MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES
OF THE WA INSTITUTIONS RECONCILIATION TRUST
FRIDAY 21 NOVEMBER 1997 AT 8.30AM
6TH FLOOR 216 ST GEORGE’S TCE PERTH

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

APOLOGIES: Mr Dalton Gooding

ITEM 1 MINUTES

1.1 The Minutes of the meeting of the Trustees held 22 September 1997 were confirmed
as a true and correct record with the exception of the following amendment:

The word “only” be deleted from the third sentence of paragraph 2.3.2.

ITEM 2 MATTERS ARISING FROM THE MINUTES

Item 2.1 Investment of the Trust’s Funds

The Chairman met with the Manager, Challenge Bank, 218 St George’s Terrace, Perth
and was advised that the interest rate for fixed term deposits was 4.8%.

It was agreed that consideration be given to depositing funds on fixed term after the
making of the sexual abuse payments which will significantly reduce the balance of the
Trust’s funds.

Item 2.2 Audit

It was reported by the Manager, and noted by the Trustees, that a representative from
Deloitte Touche Tohmatsu had conferred with Dalton Gooding and it was agreed:

a) That all payments to or on behalf of claimants approved by the Trustees prior to
30 June 1997, but not paid until after 30 June 1997, appear as accruals in the
accounts.

Many past reunification travel reimbursements were approved by the Trustees at
their meeting on 22 May 1997 but not paid prior to 30 June 1997 because of the
Trustees’ requirement that claimants declare a Statutory Declaration with respect
to any contribution received from the Christian Brothers, ISERV or CBERS toward
their travel expenses. The accruals, as calculated by the Manager, totalled
$135,697.77.
b) Payments to or on behalf of claimants be treated in the accounts as a distribution of funds and not as an expense.

The 1996/97 accounts will be adjusted by Deloitte Touche Tohmatsu. Interest income and administration expenses will produce a profit or loss for the period and all payments made to or on behalf of claimants as a distribution of funds after "profit". Due to the remodelling of the accounts, a fee greater than the initial quote will be charged by Deloitte Touche Tohmatsu.

Item 2.3 **Assessment of Sexual Abuse Claims**

**DR FELLOWS-SMITH**

The Manager wrote to Dr. Fellows-Smith advising of the Trustees' decision that a psychiatrist involved in the assessment of the sexual abuse claims should not have treated or been consulted for a report by any of the claimants. However, as Dr. Fellows-Smith had prepared reports for 32 claimants, he could assist by grading the severity of the sexual abuse on these claimants. If he were prepared to assist in this manner, he was asked to advise his fee.

The Manager reported that a response was received from Dr. Fellows-Smith categorising the affect of the sexual abuse on 26 claimants as severe, moderate or mild. Dr. Fellows-Smith also provided an extract from a journal on the affects of Post Traumatic Stress Disorder. Dr. Fellows-Smith had not charged a fee.

**INDEPENDENT PSYCHIATRIST**

Hayden Stephens advised that he had spoken with Dr Skerritt who would be available by telephone during the assessment process, if his services were required.

**THE ASSESSMENT PROCESS**

It was agreed that the Manager, the Chairman, Hayden Stephens and Jack Rush QC would meet at 11.00 a.m. on 26 November 1997 at the Kings Park Secretarial Services Executive Suites. A room had been hired for three days. It was further agreed that the Trustees meet at the same location on Friday 28 November 1997 at 2.00 p.m. to consider the recommendations to be made by Hayden Stephens and Mr Rush.

**REPORTS IN SUPPORT OF CLAIMS**

The Manager reported that 13 of 128 persons currently claiming a sexual abuse payment had failed to provide the required psychiatric/psychological report. An additional 14 men had already received payments of $25,000.00.

**VARIATION TO THE TRUST DEED**

It was agreed by Peter McGowan, Carol Bahemia and Hayden Stephens that clause 18 of the Trust Deed bestowed the power on the Trustees to vary the ceiling on the amount to be paid by way of serious sexual abuse payments.

It was resolved by the Trustees that independent legal opinion be sought from Phillips Fox.

Although Phillips Fox are the solicitors in Western Australia for the Christian Brothers, the Trustees did not consider there to be a conflict of interest.
ITEM 3  **FINANCIAL REPORTS**

The following were noted by the Trustees:

- Balance Sheets for September and October 1997
- Profit and Loss statements for September and October 1997
- Trial Balances for September and October 1997
- Schedule of Payments to 31 October 1997

ITEM 4  **REDACTED**

Mr [REDACTED] applied to the Trust for the cost of car repairs totalling $505.84. Mr [REDACTED] advised that a mechanical problem had been temporarily fixed but without further work there was no guarantee the repair job would last. As the problem had been fixed, albeit temporarily, Mr [REDACTED]'s application was refused on the basis that further repairs were not required urgently.

ITEM 5  **REDACTED**

Mr [REDACTED] asked the Trust to pay the following:

(i) The sum of $250.00 to CBERS which he had borrowed, interest free, on 20 November 1996; and
(ii) The sum of $400.00 by way of reimbursement of costs associated with his recent trip to Geelong.

In relation to the second request, a report was received from Dr. Fellows-Smith (who Mr [REDACTED] is currently consulting) as follows:

"Due to the stress caused by the delay in reconciliation, I support the above application to travel to his family in Geelong based on medical grounds."

The Manager was aware that Mr [REDACTED] had refused to obtain a referral from a general practitioner to enable the cost of his consultations with Dr. Fellows-Smith to be bulk billed. As a result, the following decisions were made by the Trustees:

(a) The application to repay the borrowings from CBERS be refused;
(b) The Trust pay Dr. Fellows-Smith's outstanding accounts for consultations with Mr [REDACTED] totalling $640.00. Dr. Fellows-Smith be asked to receipt Mr [REDACTED] who could then submit a claim to Medicare and keep the refund.

It was further agreed that the Trust refuse to pay for any further consultations with Dr. Fellows-Smith unless Mr [REDACTED] obtain a referral from a general practitioner.

ITEM 6  **REDACTED**

Mr [REDACTED] claimed the following reimbursements:

1. The cost of extensive dental treatment in or about 1968, approximately 3 years after leaving Bindoon; and
2. The cost of courses and texts for Year 10 English and Maths.
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The Trustees approved reimbursements to Mr. REDACTED of $500.00 for dental work and $400.00 for past schooling expenses. (The sum of $2,000.00 was deducted from a past reunification travel reimbursement paid to Mr. REDACTED.)

ITEM 7  REDACTED

The Trustees approved a past reunification travel reimbursement claim of $1,301.00. Mr. REDACTED travelled to England in 1995 to be reunited with his sister.

ITEM 8  REDACTED

On 3 July 1997 Mr. REDACTED was reimbursed past reunification travel expenses. Mr. REDACTED had travelled to the United Kingdom to meet cousins, the only family to that time he had been able to locate. Since, the Child Migrants’ Trust had located Mr. REDACTED’s mother in the United States of America. Mr. REDACTED asked the Trust to fund the cost of travel by him to the USA for a reunion with his mother.

The Trustees approved a contribution of $3,500.00 to Mr. REDACTED’s future reunification travel costs which sum represented the maximum payable by the Trust of $7,000.00 less the reimbursement (in round figures) paid to Mr. REDACTED in July 1997.

It was however agreed that should this contribution to travel costs be insufficient to enable Mr. REDACTED to make the trip to be reunited with his mother, it was open to Mr. REDACTED to request a further contribution.

ITEM 9  COUNCILLOR, Cyril Patrick

Mr. Councillor asked the Trust to pay for counselling for his adult daughter, Philomena Wilson who had recently commenced treatment from a consultant social worker at the cost of $70.00 per hour. The balance outstanding to the social worker was $280.00 and the need for another 10 therapy sessions was anticipated.

The Trustees approved the payments of past and future counselling for Mr. Councillor’s daughter, subject to clarification that Mr. Councillor had in fact attended a Christian Brothers’ institution. It was stated in a report from clinical psychologist William Douglas, that Mr. Councillor was a resident at the Palatine Mission in Rossmoyne.

ITEM 10  REDACTED

Mr. REDACTED asked the Trust to pay the cost of a new refrigerator, namely $875.00, to Fridge and Washer City in O’Connor.

The Trustees approved Mr. REDACTED’s request.

ITEM 11  REDACTED

Mr. REDACTED asked that the Trust pay for psychological counselling. He had self referred to psychologist, Viviana Payne, on 30 September 1997. The cost of each session was $110.00 and in addition to 2 past sessions a further 8 were expected to be required.

The Trustees agreed to pay the cost of all counselling required by Mr. REDACTED with Ms Payne.
ITEM 12

Mr. [REDACTED] asked the Trust to pay the cost of one pair of spectacles for reading and another for distance vision, at a total cost of $348.00.

The Trustees approved Mr. [REDACTED]'s request, the payment to be made to OPSM.

ITEM 13

On 28 April 1997 the Trustees approved payment of $450.00 to enable Mr. [REDACTED] to attend a 16 week acting course. Approval for this payment had been made under the category of current therapy. Mr. [REDACTED] completed the course and now asked the Trust to pay for the next stage, a 16 week course at the cost of $970.00.

The Trustees approved Mr. [REDACTED]'s request.

ITEM 14

Mr. [REDACTED] continues to refuse to accept $2,000.00 as his proper entitlement as a past reunification travel reimbursement because of the following example provided to all claimants by Slater & Gordon:

"... If an individual has recently travelled overseas and has incurred expenses which total $4,200.00, that individual will receive the general $2,000.00 reimbursement, plus a specific reimbursement for the additional $2,200.00."

Mr. [REDACTED] understands this example to mean that he must receive a minimum reimbursement of $4,200.00 net.

The Trustees again confirmed their initial decision that Mr. [REDACTED] receive a past reunification travel reimbursement of $2,000.00 net.

ITEM 15

Mr. [REDACTED] via Gosnells Community Legal Centre, asked the Trustees to reconsider their decision made 22 September 1997 regarding the cost of repairs to his caravan. A contribution of $1,000.00 had been approved, being the amount formerly asked for by Mr. [REDACTED] to enable him to take rental accommodation.

As Mr. [REDACTED] was now emphatic that he did not wish to rent accommodation but to make his caravan his permanent home, the Trustees approved payment of $3,829.50 being the lesser of the two caravan repair quotes.

In addition, of the sum of $1,759.98 approved by the Trustees on 22 September 1997 for final repairs to Mr. [REDACTED]'s truck, Mr. [REDACTED] now asked that the sum of $1,059.00 be paid direct to him to enable him to purchase parts to be passed on to the repairer. This request was refused because of policy that repair costs only be paid to the repairer.

ITEM 16

The Trust approved a past reunification travel reimbursement claim of $4,000.00 net.
Mr [REDACTED] provided evidence that a request to CBERS for assistance with travel costs had been refused. Mr [REDACTED], his wife and 2 children travelled to the United Kingdom in 1967. The approved gross reimbursement is approximately twice the actual travel costs to "compensate" for the passage of time.

ITEM 17

REDACTED

Mr [REDACTED] is currently consulting Perth Human Sexuality Centre. A report from the centre advised that without investigatory tests the cause of Mr [REDACTED]'s sexual dysfunction could not be determined.

The Trustees approved the payment of fees rendered by the Perth Human Sexuality Centre and the cost of tests (GAP only) until the cause of Mr [REDACTED]'s problem is able to be determined. In addition, the Trust approved reimbursement of Mr [REDACTED]'s travelling expenses to and from medical appointments, at the actual cost to him.

ITEM 18

REDACTED

Mr [REDACTED]'s request was for the cost of future reunification travel.

Mr [REDACTED]'s mother has been located by the Child Migrant's Trust and has agreed to meet Mr [REDACTED].

The Trustees approved a contribution of $7,000.00 towards the cost of Mr [REDACTED]'s proposed travel to the United Kingdom.

ITEM 19

REDACTED

The Trustees approved a past reunification travel reimbursement claim of $2,042.50 net.

Mr [REDACTED] provided receipts for the majority of his expenses. His airfare was paid by CBERS but no spending money was provided. Mr [REDACTED] travelled to the United Kingdom in late December 1996.

ITEM 20

REDACTED

The Trustees approved reimbursement of Mr [REDACTED]'s current and future monthly medication costs, upon production of receipts, during the life-span of the Trust.

ITEM 21

REDACTED

The Trustees approved a reimbursement of past medical expenses of $3,000.00 as claimed.

$2,000.00 was previously deducted from Mr [REDACTED]'s past reunification travel reimbursement claim.

ITEM 22

REDACTED

The Trustees approved a past reunification travel reimbursement of $1,976.00 net.

Mr [REDACTED] travelled to the United Kingdom in 1988.
 ITEM 23    REDACTED

Mr REDACT asked the Trust to pay for himself and his wife to travel to Italy to visit Mr REDACT's uncle whom Mr REDACT has not seen since Mr REDACT was 12 years of age.

Mr REDACT's parents migrated to Australia in 1948. Mr REDACT's mother died in 1957 whereas Mr REDACT, an only child, was placed by his father in Castledare. A year later, Mr REDACT's father sent Mr REDACT to Italy to be cared for by his uncle and aunt. His aunt died some 12 months later and his uncle, who is blind, could not care for Mr REDACT. Mr REDACT was returned to the care of his father in Australia. The uncle is the only family member with whom Mr REDACT has a close relationship.

The Trustees agreed that Mr REDACT's request could not be granted under the category of reunification travel but agreed to afford Mr REDACT the opportunity to provide medical opinion as to the benefit of the proposed travel to his psychological well-being. Mr REDACT has received on-going psychological treatment since he was 17 years of age and is expected to require anti-depressant medication for the rest of his life.

ITEM 24    REDACTED

The Trustees approved a past reunification travel reimbursement claim of $2,000.00 net.

Mr REDACT travelled to England in 1963 and 1965 in search of his family, but without success. Mr REDACT had no evidence of the cost of his travels. The amount agreed to be reimbursed was considered a fair sum in the circumstances.

ITEM 25    REDACTED

Mr REDACT asked the Trust to pay costs associated with the establishment of a business to be operated from Mr REDACT's home breeding exotic birds.

The Trustees approved payment of up to $750.00 to an accountant/business advisor to prepare a report as to the viability of the proposed business.

ITEM 26    REDACTED

Mr REDACT asked the Trust to pay the sum of $500.00 to Ford Econovan for repairs to Mr Walsh’s motor vehicle.

Payment of $500.00 to Econovan was approved by the Trustees.

ITEM 27    REDACTED

Mr REDACT asked the Trust to pay for future reunification travel by Mr REDACT and his wife to Edinburgh. Mr REDACT has not returned to Scotland since being transported to Australia in 1947 at the age of 5 years. He has located his sister.

The Trustees approved a contribution by the Trust of $10,000.00 to the travel proposed by Mr and Mrs REDACT.

ITEM 28    REDACTED

REQUEST request was for reimbursement of past medical expenses and payment of current treatment.
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Mr REDACTED provided advice from 3 organisations consulted by him between 1984 and 1997. Past medical expenses paid by Mr REDACTED totalled $13,287.00.

The Trustees approved a reimbursement of $11,287.00 net and payment for treatment from psychologist Deidre Spence since August 1997, and continuing, during the life-span of the Trust.

ITEM 29 REDACTED

Mr REDACTED was paid a sexual abuse payment of $25,000.00 in December 1996 and later a past reunification travel reimbursement of $4,000.00. He recently separated from his wife whom he alleges frittered away the funds received from the Trust. He asked the Trust to fund $1,425.00 to enable him to purchase essential household items, his wife having refused to allow him to have any of the contents of the former matrimonial home. Mr REDACTED cannot return to the home because of a restraining order.

The Manager drew to the attention of the Trustees that Dr Watson-Munro had reported that Mr and Mrs REDACTED have separated on at least 200 occasions over 17 years.

In the circumstances, the Trustees agreed to advance Mr REDACTED $500.00 to purchase essential items.

A request had also been received from Mrs REDACTED asking the Trust to pay various household accounts. Mrs REDACTED's request was refused. The Trust Deed provides only for payments of therapy for claimant's spouses or children.

ITEM 30 REDACTED

The Trustees approved payment of the cost of psychological therapy for Mr REDACTED and his wife.

Mr REDACTED approached a psychologist to prepare a report in support of his sexual abuse claim and in doing so overcame his reluctance to seek help.

In addition, Mr REDACTED asked the Trust to pay for him and his wife to travel from South Australia to Western Australia to visit family members. This request was refused as the criteria for reunification travel could not be satisfied.

ITEM 31 REDACTED

Mr REDACTED asked the Trust to pay for future reunification travel by Mr REDACTED and his wife to the United Kingdom. Mr REDACTED has never returned to the United Kingdom and has located nieces and nephews.

The Trustees approved a contribution by the Trust of $10,000.00 to the travel proposed by Mr and Mrs REDACTED.
ITEM 32  CBERS

1. Mary Hogan of CBERS had asked that the Trust provide CBERS with a list of the names and current addresses of all claimants.

The Trustees refused Ms Hogan’s request on the basis that the provision of the requested information would be a breach of the claimants’ confidentiality.

2. Correspondence was received from Maria Harries, Chairperson of CBERS, in relation to the funding of future reunification travel. Ms Harries suggested there could be a doubling up between contributions to future reunification travel provided by the Trust and CBERS, CBERS having apparently been requested by a person funded by the Trust to provide a per diem. Further, concern was expressed by Maria Harries that the Trust does not engage in a comprehensive assessment or provide counselling for the men prior to their travelling to be reunited with family members.

It was agreed that a future meeting be arranged between the Chairman, the Manager, Maria Harries and Brother Shannahan to discuss these and any other issues.

GENERAL BUSINESS

1. The Manager reported that Bruce Blyth had written and published a book “In the Shadow of the Cross” in which she and the Trustees were criticised. Hayden Stephens advised he was aware of the content of the book as he had written the foreword to the book.

2. A copy of a press release from Bruce Blyth faxed to the Manager and the Chairman on 20 November 1997 was distributed for noting by the Trustees. The tenor of the press release was that the Christian Brothers must be persuaded to put more money into the Trust.

The meeting closed at 10.30 a.m.