

Our reference  
DJA/OFFICE-LT02  
Your reference  
RS:X1:2886546

Waterfront Place  
1 Eagle Street Brisbane QLD 4000  
GPO Box 9925 QLD 4001  
Tel (07) 3228 9333  
Fax (07) 3228 9444  
www.corrs.com.au

**CORRS  
CHAMBERS  
WESTGARTH**  
lawyers

Sydney  
Melbourne  
Brisbane  
Perth  
Gold Coast

7 April 2008

By fax: 3229 1999

Roger Singh  
Shine Lawyers

Partner  
David Abernethy (07) 3228 9456  
Email: david.abernethy@corrs.com.au

Dear Roger

**BGS - REDACTED**

As you are aware, we acted for Brisbane Grammar School in relation to the above claim which was settled back in early 2005. We refer to the letter from Brisbane Grammar School to Mr REDACT dated 18 February 2008 in relation to the provision of counselling and to your letter to the School of 13 March 2008.

The provision of counselling, funded by the School, and managed by Dr Joan Lawrence, Consultant Psychiatrist, was offered to former students who had been mistreated by Kevin Lynch. The offer to former students was originally made shortly after the school became aware of the Lynch matters some years ago.

Even though the claim has settled, the School made it clear that it would continue to fund counselling services, in appropriate cases, even where a settlement had been reached with a former student, as is the case of Mr REDACT.

In relation to points 2 and 3 which have been raised by you on behalf of Mr REDACT, the School has no objection to either of those matters being incorporated in the offer as set out in the School's letter of 18 February, with the proviso that in respect of point 2, that would also be a matter for Dr Lawrence to agree.

As to point 1, it is not the Brisbane Grammar School which has a right to veto counselling services, but rather that where Dr Lawrence is of the view that counselling is not appropriate or no longer required then she will inform the School accordingly and in such a case funding will not continue.

In all the circumstances, our client is of the view that such a condition of providing counselling services is entirely appropriate and reasonable and it will require that clause to remain in the offer.

7 April 2008  
Shine Lawyers  
BGS - REDACTED



---

We look forward to hearing from you further.

Yours faithfully  
**Corrs Chambers Westgarth**

A handwritten signature in cursive script, appearing to read 'David Abernethy'.

**David Abernethy**  
Partner