MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES
OF THE WA INSTITUTIONS RECONCILIATION TRUST
THURSDAY 22 OCTOBER 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
Mr Dalton Gooding
Ms Andrea Lace (Manager)

ITEM 1 MINUTES
The Minutes of the meeting of the Trustees held 20 August 1998 were confirmed as a true and correct record of that meeting.

ITEM 2 MATTERS ARISING FROM MINUTES
ITEM 2.1 WINDING UP OF THE TRUST
This item incorporated Future Medication Expenses/Travel Expenses which item had been carried over each meeting since 5 March 1998.

At the Trustees' meeting held 20 August 1998, Hayden Stephens undertook to prepare a Discussion Paper prior to the Trustees' October meeting.

Hayden Stephens reported that he had not had time to prepare the Discussion Paper but would be in Perth in late November 1998. He suggested the Trustees then meet to discuss matters pertaining to the winding up of the Trust.

The Trustees agreed to defer discussion to a meeting at a time to accommodate Hayden Stephens' availability to attend.

ITEM 2.2 REDACTED
At the Trustees' meeting on 20 August 1998, the Trustees refused REDACTED request that the Trust pay the replacement cost of items stolen from REDACTED home because had not demonstrated need. REDACTED has handed over $10,000.00 to his lawyer on account of legal fees which might never be incurred.

After receiving advice of the Trustees' decision, REDACTED requested a meeting with a Trustee. In the absence of the Chairman, a meeting took place between REDACTED, Peter McGowan and the Manager on 3 September 1998.

At this meeting, REDACTED only request was that the Trust pay the replacement cost of a lawn mower. He said his sexual abuse money had been set aside to cover the cost
of a private complaint against Br Murphy, should ever choose to issue one. He said that the complainant in the prosecution against Br Murphy was and that he had been subpoenaed only as a witness. [Subsequent to this meeting, the Manager was advised by that he had been added as a complainant in the prosecution.]

In support of request for the replacement cost of a lawn mower he produced a letter signed by Sr. Eileen Tinning of the Lockridge Drop-In Centre. Sr. Eileen stated that "generously gives his time and assistance to voluntarily mow lawns for pensioners in our area...." added that he would be evicted from his Homewest accommodation if he did not maintain the garden satisfactorily. No evidence of pending eviction was produced.

The meeting concluded with Mr McGowan asking to look for receipts for the purchase of the lawn mower and the other items he had listed as stolen.

subsequently met with the Manager to give her a receipt from Archie Martin Vox for the purchase of a TV, video and radio cassette, at a total cost of $968.00. The receipt is dated 17 July 1998. reported the robbery to the police on 30 June 1998. also asked that the Trustees give consideration to paying the cost of a new washing machine, as his was in need of repairs.

The Trustees confirmed their decision not to replace lawn mower and refused his request for the cost of a new washing machine. Again, he had failed to demonstrate need.

ITEM 2.3

The Chairman reported that on 8 October 1998, met with him to ask that the Trust pay a deposit of $3,000.00 - $4,000.00 towards the purchase of a Homewest property, near York. told the Chairman that home loan repayments could be as low as $100.00 per week whereas his current rent was $115.00 per week. The Chairman asked to provide all relevant information.

On 21 October 1998, again met with the Chairman. He told the Chairman that the purchase prices of the properties he had in mind were between $70,000.00 and $80,000.00 but that he could borrow only $24,000.00 from Key Start. The Chairman told it was unlikely the Trustees would approve a deposit of greater than $10,000.00 and then only if the housing loan repayments were less than his current rental payments. He asked to investigate the availability of cheaper properties.

Discussion ensued between the Trustees as to whether the Trust could pay a deposit under the specified categories of benefit. It was agreed that as former accommodation was a caravan (which the Trustees had agreed to repair but has now been sold for less than repair costs), request could be categorised as a relocation expense under Housing and Accommodation.

During the course of the meeting, a fax was received from asking the Trust to pay $575.00 arrears of rent and $299.00 to Independent Pawnbrokers to recover pawned power tools.

The Trustees approved payment of rent arrears to be made direct to the landlord but refused a payment to Independent Pawnbrokers.
In relation to the request for a deposit, the Chairman undertook to further discuss this matter with the Trust and to advise him there would be a limit, in the order of $10,000.00, on the financial assistance available from the Trust.

ITEM 2.4

On 20 August 1998 the Trustees refused to pay the cost of rugs for the flat, never having taken up the Trustees' approval dated 14 August 1997 to pay the cost of floor coverings for the lounge room of the flat.

REDACTED asked the Trustees to reconsider their decision. He said he had travelled to the United Kingdom not long after receiving advice of the Trustees' approval and subsequently forgot about a need for floor coverings until winter arrived.

REDACTED also asked the Trustees to approve payment of the cost of a set of upper dentures. The Trustees approved payment of the cost of a set of lower dentures in August 1997.

The Trustees agreed to pay the sum of $200.00 towards the cost of floor coverings and to pay to the dentist the cost of a set of upper dentures.

ITEM 2.5

On 20 August 1998 the Trustees approved payment of the cost of certain household goods, subject to providing a satisfactory explanation as to why he could not personally pay for the goods from his sexual abuse payment of $6,750.00.

A letter of explanation was received from which the Manager considered satisfactory. The Manager arranged payment of the purchase price of the goods.

The Trustees confirmed the Manager's decision that explanation was satisfactory.

ITEM 3  FINANCIAL STATEMENTS

The Trustees noted:

- Balance Sheets for July, August and September 1998
- Profit and Loss Statements for July, August and September 1998
- Trial Balances for July, August and September 1998
- Schedule of Payments made to Beneficiaries to 30 September 1998

ITEM 4

REDACTED requested reimbursement of past reunification travel expenses totalling $2,233.00. The Trustees approved a reimbursement of $233.00 ($2,233.00 less the required deduction of $2,000.00).

ITEM 5

REDACTED requested an interest free loan of $50,000.00 to purchase 42 acres of unserviced land 26kms from York, offering to repay the loan by March 1999.

In support, a letter was received from of Dunedin, New Zealand, advising that she and intended to marry; that she and her two sons would move to WA to live with; she would be selling her property in New Zealand; and from
the sale proceeds she anticipated receiving $80,000.00, from which a loan from the Trust to REDACT could be repaid.

REDACTED request was refused. The proceeds from the sale of REDACTED property could be used to purchase the land in York. The vendor had written to the Trust confirming he was negotiating a sale with REDACT and advising of the significant costs to connect water and power to the land. There was no mention that a delay could result in REDACTE "losing" the land. Peter McGowan commented that it is not the role of the Trust to act as a banker for beneficiaries.

ITEM 6 REDACTED

On 3 April 1997, $2,000.00 was forwarded to REDACT lawyers, Friedman Lurie Singh, on account of the costs and disbursements of a proposed public liability claim. REDACT had requested an interest free loan to be repaid if his claim were successful.

On 13 August 1998, the Manager wrote to Friedman Lurie Singh asking that the amount of $2,000.00 be reimbursed direct to the Trust in the event of a successful finalisation of REDACTE claim. By letter dated 21 August 1998 Friedman Lurie Singh advised that the action had settled on 15 July 1998 and no funds had been retained.

On 24 August 1998, the Manager wrote to REDACT requesting reimbursement of the amount of $2,000.00 from his settlement proceeds. In response, REDACT told the Manager that he had received $47,000.00; he had disposed of the funds except for $800.00; and in any event, he did not understand why the $2,000.00 advanced to his lawyers should have to be repaid.

After explanation from the Manager as to why the Trust was entitled to be repaid, REDACT agreed to write a letter to the Trust setting out how he had disposed of the settlement proceeds and making an offer to repay the amount of $2,000.00.

A letter was subsequently received from REDACT on 9 September 1998 in which he refused to pay "one cent" to the Trust.

The Trustees agreed not to issue recovery action against REDACT but asked the Manager to record that under no circumstances whatsoever would a further request from REDACT be granted.

ITEM 7 REDACTED

On 3 June 1998, on an urgent basis, an interest free loan of $1,500.00 was approved to enable REDACTE to travel to South Africa to attend his mother's funeral. The loan was granted on the basis that the full amount be repaid by ten calendar monthly instalments of $150.00 commencing on 1 August 1998.

REDACTE has paid nothing towards repayment of the loan despite on 5 and 12 October 1998 advising the Manager that he would commence repayments forthwith.

The Trustees instructed the Manager to write to REDACTE advising that the monies remained owing and that recovery action would be considered by the Trustees.

ITEM 8 REDACTED

On 25 June 1998, the Trustees approved a reimbursement of $893.00 for travelling expenses associated with medical treatment between April 1997 and June 1998. REDACTED requested a recalculation of the reimbursement because he had in fact made
twice weekly visits to his chemist (to restrict the number of drugs purchased at any one time to avoid overdosing) and because consultations with Dr Bailey-Brookes had not been taken into account. The Manager recalculated REDACTED claim and recommended a reimbursement of an additional $458.00 which the Trustees approved.

In March 1998 the Trustees refused REDACTED request that the Trust pay the cost of tattoos to cover his scars. REDACTED repeated his request or, in the alternative, that the Trust pay the cost of cosmetic surgery. REDACTED submitted that the sight of the scars was a constant reminder of abuse and subsequent psychiatric problems, thus hindering his rehabilitation.

The Trustees agreed to further consider REDACTED request after receipt of a report from Dr Bailey-Brookes as to the psychological benefit to REDACTED of tattoos or cosmetic surgery and a report as to possibility and the cost of cosmetic surgery. The Trustees agreed that the Trust pay the cost of the relevant reports.

REDACTED also asked the Trust to compensate him, to the extent of $50,000.00, because he unable to take out life insurance due to his history of suicide attempts. This request was refused by the Trustees.

ITEM 9 REDACTED

The Trustees approved payment of $750.00 upon production of a receipt or invoice, being the cost of a fourth Family of Origin programme.

ITEM 10 REDACTED

REDACTED request was that the Trust pay by way of emergency relief:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summons costs</td>
<td>$623.95</td>
</tr>
<tr>
<td>Water Corporation Rates 1998/99</td>
<td>$383.15</td>
</tr>
<tr>
<td>Owners of 187 Canning Highway - Strata Levy Fees</td>
<td>$608.41</td>
</tr>
<tr>
<td>(Final demand issued by lawyers)</td>
<td></td>
</tr>
<tr>
<td>Western Power - (Disconnection Notice issued)</td>
<td>$115.20</td>
</tr>
</tbody>
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Total Requested: $1,740.71

In addition, REDACTED asked to be reimbursed the amount of $450.00 paid by him to Ian R Farquhar, Lawyer, whom he consulted to make submissions to the Trust as to why he should receive a sexual abuse payment of $25,000.00.

REDACTED received a sexual abuse payment of $10,000.00 in December 1997. He told the Manager he had signed the cheque over to a friend, Dave Ducket, now deceased, in repayment of monies borrowed over many years.

In relation to his current financial difficulties, REDACTED said that the unit in which he has resided since December 1997 was purchased by him, but paid for by his foster parents. His agreement with his foster parents is that he pay them "rent" of $104.00 per fortnight. He is responsible for payment of rates, taxes and other outgoings for the unit. REDACTED only income is a disability pension from Centrelink of $360.00 a fortnight. REDACTED said he didn't realise how high the outgoings for the unit would be and had not budgeted accordingly.

The Trustees approved payment of all of the above listed accounts but refused REDACTED request for reimbursement of his legal fees.
ITEM 11

REDACTED has been diagnosed with a grossly incompetent anal sphincter which attributes to anal rape by Br. Angus when REDACTED was aged 13 years.

REDACTED asked the Trust to pay medication costs of $40.00 per week. REDACTED request was granted by the Trustees.

ITEM 12

The Trustees approved payment of up to $439.00 for a new lawn mower, payable to the retailer.

ITEM 13

GENERAL BUSINESS

1. Audit

The Manager reported that an auditor from Deloitte Touche Tohmatsu had attended the Trust's premises on 1 and 2 October 1998.

Dalton Gooding undertook to contact Deloitte Touche Tohmatsu to enquire as to when the audit will be finalised.

2. 1997/98 Annual Report

A draft commentary to accompany the audited accounts was approved by the Trustees.

ADDITIONAL ITEM

REDACTED, the wife of REDACTED, asked that the Trust pay the cost of psychological counselling for her 34 year old son REDACTED. REDACTED is unemployed and recently divorced. REDACTED believes that many of REDACTED problems, financial and emotional, stem back to 1976 when she commenced living with REDACTED. At the time REDACTED was aged twelve years. REDACTED and REDACTED have had a difficult relationship documented by Dr Tim Watson-Munro. Both have had extensive psychological counselling and psychiatric treatment.

The Trustees approved payment of the cost of psychological counselling for REDACTED.

The meeting closed at 9:25am.