MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES
OF THE WA INSTITUTIONS RECONCILIATION TRUST
THURSDAY 22 MAY 1997 AT 8.10AM
6TH FLOOR 216 ST GEORGE'S TCE PERTH

PRESENT: Mr Barry MacKinnon (Chairman)
Mr Hayden Stephens (By Telephone)
Mr Peter McGowan
Ms Carol Bahemia
Ms Andrea Lace (Manager)

APOLOGIES: Mr Dalton Gooding

ITEM 1 MINUTES

1.1 The Minutes of the meetings of the Trustees held 6 March 1997 and 28 April 1997 were confirmed as true and correct records of those meetings with the exception of the following amendment to the Minutes of the meeting of 28 April 1997:

To Paragraph 9 of Item 2 on Page 3 of the Minutes the following words are to be added after “claimed” in line 2:

“as verified as being reasonable and within the terms of the Trust Deed.”

ITEM 2 MATTERS ARISING FROM THE MINUTES

The Manager reported:

Item 2.1 Withholding Tax

The Manager was unable to pick up an adjustment to interest from the cheque account statements and as a result would follow up with Challenge Bank to ensure that before 30 June 1997, interest had been adjusted.

Item 2.2 Investment of the Trust’s Funds

The Chairman agreed to follow up with Dalton Gooding the best methods of investment of the Trust’s Funds and to report at the next meeting of the Trustees.

Item 2.3

Carol Bahemia agreed to follow up, in her capacity as Director of the Legal Aid Commission, if it would be possible to waive the requirement that reimburse the grant of legal aid of $5,000.00 which is charged against his home.
Item 2.4  Employment at Christian Brothers' Institutions/Employment Agencies

It was agreed by the Trustees that claimants seeking assistance with employment be referred to a private employment agency and that the Trust bear any costs associated with registration with the agency and attempts to find the claimants employment.

The Chairman nominated P E Personnel, contact person Sue Robertson.

Item 2.5  Category 3 Claimants

Hayden Stephens advised that he would make further contact with Carroll & O'Dea as to the qualifications and identity of Category 3 claimants prior to the next meeting of the Trustees.

Item 2.5  Accounts/Audit

ACCOUNTS

It was noted by the Trustees that the Manager had met with Clarinda Ho, a Manager at Ernst & Young, and Steve Bailey from her division, on 15 May 1997 and that Steve Bailey would attend at the premises of the WA Institutions Reconciliation Trust on 23 May 1997 to make the necessary adjustments to the Trust's accounts to the end of February 1997. Thereafter, the Manager would make all data entries for March, April, May, and June 1997 and if unable to balance the accounts, Steve Bailey would provide back up support. In addition, after the June 1997 accounts had been completed by the Manager, Steve Bailey would make all necessary end of year adjustments.

AUDIT

The Trustees noted that the Manager met with Peter Messer, partner of Deloitte Touche Tohmatsu, and his Manager, on 9 May 1997 and that a letter of engagement was required by Deloitte Touche Tohmatsu specifying the extent of the audit required by the Trust.

The Chairman agreed to contact Dalton Gooding in relation to the extent of the audit required and to thereafter forward a letter of engagement to Deloitte Touche Tohmatsu.

It was also noted by the Trustees that enquiry was made by Mr Messer as to whether the Trust is tax exempt. Peter McGowan advised that he had obtained tax exemption for the Trust. The Manager advised that she did not have documentation in her possession to this effect. Mr McGowan believed that the documentation must be in the possession of Dalton Gooding and would request Dalton Gooding to forward it to the Manager.

It was also noted that the proposed auditors enquired as to the specific provisions of the Trust Deed with respect to the payment of salaries and other administration expenses. The Manager had drawn to the Trustees attention the provisions of clause 9, 10, 12, and Recital D(f)c of the Trust Deed. It was the decision of the Trustees that a copy of the Trust Deed be forwarded to the auditors, to interpret its provisions as they saw fit.

The Manager brought to the attention of the Trustees that Mr Messer had enquired as to whether rent had been paid and, if not, that he considered the issue of rent be finalised prior to the end of the current financial year. As a result, Carol Bahemia was asked to follow up with Mr McCusker QC the issue of confirmation, in writing, of the rent payable for the use of the Trust's premises, and that an account be rendered to enable rent due to 30 June 1997 to be paid prior to 30 June 1997.
Item 2.7 Sexual Abuse Claims/Payments

CLAIMS
The Manager brought to the attention of the Trustees, and it was noted by the Trustees, that Clause 25 (b) of the Trust Deed allows for "one-third of all any income earned by the Trust Fund" to be allocated to persons severely affected by sexual abuse.

PAYMENTS
Prior to the arrival of Peter McGowan at the Trustees meeting held 6 March 1997 (Peter McGowan’s attendance was required to constitute a quorum), Hayden Stephens had put forward that $25,000.00 sexual abuse payments be made to the following:

REDANCED

VZ

REDANCED

After the arrival of Peter McGowan, a decision was made by the Trustees that no further sexual abuse payments be made, other than in exceptional circumstances, until psychiatric/psychological reports had been received from all persons making a claim for a sexual abuse payment. As a result, Hayden Stephens requests that payments be made to the aforementioned men was not minuted. Despite the subsequent decision of the Trustees, Hayden Stephens was of the opinion that he had put to the meeting that a payment of $25,000.00 be made to the aforesaid men.

As a result of exceptional circumstances, not related to Hayden Stephens’ proposal, sexual abuse payments of $25,000.00 had, in the interim, been made to REDANCED and REDANCED. Hayden Stephens requested that payments now be made to REDANCED and REDANCED. An advice from Mr Rush QC with respect to these men was noted by the Trustees.

The Chairman reiterated the agreement of the Trustees at the meeting of 6 March 1997 that no further sexual abuse payments be made other than in exceptional circumstances. Hayden Stephens urged the Trustees to agree to a payment being made to VZ. Mr VZ’s wife had been diagnosed as suffering cancer, with only a few months to live. Due to these circumstances, Mr VZ had advised Hayden Stephens that he was suffering financial difficulties. Prior to the diagnosis of Mr VZ’s wife’s condition, Mr VZ had made no contact with Hayden Stephens who therefore accepted the veracity of Mr VZ’s plea for financial assistance.

Mr McGowan commented that it is necessary for Mr Rush QC to say that the men recommended for payments of $25,000.00 are the most severely affected cases and that there is a fundamental problem in this regard with the making of further payments i.e. how can Mr Rush QC do so unless he is aware of the affect of sexual abuse on all persons making a claim for a sexual abuse payment? Further, the Trustees must address and must been seen to address all claims, and there must be an identifiable distinction between the most severely affected who are to receive $25,000.00 and the next most severely affected who are to receive $10,000.00 and those who are to share in the remainder of the funds available under this category.

Mr MacKinnon pointed out to Hayden Stephens that if Mr VZ were in current financial need, that need could be considered under the category of emergency relief.
Hayden Stephens stated, with respect, that determining the recipients of the payments of $25,000.00 and $10,000.00 was a problem of Slater & Gordon and Mr Rush QC and not a problem for the Trustees. It was agreed between Slater & Gordon and Mr Rush QC that after say, 15 or 20 individuals, there could well be a blurred area as to the severity of the abuse suffered. Nevertheless, now or later, the recipients of payments will be the decision of Slater & Gordon and Mr Rush QC and the Trustees should not be concerned.

Peter McGowan responded that Mr Rush QC should at least say: "X' falls within the category of the most severely affected case."

Subsequent to this discussion, it was agreed by the Trustees that in the event Mr Rush QC should provide an advice that Mr VZ was one of the most severely affected cases, payment would be made to Mr VZ. However, in relation to Mr REDACTED and Mr REDACTED no payment is to be made at this time. Should either or both of Mr REDACTED and Mr REDACTED put pressure on Slater & Gordon, a request for emergency relief will be considered.

This discussion concluded with comment from Peter McGowan that as the process was that the first 30 be the most severely affected, and the next 25 be the next most severely affected, with the remainder to be determined by the Trustees, it would be helpful to the Trustees to be able to "ride on the back of" the prior decisions of Slater & Gordon and Mr Rush QC.

ITEM 3 ASSESSMENT OF REIMBURSEMENT OF REUNIFICATION TRAVEL CLAIMS

In response to enquiry from the Manager, it was resolved by the Trustees as follows:

1. A reason for the claimant's spouse accompanying the claimant on a reunification visit to his homeland was required before payment can be made for the accompanying spouse.
2. Even if only the most crude evidence is available that the trip for which reimbursement is claimed actually occurred, some evidence must be provided.

The Trustees noted a schedule of all claims to date for reunification travel expenses and recommendations with respect to each made by the Manager. Prior to examination of each individual claim, the Chairman commented that in all cases it was necessary to check with CBERS, before payments were made, that airfares or other contribution to travel expenses had not been made by CBERS. Peter McGowan commented that it was a requirement of the Trust Deed to avoid duplication of payment by CBERS/the Trust of reunification travel expenses.

Peter McGowan questioned the payment of the maximum as resolved by the Trustees at their meeting on 28 April 1997 to persons who had travelled in the 1970's and 1980's. The Chairman stated that it had been the resolution of the Trustees that the time of the trip was irrelevant because inflation would take care of the cost, as far as a reimbursement was concerned. Peter McGowan agreed with the Chairman but pointed out that some persons travelling in the same year had very different costs. Hayden Stephens commented that although the Trust was not a court, the court would allow for interest on any debt that had been incurred.

Following on from this discussion, questions were raised by the Trustees in relation to the reimbursement claims of the following:
1. REDACTED

It was noted by Peter McGowan that Mr [REDACTED] had claimed the cost of meals at $4,020.00 and accommodation at only $2,600.00. This seemed to him a ludicrous apportionment of costs. Nevertheless, the Manager's recommendation of reimbursement, pursuant to the maximum allowable under the resolution of the Trustees made 28 April 1997, was accepted.

2. REDACTED

It was pointed out by Peter McGowan that in 1960's the cost of petrol was 30c a gallon. The amount claimed by Mr [REDACTED] for trips taken by him in the 1960's inflated the cost by 1,500%. The Trustees considered it necessary that Mr [REDACTED] explain his calculation of his costs.

3. REDACTED

In addition to his initial reunification trip in 1992, Mr [REDACTED] requested reimbursement of the cost of a trip to England in 1994 to be with his sister who was dying of breast cancer. It was agreed by the Trustees that despite the unfortunate circumstances of this second trip, it was not a reunification trip and could not be the subject of reimbursement.

4. REDACTED

Mr [REDACTED] has requested a reimbursement based upon his travel to England on HMS Devonshire in 1948 at a cost of £450.00. It was agreed by the Trustees that this was a particularly difficult claim to assess but it was agreed to accept the Manager's recommendation that the cost be equated to $4,500.00, less $2,000.00.

5. REDACTED

The Trustees required assurance from CBERS that no more than Mr [REDACTED] airfare was paid by CBERS.

6. REDACTED

Mr [REDACTED] travelled to England in 1984 to be reunited with his family for the first time. In 1985 he again travelled to England due to his mother's illness. In 1985 his airfare was paid by CBERS. The Trustees agreed that as a matter of principle, if any airfare had been paid by CBERS, that the cost of an airfare be rejected from a reimbursement claim.

It was agreed by the Trustees that reimbursement to Mr [REDACTED] be reviewed at a later meeting of the Trustees.

7. REDACTED

Mr [REDACTED] travelled to England in 1977 with his wife and four children. Peter McGowan put forward the convincing argument that if the four children travelled at half fare, there were, in effect, four adult fares claimed. Therefore, the airfares constituted a far higher component than the amount recommended by the Manager by way of reimbursement which should therefore be reassessed.
8. REDACTED

$1,000.00 had previously been advanced to Mr REDACT who had sought emergency relief due to his impending marriage and a number of his family travelling from Yorkshire to Western Australia to be at his wedding. With respect to his overall claim, it was agreed that he be reimbursed $6,000.00 i.e. a further $5,000.00, $1,000.00 having already been paid to him.

9. REDACTED

The Trustees agreed that the Manager's recommendation was excessive. Mr REDACT had claimed for 5 trips between 1982 and 1994. Insurance is not paid by the Trust and therefore the reimbursement should be one airfare of $2,500.00 plus $120.00 being one-fifth of transport of $600.00.

10. REDACTED

The Manager recommended a reimbursement of $600.00. Mr REDACT had provided no details other than he travelled to England at a total cost of $2,600.00. The Trustees required, at the very least, advice of the year Mr REDACT travelled and the reason for his travel.

11. REDACTED

In addition to a reimbursement claim with respect to a reunification trip in 1992, Mr REDACT had requested a reimbursement of $2,000.00 being monies borrowed by him to go on holiday with his sister when she visited Australia. This subsequent claim of $2,000.00 was rejected by the Trustees.

12. REDACTED

ISERV was the predecessor of CBERS. ISERV paid Mr REDACT airfare to England in 1994. It having been resolved by the Trustees that any airfare paid by a Christian Brothers' organisation could not be reimbursed, the recommended reimbursement to Mr REDACT of $3,000.00 was to be reduced by the sum of $2,500.00 paid by ISERV in 1994.

13. VI

Confirmation as to why VI travelled to the Isle of Wight was required.

14. REDACTED

It was noted by Peter McGowan that the cost of travel to Canada in 1976 by REDACT far exceeded the costs of REDACT to travel to Canada during 1994. Clarification of the costs claimed by REDACT was required.

15. REDACTED

Mr McGowan enquired as to why Mr REDACT had travelled to Holland.

16. REDACTED

With respect to Mr REDACT claim for future travel, upon production of proof of all costs associated with his proposed travel, the Trustees will consider his future travel claim.
ITEM 4  PSYCHOLOGICAL/PSYCHIATRIC REPORT FEES and REFERRALS

It was agreed by the Trustees as follow:

1. The Manager have authority to pay report fees up to $1,000.00.
2. The following persons be added to the list of psychiatrists for referral: Zelko Mustac; Serge Kostoff; Dr Zebbo.
3. That claimants be advised the scheduled cut-off date for receipt by the Trust of a psychological/psychiatric report be 30 September 1997 and that claimants be advised that although their claim will be considered if a report is received after that date, delay in the receipt of the report would significantly prejudice their position.

It was noted by the Trustees that the Manager is currently awaiting advice from Carmen Hodges of Slater & Gordon as to the identity of psychologists/psychiatrists to whom to refer claimants in Queensland, New South Wales, Victoria and South Australia.

The Manager reported to the Trustees that 73 of 117 claimants for a sexual abuse payment are yet to provide a report and that when it is known to whom to make referrals, a letter would be sent to the men reminding them of the Trustees' requirements.

ITEM 5  REDACTED

It has previously been agreed by the Trustees to pay for repairs to Mr REDACTED motor vehicle. However, as the costs of repairs exceeded $4,000.00 (pursuant to an SGIO Autocheck), Mr REDACTED had put the proposal that rather than pay for repairs, the Trustees pay a similar sum towards the purchase of a more roadworthy vehicle and one in which he could transport his wheelchair.

The Trustees agreed to pay up to $4,000.00 for the purchase of a vehicle for Mr REDACTED.

ITEM 6  REDACTED

Mr REDACTED had requested the sum of $2,824.10 for repairs to his motor vehicle. The vehicle had been inspected by SGIO and the items requiring attention far exceeded those in the initial quote for repairs.

It was agreed the Trustees pay to Gull Eden Hill the sum of $2,824.10 to effect repairs to Mr REDACTED vehicle.

ITEM 7  REDACTED

Mr REDACTED had requested reimbursement of his travel expenses from Karratha/Perth/Karratha to enable him to undergo an assessment by Dr. Fellows-Smith to support his sexual abuse claim. The claim for fuel from Karratha to Perth was $136.72 and from Perth to Karratha was $107.55: a total of $244.27.

Mr REDACTED request for reimbursement was approved by the Trustees.

ITEM 8  REDACTED

Time did not permit discussion of Mr REDACTED claim which will be carried over to the next meeting of the Trustees.
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ITEM 9

Mr REDACTED had put forward a number of claims supported by his psychologist, Anatole Hudson. It was agreed by the Trustees to pay the following:

1. $700.00 for a Literacy/Numeracy course
2. $1,600.00 to Anatole Hudson for his professional fees to 3 July 1997
3. $160.00 to Anatole Hudson by way of a report fee
4. Outstanding medication costs of $250.00 owed by Mr REDACTED
5. Up to $2,000.00 to enable Mr REDACTED to visit Mr REDACTED mother in Tasmania. Mr REDACTED mother has leukaemia.

Request from Mr REDACTED for payment for full upper and lower dentures for himself and his wife were rejected on the basis that no medical advice had been received to the effect that these were crucial and could fall within the category of emergency relief. A claim for reimbursement of reunification travel expenses to visit Malta was also denied because CBERS had paid Mr REDACTED airfares. He was accompanied by his wife and son whose airfares were $1,600.00 each, accommodation costs were $400.00. The Trust will not pay costs for accompanying children. As a result the total claim was $2,000.00, the equivalent of the amount paid to Mr REDACTED by way of his initial entitlement.

With respect to loans from Ms Keryn Fisher and Mr and Mrs Graham, the Trustees agreed to consider payment of these upon receipt of Statutory Declarations from the lenders.

Peter McGowan pointed that out Mr Anatole Hudson's estimate of Mr REDACTED future therapy costs of $20,000.00 should more realistically be $5,000.00.

ITEM 10

Mr REDACTED has submitted a claim for $5,000.00 for reimbursement of past medical expenses. The claim was accepted by the Trustees less $2,000.00 being monies already reimbursed by way of an initial payment.

ITEM 11

Mr REDACTED had refused, due to his age (he is in his 70's) to undergo a psychological/psychiatric assessment. The Manager had drafted a letter to Mr REDACTED and required the approval of the Trustees as to the content thereof. Confirmation was given.

ITEM 12

Mr REDACTED had requested that the Trust pay for him to travel from Carnarvon/Perth/Carnarvon to attend a psychological/psychiatric assessment and to pay for overnight accommodation. Mr REDACTED request was approved by the Trustees.

ITEM 13

Mr REDACTED requested funding from the Trust to travel to Malta to meet his extended family. He has never visited Malta. Mr REDACTED mother died in childbirth when Mr REDACTED was aged 6. Mr REDACTED his father, and his 3 younger sisters emigrated to Australia in 1953. Mr REDACTED's sisters were placed at St. Joseph's Orphanage and Mr REDACTED at Castledare, then Clontarf. When aged 14, Mr REDACTED returned to live with his father.
It was the decision of the Trustees that Mr REDACT was in a different category from other claimants. He was not sent to Australia to take up residence at a Christian Brothers' institution leaving his family behind in his homeland. It was the decision of his father to emigrate to Australia and to place Mr REDACT and his sisters in institutions until such time as Mr REDACT was able to establish himself in Australia. In these circumstances, it was the decision of the Trustees that Mr REDACT should consider Australia to be his home and that any trip to Malta would not fall within the definition of a reunification trip.

Mr REDACT request for assistance to travel to Malta was therefore denied by the Trustees.

ITEM 14

Mr REDACT suffers from sleep apnoea. He had requested the Trustees pay for a nCPAP unit, the purpose of which is to force him to breathe during obstructive sleep.

It was the decision of the Trustees to pay whatever was necessary (after any allowances by Medicare) for Mr REDACT to acquire the necessary equipment.

ITEM 15

Mr REDACT lives in New South Wales, his sisters live in Western Australia. Mr REDACT only request is an airfare Sydney/Perth/Sydney. This was supported by letter from Mr REDACT to the effect that he had not seen his sisters since he was aged 6 and he is now 68 years of age.

The Trustees agreed to pay an airfare Sydney/Perth/Sydney for Mr REDACT to visit his sisters in Western Australia.

ITEM 16

Mr REDACT had requested a further $6,000.00 from the Trust to repair the engine to his bobcat. Subsequent to making this request he had taken steps to have the engine repaired under warranty and withdrew his request for further funds.

ITEM 17

Mr REDACT had requested the sum of $4,500.00 by way of reimbursement of past medical expenses. It was noted by Peter McGowan that part of the claim, namely $2,000.00, covered a period that Mr REDACT was in prison and also included a claim for time lost from work. As a result, Mr REDACT total claim was reduced to $3,500.00, less the required $2,000.00 under the Trust Deed.

The Trustees agreed that Mr REDACT be reimbursed the sum of $1,500.00.

ITEM 18

There was insufficient time to discuss Mr REDACT's claim, which will be carried over to the next Trustees meeting.
ITEM 19

Mr REDACTED, his wife and 3 adult children are planning to travel to Liverpool in 1997 for a reunion, for the first time, with Mr REDACTED mother.

It was agreed by the Trustees that pursuant to the maximum amounts payable for reimbursements, that a contribution to Mr REDACTED reunification costs be allowed at $9,737.80.

ITEM 20

SCHEDULE OF CLAIMS FOR EMERGENCY RELIEF TO 14/4/97

The schedule was noted by the Trustees.

AS PER ADDENDUM TO AGENDA

ITEM 21

It was agreed by the Trustees that the following be paid in relation to Mr REDACTED:

1. The sum of $900.00 (a bond of $500.00 and 4 weeks rent in advance) to Valerie June Cox, the proprietor of the property at REDACTED.
2. Emergency relief of $200.00 but subject to proof by Mr REDACTED that he has registered for receipt of benefits from the Department of Social Security.
3. The monies necessary for Western Power to connect power to the Ravensthorpe property.

A request by Mr REDACTED for telephone connection costs was denied.

ITEM 22

REDACTED is the son of REDACTED, a claimant to the Trust. Mr REDACTED is aged 32 years and has suffered anxiety attacks and depression since his early twenties. In a report from Mr REDACTED psychologist, Patrick Howard, he stated that he believes Mr REDACTED problems are a result of problems his father has due to his time at a Christian Brothers' institution.

Mr REDACTED's mother died when he was 14 years of age. He therefore had only his father's influence during his teenage years.

Mr REDACTED had asked the Trust to pay for treatment from the Natural Therapy Clinic in Victoria Park in endeavour to rid him of dependency on Valium and other Benzos.

The Trustees agreed to pay the Natural Therapy Clinic for treatment for Mr REDACTED.

ITEM 23

Mr REDACTED has claimed a sexual abuse payment but does not appear to have been sexually abused. He has been receiving psychiatric treatment since July 1991. The report received by his psychiatrist in support of his sexual abuse claim makes no mention of sexual abuse but centres on an incident in which Mr REDACTED believes Brother Moore tried to kill him. Despite the nature of the report, the Trustees agreed to pay Dr Oleh Kay his fee for the preparation of the report.
GENERAL BUSINESS

1. The Chairman reported to the Trustees on his meeting on 19 May 1997 with Brother Shanahan and Maria Harries, Chairperson of CBERS. Matters raised during this meeting were:

   (i) To ensure that there is no "double dipping" in relation to travel paid for by CBERS and travel to be reimbursed or paid for by the Trust.
   (ii) A number of the claimants had commented to CBERS that the Information Update was difficult to understand.
   (iii) A number of the claimants had commented that the accommodation of the Trust was not "user friendly".
   (iv) The Chairman gave Brother Shanahan and Ms Harries a rundown on the current "state of play" of the Trust and advised that a lot of the men had been very difficult in their dealings with the Manager and her assistant, but had not been difficult when speaking with the Chairman.

2. It was noted by the Trustees that in the event the Manager's contract with the Child Support Review Office is renewed after 1 July 1997, there is a possibility she will be required to attend a course in Melbourne during the week commencing 16 June 1997.

The meeting closed at 10.30am.