MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES
OF THE WA INSTITUTIONS RECONCILIATION TRUST
MONDAY 5 MARCH 1998 AT 8.30AM
6TH FLOOR 216 ST GEORGE'S TCE PERTH

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

APOLOGIES: Mr Dalton Gooding

ITEM 1 MINUTES
ITEM 1.1 The Minutes of the meeting of the Trustees held 21 November 1997 were confirmed as a true and correct record of that meeting.
ITEM 1.2 The Minutes of the meeting held 28 November 1998 were confirmed as a true and correct record. However, the Trustees requested that the commentary commencing on page 4 be deleted. On page 4, "General discussion ensued as follows" is to be replaced by "After extensive discussion" continuing with "an examination of the claims of those men who had been categorised 3 and 4 followed."

ITEM 2 MATTERS ARISING FROM THE MINUTES
ITEM 2.1 SEXUAL ABUSE PAYMENTS
The Trustees noted a schedule of all sexual abuse payments that had been made.
The Manager informed the Trustees of the expressions of dissatisfaction that had been received from some of the men.

ITEM 2.2 VARIATION TO THE TRUST DEED
The following variations have been made to the Trust Deed:

(i) Variation to clause 19 by resolution made 4 November 1996 to allow the Manager to be added as a signatory to the Trust’s bank account; and
(ii) Variation to clause 25 by resolution made 28 November 1997.

Advice received from Greg Gaunt of Phillips Fox was that it was not necessary to formally amend the Trust Deed if variations resolved by the Trustees are recorded in the Minutes. Nevertheless, the Manager suggested that close to the expiration of the Trust, Phillips Fox be instructed to draft a Deed incorporating all variations to the Trust Deed. The Trustees agreed with the Manager’s suggestion.
ITEM 2.1.2  REDACTED

REDACTED  did not receive a sexual abuse payment. He provided no details of the alleged sexual abuse and reported to Dr. Quadrio that the physical abuse he had endured was worse than the sexual abuse.

Subsequent to receiving advice that he was not to receive a sexual abuse payment, REDACTED wrote a letter to the Trust stating that he had been subjected to rape and attempted rape, not previously reported by him because "the Brothers involved had died and were not around to defend themselves".

He asked that the decision regarding his sexual abuse claim be reconsidered and that the Trust pay for psychological counselling for himself and his wife.

The Trustees decided as follows:

1. To assist the Trustees in deciding whether or not to reconsider REDACTED claim, REDACTED write to the Trust providing a full explanation as to why he had not reported the alleged rape and attempted rape to Slater & Gordon or Dr. Quadrio; and
2. That the Trust pay for psychological counselling for REDACTED. The psychologist/psychiatrist consulted be asked to report to the Trust (at the Trust’s expense), after 4 consultations, regarding the extent of the treatment expected to be required.

ITEM 2.1.3  REDACTED

REDACTED claim for a sexual abuse payment was not assessed. Although REDACTED had provided details of sexual abuse to Slater & Gordon, he refused to consult a psychiatrist/psychologist to prepare a report.

REDACTED changed his mind and asked the Trust to extend the time for receipt of a report, to pay for the report and to pay for psychological counselling for himself and his wife.

The Trustees agreed:

1. To extend the time for receipt of a report;
2. That the Trust pay for the report;
3. To assess REDACTED claim when in receipt of a report;
4. That the Trust pay for psychological counselling for REDACTED. The psychiatrist/psychologist be asked to report to the Trust (at the Trust’s expense), after 4 consultations, regarding the extent of the treatment expected to be required.

ITEM 2.1.4  Letters of Thanks

The Trustees noted the Manager’s advice of the beneficiaries who had thanked the Trustees for the sexual abuse payment received by them.

ITEM 2.1.5  Request to Christian Brothers

The Chairman reported advice from Brother Shanahan that the Christian Brothers did not agree to pay an additional $15,000.00, or any other amount, to the 7 men considered to satisfy the criteria for a serious sexual abuse payment of $25,000.00. The Christian Brothers would, however, consider specific requests for financial assistance made on behalf of any of these men.
The Chairman informed Br Shanahan that the request he had put to the Christian Brothers in relation to these men was founded on inequity and not the financial needs of the men. The matter will not be pursued by the Chairman.

ITEM 2.2 INVESTMENT OF THE TRUST'S FUNDS

The Manager reported as follows:

- The Trust's cash at bank at 31 January 1998 was $1,019,877.70
- The interest rate for fixed term deposits is 4.8%
- The interest rates currently earned by the Trust's bank account are —

<table>
<thead>
<tr>
<th>Date from which rate applied</th>
<th>Portion of balance over $19,999 to $49,999</th>
<th>Portion of balance over $49,999 to $99,999</th>
<th>Portion of balance over $99,999</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 Aug 1997</td>
<td>3.00%</td>
<td>3.50%</td>
<td>4.00%</td>
</tr>
</tbody>
</table>

The Trustees resolved that $500,000.00 be placed on term deposit/higher income earning deposit.

The Manager was asked to consult Dalton Gooding as to the best form of investment.

ITEM 2.3 REDACTED

At the Trustees' meeting held 28 November 1997, the Trustees agreed that $1,059.00 could be paid direct to REDACTED $1,059.00 was the estimated cost of the parts needed to repair REDACTED truck.

The Manager advised that on 4 December 1997, prior to payment being made to REDACTED:

- A quote of $2,229.80 for parts and labour was faxed to the Trust by D J Cooper Automotive Repairs, a representative of which also telephoned the Trust asking for payment. (D J Cooper Automotive Repairs is a different business from that which had previously quoted to repair REDACTED truck);
- The Trust paid D J Cooper Automotive Repairs the sum of $1,759.99, the amount authorised by the Trustees for parts and labour to repair REDACTED truck pursuant to the original quote;
- The Manager advised REDACTED that payment of the amount over and above $1,759.99 charged by D J Cooper Automotive Repairs was REDACTED personal responsibility.

The Trustees approved the action taken by the Manager.

ITEM 2.4 REDACTED

The Trustees noted the Manager's advice that a referral from a GP is not retrospective and as a result the Chairman had authorised payment by the Trust of Dr. Fellows-Smith's account for $640.00.

ITEM 2.5 REDACTED

At their meeting on 21 November 1997, the Trustees approved payment of $500.00 to Ford Econovan for repairs to REDACTED motor vehicle.
$500.00 was an estimate only. The invoice issued for $605.30. The repairs were carried out prior to the issue of the sexual abuse payments. The Manager arranged payment of $605.30.

The Trustees approved the payment of the additional sum of $105.30.

ITEM 2.6 DR. FELLOWS-SMITH

The Trustees noted:

(i) Letter dated 12 September 1997 from the Manager to Dr. Fellows-Smith;
(ii) Letter dated 28 November 1997 from the Chairman to Dr. Fellows-Smith;
(iii) Letter and account from Dr. Fellows-Smith to Barmac Consulting Pty Ltd dated 26 November 1997;
(iv) Letter Dr. Fellows-Smith dated 28 November 1997 to the Manager; and
(v) Letter Dr. Fellows-Smith dated 2 December 1997 to the Manager.

The Trustees also noted the Manager's report of telephone conversations between the Manager's assistant and Dr. Fellows-Smith and the Manager and Dr. Fellows-Smith on 4 December 1997 which concluded with a further request from Dr. Fellows-Smith that the Trust pay his accounts in full.

The Trustees confirmed their prior decision to pay only the GAP between Dr. Fellows-Smith's fee and the amount recoverable by his patients from Medicare.

ITEM 3 FINANCIAL REPORTS

The Trustees noted:

➢ Trial Balances for November and December 1997 and January 1998.
➢ Schedule of Payments made to 31 January 1998.

ITEM 4 VZ

In September 1997, VZ travelled to England to be reunited with his mother and claimed a reimbursement from the Trust of travel expenses totalling $6,563.00.

The Manager reported having seen Mr. VZ interviewed in a 60 Minutes program televised on 15 February 1998 discussing his family reunion. The Manager recommended that Mr. VZ be asked what contribution, if any, was made by 60 Minutes to Mr. VZ expenses.

The Trustees confirmed the Manager's recommendation.

The Manager asked the Trustees to make a resolution in relation to the following:

If a claimant for future reunification travel expenses has received a sexual abuse payment, is he still entitled to benefits under the categories of reunification travel and current and future medical/medication expenses?

The Trustees resolved that receipt of a sexual abuse payment did not affect the entitlement of beneficiaries of the Trust to benefits under the categories of:

i) Reunification travel; and
ii) Current and future medical/medication and associated expenses.
ITEM 5

REDACTED asked the Trust to contribute to the cost of REDACTED travelling to the UK in July 1998 for a family reunion, arranged with the assistance of the Child Migrants Trust.

The itinerary provided by REDACTED travel agent shows a total cost of $10,392.00 and includes a 7 day stop-over in Singapore.

The Trustees agreed to contribute the maximum of $10,000.00 despite the Singapore stop-over because a daily allowance for meals during the remainder of Mr and Mrs White's time in the UK was not allowed for in the costing that had been provided.

ITEM 6

REDACTED

The Trustees agreed to reimburse REDACTED subject to provision of a receipt, the sum of $730.00 paid for group therapy at the Wholistic Medical Centre.

ITEM 7

REDACTED

The Trust approved payment of the sum of $1,860.00 to Peter August Auto Repairs upon completion of repairs to REDACTED motor vehicle.

ITEM 8

REDACTED was killed in a motor vehicle accident on 22 October 1997. The Manager was unaware of REDACTED death until 6 February 1998 when she received a telephone call from REDACTED son. Subsequently, REDACTED wrote to the Trust providing details to support his late father's claim for reimbursement of costs incurred travelling to and from medical appointments. The late REDACTED calculated these costs at $22,500.00. The Manager's recalculation totalled $5,037.20, from which $2,000.00 would have to be deducted.

The late REDACTED died intestate. His widow is sole beneficiary of his estate. As the majority of assets were jointly owned, it was not intended to apply for letters of administration.

On 4 December 1997 a sexual abuse payment of $6,750.00 was posted to REDACTED His widow was apparently able to negotiate the cheque through their joint account.

The Trustees had resolved on 6 March 1997 that sexual abuse claims were not applicable to deceased claimants, but claims for reimbursement of past travel, medical and other expenses would be considered upon receipt of relevant details from the executor/administrator of the deceased's will/estate. Although the late REDACTED was alive when the sexual abuse claim was received, the claim was assessed and payment made after his death.

The Trustees agreed that if advice of REDACTED death had been received prior to the assessment of the sexual abuse claims, his claim would not have been considered. To be as fair as possible to his widow, the Trustees decided:

1. The sexual abuse payment of $6,750.00 could be retained by Mr Hitchcock's widow; but
2. The claim for reimbursement of travelling expenses associated with medical treatment be refused.
ITEM 9

On 8 August 1997 [REDACTED] request for a contribution to the cost of travel to Ireland to meet with his family for a second time was deferred by the Trustees until the amount, if any [REDACTED], received by way of sexual abuse payment was known.

[REDACTED] received a sexual abuse payment of $10,000.00.

The Trustees refused [REDACTED] request for assistance with future travel costs.

ITEM 10

[REDACTED] asked the Trust, on behalf of himself and his brother [REDACTED], to pay for travel a second time to the United Kingdom to enable them to become better acquainted with their 4 brothers, 1 sister and their respective families.

Both [REDACTED] and [REDACTED] received reimbursements of past travel expenses from the Trust.

[REDACTED] request was refused.

ITEM 11

[REDACTED] travelled to the United Kingdom in 1988 to meet one of his sisters, who, to that time, was the only family he had located. In 1996, the Child Migrants Trust located many other members of [REDACTED] family. [REDACTED] asked the Trust to provide funds to enable him to travel to the United Kingdom to meet his recently found family members.

The Trustees agreed that the Trust contribute $7,000.00 to [REDACTED] proposed travel expenses.

ITEM 12

In July 1997 [REDACTED] was reimbursed past reunification travel expenses of $3,617.00 incurred when he travelled to the United Kingdom to meet cousins, the only family located to that time. In August 1997 the Child Migrants Trust located [REDACTED] mother in the United States of America. On 21 November 1997, the Trustees approved a contribution of $3,500.00 to [REDACTED] travel costs; representing the maximum payable by the Trust of $7,000.00 less the reimbursement (in round figures) paid to [REDACTED] in July 1997.

However, the Trustees agreed that should this contribution be insufficient to enable [REDACTED] to make the trip to meet his mother, it was open to [REDACTED] to request an additional amount. [REDACTED] did so. The Trustees agreed to increase to $7,000.00 the Trust's contribution to [REDACTED] proposed travel.

ITEM 13

[REDACTED] made 2 requests of the Trust:

i. That the Trust pay for private "victim" counselling for him in prison; and

ii. The Trust pay for an appeal to the High Court against his sentence.

[REDACTED] also asked that the Manager locate a private counsellor prepared to treat him in Bunbury Regional Prison.

As "victim" counselling should also be available through the Prisons' Department's Sexual Offenders Programme, the request that the Trust pay the cost of private counselling was refused by the Trustees.

The Trustees also refused the request that the Trust pay the costs of an appeal.
ITEM 14  REDACTED

The Trustees approved a reimbursement of medication costs of $216.70 incurred by REDACTED since July 1996.

It was further approved by the Trustees that REDACTED future medication costs, during the lifespan of the Trust, be paid by the Trust.

ITEM 15  REDACTED

REDACTED claim relates to the cost of past, ongoing and future treatment for a chronic and severe back complaint. He also requested a loan of $8,000.00 to extend the operations of a worm breeding business.

The request for a loan has not been pursued by REDACTED since receipt of his application in late 1996. It is assumed he was unable to demonstrate that the loan could be repaid by 30 June 1999.

Past medical and medication expenses were estimated by REDACTED at $6,000.00. The Trustees deferred their decision until REDACTED has explained his calculation of the sum of $6,000.00. REDACTED can only be reimbursed actual out-of-pocket expenses.

The Trustees agreed to pay the cost of current and continuing treatment and medication until the expiration of the Trust, upon production of proof of the actual cost to REDACTED.

ITEM 16  REDACTED

The Trustees approved a reimbursement of past medication expenses and psychologist's fees of $2,351.59 and $190.00 respectively, in accordance with copy accounts provided by REDACTED. In addition, the Trustees approved a reimbursement to REDACTED of past schooling expenses of $900.00.

Deducting the sum of $2,000.00, the amount to be reimbursed is $1,441.59.

ITEM 17  REDACTED

REDACTED first request was for the sum of $13,582.00 to develop a business breeding exotic birds. A report on the viability of the business was received from the Income Tax Professionals at Mandurah. Although the report was positive, REDACTED request was refused. REDACTED has personally received from the Trust the sum of $49,608.00. Further, REDACTED advised the Manager that he wanted to be 'paid out' by the Trust in a lump sum representing future treatment costs, to enable him and his family to travel around Australia. The Trustees do not consider REDACTED to have the necessary stability to make the proposed business a viable proposition.

REDACTED second request related to reimbursement of medication costs and the cost of tattoos to cover scars from self-mutilation. It was agreed that REDACTED be reimbursed $326.43 for medication costs incurred between April 1997 and December 1997 and that future medication costs, incurred during the life-span of the Trust, be reimbursed to REDACTED upon production of evidence of the cost to him.

The Trustees refused REDACTED request to pay the sum of $2,000.00 for tattoos.

With respect to future medical/therapy expenses, the Trustees requested that reports be provided by the various medical personnel attended by REDACTED.
ITEM 18  REDACTED

Both REDACT and REDACTE are from Malta and requested assistance from the Trust with respect to future reunification travel costs. REDACTED has 12 siblings in Malta and REDACTE parents live in Malta.

The Trustees approved a contribution of $7,000.00 to each of REDACT and REDACTE towards their future reunification travel costs.

ITEM 19  CBERS

The Trustees noted the Manager's report of the meeting held between the Manager, the Chairman, Br Tony Shanahan and Maria Harries, chairperson of CBERS, on 19 February 1998:

Item 19.1  Reunification Travel

Regarding pre-reunification travel counselling mentioned by Ms Harries in her letter to the Chairman dated 9 October 1997 as being compulsory before CBERS will fund reunification travel, Ms Harries advised she was not asking the Trust to refer men to CBERS. The intention of her correspondence (and her request for a meeting), was simply to inform the Trust that pre-reunification travel counselling is insisted upon by CBERS and to enable CBERS and Br Shanahan to be apprised of the position taken by the Trust in relation to this issue and the other categories of benefit in the Trust Deed.

Item 19.2  Relationship between the Trust and CBERS

The Manager drew to the attention of Br Shanahan and Ms Harries clause 2 of the Trust Deed which provides, interalia, as follows:

> "... to make the existence of the WA Institutions Reconciliation Trust and CBERS and/or the CBERS' Trust known to members of the Catholic community and such members and members of the general public shall be entitled to subscribe or donate to the WA Institutions Reconciliation Trust and/or CBERS and/or the CBERS' Trust subject to" it being the wish and intention of the Christian Brothers "that any publicity in respect of the Trust be joint publicity for the Trust and CBERS and any donations or subscriptions directed to CBERS and/or the Trust jointly, as a result of such publicity be paid into a joint account to be established by the Trustees of the WA Institutions Reconciliation Trust and the duly authorised representative of CBERS and any such funds so deposited be distributed upon a fifty-fifty basis between the Trust and CBERS" and "that the principal responsibility for publicising the Trust rests with the Trustees and not the Christian Brothers." At the meeting Br Shanahan advised that he did not want there to be publicity for the Trust and that it is not intended by the Christian Brothers, at this time, to seek donations for either the Trust or CBERS.

The Trustees considered the provisions of the Trust Deed in relation to seeking donations and agreed it was not necessary to do so, there being sufficient funds available to pay for the needs of beneficiaries pursuant to current and anticipated claims.

> Further, it is the wish of the Christian Brothers "to avoid duplication there be cooperation and collaboration between the Trust and CBERS in the provision of non-cash assistance as envisaged by the Trust and to this end, the Trustees, shall where appropriate, contract out to CBERS the management of provision of such assistance on agreed terms (including as to remuneration and reimbursement of expenses) PROVIDED where such assistance is in the form of therapy and/or counselling, the Trustees shall first seek the consent of the beneficiary to utilise CBERS for such
assistance. In the event that the beneficiary does not consent to utilising CBERS for this form of assistance, the Trustees shall, wherever appropriate, seek such services from another independent person or body and "the beneficiaries under this Trust shall not be eligible for provision of services through CBERS should the same or similar services have been provided under this Trust and to ensure an equitable utilisation of resources and the avoidance of duplication, the Trust shall provide to CBERS, if requested and with the full knowledge of claimants, information with respect of services provided by the Trust to any nominated beneficiary or beneficiary."

In relation to contracting out etc., Br Shanahan advised that the intention was referral to CBERS for literacy classes, pre-reunification travel counselling and general counselling. Neither Br Shanahan nor Maria Harries saw a problem with, nor sought a change to the fact that the Trust has not sought the consent of beneficiaries to utilise CBERS for therapy or counselling. Maria Harries reiterated that CBERS has wanted and continues to want to be seen to be disassociated from the Trust.

ITEM 20 CLAUSE 21(b) OF THE TRUST DEED
Clause 21(b) of the Trust Deed states that "the Trustees shall meet at least every two months or at such more frequent time as they may otherwise determine."

Between 14 October 1996 and 5 March 1998 the Trustees met on 12 occasions but the gap between meetings has twice exceeded two months.

The Trustees agreed it was not necessary to vary clause 21(b) of the Trust Deed.

ITEM 21 FUTURE MEDICAL EXPENSES/FUTURE TRAVEL COSTS
Time did not permit a comprehensive discussion of this issue.

However, Peter McGowan suggested that prior to the expiration of the Trust a list of the names of those persons requiring ongoing medical treatment/medication and an estimate of their future costs be submitted to the Christian Brothers with a request for cooperation in the setting aside of funds to cover the costs of the identified men, as and when they are incurred, and not that any of the men be paid a lump sum to cover future costs.

It was agreed that this item be carried over to the next Trustees' meeting.

ITEM 22 ANNUAL REPORT 1996/97
The Trustees approved the format and content of the draft 1996/97 Annual Report.

ITEM 23 REDACTED
The Chairman reported that [REDACTED] had sought his assistance in relation to problems with his children and to request funds from the Trust to relocate back to Perth.

In relation to the former matter, the Chairman had contacted an officer with Family and Children's Services.

In relation to [REDACTED] request for relocation costs, the Trustees refused to provide further financial assistance to [REDACTED]

The meeting closed at 10.30am.