

**LA LSIC - FORCED ADOPTIONS INQUIRY
SUBMISSION NO. 54
SUPPLEMENTARY SUBMISSION - ATTACHMENT 2**

Our ref [REDACTED]
Your ref [REDACTED]

20 April 2016

Attention: [REDACTED]
Senior Associate
Porters Lawyers
GPO Box 908
CANBERRA ACT 2601

BY EMAIL: [REDACTED]

Dear [REDACTED]

St John of God Warrnambool & [REDACTED]

We refer to your letter dated 25 March 2016.

The allegations that are set out in your letter insofar as they relate to former staff members who were employed at the hospital at the time, are very serious allegations indeed.

Despite our review of the medical records we are unable to identify even a suggestion of the conduct that is being alleged. The records are entirely consistent with a consensual adoption and in any event, the hospital would not have been responsible for arranging the adoption. That would have been undertaken by others.

Our client has a great deal of sympathy for your client who appears to now have changed her mind about the adoption but our client denies that there was any wrongdoing on its part by its staff at the time.

We regret that we are unable to assist you further in this matter.

Yours faithfully
TressCox

[REDACTED SIGNATURE]

TressCox
ABN 93 281 528 297
Level 9
409 La Trobe Street
Melbourne VIC 3000
PO Box 13072
Law Courts PO
Melbourne VIC 8010
Phone 61 3 9602 9444
Fax 61 3 9642 0382
DX 402 Melbourne
www.tresscox.com.au

Contact

[REDACTED CONTACT]

- (o) Failure to develop and maintain a written policy dealing with proper practice and procedure in dealing with adopting mothers and obtaining consent which was accessible to all personnel dealing with adopting mothers;
- (p) Interfering with our client's common law rights to have unfettered access to her child;
- (q) Failure to provide our client with all relevant information which might influence her ability to make an informed decision about the adoption of her child;
- (r) Failure to provide our client with any or any adequate information, counselling or support so that our client could make a fully informed decision about the adoption of her child;
- (s) Failure to inform our client that in the event that she kept her child she was entitled to seek and receive Commonwealth and State financial support;
- (t) Failure to comply with standards and practices prescribed by the professional child welfare groups such as the Manual of Adoption Practices in New South Wales compiled by the Child Care Committee of the Australian Association of Social Workers, New South Wales Branch, 1971;
- (u) Failure to comply with standards and practices prescribed by the professional child welfare groups such as the Australian Association of Social Workers;
- (v) Failure to comply with standards and practices prescribed by the NSW Department of Welfare; and
- (w) Denying or interfering with our client's rights to the protections contained in the *Adoption of Children Act 1965*;
- (x) Breaches of numerous sections of the *Adoption of Children Act 1965*; and
- (y) Res ipsa loquitur.

- (d) did not explain to the plaintiff how to revoke her consent.
8. Your client's discharged our client without her child and without lawful reason, despite her continued request to access and custody of her child;
9. At all material times, your clients through their servants and/or agents owed the plaintiff a non-delegable duty of care by reason of:
- (a) their care, control and management of the hospital;
 - (b) the hospital/patient relationship;
 - (c) the plaintiff's vulnerability;
 - (d) your clients assumption of responsibility to provide her with medical, psychological and spiritual support;
 - (e) their knowledge that our client was reliant upon them to exercise due care;
 - (f) their knowledge that she would suffer harm in the event that they did not exercise due skill and diligence;
 - (g) their statutory obligations pursuant to the provisions of the *Adoption of Children Act 1965*; and
 - (h) the totality of the nature of the relationship between the our clientyou're your clients

Particulars of breach of duty

- (a) Failure to inform our client of what was required for her to revoke her consent;
- (b) Breaching our client's inalienable rights as a human being;
- (c) Treating our client in a cruel, inhumane and degrading manner;



Our ref: [redacted]
Your ref: [redacted]

25 March 2016

TressCox Lawyerrs
DX 402
MELBOURNE VIC

Attention: [redacted]

Also by email: [redacted]

"Without Prejudice Save as to Costs"

Dear Sirs

[redacted] St John of God Warrnambool and CFWB

We refer to your letter dated 3 March 2016.

In respect of the legal defence set out in the *Limitation Act*, we note that this a defence open to your clients to argue. Please advise whether your clients have instructed you that they will rely on this defence in any proceedings commenced by our client. If this is so, we are concerned that your clients would take such a stance in an attempt to defeat our client's claim particularly when we note that central witnesses and participants in these wrongful and illegal actions are available to give evidence.

In respect of the basis of any proposed cause of action, actions lie in common law and pursuant to statutory breaches of the *Adoption of Children Act*.

Our client allegations include, but are not limited to, the following

1. Whilst our client was a patient at the hospital your clients themselves and through their servants and/or agents engaged at the hospital:
 - (a) subjected the plaintiff to emotional abuse directed at breaking down her self-esteem and her free will she was in a vulnerable emotional and physical state for the purposes of forcing her to surrender her child. Despite the duress and the emotional abuse at all times maintained that she wished to keep her child.

Yours faithfully,
CANNIBRA

[Faint signature and contact information]

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