ROYAL COMMISSION INTO INSTITUTIONAL RESPONSES TO CHILD SEXUAL ABUSE AT SYDNEY

COMMONWEALTH OF AUSTRALIA

Royal Commissions Act 1902

PUBLIC INQUIRY INTO THE RESPONSE OF TOWARDS HEALING

REVISED SUBMISSIONS OF COUNSEL ASSISTING THE ROYAL COMMISSION IN RELATION TO JOAN ISAACS

Contents

INTRODUCTION TO CASE STUDY 4 ........................................................................................................2
Submissions made in relation to Case Study 4 ..................................................................................3
Response to general issues raised by the Church parties .................................................................3
OVERVIEW OF JOAN ISAACS’ TOWARDS HEALING PROCESS ..................................................5
Joan Isaacs’ Evidence about the Abuse .............................................................................................5
Criminal Trial ......................................................................................................................................7
Towards Healing Process ..................................................................................................................7
Facilitation .......................................................................................................................................12
Written Apology ...............................................................................................................................15
Negotiations relating to compensation ............................................................................................16
Counselling ......................................................................................................................................18
Monetary offer ................................................................................................................................19
Deed of Release ...............................................................................................................................20
HANDLING OF COMPLAINT BY THE PROFESSIONAL STANDARDS OFFICE QLD .................24
Information provided prior to facilitation .......................................................................................24
Attendance of lawyer at the facilitation ...........................................................................................25
Mrs Isaacs’ husband did not attend the facilitation ........................................................................26
Payment for Mr Deed’s fees ..............................................................................................................26
Issue of compensation at facilitation ...............................................................................................27
Consent in relation to the appointment of facilitator .....................................................................28
HANDLING OF COMPLAINT BY CHURCH AUTHORITY ...............................................................29
INTRODUCTION TO CASE STUDY 4

1. The fourth public hearing by the Royal Commission examined Towards Healing which is a set of principles and procedures established by the Catholic Church for a person who has been, relevantly for this Royal Commission, sexually abused by a priest, religious or other Catholic Church personnel.

2. The issue of redress for child sexual abuse victims will be considered during a number of case studies, in issues papers and public forums. This public hearing on Towards Healing is a component of this.

3. The public hearing was held from 9 December to 19 December 2013 and 22 to 24 January 2014. The Royal Commission heard evidence from four victims who had participated in the Towards Healing process, two legal representatives who had acted during the process, personnel who worked for the Professional Standards Offices and Catholic Church Insurances, and members of the relevant Church authorities who had engaged with the victims during their Towards Healing processes.

4. The following systemic issues arise from this case study and will be the subject of further consideration by the Royal Commission:
   a. The separation of the pastoral response by the responsible Church Authority from the payment of reparation and the payment of or for services (ie counselling)
   b. The separation of the responsible Church Authority from investigation/assessment of a complaint
   c. Criteria for determining amount of reparation
   d. The involvement of the responsible Church Authority in decisions as to amount of reparation paid
   e. The role of legal and insurance advisers in negotiations and decisions as to amount of reparation paid
   f. The role of apologies from the responsible Church Authority in healing for survivors
   g. Consultation about facilitators/mediators in a redress scheme
   h. The independence of decision makers in a redress scheme (ie their independence from the institution where the abuse is alleged to have occurred)
   i. The independence of facilitators/mediators makers in a redress scheme (ie their independence from the institution where the abuse is alleged to have occurred)
j. Legal representation of complainants in a redress scheme
k. Funding for legal representation of complainants in a redress scheme
l. Disciplinary action against accused.

Submissions made in relation to Case Study 4

5. Following the public hearing, Counsel Assisting made written submissions which were provided to parties with leave to appear. Many of these parties made written submissions in reply.

6. Counsel Assisting have considered all written submissions in reply, and have revised their submissions having carried out that task. These revised submissions in relation to Mrs Joan Isaacs are below.

7. In the event that any party with leave wishes to make revised written submissions, they should do so by 22 August. They should clearly indicate which, if any, aspects of their initial submissions should be considered by the Royal Commissioners and which, if any, new submissions they wish the Royal Commissioners to consider.

8. Parties should also advise whether they wish to make oral submissions. A date will be advised if oral submissions are to be made. Any oral submissions should respond to counsel assisting’s revised submissions.

9. Aside from some general issues raised in the submissions of the Church parties, which are responded to in the section immediately below, these submissions do not refer specifically to the submissions made by other parties.

Response to general issues raised by the Church parties

10. The submissions on behalf of the Church parties begin by making some general comments/submissions. In that regard, the Church parties (at [16]) say that the Towards Healing protocol is a statement of the Church’s “position” and (at [18]) that it puts forward a series of “possible steps” in a process “which is, and is intended to be, inherently flexible”. That approach to the interpretation and implementation of Towards Healing serves in the Church parties’ submissions to excuse and justify departures from, or actions inconsistent with, the Towards Healing protocol.

11. While it is accepted that the Towards Healing protocol is not “a legislative instrument or a commercial contract” (cf. Church parties [16]), it is a “document [which] ... states public criteria according to which the community may judge the resolve of Church leaders to address issues of abuse within the Church”. Moreover, the document acknowledges the following:

   If we do not follow the principles and procedures of this document, we will have failed according to our own criteria.

12. Having publically committed itself to the principles and procedures set out in Towards Healing, and having invited public judgement on whether it has followed those principles and procedures, it is surprising that the Catholic Church in Australia now says that those principles
and procedures are in effect optional, and that it is only compliance with “a substantive or essential principle of the protocol” (Church parties [19]) which is required.

13. Further, the Church parties (at [48]) say that no accepted or objective meaning of either “justice” or “compassion” was proposed or established and (at [51]) it was necessary to establish, “by evidence”, what is meant by and required by “justice” and “compassion” before any adverse finding could be made that there was a failure to meet those standards. That approach is contested. Even in a court of law applying the rules of evidence, evidence of the meaning of a word is neither necessary nor admissible save in respect of specialised technical meanings — an exception that does not apply in this case. Moreover, none of the witnesses expressed any difficulty with regard to the meaning of “justice” or “compassion” and no objection was made with regard to the use of those words in questioning the witnesses.

14. It is the ordinary meanings of those words in the context in which they appear in the Towards Healing protocol that is relied on. Towards Healing commits the Catholic Church in Australia, and its various formations, to a “just and compassionate” response to victims of child sexual abuse. It is the ordinary way in which readers of that public commitment will understand it that matters. That is the standard to which the formations of the Catholic Church in Australia and its personnel are accountable.

15. It is accepted that minor departures from the Towards Healing protocol should not be visited with specific critical findings of the Royal Commission. The available findings are intended to identify sufficiently significant failures to warrant critical findings of the Royal Commission.

16. It is accepted that the simple syllogism set out by Church parties (at [50]) is not, on its own, an acceptable basis of reasoning. Failures to follow Towards Healing might arise from a failure to act in accordance with the principles of Towards Healing, including justice and compassion for victims, or a failure to follow the procedures of Towards Healing. It may be that a failure to follow the procedures is also a failure to act in accordance with the principles, but that is not necessarily so. It is not accepted that the submissions of Senior Counsel Assisting adopt the identified syllogism without more.

17. It is not accepted that the actions of a Church Authority in respect to disciplining an offender do not properly fall within the parameters of a study on Towards Healing [15]. Clause 42 of Towards Healing (2010) clearly requires the future ministry of the person accused to be considered, and that such decisions are consistent with Church law.

18. The Church parties submit that an adverse finding in relation to an individual should only be proposed or made if the relevant assertion has been put to the individual directly and fully [1.4].

19. This submission is not accepted.

20. First, the rule of evidence in Browne v Dunn does not apply to proceedings before the Royal Commission which are inquisitorial in nature and not adversarial. Secondly, the Royal Commission’s Practice Guideline 1 (2013) provides that “If the Royal Commission is to be invited to disbelieve a witness, the material grounds upon which it is said that the evidence should be disbelieved should be put to the witness so that the witness may have an opportunity to offer an explanation” [67].

21. Finally, there is no doubt that the Royal Commission cannot report adversely without first giving a person an opportunity to answer the matters put against them and to put submissions as to findings or recommendations that might be made (Ainsworth v Criminal Justice

22. It is accepted that the factual foundation for the submission as to an adverse finding should be put to the witness. It is not accepted that the adverse finding itself must be so put. It is through the process of submissions that individuals are provided with the opportunity to respond to any adverse findings submitted to be available on the evidence by counsel assisting (see Bond v Australian Broadcasting Tribunal (1988) 19 FCR 494 at 512). It is always open to any person or institution with leave to seek a further opportunity to put evidence before the Royal Commission, prior to the conclusion of the submission process.

23. Matters of policy are not the subject of submissions by Counsel Assisting. As is stated below, systemic issues will be identified and addressed further in the Royal Commission’s work [cf section 1.6]

24. The Church parties also said that they offered to adduce evidence from witnesses on the Towards Healing process generally, but that that proposal was not accepted by the Commission (Church parties at [77]). This is not accepted. The solicitors for the Church parties offered to provide a presentation to the Commissioners in its boardroom as to the operation of Towards Healing. For obvious reasons, that was declined.

25. At no time did the Church parties propose additional witnesses which were declined to be called by Counsel Assisting in relation to the general operation of Towards Healing.

26. As to section 1.8 of the Church parties’ submissions, it is not accepted that analysis of the four sub-studies within the present case study is not possible or appropriate in the absence of “evidence from witnesses on the Towards Healing process generally” (Church parties at [77]). The development of the Towards Healing process over the years is apparent from the different revised versions from 1996 to 2010 as well as the reviews which preceded each version. It is the protocols themselves that were held out by the Catholic Church in Australia as applying at the different times and therefore to the different sub-studies.

OVERVIEW OF JOAN ISAACS’ TOWARDS HEALING PROCESS

Joan Isaacs’ Evidence about the Abuse

27. Joan Isaacs was sexually abused by a Catholic priest, Father Francis Edward Derriman from 1967 to 1968. She was 14 to 15 years of age at the time and a student of the Sacred Heart Convent at Sandgate in Brisbane. Father Derriman was a priest of the Archdiocese of Brisbane and chaplain of the Sacred Heart Convent at the time.

28. The sexual abuse was preceded by a period of grooming by Father Derriman. In 1967, Mrs Isaacs had contact with Father Derriman through lessons of religion, mass and confession. 

---

1 Ex 4-3 Isaacs [4]; Ex 4-2 Tab 6
2 Ex 4-3 Isaacs [4]; Ex 4-2 Tab 6
3 Ex 4-3 Isaacs [4]; Ex 4-2 Tab 6
4 Ex 4-3 Isaacs [4]
5 Ex 4-2 Tab 6 [5]
Father Derriman also “became close” to her family to the extent that he visited the family home for dinner “on frequent occasions, including his birthday.”

29. In 1968, on occasion, Father Derriman would drive Mrs. Isaacs home from school. Mrs. Isaacs recalled that, around this time, Father Derriman confided in a small group of students, of which she was a part. She stated that Father Derriman:

created a cult-like group which included myself and three other children. Frank Derriman used the Peanut comic as a platform and used the surname ‘Brown’ in reference to himself, the three other children and me. I believe that this conduct of Fr. Derriman is what would today be called ‘grooming’.

30. Mrs. Isaacs maintained friendships with the other three children in the “Brown” group. Two girls out of the group have told her that Father Derriman also sexually abused them. Mrs. Isaacs said that one of them took steps to have him criminally charged in respect of her sexual abuse and the other girl was pregnant with Father Derriman’s child at the age of 17 years.

31. Father Derriman wrote letters to Mrs. Isaacs and told her that he was suffering from a fatal lung condition and would soon die. On a number of occasions he told her that she needed to have sex with him before he died. She gave evidence that:

He told me that he could have sex with me once I attained the age of 16, so I was terrified of turning 16 to the point of being suicidal. On one occasion he acted out a fit in front of the ‘Brown’ group.

32. Before the end of 1968, Father Derriman was transferred to another nearby parish. He remained ministering as a priest whilst at this parish and maintained a relationship with one of his victims – the one who subsequently had his child and whom he married.

33. Mrs. Isaacs has suffered in many ways as a result of the sexual abuse by Father Derriman. She said:

I have had recurring depression throughout my adult life, which has involved suicidal ideation and insomnia. Prior to the abuse, I was one of the top students in my class and, both during and subsequent to the abuse, my results deteriorated significantly and I consequently struggled to attain employment qualifications. I have also had serious difficulties in my marital relationship. During my working life I wasn’t able to work full time at times, even though I was working as a qualified teacher, because of my depression and other difficulties. I feel that my life has taken a whole different track to what it would have taken had this not happened.
Criminal Trial

34. Almost 30 years following the abuse, Mrs Isaacs was motivated by several factors to take action against Father Derriman. In 1996, she saw Father Derriman for the first time in nearly 30 years on the beach with a young woman and a child. Mrs Isaacs said that she “felt really traumatised by knowing that nothing had changed in his life and he was still interested in young women.” She also knew that Towards Healing was being developed as a protocol for dealing with abuse victims.”

35. On 27 August 1996, Mrs Isaacs wrote to The Very Rev Dr James Spence who was a priest of the Archdiocese of Brisbane and asked him to “send [her] details of procedures for investigation claims of abuse from within the Church”. On 2 September 1996, Father Spence replied and enclosed a protocol document. He further stated, “If I can be of any assistance to you, please don’t hesitate to telephone [redacted].”

36. On 10 December 1998, Father Derriman was convicted of two counts of indecent dealing against Mrs Isaacs. Father Derriman’s conviction followed two committal hearings and a trial. At the time the offences were committed, the maximum penalty was imprisonment for two years. At the time of sentence it was ten years. Father Derriman was sentenced to one year imprisonment, to be suspended after serving four months.

37. Judge McGuire stated, “You played on her emotions by pretending you were so chronically sick as to be in danger of imminent expiration” and described two incidents as involving a “good deal of premeditation and deceit.” Judge McGuire also made the following remarks, “By virtue of your office you were in a position of dominance over the complainant. Your acts constituted a gross and flagrant betrayal of priestly trust.”

38. Mrs Isaacs waited until Father Derriman was convicted before initiating the Towards Healing process. She felt that if she pursued a complaint with the police, and Father Derriman was found guilty of any charges, Towards Healing would be an easier process to go through because she “wouldn’t have to prove anything anymore.”

Towards Healing Process

39. In January 1999, Mrs Isaacs telephoned Dr Kenneth Robertson, Convenor of the Professional Standards Office in Queensland, who told her “in general terms what the process involved”. At the time Towards Healing (1996) was in operation. Dr Robertson was listed as a contact
person on a Towards Healing pamphlet that Mrs Isaacs obtained from her parish and was someone who was known to her.25

40. On 12 February 1999, Mrs Isaacs wrote to Dr Robertson informing him of her intention to enter the Towards Healing process26 and indicated that she had authorized her solicitor, Peter Deed, to act on her behalf. In her letter, Mrs Isaacs complained that she was not contacted by the Church following Father Derriman’s conviction:

In spite of being informed about Derriman’s activities at the time, the Catholic Church made no attempt to help me as a victim. Archbishop Bathersby in a media statement released on 19 October 1998 stated that the needs of victims are “a priority”. No attempt was made by the current Church hierarchy to either contact me or to assist me since my trial in December.27

41. She also indicated that she sought an apology, counselling and compensation from the process. She wrote:

I seek an apology from the Church which failed to protect me from this abuse. I seek an apology from the Church which abandoned me in spite of having knowledge of my circumstances at the time. At my trial, Judge Fred McGuire made significant comments about the effects of Derriman’s indecent dealings on me and my life during the ensuing period of thirty years. I formally seek compensation for the abuse and the subsequent effects that this had had on my life. As I require ongoing counselling, I seek support from the Church to enable this to continue.28

42. A handwritten note by Dr Robertson indicates that on 22 February 1999 he spoke to Mrs Isaacs and “advised her of the delay caused by Bishop John’s operation” and also “explained about facilitated meetings - She needs to tell her story and have her needs provided for”.29

43. The reference to “Bishop John” was to Bishop John Gerry, former Auxillary Bishop who was assigned by the then Archbishop of Brisbane, Archbishop John Alexius Bathersby to deal with Towards Healing matters.30 Bishop Gerry was at the time recovering from major surgery.31

44. On 2 March 1999, Dr Robertson forwarded Mrs Isaacs’ letter dated 12 February 1999 to Bishop Gerry and suggested that he arrange for a facilitated meeting between Bishop Gerry, Mrs Isaacs and her husband.32 A handwritten note by Dr Robertson records that on the same day Dr Robertson spoke to Mrs Isaacs who indicated that “she wants Peter Deed at the meeting”.33

45. On 8 March 1999, Mrs Isaacs provided Dr Robertson with her police statement and victim impact statement along with a personal statement detailing the psychological, emotional and sexual abuse that she suffered and details of her reporting of the offences to Church
authorities at the time of the abuse.\textsuperscript{34} In her letter, Mrs Isaacs acknowledged the difficulty in providing the documents to Church authorities which she wrote were “very personal and painful aspects of my life.”\textsuperscript{35} She also informed Dr Robertson that her lawyer, Mr Deed, “wishes it be known that a full psychiatric report will be made available in the near future.”\textsuperscript{36} Dr Robertson forwarded these materials to Bishop Gerry on 11 March 1999.\textsuperscript{37}

46. Dr Robertson determined that no contact report or assessment was necessary and Mrs Isaacs’ process proceeded straight to facilitation.\textsuperscript{38} This was due to Father Derriman’s criminal conviction and because Mrs Isaacs had also supplied various documents which established the relevant facts.\textsuperscript{39}

47. On 19 March 1999, Bishop Gerry wrote to Mrs Isaacs and advised that he was unwell and would be unable to attend a facilitation for at least two months.\textsuperscript{40} He acknowledged the importance of Mrs Isaacs having the opportunity of “meeting someone representing the Archdiocese as soon as possible to begin the much delayed process of healing of the abuse that [she had] suffered at the hands of a priest” and “acknowledged that [her] earlier experience, when [she] turned to those from whom you might have expected support, was totally disappointing and distressing”.\textsuperscript{41}

48. Bishop Gerry explained that Father Adrian Farrelly, the Judicial Vicar of the Regional Tribunal of Brisbane, had been identified by Archbishop Bathersby as the Church Authority in Bishop Gerry’s absence, and offered for him to attend in his stead.\textsuperscript{42} Although Mrs Isaacs was given the opportunity to wait until Bishop Gerry was available, she said that “after the many years of trauma” she had experienced she “wanted the Towards Healing process resolved as quickly as possible” and therefore “felt it was the best option to go with Dr Adrian Farrelly”.\textsuperscript{43}

49. Bishop Gerry’s letter also offered Mrs Isaacs the services of Esther Trust, “a resource available in the Archdiocese to help people who are victims of abuse or violence.”\textsuperscript{44}

50. A handwritten note by Dr Robertson indicates the following interaction with Mrs Isaacs in late March:

Mar 23 Spoke to Joan Isaacs re Bishop John’s letter. She wants to meet with Dr Adrian Farrelly as long as the case moves on. – She has her own Counsellor and wants to retain this Counsellor – Need to find out suitable dates – Peter Deed is her lawyer and support person.\textsuperscript{45}

\textsuperscript{34} Ex 4-2 Tabs 12, 13 and 13A  
\textsuperscript{35} Ex 4-2 Tab 12, Ex 4-3 Isaacs [19]  
\textsuperscript{36} Ex 4-2 Tab 12  
\textsuperscript{37} Ex 4-2 Tab 46; Ex 4-5 Robertson [36]  
\textsuperscript{38} Ex 4-5 Robertson [42]  
\textsuperscript{39} Ex 4-5 Robertson [42]  
\textsuperscript{40} Ex 4-3 Isaacs [20] – [21]; Ex 4-2 Tab 15  
\textsuperscript{41} Ex 4-2 Tab 15  
\textsuperscript{42} Ex 4-2 Tab 15  
\textsuperscript{43} Ex 4-3 Isaacs [21]  
\textsuperscript{44} Ex 4-2 Tab 15  
\textsuperscript{45} Ex 4-2 Tab 46; Ex 4-5 Robertson [38]
51. On 1 April 1999, Dr Robertson wrote a letter to Mrs Isaacs\textsuperscript{46} and to Dr Farrelly\textsuperscript{47} setting out details for a meeting between them on 20 April 1999. Dr Robertson summarised who would be involved, what would be discussed and where it would be held. The letter stated:

*Re our telephone conversation concerning a meeting between Ms Joan Isaacs and Fr Adrian Farrelly. The following arrangements have been made with both parties.*

- **Attendance** - Ms Joan Isaacs; Mr Peter Deed (Support Person); Fr Adrian Farrelly; Ms Bernadette Rogers (Facilitator)

- **Agenda** - Should relate to the needs set out by the victim: Apology; Counselling; Compensation

*Should there be any difficulty with any of the above aspects of the proposed meeting, please contact me.*\textsuperscript{48}

52. On 13 April 1999, Mr Laurie Rolls, who was and currently remains employed as Manager of Special Projects at the Archdiocesan insurer, Catholic Church Insurance ("CCI") wrote to the CCI Claims Manager, Mr Paul Reynolds, noting that he would "write to Bishop Gerry to advise him of the position with regard to the QBE Liability Policies and the CCI Special Issues Cover."\textsuperscript{49}

53. On 19 April 1999, Mr Rolls wrote to Bishop Gerry\textsuperscript{50} in relation to those matters and also "set out [his] views as to some of the factors relevant to that meeting", including detailed advice concerning how Father Farrelly was to conduct himself at the facilitation. Mr Rolls advised:\textsuperscript{51}

...You will, of course, be considering the claims from a pastoral viewpoint. It has been the custom of the Archdiocese in such cases to give sympathetic hearing to applications for assistance with counselling and other like expenses in recognition of the suffering experienced by the applicant, although it is clearly understood the responsibility lies with the alleged offender rather than the Archdiocese.

Further, there may be commercial reasons for offering to pay some compensation on an ex gratia basis. Notwithstanding the claimant’s difficulty in commencing legal process, she may nevertheless attempt to do so and legal expenses will be incurred in responding.

I understand Father Adrian Farrelly is meeting with Ms Isaacs and her support person, Mr Peter Speed on Tuesday 20\textsuperscript{th} April. I am concerned that Mr Speed happens also to be a lawyer. I have suggested to Father, he should bring the meeting to close, if Mr Speed engages in legal argument and agree to continue only with a lawyer representing the Archdiocese present. It should also be remembered, if Ms Isaacs resorts to legal representation, she forfeits the right to your continuing offer of pastoral communication.

\textsuperscript{46} Ex 4-2 Tab 17
\textsuperscript{47} Ex 4-2 Tab 16
\textsuperscript{48} Ex 4-2 Tabs 16 and 17
\textsuperscript{49} Ex 4-2 Tab 17A
\textsuperscript{50} Ex 4-2 Tab 18
\textsuperscript{51} Ex 4-2 Tab 18
Father Farrelly agrees he will engage in a form of apology which expresses sorrow that such events could take place, that a priest of the Archdiocese could act in such a manner but will avoid any suggestion the Archdiocese is itself responsible for the actions of the priest.

He will agree to consider the cost of counselling, preferably with our own service, Centacare. It may not be possible to insist on this. If not, no open ended arrangement is to be considered. Rather, a set number of sessions over specific period will be agreed. Depending on how much counselling has already taken place, it is not uncommon to agree to ten sessions over a six month period, followed by review.

On the question of compensation, Father will suggest he is not in a position to negotiate but will need to refer to the financial advisers of the Archdiocese on the question of whether a payment is required to be made, as well the appropriateness of any amount proposed. It is difficult sometimes for lay persons to understand why a Bishop or an Episcopal Vicar suggests he cannot decide such matters. It is useful then to refer to the principle that the monies held by the Archdiocese are the property of the Catholic community held in trust and formal procedures are in place governing the process of making disbursements for particular purposes...

54. Father Farrelly gave evidence that although he could not recall whether he saw the letter before or after the facilitation date, the views expressed by Mr Rolls in his letter were virtually the same as those which he conveyed to him during their telephone conversation prior to the facilitation.

55. Prior to the facilitation, Father Farrelly prepared typed notes which he used as an aide memoire at the meeting.

MEETING WITH JOAN ISAACS

Peter Deed (support person) and Bernadette Rogers (Facilitator)

1. Apology, counselling, compensation.


3. Sorrow that you were abused by a priest in this way. Court proceedings show the effects of that behaviour.

4. I am entitled to offer assistance with on-going counselling – 6 months (10 sessions) then review.

---

52 Ex 4-2 Tab 18
53 Ex 4-10 Farrelly [21]
54 Farrelly T2634: 13-17; Ex 4-10 Farrelly [22]
55 Ex 4-10 Farrelly [23]
5. Re compensation I am not entitled to settle with you. 56

56. Father Farrelly gave evidence that the notation, “1. Apology, counselling, compensation”, 57 referred to three matters that he understood Mrs Isaacs wanted from the meeting. 58 Father Farrelly agreed that going into the meeting, he was not able to offer Mrs Isaacs any compensation, 59 that he was to express sorrow but not offer an apology 60 and that he was entitled to offer ten sessions of counselling and then a review. 61

57. Father Farrelly agreed that he did not do anything prior to the meeting to inform Mrs Isaacs of his limited role so as to enable her expectations to be set as to what he did and did not have authority to do. 62 On reflection, Father Farrelly stated that, “it would... have been better if Bishop Gerry or Archbishop Bathersby had met Mrs Isaacs in person at some stage.” 63

58. Archbishop Coleridge, the current Archbishop of the Archdiocese of Brisbane said that it was available to Bishop Gerry to suggest that a more senior member of the Church, such as the Archbishop attend the facilitation but “[c]learly it wasn’t the kind of communication that took place between the two men.” 64 He said that “as successor to Archbishop Bathersby, I would be very strongly committed to attending facilitations.” 65

59. Archbishop Coleridge agreed that the person who was delegated by Bishop Gerry to attend the facilitation was a person who had no authority to give Mrs Isaacs anything that she wanted. Archbishop Coleridge said he thought the then Archbishop should have attended the facilitation:

I am slightly puzzled by the choice of Father Farrelly at the time, a fairly junior member of the archdiocesan team, if I could put it in those terms. It was unfortunate, to put it mildly, that Bishop Gerry was out of action. Frankly, this is a point where, personally, I think the archbishop, wherever possible, should attend facilitations. 66

Facilitation

60. On 20 April 1999, the facilitation took place at Centacare in Fortitude Valley, Brisbane. Mrs Isaacs, Bernadette Rogers, Father Farrelly and Mr Peter Deed were in attendance.

61. Mrs Isaacs gave the following evidence in relation to her expectations leading up to the facilitation:

My expectation leading up to the facilitation was that I would be dealt with warmly, the people involved would accept what I had to say, they’d understand
that what was said in the past was true, that I’d been let down in the past, and I would be able to move forward and get that apology. I also expected to receive counselling and compensation. Compensation was not a big part for me, but I just knew that I might get words that were empty if I didn’t go that step and ask for compensation and I thought that this would be paid for by the Catholic Church.67

62. Ms Isaacs documented her experience of the facilitation in a diary entry dated 22 April 1999. She wrote:

When we finished the meeting we left the building quite different people than when we had arrived. I felt a sense of relief and achievement that I had at last dealt with something so important in my life. The facilitator was clearly moved. Her hands were still shaking as we said our “goodbyes”. She said that although she had done a number of these interviews this one had left her visibly shaken. [Father Farrelly] said he would never be able to talk or read about the subject of abuse without seeing my face before him. I thought that was a good outcome...

For me, I have now done what I set out to do. There are formalities to be seen to, but that is not my personal concern. It is now a job for the lawyers and they are welcome to that job. Whatever the outcome I will be content that I have challenged the system – both the legal system and the Church and that I have finally been heard. My life will still be difficult at times. The pain will go on. But I have done what I had to do. It has just taken 31 years to get there.68

63. Father Farrelly wrote a facilitation report “very soon after” the facilitation.69 In relation to the matter of the apology, he recorded that he “did not offer an apology on behalf of the Church but did express [his] sorrow at what had happened to her”.70 Father Farrelly gave evidence that he should have offered an apology on behalf of the Church at the meeting.71 Although Mrs Isaacs “felt that Dr Farrelly really got in his heart and stomach what happened to me” she thought that it was “not good enough” and also requested a written apology signed by the Bishop.72 Father Farrelly conveyed that he did not have instructions about this matter but that he would raise it with the Bishop.73 At this point, Mrs Isaacs felt that the matter was “left up in the air” after she had “made it quite clear” that a written apology was what she wanted.74

64. The facilitation then moved to the issue of counselling. Mrs Isaacs said that she told Father Farrelly that she had been seeing a counsellor, Ms Lynn O’Donoghue at her own expense “for quite some years” and that she wished for the church to pay for ongoing counselling from that point.75 Father Farrelly recorded in his facilitation report that Mrs Isaacs “does not see her
counsellor on a regular basis but, from time to time, will see a great need; at other times, a less need. This perception of need is what determines when she visits the counsellor.” 76

65. Father Farrelly offered that the Church would pay for ten sessions of counselling and then review the situation after that time. 77 Mrs Isaacs “was content with that offer as a starting point” and viewed it as an interim measure which would be reviewed after the ten sessions. She raised however that she “was not told of any criteria regarding a review.” 78

66. Mrs Isaacs then raised the issue of compensation. Father Farrelly wrote in his facilitation report:

This was not, she reiterated, her primary motive in having the meeting. The first thing she wished to happen was for the Church to hear, listen to what happened to her, and to respond to that… She was hurt by this incident and hurt badly and, as she said, she does want the Church to feel some of that hurt through a compensation payment…I responded by saying I was not entitled to discuss the allocation of monies entrusted to the Church, but would refer the matter to the appropriate processes and advisers who needed to be involved in such decisions”. 79

67. Mrs Isaacs said that prior to the facilitation, she had not been told that Father Farrelly did not have authority to negotiate compensation. 80 However, Mrs Isaacs understood that there would be further discussions between her solicitor and the Church about the quantum of compensation. At that stage she “had no idea what sort of amount would be considered or how it would be determined” 81 and “had no understanding of how long the negotiations between Peter Deed and the Church might take, but thought maybe a couple of months.” 82 The ensuing period of negotiation exceeded two years. Ultimately, the amount Mrs Isaacs received was $30,000. After legal and health commission expenses of about $20,000, she used the remaining money to buy a sewing machine and some shares. 83

68. In his facilitation report, Father Farrelly also recorded Mrs Isaacs’ disappointment in not being seen by one of the Bishops. He wrote, “She was very keen on the Bishops themselves hearing what she had gone through and having her face in their mind when they think about these matters.” 84 On 26 April 1999, Mrs Isaacs reiterated this view in a letter to Father Farrelly expressing her suggestions for how the Church’s response to other victims could be improved in the future. She said that, “It would take a great deal of courage to do this however, this approach would be seen as a more genuine and meaningful response.” 85

69. On 27 April 1999, Ms Rogers provided a short facilitation report to Dr Robertson. Ms Rogers gave evidence that the brevity of the report she produced was consistent with reports that she
wrote in the early years of her experience as a facilitator. Dr Robertson also said that it was “reasonably typical of the facilitation reports I would receive at around that time.” Amongst other matters, Ms Rogers’ report recorded that “ongoing discussions will take place in relation to compensation.”

70. Dr Robertson spoke to Mrs Isaacs on 29 April 1999. His note records:

April 29  Rang Joan – meeting went well, impressed with Dr Farrelly – feels a great sense of relief – advised that the process is now complete and the question of compensation will now be settled at the lawyer level.

Written Apology

71. Father Farrelly addressed Mrs Isaacs’ request for a written apology with Bishop Gerry on 21 April 1999. Upon Bishop Gerry’s instructions, he prepared a draft apology and sent it to Mr Rolls to “run it by [him] to see what [his] thoughts about the request and the letter were”. Father Farrelly gave evidence that he did so because “given all these other issues - insurance, compensation, liability and all those things - that were in people's minds back in 1999, that seemed to be a prudent thing to do, to consult the ones with the experience to see what they thought.” Father Farrelly gave evidence that he had no recollection of receiving a response from Mr Rolls.

72. The apology that was ultimately sent to Mrs Isaacs by Bishop Gerry on 30 April 1999 was in very similar terms to that drafted by Father Farrelly, save for some amendments. For example, the sentence, “I am sorry that you were not believed when you told other priests what had happened to you”, was replaced in Bishop Gerry’s letter with the sentence, “The response made at the time was less than you could have rightly expected.” Despite a memorandum from Mr Rolls to Mr Reynolds dated 10 June 1999 indicating that Mr Rolls had “instructed Bishop Gerry to remove” that sentence from the letter, Mr Rolls had no recollection of “instructing” Bishop Gerry to do so, nor of any conversation with the Bishop about the draft apology. He said that if he suggested to the Bishop that it should be removed, he did not know why. Bishop Gerry took responsibility for all and any changes to the draft apology which Father Farrelly had prepared.

73. Nevertheless, Mrs Isaacs gave evidence that the first thing that entered her mind when she read the letter from Bishop Gerry was “that it had been written by a lawyer, not by Bishop Gerry” and “said sorry for what happened, but that the Church had no role to play.” This caused Mrs Isaacs to feel “as though the Catholic Church were completely distancing
themselves from Frank Derriman to protect themselves from any responsibility and maybe litigation.”

Negotiations relating to compensation

74. The ensuing period of negotiation in relation to compensation exceeded two years. Mr Peter Deed of Cranston McEachern continued to represent Mrs Isaacs and the compensation aspect of the matter was handled by the Archdiocesan lawyer, Mr John Moore of Thynne and Macartney, with the participation of Messers Laurie Rolls and Paul Reynolds from CCI as the Archdiocese's insurer. Reverend Dr James Spence, the former Archdiocesan Chancellor was nominated by Archbishop Bathersby to act as a “conduit” or “liaison person” between the Archdiocese of Brisbane and the lawyers and insurers involved. Reverend Dr James Spence, the former Archdiocesan Chancellor was nominated by Archbishop Bathersby to act as a “conduit” or “liaison person” between the Archdiocese of Brisbane and the lawyers and insurers involved. Father Spence was the main point of contact within the Archdiocese for these advisers on most issues in relation to the legal claim for compensation, and was periodically consulted and asked for confirmatory instructions. Father Spence relied on those advisers in relation to all insurance and legal matters.

75. On 31 August 1999, Mrs Isaacs’ solicitor, Mr Deed submitted to Thynne & Macartney a claim for compensation with various attachments on behalf of Mrs Isaacs. The total amount claimed was approximately $358,682. This included claims for general damages, aggravated and exemplary damages, special damages and past and future economic loss totaling some $259,632. Attached by way of support was a report dated 22 April 1999 from Dr Donald Grant, psychiatrist, and an economic loss report dated 20 August 1999 from Vincents, Chartered Accountants.

76. From this point onwards, the parties held differing views as to the characterisation of the negotiation process regarding compensation. Mrs Isaacs was under the impression that the negotiations as to compensation were a consequence that flowed from the facilitation held under Towards Healing. Father Spence and Mr Rolls on the other hand, both understood that following the claim for compensation submitted by Mr Deed, Mrs Isaacs was no longer engaged in the Towards Healing process. Father Spence said that:

"this step taken by Mrs Isaacs’ lawyer confirmed [his] understanding that, apart from the ongoing counselling sessions which Mrs Isaacs was having, she was no longer engaged in a Towards Healing process, but rather was pursuing a substantial, detailed, legal claim for compensation...When Ms Isaacs sought to press a claim for compensation, the Archdiocese essentially moved into a defensive litigation stance and there followed a drawn-out two year period

97 Ex 4-3 Isaacs [35]
98 Ex 4-11 Spence [60]
99 Spence T2659: 15-17
100 Spence T2658: 47
101 Ex 4-11 Spence [50]
102 Ex 4-11 Spence [60]
103 Ex 4-11 Spence [60]
104 Ex 4-2 Tab 40
105 Ex 4-3 Isaacs [39]
106 Ex 4-11 Spence [59] – [60]
107 Ex 4-7 Rolls [57] – [58]
before the matter was resolved. Apart from the provision of counselling which continued for some time, there was not further engagement with her on a pastoral level. I regret the lack of any further pastoral contact with Mrs Isaacs. I would also hope that if similar circumstances arose today, I would realise the importance of continuing concern for the welfare of the victim.  

Mr Rolls said that the nature and format of the calculations of the claim were “typical of such claims made by solicitors in common law personal injuries cases, outside the context of Towards Healing”. He viewed that the “claim was now being treated as an insurance claim against the Archdiocese and was outside the Towards Healing process”.  

In a letter dated 21 September 1999, Thynne & Macartney advised Father Spence that he should not discuss the issue of compensation with Mrs Isaacs and that:

*If Joan Isaacs contacts you or other Church representatives direct over the issue of compensation, it would be our recommendation that she be referred back to her solicitors because it would not be ethical for the Church to talk directly with her when she has retained a solicitor to act in her interests.*

In a letter to Cranston McEachern dated 27 October 1999, Thynne & Macartney communicated the Church’s position at that point:

*... we are working through a process with the Church in relation to the significant cash damages claim your client has presented. Despite your advice to us that your client was not pursuing a “civil liability claim”, quite clearly, with respect, that is the case and we note your advice that the matter is to be litigated.*

In our view it is clear that the parties have different understandings with respect to the Towards Healing process and protocol. “Compensation” in that arena can be directed towards reimbursement of properly incurred medical expenses in appropriate cases. The protocol otherwise seeks to provide for assessment and where ongoing needs exist, continuing assistance designed to promote a process of healing. As we have previously indicated, Towards Healing is not a monetary compensation protocol in the sense of a process that deals with a substantial civil common law claim. No assessment by the Church interferes in any way with the processes of civil or criminal law.

*In this instance your client seeks a substantial common law payment... In our view, civil legal liability does not exist on the part of any Church institution for criminal or other alleged wrongful or disgraceful activities of a person who quite obviously acted outside any scope of authority or duty entrusted to them and, certainly, outside any religious teachings. On this basis, and as explained to you by phone on 19 October 1999, it is our expectation that.*
80. Mrs Isaacs said that she felt this letter contradicted what Father Farrelly said at the end of the facilitation, which was that discussion concerning the aspect of compensation would be ongoing. It also differed from Mrs Isaacs understanding of the Towards Healing procedures document.  

81. Mrs Isaacs gave evidence that:

> At this point Peter suggested to me that I commence civil action against both Frank Derriman and the Catholic Church. Peter said that he did not want to engage in a civil claim on my behalf but he thought initiating the action would precipitate closure for me. I agreed with Peter’s suggestions and he continued to engage with the Brisbane Archdiocese on my behalf. Accordingly on 6 January 2000, Peter sent me a copy of the Notice of Intention to Defend and Defence that had been served by the Brisbane Archdiocese.  

**Counselling**

82. Throughout this time, Mrs Isaacs continued to attend counselling with her psychologist, Lynn O'Donoghue. During her first counselling session following the facilitation, she told Ms O'Donoghue that ten sessions would be paid for by the Church and that she should send the accounts directly to Bishop Gerry. After attending nine sessions, Ms O'Donoghue told her that she had not been paid.  

83. On 25 February 2000, Bishop Gerry responded and acknowledged that Father Farrelly had advised him of the offer of payment for counselling. He also wrote that “Father Farrelly had mentioned that at the meeting [Mrs Isaacs] indicated that she did not need to see a counsellor on a regular basis.” Bishop Gerry authorized another session and advised that there would be need for either “a progress report or a professional assessment of the benefit of on-going counselling before any further commitment could be made.”  

84. Mrs Isaacs wrote to Bishop Gerry on 3 March 2000 stating that at no stage during the facilitation did she suggest that she did not need regular counselling, that she had told Father Farrelly that she had received intensive counselling since 1994 and that an assessment by Dr Donald Grant indicated there was a need for 50 sessions of continued therapy.
On 7 April 2000, Mrs Isaacs forwarded to Bishop Gerry a report that Ms O’Donoghue wrote advising of the need for Mrs Isaacs to continue counselling. On 2 June 2000, Bishop Gerry wrote a letter to Ms O’Donoghue stating that he had waived “any detailed professional assessment” and authorised a second set of ten counselling sessions for Mrs Isaacs.

During a session with Ms O’Donoghue in early June 2000, Ms O’Donoghue informed Mrs Isaacs that she had not been paid for the second set of sessions. Mrs Isaacs said that this had made her “very angry” and prompted her to call Bishop Gerry on 6 June 2000. Bishop Gerry told her that a letter and payment for counselling was in the mail and asked whether counselling was addressing the problem. Mrs Isaacs responded:

_Counselling can address some issues but the total process of “healing” is severely impeded by the Church’s reluctance to see this to its conclusion. Part of the problem lies with my feelings of abandonment by the Catholic Church. Until the compensation issue is finalised my healing cannot be fully realised._

Bishop Gerry gave evidence that he does not doubt that there was some delay in responding to payment for Mrs Isaacs’ consultations Lynne O’Donoghue. He said that he was “quite shocked, because I don’t know how that happened.”

Archbishop Coleridge gave evidence that where Mrs Isaacs’ matter “went wrong was in the later phases to do with counselling”. He said that a lack of oversight by the Archbishop led to a “spectacular bungling on the part of the Archdiocese of Brisbane.”

**Monetary offer**

After two years of negotiations, on 20 April 2001 Mrs Isaacs was offered an ex gratia payment of $30,000 “all up” by Thynne & Macartney. Following further negotiations and correspondence between the lawyers, Thynne & Macartney, indicated on 30 April 2001 that $30,000 was a “top of the limit figure”.

Mrs Isaacs was “not happy with the offer”. No separate offer was made for legal costs. At that point she had already incurred $8,000 for legal costs for the civil claim in respect of Father Derriman. Although an offer was put to her by Father Derriman’s lawyer through Mr Deed to waive costs if she not pursue a further claim she refused it. She gave evidence that “I could not allow Frank Derriman to take back the control that I felt I had gained from the criminal trial.
so I refused to sign the contract and accordingly had to pay the $8,000 to Frank Derriman’s solicitor.” 133

91. Mrs Isaacs gave evidence that “just after” she was offered the $30,000, she telephoned Archbishop Bathersby and made notes during that conversation. 134 Her notes recorded that she asked him, “Do you know that after two years of stonewalling I have accrued nearly that amount in legal fees I will have very little left?” Archbishop Bathersby is then recorded as saying, “That’s your problem”. Mrs Isaacs said that she was “utterly defeated” and decided to accept the offer and “get out of this terrible situation”. 135

92. Mrs Isaacs gave evidence that she had also incurred $12,000 for legal costs for the advice and representation she received from Mr Deed in respect of the Towards Healing process and the civil claim. After the payment of legal fees and Health Commission Fees 136 she bought $5,000 of Coles-Myer shares and a sewing machine. She said that after that, she had, “little or no money left from the settlement.” 137

Deed of Release

93. After the settlement sum of $30,000 was reached, on 13 June 2001 Mrs Isaacs was provided with the first draft of the deed of release (“first draft deed”), on the basis that it “still has to be approved by our client”. The letter attached to the deed also indicated that “We have incorporated the standard provisions that we understand are now being required particularly in the area of confidentiality.” 138

94. The first draft deed prevented disclosure of the terms of the settlement (clause 7) as well as requiring her not to make “disparaging remarks or comments” about the Church authority in relation to the subject matter of the proceedings (clause 8). 139 The Deed also prohibited Mrs Isaacs from discussing the amount of compensation or bringing a civil claim against the Brisbane Archdiocese in respect of the abuse by Father Derriman. 140

95. On 21 June 2001, Thynne & Macartney sent a letter to Father Spence enclosing a deed that they indicated Mrs Isaacs would be “required to sign”. The letter stated, “We have endeavoured to make the confidentiality provisions quite strict, including an entitlement to cancel the settlement if the terms are breached.” 141

96. On 22 June 2001, Mrs Isaacs was provided with an amended deed (“second draft deed”). The second draft deed provided changes to clauses 7 and 8 as follows:

a. Mrs Isaacs could not make “any other comments” to or about the releases (or any one of them).

133 Ex 4-3 Isaacs [45]
134 Ex 4-2 Tab 98
135 Ex 4-3 Isaacs [46]
136 Isaacs T2514: 36-40
137 Ex 4-3 Isaacs [54]
138 Ex 4-2 Tab 103
139 Ex 4-2 Tab 103
140 Ex 4-3 Isaacs [53]
141 Ex 4-2 Tab 105
b. She could not enter into discussions in relation to the subject matter of the proceedings or in relation to any process relating to any sexual abuse matter or issues involving the Church.

97. The second draft deed included the following additional clause 9:

[9] Notwithstanding the confidentiality requirements of Clauses 7 and 8 hereof, the Releasor shall be at liberty to make confidential disclosure of any sexual abuse issues and/or any consequential matters arising therefrom which are the subject of confidentiality under this release, discharge and indemnity for:

(a) genuine therapeutic treatment purposes; and/or

(b) if otherwise compelled by law to do so.

98. On 22 June 2001, Mr Deed wrote a letter to Thynne & Macartney stating that Mrs Isaacs would sign the original deed and that the alteration of the original Deed of Release had “greatly upset” Mrs Isaacs “emotionally and spiritually”. He said that unless the first draft deed was agreed to, all settlement negotiations would come to an end and that prolonging the matter was not in the Church or Mrs Isaacs’ interests.

99. On 3 July 2001 Thynne & Macartney wrote to Father Spence indicating that a few “issues” had arisen in relation to the deed of release. They suggested a “wait and see” approach be adopted.

100. Mrs Isaacs gave evidence that she “immediately” refused to sign the second draft deed. She spoke to her psychologist Lynn O’Donoghue about this deed who subsequently wrote a report dated 5 July 2001 highlighting her concerns about Mrs Isaacs being prevented from discussing the sexual abuse.

101. The report said that at the time when Mrs Isaacs commenced therapy, she had not disclosed her experience to any persons other than her parents, and her husband. She observed that there was a “considerable body of research” which highlighted the importance for victims to disclose their past. It was an “essential part of the healing process”. She said that disclosure has been a “difficult task” for Mrs Isaacs but as a result of confiding in and receiving support from friends and family, it had “contributed to her ongoing recovery and in coming to terms with her past”.

102. Mrs Isaacs wrote a letter dated 7 July 2001 to Archbishop Bathersby, which Mr Deed forwarded to Thynne & Macartney. The letter explained her concerns regarding the second draft deed. Mr Deed requested that they pass the letter to the Archbishop as requested by Mrs Isaacs. In the letter Mrs Isaacs stated:

Although I found the initial Deed of Release to be most restrictive and did not necessarily agree with the contents, I could understand and accept these

---

142 Ex 4-2 Tab 103
143 Ex 4-2 Tab 108
144 Ex 4-2 Tab 112
145 Ex 4-3 Isaacs [50]
146 Ex 4-2 Tab 113
147 Ex 4-2 Tab 113
148 Ex 4-2 Tab 114
149 Ex 4-2 Tab 116
conditions. However, on the other hand, the amended Deed of Release, in particular, Clause 9, severely limits my ability to continue healing into the future and I find this totally unacceptable.  

103. She referred to a media statement made on 20 October 1998 by Archbishop Bathersby in which he stated:

_The needs of the victim are a priority... The Church wants an open environment where the victims of abuse are encouraged to talk openly, and begin the long journey to complete healing with the help of professional counsellors, family and friends._  

104. She said in her letter that "The second Deed of Release, particularly Clause 9, does not, in its current form, afford me this right."  

105. Father Spence did not do anything with Mrs Isaacs’ letter dated 7 July 2001, and particularly, did not give to the Archbishop nor respond to it on the Archbishop’s behalf.  

106. On 13 July 2001, Thynne & Macartney wrote to Mr Deed expressing disappointment that they “cannot reach agreement on the terms of settlement”. They further wrote:

_If it is your client’s position that she is only prepared to sign the first Deed that was submitted and she has received appropriate advice in relation to the varied Deed, including particularly Clause 9, then we are prepared to make a further effort to have the terms of settlement accepted by the various people we have to secure instructions through..._  

_Once we incur further legal defence expense, the offer previously made will not be revived. From a personal point of view, we think that would be a shame because we cannot see any basis upon which the action can succeed and the consequences of that would be a cost order against Mrs Isaacs._  

107. Mrs Isaacs said that she “found the letter to be particularly threatening” in the final sentence extracted above.  

108. On 10 August 2001, Mrs Isaacs signed the Deed of Release, which was in the same terms as the first draft she received on 13 June 2001. Mrs Isaacs gave evidence that she felt that the provision that she not make “disparaging remarks” about the Church in the deed that she signed had “silenced” her and it continues to “haunt” her. Her evidence was that “The silencing holds the same power and control over me that was used by Frank Derriman when he abused me as a child.”
109. Father Spence said that whilst it did not occur to him at the time, he could see now that clause 7 of the first draft deed was “quite inappropriate”. He further said, “we should not bind a person not to speak about something that has had such a grave effect on her life.” Father Spence gave evidence that this was not a view which he had formed only recently but it “has been an issue for some time”. He said that at the time of the draft deeds, his experience in working with insurers was that “they always required that clause of confidentiality on settlements, and so I just thought that this was part of the procedure.”

110. Father Spence when asked about whether he gave instructions, advice or information to Thynne & Macartney in respect of the drafting of either of the deeds, said:

   *I accepted their advice. They drafted them. They sent them to us. They included – and I presume this is where you are heading – on the confidentiality and they said that that was the usual situation, so we accepted it.*

111. Father Spence agreed that it was not compassionate, fair or just to require Mrs Isaacs to sign a deed with clause 7 in it. He “did not know” why he did not think of that then.

112. On 16 August 2001 Thynne & Macartney wrote to Father Spence confirming that settlement had been completed and advised him of its effect. They advised:

   *The settlement is in full and final satisfaction of all future claims. The settlement also brings to an end any further assistance, including payment of counselling or other medical expenses, under any present or future special issues program (including the current Towards Healing program) administered by the Church.*

113. Father Spence gave evidence that he was not of the same view as Thynne & Macartney, that there was no further assistance that could or should be given to Mrs Isaacs after the deed of release was entered into. His evidence was that he “would certainly have wanted the Towards Healing programs to be open to Mrs Isaacs, to be continually open to her” with the exception that “questions of damages would seem to be resolved by the acceptance and the release.” He saw the assistance which should still available to her was the payment of counselling fees and “what other areas of need Mrs Isaacs had.”

114. On 5 December 2013 Archbishop Coleridge wrote a letter to Mrs Isaacs stating that he “very much regret[ted]” that her experience of the process was not positive. He wrote in relation to the confidentiality clauses in the deed that she was required to sign:

   *I am disappointed that the clauses were considered necessary at the time. In my view they should not have been included. Therefore, I want to let you know now*
that the Archdiocese of Brisbane no longer requires you to observe the requirements of those clauses.\footnote{Ex 4-4}

115. Mrs Isaacs gave the following evidence in relation to Archbishop Coleridge’s letter dated 5 December 2013:

Too little, too late. I was waiting and waiting, and I heard the opening address from the church this morning about how sorry they were for everything that happened, and I went back to my letter and I couldn't find "sorry" anywhere.

I believe that I signed my deed of release under duress. I was silenced for the last 12 years. It has been so difficult to live like that. I believe when I actually signed it that the bishops conference had already talked about these silence clauses should not be included.\footnote{Isaacs T2539: 1 – T2540: 17}

116. Archbishop Coleridge said that Mrs Isaacs comment that his letter was “too little too late” was “probably an absolutely fair comment” but that it was “the best [he] could do in difficult circumstances”.\footnote{Coleridge T2757: 16 – 27} He said that although his letter was a “rather pathetic belated gesture”, he felt conscience bound to do it.\footnote{Coleridge T2754: 28 - 43} He said that after reading Mrs Isaacs he could not deny that “there was something about these confidentiality clauses that was not unlike some of the constraints or intimidations of the abusers”.\footnote{Coleridge T2757: 16 – 27} He “thought confidentiality clauses should never have applied”.\footnote{Coleridge T2754: 28 - 43}

HANDLING OF COMPLAINT BY THE PROFESSIONAL STANDARDS OFFICE QLD

Information provided prior to facilitation

117. Mrs Isaacs gave evidence that aside from the 1 April 1999 letter from Dr Robertson, no one explained to her what the facilitation process would entail.\footnote{Ex 4-3 Isaacs [22]}

118. Dr Robertson had difficulty accepting that he did not explain the facilitation to Mrs Isaacs\footnote{Robertson T2565: 2 – 5} and gave the following evidence:

I believe, based on my usual practice and my Handwritten Notes, that this [that he had not explained to Mrs Isaacs what the facilitation process would entail]. I always tried to explain to victims what the various stages of Towards Healing involved, including facilitations. In that regard, I would respectfully draw attention to paragraphs 15 and 16 of Mrs Isaacs statement, and to the entries for “Feb 22” and “March 23” in my Handwritten Notes. However, as I have said, I do not now have any actual recollection of precisely what was said in my various conversations with Mrs Isaacs. In any event I am very sorry that Mrs Isaacs feels
that she was not adequately informed of what would occur during the facilitation.\textsuperscript{177}

119. The entry for “Feb 22” of Dr Robertson’s handwritten notes are set out above.

120. Dr Robertson understood that Mrs Isaacs felt unprepared and insufficiently informed about what would occur at the facilitation.\textsuperscript{178} He accepted responsibility for this.\textsuperscript{179}

\textbf{Attendance of lawyer at the facilitation}

121. \textit{Towards Healing} (1996) states at Part 2, clause 7.2.1 that at the facilitation, “Both the victim and the Church Authority may have one other person present with them.”

122. In his letter dated 1 April 1999, Dr Robertson referred to Peter Deed as Mrs Isaacs’ “support person”.\textsuperscript{180} Dr Robertson gave evidence that he knew that Mr Deed was in fact Mrs Isaacs’ lawyer\textsuperscript{181} but understood that he would be attending the facilitation in the capacity of a support person.\textsuperscript{182} This is consistent with his handwritten note dated 23 March 1999 in which he recorded information conveyed in a telephone conversation that “Peter Deed is her lawyer and support person”.\textsuperscript{183} It is also consistent with Mrs Isaacs’ diary entry following the facilitation in which she records that she “requested that [her] support person in this was to be [her] lawyer, Peter Deed”.\textsuperscript{184}

123. Mrs Isaacs gave evidence that during a telephone call in January 1999\textsuperscript{185} she was advised by Dr Robertson to engage a lawyer throughout the \textit{Towards Healing} process. She said that Dr Robertson had said to her, “Joan, this is off the record but don’t go anywhere near the church without a lawyer”.\textsuperscript{186} She said that prior to this conversation she had not intended to get a lawyer involved in the process\textsuperscript{187} and that she was under the impression that her husband would accompany her to the facilitation but due to Dr Robertson’s comments, had decided to take a lawyer.\textsuperscript{188}

124. Mrs Isaacs had engaged a lawyer by the time she wrote the letter dated 12 February 1999, in which she informed Dr Robertson that she had engaged Peter Deed.

125. Dr Robertson gave evidence that it was likely that he advised Mrs Isaacs to get a lawyer,\textsuperscript{189} although he was not sure of when.\textsuperscript{190}

\begin{flushright}
\textsuperscript{177} Ex 4-5 Robertson [43]
\textsuperscript{178} Robertson T2564: 31-38
\textsuperscript{179} Robertson T2564: 31-42
\textsuperscript{180} Ex 4-2 Tab 17
\textsuperscript{181} Robertson T2565: 43-46 T2566 : 1-15
\textsuperscript{182} Robertson T2578: 14-23
\textsuperscript{183} Ex 4-2 Tab 46
\textsuperscript{184} Ex 4-2 Tab 23
\textsuperscript{185} Isaacs TS2534: 21 - 23
\textsuperscript{186} Ex 4-3 Isaacs [18]
\textsuperscript{187} Ex 4-3 Isaacs [18]
\textsuperscript{188} Isaacs TS2534: 24-26
\textsuperscript{189} Robertson T2561: 40-43
\textsuperscript{190} Robertson T2561: 45-47
\end{flushright}
126. Dr Robertson’s practice was to inform victims that if they were seeking compensation they may wish to engage a lawyer as it was likely that the Church would engage a lawyer in such cases.\(^{191}\) He said, however, that it was not his practice to use language of the kind described by Mrs Isaacs\(^{192}\) and had no recollection of saying the words, “Joan, this is off the record but don’t go anywhere near the church without a lawyer”.\(^{193}\)

Mrs Isaacs’ husband did not attend the facilitation

127. Mrs Isaacs said that prior to the facilitation she asked “someone” whether or not her husband could attend the facilitation with her. She said she was told, “Definitely, no you can only have one person there.”\(^{194}\) Mrs Isaacs could not recall who said these words, but stated that it was not Dr Robertson and that it could have been possible that Peter Deed had asked on her behalf and had relayed the response back to her.\(^{195}\) She gave evidence that because she was advised by Dr Robertson to bring a lawyer, she considered it appropriate that this should be the person that attends.\(^{196}\) Mrs Isaacs recalled being angry after having read a clause in Towards Healing (1996) which provided that if there is a priest who comes under investigation he can come to a meeting with a support person but she was told to bring a lawyer.\(^{197}\)

128. Dr Robertson was certain that he did not say to anyone that Mrs Isaacs could not have her husband present at the facilitation in addition to Mr Deed, or that she could only have one person there. He stated that this would have been contrary to his “usual practice which was not to restrict the number of people the victim wished to bring for meaningful support.”\(^{198}\) He said that if this had been communicated to Mrs Isaacs by someone associated with the Church, it would have been the wrong thing to say.\(^{199}\) He agreed that “regardless of whether the protocol said you can only bring one support person, no proper authority looking to mete out justice and compassion” would have said to Mrs Isaacs that should could not bring her husband.\(^{200}\) He said that had Mrs Isaacs asked whether her husband could have also attended, he would have contacted the Church authority and recommended that her husband be allowed to attend.\(^{201}\)

Payment for Mr Deed’s fees

129. Towards Healing (1996) states at Part 2, clause 7.2.6:

---

\(^{191}\) Ex 4-5 Robertson [34]
\(^{192}\) Ex 4-5 Robertson [34]
\(^{193}\) Ex 4-5 Robertson [34]; Ex 4-3 Isaacs [18]
\(^{194}\) Ex 4-3 Isaacs [23]
\(^{195}\) Ex 4-3 Isaacs [23]
\(^{196}\) Ex 4-3 Isaacs [23]
\(^{197}\) Ex 4-3 Isaacs [23]
\(^{198}\) Ex 4-5 Robertson [44]
\(^{199}\) Robertson T2563: 8-12
\(^{200}\) Robertson T2563: 14-18
\(^{201}\) Robertson T2562: 8-12
The Church Authority shall bear all ordinary and reasonable expense of the process of facilitation.

130. By the time that Dr Robertson had sent the letter dated 1 April 1999, Mrs Isaacs understood that she was to pay for the costs of Peter Deed as she had not asked that the Church pay and nobody proposed they would.202

131. Dr Robertson said that if a victim asked him whether his or her legal fees might be paid by the Church authority, he would put this to the Church authority.203

132. Although not expressly required under Part 2, clause 7.2.6 of Towards Healing (1996) it is submitted that the costs of Peter Deed attending the facilitation could reasonably be construed as an “ordinary and reasonable expense of the process of facilitation” and could have been something that was offered to Mrs Isaacs. Dr Robertson agreed that the protocol did not prevent him from making that offer.204

133. Dr Robertson agreed that it was unfair not to have had a discussion with Mrs Isaacs about the payment of fees and that it was unfair not to have paid those fees. He said that he had made a mistake.205

Issue of compensation at facilitation

134. The issue of compensation was on the agenda at the facilitation meeting.206 It was discussed but not resolved at the meeting, with ongoing discussions to take place after the facilitation meeting concluded.207

135. Mrs Isaacs gave evidence that she hoped it would be resolved at the facilitation because the letter she received from Dr Robertson on 1 April 1999 had compensation as part of the agenda.208

136. The evidence of Dr Robertson209, Ms Rogers210 and Mr Rolls211 establishes that the practice under Towards Healing in Queensland at the time was to deal with the question of monetary payment between lawyers after the facilitation was complete.

137. Dr Robertson gave evidence that he knew that the issue of monetary payment and amount would not be dealt with or resolved at the meeting.212 He agreed that he wrote to Mrs Isaacs creating an expectation in her that compensation was on the agenda213 and would be dealt with.
with. He went on to say that he did not agree that he was creating an expectation that the issue of compensation would be “resolved” but only that it would be dealt with.

138. Dr Robertson said that he “should have made it more clear to Mrs Isaacs that whether a monetary payment would be made and if so in what amount would not be able to be resolved at the facilitation meeting.”

Consent in relation to the appointment of facilitator


> In the event of proven guilty, whether through admission of the offender or through a finding of a civil court or through a Church assessment, the Church authority and victim shall mutually agree on a Facilitator from the approved panel.

140. On 1 April 1999, Mrs Isaacs received a letter from Dr Robertson “in relation to [their] telephone conversation concerning a meeting between [her] and Fr. Adrian Farrelly.” Dr Robertson set out details of “arrangements [that had] been made with both parties” and listed Ms Bernadette Rogers as the facilitator for the meeting.

141. Mrs Isaacs gave evidence that prior to receiving the letter she had not been asked whether she agreed to Ms Rogers’ appointment as facilitator. She said, “From memory, I was just told that Bernadette Rogers would be the facilitator.” When asked once again whether she was told in this letter or prior to receiving the letter she said, “I am not sure, but I think I just got it with the letter.” Mrs Isaacs had never met or spoken to Ms Rogers prior to the facilitation meeting.

142. When asked whether he accepted Mrs Isaacs’ evidence that she was not consulted about the identity of the facilitator, Dr Robertson responded, “I don’t want to deny her evidence in any respect, but I find it difficult to understand that I didn’t talk to her about it.” He agreed that there was no note of him having done so.

143. Dr Robertson accepted that the memory of a person who has gone through the *Towards Healing* process, and how they were treated during that process is likely to be deeply embedded but was not prepared to accept that he did not talk to Mrs Isaacs about the identity of the facilitator as it was “so imperative, and I was particular in those areas.”

---

214 Robertson T2567: 38-46
215 Robertson T2567: 29 – 36; T2568: 22 – 26
216 Ex 4-5 Robertson [55]
217 Ex 4-1 Tab E, Pt 2, cl. 7.2
218 Ex 4-2 Tab 16
219 Isaacs T2535: 28-31
220 Ex 4-3 Isaacs [24]
221 Robertson T2564: 3-7
222 Robertson T2564: 9 - 11
223 Robertson T2563: 19-22
224 Robertson T2564: 26 – 29
144. It is submitted that Dr Robertson did not adequately consult with Mrs Isaacs in relation to the appointment of a facilitator to allow her to mutually agree on the appointment of Ms Rogers as provided in Part 2, cl. 7.2 of Towards Healing (1996).

HANDLING OF COMPLAINT BY CHURCH AUTHORITY

Role of advisers during legal negotiations following the facilitation

145. Mrs Isaacs understood that following the facilitation there would be discussions between her solicitor and the Church about the quantum of compensation. She recorded in a diary entry following the facilitation that she was content for the lawyers to take care of this.\textsuperscript{225} At that stage she “\textit{had no idea what sort of amount would be considered or how it would be determined}”\textsuperscript{226} and “\textit{had no understanding of how long the negotiations between Peter Deed and the Church might take, but thought maybe a couple of months}.”\textsuperscript{227} It was not until after a two-year period of negotiation between the Church, their lawyers and insurer that on 20 April 2001 Mrs Isaacs was offered an ex gratia payment of $30,000 “all up” by Thynne & Macartney.

146. It is submitted that with respect to handling the compensation aspect of Mrs Isaacs’ matter, there was a heavy reliance on advice from insurers and lawyers by the Church. This is overwhelmingly evident in the evidence of Father Spence, Bishop Gerry and Archbishop Coleridge in relation to the offer compensation by the Church, as set out below.

147. Father Spence told Mr Moore that he thought the offer of $30,000 by Thynne & Macartney was “\textit{mean}”.\textsuperscript{228} Father Spence said that he did not suggest an alternate figure because he was, “\textit{not really in a position to quantify them}.”\textsuperscript{229} When it was put to Father Spence that although he was not in a position to quantify it, having a view that it was too low would nevertheless put him in a position of suggesting something higher, Father Spence stated that he had not taken into consideration, as he perhaps should have, that outside of whatever the insurers would pay, the Church could pay more that it felt justified paying.\textsuperscript{230}

148. Bishop Gerry said that he had no control over compensation as it was under the oversight of Archbishop Bathersby who he understood to have been relating with the insurers on the matter.\textsuperscript{231} He said that prior to hearing Father Spence’s evidence that he was assigned by the Archbishop to liaise with insurers, “\textit{it was a blank for me of what happened in that area}”.\textsuperscript{232} Bishop Gerry stated that:

\begin{quote}
\textit{as far as decisions concerning amounts of monetary payment were concerned, I regarded those as depending upon the expertise of lawyers and other advisers. On reflection, the Archdiocese could have and should have not relied so heavily}
\end{quote}

\textsuperscript{225} Ex 4-3 Isaacs [23] \\
\textsuperscript{226} Ex 4-3 Isaacs [30] \\
\textsuperscript{227} Ex 4-3 Isaacs [31] \\
\textsuperscript{228} Spence T2675: 25-28 \\
\textsuperscript{229} Spence T2675: 33-36 \\
\textsuperscript{230} Spence T2675: 38 – T2676: 2 \\
\textsuperscript{231} Gerry T2718: 3-7 \\
\textsuperscript{232} Gerry T2716: 11 – 40; Gerry T2716: 1-10
on such advisers and should have formed an independent view of the appropriate approach to take.233

149. Father Spence was in “full agreement” with Bishop Gerry’s comments above.234

150. Archbishop Coleridge gave evidence that a lack of oversight by the Archbishop led to insurers and lawyers playing a damaging role:

I have learned many things, not only listening to the evidence but in preparing for the Royal Commission. One is that in this case there was what I would take to be a drastic failure of oversight… when I talk about oversight, I mean the kind of episcopal oversight that leads to coordination, which is essential in these matters.

… in this particular case... the role played by lawyers and insurers, all good and well-intentioned people... I think the failure of oversight led them to play a role which was most damaging.235

151. Archbishop Coleridge stated that the Archbishop should provide this oversight.236 Archbishop Coleridge provided details of what oversight there should have been and what oversight there was not:

The oversight - as I understand it, the facilitation went well. The archbishop, I think, should be involved right from the start, so keeping an eye on the facilitation, not micro-managing but attending to the various personnel involved in the facilitation. But my understanding is that in this case, the facilitation did work well.

Where it went wrong was in the later phases to do with counselling, which - the counselling episode in the case of Mrs Isaacs seems to me to be a case of spectacular bungling on the part of the Archdiocese of Brisbane, where everyone seemed to presume that someone else was doing it. That’s a lack of oversight. I think the archbishop should have made sure that the commitment to pay for counselling was in fact honoured.

Then similarly with compensation. Now, lawyers and insurers have their words to speak, but they can’t have a final word. That was always true. It wasn’t so obvious back in the late 1990s, but it was true. It’s certainly true now, that they have their words to speak - and, again, when I say the buck stops with me, I of course am obliged to take advice, and I take advice as much as I can, particularly from highly qualified professionals, like lawyers and insurers. But, in the end, I have to decide whether a proposal is within the terms of Towards Healing, just and compassionate, and if I don’t think it is, I have to make a final decision, and my decision in this matter would be final.237

233 Ex 4-12 Gerry [39]
234 Spence T2660: 40-43
235 Coleridge T2730:40 – T2731:15
236 Coleridge T2731: 17-26
237 Coleridge T2731:34 – T2732:18
152. Archbishop Coleridge gave the following evidence as to the over-reliance on advisers by the Church:

*Bishops and major superiors were like rabbits caught in a headlight. They didn’t know how to respond. That’s why, when a seemingly trusted and competent professional, like a lawyer or an insurer, came forward, saying, “This is the way forward”, bishops and major superiors were inclined to breathe a sigh of relief and say, “Yes, you are right”.*

153. It is submitted that actions of those representing the Archdiocese of Brisbane were not just and compassionate, as follows:

(a) The Church, their lawyers and insurer engaged in protracted legal negotiations for a period of over 2 years preceding the monetary offer made to Mrs Isaacs.

(b) The payment of $30,000, which after payment of $20,000 for legal costs, left Mrs Isaacs with a small payment of money.

(c) Despite being of the view that the offer of $30,000 was “mean” Father Spence took no action to either suggest a higher price or to seek to find out if the Archdiocese would contribute to pay any money to Mrs Isaacs.

**Deed of Release**

154. The negotiations concerning Mrs Isaacs’ deed of release occurred in mid-2001. *Towards Healing* (2000) was in operation at that stage, which stated at Part 2, clause 41.4:

*No complainant shall be required to give an undertaking which imposes upon them an obligation of silence concerning the circumstances which led them to make a complaint, as a condition of an agreement with the Church Authority.*

155. Based on the evidence set out at paragraphs [94], [108] to [109], [111] and [114] to [116] it is submitted that clauses 7 and 8 in the deed of release that was ultimately signed by Mrs Isaacs, effectively imposed an obligation of silence concerning the circumstances which led Mrs Isaacs to make a complaint, which was inconsistent with Part 2, cl. 41.4 of *Towards Healing* (2000).

**Counselling costs**

156. Based on the evidence set out above at paragraphs [82] to [88] and [112] to [113] it is submitted that Mrs Isaacs received payments for counselling costs only following considerable prompting after the Archdiocese had already agreed to pay. These payments came to an end after the settlement sum was paid.

157. Based on the evidence set out above at paragraphs [112] to [113] it is submitted that Father Spence did not convey to Thynne & Macartney, who he was instructing, of his view that the offer of counselling should be continually open even after the settlement sum was paid.

---

238 Coleridge T2749: 31 – 37
Father Derriman – Discipline

158. Father Derriman is a priest of the Archdiocese of Brisbane. He was born on 12 July 1938.239 He was ordained in the Archdiocese on 29 June 1963 and remains an ordained priest of the Catholic Church but no longer has faculties to function as a priest. 240

159. On 16 October 1970, Father Derriman “attempted marriage” and incurred a latae sententiae excommunication.241 In a letter dated 14 November 2013, Archbishop Coleridge wrote that as far as he is aware, the effect of this excommunication persists.242 He wrote, “The excommunication is one reserved to the Holy See. Shortly after the attempted marriage, he abandoned priestly ministry in the Archdiocese and took up residence in Victoria.”243

160. Archbishop Colerdige gave evidence that whilst Father Derriman is still technically a priest, he is “completely removed from any public ministry” by virtue of his excommunication.244

161. The sentencing remarks of Justice McGuire, dated 10 December 1999, stated in relation to Father Derriman:

You left the church in 1970 and married. You presently reside in Ballarat, Victoria. You describe your occupation as social worker, university teacher. You are aged 60. You have no convictions of any kind.245

162. On 29 September 2011, Archbishop Bathersby sent a letter to Father Derriman as part of an exercise whereby Archbishop Bathersby was contacting priests that had decided to leave active ministry to see if they, “desire[d] to start a process to... [be] dispensed from the obligations of the clerical state”. In his letter, he said that if he had not heard from Father Derriman by 1 November 2011, he would, “commence the process for requesting the dispensations from the Holy Father”.246 Father Derriman did not reply to Archbishop Bathersby’s letter.247 Despite this, Archbishop Bathersby did not consequently commence the process of dismissal from the clerical state.

163. It was not until November 2013 that Archbishop Coleridge commenced the canonical process for dismissal of Father Deriman from the clerical state. Archbishop Coleridge said that “as soon as” he discovered that Father Derriman had not replied to Archbishop Bathersby’s letter, he “set in train the petition to the Holy See which is required in order for an ordained priest to be dismissed from the clerical state even against his will, or without his indication.”248

---

239 Ex 4-14
240 Coleridge T2733: 10-11; Ex 4-14
241 Ex 4-14
242 Ex 4-14
243 Ex 4-14; Archbishop Coleridge gave the following evidence in relation to the effect of a priest entering into a civil marriage: “A priest who has abandoned the ministry, abandoned orders, as in the case of Frank Derriman, and who, in the somewhat peculiar language of the church, “attempts marriage”, automatically incurs excommunication from the church. It is called “excommunication latae sententiae” which just means automatic.” (Coleridge T2755: 10-18)
244 Coleridge T2755: 26 – 33
245 Ex 4-2 Tab 9
246 Ex 4-6
247 Ex 4-14; Coleridge T2733: 19
248 Coleridge T2733: 19-25
164. On 14 November 2013, Archbishop Coleridge wrote to Father Adrian Sharp appointing him to carry out a preliminary investigation under Canon 1717 of the Code of Canon Law. On 19 November 2013, Father Sharp advised him that a preliminary investigation could in fact be dispensed as being superfluous, as the facts and circumstances of at least some of Father Derriman’s offences were both notorious and proven, beyond reasonable doubt in the civil realm. Father Sharp said Father Derriman:

   has committed the delict named canon 1395, § 2, a more grave delict reserved to the Congregation of the Doctrine of the Faith, and that this is gravely imputable to him and that ... All that remains is for him to be dismissed from the clerical state.\footnote{250}

165. Following his correspondence with Father Sharp, Archbishop Coleridge said that the next step was to send the fully documented petition to the Holy See, enclosing a covering letter including his own “vote” or view of the matter and then to await a decision.\footnote{251} He gave evidence that this was a belated gesture, but he was conscience bound to do it.\footnote{252}

166. Archbishop Coleridge agreed that in 1998, the Church knew that Father Derriman had been convicted of two counts of indecent assault, and the Church did nothing until September 2011. He gave evidence that this was ultimately a failure of oversight by the Archbishop.\footnote{253} He said that it was:

   extremely difficult to move against a priest who had abandoned ministry, without his consent. This was changed in the early 2000s when the Holy See changed its own provisions, where now it is far easier to dismiss a priest against his will... That would be one of the factors that would explain why there was such a failure to move, to have him dismissed from the clerical state.\footnote{254}

167. Bishop Gerry gave evidence that in respect of priests that had convictions, the Archbishop was responsible, within the Archdiocese, for considering what, if any action should be taken against them. Bishop Gerry gave evidence that he had no responsibility in that regard.\footnote{255}

168. It is submitted that the canonical process for dismissal of Father Derriman from the clerical state was not commenced until 14 November 2013 – 15 years after Father Derriman was convicted.

\footnote{249 Canon 1717}
\footnote{250 Ex 4-14}
\footnote{251 Coleridge T2756: 18-23}
\footnote{252 T2755: 7-8}
\footnote{253 Coleridge T2734: 1-10}
\footnote{254 Coleridge T2733: 27-40}
\footnote{255 Gerry T2723: 17-24}
AVAILABLE FINDINGS

AVAILABLE FINDINGS IN RELATION TO HANDLING OF COMPLAINT BY PROFESSIONAL STANDARDS OFFICE QLD

1. Dr Robertson did not adequately consult with Mrs Isaacs in relation to the appointment of a facilitator to allow her to mutually agree on the appointment of Ms Rogers as provided in Part 2, cl. 7.2 of Towards Healing (1996).

AVAILABLE FINDINGS IN RELATION TO HANDLING OF COMPLAINT BY CHURCH AUTHORITY

2. Actions of those representing the Archdiocese of Brisbane were not just and compassionate, as follows:
   a. The Church, their lawyers and insurer engaged in protracted legal negotiations for a period of over 2 years preceding the monetary offer made to Mrs Isaacs.
   b. The payment of $30,000, which after payment of $20,000 for legal costs, left Mrs Isaacs with a small payment of money.
   c. Despite being of the view that the offer of $30,000 was “mean” Father Spence took no action to either suggest a higher price or to seek to find out if the Archdiocese would contribute to pay any money to Mrs Isaacs.

3. Clauses 7 and 8 in the deed of release that was ultimately signed by Mrs Isaacs, effectively imposed an obligation of silence concerning the circumstances which led Mrs Isaacs to make a complaint, which was inconsistent with Part 2, cl. 41.4 of Towards Healing (2000).

4. Mrs Isaacs received payments for counselling costs only following considerable prompting after the Archdiocese had already agreed to pay. These payments came to an end after the settlement sum was paid.

5. Father Spence did not convey to Thynne & Macartney, who he was instructing, of his view that the offer of counselling should be continually open even after the settlement sum was paid.

Gail B Furness SC
Angus Stewart

12 August 2014