

DEFENDANTS and ADDRESSES

Roman Catholic Bishop of Manchester, Inc.
153 Ash Street
Manchester, NH 03104

Father Gordon MacRae
c/o Institute of Health Care, Inc.
195 Retreat Avenue
Hartford, CT 06106

Father John Doe
Address Unknown

Father John Doe I
Address Unknown

Father John Doe II
Address Unknown

Monsignor Quinn
Catholic Charities
215 Myrtle Street
P.O. Box 686
Manchester, NH 03105

Monsignor Watson
c/o St. Johns the Evangelist Church
72 South Main Street
Concord, NH 03301-4887

Monsignor Christian
Roman Catholic Bishop of Manchester, Inc.
153 Ash Street
Manchester, NH 03104

PARTIES

1. The plaintiff is and has been at all times pertinent to this action, a resident of the State of New Hampshire.

2. The defendant, Father Gordon MacRae, is a resident of Jemez Springs, New Mexico, and is currently in custody of the State of New Hampshire.

3. The defendant, Father Gordon MacRae, is and has at all times pertinent to this action been employed by or otherwise in the service of the Roman Catholic Church, specifically the Roman Catholic Bishop of Manchester, Inc.

4 The defendant, Father John Doe, is and has been at all times pertinent to this action, a resident of the State of New Hampshire.

5 The defendant, Father John Doe, is and has at all times pertinent to this action been employed by or otherwise in the service of the Roman Catholic Church, specifically the Roman Catholic Bishop of Manchester, Inc.

6 The defendant, Father John Doe was at all times pertinent to this complaint the pastor of St. John the Evangelist parish in Hudson, New Hampshire.

7 On knowledge and belief the defendant, Father John Doe I, is and has been at all times pertinent to this action, a resident of the State of New Hampshire.

8 On knowledge and belief, the defendant, Father John Doe I, was at all times pertinent to this action been employed by or otherwise in the service of the Roman Catholic Church, specifically the Roman Catholic Bishop of Manchester, Inc.

9 On knowledge and belief the defendant, Father James Doe II, is and has been at all times pertinent to this action, a resident of the State of New Hampshire.

10. On knowledge and belief the defendant, Father James Doe II, was at all times pertinent to this action been employed by or otherwise in the service of the Roman Catholic Church, specifically the Roman Catholic Bishop of Manchester, Inc.

11. The defendant Monsignor Quinn, is and has been at all times pertinent to this action, a resident of the State of New Hampshire.

12. The defendant, Monsignor Quinn, is and has at all times pertinent to this action been employed by or otherwise in the service of the Roman Catholic Church, specifically the Roman Catholic Bishop of Manchester, Inc.

13. The defendant Monsignor Christian is and has been at all times pertinent to this action, a resident of the State of New Hampshire.

14. The defendant, Monsignor Christian, is and has at all times pertinent to this action been employed by or otherwise in the service of the Roman Catholic Church, specifically the Roman Catholic Bishop of Manchester, Inc.

15. The defendant Monsignor Watson is and has been at all times pertinent to this action, a resident of the State of New Hampshire.

16. The defendant, Monsignor Watson, is and has at all times pertinent to this action been employed by or otherwise in the service of the Roman Catholic Church, specifically the Roman Catholic Bishop of Manchester, Inc.

17. The Roman Catholic Bishop of Manchester, Inc. is and has been

at all times pertinent to this action, a non-profit body corporate.

FACTS

18. In 1978 while attending seminary in Baltimore, Maryland to become a Roman Catholic Priest for the Roman Catholic Bishop of Manchester, Inc. and while assigned to a parish in Marlborough, New Hampshire, Father Gordon MacRae came to know and gain the confidence of the plaintiff, and his family.
19. During the period from 1978 through 1983, defendant Father Gordon MacRae plied the plaintiff with expensive gifts, vacations, field trips, alcohol, food and other forms of attention.
20. During said period, defendant Father Gordon MacRae brought the plaintiff to St. Bernards Rectory in Keene, New Hampshire and stayed with him there for overnight periods for the purpose of his own sexual gratification.
21. Defendant Father Gordon MacRae produced a handgun and badge with which to intimidate the plaintiff and secure his silence and cooperation.
22. On those occasions, the Pastor of St. Bernards, was charged with the control of the activities within his parish, and specifically his rectory. Despite this obligation, the Pastor allowed Father MacRae unsupervised access to the rectory with a minor boy unknown to the Pastor.
23. During said visits to St. Bernards Rectory, defendant Father Gordon MacRae gained access to the rectory by simply knocking on the door, introducing himself, and announcing that he and the plaintiff would be spending the weekend there.
24. On numerous occasions during the period from 1978 through

1982, the Pastor granted access to the St. Bernards Rectory in Keene, New Hampshire to then Seminarian Gordon MacRae, who was at the time unknown to him. Such access was granted without adequate supervision, and without inquiry regarding the purpose of his prolonged stay with a male juvenile.

25. On numerous occasions during the period from 1978 through 1980, the St. Bernards Pastor allowed defendant Father Gordon MacRae to provide alcoholic beverages to the plaintiff who was at the time younger than the legal age to consume alcohol.

26. On those occasions defendant Father Gordon MacRae provided the plaintiff with alcohol in order to be able to force himself on the plaintiff.

27. On numerous occasions during the period from 1978 through 1983, defendant Father Gordon MacRae utilized his position of trust and respect to force the plaintiff, who at the beginning of this period was 14 years of age, to submit to forced anal intercourse.

28. During the period from 1979 through 1982, defendant Father Gordon MacRae brought the plaintiff to St. John the Evangelist Rectory in Hudson, New Hampshire and stayed with him there for overnight periods for the purpose of prostitution of the plaintiff to other priests staying at said rectory.

29. During said visits to St. John the Evangelist Rectory, defendant Father Gordon MacRae gained access to the rectory by simply knocking on the door, introducing himself, and announcing that he and the plaintiff would be spending the weekend there.

30. On those occasions defendant Father Gordon MacRae provided the plaintiff with alcohol in order to be able to coerce the plaintiff to provide sexual services to other priests.

31. On at least one occasion during the period from 1979 through

1982, defendant Father Gordon MacRae utilized his position of trust and respect to force the plaintiff, who at the beginning of this period was 15 years of age, to submit to forced anal intercourse with other priests.

32. On numerous occasions during the period from 1979 through 1982, defendant Father John Doe granted access to the St. John the Evangelist Rectory in Hudson, New Hampshire to then Deacon Gordon MacRae, who was at the time unknown to defendant Father John Doe. Such access was granted without adequate supervision, and without inquiry regarding the purpose of his prolonged stay with a male juvenile, unknown to Father John Doe.

33. On numerous occasions during the period from 1979 through 1982, defendant Father John Doe allowed defendant Father Gordon MacRae to provide alcoholic beverages to the plaintiff who was at the time younger than the legal age to use alcohol.

34. On at least one occasion, defendant Father John Doe allowed defendant Father Gordon MacRae to engage in the prostitution of a young male to other priests in the rectory under his care and supervision.

35. During the period from 1979 through 1982, defendant Father John Doe I did engage in the unauthorized, unprivileged, and illegal sexual encounter with the plaintiff.

36. Said rape occurred at St. John the Evangelist Rectory in Hudson, New Hampshire.

37. During the period from 1979 through 1982, defendant Father John Doe II did engage in the unauthorized, unprivileged, and illegal sexual encounter with the plaintiff.

38. Said rape occurred at St. John the Evangelist Rectory in Hudson, New Hampshire.

39. That at all times pertinent to this action, Roman Catholic

Bishop of Manchester, Inc. was the supervisory authority responsible for defendant Father Gordon MacRae, defendant Father John Doe, defendant Father John Doe I, and defendant Father John Doe II.

40. Roman Catholic Bishop of Manchester, Inc. knew or should have known of sexually related problems within the priesthood given the vows of celibacy that the Roman Catholic Church enforces. Nonetheless, the Roman Catholic Bishop of Manchester, Inc. took no actions to check the backgrounds of or ascertain the mental stability of its priests and persons aspiring to become its priests despite its moral and legal obligation to do so.

41. The Roman Catholic Bishop of Manchester, Inc. had actual knowledge that members of the priesthood engaged in the sexual abuse of children, yet took no protective, or inadequate protective measures to assure the safety of its parishioners.

2. Defendant Monsignor Watson had actual knowledge of the sexual proclivities of defendant Father Gordon MacRae, after a report of abuse was made against MacRae to him in 1982 or 1983. Nonetheless, defendant Monsignor Watson took no steps, or inadequate steps to protect the Church's parishioners from future abuse by MacRae.

43. Defendant Monsignor Quinn had actual knowledge of the sexual proclivities of defendant Father Gordon MacRae, after a report of abuse was made against MacRae to him in 1982 and/or 1983. Nonetheless, defendant Monsignor Quinn took no steps, or inadequate steps to protect the Church's parishioners from future abuse by MacRae.

44. Defendant Monsignor Christian had actual knowledge of the sexual proclivities of defendant Father Gordon MacRae, after a report of abuse was made against MacRae to him in 1982 and/or 1983. Nonetheless, defendant Monsignor Christian took no steps, or inadequate steps to protect the Church's parishioners from

ature abuse by MacRae.

COUNT I

45. The allegations contained in paragraphs 1-44 above are hereby incorporated by reference.

46. Defendant Father Gordon MacRae, in breach of the special trust bestowed upon him by virtue of his position as a Deacon and subsequently a Priest in the Roman Catholic church, did engage in the unwanted, unwarranted, unprivileged sexual assault on the plaintiff.

COUNT II

47. The allegations contained in paragraphs 1-46 above are hereby incorporated by reference.

48. Defendant Father Gordon MacRae, in breach of the special trust bestowed upon him by virtue of his position as a Deacon and subsequently a Priest in the Roman Catholic church, did engage in the intentional infliction of emotional distress on the plaintiff.

COUNT III

49. The allegations contained in paragraphs 1-48 above are hereby incorporated by reference.

50. Defendant Father Gordon MacRae, in breach of the special trust bestowed upon him by virtue of his position as a Deacon and subsequently a Priest in the Roman Catholic church, did engage in the unwanted, unwarranted, unprivileged prostitution of the plaintiff.

COUNT IV

51. The allegations contained in paragraphs 1-50 above are hereby incorporated by reference.

52. Defendant Father Gordon MacRae, in breach of the special trust bestowed upon him by virtue of his position as a Deacon and subsequently a Priest in the Roman Catholic church, did engage in the unprivileged imprisonment of the plaintiff for the purposes of utilizing the plaintiff to provide sexual gratification for other priests.

COUNT V

53. The allegations contained in paragraphs 1-52 above are hereby incorporated by reference.

54. Defendant Father John Doe I, in breach of the special trust bestowed upon him by virtue of his position as a Priest in the Roman Catholic church, did engage in the unwanted, unwarranted, unprivileged sexual assault on the plaintiff.

COUNT VI

55. The allegations contained in paragraphs 1-54 above are hereby incorporated by reference.

56. Defendant Father John Doe I, in breach of the special trust bestowed upon him by virtue of his position as a Priest in the Roman Catholic church, did engage in the intentional infliction of emotional distress on the plaintiff.

COUNT VII

57. The allegations contained in paragraphs 1-56 above are hereby incorporated by reference.

58. Defendant Father John Doe II, in breach of the special trust bestowed upon him by virtue of his position as a Priest in the Roman Catholic church, did engage in the unwanted, unwarranted, unprivileged sexual assault on the plaintiff.

COUNT VIII

59. The allegations contained in paragraphs 1-58 above are hereby incorporated by reference.

60. Defendant Father John Doe II, in breach of the special trust bestowed upon him by virtue of his position as a Priest in the Roman Catholic church, did engage in the intentional infliction of emotional distress on the plaintiff.

COUNT IX

61. The allegations contained in paragraphs 1-60 above are hereby incorporated by reference.

62. Defendant Father John Doe, in breach of his duty as the pastor of St. John the Evangelist Rectory in Hudson, New Hampshire, negligently admitted access to his rectory to defendant Father Gordon MacRae and the plaintiff, which access facilitated the sexual assault on the plaintiff.

COUNT X

63. The allegations contained in paragraphs 1-62 above are hereby incorporated by reference.

64. Defendant Father John Doe, in breach of his duty as the pastor of St. John the Evangelist Rectory in Hudson, New Hampshire, negligently supervised his rectory and the persons in it by granting to defendant Father Gordon MacRae the privilege of supplying alcohol to the plaintiff, which facilitated the assault on the plaintiff.

COUNT XI

65. The allegations contained in paragraphs 1-64 above are hereby incorporated by reference.

6. Defendant Father John Doe, in breach of his duty as the pastor of St. John the Evangelist Rectory in Hudson, New Hampshire, negligently supervised his rectory and the persons in it by allowing defendant Father John Doe I to sodomize the plaintiff while the two stayed at the St. John the Evangelist Rectory in Hudson, New Hampshire.

COUNT XII

67. The allegations contained in paragraphs 1-66 above are hereby incorporated by reference.

68. Defendant Father John Doe, in breach of his duty as the pastor of St. John the Evangelist Rectory in Hudson, New Hampshire, negligently supervised his rectory and the persons in it by allowing defendant Father John Doe II to sodomize the plaintiff while the two stayed at the St. John the Evangelist Rectory in Hudson, New Hampshire.

COUNT XIII

69. The allegations contained in paragraphs 1-68 above are hereby incorporated by reference.

70. Defendant Father John Doe, in breach of his duty as the pastor of St. John the Evangelist Rectory in Hudson, New Hampshire did engage in the intentional infliction of emotional distress on the plaintiff by allowing and facilitating the sexual exploitation of the plaintiff then under his care.

COUNT XIV

69. The allegations contained in paragraphs 1-68 above are hereby incorporated by reference.

70. Defendant Father John Doe, in breach of his duty as the pastor of St. John the Evangelist Rectory in Hudson, New Hampshire, negligently supervised his rectory and the persons in it by allowing defendant Father Gordon MacRae to prostitute the plaintiff at St. John the Evangelist Rectory in Hudson, New Hampshire.

COUNT XV

71. The allegations contained in paragraphs 1-70 above are hereby incorporated by reference.

72. Defendant Monsignor Christian, in breach of his duty did negligently supervise priests under his control by allowing the various assaults on the plaintiff even after he became aware of the sexual propensities of defendant Father MacRae.

COUNT XVI

73. Defendant Monsignor Christian, in breach of the special trust bestowed upon him by virtue of his position as a Priest in the Roman Catholic church, did engage in the intentional infliction of emotional distress on the plaintiff.

COUNT XVII

74. The allegations contained in paragraphs 1-73 above are hereby incorporated by reference.

75. Defendant Monsignor Quinn, in breach of his duty did negligently supervise priests under his control by allowing the various assaults on the plaintiff even after he became aware of the sexual propensities of defendant Father MacRae.

COUNT XVIII

76. Defendant Monsignor Quinn, in breach of the special trust bestowed upon him by virtue of his position as a Priest in the Roman Catholic church, did engage in the intentional infliction of emotional distress on the plaintiff.

COUNT XIX

77. The allegations contained in paragraphs 1-76 above are hereby incorporated by reference.

78. Defendant Monsignor Christian, in breach of his duty did negligently transfer defendant Father Gordon MacRae from Hampton where he had been accused of sexual assault on a minor, to Keene, where he assaulted the plaintiff. Defendant Monsignor Christian did further assign defendant father MacRae to a position where he

would come in unsupervised contact with children although defendant Monsignor Christian had actual knowledge that MacRae was determined by the Division of Children and Youth Services as being the perpetrator of abuse.

COUNT XX

79. The allegations contained in paragraphs 1-76 above are hereby incorporated by reference.

80. Defendant Monsignor Watson, in breach of his duty did negligently fail to investigate and report the depth of the abuse MacRae was accused of while in Hampton. Defendant Monsignor Watson's breach of his supervisory duties did expose the plaintiff to further abuse by defendant MacRae.

COUNT XXI

81. The allegations contained in paragraphs 1-80 above are hereby incorporated by reference.

82. Defendant Roman Catholic Bishop of Manchester, Inc. negligently supervised its parishes and failed to protect its parishioners from sexual abuse by the clergy by failing its duty to ensure that defendant Father John Doe retained control of his parish and protected those within it who were unable to protect themselves.

COUNT XXII

83. The allegations contained in paragraphs 1-82 above are hereby incorporated by reference.

Defendant Roman Catholic Bishop of Manchester, Inc. negligently researched its prospective priests to determine their fitness for the special position of trust that the Church would bestow upon them. As a result of said breach, the plaintiff was exposed to sexually abusive individuals.

COUNT XXIII

85. Defendant Roman Catholic Bishop of Manchester, Inc., in breach of the special trust bestowed upon him by virtue of his position as a Priest in the Roman Catholic church, did engage in the intentional infliction of emotional distress on the plaintiff.

COUNT XXIV

86. The allegations contained in paragraphs 1-85 above are hereby incorporated by reference.

87. Defendant Roman Catholic Bishop of Manchester, Inc. negligently supervised defendant MacRae to Keene after having obtained knowledge of his sexual abuse of a child while in Hampton.

COUNT XXV

88. The allegations contained in paragraphs 1-87 above are hereby incorporated by reference.

89. Defendant Roman Catholic Bishop of Manchester, Inc., despite its knowledge that the vows of celibacy required of its priests violated the laws of nature, failed to take adequate steps to protect children placed in the charge of its priests.

COUNT XXVI

90. The allegations contained in paragraphs 1-89 above are hereby incorporated by reference.

91. Defendant Roman Catholic Bishop of Manchester, Inc., despite actual knowledge that some of it's priests were engaged in a pattern of homosexual conduct and pedophilia, failed to take adequate steps to protect children placed in the charge of it's priests.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Agreement made this [REDACTED] day of [REDACTED], by and between [REDACTED] of Milford, New Hampshire and THE ROMAN CATHOLIC BISHOP OF MANCHESTER, a corporation sole of Manchester, New Hampshire,

WITNESSETH That:

WHEREAS, [REDACTED] is unmarried and has brought suit against the Roman Catholic Bishop of Manchester, a corporation sole and others entitled [REDACTED] v. Bishop of Manchester, Inc., Father Gordon MacRae, Father John Doe I and Father John Doe II, docket no. [REDACTED], now pending in the [REDACTED] Superior Court, [REDACTED]; and

WHEREAS, the Roman Catholic Bishop of Manchester, a corporation sole, has denied and continues to deny any liability for damages allegedly suffered and claimed by [REDACTED] and deny his entitlement to any relief in connection with the above-referenced lawsuit, and states that under no circumstances shall this agreement be construed as an admission of liability under any state or federal laws; and

WHEREAS, [REDACTED] and the Roman Catholic Bishop of Manchester, a corporation sole, in good faith, have agreed to avoid the expense and time of litigation proceedings, to resolve all of their differences by this agreement, to keep all information concerning [REDACTED] claims, [REDACTED] claims and [REDACTED] claims, allegations and the terms of this settlement as well as [REDACTED] and [REDACTED] settlement completely confidential, and that this agreement adequately resolves all of the differences between the parties;

NOW THEREFORE, [REDACTED] and the Roman Catholic Bishop of Manchester, a corporation sole, agree, for the consideration and upon the terms set forth in this agreement, that:

1. Upon the execution of this Agreement, [REDACTED] has caused through his counsel to be filed a dismissal with prejudice of his Writ of Summons in [REDACTED] v. Bishop of Manchester, Inc., Father Gordon MacRae, Father John Doe I and Father John Doe II, docket no. [REDACTED] now pending in the [REDACTED] County Superior Court [REDACTED]

2. [REDACTED] does for himself, his heirs, executors, beneficiaries, administrators, successors, and assigns (the foregoing releasing parties being hereinafter referred to as the "Releasers"), hereby release, remise and forever discharge, fully and finally, the Roman Catholic Bishop of Manchester, a corporation sole, the Roman Catholic Bishop of Manchester, the Diocese of Manchester, all parishes within the Diocese of Manchester, and Gordon MacRae, their past, present and future officers, ministers, clerics, directors, attorneys, agents, servants, representatives, subsidiaries, partners, representatives, employees, predecessors and successors in interest and assigns, affiliates, and all other persons and/or entities to the extent that such other person and/or entity is liable or could be deemed liable by, through, or under them (the foregoing released parties being hereinafter referred to as the "Releasees") of and from any and all past, present or future cause and causes of action, all manner of actions, suits, demands, claims, debts, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, controversies, judgments, agreements, premises, variances, trespasses, damages, execution, claims and liabilities of whatsoever kind and nature, including, but not limited

to, any and all claims for bodily or personal injuries, mental anguish, psychological or emotional distress, property damage, medical bills, lost wages, pain and suffering, loss of consortium, and any and all damages and expenses of any nature whatsoever, past, present and future, foreseen or unforeseen, known or unknown, which have been incurred or which may be incurred in the future, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents. Without limiting the generality of the foregoing, this release specifically pertains to all events complained of by [REDACTED] with respect to the claims brought in a certain action entitled [REDACTED] v. Bishop of Manchester, Inc., Father Gordon MacRae, Father John Doe I and Father John Doe II, docket no. [REDACTED] now pending in the [REDACTED] County Superior Court [REDACTED] ("the Litigation"), including all claims which have been or could have been raised in connection with this proceeding.

3. The Releasors expressly agree that they and their agents, including their counsel, will not, at any time, directly or indirectly, publicize, divulge, discuss or disclose any of the allegations, claims, documents, settlement demands, offers, including the terms, provisions and obligations of this Settlement Agreement and General Release, or any other information relating to their claims against the Releasees in any manner whatsoever (including all information related to the claims of [REDACTED] and [REDACTED] and the settlement of those claims, said claims being described in the lawsuits [REDACTED] v. the Roman Catholic Bishop of Manchester, Inc., docket no. [REDACTED], pending in the [REDACTED] County Superior Court, [REDACTED], and [REDACTED] v. Gordon MacRae and Roman Catholic Bishop of Manchester, Inc., docket no. [REDACTED], pending in the [REDACTED] County Superior Court), except that the

Releasors or their agents may disclose such terms to their legal advisors and accountants as may be necessary to receive professional advice and then only if such persons are expressly made aware of this confidentiality provision and agree in writing to be bound hereby, and except as otherwise compelled by final, nonappealable order from a court of competent jurisdiction. Violation of this confidentiality provision by Releasors or their legal advisors or accountants shall immediately result in cancellation of all obligations of Releasees to Releasors hereunder and the immediate return of all monies paid by Releasees to or on behalf Releasors from Releasors.

4. In consideration of this settlement agreement and in consideration of the below mentioned sum of money, and other good and valuable consideration, [REDACTED] [REDACTED] hereby agrees to pay from the settlement proceeds herein described any and all medical bills, property damage claims, attorneys' fees, and medical, wage, attorney, workers' and unemployment compensation liens, and any and all other claims or liens, subrogation rights or other causes of action arising out of the events complained of by [REDACTED] and released herein. [REDACTED] for and in consideration of the herein mentioned sum of money, and for other good and valuable consideration, hereby agrees to indemnify and hold harmless the Releasees from any and all liens, including but not limited to, wage liens, workers' compensation and unemployment compensation liens, attorney liens, PIP liens, medical liens, and from any and all subrogation rights and other claims and causes of action arising out of the events complained of which may exist or which may hereinafter accrue on account of, or in any way grow out of, the events complained of.

5. Upon execution of this Agreement, and on or before March 13, 1997, the Roman Catholic Bishop of Manchester, a corporation sole, agrees to pay, through counsel, the sum of One Hundred Eighty Thousand Dollars (\$180,000) less legal deductions to [REDACTED].

6. It is agreed and understood that this Settlement Agreement and General Release is accepted by the Releasees as a compromise of disputed claims and that it is not to be construed as an admission of liability on the part of the Releasees by whom liability is expressly denied.

7. [REDACTED] hereby acknowledges that he fully understands the terms of this Settlement Agreement and General Release and that he voluntarily accepts the agreed upon consideration for the purpose of making a full and final compromise, adjustment and settlement of any and all matters with the Releasees.

The terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF, [REDACTED], having read carefully the foregoing Settlement Agreement and General Release and knowing and understanding its content, and with the advice of counsel, signs the same as his own free act and deed this [REDACTED] day of [REDACTED]

WITNESS:

Q. S. Huntley [REDACTED]

STATE OF NEW HAMPSHIRE
COUNTY OF ██████████

Before me, personally appeared ██████████ and took oath that the statements made by him herein are true to the best of his knowledge and belief.

Barbara Huntley, J.P.

Justice of the Peace

Notary Public

BENNINGTON
NH

THE ROMAN CATHOLIC BISHOP
OF MANCHESTER, a corporation sole

Quelle B. Connor

By: Francis J. Christian

Its VICAR GENERAL

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me, personally appeared Francis J. Christian on behalf of The Roman Catholic Bishop of Manchester, a corporation sole. and took oath that the statements made by him on behalf of the Roman Catholic Bishop of Manchester, a corporation sole, herein are true to the best of his knowledge and belief.

Edward J. Assenault

Justice of the Peace

Notary Public

My commission expires 10/01/02

CLAIM NO: [REDACTED] BRANCH NO.: 019 NO. 0010118294
 CLAIMANT: [REDACTED] ACC. DATE: [REDACTED] VN. [REDACTED]
 DESCRIPTION: Full & Final Settlement DATE [REDACTED]

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Gallagher Bassett Serv, Inc.
as Claims Administrator

NO. 0010118294

VN. [REDACTED]

CLAIM NO: [REDACTED]

BRANCH NO. 019

DATE: [REDACTED]

PAY ***One hundred eighty thousand dollars and no cents***

NOT VALID AFTER 90 DAYS

PAY EXACTLY

\$ ***180,000.00**

TO THE ORDER OF

[REDACTED] and his attorney, Mark A. Abramson
Greenfield Road
Bennington, NH 03442

CITIBANK N.A.
PROCESSED BY
CITIBANK (DELAWARE)

Raymond LeDumont
AUTHORIZED SIGNATURE

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Agreement made this [redacted] day of [redacted], [redacted] by and between [redacted]

[redacted] and [redacted], of [redacted] New Hampshire, and THE ROMAN

CATHOLIC BISHOP OF MANCHESTER, a corporation sole of Manchester, New Hampshire,

WITNESSETH that:

WHEREAS, [redacted] a married person, has brought suit against the Roman

Catholic Bishop of Manchester, a corporation sole and others, entitled [redacted] v. Gordon

MacRae and the Roman Catholic Bishop of Manchester, Inc., docket no. [redacted] now pending

in the [redacted] County Superior Court, [redacted] and has alleged other matters

beginning in July 1979; and

WHEREAS, [redacted] was married to [redacted] following commencement of

his suit as aforesaid; and

WHEREAS, the Roman Catholic Bishop of Manchester, a corporation sole, has denied

and continues to deny any liability for damages allegedly suffered and claimed by [redacted]

and deny his entitlement to any relief in connection with the above-referenced lawsuit, and states

that under no circumstances shall this agreement be construed as an admission of liability under

any state or federal laws; and

WHEREAS, [redacted] and the Roman Catholic Bishop of Manchester, a

corporation sole, in good faith, have agreed to avoid the expense and time of litigation

proceedings, to resolve all of their differences by this agreement, to keep all information

concerning [redacted] claims, [redacted] claims and [redacted] claims,

allegations and the terms of this settlement as well as [redacted] and [redacted]

settlement completely confidential, and that this agreement adequately resolves all of the differences between the parties;

NOW, THEREFORE, [REDACTED] and the Roman Catholic Bishop of Manchester, a corporation sole, agree, for the consideration and upon the terms set forth in this agreement, that:

1. Upon the execution of this Agreement, [REDACTED] has caused through his counsel to be filed a dismissal with prejudice of his Writ of Summons in [REDACTED] v. Gordon MacRae and the Roman Catholic Bishop of Manchester, Inc., docket no [REDACTED] pending in the [REDACTED] County Superior Court, [REDACTED]

2. [REDACTED] and [REDACTED] do for themselves, their heirs, executors, beneficiaries, administrators, successors and assigns (the foregoing releasing parties being hereinafter referred to as the "Releasers"), hereby release, remise and forever discharge, fully and finally, the Roman Catholic Bishop of Manchester, a corporation sole, the Roman Catholic Bishop of Manchester, Inc., the Roman Catholic Bishop of Manchester, the Diocese of Manchester, all parishes within the Diocese of Manchester, and Gordon MacRae, their past, present and future officers, ministers, clerics, directors, attorneys, agents, servants, representatives, subsidiaries, partners, representatives, employees, predecessors and successors in interest and assigns, affiliates, and all other persons and/or entities to the extent that such other person and/or entity is liable or could be deemed liable by, through, or under them (the foregoing released parties being hereinafter referred to as the "Releasees") of and from any and all past, present or future cause and causes of action, all manner of actions, suits, demands, claims, debts, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, controversies, judgments, agreements, premises, variances, trespasses, damages, execution, claims and liabilities of whatsoever kind and

nature, including, but not limited to, any and all claims for bodily or personal injuries, mental anguish, psychological or emotional distress, property damage, medical bills, lost wages, pain and suffering, loss of consortium, and any and all damages and expenses of any nature whatsoever, past, present and future, foreseen or unforeseen, known or unknown, which have been incurred or which may be incurred in the future, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents. Without limiting the generality of the foregoing, this release specifically pertains to all events complained of by [REDACTED] with respect to the claims brought in a certain action entitled [REDACTED] v. Gordon MacRae and the Roman Catholic Bishop of Manchester, Inc., docket no. [REDACTED] [REDACTED] County Superior Court, [REDACTED] ("the Litigation"), including all claims which have been or could have been raised in connection with this proceeding.

3. The Releasors expressly agree that they and their agents, including their counsel, will not, henceforth, at any time, directly or indirectly, publicize, divulge, discuss or disclose any of the allegations, claims, documents, settlement demands, offers, including the terms, provisions and obligations of this Settlement Agreement and General Release, or any other information relating to their claims against the Releasees in any manner whatsoever (including all information related to the claims of [REDACTED] and [REDACTED] and the settlement of those claims, said claims being described in the lawsuits [REDACTED] v. Bishop of Manchester, Inc., Father Gordon MacRae, Father John Doe I and Father John Doe II, docket no. [REDACTED], now pending in the [REDACTED] County Superior Court, [REDACTED] and [REDACTED] v. Roman Catholic Bishop of Manchester and Gordon MacRae, docket no. [REDACTED] pending in the [REDACTED] County Superior Court), except that the Releasors or their agents may disclose such

terms to their legal advisors and accountants as may be necessary to receive professional advice and then only if such persons are expressly made aware of this confidentiality provision; and except as otherwise compelled by final, nonappealable order from a court of competent jurisdiction. Violation of this confidentiality provision by the Releasors or their legal advisors or accountants shall immediately result in cancellation of all obligations of Releasees to Releasors hereunder and the immediate return of all monies paid by Releasees to or on behalf Releasors from Releasors.

4. In consideration of this settlement agreement and in consideration of the below mentioned sum of money, and other good and valuable consideration, [REDACTED] hereby agrees to pay from the settlement proceeds herein described any and all medical bills, property damage claims, attorneys' fees, and medical, wage, attorney, workers' and unemployment compensation liens, and any and all other claims or liens, subrogation rights or other causes of action arising out of the events complained of by [REDACTED] and released herein. [REDACTED] [REDACTED] for and in consideration of the herein mentioned sum of money, and for other good and valuable consideration, hereby agrees to indemnify and hold harmless the Releasees from any and all liens, including but not limited to, wage liens, workers' compensation and unemployment compensation liens, attorney liens, PIP liens, medical liens, and from any and all subrogation rights and other claims and causes of action arising out of the events complained of which may exist or which may hereinafter accrue on account of, or in any way grow out of, the events complained of.

5. Upon execution of this Agreement, and on or before [REDACTED] the Roman Catholic Bishop of Manchester, a corporation sole, agrees to pay, through counsel, the sum of One Hundred Ninety-Five Thousand Dollars (\$195,000) less legal deductions to [REDACTED]

6. It is agreed and understood that this Settlement Agreement and General Release is accepted by the Releasees as a compromise of disputed claims and that it is not to be construed as an admission of liability on the part of the Releasees by whom liability is expressly denied.

7. [REDACTED] and [REDACTED] hereby acknowledge that they fully understand the terms of this Settlement Agreement and General Release and that they voluntarily accept the agreed upon consideration for the purpose of making a full and final compromise, adjustment and settlement of any and all matters with the Releasees.

The terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF, [REDACTED] AND [REDACTED] having read carefully the foregoing Settlement Agreement and General Release and knowing and understanding its content, and with the advice of counsel, sign the same as their own free act and deed this ___ day of [REDACTED]

WITNESS:

[Handwritten signature of witness]

[REDACTED]

WITNESS:

[Handwritten signature of witness]

[REDACTED]

STATE OF NEW HAMPSHIRE
COUNTY OF [REDACTED]

Before me personally appeared [REDACTED] and took oath that the statements made by him herein are true to the best of his knowledge and belief.

[Signature]
~~Notary Public~~/Justice of the Peace

STATE OF NEW HAMPSHIRE
COUNTY OF [REDACTED]

Before me personally appeared [REDACTED] and took oath that the statements made by her herein are true to the best of her knowledge and belief.

[Signature]
~~Notary Public~~/Justice of the Peace

WITNESS:

[Signature]

THE ROMAN CATHOLIC BISHOP
OF MANCHESTER, a corporation sole

By: Francis V. Christian
Its VICAR GENERAL

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me, personally appeared Francis J. Christian on behalf of The Roman Catholic Bishop of Manchester, a corporation sole, and took oath that the statements made by him on behalf of the Roman Catholic Bishop of Manchester, a corporation sole, herein are true to the best of his knowledge and belief.

[Signature]
~~Notary Public~~/Justice of the Peace

My commission expires 10/01/02

CLAIM NO: [REDACTED] BRANCH NO.: 019 NO. 0010118297

CLAIMANT: [REDACTED] ACC. DATE: [REDACTED] VN. [REDACTED]

DESCRIPTION: Full & Final Settlement DATE [REDACTED]

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Gallagher Bassett Serv, Inc.
as Claims Administrator

NO. 0010118297

CLAIM NO.: [REDACTED]

BRANCH NO.: 019

VN. [REDACTED]
DATE: [REDACTED] 02-20/311

PAY ***One hundred ninety-five thousand dollars and no cents***

NOT VALID AFTER 90 DAYS
PAY EXACTLY
\$ ***195,000.00***

TO THE ORDER OF [REDACTED] and his attorney, Robert Upton, II
10 Centre Street
Concord, NH 03301

CITIBANK N.A.
PROCESSED BY
CITIBANK (DELAWARE)

Raymond L. Dumont
AUTHORIZED SIGNATURE

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Agreement made this [REDACTED] day of [REDACTED] by and between

[REDACTED] of Keene, New Hampshire and THE ROMAN CATHOLIC BISHOP OF MANCHESTER, a corporation sole of Manchester, New Hampshire,

WITNESSETH That:

WHEREAS, [REDACTED] is unmarried and has brought suit against the Roman Catholic Bishop of Manchester, a corporation sole and others entitled [REDACTED] v. Roman Catholic Bishop of Manchester, Inc. and Gordon MacRae, docket no. [REDACTED], now pending in the [REDACTED] County Superior Court; and

WHEREAS, the Roman Catholic Bishop of Manchester, a corporation sole, has denied and continues to deny any liability for damages allegedly suffered and claimed by [REDACTED] and deny his entitlement to any relief in connection with the above-referenced lawsuit, and states that under no circumstances shall this agreement be construed as an admission of liability under any state or federal laws; and

WHEREAS, [REDACTED] and the Roman Catholic Bishop of Manchester, a corporation sole, in good faith, have agreed to avoid the expense and time of litigation proceedings, to resolve all of their differences by this agreement, to keep all information concerning [REDACTED] claims, [REDACTED] claims and [REDACTED] claims, allegations and the terms of this settlement as well as [REDACTED] and [REDACTED] settlement completely confidential, and that this agreement adequately resolves all of the differences between the parties;

NOW THEREFORE, [REDACTED] and the Roman Catholic Bishop of Manchester, a corporation sole, agree, for the consideration and upon the terms set forth in this agreement, that:

1. Upon the execution of this Agreement, [REDACTED] has caused through his counsel to be filed a dismissal with prejudice of his Writ of Summons in [REDACTED] v. Roman Catholic Bishop of Manchester, Inc. and Gordon MacRae, docket no. [REDACTED], now pending in the [REDACTED] County Superior Court.
2. [REDACTED] does for himself, his heirs, executors, beneficiaries, administrators, successors, and assigns (the foregoing releasing parties being hereinafter referred to as the "Releasers"), hereby release, remise and forever discharge, fully and finally, the Roman Catholic Bishop of Manchester, a corporation sole, the Roman Catholic Bishop of Manchester, the Diocese of Manchester, all parishes within the Diocese of Manchester, and Gordon MacRae, their past, present and future officers, ministers, clerics, directors, attorneys, agents, servants, representatives, subsidiaries, partners, representatives, employees, predecessors and successors in interest and assigns, affiliates, and all other persons and/or entities to the extent that such other person and/or entity is liable or could be deemed liable by, through, or under them (the foregoing released parties being hereinafter referred to as the "Releasees") of and from any and all past, present or future cause and causes of action, all manner of actions, suits, demands, claims, debts, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, controversies, judgments, agreements, premises, variances, trespasses, damages, execution, claims and liabilities of whatsoever kind and nature, including, but not limited to, any and all claims for bodily or personal injuries, mental anguish, psychological or

emotional distress, property damage, medical bills, lost wages, pain and suffering, loss of consortium, and any and all damages and expenses of any nature whatsoever, past, present and future, foreseen or unforeseen, known or unknown, which have been incurred or which may be incurred in the future, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents. Without limiting the generality of the foregoing, this release specifically pertains to all events complained of by [REDACTED] with respect to the claims brought in a certain action entitled [REDACTED] v. Roman Catholic Bishop of Manchester, Inc. and Gordon MacRae, docket no. [REDACTED], now pending in the [REDACTED] County Superior Court ("the Litigation"), including all claims which have been or could have been raised in connection with this proceeding.

3. The Releasors expressly agree that they and their agents, including their counsel, will not, at any time, directly or indirectly, publicize, divulge, discuss or disclose any of the allegations, claims, documents, settlement demands, offers, including the terms, provisions and obligations of this Settlement Agreement and General Release, or any other information relating to their claims against the Releasees in any manner whatsoever (including all information related to the claims of [REDACTED] and [REDACTED] [REDACTED] and the settlement of those claims, said claims being described in the lawsuits [REDACTED] v. Bishop of Manchester, Inc., Father Gordon MacRae, Father John Doe I and Father John Doe II, docket no. [REDACTED], now pending in the [REDACTED] County Superior Court, [REDACTED] and [REDACTED] v. Gordon MacRae and the Roman Catholic Bishop of Manchester, Inc., docket no. [REDACTED] pending in the [REDACTED] County Superior Court, [REDACTED], except that the Releasors or their agents may

disclose such terms to their legal advisors and accountants as may be necessary to receive professional advice and then only if such persons are expressly made aware of this confidentiality provision and agree in writing to be bound hereby, and except as otherwise compelled by final, nonappealable order from a court of competent jurisdiction. Violation of this confidentiality provision by Releasors or their legal advisors or accountants shall immediately result in cancellation of all obligations of Releasees to Releasors hereunder and the immediate return of all monies paid by Releasees to or on behalf Releasors from Releasors.

4. In consideration of this settlement agreement and in consideration of the below mentioned sum of money, and other good and valuable consideration, [REDACTED] [REDACTED] hereby agrees to pay from the settlement proceeds herein described any and all medical bills, property damage claims, attorneys' fees, and medical, wage, attorney, workers' and unemployment compensation liens, and any and all other claims or liens, subrogation rights or other causes of action arising out of the events complained of by [REDACTED] and released herein. [REDACTED] for and in consideration of the herein mentioned sum of money, and for other good and valuable consideration, hereby agrees to indemnify and hold harmless the Releasees from any and all liens, including but not limited to, wage liens, workers' compensation and unemployment compensation liens, attorney liens, PIP liens, medical liens, and from any and all subrogation rights and other claims and causes of action arising out of the events complained of which may exist or which may hereinafter accrue on account of, or in any way grow out of, the events complained of.

5. Upon execution of this Agreement, and on or before [REDACTED], the Roman Catholic Bishop of Manchester, a corporation sole, agrees to pay, through counsel, the sum of One Hundred Ninety-Five Thousand Dollars (\$195,000) less legal deductions to [REDACTED]

6. It is agreed and understood that this Settlement Agreement and General Release is accepted by the Releasees as a compromise of disputed claims and that it is not to be construed as an admission of liability on the part of the Releasees by whom liability is expressly denied.

7. [REDACTED] hereby acknowledges that he fully understands the terms of this Settlement Agreement and General Release and that he voluntarily accepts the agreed upon consideration for the purpose of making a full and final compromise, adjustment and settlement of any and all matters with the Releasees.

The terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF, [REDACTED] having read carefully the foregoing Settlement Agreement and General Release and knowing and understanding its content, and with the advice of counsel, signs the same as his own free act and deed this

[REDACTED] day of [REDACTED]

WITNESS:

[Handwritten signature and large black redaction block]

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me, personally appeared [REDACTED] and took oath that the statements made by him herein are true to the best of his knowledge and belief.

William W. Cleary, Esq.

Justice of the Peace
Notary Public

**WILLIAM W. CLEARY
JUSTICE OF THE PEACE
NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 8, 2002**

THE ROMAN CATHOLIC BISHOP
OF MANCHESTER, a corporation sole

Quentin B. Connor

By: Francis T. Cristea

Its
VICAR GENERAL

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me, personally appeared Francis T. Cristea on behalf of The Roman Catholic Bishop of Manchester, a corporation sole. and took oath that the statements made by him on behalf of the Roman Catholic Bishop of Manchester, a corporation sole, herein are true to the best of his knowledge and belief.

Edward J. Auerant

Justice of the Peace
Notary Public

My commission expires 10/01/02

CLAIM NO: [REDACTED] BRANCH NO.: 019 NO. 0010118296
 CLAIMANT: [REDACTED] ACC. DATE: [REDACTED] VN. [REDACTED]
 DESCRIPTION: [REDACTED] Final Settlement DATE [REDACTED]

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Gallagher Bassett Serv, Inc.
as Claims Administrator

NO. 0010118296

CLAIM NO.: [REDACTED] BRANCH NO. 019 DATE: [REDACTED]
 PAY ***One hundred ninety-five thousand dollars and no cents*** 82-20/311

NOT VALID AFTER 90 DAYS
 PAY EXACTLY
 \$ ***195,000.00***

TO THE ORDER OF [REDACTED] and his attorney, William W. Cleary
 206 Roxbury Street
 Keene, NH 03431

CITIBANK N.A.
 PROCESSED BY
 CITIBANK (DELAWARE)

Raymond L. Summit
 AUTHORIZED SIGNATURE

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C/O Father Gordon J. MacRae
Eileen A. Nevins, Esquire
Attorney at Law
One Park Avenue Unit 3-2
Hampton, NH 03842-1011

10 October 1998

His Excellency
Mons. Dario CASTRILLON HOYOS
Piazza della Citta Leonina, 1
00193 ROMA
Italia

Your Excellency,

I respectfully request your attention to this correspondence and to the affidavit enclosed herein.

I am a priest of the Diocese of Manchester (New Hampshire). In 1994 I was placed on trial charged with the sexual abuse of a fifteen year old counseling client alleged to have occurred fifteen years ago. The charges were brought by three men who are siblings, and are now between the ages of 31 and 35. I am 45 years of age and was ordained a priest for the Diocese of Manchester in 1982. The jury trial involved the charges of one of the three adult brothers, and resulted in the maximum possible sentence of 33½ to 67 years in prison. I have no prior convictions. Before and during the trial I was repeatedly offered a negotiated plea agreement of one to three years in prison in exchange for a plea of guilty to one of the charges and the dismissal of all others. I declined these offers.

While preparing for trial, my attorneys and I repeatedly sought the cooperation of officials of the Diocese of Manchester to address these false charges. Diocesan officials refused to assist in the funding of a criminal defense despite the fact that they had ample reason to doubt the validity of the charges against me. Further, officials of the Diocese refused any form of cooperation in providing information to my attorneys. In the months prior to trial, the Diocese issued a widely publicized press release announcing their belief that I was guilty, and denouncing my efforts to prove my innocence. After the publication of

this press release, my attorneys felt that there was little left for a court and a jury to do. These matters are clearly detailed in the enclosed affidavit. Following an unofficial inquiry to the Roman Rota through a third party, I was urged to bring this matter to the Sacred Congregation for the Clergy for review. I have attached a copy of an unsigned memo which I received earlier this year from an unnamed canonist connected to the Rota.

The trial was highly complicated and sensationalized, but the core testimony of the accuser, for which I was convicted, was that sometime between April and November of 1983, at the age of fifteen, he made five appointments with me to discuss his drug abuse problem. He claimed that he was assaulted in my office during each of these sessions, and that following each he "repressed" the memory of the assault thus returning for subsequent sessions unaware that he had been assaulted during previous appointments.

Prior to the filing of criminal charges, all three of the adult brothers brought lawsuits against the Diocese of Manchester and its insurers. The three brothers originally accused another priest as well. The reports alleged incidents in which the other priest and I had together, and simultaneously, sexually abused the three brothers between 1982 and 1983. This other priest had been the subject of publicity between 1984 and 1990 because of unrelated accusations of sexual abuse. When it was learned, however, that he was not present in that parish until 1985 when the youngest of the three brothers was over sixteen years of age, the other priest's name was dropped from reports of the revised interviews and the lawsuits and never mentioned again.

In 1996 my case was reviewed and accepted by a San Diego based advocacy organization called The National Justice Committee. At their request, I prepared a sixty-six page detailed affidavit of the case and related matters which surfaced before and after trial. I believe that you would be shocked and alarmed at the content of this report.

Early this year, Ms. Carol Hopkins, the Executive Director of The National Justice Committee, revealed details of the NJC's review of my

case, as well as the Case History I generated, to former Los Angeles Prosecutor Marcia Clark who has some ties to The National Justice Committee and is now a legal analyst for one of the major American television networks. Ms. Clark in turn discussed the case with Mark Phillips, a network television producer. They then reviewed all discovery in the case, results of pre-trial polygraphs examinations I had taken and passed, and media reports including videotape of the accuser's testimony. Following this review, network officials requested my approval to air the case in a nationally televised format. I have attached a copy of the initial correspondence I received from network officials.

After much deliberation I have declined, for now, to allow this matter to be aired publicly. I also felt that there are a vast number of unanswered questions in my case - questions which are made clear in the written Case History - and I fear that those who could potentially shed light on these questions will be intimidated into silence by media exposure of the complex issues involved in this matter. As recently as last month, Ms. Clark, officials at the FOX Network, and others have urged me to permit them to air this case, but I have asked them to wait due to my concern that such publicity would be premature.

There is, however, another reason why I have declined to allow media exposure of the details of my case. I have sought the advice of a canonist, legal counsel, and others, and I have determined that public exposure of this matter may only result in a major scandal for my diocese. I cannot be the willing instrument of such scandal. Being the catalyst for such a disturbance in the local Church is not, and was not ever, my goal. Regardless of any outcome of my appeal to you, I will not willingly participate in bringing scandal and ridicule to the Church.

Still, the positions taken by officials of my diocese throughout this matter demand review by Church authority. The details of this are evident in the enclosed affidavit, and I respectfully request that you, or your designee, read the document in its entirety. It is a lengthy and disturbing account, and I apologize for this, but it is the simple truth.

Excellency, I am uncertain of what I am asking of you and the Congregation. The simple knowledge that I have been heard and understood, however, would be a welcomed beginning. I have not been the subject of a canonical penalty, have not received any threat of being the subject of an administrative laicization, nor have I been censured in any way. In fact, in the four years that I have been imprisoned some fifteen miles from the Chancery Office of my Diocese, I have neither seen nor heard from any priest or official of the Diocese. I have not received the Sacraments in four years, but recently I was granted permission by prison officials to celebrate the Sacrifice of the Mass in private once per week.

I continue to seek legal means to address the injustice of what has occurred in my case, but regardless of whether these efforts are ever successful I wish to remain a priest. I live with the daily fear that officials of my Diocese will petitioned the Holy See for my forced laicization. I believe in my heart that such a step would only add to the gross injustice which has taken place.

I beg your forgiveness for the cynicism which has developed within me, but I must also be honest and state I do not anticipate that anything can be done to address the injustices to which I have been subjected. If Your Excellency or a representative deems it appropriate to contact me, I can be reached confidentially by mail at the above address, or by e-mail at GJMacRae@aol.com. My legal counsel's confidential facimile number is: (603)926-1368.

I wish Your Excellency every Grace and Blessing in the coming months.

Fraternally in Christ,

(Rev.) Gordon J. MacRae

(Father) Gordon J. MacRae

- Enc. 1. Unsigned memo from a canonist at the Rota.
 2. Copy of a facimile from Mr. John Downey, a researcher for the FOX Television Network.
 3. Copy of the signed, sworn and notarized affidavit described herein..

RE: Communiqué from an official of the Roman Rota

The priest seems interested in two things here: the correction of an injustice committed against him and the changing of the more general situation of the treatment given to other priests in similar circumstances. In both cases, I think the competent authority would be the Congregation for the Clergy.

As far as the more general situation is concerned, the Congregation has been studying this question and has been asking bishops for a copy of their policy for dealing with these situations. From this point of view, the Congregation would probably be interested in the story as an example or illustration of what is actually happening (at least from the perspective of a priest involved).

As far as the priest's own situation is concerned, it would probably be difficult to have a formal recourse to the Congregation against whatever action the bishop took in regard to the priest since the time limits would have expired (within ten days has to ask the bishop to reconsider the decision - can. 1734 - and then he has to have recourse to the Congregation within fifteen days of the negative response - can. 1737, 2).

However, some situations are such that it still might be possible to have formal recourse.

For example:

- if it is a question of the priest's financial support from the diocese (can. 281, 2 and 130, 1), even now if he is in financial need, he could request assistance from the diocese and if he refuses, he could then have recourse to the Congregation;
- if he has been suspended by the bishop and he believes can. 1358, 1 applies ("Remissio censurae... recedenti autem denegari nequit") he can ask that the suspension be lifted and if the bishop refuses he could have recourse to the Congregation;
- if the bishop invoked the provisions of can. 1722 without having begun a canonical process, or if the canonical process was not pursued, the priest could ask that those provisions be lifted.

Furthermore, even if the time limit for a formal recourse has expired the priest can still present the case to the Congregation asking it to intervene on its own authority to correct what he perceives as a gross injustice etc. A lot depends on what the bishop did or did not do in the priest's case. If he "dropped" the priest without taking any formal canonical action, the Congregation could at least insist that the bishop make some definite canonical provision - which might then give the priest a chance to have recourse against that decision.