

2 4553LET030902A

PHB KGA 2/4553

Melbourne

Philip Brewin **REDACTED**
REDACTED

3 September 2003

Conditis & Associates
Lawyers
PO Box 1357
GOSFORD NSW 2250**BY FAX: 02 4323 2184**

Dear Sirs

**The Salvation Army (South Australia Property Trust) & Keith Ellis ats
Graham Rundle**

I refer to your letter of 19 August 2003 forwarded to our Sydney agents and to the enclosure.

As the ABC program Four Corners of 18 August 2003 suggested, there have been allegations of abuse advanced by a number of persons who have been in the care of The Salvation Army in the past. The Army's attitude to those claims (and claimants) is generally reflected in what Mr Dalziel said on that program.

In the case of your client, Mr Ellis denies the allegations of abuse your client makes against him and he is defending the allegations. The Army is alleged, inter alia, to be vicariously liable for the actions of Mr Ellis and as matters stand it will accordingly defend the allegations.

The Army is endeavouring to investigate, as far as it can, your client's allegations of his abuse by others. The Army has no insurance covering your client's allegations and is committing its own resources to investigation and defence of the claim.

The Army's resources are limited and dedicated to its charitable objects. Where allegations of abuse are denied or controverted The Army must act on advice to defend them.

When the defence of proceedings is disadvantaged or compromised by a long time lapse between the alleged abuse and the commencement of proceedings, the Army considers it appropriate to raise those issues in terms of Section 48(1) of the Limitation of Actions Act 1936 (South Australia). The Army sees your client's case as falling into this category.

Accordingly we advise that The Army will not consent to your clients application.

Yours faithfully

Nevett *ford*
Philip Brewin