

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

From: John Andrew Ellis <REDACTED>
To: PSO <pso@cathprofstandards.com>
Date: Mon, 02 Aug 2004 16:11:15 +1000

Attention: Michael Salmon

Michael,

Could you please acknowledge receipt of my request for a review of the Towards Healing process dated 31 July 2004.

I regret that despite my attempt to carefully review the letter and pick up the errors in the first version, there is one further error you should note. In the last dot point under paragraph #28, the references to "20 June" and "19 June" should, of course, read "20 July" and "19 July" respectively. I have corrected this by hand in the copy sent today in the mail to the National Committee for Professional Standards.

To assist in the review process, I now provide the following additional elucidation:

In relation to paragraph #34 of my letter, the reasons given by Mr Brazil on 12 June 2004 for the amount of the financial gesture having been reduced from what I had indicated on 5 April 2004 would be appropriate (before the loss of my income-earning ability) were:

- The impact of the abuse was considered by the Church authority to have been reduced because the abuse continued after I reached the age of 18;
- There is an issue of proof as to the facts, because of Fr Duggan's mental state [*despite the assessor's report and conclusions*];
- There is no allegation of physical "violence" in relation to the abuse, and so my complaint is considered not to be at the more serious end of instances of abuse reported to the Church authority;
- The Church authority questions the causal link between the issues I am currently facing and the abuse [*it was not stated as to why this doubt existed, or what further information would be required to satisfy the Church authority of that link. In fact, the timing of the onset of the present issues was one of the significant factors in the assessor's conclusions that the alleged conduct occurred as alleged and that its impacts had adversely affected my mental, emotional and physical health*]

When given an opportunity during the facilitation meeting, and in response to my direct questions, Msg Rayner did not refer to any of these reasons. His Reverence stated very clearly that no individual circumstances had been considered and that no professional advice had been taken as to what was appropriate.

In relation to paragraph #31 of my letter, details of the occasions upon which I had been informed expressly and unequivocally that the proposed "gesture" was a tangible symbol of atonement, was unconditional, was not intended to be a substitute for legal damages and did not preclude alternative remedies include:

- 5 April 2004, when the matter was first raised by Mr Brazil.

- 20 May 2004, when Mr Brazil relayed to me the response of the Archdiocese. He said expressly that the Towards Healing process does not exclude other means of redress and its focus is on the "seriousness of the conduct", not on the effects or outcome of the abuse. This was by way of explanation of why he did not expect the offer of \$25,000 to be increased as a result of my having lost my income-earning capacity.
- 12 June 2004, when the revised offer was put to me.
- 16 June 2004, when the agenda for the facilitation meeting was discussed. Mr Brazil requested my advice as to whether the offer was "accepted". I informed him that I would accept whatever gesture was offered, as the amount of the gesture was a matter for the discretion of the Archdiocese and I understood that the gesture was not intended to be compensatory or to preclude other remedies for obtaining compensation. This was again confirmed by Mr Brazil as his understanding, and in that context, I informed him that I would only be able to decide whether other remedies would be pursued after I had seen the totality of the Church's response.
- 1 July 2004, when I was informed for the first time that a form of deed of release was requested as a condition of the gesture, and that the gesture would not be made on 20 July 2004 because the paperwork would take time to prepare. Mr Brazil offered that the deed was a formality and that it may not be legally binding or preclude a damages claim.
- 6 July 2004, when Mr Brazil again requested my advice as to whether the offer was "accepted". I repeated my earlier response to that issue. Having not at that time seen the proposed form of deed, I assumed on the basis of our very clear discussions that any deed would not seek to preclude any claim for damages I may otherwise have had.
- 12 July 2004, when I informed Mr Brazil that it appeared that the incorrect form of deed had been sent on 9 July 2004, because the pro-forma deed was premised on a damages claim and I understood him to have confirmed to me that the Towards Healing financial gesture was not intended to be compensatory, such that I could defer consideration of any other claim until after completion of the process.
- 13 July 2004, when Mr Brazil confirmed that the Chancery intended to make the gesture on 20 July 2004 (subject to the terms of the deed being agreed) and that as far as he was aware, the Chancery did not consider that I had made a damages claim.
- 15 July 2004 when Mr Brazil confirmed that my requested amendments to the deed were not acceptable to the Archdiocese and that Ms Rayner was concerned that the Towards Healing process was being used as a prelude to a damages claim. Given that it was now expressly stated that the making of any gesture was conditional upon a complete release, I then asked Mr Brazil what was meant by his earlier statements that the Towards Healing process does not preclude other means of redress. He stated again that in his experience, sometimes people sign these deeds and then later still bring a damages claim. I informed Mr Brazil that I was now arranging for legal advice (which was one of the terms of the deed). However, I again asked him to convey to the Church authority my request that the financial gesture be considered without any consideration of what other remedies may be available. We then discussed the agenda for the meeting, which he confirmed had been accepted by the Archdiocese. In light of the recent developments, I requested that the agenda be modified such that if no financial gesture was to be made, I be informed at the meeting as to the reasons for that.

I note that on 16 July, Mr Brazil again confirmed that the gesture was conditional upon a complete release, and that therefore no payment would be made on 20 July. If I was prepared at the end of the meeting to give a complete release, then the payment could be made within 3 days after the meeting. I repeated that this would depend upon the totality of the gesture, and the legal advice I was then in the process of obtaining. On 19 July, Mr Brazil requested me to disclose to him the substance of my legal advice. I declined to do so.

In relation to paragraph #42 of my letter, I had at least 4 detailed discussions with Mr Brazil concerning the details of the effects of the abuse, prior to discussing this issue at length during the facilitation meeting. These were at my initial meeting with Mr Brazil, telephone discussions in February and March 2004 and the meeting in my home on 5 April 2004.

Further relevant information regarding my experience of the Towards Healing process is set out in my letters to Ms Rayner dated 6, 14 and 15 July 2004, each of which was copied to you. One of the reasons I adopted the course of

writing directly to Msg Rayner was a concern that some of the information and responses I had requested to be relayed to the Church authority were not being accurately conveyed, or had not been clearly understood.

Once again, I look forward to your early advice as to the review process, and remain, as ever, prepared to provide whatever additional information you may consider to be necessary or relevant to that process.

Best regards

John Ellis

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