MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES
OF THE WA INSTITUTIONS RECONCILIATION TRUST
FRIDAY 8 AUGUST 1997 AT 12:00 NOON
6TH FLOOR 216 ST GEORGE'S TCE PERTH

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

ITEM 1 MINUTES
The Minutes of the meeting of the Trustees held 18 June 1997 were confirmed as a true and correct record of that meeting.

ITEM 2 MATTERS ARISING FROM THE MINUTES
Item 2.1 Investment of the Trust's Funds
It was resolved that the Chairman and the Manager make an appointment with the Manager, Challenge Bank, 218 St. George's Terrace, Perth to discuss the best forms of account in which to invest the Trust's funds.

Item 2.2
Carol Bahemia, by letter dated 26 June 1997, in her then capacity as Director of Legal Aid in Western Australia, wrote to Hayden Stephens in his capacity as a member of Slater & Gordon, advising that statutory periods for review having long past, it was not possible for the Legal Aid Commission to waive Mr VY's contribution of $5,000.00 to the cost of legal aid that had been provided in the past.

Item 2.3 Employment Agencies
The Board noted a report from the Manager as follows:

Sue Robertson of PE Personnel advised that the charter of PE Personnel is to assist only persons who qualify for a Disability Support Pension from the Department of Social Security. Ms Robertson referred the Manager to Drake Job Seek, a section of Drake Personnel which had a case management contract with the Commonwealth Government.

Drake Job Seek advised that its service is only available upon referral from the Commonwealth Employment Service. The purpose of Drake Job Seek is to assist the long term unemployed i.e. persons who have been unemployed for more than 12 months.

Drake Job Seek referred the Manager to Drake Personnel. Drake Personnel advised that it now has a "blue collar" section. Applicants for employment submit employment histories and if they are considered appropriate for job vacancies they are interviewed, referred to clients of Drake Personnel and if offered a position, the fee due to Drake Personnel is paid by the employer/client.
The Manager has exhausted all avenues to assist claimants in obtaining employment.

Item 2.4 Category 3 Claimants

Hayden Stephens advised that Slater & Gordon and Carroll & O'Dea have agreed that the following persons be recognised as beneficiaries of the Trust under Category 3:

REDACTED

REDACTED formerly listed under both categories 2 and 3 is to be recognised as a beneficiary under Category 2.

The Manager reported that REDACTED (also known as REDACTED was now liaising direct with the Christian Brothers. Carmen Hodges of Slater & Gordon had advised the Manager that and are liaising direct with Carroll & O’Dea.

Item 2.4 Audit

It was RESOLVED by the Trustees that: The audit function be limited to verification of the Balance Sheet and limited vouching of profit and loss expenses paid. Verification of payments being made within the Trust Deed was not required, only to ensure that the payments are valid.

Dalton Gooding agreed to write to the proposed auditors, Deloitte Touche Tohmatsu, to advise the extent of the required audit.

ITEM 3 FINANCIAL REPORTS

The following were noted by the Trustees:

- Balance Sheet - June 1997
- Profit and Loss Statement - June 1997
- Trial Balance - June 1997
- Schedule of Payments - 1996/97

ITEM 4


In 1994 Mr REDACTED was accompanied by his daughter. His airfare was paid by CBERS which also provided spending money of $400.00. The costs claimed for the 1987, 1973 and 1975 trips were $3,900.00 $2,500.00 and $2,040.00 respectively. The Trustees decided that Mr REDACTED was not entitled to a reimbursement of past reunification travel expenses. After deducting the cost of an airfare plus $400.00 provided by CBERS, the balance did not exceed $2,000.00 to relation to any of the 4 trips taken.
The Trustees approved a reimbursement to Mr REDACT of the sum of $500.00 for nightly accommodation expenses Mr REDACT was required to incur as part of his alcohol rehabilitation program with the Harry Hunter Rehabilitation Centre.

The Trustees approved a reimbursement of $1,500.00 for past reunification travel expenses calculated as one airfare of $1,500.00, accommodation etc. for 4 weeks at $2,000.00, less the usual deduction of $2,000.00.

Mr REDACT past reunification travel reimbursement claim was for the sum of $1,700.00. As the claim did not exceed $2,000.00 he was not entitled to a reimbursement.

In addition, Mr REDACT claimed a reimbursement of $360.00 for past schooling, $100.00 for marriage counselling, and travelling to and from counselling sessions. A net reimbursement of $500.00, with respect to all claims, was approved by the Trustees.

Mr REDACT submitted a claim for future reunification travel expenses, exclusive of meal costs, of $10,062.80. Mr REDACT claim was approved by the Trustees together with a further sum of $1,440.00 representing $60.00 per day for meals for Mr REDACT and his wife for a total of 24 days.

Mr REDACT past reunification travel reimbursement claim was approved in the net amount of $979.00.

Mr REDACT claims for low interest loans of either $52,000.00 to discharge his mortgage or $10,000.00 to discharge a personal loan were refused.

CBERS is paying the airfare for Mr REDACT to travel to England in September 1997 and providing him with $1,400.00 spending money. Mr REDACT is an invalid pensioner with a chronic drinking problem. Mr REDACT applied to the Trust for additional spending money.

For 2 weeks of the time Mr REDACT will be away he is able to stay with his cousin. The Trustees approved funding of $1,400.00 to cover accommodation and meals for 2 weeks at $150.00 a day and $50.00 a day for meals for the 2 weeks Mr REDACT will stay with his cousin.

At the Manager's recommendation, the Trustees agreed that the sum of $1,400.00 be paid to CBERS or its travel agent to be handed to Mr REDACT in the form of traveller's cheques, ensuring that Mr REDACT does not "drink" the funds prior to leaving Perth.

In addition, the Trustees agreed to pay the cost of Mr REDACT passport application of $120.00 and his departure tax of $25.00.

Additional claims made by Mr REDACT, not associated with his travel claim, were as follows:
1. The cost of new prescription spectacles for reading;
2. The cost of a new upper denture;
3. The cost of new trousers to wear on his overseas travels; and
4. The cost of a new bed base and mattress, a vacuum cleaner and a carpet square for the lounge room of his HomesWest flat.

The Trustees approved payment to an optometrist of the cost of new spectacles (frames to cost no more than $150.00), payment to a dentist of the cost of a new upper denture and a contribution of up to $680.00 towards the purchase of the household items. The Trustees refused a contribution to the cost of new clothing for Mr REDACTED.

ITEM 11 REDACTED

The Trustees approved a reimbursement to Mr REDACTED of $60.00 for travel expenses to attend Dr. Kaplan to obtain a report in support of Mr REDACTED's sexual abuse claim.

ITEM 12 REDACTED

The Trustees approved payment to psychologist Nick Ramondo of consultation fees of $1,022.00 incurred between 27 May 1997 and 10 July 1997 and the cost of a further 20 to 25 treatment sessions for Mr REDACTED at $146.00 per session.

ITEM 13 REDACTED

Mr REDACTED suffers from a hearing loss for which he underwent surgery in 1993. Mr REDACTED is adamant he was beaten across the left ear in 1953 by a Brother at Clontarf and that this beating was the cause of his hearing loss. Mr REDACTED claimed past medical expenses of $2,035.85.

Mr REDACTED also claimed past reunification travel expenses with respect to 5 trips to the United Kingdom and 1 to the United Kingdom and Canada between 1972 and 1995.

The Trustees approved a reimbursement to Mr REDACTED of $2,084.85 being the total of his medical expenses reimbursement claim and the cost of his most expensive reunion trip, less the usual $2,000.00 deduction.

ITEM 14 REDACTED

The Trustees agreed to reimburse Mr REDACTED past reunification travel expenses of $2,000.00 calculated as an airfare of $2,000.00, 4 weeks accommodation and meals at $500.00 per week less the usual deduction of $2,000.00.

ITEM 15 REDACTED

Mr REDACTED requested assistance with the cost of motor vehicle repairs yet to be carried out at a cost of $526.70; the repayment of a loan to his daughter for past motor vehicle repairs, the cost of which were $1,136.80 and the cost of future travel to Ireland for a second visit with family members.

To support his claim for a second trip to Ireland, Mr REDACTED provided a report from his psychologist who is of the opinion that spending time with family in Ireland would assist in the progress of Mr REDACTED's treatment.

Mr REDACTED was reimbursed past reunification travel expenses of $2,000.00 on 23 May 1997.
As the monies paid to Mr REDACTED on 23 May 1997 covered the cost of the repairs to his motor vehicle and repayment of the loan from his daughter, his request for these payments were refused by the Trustees. With respect to Mr REDACTED claim for future travel, the Trustees deferred a decision until it is known what amount, if any, Mr REDACTED might receive by way of a sexual abuse payment.

ITEM 16 REDACTED

On 22 May 1997, the Trustees approved payment of $9,737.80 for travel to enable Mr REDACTED and his wife to meet Mr REDACTED mother and other family members in England for the first time. Subsequently, Mr REDACTED submitted a request for reimbursement of costs associated with travel Wellington/Melbourne/Wellington for reunion counselling with the Child Migrant Trust.

The Trustees approved a reimbursement of these costs which totalled $1,348.17.

ITEM 17 REDACTED

The Trustees agreed to pay $75.00 for Mr REDACTED to train as a volunteer ambulance driver together with uniform costs and other associated expenses as and when they are incurred.

Mr REDACTED is currently the full-time carer of his wife who is a polio victim. As Mrs Healy's health is deteriorating, Mr REDACTED wishes to re-train for his future.

ITEM 18 REDACTED

CBERS has agreed to pay the airfare and provide spending money for Mr REDACTED to visit Malta. Mr REDACTED asked the Trust to pay for new clothes for him to wear whilst overseas. The Trustees refused Mr REDACTED's request.

ITEM 19 GORDON GRANT

The Trustees approved a reimbursement of past reunification travel expenses of $2,233.00 calculated as an airfare of $1,890.00 and accommodation etc. of $2,343.00, less the usual deduction of $2,000.00.

ITEM 20 REDACTED

This item was carried over from the Trustees' meeting held 18 June 1997. Mr REDACTED had asked the Trust to repay loans of $3,000.00 and $2,000.00 to friends Ms REDACTED and Mrs REDACTED respectively. Before considering repayment of the loans by the Trust, the Trustees wanted to know the reasons for the loans, deciding that only if the reasons fell within specified categories of benefit, could the Trust repay the loans.

Advice was received from Mr REDACTED's psychologist that monies were borrowed from Ms REDACTED because Mr REDACTED was involved in a car accident in which Mr REDACTED was driving a borrowed unregistered motor vehicle. Rather than reporting the accident to the police, to avoid legal action, the other party to the accident agreed that if Mr REDACTED paid to have the other party's vehicle repaired, the other party would not report the accident to the police. The loan was to pay the repair costs.

The Trustees refused the request to repay Ms REDACTED.

With respect to the loan from Mrs REDACTED Mr REDACTED's psychologist advised that Mr REDACTED had a heart attack and was not "covered" for the cost of the ambulance,
emergency treatment and hospitalisation. The Trustees deferred making a decision regarding payment of this loan until in receipt of evidence of costs associated with Mr REDACT's emergency medical treatment.

ITEM 21  REDACTED

Mr REDACT had been reimbursed past reunification travel expenses of $2,042.00 calculated as airfares for himself and his wife of $5,000.00 and accommodation etc. of $2,842.00 less $3,800.00 paid by CBERS and the usual deduction of $2,000.00.

As Mr REDACT's total claim was $26,382.10 (Mr and Mrs REDACT were accompanied by their 2 children), Mr REDACT requested a reconsideration of the amount reimbursed to him.

An additional reimbursement was refused by the Trustees.

Mr REDACT also made a claim for reimbursement of past medical expenses associated with a back problem for which he was first paid worker's compensation in 1973.

Mr REDACT left the Christian Brothers in 1956. As there was no evidence of a direct link between Mr REDACT's injury and his time at a Christian Brothers' institution, this claim was also refused by the Trustees.

A claim of $41.50 for travel to a psychiatrist to obtain a report to support Mr Frayne's sexual abuse claim was approved by the Trustees.

ITEM 22  REDACTED

On 28 February 1997, Mr REDACT was forwarded $6,426.16 to pay outstanding household accounts. The funds were provided with the advice that no further emergency relief would be granted.

A request was now made for a “loan” of $5,000.00, repayment of which Mr REDACT proposed be deducted from his sexual abuse payment.

The accounts for which payment was requested included Telstra, a Vet., a tyre centre, AGC and the Crown Solicitors' Office and totalled $3,210.12. The debt to the Crown Solicitors' Office is a criminal injuries compensation payment arising from an assault occasioned by Mrs REDACT.

Mrs REDACT advised the Manager that Mr REDACT is addicted to poker machines.

The Trustees refused Mr REDACT's request.

ITEM 23  REDACTED

A request that the Trust pay the cost of an airfare for Mr REDACT's de-facto wife's son to accompany Mr REDACT and his de facto wife on their trip to Malta was refused by the Trustees. Care for the boy, although not available during school terms, is available during school holidays.
ITEM 24
Mr REDACTED applied for emergency relief of $406.70 to pay household and motor vehicle expenses. As emergency relief has previously been given to Mr REDACTED this request was approved by the Trustees but on the condition that no further emergency relief be made available.

ITEM 25
Mr REDACTED was recently diagnosed as suffering from terminal cancer and asked if an assessment of his sexual abuse claim could take place forthwith. The Trustees could not comply with Mr REDACTED's request.

A past reunification travel reimbursement claim was approved in the amount of $5,560.00 calculated as airfares for Mr REDACTED and his wife of $3,560.00 and accommodation etc. of $4,000.00 less the usual $2,000.00 deduction.

ITEM 26
A request from Mr REDACTED that the Trust pay $690.00 for child care as an addition to his past reunification travel reimbursement claim was refused by the Trustees.

ITEM 27
Mr REDACTED claims past medical expenses. He advises that he has been taking anti-depressant medication for 15 years.

As evidence of medication costs for a period of only 12 months was provided, only a reimbursement of $237.30 was approved by the Trustees.

ITEM 28
A reimbursement of past reunification travel expenses was approved in the amount of $2,250.00 calculated as one airfare of $1,500.00 plus accommodation etc. for 4 weeks of $2,750.00 less the usual $2,000.00 deduction.

A medical expenses reimbursement claim was refused because of lack of evidence of a direct link between treatment received by Mr REDACTED when a resident with the Christian Brothers and Mr REDACTED 30% functional back disability and serious left hip disability.

ITEM 29
Mr REDACTED made application for a loan of $9,800.00 to provide sufficient capital to establish his own business selling and servicing time and attendance clocks and electronic systems accessed by plastic cards. Mr REDACTED supported his application with a business plan he prepared himself and confirmation of his distributorship of products manufactured by a USA company, Acroprint.

The Trustees deferred their decision until in receipt of:

(i) A statement of Mr REDACTED's assets and liabilities;
(ii) The identity of Mr REDACTED's accountant;
(iii) Advice of the equity required by a bank to agree to lend Mr REDACTED sufficient funds for his purposes.
ITEM 30  
Mr REDACTED has poor literacy skills. He had not succeeded after attendance at TAFE literacy classes but is making progress with a program he is currently undertaking at RPH Rehabilitation Hospital. The program revolves around the use of a computer rather than writing with a pen.

Mr REDACTED’s request for $3,000.00 to purchase a computer and printer was approved by the Trustees.

ITEM 31  
The Trust granted Mr REDACTED $3,000.00 to pay for repairs to his motor vehicle which was damaged in an accident. He had recently pawned belongings to pay for additional repair costs. His request for $211.39 to reclaim his belongings was approved by the Trustees.

The Trustees also approved payment of accommodation costs i.e. board, letting fee and rent in advance up to $1,000.00, when Mr REDACTED finds a suitable house to rent.

ITEM 32  
REDACTED is a cousin of REDACTED (deceased). The deceased is a beneficiary of the Trust.

REDACTED arranged for his late cousin’s ashes to be sent to Ireland and for a memorial service, wake and the erection of a headstone for Mr REDACTED in Ireland, all at the alleged cost £3,100.00. REDACTED and the deceased met when the deceased travelled to Ireland for a family reunion in 1988. REDACTED’s personal reimbursement claim was refused by the Trustees.

REDACTED also claimed past reunification travel expenses on behalf of the deceased totalling £3,425.00. REDACTED is not the trustee of the deceased’s estate. The trustee is the Public Trustee the office of which is aware that a travel reimbursement claim can be made by the estate and is investigating the matter. The Trustees decided that further communication in relation to the deceased’s estate be made only with the Public Trustee as REDACTED has no standing to make or receive a past travel reimbursement claim.

ITEM 33  
Mr REDACTED, who had been granted the cost of travel for himself and his wife to Western Australia from New South Wales to visit Mr REDACTED’s sisters, now requested a meal allowance of $24.00 per day for 2 weeks totalling $672.00. The Trustees granted Mr REDACTED’s request.

ITEM 34  
Mr REDACTED is an inmate of Bunbury Prison. He is serving a 6 year sentence for sexual abuse of a male minor.

Mr REDACTED asked the Trust to pay for a computer to undertake studies whilst in prison. The Trustees deferred their decision until aware of the course of study intended to be undertaken by Mr REDACTED.
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ITEM 35

Mr REDACTED was reimbursed the sum $2,300.00 by way of past reunification travel expenses. Mr REDACTED had also claimed the sum of $3,900.00 being the cost of his brother-in-law accompanying him. Evidence that Mr REDACTED’s brother-in-law’s company was necessary and that Mr REDACTED had paid his brother-in-law’s costs had been requested by the Trustees and was now provided. The Trustees granted Mr REDACTED’s request for an additional reimbursement of $3,900.00.

ITEM 36

Mr REDACTED requested reimbursement of travelling expenses to and from appointments at the Sexual Assault Referral Centre (SARC). The total of past travel expenses, even when added to Mr REDACTED’s past medication costs claim, did not exceed $2,000.00. There could therefore be no reimbursement. The Trustees decided that from 1 July 1997 Mr REDACTED could be reimbursed $10.40 travelling expenses for each attendance at SARC.

Mr REDACTED also requested assistance with the cost of repairs to his motor vehicle. He provided a quote totalling $3,226.65. This request was also granted by the Trustees.

ITEM 37

INFORMATION UPDATE No.2 - ASSESSMENT OF SEXUAL ABUSE CLAIMS

Information Update No.2

The following were noted by the Trustees:

1. An article in the West Australian on Thursday 31 July, 1997 the headline of which was “Sex Claims Delay Brothers’ Payout” and featured criticism of the Trust by Paul Bradshaw and comment by the Chairman.
2. A letter from Brother Tony Shanahan to the Chairman dated 30 July 1997 complimenting the Trust on the issue of Information Update No.2.

Assessment of Sexual Abuse Claims

Hayden Stephens proposed that he and Mr Rush QC visit Perth, for two days, in or about late October 1997 to meet with the Trustees, the Manager and an independent psychiatrist to determine the recipients of the sexual abuse payments. Subsequent discussion included the following:

➢ The Chairman instructed the Manager to write to all men who had submitted a claim for a sexual abuse payment but who had not yet submitted a report to remind them of the cut off date of 30 September 1997.

Hayden Stephens advised:

(i) A concentrated period of assessment was preferable to the assessment being done in “bits and pieces”. Some psychiatrists/psychologists are more disciplined/elaborate in their reports than others and the assistance of an independent psychiatrist/psychologist is therefore essential to the assessment process to help grade the severity of the affect of the sexual abuse on the claimants;

(ii) Convenience may dictate that the Chairman and the Manager travel to Melbourne for the assessment of the sexual abuse claims but Perth was the preferred option. If in Perth, Mr Rush QC would be removed from the other responsibilities of his practice and all Trustees would have the opportunity to contribute to the assessment process;
(iii) The services of an independent psychiatrist/psychologist will need to be paid for by the Trust, as will any travelling expenses for Hayden Stephens and Mr Rush QC. However, costs already deducted from the settlement have been set aside for the payment of professional services provided by Mr Rush QC and Hayden Stephens.

> The Manager expressed the opinion that the independent psychiatrist/psychologist be chosen as soon as possible and that he/she be given the opportunity to read all material before meeting with the Trustees and Mr Rush QC.

> The Chairman proposed that in the event there were more than 55 men considered to be severely affected by sexual abuse, the Christian Brothers be asked to make an ex-gratia payment to increase the amount available under this category.

> Peter McGowan enquired as to the position under the Trust Deed to enable an increase to the total available for distribution under the sexual abuse category. Time did not permit further discussion.

In conclusion, Hayden Stephens advised that he would discuss with Mr Rush QC where Mr Rush QC would prefer the assessment process take place, the extent of the medical assistance he considered necessary and the nomination of an appropriately qualified psychiatrist/psychologist.

**ITEM 38 COUNSELLING FOR THE TRUST’S STAFF**

The Manager asked the Trust to pay for counselling for herself and her assistant to help them cope with the stressors of their jobs. The Manager advised that the staff of CBERS have regular counselling.

The Trustees agreed to pay for whatever counselling the Manager and her assistant required. In addition, the Trustees instructed the Manager and her assistant to each take 1 week’s paid leave as soon as possible.

**ITEM 39 GENERAL BUSINESS**

The Manager drew to the attention of the Trustees that by resolution of the Trustees on 4 November 1997, payment to the Chairman for his services was limited to a maximum of $10,000.00 to 30 September 1997, with accounts to be rendered quarterly on the basis of $100.00 per hour.

An account had been received from the Chairman payment of which would exceed the cap to 30 September 1997. The Trustees **RESOLVED** that: The cap imposed on the amount to be paid to the Chairman for his services be removed. The Chairman be paid on the basis of $100.00 per hour, with accounts to be rendered quarterly.