

John Andrew Ellis

REDACTED



15 July 2004

The Very Rev Mgr Brian Rayner
Vicar General, Chancellor and
Moderator of the Curia
Catholic Archdiocese of Sydney
Polding Centre
133 Liverpool Street
Sydney NSW 2000

by e-mail chancery@ado.syd.catholic.org.au

Dear Monsignor Rayner

Re: Towards Healing Complaint, Mr John Ellis and Rev Aidan Duggan OSB

I refer to my letter dated 14 July 2004. Raymond Brazil has conveyed to me your response and concerns. While I have discussed my position with Mr Brazil, I thought it best to also convey it directly to you.

In response to your concern that I may be considering a damages claim following completion of the Towards Healing process, I again confirm categorically that I have to this point not intended to consider any potential claim for damages against the Church or to take legal advice in relation to such a claim or any other potential remedies until the completion of the Towards Healing process.

As previously advised to you, I have engaged in this process in good faith with the intent of seeking to heal my relationship with the Church, and have made a conscious decision to consider the totality of the Church's response at the facilitation meeting before considering whether there are any other available courses of action or redress, and, if so, whether I am inclined to pursue any of them. Of course, I would only need to engage in such consideration in the event that there is a "gap" between what I had hoped for as a satisfactory resolution of my complaint and the actual response of the Archdiocese. I will not know this until the conclusion of next Tuesday's meeting.

For this reason, I have had some difficulty in responding to your request for execution of a release of any potential claims as part of the Towards Healing process. To be able to give this, I would need to take legal advice as to the rights I would be relinquishing. I would have preferred not to do this at this stage.

In fact, I have informed Mr Brazil today that my preferred course would be if the Archdiocese were prepared to enter into Tuesday's meeting putting aside any consideration of other means of redress. That was the sole reason for my suggestion that provisions be inserted in the proposed deed which clarify that no claim for damages has been made, but that *if* any claim for damages is subsequently made arising out of the circumstances alleged in my complaint, the amount of the

financial gesture is to be set off as part-payment towards satisfaction or settlement of any such claim. I had hoped that such a provision would give you the comfort you sought that there would be no detriment to the Archdiocese if a financial gesture is made in good faith. Those provisions were not intended to imply that I had at that time taken legal advice on or considered a damages claim. Quite the contrary.

However, I understand from further discussions with Mr Brazil today that your office has confirmed that the execution of a deed in the form sent to me on 9 July 2004 is a condition of any financial gesture. As advised to Mr Brazil, this means that I will have no option but to take legal advice on my potential alternative remedies prior to Tuesday's meeting, in accordance with the confirmation and acknowledgement in Clause 13 of the proposed form of deed. It is only in this way that I will be able to advise you whether or not I can execute the deed, given that this is now a condition of any financial gesture being made.

I am most disappointed to be forced into this situation.

On a separate issue, I confirm my advice to Mr Brazil that I may not have a support person at the facilitation meeting and my request that a transcript of the meeting be recorded. I trust that this request can be accommodated in keeping with the principles of transparency and open-ness underscoring the Towards Healing process.

Yours sincerely in faith



John Ellis

cc Michael Salmon
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cc Raymond Brazil
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