

DEED OF RELEASE DISCHARGE AND INDEMNITY

IN CONSIDERATION of the payment by or on behalf of **The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane** of \$30,000.00 to **Joan Katherine Isaacs** (hereinafter with her executors, administrators and assigns referred to as "the Releasor"), the Releasor hereby:-

1. Forever releases, exonerates and discharges The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane as well as the Roman Catholic Church, its members, Parishes, Priests, including past, present and future Archbishops, and other servants, agents, volunteers or advisers (but excluding Francis Edward Derriman) (hereinafter jointly and severally referred as "the Releasees") from and against all actions, claims and demands arising out of or incidental to or in anyway connected with any sexual abuse matters involving the Releasor and the Releasees or in any way connected with the matters which are the subject of Supreme Court proceedings commenced in Brisbane numbered s10036\99 which involve actions on the part of Francis Edward Derriman while he was a Priest of the said Church (hereinafter referred to as "the Proceedings") including payment of associated expenses and counselling and medical expenses.
2. The within settlement brings to an end any further assistance, including payment of counselling or other medical expenses under any present or future special issues program (including the current *Towards Healing* program) administered by or on behalf of the Releasees or any one or other of them.
3. Agrees to prepare and arrange for a Notice of Discontinuance in relation to the Proceedings to be signed and filed within seven (7) days after payment of the agreed sum. Both the

Releasor and the Releasees agree to bear their own costs of and incidental to the Proceedings.

4. Acknowledges that the settlement is made without admission of liability by or on behalf of the Releasees and in the context of legal advice received from Thynne & Macartney that the said Corporation would successfully defend the Proceedings and secure an order for costs against the Releasor and that the offer of compensation is provided for pastoral care reasons to try and help the Releasor come to terms with Derriman's conduct and enable the Releasor and her husband and family to move on with their lives. In the context in which the settlement is offered, the confidentiality of the settlement as provided for herein is paramount.
5. Undertakes and agrees to indemnify and keep harmless from loss the Releasees, jointly and severally, from and against any action or claim the Releasees (or any one or more of them) from any party arising out of or incidental to or in any way connected with the factual matters the subject of the Proceedings and settlement as provided for herein.
6. Agrees that the within releases and indemnities may be pleaded by the Releasees as a bar to any proceedings or claims as a right to indemnity in respect of any such claim.
7. Agrees the terms of settlement are to remain strictly confidential and are not to be made known publicly or to third parties except for the purposes of enforcing the terms of the settlement. If asked by any third party about the matter, the parties are at liberty to disclose only that "*the dispute has been resolved and the terms are to remain confidential*" or words

to that effect. The requirement for confidentiality extends to the Releasor's lawyers or other agents.

8. Agrees not to make (or cause to be made) disparaging remarks or comments about the Releasees (or any one of them) in relation to the subject matter of the proceedings or this settlement to any party, including the Releasees (or any one or other of them). This settlement is to bring to an end the discussion of the matters in issue.

9. Acknowledges and accepts that:

- (a) The Releasees are entitled to injunctive relief against the Releasor to prevent a breach of either Clauses 6, 7 or 8 hereof or both of them; and
- (b) a Statutory Declaration sworn by a proper officer of The Roman Catholic Archdiocese of Brisbane forwarded to the Releasor shall be sufficient proof of the Releasor's breach of Clauses 6, 7 and 8 and sufficient to found any action brought by the Releasees against the Releasors; and
- (c) on breach of either Clauses 6, 7 and 8 hereof or both of them, the Releasees (or any one of them) shall be entitled at their option to, either,:
- (i) take injunctive action to enforce the terms of the settlement; or
 - (ii) provide notice to the Releasor cancelling the within settlement and requiring repayment of the settlement monies, which repayment the Releasor shall make payable to the Releasees within seven (7) days of receiving such notice.

10. In the construction and interpretation of this Release Discharge and Indemnity, where the

circumstances so require:-

- (a) the singular shall include the plural and vice versa; and
- (b) the neuter shall include the personal gender and vice versa; and
- (c) the word "person" shall include natural persons, Bodies Corporate or voluntary associations and also the person's heirs, executors, administrators successors and/or assigns.

11. The parties acknowledge that the payment of \$30,000.00 includes any Health Insurance Commission refunds which are to be the responsibility of the Releasor.

12. The Releasor authorises the Releasees to pay the said settlement sum as follows:-

(a) Health Insurance Commission	\$ 1,180.60
(b) Cranston McEachern Trust Account	\$28,819.40

Executed as a deed

Signed by the said **JOAN**)
KATHERINE ISAACS in)
the presence of :) Signature

.....
(Signature of Witness)

.....
(Name of Witness in Full)

Executed for and on behalf of)
 the Releasees by their solicitors)
 Thynne & Macartney duly) Signature
 authorised in the presence of:)

.....
 (Signature of Witness)

DRAFT

DATED _____ 2001

BETWEEN:

JOAN KATHERINE ISAACS

"the Releasor"

AND:

The Corporation of the Trustees of the Roman
Catholic Archdiocese of Brisbane

"the Releasee"

DRAFT

**RELEASE DISCHARGE AND
INDEMNITY**

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