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In the matter of the Royal Commission of Inquiry into Historical Abuse in State Care and in the Care of Faith-based Institutions

Witness Name: Murray Houston

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ROYAL COMMISSION OF INQUIRY INTO ABUSE IN CARE

Supplementary witness statement of Murray Houston on behalf of The Salvation Army

[CONFIDENTIAL VERSION: SUBJECT TO GRO ORDERS]

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I, Murray Houston, will say as follows:

1. Introduction

- 1.1 My full name is Murray Houston.
- 1.2 I provided a statement on behalf of The Salvation Army New Zealand (**The Salvation Army** or **The Army**) to the Royal Commission of Inquiry into Historical Abuse in State Care and in the Care of Faith-based Institutions (the **Commission**) dated 18 September 2020 (my **Primary Brief**).
- 1.3 Since preparing my Primary Brief I have now read and heard the evidence provided to the Commission by survivors of abuse in The Salvation Army-operated children's homes and also heard some of the evidence from survivors of care in the other faith-based institutions. In this brief (my **Supplemental Brief**), I offer some reflections on some themes that I have noticed in that evidence related to our redress process and potential areas for improvement in that process. As in my Primary Brief, I have generally endeavoured to ensure my evidence deals with matters at a general level, other than where the Commission has requested or suggested that I provide further evidence in relation to specific survivors or where I felt it would be of assistance to add further context to statements of specific survivors.
- 1.4 In a letter dated 8 October 2020, the Commission also requested that The Salvation Army address some specific matters by way of supplementary evidence. I am aware that Colonel Gerry Walker will also provide a supplementary brief of evidence on behalf of The Salvation Army that will address some of the matters requested by the Commission. My Supplemental Brief covers the following requests for supplementary evidence:

- (a) what policies and practices The Salvation Army has followed in relation to destruction of records since 1950 until the present as it relates to concerns/complaints/ allegations or claims relating to abuse and redress processes;
- (b) what processes or support are available to all claimants from the point a concern/ complaint/ allegation or claim is received, but especially relating to access issues for vulnerable groups (e.g. Māori or Pacific people in prisons, people who are deaf or disabled, etc.);
- (c) what policies and processes The Salvation Army has had in place, if any, to deal with complaints about the complaints/redress processes themselves, and if there were such policies and processes, whether they resulted in any changes over time;
- (d) whether The Salvation Army has at any time developed or used categories or 'bands' or other criteria to determine settlement payments (e.g. to resolve the claims that Grant Cameron and his firm initially received instructions to represent), and if so, how they were calculated and when and in what circumstances have they been applied; and
- (e) if The Salvation Army received a claim on behalf of a deceased person, any policies and practices that would be followed.

1.5 I have also been asked to specifically comment on some aspects of the survivor evidence provided to the Army to date. These are:

- (a) a theme in the evidence of two survivors that may indicate knowledge by The Salvation Army of unsafe people or environments but nevertheless allowing children to go into them; and

(b) aspects of the evidence of Mr Roy Takiaho related to his 2004 interview with me.

1.6 I also comment on some other specific aspects of the survivor evidence given in relation to the Army's redress process that I felt needed some further clarification.

2. Reflections

2.1 I first wish to acknowledge the survivors who have come forward to repeat their experiences to the Commission. As I have heard from many survivors previously, I know how hard it must have been to not only repeat their painful experiences but for some to do so in a public setting. The Salvation Army is committed to listening to survivors and learning from what they have said.

2.2 I have carefully read and listened to the evidence. I have also reviewed the Commission's recently published principles of effective redress as set out in Tāwharautia: Pūrongo o te Wā - Interim Report and considered how these principles may apply to The Army.

2.3 As I outlined in my Primary Brief, The Salvation Army has been running its redress programme for nearly twenty years now and has interacted with in excess of 200 survivors. The Army's approach to redress has evolved over the years and I hope that some of the criticisms that some survivors have recounted are not the experience of survivors who have gone through the process more recently. I genuinely believe that, through time, we have become more and more survivor focused and looked for ways to ensure that redress best meets survivor needs. For example, some of the letters survivors received in the past, they simply would not receive today. I explained some of this in my Primary Brief. We have already learned some lessons about how

to be survivor focused and trauma informed, but I also know there is more we can do.

2.4 For my own part, I comment on some of the common themes that I have noticed in the evidence provided by survivors:

- (a) My aim throughout my involvement in The Salvation Army's redress process has been to try to offer empathetic, efficient and effective redress to survivors. On the whole, I still believe that our process offers this to survivors, but I do acknowledge that the survivors' stories indicate that one process can never suit everyone completely. While I have tried my very best to accommodate survivors' needs, timing expectations and other requirements, I think this is an area that I can further reflect on in how I engage with survivors. For example, I could possibly further emphasise in my very first engagements with survivors that we will do our best to accommodate their requirements in their engagements with us and possibly set out some of the options available for them more clearly. I feel like I do this in most cases but a more conscious effort to explain the options may be helpful to survivors. Here I am thinking about the options in terms of locations of where to meet, when to meet, who may attend (for the survivor and for us) and if there are other requirements needed such as to address any disabilities or preferences in relation to the language in which the interview is conducted.
- (b) Some survivors have commented that The Army's process felt rushed and cold. (There are also some survivors who complain about the effect of delay.) As I indicated in my Primary Brief, I had placed significant importance on having a process that was as efficient as possible so as not to unduly traumatise survivors through delay. However, I can see that for some people this may have felt like I was

uncaring and was perceived as quickly “going through the motions”. This is disappointing for me. It is an issue we need to be alert to in future and we will need to consider those persons who appear to need more time to process and reflect on our engagements to ensure that time and space is given to them. I have always tried to give every survivor all the time they need. There is no limit to what I can offer in this regard.

- (c) Some survivors have commented that they were not clear on the process that would be followed in responding to their complaint, or what options might be available in terms of redress. I noted in my Primary Brief that I have set out the process many times but we could possibly do more to explain those matters upfront to survivors and in advance of meeting with us. We have begun to prepare some written materials that could be provided to explain The Army’s process and potential options for redress (such as compensation, counselling, other support we can offer, etc.). Preparing and engaging with this Commission has already helped us collate and organise ourselves in writing some of this down and I believe we could reflect on whether we could do more to publish information about our process.
- (d) Some survivors have also commented that they would have liked The Army to provide wrap-around support tailored to their specific needs beyond compensation and/or counselling as an outcome of their redress process. (I am aware of other persons who have wanted nothing more to do with The Army and I understand that as well.) The offer of counselling has always been a key element of our redress offering but I think some survivors are asking if they could access our wider services and support on an ongoing basis. This would need to be tailored in an individual case

but given our wider network of social (and church) services, it is something we could certainly do. It should not be difficult for us to build this into our discussions with survivors and/or their representative(s) to ensure that the survivor's needs are met as far as possible.

- (e) Some survivors have also commented that they would have liked further follow-up from The Salvation Army after they have signed their discharge. Some survivors do keep in touch with me of their own accord but the level of contact someone may want is difficult to judge. If it comes up in the redress process, I am always happy to consider any further support The Army can provide to survivors. However, unless it has been discussed and agreed within that context, my practice has been not to proactively reach out to survivors following the completion of their formal engagement with The Army. I am conscious that many survivors, understandably, want nothing further to do with The Army (and, as I note above, I have been told that many times too). In adopting this approach, my overriding concern has been not to further traumatise survivors by reaching out without their consent. Where the survivor is legally represented, I also cannot reach out to them directly, as I have explained below. Again, however, I have reflected on whether we could be more proactive in our engagements with survivors to ask what their expectations may be in this regard.
- (f) Some survivors have commented that they asked about what has happened to the perpetrators of their abuse. As I outlined in my Primary Brief and survivors have noted, in some cases I have been able to explain that the perpetrator is deceased. I believe I have usually sought to follow up on questions survivors may have about the perpetrator and

provide what information I can. In future we could possibly be more proactive about asking survivors if they want further information about a particular person.

(Unfortunately, there have also been some situations where we have not been able to provide information about the perpetrator, including at least one situation where we did not have sufficient information to identify the person e.g. only a first name.)

- (g) Some survivors have commented that they were asked not to talk about their settlement with The Salvation Army, or that they have heard that The Army paid survivors not to talk to the media. I have found these suggestions very difficult to accept. As I outlined in my Primary Brief, it was not and is not The Army's practice to request that survivors keep their settlement confidential or pay anyone to maintain their silence. It has been a fundamental part of our redress process from a very early stage that we would not require a settlement to be confidential, but may include such a clause if the survivor themselves sought this. I talk about this further below in relation to one particular survivor's evidence but I don't believe any change to our practice is required in this regard. The Army has not required confidentiality clauses, and has in fact discouraged their use.
- (h) A number of survivors have commented on the apologies they received and offered comment on what an appropriate apology could or should look like, including, for example, that it should acknowledge and accept responsibility for the harm and that an apology should be personalised and tailored to the needs of the particular person. I note that Colonel Walker has commented on this too. For my part, and as I outlined in my Primary Brief, we have tried to ensure that survivors who want apologies receive one that

they consider appropriate and meaningful. It seems that some of these have not been well received and that is regrettable. It is the case that some “standard” or “usual” wording is included in some apologies but such wording has been developed with the best of intentions to try to ensure that apologies do indeed hit the right note and to ensure consistency, including across family groups. I am committed to ensuring that, moving forward, apologies are tailored and personal and are happy to work with survivors and/or their representative to discuss their unique needs.

- 2.5 Overall, in many cases, I was not aware of some of the concerns expressed in the evidence of survivors at the time, and have only become aware of them on seeing that evidence. I have sought to make every effort to try to ensure that survivors get the support they need and that they come away with a good outcome and, where I have been aware of dissatisfaction with The Army’s process, I have attempted to address that appropriately. But, there is more we can do and we are very open to continued adaption and refinement.
- 2.6 One issue that can sometimes be challenging is that where survivors dealing with The Army have been legally represented, I have had more limited direct contact with survivors (often at the lawyer’s explicit request that any contact with the survivor be handled through them).¹ In many cases, my only direct contact with these survivors has been at their interview, with all other correspondence and engagement going through their lawyer. In those situations, I have been reliant on the survivor’s legal representative to advise me if there are any perceived issues with The Army’s process or if there are any particular sensitivities or requirements that I should be aware of. I would hope that in

¹ While I have sought to respect these wishes and only initiate contact through the lawyer for legally represented survivors, I note that there are occasions when survivors have reached out to me directly regarding their claims.

these situations the legal representative would let me know if their client requires any specific support or is unhappy with anything. Where the legal representative is familiar with The Army's redress process, I would also hope that they would fully explain it to their client, so the survivor does not misunderstand The Army's intentions.

3. Records

- 3.1 Some survivors have commented that they were unhappy at the extent of the records of their time in care provided to them by The Salvation Army. Colonel Walker will also comment on this. I do not know why some historical records are so brief. I commented in my Primary Brief that I believed that The Army has relatively good home records. I still believe that, comparatively, this is the case, at least, in the sense that our home records have generally enabled me to identify fairly easily and quickly whether a survivor was in a home. I accept that it is often the case that the records themselves do not shed much further light on the experience of that survivor while in the home. I appreciate that some people would have expected that The Army could and should have kept more detailed records.
- 3.2 All I can do is reiterate, as I said in my Primary Brief, that when a survivor requests their file, I do endeavour to provide survivors with as much information about their home records as possible.
- 3.3 I also have been asked to comment on policies and practices followed by The Salvation Army in relation to destruction of records from 1950 until the present, as it relates to concerns / complaints / allegations or claims relating to abuse and redress processes.

- 3.4 I understand that Colonel Walker will comment more fully on The Salvation Army's policies and practices on relevant records overall.
- 3.5 However, specifically, I can say that, from at least 2000, as far as I am aware, no records in relation to claims of historic abuse in children's homes operated by The Salvation Army would have been destroyed.
- 3.6 Colonel Walker will describe the various personnel records and how and where they are retained. In addition, and working with the Chief Archivist:
- (a) I have made it clear that the records of any children in our care that we hold are to be retained. As I noted in my Primary Brief, we have generally always been able to find some records of the person's time in our care, if they had been a resident and we have sufficient information to identify the person. The records we hold are all retained.
 - (b) I have made it clear that any other records related to any children's homes at all are also all retained. For example, there are miscellaneous records held at The Salvation Army's Archives facility at Trentham (**Archives**) that may include photos of the homes, day books from the homes and / or manager's notes etc. Where they exist, these documents are all safely stored.
- 3.7 In addition, I have personally retained hardcopy records and interview recordings regarding all survivors with whom I have interacted in relation to such claims. These records are held securely in locked cabinets in my office at The Salvation Army's Territorial Headquarters. The vast majority were digitised last year. I envisage that, in time, these records will also all likely be moved to Archives.

4. Support available to claimants

- 4.1 I have been asked to comment on processes or support available to all claimants from the point a concern, complaint, allegation or claim is received, but especially relating to access issues for vulnerable groups (e.g. Māori or Pacific people in prisons, people who are deaf or disabled, etc.).
- 4.2 Over the years I have managed claims from survivors in a variety of circumstances and in a range of settings. I have always sought to support them as best I can through The Army's redress process. This has included, amongst other things, arranging and funding travel and accommodation for survivors (and their support people) for meetings with The Army, arranging appropriate venues for meeting survivors in a setting in which they are comfortable and travelling myself to meet survivors.²
- 4.3 As I also outlined in the Primary Brief, anyone making a complaint to The Salvation Army is welcome to have a legal representative, support person or support people present at all times in interviews. In recognition of the significance of whānau and extended family in Māori culture, I have accommodated requests by survivors for such support to be provided by more than one person (i.e. family members). If interpreters were needed to enable the discussion to occur in te reo or another language, I am sure that we could and would accommodate that. (I note that we have had few, if any, survivors come forward of a Pasifika culture that I can recall but the same would apply in that regard.)
- 4.4 As an organisation, I think we can continue to reflect on whether there is more that The Army can do to offer survivors support

² I noted the evidence of Gloria White that she was very comfortable meeting in an Army facility (and so did not need to take up my offer of meeting at a non-Army venue) but other survivors have not wanted to be anywhere near an Army facility. I have endeavoured to accommodate either preference.

from the time that they make a claim and how to include appropriate cultural elements in its redress process. We have an overarching commitment to Te Tiriti o Waitangi but I would be the first to accept that this has not necessarily been front of mind as our overall approach to redress has evolved.

- 4.5 Where necessary, The Army has adapted its processes to accommodate survivors in prison, including Māori survivors. I have always sought to provide the same support to all survivors in prison that I would to any other survivor sharing their experience with me. There are, however, some practical limitations to the support that The Salvation Army can provide an incarcerated survivor. For example, I have had situations where a survivor in prison has requested counselling, but it has not been possible for that to happen in the prison setting. We have however assisted some survivors on their release, such as by providing counselling, funding accommodation and funding legal support for a parole hearing. We have also made referrals to The Army's Reintegration Service, which provides support to people re-entering the community after prison.
- 4.6 The Army has always sought to adapt its processes to accommodate the needs of survivors, and would do so for those affected by any disability. To the extent necessary, The Army would, consistent with the way in which we adapt the redress process to the needs of survivors, have no issue in making any arrangements necessary to accommodate and support a survivor with a disability throughout the redress process. For example, if additional support people or sign language interpreters, or if any particular setting were required for any meetings with The Army, I am sure we could and would accommodate that.
- 4.7 I do note, however, that for legally represented survivors, as I outlined above, I am also often reliant on the legal representative to advise me if the survivor needs any specific support, as I may

not be able to ascertain this for myself ahead of meeting with them.

- 4.8 I would also reiterate that in my dealings with survivors I have tried to enquire very openly as to how we can best assist them outside of the engagements in the redress process. Over time, and in addition to monetary compensation and access to and/or funding for counselling, we have offered other forms of more personalised assistance. This has taken a variety of forms, including acknowledging issues of disability e.g. we assisted one survivor with funds to purchase treatment for hearing loss. It has also included such other assistance as purchasing a computer for a family member of a survivor, funding travel expenses for a survivor to travel to New Zealand and paying for dental work. For some survivors, re-engagement with whānau has been important and we have offered assistance with this through our family tracing service, and as I outlined in the Primary Brief, provided funds for family gatherings to occur.

5. Policies to deal with complaints about the redress process

- 5.1 I have been asked to comment on whether The Salvation Army has any policies and processes to deal with complaints about the complaints or redress process themselves, and if there were such policies and processes, whether they resulted in any changes over time.
- 5.2 The Salvation Army does not have specific policies or processes to deal with complaints about its redress process. Rather, The Army and I have considered complaints about the redress process on a case by case basis. I have noted the reflection of Colonel Walker that we could consider having a second person appointed to which complaints could be directed. I would be happy with that approach if The Salvation Army wished to do that

as I acknowledge it is not always easy to objectively address complaints about a process one is themselves running.

5.3 I would say, more generally, and as I outlined in the Primary Brief, although the fundamental features of our process have not changed much since about 2003, we have nonetheless adapted and changed other elements of the process over time. This includes in response to complaints about our process, such as the complaints made in 2003 by GRO-B about our overly legalistic approach.

5.4 I also wish to comment specifically on complaints, requests and suggestions from Cooper Legal that I have received over the years, in particular, about The Army's redress process. I have approached and considered each of these complaints on a case-by-case basis, including in discussion with Cooper Legal where appropriate, and adapted the redress process where necessary. I outlined some of these issues in my Primary Brief, including with regard to The Army's requirement that the survivor attend a face-to-face interview with me, but other such instances include:

- (a) The Army agreeing to only request psychiatric reports for survivors when I thought it specifically necessary. The requirement for such reports had initially been a requirement of The Army's insurer but from about 2007 I have rarely requested these. (I do not believe that I have now requested a psychiatric report for a survivor in nearly 10 years.)
- (b) Endeavouring to ensure that officers attending interviews with survivors not wear their uniforms as this was important to many of Cooper Legal's clients (although some survivors are not as bothered by this as others).

6. Categories to determine settlement payments

6.1 I have been asked to comment on whether The Salvation Army has at any time developed or used categories or 'bands' or other criteria to determine settlement payments, and if so:

(a) how were they calculated; and

(b) when and in what circumstances have they been applied.

6.2 I outlined my general approach to assessing appropriate settlement payments in my Primary Brief, including factors which I take into account in deciding on an appropriate amount to offer. Beyond that, I have not developed or used further categories or bands or other criteria to determine settlement payments.

6.3 I have commented on settlements with survivors represented by Grant Cameron Associates (**Grant Cameron**) in the next section of this brief.

7. Dealings with Grant Cameron and related matters

7.1 The Commission has also specifically asked me to comment on settlements with survivors represented by Grant Cameron. As survivors have made some other statements about The Salvation Army's dealings and relationship with Grant Cameron, I also think it would be of use to provide a more general overview of the history of that relationship.

Janet Lowe

7.2 Before I turn to that I also wish to acknowledge the evidence of Janet Lowe and, in particular, her comment that a letter written to her by our lawyers dated 29 May 2001 was unacceptable and laid the foundation for her establishing SAAS and the subsequent engagement of Grant Cameron. I absolutely accept that letter

should never have been written or sent. There is no excuse or apology that could suffice. The only context I can give is as I had explained in my Primary Brief when allegations of historical abuse first started to surface in the early 2000s (and Janet Lowe's was one of the first claims we received of this nature) there was no policies or procedures in place for responding. The extent of the issue was not well understood and I'm sure it would be fair to say that there was initially disbelief at what Janet Lowe was alleging. It was not until late 2003 when matters escalated that leadership took charge, accepted that we must take responsibility for abuse suffered in The Army's care and our redress process started to develop in a more organised and (I would like to think survivor focused) way. While it has not been perfect since, and while other regrettable letters have been subsequently sent, we have learned a lot since 2001.

- 7.3 To this day, I am sorry for the way Janet Lowe was treated in that early period in developing our claims redress process. Despite this, in giving her evidence at the Royal Commission she was thoughtful and insightful. We are grateful for her testimony and her suggestions of what more could be done.

Grant Cameron

- 7.4 Between 2004 and 2006, Grant Cameron acted for a number of survivors who made claims against The Army. Grant Cameron originally approached the Army in relation to specific individuals, but were later instructed to represent a group of survivors.
- 7.5 Grant Cameron sought to arrange a process for settlement with The Salvation Army on behalf of that group of survivors. We began discussions on this process in late 2004. I met with Grant Cameron on 27 October 2004 to discuss their initial proposals for a resolution process to cover a number of survivors. McElroys and Mike Ring accompanied me to this meeting. Following this

meeting, Grant Cameron wrote to us on 25 November 2004 to outline a process that was somewhat different from The Army's usual process, including that it proposed a mediation/facilitation process if survivors refused an initial settlement offer from us following an interview and investigation process.³

- 7.6 It took some time to finally agree on a resolution process. A key letter was sent by Grant Cameron on 15 July 2005.⁴ This included Grant Cameron's proposal for settlement bands within which each claimant would fall, and an indication of where Grant Cameron suggested each claimant should fall in the band.
- 7.7 While these "process" discussions continued, we did continue to advance other aspects of survivors' claims. In particular we continued to engage with Grant Cameron on Privacy Act requests made on behalf of survivors during this time. We also negotiated a settlement for another survivor represented by Grant Cameron during this time who wanted to settle her claim as soon as possible. I recall that Grant Cameron sought to compare the amount of compensation offered to this survivor to other survivors. We were reluctant to do this at the time, primarily due to privacy and confidentiality concerns.⁵ In particular, this refusal to discuss other settlements should be seen in the context of an incident earlier in 2004 where Grant Cameron had disclosed confidential information (of which The Army was not previously aware) and an incorrect settlement amount in relation to another survivor in an attempt to directly compare settlements.⁶ The survivor in question had chosen to approach and settle directly with The Army, although he was previously represented by Grant Cameron. I understand that the disclosure of this information

³ Letter from Grant Cameron Associates dated 25 November 2004 [TSA.908.0061a] / [WITN0250023].

⁴ Letter from Grant Cameron Associates dated 15 July 2005 [TSA.917.09187] / [WITN0250024].

⁵ Letter from McElroys dated 30 November 2004 [TSA.024.0014a] / [WITN0250025].

⁶ Letter from Grant Cameron dated 26 July 2004 [TSA.024.0005] / [WITN0250026].

resulted in complaints to the Privacy Commissioner and to the Law Society about the Grant Cameron lawyer involved.

- 7.8 I do not recall initiating direct contact with survivors represented by Grant Cameron myself, nor do I remember Grant Cameron approaching me with any concerns about my approaching survivors directly at the time. Exhibit WITN0117017 suggests that the Army directly approached survivors represented by Grant Cameron in order to resolve claims. I suspect that the reference in this document may refer to the survivor discussed above.
- 7.9 The July 2005 letter that proposed settlement bands notes that Grant Cameron had used a range of factors to determine how claimants fell within each band. I cannot recall if I was specifically informed of what these factors were outside of Grant Cameron's assessment that the bands represented different levels of seriousness. I also cannot recall if the survivors that Grant Cameron represented were aware of the bands and their proposed position in the relevant band.
- 7.10 In any event, my recollection is that I used this information and the proposed grouping of these survivors as a starting point to assess the expectations of Grant Cameron and its clients as to appropriate settlement amounts for each person. It was no different in many respects to receiving a letter about an individual person that may have included an indication of their financial settlement expectations.
- 7.11 While we and Grant Cameron had discussed possible alternative processes for handling the claims of the survivors the firm represented, we ultimately followed our normal process (i.e. the one I set out in detail in section 7 of my Primary Brief). Once Grant Cameron had provided the further information requested on settlement bands, I realised that I actually needed to meet with the survivors represented by Grant Cameron, in order to

assess appropriate amounts of compensation to offer, and then make a settlement offer to the survivor at the end of the meeting.⁷ Grant Cameron agreed to this, but requested that the template discharge include a term that the survivor seek legal advice on my offer before signing.⁸ We ultimately agreed that the discharges would include a clause confirming that The Army would keep the offer open for 14 days to enable the survivor to seek legal advice.⁹ Grant Cameron then arranged my meetings with survivors and most of those meetings (to my memory) were also attended by Ben Walker of Grant Cameron.

7.12 Thus, ultimately, I adopted my own normal process to decide on what may be an appropriate financial payment. I note that some survivors represented by Grant Cameron ultimately ended up receiving amounts outside the bands that the firm proposed: some received more and some received less. I have set out in an Appendix a comparison of the compensation amounts paid to survivors represented by Grant Cameron, compared to the bands proposed by his firm in its July 2005 letter.¹⁰ Indeed, during my subsequent interviews and interactions with some survivors, I recall that some had expectations of settlement figures in excess of what those bands indicated.

7.13 I have not used these bands to determine compensation amounts for other survivors but, as I explained in my Primary Brief, the expectations of legal advisers in the same or similar cases / circumstances have been helpful to me in reaching appropriate compensation amounts.

⁷ Letter from McElroys dated 21 July 2005 [TSA.105.0172] / [WITN0250027].

⁸ Letter from Grant Cameron Associates dated 9 August 2005 [TSA.917.08572] / [WITN0250028].

⁹ Letter from Grant Cameron Associates dated 29 August 2005 [TSA.917.07613] / [WITN0250029]; Email from McElroys dated 30 August 2005 [TSA.917.07395] / [WITN0250030]; Attachment to email from McElroys dated 30 August 2005 [TSA.917.07396] / [WITN0250031].

¹⁰ I note that this table does not include other monies paid to the survivors represented by Grant Cameron, such as the \$5,000 paid to Ms B for counselling costs and the \$1,500 paid to Jan Lowe to cover treatment for hearing loss.

7.14 I do recall that there was some debate between McElroys (on the Army's behalf) and Grant Cameron as to the costs that the Army would pay Grant Cameron for their work representing the survivors. During discussions with Grant Cameron, the Army's position was that it would consider a contribution to the costs that Grant Cameron had incurred at the end of the process. The Army was therefore surprised to receive an invoice from Grant Cameron representing the firm's total legal costs on 9 December 2005 and to hear Grant Cameron's assertions that an "agreement" on costs had been reached in 2004. McElroys, on behalf of the Army, entered into negotiations with Grant Cameron with regard to paying costs. My recollection is that an agreement was not reached on the issue of costs until 16 March 2006, when Grant Cameron accepted the Army's offer of a payment of \$72,000 plus GST in full and final settlement of the costs incurred in representing survivors to that time.¹¹

7.15 As far as I can recall, most of the claims by survivors represented by Grant Cameron were settled by June 2006.

Involvement of an MP

7.16 The evidence of Janet Lowe and Ms B talked about the involvement of an MP – Nathan Guy – in 2007 and 2008 as they had concerns that some aspects of our agreed process with survivors had not been followed through. I accept there were slippages in our process during this time. On reflection I think there were probably just too many claims that we were dealing with at once from about 2004 to 2006 and things did fall through the cracks. In some cases, we had also misunderstood what survivors had wanted from The Army.

¹¹ Letter from Grant Cameron dated 16 March 2006 [TSA.105.0082] / [WITN0250032].

- 7.17 Once Mr Guy became involved and advised of us of what the survivors were requesting, we endeavoured to provide this promptly. Unfortunately, we were not able to meet all the requests made by survivors e.g. we were not able to provide tapes of interviews, as the interviews had been recorded digitally and could only be provided on CDs.
- 7.18 However, it should not have required the intervention of Mr Guy for The Army to respond to these requests and I regret that survivors had go to such lengths. I do not believe that it is the case today that such a situation would arise again.

8. Claims by deceased people

- 8.1 I have been asked to comment on policies and practices that would be followed if The Salvation Army received a claim on behalf of a deceased person.
- 8.2 The Army does not have a specific policy or practice for managing claims of this kind. To the best of my recollection, over the years, I have received two claims or approaches on behalf of deceased people. There have also been two instances where survivors have made a claim but died during the redress process and another where a claimant died shortly after concluding the redress process.
- 8.3 As with all claims The Army receives, I have considered each of these situations on a case by case basis. Where the claimant died shortly after concluding the redress process, the funds, which were a part of the agreed settlement, were paid to her estate. The claims of the two survivors who passed away after contacting The Army were not progressed further by anyone on their behalf.
- 8.4 In the instances where the Army has been approached on behalf of deceased people, The Army ultimately did not offer a monetary

settlement. As I have said previously in my Primary Brief, a key part of The Army's redress process is to meet with survivors in order to understand the abuse which occurred, its effect on the survivor's life, the extent to which a monetary settlement could be used in some part to assist the survivor to move forward with their life and to undertake the Army's basic verification process. A central issue for The Salvation Army in receiving claims made on behalf of deceased people is that it is difficult to address and understand those claims by in the ways envisaged by The Army's redress process. That said, it is not The Army's policy to refuse claims solely on the basis that the survivor of alleged abuse is dead and I would consider dealing with such a claim where the key objectives of The Army's redress process could still be achieved.

- 8.5 I have sought to offer other support to families of deceased people who come forward, where appropriate. For example, in 2013, I agreed to pay the costs of a headstone for one of these people.

9. Response to evidence of survivors

The Salvation Army's knowledge of unsafe people or environments

- 9.1 I have been asked to comment on a perceived theme in the evidence of at least two survivors, [[Scott Munro]] and Gloria White, which appears to indicate knowledge by The Salvation Army of unsafe people or environments but nevertheless allowing children to go into them. I understand that I am being asked to comment on this topic in the context of how it impacted redress, as opposed to addressing the specifics of the factual matters underlying that evidence.
- 9.2 In settling each of these two claims, and following my basic verification procedures, I have taken the survivors at their word

as to what happened to them both within, and outside, the care environment that The Salvation Army was responsible for. Each of these survivors outlined abuse that occurred within the children's home environment. In addition, they also outlined what I would describe as a general lack of care, or neglect, by those working at the home in not doing more to protect them from abuse that was being inflicted on them outside of that home. Both survivors also described the ongoing negative effects on them of the abuse they suffered and ongoing trauma in their lives.

- 9.3 All of these factors were weighed by me and factored into the redress the survivor was offered.

Evidence of Roy Takiaho

- 9.4 I have been asked to comment on a specific aspect of the evidence of Roy Takiaho which relates to his stabbing of another inmate following his interview with me.
- 9.5 I was previously unaware of the stabbing that Mr Takiaho spoke of in his evidence and I was shocked to hear of that. I am also saddened to hear that Mr Takiaho feels that The Salvation Army's redress process was frustrating for him.
- 9.6 All I can say on this is that I cannot recall any warning signs that Mr Takiaho was feeling undue frustration or stress at the time of my interview with him. Obviously the content is very distressing but I do not recall anything overly unusual about the interview. In listening back to the audio recording in more recent times, I do not think Mr Takiaho's demeanour and responses outwardly indicate undue frustration or stress. I know that Mr Takiaho has acknowledged that he was covering up his emotions in his interview with me.

- 9.7 I am not sure how I could have approached things differently with Mr Takiaho on that day or in arranging the interview with him. I recall that I discussed with Mr Takiaho the possibility of counselling during his interview.¹² He noted that he didn't think counselling was available in the prison. I suggested Mr Takiaho and Cooper Legal discuss his needs in that regard and come back to me about that.
- 9.8 As Mr Takiaho was legally represented, if Cooper Legal had any concerns about his mental state following their own interview with him two days before I met with him, I would have expected that Cooper Legal would raise this with me so that we could discuss how to approach his interview in an appropriate and compassionate manner. I don't remember Cooper Legal raising any concerns with me before or during the interview. If Cooper Legal had wanted to stop the interview because they thought Mr Takahio was not coping, I would have done so. I also do not know what processes Cooper Legal has in place to check in on their clients after interviews, or if they did check up on him in this case. But, given his legal representation by them, I was not in a position to approach him myself without Cooper Legal's consent.

Evidence of Darrin Timpson

- 9.9 I wish to comment on one aspect of Mr Timpson's evidence as this is very important to the Army's overall approach to redress. Mr Timpson's discharge includes a confidentiality clause. This is unusual because, as I have outlined above and in my Primary Brief, we do not require such clauses to be included in discharges and, indeed, try to discourage them.
- 9.10 The Army did not require this clause to be included in Mr Timpson's discharge; it was not a condition of ours. I have

¹² Transcript of meeting between Murray Houston and Roy Takiaho, 9 December 2004 [TSA.1391.0004] / [WITN0250033].

reviewed our records (including those that have been provided to the Commission already) and outlined the relevant sequence of events below:

- (a) As I was dealing with Cooper Legal on a number of different survivor claims at that time, I provided Cooper Legal with a draft discharge that could be adapted for each survivor.¹³ That draft included an optional clause as to confidentiality but which expressly stated it was “whole clause optional, only to be included if required by claimant”.¹⁴
- (b) I understand that Cooper Legal then completed the discharge for Mr Timpson to sign. I do not know why the clause was ultimately included in Mr Timpson’s discharge or what discussions he may have had with his lawyer about it.
- (c) When Cooper Legal returned the completed version of the discharge signed by Mr Timpson to me on 5 October 2009, it included the optional confidentiality clause.¹⁵
- (d) Before I signed the discharge, I explicitly noted to Cooper Legal that The Salvation Army did not require the confidentiality clause to be included.¹⁶

9.11 Thus, it must have been a term that Mr Timpson or his legal advisers themselves wished to include. The Salvation Army did not require this as a condition of Mr Timpson’s settlement.

¹³ Normally, I would prepare the draft discharge myself and forward it to the survivor or their legal representative for signing. In this situation, as we were dealing with the claims of a number of survivors at the same time, I thought it more appropriate to provide a template that Cooper Legal could adapt according to the wishes of the individual survivor.

¹⁴ Letter to Cooper Legal dated 14 September 2009 [WITN0044004].

¹⁵ Email from Cooper Legal dated 5 October 2009 [TSA.917.05593] / [WITN0250035]; Attachment to Cooper Legal email dated 5 October 2009 [TSA.917.05595] / [WITN0250036].

¹⁶ Email to Cooper Legal dated 6 October 2009 [TSA.917.05449] / [WITN0250037].

Evidence of Ms B

9.12 I wish to comment on two aspects of Ms B's evidence. Ms B made some statements that she says other survivors have told her about their dealings with The Salvation Army. I do not know all of the details of these but wanted to comment briefly on a couple of these points in a general sense.

- (a) Ms B says that The Army recorded meetings without the survivor's consent. As I outlined in my Primary Brief, I record interviews with survivors, where the survivor consents to the meeting being recorded, so that we both have an accurate record of the meeting. To my recollection, I have not recorded a meeting without seeking that consent. I outline the structure of the interview to survivors prior to our meeting, including to confirm whether they are comfortable with my recording the conversation. In the case of the survivors represented by Grant Cameron, I note that, subject to the agreement of the individual survivors, Grant Cameron gave a broad consent that I could record meetings for all the survivors they represented.¹⁷ Unfortunately, I understand that Grant Cameron did not always inform their clients in advance that I intended to record our meetings and I did have to explain this to some survivors myself.
- (b) Ms B says that The Army provided redacted transcripts of meetings. In the early stages of our dealings with claims, survivors were provided with transcripts of their meetings. Once typed, each transcript was verified for accuracy against the original recording. To my knowledge, I have never redacted or otherwise deliberately altered a transcript before providing it to a survivor. To do so would have defeated the point of providing a transcript, which is to

¹⁷ Letter from Grant Cameron Associates dated 19 August 2005 [TSA.917.07905] / [WITN0250038].

ensure that survivors have a verbatim record of their meeting with The Army. In saying this, there have been occasions where parts of recordings have been difficult to hear and so it may not have been possible to transcribe these sections. Where this is the case, the typed transcript may use, for example, a series of dots or question marks to indicate that there are gaps where the recording cannot be heard. For completeness I note that in later years we stopped having the interviews transcribed and simply provided the verbatim recording.

Evidence of [[Scott Munro]]

- 9.13 I wish to comment on some aspects of [[Mr Munro]]'s evidence.
- 9.14 I was unaware that [[Mr Munro]] felt that he was “made to sign a settlement discharge” until reading his witness statement. I do not recall any signs at the time that [[Mr Munro]] felt pressured to sign a settlement agreement with the Army.
- 9.15 [[Mr Munro]] was represented by Cooper Legal throughout this process, who, to my memory, did not raise concerns that The Salvation Army was putting improper pressure on [[Mr Munro]] or that he was not in a position to provide the discharge. His discharge was not signed until December 2009, nearly three months after my original meeting with him.
- 9.16 [[Mr Munro]] claims that he was asked not to talk about his settlement. There is no confidentiality provision in [[Mr Munro's]] discharge.¹⁸ I do not recall otherwise asking [[Mr Munro]] not to talk about his settlement and, as I have said, it is simply not part of our approach to ask for confidentiality of our settlements.

¹⁸ Signed discharge dated 10 December 2009 [TSA.101.0175] / [WITN0250039].

Evidence of GRO-B

9.17 In addition to the evidence that [[Mr GRO-B] has given about his interaction with The Army's redress process, I note that [[Mr GRO-B] sent me a personal follow up letter once his claim was settled. This letter thanked me for working with Ms Cooper on the claim to get it over and done with and said he could now put the matter behind him.¹⁹

Statement of Truth

This statement is true to the best of my knowledge and belief and was made by me knowing that it may be used as evidence by the Royal Commission of Inquiry into Abuse in Care.

Signed: _____
Murray Houston

Dated: _____

¹⁹ Letter to Murray Houston dated 27 October 2004 [TSA.037.0032] / [WITN0250040].

Appendix: Compensation paid to survivors represented by Grant Cameron compared to their band

| Claimant | Band proposed by Grant Cameron | Amount received [compensation only. Excludes other financial payments e.g. for counselling costs] |
|------------|--------------------------------|---|
| GRO-B | Band 1 \$5,000 - \$15,000 | \$15,000 |
| | Band 1 \$5,000 - \$15,000 | \$15,000 |
| | Band 1 \$5,000 - \$15,000 | \$47,500 |
| | Band 1 \$5,000 - \$15,000 | \$12,500 |
| | Band 1 \$5,000 - \$15,000 | Note this survivor's claim was ultimately not pursued by him |
| | Band 2 \$20,000 - \$35,000 | \$32,000 |
| | Band 2 \$20,000 - \$35,000 | \$35,000 |
| | Band 2 \$20,000 - \$35,000 | \$40,000 |
| | Band 2 \$20,000 - \$35,000 | \$15,000 |
| Ms B | Band 2 \$20,000 - \$35,000 | \$45,000 |
| GRO-B | Band 2 \$20,000 - \$35,000 | \$42,500 |
| Janet Lowe | Band 2 \$20,000 - \$35,000 | \$37,500 |
| GRO-B | Band 3 \$35,000 - \$55,000 | \$55,000 |
| | Band 3 \$35,000 - \$55,000 | \$45,000 |
| | Band 3 \$35,000 - \$55,000 | \$40,000 |
| | Band 3 \$35,000 - \$55,000 | \$45,000 |
| | Band 3 \$35,000 - \$55,000 | \$42,500 |
| | Band 3 \$35,000 - \$55,000 | \$40,000 |
| | Band 3 \$35,000 - \$55,000 | \$30,000 |
| | Band 3 \$35,000 - \$55,000 | \$33,500 |
| | Band 3 \$35,000 - \$55,000 | \$45,000 |
| | Band 3 \$35,000 - \$55,000 | \$42,500 |

| Claimant | Band proposed by Grant Cameron | Amount received [compensation only. Excludes other financial payments e.g. for counselling costs] |
|----------|--------------------------------|---|
| GRO-B | Band 4 \$55,000 - \$75,000 | \$50,000 |
| | Band 4 \$55,000 - \$75,000 | \$55,000 |
| | Band 4 \$55,000 - \$75,000 | \$57,500 |
| | Band 4 \$55,000 - \$75,000 | \$60,000 |