

THIS DEED OF RELEASE is made the *2<sup>nd</sup>* day of *September* 1994 BETWEEN BYG of (called "the Plaintiff") of the first part and LOUIS VICTOR DANIELS of REDACTED Tasmania (called "LD") and THE TRUSTEES OF THE DIOCESE OF TASMANIA, THE DIOCESE OF TASMANIA, THE ANGLICAN CHURCH OF AUSTRALIA, THE ANGLICAN CHURCH OF AUSTRALIA IN TASMANIA, THE BISHOP OF TASMANIA, PHILLIP KEITH NEWELL, THE ANGLICAN BOYS' SOCIETY, CHURCH OF ENGLAND BOYS' SOCIETY and THE DEPARTMENT OF MISSION (all of whom are collectively referred to as "the Anglican Church") of the other part.

1. RECITALS

- 1.1 The Plaintiff alleges (called "the sexual assault allegations") that LD in his capacity as a priest of the Anglican Church unlawfully sexually assaulted the Plaintiff in or about January 1986 and January 1987 at Montgomery Park in Tasmania and that by reason thereof the Plaintiff suffered and continues to suffer personal injury loss and damage (called "the personal injuries").
- 1.2 LD has denied and continues to deny the sexual assault allegations and liability to the Plaintiff for the personal injuries.
- 1.3 The Plaintiff claims further that the Anglican Church is responsible for and liable to pay damages in respect of the personal injuries.
- 1.4 The Anglican Church has denied and continues to deny liability to the Plaintiff for the personal injuries.
- 1.5 With denials of liability and solely for the purpose of bringing any and all claims and disputes between the Plaintiff of the one part and LD and the Anglican Church of the other part and any entitlement of the Plaintiff to compensation or damages from LD or and the Anglican Church or either of them to an end LD has agreed to pay to the Plaintiff the sum of \$34,000.00 for damages inclusive of legal costs, on the following terms and conditions.

2. OPERATIVE PART

- 2.1 In consideration of the LD paying to the Plaintiff the sum of THIRTY FOUR THOUSAND DOLLARS (\$34,000.00) for damages inclusive of any claim for legal costs (the receipt of which the Plaintiff acknowledges) the Plaintiff releases LD and the Anglican Church and each of them jointly and severally from any and all claims, demands, disputes, suits or proceedings in relation to or arising out of the sexual assault allegations or the personal injuries and the Plaintiff further releases LD and the Anglican Church and each of them jointly and severally from any and all claims, demands, disputes, suits or proceedings that the Plaintiff has or may have against or with LD or the Anglican Church or either of them to the intent that LD and the Anglican Church and each of them jointly and severally shall stand free and discharged from any liability whatsoever howsoever arising to the Plaintiff.

The duty payable is \$80  
 assessed at 20-00

5-9-91 *M. Hall*

- 2.2 The parties agree that this deed of release operates as an absolute bar to prosecution by the Plaintiff of any common law action or other proceedings and that the same may be pleaded as such.
- 2.3 The Plaintiff indemnifies LD and the Anglican Church and each of them jointly and severally against liability to any person, firm or company claiming under or through or in right of the Plaintiff (whether pursuant to assignment, novation, trust or otherwise) in respect of any loss or damage referred to in or arising out of the sexual assault allegations or the personal injuries and the Plaintiff further indemnifies LD and the Anglican Church and each of them jointly and severally against any liability to any person, firm or company in respect of any claim, demand, dispute, suit or proceeding from which the Plaintiff has by these presents released LD and the Anglican Church or either of them.
- 2.4 The parties agree that this deed of release is made with a denial of liability by LD and the Anglican Church and solely for the purpose of putting all claims and disputes between the Plaintiff of the one part and LD and the Anglican Church of the other part to an end.
- 2.5 It is agreed and acknowledged that the fact and terms of this deed of release must be and remain confidential unto the parties and that neither the fact nor any of the terms of this release may be published disclosed or communicated anywise howsoever except by compulsion of law.
- 2.6 This deed of release shall enure to the benefit of each person or entity comprising the Anglican Church and to each servant or agent of each such person or entity.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore referred.

SIGNED SEALED AND DELIVERED by )  
 BYG in the presence of: )

SIGNED SEALED AND DELIVERED by )  
 LOUIS VICTOR DANIELS in the )  
 presence of: )

SIGNED SEALED & DELIVERED by the )  
**RIGHT REVEREND PHILLIP KEITH NEWELL** )  
 for himself and as the Bishop of )  
 Tasmania and for and on behalf of )  
 the Anglican Church of Australia, )  
 the Anglican Church of Australia in )  
 Tasmania, the Diocese of Tasmania )  
 the Trustees of the Diocese of )  
 Tasmania, the Anglican Boys' Society, )  
 Church of England Boys' Society and )  
 The Department of Mission in the )  
 presence of: )

*Philip Keewell*

*[Signature]*  
 J. A. PETER L. ROYWOODS

