

DEED OF RELEASE

THIS DEED OF RELEASE made the day of June 2006.

BETWEEN: REDACTED of REDACTED
 REDACTED hereinafter called the “Releasor”
 of the first part;

AND The Corporate Trustees of the Diocese of Grafton having its office at 50 Victoria Street, Grafton, in the State of New South Wales and the ***Right Reverend Keith Slater, Bishop of the Diocese of Grafton***, of 50 Victoria Street, Grafton, in the State of New South Wales (hereinafter together called the “Releasees”) of the second part.

WHEREAS:

- a. The Releasor during 1987 when aged about 17 years of age sought pastoral assistance and care at the house of the Reverend REDACTED (hereafter called the “The Priest”), at which time the said Priest was attached to the Cathedral Church of the Diocese of Grafton at Grafton;
- b. At the relevant time, the Priest was licensed as a Priest in Holy Orders by the then Bishop of Grafton and an office holder of the Releasees.
- c. A dispute has arisen between the Releasor and a Priest, who at the relevant time was licenced in the Diocese of Grafton, in that the Releasor alleges that while she was in a pastoral and dependent situation with the Priest he engaged in unconscionable conduct towards the Releasor which could amount to sexual misconduct, indecent assault and sexual assault;

and in the circumstances the Releasees might be vicariously liable for the alleged sexual misconduct, indecent assault and

sexual assault proved to be perpetrated by its office holder, the Priest, against the Releasor;

- d. The Releasor claims to have suffered loss as a result of the events alleged in Recital c above.
- e. The Releasees are not able to admit or deny the allegations referred to in Recital c and are not able to admit liability for the abovementioned loss.
- f. It has been agreed between the parties that without admission of liability on the part of the Releasees:

a) the Releasees will immediately upon the signing of this Deed pay to the Releasor

- (i) the sum of \$37,500 inclusive of costs (receipt of which is hereby acknowledged) and

in consideration of the Releasor not proceeding further with her complaint against the Releasees and any claim for action pursuant the Church Discipline Ordinance 1966-1999 or the Common Discipline Ordinance and discharge all actions, suits, claims, costs and demands in respect of the loss which the Releasor may now or at any time hereafter have against in the Releasees, arising out of the circumstances in Recital c above.

NOW THE PARTIES AGREE THAT:

- 1. In consideration of and upon receipt of the aforesaid payment, and pursuant to this Deed, the Releasor will release the Releasees from all manner of actions, suits, causes of action and suit, claims and demands, whatsoever both at law or in equity or arising under the provisions of any statute which the Releasor now has or could, would or might but for the Deed at any time or times hereafter have

or have had upon or against any or all of the Releasees and their servants, agents, officers, employees, committees, parishioners, councils, bodies or corporations, by reasons or on account of or in any way connected with the alleged occurrence referred to in Recital c above.

2. The parties to the Deed agree that they have had the opportunity to obtain the benefit of independent legal advice and that each of them freely enter into this Deed in the absence of any unfair pressure or duress.
3. Other than disclosing such information to their professional or financial advisers, or for the purpose of enforcing this Deed, the Parties agree that none of them will, unless compelled to do so by law, at any time hereafter, either on their own cost behalf or through any agent, adviser, or intermediary, divulge to any person or body the terms of the amount of the settlement of the dispute provided by this Deed.
4. The Parties agree that none of them shall disparage the other party. In the case of the Releasor, this clause shall also operate to restrain the Releasor from disparaging the Releasees or any of the servants, agents, officers, employees, committees, parishioners, councils, bodies or corporations of the Releasees. In the case of Releasees, this clause shall operate to restrain the Releasees and to have them use reasonable endeavours to restrain their servants, agents, officers, employees, committees, parishioners, councils, bodies or corporations from disparaging the Releasor.
5. Nothing in this Deed is intended to prevent the Releasor from telling her story of the events referred to in recital c.

IN WITNESS WHEREOF the parties have duly executed this Deed.

SIGNED BY THE SAID)

REDACTED)

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REDACTED

In the presence of

Signature of Witness

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*THE COMMON SEAL OF THE)
CORPORATE TRUSTEES OF)
THE DIOCESE OF GRAFTON)
WAS HERETO AFFIXED)
PURSUANT TO A RESOLUTION)
OF MEMBERS AT A DULY)
CONSTITUTED MEETING IN THE)
PRESENCE OF)*

REGISTRAR

*SIGNED BY THE SAID)
Rt Rev K F Slater)
Bishop of the Diocese of)
Grafton)*

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In the presence of

Signature of Witness

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