

*Letter No 7***COPY**

BYG

11/3/2014

VALENTINE R. SMITH LLB BCom FCPA  
NOTARY PUBLICCAMERON R. LESLIE LLB  
JOHN R. UPCHER LLB  
ROBERT C. MACKAY LLB  
ANDREW J. ABBOTT BEd LLB  
JOAN D. ROBERTS BA LLM  
STEPHEN J.D. KNIGHT LLB  
MICHAEL E. O'FARRELL LLB  
JOHN M. BENNETT LLB  
TIMOTHY G. BUGG BA,LLB

## Associates

ANNE K. DIREEN LLB  
JULIE A. HECKSCHER BA,LLB  
MARY M. WASHINGTON BA,LLB ASA  
MELISSA H. BESWICK BA,LLB  
ROBERT O. WINTER BA,LLB  
ALISON M. QUINN BA,LLB**DOBSON, MITCHELL & ALLPORT**

BARRISTERS, SOLICITORS &amp; NOTARIES

ESTABLISHED 1834

59 HARRINGTON STREET  
HOBART  
TASMANIA

## POSTAL ADDRESS:

G.P.O. BOX 20A  
HOBART, TASMANIA 7001

DX: 112 HOBART

TELEPHONE: (002) 35 6333

FACSIMILE: (002) 23 2570

DIRECT LINE: (002) 35 6306

**REDACTED**

OUR REFERENCE:

YOUR REFERENCE:

May 9, 1994

The Assistant Bishop  
Diocese of Tasmania  
125 Macquarie Street  
HOBART TAS 7000

Dear Sir

**PUBLIC LIABILITY - QBE**

Thank you for the statement provided to us on Friday the 6th May last. The writer has considered the statement and in our opinion it is more probable than not that the insurer would successfully deny liability for breach of clauses 2 and 3 of the policy conditions. This conclusion accords with the preliminary view set forth in our letter of 5th May last (page 7).

It is apparent that the boys involved made clear their allegations during the course of the interviews and, while the response was measured and appropriate in all respects from the pastoral point of view, the secular consequences were substantial and in our opinion would not be overlooked by the insurer. The difficulty is that, technically speaking, admissions have been made, and those admissions would form at least an important part of the evidence that would be given by the plaintiffs in any trial by which they were seeking to recover damages.

Paradoxically the lack of availability of a remedy against the insurer makes it easier to deal with the clergyman. Plainly the clergyman cannot complain about the conduct of the Bishop, because the conduct was measured and appropriate in the circumstances. The fact that it has had an incidental effect in relation to the policy of insurance is a consequence, but public policy would prevent the clergyman from complaining about it.

- 2 -

Obviously if the Church decides to stand behind the clergyman and not to seek to recover from him any amount in respect of the damages that will be required to be paid in due course, then the future conduct of the matter is wholly a matter for the Church. It is our understanding, however, that the Church will be looking to recover from the clergyman. If that be the case then it will be necessary to involve the clergyman in the future course of the matter, and for the clergyman to be separately represented. The clergyman should be informed of this forthwith and his solicitors should be invited to contact the writer in order to determine the attitude of the clergyman to making at least a very substantial contribution to the payment of any damages that are required to be paid.

We note that the writer has arranged to confer with Mr D N Thorp about the matter later today, and we will be in touch with you again after that conference has occurred.

Yours faithfully,  
DOBSON MITCHELL & ALLPORT

Per: 

A J ABBOTT