

THE STATE OF NEW HAMPSHIRE

CHESHIRE, SS.
DOCKET NUMBER:

SUPERIOR COURT
SEPTEMBER 1991 TERM

"JOHN DOE", A MINOR BY HIS MOTHER AND NEXT FRIEND

VS

GORDON MACRAE
AND
THE ROMAN CATHOLIC BISHOP OF MANCHESTER, INC.

INTERROGATORIES PROPOUNDED BY THE PLAINTIFF
TO BE ANSWERED BY THE DEFENDANT GORDON MACRAE

The following constitute interrogatories propounded by the Plaintiff, "John Doe", a minor by his mother and next friend, to be answered by the Defendant Gordon Macrae, under oath, pursuant to and within the time prescribed by New Hampshire Superior Court Rule 36. All answers must be full and complete and contain all facts and evidence which substantiate the answer as it is given and which would be presented to the Court. When a question calls for the possibility of either an affirmative or a negative answer, do not limit your answer to a simple negative or affirmative, -- explain in detail. State the facts and reasons behind your answer fully and completely. If there are any documents which substantiate any answer, or any explanation to any answer, please specifically refer to them and attach copies to these interrogatories, whether or not they are requested.

These interrogatories shall be deemed continuing so as to require supplemental answers if the Plaintiff or his attorney obtains further information between the time answers are served and the time of a hearing on the merits regarding this matter.

1. Please identify yourself stating the following:

- A. Your full name and any other names by which you have been known.
- B. Your date and place of birth.
- C. Your present address.
- D. Your social security number.
- E. Your occupation.
- F. Business address.

A. Gordon James MacRae

B. Born April 9, 1953 in Beverly, Massachusetts

C. 4201 Meadowlark Lane #10, Rio Rancho, NM 87124

D. [REDACTED]

E. Admissions Director, in an adult renewal center

F. [REDACTED]

2. Please describe your educational background including all degrees, the date achieved and the education institute at which they were earned.

Lynn, Mass. Public Schools - graduated May, 1970
Bachelor of Arts, May 1978 - St. Anselm College, Manchester, NH
Master of Divinity, December, 1981 - St. Mary Seminary, Baltimore, MD

3. Please describe your employment background from graduation of high school to the present stating the type of employment, the name of employer and the dates between which such employment was held.

- May, 1970 - High School Graduation
- 1970 - 1974 - Machinist, Glenmere Die Co., Lynn, Mass.
- 1974 - 1978 - College
- 1978 - 1981 - St. Mary Seminary
- January, 1982 - May, 1982 Deacon Internship, St. Francis Parish
Groveton, NH
- June, 1982 - June, 1983 - Assignment as priest, Miraculous Medal Parish
Hampton, NH
- June, 1983 - June, 1987 - Assignment as priest, St. Bernard Parish,
Keene, NH
- June, 1987 - Commenced leave of absence from ministry
- June, 1987 - November, 1988 - Monadnock Region Substance Abuse Services,
Swanzey, NH
- November, 1988 - March, 1989 - unemployed
- March, 1989 - April, 1990 - [REDACTED]
- June, 1990 to present - employment at Servants of the Paraclete Center,
Jemez Springs, NM

4. Please describe in detail your career as a Catholic priest stating the following:

- A. Each parish to which you have been assigned since your ordination;
 - B. The dates between which you were assigned to each parish;
 - C. The reasons for your transfer from each parish;
 - D. For each such transfer please state the names of all officials of the Roman Catholic Bishop of Manchester, Inc. who were aware of the circumstances and reasons for your transfer from that parish.
- A. Miraculous Medal Parish, Hampton, NH
St. Bernard Parish, Keene, NH
- B. Hampton-July 10, 1982 to approximately June 15, 1983
Keene-June 15, 1983 to approximately June 30, 1987
- C. Near the end of May, 1983 I requested transfer from the parish in Hampton because of problems I was experiencing related to stress [REDACTED]. I did not make these problems known to anyone in the Diocese of Manchester at that time, but my request was accepted and I was transferred to the parish in Keene. I had suffered a seizure which precipitated my request, but did not divulge this.
- I was not transferred from the parish in Keene, but rather decided to leave ministry in the Diocese of Manchester and began a leave of absence to begin this process in June of 1987. In the last two years in Keene I experienced repeated seizures of increasing intensity and frequency and felt that stress was the cause. I again did not divulge my reasons for deciding to leave.
- D. To the best of my knowledge no one in the Diocese of Manchester was aware of the real reasons for my requesting transfer from the parish in Hampton, or for requesting a leave from ministry while assigned to the parish in Keene. The person in the Diocese of Manchester who I approached with my request to transfer from Hampton was Auxiliary Bishop Robert Mulvee who then consulted with Bishop Odore Gendron, who granted my request for transfer. The person I consulted with in deciding to leave the Diocese of Manchester while assigned to the parish in Keene in 1987 was Bishop Odore Gendron.

5. Please state all positions you have held in the church and otherwise where you have supervised or instructed children and the dates between which you held such positions. Please also state your reasons for leaving each such position.

1. January, 1982 to May, 1982 I was serving a deacon internship in Groveton, NH. A part of this was assisting in religious education classes on occasion, but, to the best of my recollection this was always in the presence of other adult instructors. I left this position after five months to prepare for ordination to priesthood.

2. July, 1982 to June, 1983 while in the parish in Hampton a part of my responsibility was as director of religious education for children and youth in the parish. As described earlier I resigned from this parish and requested transfer because of health concerns which I did not make known.

3. June, 1983 to June, 1987 a part of my responsibility in Keene was administration of religious education programs for children and youth. Because there were paid employees to work in this department I had less direct contact with youth and more administrative work. I did, however, know many of the youth in the parish.

4. I have never held any other positions in which I supervised or instructed children, except for a period of approximately six weeks in June and July of 1978 when I worked as an intern at Pine Haven Center in Allentown, NH. I left this position after six weeks because I did not care for the work. I left Pine Haven entirely of my own accord after a dispute with another member of the staff.

6. Please describe in detail your relationship with the Plaintiff in this matter stating when and where you first met the Plaintiff and describing the development of your relationship.

I knew the Plaintiff and his mother beginning in 1984 during my second year at St. Bernard Parish in Keene, when they attended services at the parish. After Sunday Mass when refreshments were available in the church hall they would often sit with me and talk. On occasion when I was not present the Plaintiff came to my office at the rectory at St. Bernard Church to say hello after Mass. He generally would only stay for a moment since his mother would be waiting for him, and a few times his mother also came to the rector with him. During this year I only saw the Plaintiff in this context. In 1985 the Plaintiff joined a youth choir in the parish with which I had only occasional contact since the parish employed a choir director. I still occasionally saw the plaintiff with his mother and a few times the plaintiff called me by telephone. The telephone conversations were always brief and usually of no particular consequence other than the plaintiff wanting to talk to me about school or situations happening at home. This relationship did not change over 1984 and 1985 with occasional visits by the plaintiff and his mother with me after a Sunday service. Sometime in 1985 or 1986 the plaintiff went to visit his biological father in another state and I did not see the plaintiff for several months. I was not sure if he was actually gone that long. Sometime in 1986 the plaintiff began calling me again stating that he was experiencing much conflict with his parents, particularly with his step father, and stated that he wanted to go to live with his biological father. At about this time the plaintiff seemed to have a lot of conflict and frequently called me for a time then stopped after telling me that I seemed to have time for everyone but him. Sometime in 1986 the plaintiff and his mother began to go to another church in Keene and I did not see them for many months. On one occasion in 1986 the plaintiff called me and said that he was spending a lot of time with the choir director in this other church because his mother wanted him to have someone to talk to and I was just too busy. In June of 1987 I took a leave of absence from the Diocese of Manchester and took another job in Keene. During that summer the Plaintiff's mother called me and asked me to come to her home. I did so and she told me that the plaintiff had a summer job with a youth job program and that he came home that day claiming that his employer had attempted to sexually assault him. The plaintiff's mother felt that the plaintiff was trying to get out of work and said that an argument ensued between the plaintiff and his step father. I had not seen or heard from the plaintiff in a few months but I asked to speak with him. Outside their home the plaintiff told me that he went to work that day and his employer took him to the employer's home and attempted to force the plaintiff to his knees in a sexually explicit manner and made sexual comments to the plaintiff. I told the plaintiff's mother that she should report this to the director of the job program whether she believed the plaintiff or not. The mother later that day told me that she did as I asked and that it was being investigated by the police in Swanzey. I also called the director of the job program to verify that she had reported this. The plaintiff began calling me frequently after this and often asked to see me. Usually we would just take a ride in my car and,

(next page)

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#6 (continued)

on two occasions we went to a movie with his mother's approval. Through 1987 and some of 1988 I saw the plaintiff about every other week. usually after he would call and ask to speak to me. At the time I was living in an apartment in Keene and had a position as administrator of an outpatient alcohol and drug rehabilitation program. The plaintiff often complained that I didn't have time for him, but continued to call me to talk about problems he was experiencing at home. Sometime in early 1988 the plaintiff called me very upset and said that he needed to speak to me. I drove to the plaintiff's home and he was very tearful when he came outside. He said that he had a fight with his step father, and that his step father struck him. He said that he was often hit by his step father whenever they argued. I gave the plaintiff the telephone number of a family mediation program and I called the program myself to discuss the plaintiff's complaints. The counselor there, whose name I cannot remember, encouraged me to have the plaintiff call. The plaintiff did not call stating that it would only make his situation worse. I never saw any sign that the plaintiff was injured, but I still encouraged him to call. Most of my contact with the plaintiff in late 1987 and early 1988 was when he was having some crisis at home and wanted to discuss it. This usually took place in my car since the plaintiff usually asked to to just drive around while he talked. A few times the plaintiff and I went to a place like Friendly's for soda while he talked. Occasionally his mother would also call and ask me to speak with him when there were difficulties with him at home. At one point the plaintiff complained to me that his mother was making him spend time with the choir director of the church they were going to and that he was going to spend the weekend with the man, but he did not want to go. I asked him why and he said that this made him uncomfortable. I pressed the issue but he said that he did not want to go, and he asked me to talk to his mother about this and get her to change her mind. I told him I would not but that he should confront the issue with his mother directly and tell her why. He said he could not because she wouldn't believe him. I again asked him why this made him uncomfortable and he just told me to figure it out. He was angry with me, but I did not know why. I cannot remember at what point this took place, but later discovered that this man was charged with offenses of a sexual nature after I had left the Keene area.

My relationship with the plaintiff changed after that. He would often call me, but usually to ask for money without being able to tell me why he needed it. A few times he called me when I was working and asked for money or for a ride home after a school function. I usually was able to give him the ride because he always said that he could only go to the school functions if he could get his own ride home. Beginning in the summer of 1988 the plaintiff began to ask me for large sums of money - usually thirty to fifty dollars - but I would never give it to him. It was at this time, in the summer of 1988, that the problems between me and the plaintiff began and these are discussed in #8.

7. Please describe in detail your criminal record stating all convictions against you in any state within the last ten (10) years or at any time if they are sexual in nature.

I was convicted of a misdemeanor offense of endangering a minor on November 18, 1988. While on probation for this incident I pleaded no contest to a violation of probation in August of 1989.
I have never been convicted of any other crime in any state.

8. Please describe in detail each and every time you discussed matters of a sexual nature with the Plaintiff stating the dates, times and places of each such discussion, the content of each such discussion and the context in which the discussion occurred.

Sometime in May, 1988 the plaintiff asked me to take him to look at some bicycles at a store in Keene. Outside the store in my car the plaintiff asked me for a large amount of money to purchase a bicycle. I told him that I could not give him this money. In the conversation I asked him why having money was so important to him. He said it just is, and that he would do anything for it. I asked him what he meant by anything and he said "anything I asked him if he was talking about sex and he said "yes, but only with someone I know". I asked him who he was talking about and he said "Someone I know - I wouldn't do it with someone I didn't know". He then said, "but I know you would never let me do it". I asked him how he knew that and he asked me again if I would give him the money. I told him simply "not now" and I said I was taking him home. He said he didn't want to go home but wanted to go to my apartment. I told him I had things to do and he became angry with me. I then told him "I would not ask for such a thing but if you suggested it I didn't know if I would refuse or not. I then took him home.

A few weeks later the plaintiff called me and asked if we could do something. I picked him up and we went to a restaurant for lunch. I asked him if he remembered the conversation in the car and he said yes. I said "there are a lot of ways to make money". He asked how and I told him to guess. He asked me how much money we were talking about. I then became frightened at this conversation and told him that he was right before, that I wouldn't let him do this. The conversation was vague and not sexually explicit but I felt that the plaintiff knew what I had made reference to. This conversation did not go any further.

In August, 1988 the plaintiff called me on a Saturday - I do not know the exact date - and asked me what I was doing. I said that I was staining a computer desk I had made. He asked if I wanted help and I said yes. I picked the plaintiff up and we went to my apartment. While working on the desk I again brought up the conversation of money, but I did not mention sex. I asked the plaintiff if he was still looking for money and why he needed it. He said that he needed to buy school clothes. I asked him if he knew how he would get it and he said no. After awhile he told me that I seem to be under a lot of stress. I told him that I was. He said "maybe you need a girlfriend." I told him that I did not think so. He then said "maybe you need a boyfriend." I again told him that I did not think so. The plaintiff then told me that he knew someone "who was into that". I asked him who and he said that he could not tell me. He then said that he would find it gross but he said for a lot of money he would think about it, then said, not now but maybe someday. I told the plaintiff then that I had to leave and I drove him home.

9. Please describe in detail each and every time you had physical contact with the Plaintiff of a sexual nature stating the date, time, place and nature of such contact and the context in which such contact occurred.

I have never had physical contact of a sexual nature with the plaintiff.

The plaintiff also stated this in a letter he sent to me in June of 1989. In this letter the plaintiff stated that he wanted me to contact him secretly and stated that he only told the police that I asked him for sex but also told them that it never happened. This was seven months after the conviction of the offense against the plaintiff. I did not answer the letter but turned it over to the probation department and my attorney.

10. Please describe in detail each event for which you have been convicted of an offense with respect to the Plaintiff in this matter.

On November 15, 1988 I learned of a police investigation involving an allegation brought by the plaintiff that I had offered him money for sex. I went to speak to the officer involved and he confronted me with the conversations with the plaintiff. I did not recollect using some of the words and phrases the officer quoted the plaintiff as saying, but I admitted that this is what I was alluding to in these conversations and I agreed that I would plead guilty to this charge and end this. I did not understand my irresponsibility in allowing these conversations to take place.

On November 18, 1988 I pleaded guilty and was found guilty of endangering a minor. This conviction involved the offense against the plaintiff.

J. MCMAHON
& HEED

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11. Please state the name of each and every church official with whom you have discussed your relationship with the Plaintiff and the dates and contents of each such discussion.

I never discussed my relationship with the plaintiff with church officials, at least not prior to the conviction in November, 1988. After the conviction I requested, even though I was on leave of absence from the Diocese of Manchester, that the Diocese assist me by permitting me to enter a residential psychiatric center. The person I talked to was Rev. Francis Christian. He conferred with Bishop Odore Gendron and confirmed that the Diocese would assist me in this matter. I told Rev. Christian about the prior mentioned conversations at that time.

N. MCMAHON
& HEED

28 MIDDLE STREET
ENE, NEW HAMPSHIRE 03431

12. Please describe in detail all events which resulted in a child abuse petition which was determined to be founded dated April 18, 1986 including in your description:

- A. The nature of the abuse committed;
- B. How you came to be in contact with the victim or victims;
- C. The dates of the abuse;
- D. The names of all church officials who had knowledge of these events and the child abuse petition;
- E. The names of any police officers or representatives of the Division of Child and Youth Services who investigated this matter or questioned you with relation to this matter;
- F. The terms of the disposition of the petition;
- G. What agreements were made by you to secure the disposition;
- H. Attach any letters or other documents pertaining hereto to your answer.

Note: In answering this interrogatory, it is unnecessary for you to reveal the name of the victim or victims.

A) Sometime in April of 1983 a minor in Hampton, who visited me often, came to see me. I had been drinking on the day that he visited and during the visit he embraced me. Following that I sat next to him and put my arm around his shoulder and attempted to kiss him but did not actually do so. I then asked him to do so and he declined but remained sitting with me. He later wrote me a letter, which I no longer have, and said that this made him uncomfortable. On seeing the letter I called him and apologized for this behavior. He said that he would still like to visit and remain friends but I was alarmed at this behavior and avoided being alone with him after this. (continued on next page)

12-A (continued)

[REDACTED]
[REDACTED]
[REDACTED] The individual mentioned above continued to call me when I went to Keene but I dissuaded him from doing so. In November of 1989, about six months after leaving Hampton I learned that the individual had reported my inappropriate behavior to a counselor he was seeing.

B. I knew this individual and his family as members of the parish to which I was assigned in Hampton.

C. I believe the incident to have occurred sometime in April, 1990 however I am uncertain as to the exact date.

D. To the best of my knowledge no one in the Diocese of Manchester knew of this incident until six months after beginning the assignment in Keene. The two persons in the Diocese who discussed the incident with me were Rev. Francis Christian and Rev. John Quirk.

E. I have never been aware of the actual allegation in this petition nor have I ever been interviewed by any person investigating this incident, nor have I ever been aware of the names of such persons.

F. I have never been aware of any terms in the disposition of this petition.

G. I have never made any agreements to secure this disposition.

H. I have never seen or had any letters or documents pertaining to this disposition.

13. Please state in detail each and every reason for your transfer to St. Bernard's Parish in Keene, New Hampshire.

I was transferred to St. Bernard Parish in Keene in June of 1983; The reason for this transfer was that I had resigned the parish in Hampton. At the time of my resignation no reason for the resignation was given to church officials.

My personal reasons for resigning involved my concerns over [REDACTED] a debilitating seizure I had had a few months prior to my resignation, and my intense concern over the behavior with a minor in Hampton which I related to my alcohol abuse at the time. At the time of my resignation these reasons were known only to me.

14. Please state the name and address of each church official involved in the decision to transfer you to Bernard's Parish in Keene, New Hampshire.

Auxiliary Bishop Robert Mulvey, who was then Director of Personnel for the Diocese of Manchester, accepted my resignation which was given verbally.

Bishop Odore Gendron assigned me to St. Bernard Parish in Keene at that time.

I am not aware of any other church officials involved in this decision.

GREEN, McMAHON
& HEED

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KEENE, NEW HAMPSHIRE 03431

16. Please state in detail all duties, positions and responsibilities to which you were assigned while at St. Bernard's Parish in Keene, New Hampshire.

I was assigned to adult education, sacramental preparation, marriage preparation, daily and Sunday services, hospital chaplaincy, and religious education administration. The parish had an employed director of religious education so I had little direct involvement with this program except as advisor to the staff.

I was also asked to form a youth ministry in the parish, but I declined.

McMAHON

HEED

18 MIDDLE STREET

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17. Who was responsible for your assignment to these duties?

When I was assigned to St. Bernard Parish the person responsible for assigning these duties to me was Rev. Gabriel Houle who is now deceased.

18. If the person or persons identified in Interrogatory Seventeen above was aware of the child abuse petition identified in Interrogatory Twelve, when did he or they become aware and what action did he or they take as a result of that knowledge?

This person was never aware of the petition described in #12.

I. MCMAHON
& HEED

28 MIDDLE STREET
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19. If you have paid any money for counselling expense of the Plaintiff, please specify the amount of such payments and attach hereto copies of all checks or all receipts for such payments.

The total cost paid by me for counseling expenses for the plaintiff between November 18, 1988 and November 18, 1990 was approximately \$4,200.00. I do not have the receipts for these payments however I will attempt to obtain them.

20. Please state the name of all probation officers you have had as a result of any criminal convictions you have had as a result of the subject matter of this suit.

Karen Grovier- Keener
Lee Quant- Exeter
Tom Tewey- Exeter
Miguel Padilla- Bernalillo, New Mexico

21. If you have ever been found to have violated probation, please state the date and nature of such violations.

In August of 1989 I pledd no contest to a violation of probation. The violation took place near the end of June and the beginning of July, 1989. While I was in a residential treatment center in New Mexico I received two letters from a youth eight weeks prior to his eighteenth birthday. I had known this individual and his family well for the previous six years. This individual indicated that he was having legal difficulty and was placed in a residential facility. His older brother, then aged nineteen, also called me and asked me to respond to these letters. I wrote three supportive letters after consulting with the probation officer in New Mexico who indicated that I may do so if I allowed officila at the treatment center I was in to review the letters first. I did do this and believed that I was permitted to respond to this individual. The youth asked me to visit him which I declined to do, however while I was on a scheduled furlough from the center I drove the older brother so that he may visit his brother, but I did not attempt to do so, nor did I ever see the youth. I had, however, failed to consult with the Keene probation officer prior to writing the letters believing erroneously that hheofficer in New Mexico had the authority to approve of this.

McMAHON
& HEED

28 MIDDLE STREET
LEWISBURGH, NEW HAMPSHIRE 03431

Respectfully submitted,

"John Doe", a minor
by his mother & next friend
By his attorneys
GREEN, McMAHON AND HEED
28 Middle Street
Keene, New Hampshire 03431
(603) 352-3523

Dated: Oct. 7, 1991

Peter W. Heed
Peter W. Heed, Esquire

I hereby certify that an original plus two (2) copies of the foregoing Interrogatories were mailed this date to Stephen B. Bragdon, Esquire, Bragdon and Berkson, 82 Court Street, Keene, New Hampshire 03431.

Peter W. Heed
Peter W. Heed, Esquire

* * * * *

Dated: November 25, 1991

Gordon MacRae
Gordon MacRae

STATE OF NEW HAMPSHIRE
CHESHIRE, SS.

Personally appeared the above-named Gordon MacRae, who upon oath declared that the statements in the foregoing Interrogatories by him subscribed are true to the best of his knowledge and belief.

Dated: 11-25-91

Melinda Aron
Justice of the Peace/Notary Public

MY COMMISSION EXPIRES: 5-7-92

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Agreement made this 12th day of August, 1999, by and between [REDACTED]

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

WITNESSETH That:

WHEREAS, [REDACTED] is unmarried and has served a Writ against the Roman Catholic Bishop of Manchester, a corporation sole and others entitled [REDACTED] v. Roman Catholic Bishop of Manchester, a corporation sole and Gordon MacRae, which Writ was not entered in the Hillsborough County Superior Court, Northern District; 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 Writ, 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 and allegations and the terms of this 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. [REDACTED] through his counsel has not and will not file his Writ of Summons entitled [REDACTED] v. Roman Catholic Bishop of Manchester, a corporation sole and Gordon MacRae, in the Hillsborough County Superior Court, Northern District or in any other 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, priests, Bishops, 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 physical 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 Writ entitled [REDACTED] v. Roman Catholic Bishop of Manchester, a corporation sole and Gordon MacRae, served on the Roman Catholic Bishop of Manchester, a corporate sole, including all claims which have been or could have been raised in connection with said Writ.

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 their allegations, claims, documents, settlement demands, and offers, including, but not limited to, 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], [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] once pending in the Hillsborough County Superior Court, Northern District, [REDACTED] v. Gordon MacRae and Roman Catholic Bishop of Manchester, Inc., docket no. [REDACTED] once pending in the Cheshire County Superior Court and [REDACTED] v. Bishop of Manchester, Inc., Father Gordon MacRae, Father John Doe I and Father John Doe II, docket no. [REDACTED] once pending in the Hillsborough 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] 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.

5. Upon execution of this Agreement, the Roman Catholic Bishop of Manchester, a corporation sole, agrees to pay, Fifty Thousand Dollars (\$50,000) to the McLane Law Firm, Attorneys for [REDACTED] for and on behalf of [REDACTED] and Fifty Thousand Dollars (\$50,000) one year thereafter to [REDACTED] Thirty days prior to the date this second payment is due, [REDACTED] shall notify counsel for the Roman Catholic Bishop of Manchester in writing of his address to which payment should be sent.

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 10th day of August, 1999.

WITNESS:

Joyce P. Mascena
Joyce P. Mascena

Bernice K. Dixon
Bernice K. Dixon

Connecticut
~~STATE OF NEW HAMPSHIRE~~
COUNTY OF HILLSBOROUGH
Tolland

ss. [REDACTED]

August 10, 1999

Before me, personally appeared [REDACTED] and took oath that his signature by him herein is his free act and deed.

Joyce P. Mascena
Justice of the Peace
Notary Public

JOYCE P. MASCENA
NOTARY PUBLIC
MY COMMISSION EXPIRES 3/31/2000

THE ROMAN CATHOLIC BISHOP
OF MANCHESTER, a corporation sole

[Signature]
Eve Mongeau

By: John P. Quinn
Its Secretary for Finance & Real Estate

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me, personally appeared Msgr. John P. Quinn on behalf of The Roman Catholic Bishop of Manchester, a corporation sole. and took oath that that his signature is duly authorized.

Edward J. Aisenault
Justice of the Peace
Notary Public

VENDOR: McLane Law Firm, Atty for [REDACTED] CHECK NO. 061579

IF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
FJ		8/10/99	\$50,000.00	\$50,000.00	0	\$50,000.00

7017

ROMAN CATHOLIC BISHOP OF MANCHESTER 153 Ash Street, Manchester, N.H. 03105

CHECK NO.	CHECK DATE	VENDOR NO.
061579	8/12/99	0mclalaw00

ROMAN CATHOLIC BISHOP OF MANCHESTER
153 Ash Street
Manchester, N.H. 03105
OPERATING ACCOUNT

CHECK NO. 061579

54-153
114

CITIZENS BANK
Manchester, N.H.

Fifty Thousand and 00/100 Dollars

CHECK AMOUNT
\$50,000.00

ORDER OF

McLane Law Firm, Atty for [REDACTED]

Edward J. Arsenault
AUTHORIZED SIGNATURE

⑈061579⑈ ⑆011401533⑆ 3300264288⑈

G.B.-CLAIMS MGMT.-4TH FLOOR
THE GALLAGHER CENTRE
TWO PIERCE PLACE
ITASCA IL 6014

00001181 129481 A 2 0010 02 01204010-01 01178 A

7018

Bill McCarthy

129481 A 2 0010 02 01
DIOCESE OF M
ATTN: MARTHA
153 ASH STRE
BOX 310
MANCHESTER N

[REDACTED] - 09/10/78 date of loss
\$2,500.20 Reimbursed by Carrier
000032 008706-PI-01

PAGE 1 OF 1 001176

[REDACTED] - 09/01/83 date of loss
\$2,400.00 Reimbursed by Carrier
000032 008709-PI-01

Enter Specific Excess Loss Reimbursements
into Risk Fees for these two claims.



ARTHUR J. GALLA
PREMIUM TRUST A
2 PIERCE PALCE,
ITASCA, IL 6014
AIM NO.: 001176 0000
Y FOUR THOUSAND NIN

OFFICIAL WATERMARK
NO. 000000681 019865
VN. 0000001065
DATE: 04Jan01 70-1558/719

NOT VALID AFTER 90 DAYS
PAY EXACTLY
\$ #####4900.20

DIOCESE OF M
ATTN: MARTHA
153 ASH STRE
BOX 310
MANCHESTER

zaw

ORIZED SIGNATURE 1178

⑈000000681⑈ ⑆071915580⑆ 04⑈265⑈936⑈5⑈

CLAIM NO: 001176 000002 GB 01 (SPEC) BRANCH NO.: 908 NO. 000000681
CLAIMANT: EX SPEC ACC. DATE: 25May99 VN. 0000001065
DESCRIPTION: EX REC [REDACTED] D/A: 1978 & 1983 TG
DATE 04Jan01
#####4900.20

G.B.-CLAIMS MGMT.-4TH FLOOR
THE GALLAGHER CENTRE
TWO PIERCE PLACE
ITASCA IL 60143

7019

129481 A 2 0010 02 01204010-01 01178 A

DIOCESE OF MANCHESTER
ATTN: MARTHA KIPP
153 ASH STREET
BOX 310
MANCHESTER NH 03105-0310

019865 PAGE 1 OF 1 001176



THE FACE OF THIS DOCUMENT HAS A BLUE BACKGROUND. THE BACK HAS AN ARTIFICIAL WATERMARK.

ARTHUR J. GALLAGHER & CO.
PREMIUM TRUST ACCOUNT
2 PIERCE PALCE, 24TH FLOOR
ITASCA, IL 60143

NO. 00000681 019865

VN. 0000001065

DATE: 04Jan01 70-1558/719

CLAIM NO.: 001176 000002 GB 01 (SPEC)

BRANCH NO.: 908

AMOUNT: FOUR THOUSAND NINE HUNDRED AND 20/100 DOLLARS*****

NOT VALID AFTER 90 DAYS

PAY EXACTLY
\$ #####4900.20

DIOCESE OF MANCHESTER
ATTN: MARTHA KIPP
153 ASH STREET
BOX 310
MANCHESTER NH 03105-0310

HARRIS TRUST AND SAVINGS BANK
ROSELLE, ILLINOIS

AUTHORIZED SIGNATURE

1178

⑈00000068⑈ ⑆071915580⑆ 04⑈265⑈936⑈5⑈

CLAIM NO: 001176 000002 GB 01 (SPEC)

BRANCH NO.: 908

NO. 00000681

CLAIMANT: EX SPEC

ACC. DATE: 25May99

VN. 0000001065

DESCRIPTION: EX REC [REDACTED] D/A: 1978 & 1983 TG

DATE 04Jan01

#####4900.20

DIOCESE OF MANCHESTER

INCOME VOUCHER

FUND # 150

DEPARTMENT# 000-0000-000

DEPT NAME: Risk Mgmt

PREPARED BY:

CUSTOMER NAME	CHECK #	DATE	AMOUNT	DESCRIPTION
ARTHUR J. GALLAGHER & Co.	70-1550/719 019865	01/04/01	\$ 4,900.20	SPECIFIC EXP REIMBURSEMENT

TOTAL: \$ 4,900.20

ACCOUNT #	FUND	SECRETARIAT/DEPT	ACCOUNT NAME	DESCRIPTION	AMOUNT
1254000	150	000000000000	REINSURANCE CONTINGENCY - SPECIFIC		* 4900.20

TOTAL: \$ 4900.2

Verified by: _____ Date: _____
 Logged by: _____ Date: _____
 Cash Mgr-Entered by: _____

Batch # _____
*Finance Dept. use

MEMORANDUM

PERSON INTERVIEWED: [REDACTED]

PLACE OF INTERVIEW: Keene, New Hampshire

INTERVIEWED BY: Sergeant Brenda Blonigen *mb/83*
Detective Brooke Lemoine *BL*

DATE OF INTERVIEW: September 20, 2002

RE: FATHER GORDON MACRAE

BB: Testing one. I am Detective/Sergeant Brenda Blonigen of the Rockingham County Sheriff's Department. And I am here today with [REDACTED], whose date of birth is [REDACTED] and we are at [REDACTED]. And also present is Detective Brooke Lemoine of the Nashua Police Department. And [REDACTED] do you understand this is being tape recorded?

[REDACTED] Yes.

BB: Do you have any objections to it be tape recorded?

[REDACTED] No I don't.

BB: Okay, um. My understanding, we have talked briefly before the date and time it is. Friday the 20th of September and the time is 11:15. Um. [REDACTED] we spoke before the tape was on and, ah, my understanding is that you were a part of an investigation where you spoke with Detective McLaughlin, is that correct?

[REDACTED] Yes.

BB: And did you give Detective McLaughlin a detailed statement about, um, the abuse that you withstood at the hands of, ah, Father Gordon MacRae?

[REDACTED] Yes I did.

BB: And, subsequent to that you also went through a bunch of hearings?

[REDACTED] Yes.

BB: Could you tell me, ah, did you testify during those hearings?

[REDACTED] Yes.

BB: And did you give detailed accounts of what took place?

[REDACTED] Yes.

BB: Okay and you went through also a civil hearing, is that correct?

[REDACTED] Yes.

BB: And during a, ah, my understanding is that during a statute of limitations, um, hearing you gave detailed testimony is that correct?

[REDACTED] Yes.

BB: Okay. Ah, what I wanna, ask you is do you remember the last time that, ah, Gordon MacRae abused you? Approximately how old were you?

[REDACTED] Ah, I was approximately seventeen.

BB: Why do you remember that so well?

[REDACTED] Ah, just before I went in the military. And I was just before I graduated high school.

BB: Okay. And you were in the military for how long?

[REDACTED] Ah, I did three years active and, ah, three years inactive.

BB: Okay. And when you got out of the military, ah, what happened?

[REDACTED] Ah, when I got out the military I stayed in [REDACTED] for a bit, then I decided to come back. And, ah, Father MacRae asked if I wanted to stay with him.

BB: Why did Father MacRae ask if you wanted to stay with him?

[REDACTED] Um, basically he told me that [REDACTED] didn't have room for me and didn't wanna be bothered with another child coming home so I could stay there.

BB: And [REDACTED] is your?

[REDACTED] Mother.

BB: Your mother, okay, um. Now, during the time that, ah, you were being abused by Gordon MacRae, ah. Where would that abuse take place?

Ah it would take place at the rectory in Keene.

BB: Okay would, do you know the name of the church there, that the rectory was located?

Saint Bernard's.

BB: Saint Bernard's. Can you describe for me, ah, Saint Bernard's rectory?

Ah, Saint Bernard's I believe has two or three floors, um. The downstairs consisting of an office, ah, dining room, kitchen and the upstairs consisting of, ah, sleeping quarters, um, almost like a small apartment.

BB: Okay, and during the course of these trials particularly the criminal trial, ah, were there ever people that would see you go upstairs or see you at the rectory?

Yes.

BB: Who would, who would notice that you were there?

Um, other priests would notice that I was there, um. The people that took care of the, um, the cleaning, ah, the cooking. Secretaries.

BB: Okay you mentioned a maintenance person by the name of Fred Lafond.

Ya.

BB: And so did he ever see you at the rectory?

Yes he did as a matter of fact I saw Fred Lafond quite often. In and outta there.

BB: And when he went into court to testify, what did he testify to?

He testified the fact that he didn't remember seeing us there or never saw coming in and out of the rectory.

BB: And you and your brothers were in and outta the rectory?

Yes.

BB: Pretty regular?

[REDACTED] Yes.

BB: If you had to put a number on it, could you put a number on it?

[REDACTED] No.

BB: Why?

[REDACTED] Hm, it was. We were there often, quite often, just in and out. Ah, after mass. Ah, weekends, evenings, so I don't remember how many times it was.

BB: So you were there so many times you can't.

[REDACTED] A lotta times.

BB: Put a number to it?

[REDACTED] Right.

BB: Now when you would stayed there overnight, where would you stay?

[REDACTED] We would stay upstairs, overnight.

BB: And was it a bedroom area, was it?

[REDACTED] Yes it was a bedroom, with a, ah, attached bathroom to it.

BB: And, would you be in the room alone?

[REDACTED] Yes that's, that's where I would sleep ya.

BB: Okay. Now when you, the, area that was considered Gordon MacRae's area. Was that a common area or was that just specifically his area?

[REDACTED] It was the common area as is, there was like a living room, um. As a living room setting. Had a T.V., sofa, things of that nature.

BB: Was there ever alcohol there?

[REDACTED] Yes, there was alcohol there, um, upstairs there's a refrigerator and also there was, ah, a wine cabinet. Ah, so it was pretty accessible.

BB: Did you ever access that alcohol while you were there?

[REDACTED] Yes.

BB: And would Gordon MacRae know that you were drinking?

[REDACTED] Oh yes.

BB: Would he ever give it to you?

[REDACTED] Yes.

BB: And, um. Were there ever times that you were drinking when other people were there that?

[REDACTED] If, if it did happen, it was always in an unmarked bottle or unmarked glass or something, so or colored glass so, um, I'm not sure that anybody even thought it was alcohol.

BB: Okay. Now when people testified in, um, in court particularly did Fred Lafond testify is that correct?

[REDACTED] Yes.

BB: And he testified that he could never remember seeing you there.

[REDACTED] Right.

BB: Were there other people that testified to the same?

[REDACTED] Ah yes as a matter of fact. There were, um, the housekeepers and other priests, would say the same thing.

BB: Do you mem, remember any particular priest that, ah, maybe testified?

[REDACTED] Well Father Houran, Dennis Houran. He testified, to the same, um, sort of thing but he was in Marl, he was in Marlborough. He was in Marlborough parish.

BB: Now did Gordon MacRae ever take you to other places other than Keene?

[REDACTED] Yes I mean, do you mean like other places as, um, Keene?

BB: Other rectories, would, did you ever go to any other rectories?

[REDACTED] Ya, yes.

BB: And, you gave a statement as to what would take place at those rectories.

[REDACTED] Right.

BB: What were some of the rectory, what were some of the other rectories that you went to?

[REDACTED] The ones I can remember was with two on top of my head which was Keene and Nashua. I think it was Saint John's.

BB: Okay.

[REDACTED] Or something like, I'm not sure. Um. But if, other places I've been with him, ah, over at the seminary school when he was over in Manchester. Was it, um?

BB: I'm not really sure where.

[REDACTED] Ya.

BB: The seminary school was.

BL: Do you ever remember going to, ah, Hampton?

[REDACTED] I never went to Hampton.

BL: Okay.

BB: Now when you, you were saying when you returned from the military when you lived with Gordon MacRae there was another kid that he, ah, occasionally, um, would go places with, what was that kid's name?

[REDACTED] There was [REDACTED] I believe his last name was.

BB: Okay, and being there you, you said that it was, um, it was kind of a strange situation, tell me about that.

[REDACTED] Ah, [REDACTED] would knock on the door every morning, um. And they'd spend a lotta time together. And he basically took care of [REDACTED] And [REDACTED] mother worked, she was a single mom.

BB: And she, they lived.

[REDACTED] They lived right next door.

BB: Right next door?

[REDACTED] Ya. Across the hall I should say.

BB: Okay.

[REDACTED] Same floor across the hall.

BB: And this was in Keene?

[REDACTED] Yes, and [REDACTED] had key to the, his apartment too so.

BB: He had a key to Gordon MacRae's?

[REDACTED] Ya.

BB: Apartment? Now you also, ah, described one time when you went somewhere, um, where he dropped you off and picked someone up, tell me about that.

[REDACTED] Um, it was a weekend day, I think it was a Saturday and, ah, I went with Gordon to Nashua and he said he had to go visit a friend so he brought me to, the friend's house which were, met with, ah, the parents, actually I think the mother was there and there was some kids there and he dropped me off and picked up one of the kids and said he'd be back in a few hours.

BB: And then you stayed there with the other kid's family?

[REDACTED] I, yup, yup, I stayed there, ya.

BB: Was there ever any discussion as to where they went?

[REDACTED] No none.

BB: And. Would Gordon ever take a bunch of kids places or was he always the person that would just take one kid or?

[REDACTED] Just one at a time, I never saw him with more than one child. It was always just one.

BB: And when you would ride with him when he would be driving a car, how would he have you?

[REDACTED] Um, had to sit in the front and had to sit right next to him. So he could put his arm around me.

BB: Were any of the other priests present when he would put his arm around you or?

[REDACTED] No. No.

BB: Now when you got older you would, you would actually drive to the rectory to visit him.

[REDACTED] Yes.

BB: Where would you park your car?

[REDACTED] Um, by parking it inside the garage.

BB: So.

[REDACTED] Either where his spot was he'd take his car and I'd put my car in.

BB: So you had such access to the rectory that it wasn't unusual for your car to be parked inside the garage?

[REDACTED] No not at all.

BB: Do you have any other questions?

BL: Um. Ya I guess just a couple hm, couple more questions did he, did Father MacRae ever, ah, take girls out?

[REDACTED] No.

BL: Ah, in his car and?

[REDACTED] No he didn't speak highly of women.

BL: Okay I guess so no, did, eh, did you ever see any girls in the rectory, similar age to you with any other priests clergymen?

[REDACTED] No.

BL: Father MacRae?

[REDACTED] No.

BL: Okay. Do you, eh, do you ever see any other boys that you did not know with other priests, ah, in the rectory? With other pa, with other priests?

[REDACTED] No it, it seemed, it seemed that when I was there, there, it was almost like on a time where I would be there with, with MacRae and nobody else would be as in priests or you know with other children or anything.

BL: Ya.

[REDACTED] Ah, it, it always seemed like it was at the right.

BL: We're aware that your brothers [REDACTED] and [REDACTED] also were victims of abuse at the hands of Father MacRae, would, would they be with you at any time at a particular rectory for an overnight or would, would?

[REDACTED] No. It was always.

BL: [REDACTED] wouldn't be in one room while you were in another room?

[REDACTED] No.

BL: It always only be one?

[REDACTED] Just one.

BL: At a time? When this abuse was taking place did you ever confide in, in, in [REDACTED] or [REDACTED] or they to you about this abuse?

[REDACTED] No.

BL: Okay.

BB: When was the first time you ever disclosed to anybody about the abuse?

[REDACTED] (Sigh). I actually didn't disclose to anybody my mother asked me. And she kinda pulled it outta me so I did, I really didn't say anything, I just said yes.

BB: Right.

[REDACTED] And from there it was.

BB: Kind of went.

[REDACTED] Kinda went.

BB: Ya.

So I never disclosed to anybody what happened.

BB: Did anyone, when you were younger, did anyone ever say to you, you know you should be careful or, ah, Father MacRae or? That you can remember?

No.

BB: Do you remember anyone saying anything to your mother?

Yes. Yes, Father, Father Houran had told her to, ah, he didn't really want, or didn't, suggested that her kids didn't hang around Father MacRae.

BL: Who told you that?

BB: Now.

BL: About that discussion your mother had with Father Houran?

Actually she told me that.

BL: She told you that?

Ya years later I mean.

BB: So.

When this whole came out.

BB: When the whole thing came out she told you?

Ya, ya, she didn't tell me until then. There's a lotta things that she didn't mention, you know, this whole thing came out. That she remembers now that oh God you know, he said this to me, now I know why. Type thing so.

BL: [redacted] also, ah, just wanna address these documents that you gave us, um. When we first came over here, um, we asked you if you had any paperwork or any documents, ah, covering this matter and you said you did, correct?

Yes.

BL: And, ah, you showed us a, ah, ah, a bunch of documents and we, we looked them over and we, ah, asked you if, we could take these documents and make copies and get them back to you is that correct?

[REDACTED] Yes.

BL: Do we have your permission to do that?

[REDACTED] Yes you do.

BL: Ah, have any of these documents been, ah, changed, doctored in any way, are they just xeroxed copies?

[REDACTED]: They're just copies.

BL: Of, ah, documents that you got, ah, how?

[REDACTED] Through my attorney.

BL: Okay.

BB: And who was your attorney at the time?

[REDACTED] Ah, Mark Abramson.

BB: Okay. And he was the attorney through the civil?

[REDACTED] Yes.

BB: Process.

BL: I don't have anymore questions.

BB: I don't have any other questions either, ah.

[REDACTED] There's, I'm also a couple other attorneys I don't know if you, that were involved. Bob Upton.

BL: Robert who?

BB: Was that your case?

[REDACTED] That was, it was all combined sorta thing so the.

BB: Okay.

[REDACTED] And in criminal. And then there was Bill Cleary. I think that was it.

BB: Okay.

[REDACTED] Pete Heed that sounds familiar too. Peter Heed?

BB: Yes he's currently county attorney. Ya.

[REDACTED] So.

BB: Okay it is now 11:30, ah, on the 20th of September and I'm turning the tape off.

END OF TAPE

195606

MEMORANDUM OF INTERVIEW

PERSON INTERVIEWED: [REDACTED]

PLACE OF INTERVIEW: Seabrook Police Department
Centennial Street
Seabrook, NH

INTERVIEWED BY: Brooke Lemoine, Detective ^{ML}
Brenda M. Blonigen, Sergeant ^{5/10/83}

DATE OF INTERVIEW: September 24, 2002

RE: GORDAN JAMES MACRAE

Detective LEMOINE and I went to the Seabrook Police Department to meet with

[REDACTED]

and her husband

[REDACTED]

Detective Lemoine and I spoke with both [REDACTED] and [REDACTED] and then [REDACTED] agreed to give a tape-recorded statement. [REDACTED] told us that her son, [REDACTED] who was the victim of a sexual assault at the hands of MACRAE, did not want to speak with us or give us a statement. [REDACTED] gave an extensive interview to Detective McLaughlin of the Keene Police Department on July 30, 1993. A copy of that report is contained in this case file with that statement.

[REDACTED] told us that she suspected that MACRAE had done things to her son long before it was ever brought out in counseling. [REDACTED] said that she suspected it so much that she actually called MACRAE and asked him if he had ever put his hands on her son and MACRAE told her that he had never done anything inappropriate that he puts his arm around all the kids to let them know how he feels.

[REDACTED] said that it was a couple of weeks after that the MACRAE left Hampton and went to the parish in Keene, New Hampshire. Note that according the files obtained by the Diocese MACRAE requested to be transferred from the Hampton parish.

[REDACTED] told us that her son [REDACTED] was put into counseling some time around October of 1983. The counselor at the time was JUDY PATTERSON, who worked for Catholic Charities. [REDACTED] said that when she entered [REDACTED] into the counseling she [REDACTED] told JUDY PATTERSON that she thought that [REDACTED] had been molested by MACRAE. [REDACTED] said that it was about four to five weeks into the counseling that [REDACTED] disclosed.

[REDACTED] told us that at the time her and her husband were told that it was just fondling, it was a misdemeanor and nothing more could be done. At the time of the sexual assault [REDACTED] was twelve and thirteen years old. [REDACTED] said that her husband asked whether or not they should go to the Hampton Police and they were told that it had already been reported to the Keene Police Department and nothing further could be done. [REDACTED] said that her and her husband would have most definitely have gone to the police in Hampton had they not been told this.

[REDACTED] told us that JUDY PATTERSON had expressed concern over [REDACTED] behavior and suggested that he be put into the Hampstead Hospital for a period of 30 days. She said that this did in fact take place and the bill for that was paid by insurance, however [REDACTED] said that she did not know how the co-pay was paid because they did not pay it. [REDACTED] told us that JUDY PATTERSON also suggested that [REDACTED] go to St. Thomas Aquanis High School in Dover. She said that they told her that they couldn't afford the tuition, however PATTERSON told them that they could get sponsors for him so [REDACTED] did in fact go to that high school. [REDACTED] told us that she was told by JUDY PATTERSON that they could not tell them who the "sponsor's" were. Note in the papers received from the Diocese the tuition for St. Thomas Aquanis High School was paid for by the Diocese.

[REDACTED] told us that later on [REDACTED] was kicked out of St. Thomas and went to Winicunnette High School. It was around 1986 or so that [REDACTED] was talking to a counselor there and had told him of his abuse by MACRAE. She said that it was again reported to Social Service and at that time it was reported to the Hampton Police Department and this is when [REDACTED] and his father spoke with a Hampton officer. [REDACTED] said that the Keene Police Department then investigated it.

[REDACTED] told us that MACRAE would pick [REDACTED] up at school and give him a ride home. She said that [REDACTED] would go and spend time at the rectory a lot. She said that there were times that MACRAE would take [REDACTED] out to eat or go to the mall and things like that. [REDACTED] said that after MACRAE left Hampton there was only one time that she could remember that MACRAE came to her house. She said that she came home from work one day to find MACRAE there with

[REDACTED]. She said that they had just moved into a new house and when she walked in she said that [REDACTED] jumped up really quick and immediately went to his room. [REDACTED] told us that MACRAE immediately left after a brief conversation with her.


[REDACTED] told us that she really felt that the Diocese did not handle [REDACTED] disclosure properly. She said that the information that her and her husband were given to by JUDY PATTERSON, who worked for Catholic Charities was wrong and they should have been able to go to the police with it.

For detailed information regarding the interview with [REDACTED] refer to the transcription.

NEW HAMPSHIRE STATE POLICE
POSSESSED PROPERTY REPORT

7038

1. CASE NO.	2. INVESTIGATING TPR. Bm Blonigen	3. ID 83	4. TOWN OF CRIME Manchester	5. TN CD	6. DATE OF REPORT 09/24/02
7. OWNER State of NH		8. OWNERS TEL.	9. OWNERS ADDRESS Concord, NH		
10. DATE POSSESSED 09/24/02	11. RECOVERED STOLEN PROPERTY <input type="checkbox"/>	12. SEIZED PROPERTY <input type="checkbox"/>	13. POSSESSED ABANDONED PROPERTY <input type="checkbox"/>	14. EVIDENCE <input checked="" type="checkbox"/>	15. OTHER (Explain) <input type="checkbox"/>
CHECK ONE	16. SEIZED WITH A WARRANT <input type="checkbox"/>	17. SEIZED WITHOUT A WARRANT <input type="checkbox"/>	18. NHSP LABORATORY NUMBER (If Applicable)		

ITEMIZE, DESCRIBE, AND VALUE EACH ITEM		
# OF ITEMS	DESCRIPTION INCLUDING SERIAL NUMBER	VALUE
1 of 1	Cassette Tape Interview of  - Side A: B	0.

DATE	RELINQUISHED BY	RECEIVED BY/LOCATION	PURPOSE

PAGE NO. 1	OF 1 PAGES	SIGNED (Investigating Trooper) Bm Blonigen	ID NO. 83	DATE 09/24/02
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