

L A W Y E R S

21 October 2002

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To: Mr Ken Horsley Minter Ellison	Facsimile: 3119 1481 Telephone:
To: Mr Phillip Wotton Wotton & Kearney, Solicitors	Facsimile: 02 9236 9500 Telephone:
From: David Abernethy Email: David_Abernethy@corrs.com.au Our ref: DJA/BRIS2923-7545873	Facsimile: (07) 3228 9444 Telephone: (07) 3228 9456

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Dear Ken/Phillip

BRISBANE GRAMMAR SCHOOL - CLAIM BY BQP

You will recall that some time ago Howard Stack and I attended a settlement conference with Mr BQP and his legal advisers following which we outlined a settlement proposal to you by fax on 19 August 2002. That proposal was, in summary, to make an offer to the plaintiff to settle his claim for \$33,000.00 plus costs.

Your responses were that your respective clients were not prepared to endorse such a settlement.

We therefore advised the plaintiff's solicitors that our client was not in a position to put forward any offer of settlement.

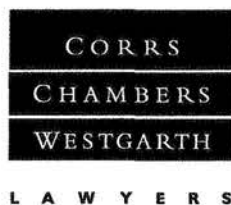
We have received a formal Offer to Settle for \$104,026.85 inclusive of claim and costs. This figure appears to reflect the Schedule of Damages and print out of expenses proffered by the plaintiff's lawyers at the conference, which was forwarded to you under cover of our facsimile of 19 August 2002.

The plaintiff's solicitors advise that in the absence of acceptance, they will press on with completion of a Statement of Loss and Damage and a response to our Request for Further and Better Particulars.

In our view the quantum claim is flawed in that:

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OUR LIABILITY IS LIMITED BY THE SOLICITORS SCHEME, APPROVED UNDER THE PROFESSIONAL STANDARDS ACT 1994 (NSW).
THIS LIMITATION OF LIABILITY APPLIES TO CLAIMS THE PROPER LAW OF WHICH IS THE LAW OF NEW SOUTH WALES.

B/595106/1



19 August 2002

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Minter Ellison and Wotton & Kearney

BRISBANE GRAMMAR SCHOOL - CLAIM BY

- (a) There is not yet any evidence that the plaintiff has suffered a diagnosable psychiatric disorder as a result of Lynch's actions. Whilst it may be that he could obtain such evidence, none is available at present. Neither the original email from the plaintiff to Dr Lennox nor his presentation in his interactions with us indicate any significant disturbance. The claim of \$50,000.00 for general damages therefore lacks any substantive support at present; and
- (b) Many of the expenses in the plaintiff's schedule are not claimable in his action. In particular:
 - (i) A number relate to assistance given to Shine Roche and therefore do not relate to his own action; and
 - (ii) Claims for the plaintiff's time in reading newspaper reports and discussing matters with his family are obviously not recoverable.

In the circumstances would you please confirm your agreement that the formal Offer should be rejected.

Yours faithfully

CORRS CHAMBERS WESTGARTH

David Abernethy

Partner

encl