

RELEASE

THIS DEED is made the 3<sup>rd</sup> day of August 2000

BETWEEN:

MICHAEL SCULL

[REDACTED]  
[REDACTED]  
[REDACTED] ("Scull")

and

THE SALESIAN SOCIETY (VIC) INCORPORATED

A body corporate  
of 1A Ventnor Street, Chadstone in the State of  
Victoria

("Salesians")

and

Fr. IAN MURDOCH

of 1A Ventnor Street, Chadstone in  
his capacity as Province Leader of the  
Salesians of Don Bosco an unincorporated Association  
of Chadstone in the State of Victoria

("Murdoch")

WHEREAS

- A. Scull alleges that over a period of time between 1965 and 1967 whilst a student at Salesian College, Rupertswood, Sunbury he was unlawfully sexually and/or physically assaulted by Fr. Jack Ayres ("the assaults"). Scull further alleges that as a result of the assaults he sustained loss, damage and injuries and may require counselling or therapy in the future. Such loss, damage and injuries being caused or contributed to by the negligence and/or the breach of duty of The Salesians and Murdoch, ("the Releasees"). Full particulars of his claim are set out in the medical report from Mr. [REDACTED]
- B. Scull acknowledges that Murdoch executes this deed on his own behalf and on behalf of past Province Leaders of the Salesians of Don Bosco, past and present members of the Provincial Leadership Team of the Salesians of Don Bosco and past and present members of the Salesians of Don Bosco.
- C. The Releasees deny that they are liable in any manner to Scull in connection with the acts, facts or circumstances of the alleged assaults or at all.
- D. In order to avoid the cost, expense and inconvenience of litigation the parties to this deed have
- [REDACTED]

agreed to settle the claim in the manner and on the terms set out in this deed.

## THIS DEED WITNESSES:

### CONSIDERATION

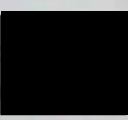
- (a) Murdoch agrees to pay to Scull the sum of \$45,000 inclusive of his legal costs on a party/party basis in exchange for Scull's promises set out in this deed.
- (b) Scull acknowledges that the consideration as set out in paragraph 1(a) is paid in full extinguishment of his rights against the Releasees, their servants, agents, contractors, employees, past Province Leaders of the Salesians of Don Bosco, past and present members of the Provincial Leadership Team of the Salesians of Don Bosco, and past and present members of the Salesians of Don Bosco.

### RELEASE

For the consideration set out in clause 1, Scull hereby releases and forever discharges the Releasees from all claims, actions, suits, demands, damages, charges, costs and expenses of every description whatsoever which he may have, or may have had but for this deed against the Releasees, their executors, administrators, successors, assigns, servants, agents, employees or contractors in circumstances giving rise to or pleaded in the proceeding in respect of the allegations of assault or, in the negotiations relating to the settlement evidenced by this deed, including but not limited to all claims for damages, costs, charges and expenses which may hereafter arise out of or be in respect of the matters alleged in the proceeding or in respect to the allegations made of the assaults.

### DENIAL OF LIABILITY AND BAR TO SUIT

Scull acknowledges and agrees that: -

- (a) The consideration set out in clause 1 is given with an express denial of liability and solely for the purpose of avoiding litigation; and
  - (b) This deed may be pleaded by any of the parties or their servants or agents in bar to any action, suit, demand, claim, indemnity or other proceedings now or hereafter commenced against them or any person arising out of or in connection with the facts or circumstances giving rise to the claim; and
  - (c) Scull shall make no further claim for damages or compensation arising out of the
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assaults or by reason of any matter or thing relating thereto and this deed may be pleaded by the Releasees, any person who has been, is or becomes the Province Leader of the Salesians of Don Bosco in bar to any action, claim or demand now or hereafter commenced or made by any person arising out of or connected with the facts or circumstances of the assaults.

**PAYMENT OF SETTLEMENT SUM**

Murdoch shall pay the settlement sum to Scull, within 14 days of the date of this deed and payment of the settlement sum to Scull shall constitute due and valid payment pursuant to clause 1 of this deed.

**CONFIDENTIALITY**

Scull agrees to keep the terms of this Deed, the fact of settlement, the amount of settlement and the negotiations leading up to the settlement strictly confidential and shall not disclose those terms to any third person save for his wife, for the purpose of obtaining medical treatment and/or counselling or as otherwise required by law.

**AMENDMENT**

The terms of this deed may not be amended save by way of further deed executed by all the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this deed on the first day mentioned herein.

**SIGNED** sealed and delivered by  
**MICHAEL SCULL**  
in the presence of

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)  
)

[Redacted signature area]

Witness

**SIGNED** for and on behalf  
of **THE SALESIAN SOCIETY**  
(VIC) INCORPORATED

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by  
in the presence of

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Witness

**SIGNED** sealed and delivered  
by the said **IAN MURDOCH**  
in the presence of

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Witness

