms across borders, and greater penalties for those in

contravention of the laws. Similarly, vigilance of firearms owners in storing their firearms correctly, as well as enforcement and monitoring of storage requirements would also serve to decrease opportunistic thefts of firearms that are not securely stored.

Overall, if the number of illegal firearms were decreased it may make it “more difficult and less attractive” for those who are seeking to obtain a firearm for the purposes of completing a contract. “More difficult” because the available stock would be diminished, and “less attractive” because the black-market price would therefore be inflated. However, it could be argued that if a hit man or instigator wanted to obtain a firearm, price may not be a deterrent, availability on the other hand may be.

Concluding Comments

The present study has explored an under-researched area – attempted and completed contract killings in Australia – and in doing so it has increased our knowledge and understanding. In recent years the nexus between criminological research and law enforcement practice has been strengthened through the increased cooperation of police and researchers working towards common goals, with each informing the other. This research is a testament to the viability of joint partnerships, and demonstrates that a deeper understanding of a phenomenon can be obtained when two different yet similar perspectives are combined to explore and examine a facet of homicide, and most importantly how its intervention ultimately leads to its prevention.

⁷ The rule and its rationale are adequately described by Lord Diplock in *D v National Society for the Prevention of Cruelty to Children* [1978] AC 171 at 218.

⁸ An average of about 4,195 firearms were stolen in Australia between 1994/95 and 1999/00 (Mouzos 2002b).

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