

**DEED OF RELEASE**

**Between**

AAP

**("The Claimant")**

**and**

**BROTHER JEFFREY CROWE, THE PROVINCIAL FOR THE TIME BEING OF THE MARIST BROTHERS**

**and**

**THE TRUSTEES OF THE MARIST BROTHERS, A BODY CORPORATE UNDER THE ROMAN CATHOLIC CHURCH AND COMMUNITIES LANDS ACT 1942**

**and**

**ALL PRIOR AND FUTURE PROVINCIALS OF THE MARIST BROTHERS**

**And**

**ALL PRIOR AND FUTURE MEMBERS OF THE PROVINCIAL COUNCIL OF THE MARIST BROTHERS**

**And**

**ALL PRIOR PRINCIPALS OF MARIST COLLEGE, PEARCE**

**And**

**MARIST COLLEGE, PEARCE**

**And**

**CATHOLIC CHURCH INSURANCES LIMITED (ACN 000 005 210)**

**("The Respondents")**

**DEED**

DATE: 2 October 2009

**PARTIES**

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Between AAP [redacted] (c/o) Porters Lawyers, Level 7, 39 London Circuit,  
Canberra City ACT 2601  
(The Claimant)

And

**BROTHER JEFFREY CROWE, THE PROVINCIAL FOR THE TIME BEING  
OF THE MARIST BROTHERS**

and

**THE TRUSTEES OF THE MARIST BROTHERS, A BODY CORPORATE  
UNDER THE ROMAN CATHOLIC CHURCH AND COMMUNITIES LANDS  
ACT 1942**

and

**ALL PRIOR AND FUTURE PROVINCIALS OF THE MARIST BROTHERS**

and

**ALL PRIOR AND FUTURE MEMBERS OF THE PROVINCIAL COUNCIL OF  
THE MARIST BROTHERS**

And

**ALL PRIOR PRINCIPALS OF MARIST COLLEGE, PEARCE**

And

**MARIST COLLEGE PEARCE**

And

**CATHOLIC CHURCH INSURANCES LIMITED (ACN 000 005 210)**

(The Respondents)

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RECITALS

- A. The Claimant says that:
- (i) the claimant attended Marist College Pearce, ACT ("the College");
  - (ii) the claimant received tuition at the College;
  - (iii) the claimant met Brother Kostka Chute, a teacher at the College;
  - (iv) whilst he was a pupil at the College he was unlawfully assaulted by Brother Kostka Chute who was a teacher at the College;
  
  - (v) as a result of such unlawful assaults, he sustained loss, damage and injuries and may require specialist counselling and therapy;
- ("the Claim")
- B. Brother Kostka Chute was at all material times a teacher at the College.
- C. (i) The Claimant has alleged that the Respondents are jointly and severally liable to him in respect of the Claim;
- (ii) The Respondents recognise their pastoral obligations towards the Claimant but do not admit they are legally liable for the Claim or any loss, damage and injuries;
- (vi) However, in order to avoid the cost, expense and inconvenience of litigation or further dispute the Respondents have agreed with the Claimant to settle the Claim on the terms set out in this Release.

## IT IS THEREFORE AGREED THAT:


1. The Respondents shall pay to the Claimant the sum of \$285,000 inclusive of any claim for interest and costs and subject to clause 2 hereof ("the Settlement Sum"). The Settlement Sum will be paid within twenty eight (28) days of this Deed being executed and returned to Monahan + Rowell, and Medicare/Centrelink clearances being received by Monahan + Rowell, whichever is the later.
  
2. In the event a person or body seeks to recover all or any part of the Settlement Sum from the Respondents for the repayment of social services including but not limited to Medicare, Centrelink and DEEWR services ("benefits") or victim's compensation awarded and paid to the Claimant, the Claimant agrees to indemnify them in respect of the repayment. Further, if the Respondents or their insurers are required to send part of the Settlement Sum to a statutory body in respect of benefits or victim's compensation or receive a statutory demand for repayment of benefits or victim's compensation, the Claimant authorises the Respondents to pay the amount sought out of the Settlement Sum and the amount payable under clause 1 hereof shall be reduced accordingly. The Claimant authorises the Respondents to provide Medicare Australia with a copy of the Deed of Release if they are required by Medicare Australia to do so.

3. The Claimant for himself, his Executors, Administrators, Heirs and assigns forever hereby releases and discharges the Respondents, Servants and Agents both jointly and severally from all actions, suits, claims and demands of every description past present or future relating to or arising from the Claim or any of the matters set out in this release which he now has or which he might have had but for the execution of this Release.
4. The Claimant will take all steps and do all things necessary to discontinue Australian Capital Territory Supreme Court proceedings 657 of 2008 with no order as to costs within 14 days of receipt of the Settlement Sum referred to in Clause 1.
5. The Respondents may plead this Deed in bar to any claim or proceeding by the Claimant or any person claiming on his behalf in respect of the Claim or any matter related to the claimant's presence, attendance, tuition and/or relationship to the College that is known or capable of being known at the time of executing this Deed.
6. The Claimant acknowledges that the payment made hereunder by the Respondents is partly made by virtue of the fact that Brother Kostka Chute, alleged by the Claimant to have caused him loss, damage and injury, the subject of the Claim, was a teacher at the College.
7. The Claimant acknowledges that by accepting the Settlement Sum and executing this Deed he is not entitled to make any further approach to the Respondents for financial assistance in respect of the Claim, including assistance with respect to any specialist medical advice or for damages or otherwise relating to the Claim.
8. The Claimant covenants and agrees that he will take no action against the Respondents or any servant or agent of the Respondents or any of them in respect of the Claim or in respect of the claimant's presence, attendance, tuition and or relationship to the College.
9. In the event that any provision of this Deed, or any part thereof, is held to be void or invalid, such provision or part thereof shall be severed from the whole and the balance of the Deed or the provision (as the case may be) shall remain in full force and effect.
10. This Deed sets forth the entire agreement between the parties hereto and supersedes any and all prior agreements or understandings between the parties hereto pertaining to the Claim.
11. The Claimant hereby acknowledges and confirms that his Solicitors have authority to receive payment on his behalf of the Settlement Sum and the Solicitors' receipt shall be a full and sufficient discharge of the obligation to pay.
12. It is the intention of the parties that this Deed shall be binding on all parties and the benefit of this Deed should extend to all persons and entities referred to throughout the Deed even though they are not parties to the Deed or they have not signed the Deed and the fact they are not a party or have not signed the Deed shall not prejudice or affect their right to rely on the Deed.
13. These terms of settlement are not to be disclosed other than what is required by law or for the purposes of enforcing this Deed.

**EXECUTED as a Deed.**

SIGNED by AAP in the presence of.

AAP

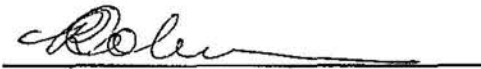
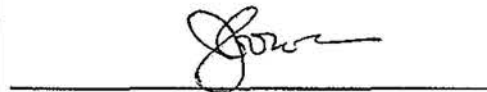


(Signature Of Witness)

CEIN ARTHUR BEAUM

(Name of Witness)

SIGNED by **BR JEFFREY CROWE**, Provincial for the time being of the Marist Brothers in the presence of:

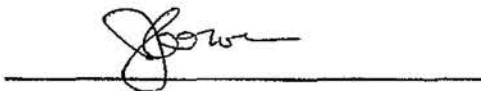


(Signature of Witness)

ANTHONY PHILIP ROBINSON

(Name of Witness - Please print)

THE COMMON SEAL of the Body Corporate called the **TRUSTEES OF THE MARIST BROTHERS** was hereunto affixed pursuant to a resolution passed at a meeting of the said Body Corporate in the presence of the Provincial and two other members of the said Body Corporate, all of whose signatures are hereunto affixed:



(Signature of Witness)

JEFFREY CROWE

(Name of Witness - Please print)

Graham Neist  
(Signature of Witness)

GRAHAM NEIST  
(Name of Witness - Please print)

W F Selden  
(Signature of Witness)

WILLIAM F SELDEN  
(Name of Witness - Please print)

SIGNED by **CATHOLIC CHURCH INSURANCES LTD (ACN 000 005 210)** in accordance with its Constitution:

Company Seal Affixed



[Handwritten Signature]

(Signed by Director)

[Handwritten Signature]

(Signed by Director or Secretary)

### SOLICITOR'S CERTIFICATE

*GLINTERRA BLAY*  
I, \_\_\_\_\_, of Porters Lawyers, of Canberra in the Australian Capital Territory certify that:

1. I am a legal practitioner holding a current practicing certificate and I act for  the Claimant.
2. I have explained the purport and effect of the annexed Deed to the Claimant,  who appeared to me to understand the purport and effect of this Deed.
3. The Claimant voluntarily executed the above Deed in my presence.

DATED the *2nd* day of *OCTOBER* 2009

*[Signature]*  
.....

Solicitor

*[Signature]*  
.....

Witness