

Father Robert Towner

Father Charles Higgins
2121 Commonwealth Avenue
Boston, MA 02135-3193

March 12, 2007

Dear Father Higgins:

As my father, [REDACTED], informed you, I was sexually abused by Robert Towner, then a priest of the Archdiocese of Boston who lived at St. Mary Parish in Lynn, my home parish. Towner perpetrated this abuse against me during the years 1980-81.

At this point I don't know how I will ultimately deal with the devastation that this abuse caused in my life. [REDACTED]

[REDACTED]

[REDACTED] I have included my address and phone number below.

If you need any further information from me, please let me know.

I look forward to hearing from you.

Sincerely,

[REDACTED]

Archdiocese of Boston
Assistant to the Secretary for Ministerial Personnel

PERSONAL AND CONFIDENTIAL

MEMORANDUM

TO: File of Rev. Robert K. Towner
FROM: Rev. Charles J. Higgins *CJH*
DATE: March 1, 2001
RE: [REDACTED] - [REDACTED]

[REDACTED] came forward to make a complaint against (Fr.) Robert Towner. [REDACTED] first learned of this inappropriate behavior between Towner and his son in 1982/3. The event occurred while his son [REDACTED] (called [REDACTED]) was in Junior High (1979-1980). There are two incidents - one in Towner's home in Swampscott and another incident at Towner's New Hampshire trailer. The New Hampshire incident involved strip poker with a number of priests. These incidents occurred while Towner was a technical assistant at St. Mary's. [REDACTED] (35 years old) has indicated to his father that there are many other incidents of sexual assault by Towner.

Although his son [REDACTED] is not ready to come forward, [REDACTED] is angry with the Church and himself, because of his lack of response when the incidents first became known. He is confident about his role as a Deacon, but because of his present feelings about himself and the Church he has taken a ministerial leave from his assignment at St. Mary in Lynn.

[REDACTED] is looking for pastoral support to help him through this time and is not interested in any legal solution. He does not want to embarrass the Church particularly the parish of St. Mary in Lynn.

He would like a therapist who has a faith perspective of the Church so he may deal with the anger, disappointment and betrayal he feels concerning the Archdiocese.

M. Div.
B. A. B. D.

NAME: TOWNER, Rev. Robert K.

DATE OF BIRTH: 8/19/43 PLACE OF BIRTH: Lynn

DATE OF ORDINATION: 5/21/69 PLACE OF ORDINATION: Cathedral, Boston

HOME: 7576 Essex St, Swampscott Mrs. Kenneth Towner HOME TEL. NO.: 593-310

ADDRESS:

DATE ASSIGNED	OFFICE	ASSIGNMENTS PLACE ASSIGNED	DATE DETACHED	REMARKS
6/4/69	Asst.	St. Mary, Brookline	9/28/71	
9/28/71	Asst.	St. Joseph, Quincy	8/28/79	
8/28/79	Study	at B.C. School of Social Work and Tech. Asst. in res., Immac. Conc., Revere	8/20/80	
8/20/80	Tech. Asst.	in res., St. Philip Neri, Waban	10/27/81	
7/17/81	Asst. Dir.	Family Counselling & Guidance Centers, Inc.	2/1/84	
10/27/81	Tech. Asst.	in res., St. Mary, Lynn	2/1/84	
2/1/84	Assoc. Pastor	St. Michael, Bedford	6/22/87	
11/87	RFDI	Box 193-E Alton NH 03809		
	Prot. N.	279/89/S CDWDS		

ASSIGNMENT RECORD

ARCHDIOCESE OF BOSTON

WHEELER FORM 70

CHURCH RECORD (CON.)

ARCHDIOCESE OF BOSTON

DATE ASSIGNED	OFFICE	ASSISTANTS NAME	DATE DETACHED	REMARKS
1/9/68	Asst.	RYAN, Rev. Paul T. '58	6/5/79	
1/9/68	Asst.	HORGAN, Rev. Gerald B. '48	4/24/73	
6/4/69	Asst.	Towner, Rev. Robert K.	9/28/71	
9/1/69	In res.	Burns, Rev. Dennis J.	3/22 3/21/75	
5/9/72	Asst.	Howatt Rev Wm '59;	3/24/81	
6/5/73	Assoc. Pastor	BURNS, Rev. Wm. J. '53	11/28/78	
11/28/78	Assoc. Pastor	- STACK, Rev. Patrick	6/15/82	
6/5/79	Assoc. Pastor	- DEELEY, Rev. Kevin J.	8/1/83	
6/15/82	Assoc. Pastor	- MEDINA, Rev. Mark A.	10/1/90	
8/30/83	Assoc. Pastor	- DWYER, Rev. Donald A.		
7/23/84	Parochial Vicar	- PISELLI, Rev. Costanzo J.	5/1/88	

CITY OR TOWN

BROOKLINE

CHURCH OR INSTITUTION

St. Mary of the Assumption

CONTINUED OVER

BROOKLINE

ST. MARY of the ASSUMPTION

CITY OR TOWN

CHURCH OR INSTITUTION

DATE FOUNDED

NATURE 5 Linden Place (02146)

IN CHARGE OF

~~Brookline Trust~~ 021-888-222

KEY NO.

TEL. NO. 734-0444

MISSIONS AND STATIONS

Norfolk County Trust: St. Mary of the Assumption School, Brookline
St. Mary's High School, Brookline

PROVINCIAL NAME 6/86: Brookline Cooperative Bank - Acct. 23 704135 / Church & Rec

ADDRESS

PASTORS, RECTORS AND ADMINISTRATORS

DATE APPOINTED	OFFICE	NAME	DATE DETACHED	REMARKS
7/16/28	I.P.P.	SPLAINE, Rt. Rev. Michael J.	10/6/51	DIED
10/24/51	Pastor	ROBINSON, Rt. Rev. Joseph A.	12/10/67	DIED
1/10/68	Pastor	SEXTON, Rt. Rev. Francis J. '43	7/1/88	
7/26/88	Pastor	FLYNN, Rev. Robert G.	11/28/93	
9/2/93	Temp. Adm.	with Power Atty. KEANE, Rev. John F.	1/18/94	
1/18/94	Pastor,	AHERN, Rev. John J. 6yrs.		

CHURCH OR INSTITUTION RECORD

ARCHDIOCESE OF BOSTON

4. Fr. Robert Towner (St. Mary of the Assumption Church, Brookline, and Family Counseling and Guidance, Boston)

██████████ asserts that he was sexually molested repeatedly by Fr. Towner during the years 1966-67, while Fr. Towner was at St. Mary of the Assumption Church in Brookline, MA. At the time, ██████████ was around thirteen years old, and in the eighth grade. The abuse began when Fr. Towner urged ██████████ to accompany him on an overnight trip to New Hampshire. They stayed at a lakeside cabin belonging to Fr. Towner. Though it was quite cool out, Fr. Towner told ██████████ that the custom "up here" was to swim naked in the lake, which they did. When it came time to sleep, Fr. Towner said that it was too cold for them to sleep in separate beds, and told ██████████ that they had to share the same bed. ██████████ woke up in the middle of the night to discover Fr. Towner sucking his penis. When he had finished, Fr. Towner forced ██████████ to perform oral sodomy on him. On another occasion, ██████████ reports being brought on another overnight trip to New Hampshire by Fr. Towner. On this occasion, however, they were accompanied by another priest, a Fr. Jack Craig, who also had a very young boy with him. The priests brought the two boys to a trailer, but at this point his memory fails him, and he can remember only vaguely what they may have done that night in the trailer. ██████████ reports that his own brother, ██████████ was also brought to that trailer in New Hampshire by Fr. Towner, and developed deep psychological problems in the months and years immediately following that visit.

There is strong evidence to show that the Archdiocese knew of Fr. Towner's abusive proclivities, but merely shuffled him from parish to parish to hide the true nature of his activities. ██████████ reports that, on one occasion, the pastor of St. Mary's, Fr. Frank Sexton, discovered ██████████ upstairs in the priests' private quarters, where he had been brought by Fr. Towner for the purpose of sexual activity. Fr. Sexton was "noticeably angry" that ██████████ was there. Fr. Towner was suddenly transferred to a parish in Weymouth right after this incident. It is worthwhile to note, in this regard, that at the time, Fr. Sexton was Chancellor of the Archdiocese, in charge of personnel transfers. He is retired and living in the Boston area.

ECKERT SEAMANS CHERIN & MELLOTT

ATTORNEYS AT LAW

September 27, 1993

Wilson D. Rogers, Jr., Esquire
Page 9

██████████ reports that he was molested by Fr. Towner in 1983, when ██████████ was 14 years old. At the time, Fr. Towner was a counselor at Family Counseling and Guidance, in Boston, an organization sponsored, in part, by the Archdiocese of Boston. The alleged abuse began when Fr. Towner took ██████████ on an overnight trip to New Hampshire. Fr. Towner proceeded to get ██████████ drunk on a mixture of Kahlua and cream, and then put the young boy to bed. Fr. Towner removed ██████████ clothes, and began to fondle him. At this point, ██████████ closed his eyes and passed out. ██████████ was still in counseling with Fr. Towner a few months later when the priest was transferred, abruptly and without warning. Despite repeated enquiries, no one from the counseling center or the Archdiocese would tell ██████████ or his mother where the priest was sent.

██████████ has since learned that Fr. Towner left the priesthood and is now married with several children, and is a registered social worker living in ██████████, N.H. Several months ago, ██████████ telephoned Towner. During their conversation, ██████████ reports that Towner admitted to molesting ██████████ and was apologetic, stating that the abuse of ██████████ was an isolated incident.

██████████ alleges that she was molested by Fr. Towner in 1967, when she was 13 years old. At the time, Fr. Towner was assigned to St. Mary's of the Assumption Church in Brookline. She reports that on one occasion, Fr. Towner offered her a ride home from some school event. He then accompanied her into the kitchen of her parents' home; this seemed normal to ██████████ because Fr. Towner was a priest and a friend of the family who often spent a great deal of time with ██████████ brothers and their friends. As they entered the kitchen, Fr. Towner "attacked" ██████████ then a minor youth. ██████████ alleges that Fr. Towner grabbed her and began kissing her forcefully, shoving his tongue deep into her mouth as she struggled to break free. ██████████ eventually broke Fr. Towner's grip, and the abuse ended.

██████████ claims that this incident made a deep and lasting impact on her life. From that day on, according to ██████████, she felt a profound suspicion of priests, and refused to attend church anymore. She claims to have been "stripped of the spiritual sense of things" by Fr. Towner's actions. She has not been able to believe in the Church anymore, and has deeply questioned the faith with which she was raised. Furthermore, ██████████ states that the abuse was all the more scarring because it occurred in her own home, at the hands of someone she had been taught to trust and look up to as a representative of God on earth. This undermined her sense of trust and safety. Since that point, ██████████ never once dated, or had even a single boyfriend for 23 years, until she met her present husband. She attributes this severe avoidance of relationships to the fact that she could never trust people, and could never feel safe in the presence of a man, always suspecting his motives and keeping on guard.

ECKERT SEAMANS CHERIN & MELLOTT

ATTORNEYS AT LAW

February 8, 1994

One International Place 18th Floor
Boston, MA 02110
Telephone 617/342-6800
Facsimile 617/342-6899

PERSONAL AND CONFIDENTIAL
BY FACSIMILE AND FIRST CLASS MAIL

Wilson D. Rogers, Jr., Esquire
Dunn & Rogers
20 Beacon Street
Boston, MA 02108

Re: Sexual Abuse of [REDACTED] by Father Robert Towner

Dear Wil:

This firm represents [REDACTED] ([REDACTED]), a former parishioner of St. Mary of the Assumption Church in Brookline, Massachusetts.

While [REDACTED] was a student at St. Mary's grammar school, he was sexually molested repeatedly by Father Robert Towner, a former priest of the Archdiocese of Boston, on various occasions and in various locations, during the years 1966-67. He has suffered great emotional and psychological distress in the years since the commencement of this abuse, which form the basis for his legal claims against Father Robert Towner ("Fr. Towner"), Father Frank Sexton ("Fr. Sexton"), Father Jack Craig ("Fr. Craig") and the Archdiocese of Boston ("Archdiocese"), as the facts and history below will amply demonstrate.

[REDACTED] first became acquainted with Fr. Towner in 1964, when [REDACTED] was 11 years old. [REDACTED] was an altar boy at St. Mary's and in the choir for approximately eight years. Fr. Towner was very friendly with [REDACTED] family, a regular visitor to the [REDACTED] household for dinner and socializing. Like many Catholic families, the [REDACTED] felt honored to have a priest find such obvious favor in them by gracing their dinner table as often as Fr. Towner did. Through his role as a priest, Fr. Towner was able to gain the trust of the [REDACTED] family not only as a public minister in their parish, but also as a close family friend.

Fr. Towner regularly brought [REDACTED] his brothers, and other boys, either alone or in groups, on frequent trips to New Hampshire, ostensibly for skiing. According to [REDACTED]. [REDACTED] Fr. Towner made alcohol available to some of the boys in an effort to make them feel "special." The sexual molestation of [REDACTED] began on one of the occasions when Fr. Towner urged [REDACTED] to accompany him on an overnight trip to New Hampshire, sometime during the Fall or Winter of 1966-67. At the time, [REDACTED] was around thirteen years old, an eighth grader at St. Mary's grammar school. They stayed at a lakeside cabin belonging to Fr. Towner. Though it was rather chilly out, immediately upon arrival Fr. Towner told [REDACTED] that "the custom up here" was to swim naked

RODERICK MACLEISH, JR.
617/342-6826

Boston

Pittsburgh

Harrisburg

Allentown

Philadelphia

Butte

Fort Lauderdale

Boca Raton

Miami

Tallahassee

Washington, D.C.

ECKERT SEAMANS CHERIN & MELLOTT

~~ATTORNEYS AT LAW~~

February 8, 1994

Wilson D. Rogers, Jr., Esquire
Page 2

in the lake, which they did. When it came time to sleep, Fr. Towner said that it was too cold for them to sleep in separate beds, and told ██████████ that they would have to share the same bed. Having been taught all his life to look up to priests and follow their very word and example, ██████████ did as he was told. ██████████ woke up in the middle of the night to discover Fr. Towner performing oral sex on him. When Fr. Towner had finished, he pushed ██████████ head down into Fr. Towner's lap and forced the boy to perform oral sodomy on him. The next day, ██████████ recalls feeling "completely numbed" by the events of the previous night, and Fr. Towner mentioned nothing about it to him.

On another occasion, ██████████ recalls being brought on another overnight trip to New Hampshire by Fr. Towner. On this occasion, however, they were accompanied by another priest, a Fr. Craig, who also had a very young boy with him. In New Hampshire, the priests brought the two boys to a trailer, but at this point his memory begins to fade, and he can remember only vaguely what they may have done that night in the trailer.

There is strong evidence to show that the Archdiocese knew or should have known of Fr. Towner's abusive proclivities, but merely shuffled him from parish to parish to hide the true nature of his activities. ██████████ reports that, on one occasion, the pastor of St. Mary's at the time, Fr. Sexton, discovered ██████████ upstairs in the priests' private quarters, where ██████████ asserts he may have been brought by Fr. Towner for the express purpose of nonconsensual sexual activity. (He cannot remember the sequelae to this incident very clearly, claiming that his memory reaches "a block" when he tries to remember why he was brought into such a restricted area of the rectory.) Fr. Sexton was "noticeably angry" that ██████████ was there, as if there was some deeper background knowledge on Fr. Sexton's part of the nature of Fr. Towner's relationship with ██████████. Fr. Towner was suddenly transferred to a parish in Weymouth shortly after this incident. During the intervening period, until Fr. Towner's transfer was actually effected, our client continued to be abused by Fr. Towner. (It is important to note, in this regard, that around the time of this incident, Fr. Sexton was Chancellor of the Archdiocese, and had some responsibility for personnel transfers. He is now retired and living in the Boston area.)

██████████ has suffered to an extraordinary degree as a result of the brutal and rapacious way with which Fr. Towner used the office of the priesthood to prey upon him as a minor youth. Beginning in high school, he began to become deeply estranged from the Catholic Church and all that it represented. This is no insignificant reaction, given the especially close relationship that ██████████ parents fostered with their Church, their faith, and their parish, and which relationship they instilled and encouraged in their children. What is far worse, during this period ██████████ began to become completely alienated from his parents, who he naturally associated with the close family friend who had so grievously and repeatedly wounded him. This was magnified by the fact that Mr.

ECKERT SEAMANS CHERIN & MELLOTT

ATTORNEYS AT LAW

February 8, 1994

Wilson D. Rogers, Jr., Esquire
Page 3

██████████ parents — completely unaware of the abuse being inflicted on their son — encouraged their sons to spend a lot of time with the priest. Even during the time period that Fr. Towner was abusing ██████████ he was continuing his regular visits to the ██████████ household, sharing dinner with the family and socializing with the boys in front of their parents as if nothing was happening. ██████████ reports that he grew to hate his parents for failing to protect him from Fr. Towner. ██████████ began to be surly and disrespectful towards his parents, and this continued for many years, until only very recently. ██████████ asserts that his irrational irritation and estrangement from his parents began to improve immediately after he disclosed to them what had happened to him 25 years earlier. Of the various sequelae to this sexual abuse, the loss of any meaningful relationship with his parents, which loss occurred as a result of his feeling that they had held him out to his abuser, has been the most galling wound.

In addition, ██████████ has suffered extreme hatred toward authority figures, especially clerics and other church figures. Because of what he views as the Catholic Church's witting complicity in the abuse perpetuated by Fr. Towner on himself and others, ██████████ reports a loss of his religion, and complete alienation from the spirituality and creeds with which he was raised. This feeling has been embittered even further in the weeks since ██████████ has learned that Fr. Towner had similarly abused others in his care. He reports feeling profoundly betrayed by the Catholic Church because of its efforts in moving abusive priests like Fr. Towner around from one setting to another.

██████████ reports a history of substance abuse that began in the years immediately following the molestation. This included heavy dependence on drugs, which habit threatened a very promising marriage. For years after the abuse, ██████████ lived with the profound shame and anguish of having been sexually molested by a priest, who he had been taught to respect as a man of God. In the time since the abuse ended, ██████████ life has been fraught with severe problems which are causally related to the sexual abuse and the emotional and psychological pressure inflicted on him by Fr. Towner. Following the abuse, ██████████ became involved in "sexual piccadillos" with men. Though he claims never to have been physically attracted to men, he has acted on an irrational desire to dominate and control men who expressed any physical attraction to him, while at the same time not feeling any physical attraction for or excitement about them. He expresses that he used these encounters to live out his ability to fully control and debase men who seemed to be attracted to him — as Fr. Towner had done to him — with ██████████ himself completely controlling whether or not sexual activities happened, all the while not desiring any sexual pleasure in itself. After each experience, ██████████ was overwhelmed by remorse and felt completely worthless. Only recently has ██████████ been able to make sense of this destructive cycle of self-abuse, claiming that through these impersonal encounters he was attempting to reconcile the trauma of being dominated in a one-way homosexual experience as a child, by being the dominator of these pleasureless homosexual experiences as an adult.

ECKERT SEAMANS CHERIN & MELLOTT

ATTORNEYS AT LAW

February 8, 1994

Wilson D. Rogers, Jr., Esquire
Page 4

Interestingly, in the years following his abuse by Fr. Towner, [REDACTED] locked out all remembrance of the abuse, numbing himself with a dependence on alcohol and drugs which threatened his marriage and career. The triggering mnemonic event occurred approximately two years ago, while [REDACTED] was driving down an off-ramp from the Tobin Bridge. Suddenly, as he gazed at the rooftops in Charlestown, he instantly recalled the sensation of sitting next to Fr. Towner in the priest's car as Fr. Towner asked him, "Well, what are you going to do about it?" In that moment, [REDACTED] clearly recalled Fr. Towner asking him this question as Fr. Towner guided his car down the very same off-ramp the day after the initial incident of sexual molestation in a New Hampshire house some twenty-five years earlier. [REDACTED] remembers the sensation he felt, at the time, of being trapped in Fr. Towner's car, and having no choice whatsoever but to keep the incident secret for his own safety. As this snippet of conversation came back to him, sometime in mid-1992, [REDACTED] immediately felt the long-repressed incidents of sexual abuse begin to come back to him, in bits and pieces, for the next several days and weeks. He reports that, once this started to happen, his life started to unravel, especially as more and more details regarding the extent and nature of the abuse – and Fr. Towner's coverups in front of [REDACTED] family – became clearer to him.

[REDACTED] has retained this firm for the purpose of securing his legal rights and remedies with respect to these very serious claims against Fr. Towner, Fr. Sexton, Fr. Craig and the Archdiocese. The abuse which was perpetrated upon [REDACTED] was known, or should have been known, by the Archdiocese, but the Archdiocese took no action to prevent it from happening to protect our client or many others who our client believes have been similarly abused by Fr. Towner during his employment by the Archdiocese. In consideration of the severity of [REDACTED] injuries, and the rapacious nature with which he was preyed upon by Fr. Towner, and mindful of the Archdiocese's irresponsible, highly collusive handling of Fr. Towner's various transfers, it is our studied view that the Archdiocese is clearly liable for Fr. Towner's conduct. Therefore, my client hereby makes demand on Fr. Towner, Fr. Sexton, Fr. Craig and the Archdiocese of Boston in the amount of \$500,000.00. We also demand that the Archdiocese immediately agree to execute tolling agreements in this matter between [REDACTED] and Fr. Towner, Fr. Sexton, Fr. Craig and the Archdiocese, separately. We also demand that the Archdiocese extend a serious and unmistakable outreach to some of the many other individuals who our client believes have been similarly abused by Fr. Towner.

We acknowledge that the Archdiocese has recently offered to pay for [REDACTED] substantial therapy needs, as part of a "pastoral response." While such a gesture is welcomed, it cannot begin to recover the profound and extensive losses, the cruel emotional suffering, the sudden destruction and loss of an inherited faith, the extreme harm brought to his relationships with parents, family, and wife, and the years and years of nearly constant torment that this man faces, and will continue to face for the rest of his life as a result of the repugnant punishments inflicted on his spirit by your clients.

ECKERT SEAMANS CHERIN & MELLOTT

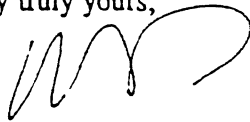
ATTORNEYS AT LAW

February 8, 1994

Wilson D. Rogers, Jr., Esquire
Page 5

Sr. Catherine Mulkerrin recently met with [REDACTED] and can attest to the sincerity and maturity of this man. We have all been deeply struck by his horrendous experience. We look forward to discussing this most serious matter with you at your earliest convenience.

Very truly yours,



Roderick MacLeish, Jr.

/pjm

cc: [REDACTED]

29121

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this _____ day of March, 1995 by and between the Roman Catholic Archbishop of Boston, a Corporation Sole (the "Archdiocese"), Robert Towner ("Mr. Towner") and [REDACTED] [REDACTED] (collectively the "Parties").

WHEREAS, certain allegations were made and claims were asserted by [REDACTED] regarding the conduct of Mr. Towner and the Archdiocese while Mr. Towner was a priest at a parish of the Archdiocese; and

WHEREAS, [REDACTED] claims he has suffered substantial damages in the form of pain and suffering, emotional distress, and other forms of personal injury in connection with the conduct of the Archdiocese and Mr. Towner; and

WHEREAS, [REDACTED] has informed the Archdiocese and Mr. Towner that unless this matter is resolved forthwith, he intends to file immediate suit which will contain causes of action against them; and

WHEREAS, the Parties desire to resolve any disputes and/or actions arising out of the subject matter of those allegations.

NOW THEREFORE, in consideration of the mutual agreements and commitments set forth herein, the Parties enter into this Agreement and agree as follows:

1. This Agreement represents a desire of the Parties

to settle all claims relating to or arising out of [REDACTED] allegations, including his allegation of damages received on account of personal injury, without the necessity and expense of litigation. It does not constitute an admission by the Archdiocese or Mr. Towner of any liability to [REDACTED]

2. The Archdiocese represents and warrants that it has put its insurance carrier on notice of this claim, but that the carrier has declined coverage for the acts of the Archdiocese in this matter. In light of the uncertainty of insurance coverage, [REDACTED] agrees to accept the sum of [REDACTED] from the Archdiocese in exchange for a Release of All Claims against the Archdiocese, Rev. Msgr. Francis J. Sexton, Fr. Jack Craig and Mr. Towner provided, however, that if the Archdiocese brings a claim or action against its insurer in this matter and, by such claim or action, recovers either by settlement or judgment an amount in excess of [REDACTED] ("the recovery amount") then the Archdiocese shall pay to [REDACTED] the sum recovered in excess of the recovery amount less expenses, including, but not limited to, reasonable attorneys fees. The Archdiocese represents and warrants that any claim or action against its insurer shall include a demand for multiple damages under Chapters 93A and 176D. The Archdiocese shall notify counsel for [REDACTED] under the procedure set forth in Paragraph 17 if it institutes a claim or action against its insurer under this paragraph and will provide [REDACTED] counsel with periodic status reports of said claim or action.

[REDACTED] agrees that any action taken or claim made by the Archdiocese against its insurance carrier is in the sole discretion of the Archdiocese. Further, if such a claim is made all aspects of the same including dismissal, discontinuance and/or settlement shall be and remain in the sole discretion of the Archdiocese.

3. All payments made under this Agreement will be in the form of a check payable to "Eckert, Seamans, Cherin & Mellott as attorneys for [REDACTED]". The payment of [REDACTED] will be tendered contemporaneously with the execution of this Settlement Agreement.

4. As an inducement to [REDACTED] to enter into this Settlement Agreement, Mr. Towner represents and warrants that he has insufficient assets to contribute meaningfully to settlement of this matter and contemporaneously with the signing of this agreement will submit financial statements to counsel for [REDACTED], which will include, at a minimum, copies of his Federal Tax Returns for 1992-1994.

5. Mr. Towner agrees that he will not through employment or socially seek unsupervised, substantial contacts with minors under the age of 18, with the exception of minors who are blood relatives of Mr. Towner. Unsupervised substantial contact shall mean contact alone with minors which is not merely perfunctory.

6. Mr. Towner agrees to seek counselling from a psychologist or psychiatrist and will remain in counselling

until said trained clinician determines that the counselling has reached a final disposition.

7. The Archdiocese agrees that it will pay for [REDACTED] therapy up through and including October 22, 1995, the date agreed to by the parties.

8. [REDACTED] and anyone claiming by, through or under him hereby fully, forever, irrevocably and unconditionally releases, remises, and discharges the Archdiocese, its agents, servants, officers and employees, all subsidiaries or institutions related to the Archdiocese, all priests incardinated to the Roman Catholic Archdiocese of Boston, including, but not limited to, Rev. Msgr. Francis J. Sexton and Fr. Jack Craig, and Mr. Towner from and with respect to any and all manner of claims, charges, complaints, demands, actions, causes of actions, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, leases, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature whatsoever, whether known or unknown, either at law, in equity, or mixed, which he ever had, now has, or can, shall, or may have in the future, by reason of, on account of or arising out of any matter or thing which has happened, developed, or occurred before the signing of this Agreement arising out of, based upon, connected to or related to [REDACTED] association with the Archdiocese and Mr. Towner, including but not limited to, any

claims [REDACTED] may have in tort for personal injury, including, but in no way limited to, intentional and negligent infliction of emotional distress, assault and battery, negligence and all other claims and/or causes of action. The Archdiocese and Mr. Towner and anyone claiming by, through or under them, hereby fully, unconditionally, and irrevocably release [REDACTED], his heirs, executors, administrators, next of kin, assigns and any other person or entity deeming an interest through him, from any claims, charges, complaints, demands, actions, causes of actions, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, leases, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, either in law or equity, which they now have, ever had, or may have in the future, regarding any claims relating to, arising from or connected with the aforementioned allegations and the resolution of those allegations. It is not intended that the Archdiocese shall be released by this paragraph 8 from its obligations under paragraph 2 hereof.

9. [REDACTED] represents and warrants that he has not disclosed the events giving rise to this claim, this settlement and any discussions relating thereto to any third party with the exception of his attorney(s), financial and tax advisors, including accountants or tax authority, his medical doctor, his

therapist, his family, spouse or fiance, all of whom have agreed, at the request of [REDACTED] to maintain the confidentiality of the same, since February 24, 1995. [REDACTED] further represents and warrants that he has not disclosed the events giving rise to this claim or settlement or any discussions relating thereto to any media outlet. [REDACTED] agrees not to disclose the events giving rise to this claim, this settlement and any discussions relating thereto to any third party, except as hereinafter provided. The Archdiocese and Mr. Towner agree not to disclose to any third party any information concerning [REDACTED], except as hereinafter provided. Notwithstanding the foregoing, [REDACTED] may consult with or disclose to his attorney(s), financial and tax advisors, including accountants or any tax authority, his medical doctor, his therapist, his family, spouse or fiance, and representatives of the Archdiocese, with respect to these subjects. Prior to making any such disclosure to any of the above named persons, [REDACTED] shall inform said person of the confidentiality requirements of this Agreement and shall obtain from them their agreement to honor such confidentiality. In the case of the Archdiocese, it may consult with any individual reasonably required to implement this Agreement, its auditors, attorneys and insurance carriers with respect to these subjects. Prior to making any such disclosure to any of the above named persons, the Archdiocese shall inform said person of the confidentiality requirements of this Agreement and shall obtain from them their

agreement to honor such confidentiality. Mr. Towner may consult with or disclose to his physicians, attorneys, therapists and spiritual advisers under the privilege of confidentiality attached to those relationships. In addition, any party may make such disclosure which is required by law. Any party required to make such a disclosure required by law shall notify all parties to this agreement prior to such disclosure.

10. The foregoing provisions relating to confidentiality shall be modified as set forth herein in the event the following occurs: Mr. Towner has unsupervised, substantial contacts with minors, with the exception of minors who are his blood relatives, as defined in Paragraph 5. In such event, [REDACTED] or his counsel shall notify counsel for the Archdiocese and Mr. Towner within seven (7) days to allow them to investigate and resolve any alleged violations of this provision. If such allegations have not been resolved to the satisfaction of [REDACTED] within thirty (30) days of the receipt of notice by counsel for the Archdiocese and Mr. Towner, [REDACTED] will be free to disclose the events giving rise to this case to the minor, the minor's immediate family, law enforcement agencies, or any other appropriate governmental agency, solely identifying Mr. Towner and no other parties to this Release Agreement.

11. No representation has been made by any party to the other as encouragement or inducement for the execution of the Agreement, other than that which is expressly set forth in

the Agreement. The Parties warrant and represent that they have been represented by competent counsel, that they have entered into the Agreement voluntarily, and that they have consulted with counsel in connection with the negotiation and execution of the Agreement.

12. This Agreement shall be binding upon the Parties, and may not be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly-authorized representative of each of the Parties hereto.

13. The terms of this Agreement are contractual in nature and not a mere recital, and it shall take effect as a sealed document. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

14. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not

to be a part of this Agreement.

15. Waiver of any provision of this Agreement, in whole or in part, in any one instance shall not constitute a waiver of any provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other then-existing or subsequent breach.

16. This Agreement contains and constitutes the entire understanding and agreement between the Parties hereto respecting their settlement and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith.

17. Any written notice required pursuant to this agreement shall be sent via certified mail, return receipt requested, to the following:

a. In the case of [REDACTED] to:

Roderick MacLeish, Jr., Esquire
Eckert Seamans Cherin & Mellott
One International Place
Boston, MA 02110

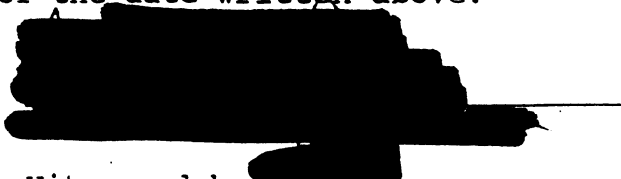
b. In the case of the Archdiocese, to:

Wilson D. Rogers, Jr., Esquire
Dunn & Rogers
One Union Street
Boston, MA 02108

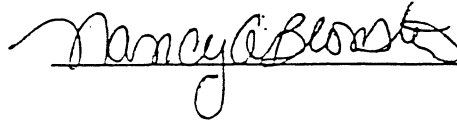
c. In the case of Mr. Towner to:

Timothy P. O'Neill, Esquire
Hanify & King
One Federal Street
Boston, MA 02110-2007

IN WITNESS WHEREOF, all parties have set their hands
and seals to this Agreement as of the date written above.



Witnessed by:



ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

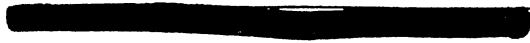
By: _____

Witnessed by:

MR. ROBERT TOWNER
Individually

Witnessed by:

IN WITNESS WHEREOF, all parties have set their hands
and seals to this Agreement as of the date written above.


Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: *Gerald T. Kelly*


Witnessed by:

Maria A. Foxi

MR. ROBERT TOWNER
Individually

Witnessed by:


IN WITNESS WHEREOF, all parties have set their hands
and seals to this Agreement as of the date written above.


Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

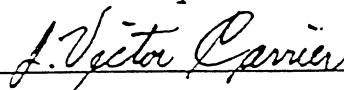
By: _____

Witnessed by:



MR. ROBERT TOWNER
Individually

Witnessed by:



ECKERT SEAMANS CHERIN & MELLOTT

ATTORNEYS AT LAW

September 27, 1993

Wilson D. Rogers, Jr., Esquire
Page 9

██████████ reports that he was molested by Fr. Towner in 1983, when ██████████ was 14 years old. At the time, Fr. Towner was a counselor at Family Counseling and Guidance, in Boston, an organization sponsored, in part, by the Archdiocese of Boston. The alleged abuse began when Fr. Towner took ██████████ on an overnight trip to New Hampshire. Fr. Towner proceeded to get ██████████ drunk on a mixture of Kahlua and cream, and then put the young boy to bed. Fr. Towner removed ██████████ clothes, and began to fondle him. At this point, ██████████ closed his eyes and passed out. ██████████ was still in counseling with Fr. Towner a few months later when the priest was transferred, abruptly and without warning. Despite repeated enquiries, no one from the counseling center or the Archdiocese would tell ██████████ or his mother where the priest was sent.

██████████ has since learned that Fr. Towner left the priesthood and is now married with several children, and is a registered social worker living in Alton, NH. Several months ago, ██████████ telephoned Towner. During their conversation, ██████████ reports that Towner admitted to molesting ██████████ and was apologetic, stating that the abuse of ██████████ was an isolated incident.

██████████ alleges that she was molested by Fr. Towner in 1967, when she was 13 years old. At the time, Fr. Towner was assigned to St. Mary's of the Assumption Church in Brookline. She reports that on one occasion, Fr. Towner offered her a ride home from some school event. He then accompanied her into the kitchen of her parents' home; this seemed normal to ██████████ because Fr. Towner was a priest and a friend of the family who often spent a great deal of time with ██████████ brothers and their friends. As they entered the kitchen, Fr. Towner "attacked" ██████████ then a minor youth. ██████████ alleges that Fr. Towner grabbed her and began kissing her forcefully, shoving his tongue deep into her mouth as she struggled to break free. ██████████ eventually broke Fr. Towner's grip, and the abuse ended.

██████████ claims that this incident made a deep and lasting impact on her life. From that day on, according to ██████████, she felt a profound suspicion of priests, and refused to attend church anymore. She claims to have been "stripped of the spiritual sense of things" by Fr. Towner's actions. She has not been able to believe in the Church anymore, and has deeply questioned the faith with which she was raised. Furthermore, ██████████ states that the abuse was all the more scarring because it occurred in her own home, at the hands of someone she had been taught to trust and look up to as a representative of God on earth. This undermined her sense of trust and safety. Since that point, ██████████ never once dated or had even a single boyfriend for 23 years, until she met her present husband. She attributes this severe avoidance of relationships to the fact that she could never trust people, and could never feel safe in the presence of a man, always suspecting his motives and keeping on guard.

111

to settle all claims relating to or arising out of [REDACTED] allegations, including his allegation of damages received on account of personal injury, without the necessity and expense of litigation. It does not constitute an admission by the Archdiocese or Mr. Towner of any liability to [REDACTED].

2. In exchange for a Release of All Claims, [REDACTED] agrees to accept the sum of [REDACTED] from the Archdiocese.

3. All payments made under this Agreement will be in the form of a check made payable to "Eckert, Seamans, Cherin & Mellott as attorneys for [REDACTED]". The payment of [REDACTED] will be tendered contemporaneously with the execution of this Settlement Agreement.

4. As an inducement to [REDACTED] to enter into this Settlement Agreement, Mr. Towner represents and warrants that he has insufficient assets to contribute meaningfully to settlement of this matter and contemporaneously with the signing of this agreement will submit financial statements to counsel for [REDACTED] which will include, at a minimum, copies of his Federal Tax Returns for 1992-1994.

5. Mr. Towner agrees that he will not through employment or socially seek unsupervised, substantial contacts with minors under the age of 18, with the exception of minors who are blood relatives of Mr. Towner. Unsupervised, substantial contact shall mean contact alone with minors which is not merely perfunctory.

6. Mr. Towner agrees that he will seek counseling

from a psychologist or psychiatrist and remain in counselling until said trained clinician determines that the counselling has reached a final disposition.

7. [REDACTED] and anyone claiming by, through or under him hereby fully, forever, irrevocably and unconditionally releases, remises, and discharges the Archdiocese, its agents, servants, officers and employees, all subsidiaries or institutions related to the Archdiocese, their agents, servants, officers, trustees, directors and employees, all priests incardinated to the Roman Catholic Archdiocese of Boston, the Family Counselling and Guidance Centers, Inc., its officers, agents, servants and employees, and Mr. Towner from and with respect to any and all manner of claims, charges, complaints, demands, actions, causes of actions, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, leases, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature whatsoever, whether known or unknown, either at law, in equity, or mixed, which he ever had, now has, or can, shall, or may have in the future, by reason of, on account of or arising out of any matter or thing which has happened, developed, or occurred before the signing of this Agreement arising out of, based upon, connected to or related to [REDACTED] [REDACTED] association with the Archdiocese and Mr. Towner, including but not limited to, any claims [REDACTED] may have in tort for personal injury, including, but in no way limited to,

intentional and negligent infliction of emotional distress, assault and battery, negligence and all other claims and/or causes of action. The Archdiocese and Mr. Towner and anyone claiming by, through or under them, hereby fully, unconditionally, and irrevocably release [REDACTED], his heirs, executors, administrators, next of kin, assigns and any other person or entity deeming an interest through him, from any claims, charges, complaints, demands, actions, causes of actions, suits, rights, debts, dues, sums of money, costs, losses, accounts, reckonings, covenants, contracts, controversies, agreements, promises, leases, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, either in law or equity, which they now have, ever had, or may have in the future, regarding any claims relating to, arising from or connected with the aforementioned allegations and the resolution of those allegations. It is not intended that the Archdiocese shall be released by this paragraph 7 from its obligations under paragraph 2 hereof.

8. [REDACTED] represents and warrants that he has not disclosed the events giving rise to this claim, this settlement and any discussions relating thereto to any third party with the exception of his attorney(s), financial and tax advisors, including accountants or tax authority, his medial doctor, his therapist, his family, spouse or fiance, all of whom have agreed, at the request of [REDACTED] to maintain the

confidentiality of the same, since May 28, 1996. [REDACTED]
further represents and warrants that he has not disclosed the
events giving rise to this claim or settlement or any
discussions relating thereto to any media outlet. [REDACTED]
agrees not to disclose the events giving rise to this claim,
this settlement and any discussions relating thereto to any
third party, except as hereinafter provided. The Archdiocese
and Mr. Towner agree not to disclose to any third party any
information concerning [REDACTED] except as hereinafter
provided. Notwithstanding the foregoing, [REDACTED] may
consult with or disclose to his attorney(s), financial and tax
advisors, including accountants or any tax authority, his
medical doctor, his therapist, his family, spouse or fiancée, and
representatives of the Archdiocese, with respect to these
subjects. Prior to making any such disclosure to any of the
above named persons, [REDACTED] shall inform said person of the
confidentiality requirements of this Agreement and shall obtain
from them their agreement to honor such confidentiality. In the
case of the Archdiocese, it may consult with any individual
reasonably required to implement this Agreement, its auditors,
attorneys and insurance carriers with respect to these subjects.
Prior to making any such disclosure to any of the above named
persons, the Archdiocese shall inform said person of the
confidentiality requirements of this Agreement and shall obtain
from them their agreement to honor such confidentiality. Mr.
Towner may consult with or disclose to his physicians,
attorneys, therapists and spiritual advisers under the privilege

of confidentiality attached to those relationships. In addition; any party may make such disclosure which is required by law. Any party required to make such a disclosure required by law shall notify all parties to this agreement prior to such disclosure.

9. The foregoing provisions relating to confidentiality shall be modified as set forth herein in the event the following occurs: Mr. Towner has unsupervised, substantial contacts with minors, with the exception of minors who are his blood relatives, as defined in Paragraph 5. In such event, [REDACTED] or his counsel shall notify counsel for the Archdiocese and Mr. Towner within seven (7) days to allow them to investigate and resolve any alleged violations of this provision. If such allegations have not been resolved to the satisfaction of [REDACTED] within thirty (30) days of the receipt of notice by counsel for the Archdiocese and Mr. Towner, [REDACTED] will be free to disclose the events giving rise to this case to the minor, the minor's immediate family, law enforcement agencies, or any other appropriate governmental agency, solely identifying Mr. Towner and no other parties to this Settlement Agreement.

10. No representation has been made by any party to the other as encouragement or inducement for the execution of the Agreement, other than that which is expressly set forth in the Agreement. The Parties warrant and represent that they have been represented by competent counsel, that they have entered into the Agreement voluntarily, and that they have consulted

with counsel in connection with the negotiation and execution of the Agreement.

11. This Agreement shall be binding upon the Parties, and may not be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly-authorized representative of each of the Parties hereto.

12. The terms of this Agreement are contractual in nature and not a mere recital, and it shall take effect as a sealed documents. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement it shall not be necessary to produce more than one such counterpart.

13. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not to be a part of this Agreement.

14. Waiver of any provision of this Agreement, in whole or in part, in any one instance shall not constitute a waiver of any provision in the same instance, nor any waiver of

100

the same provision in another instance, but each provision shall continue in full force and effect with respect to any other then-existing or subsequent breach.

15. This Agreement contains and constitutes the entire understanding and agreement between the Parties hereto respecting their settlement and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith.

16. Any written notice required pursuant to this agreement shall be sent via certified mail, return receipt requested, to the following:

a. In the case of [REDACTED] to:

Roderick MacLeish, Jr., Esquire
Eckert Seamans Cherin & Mellott
One International Place
Boston, MA 02110

b. In the case of the Archdiocese, to:

Wilson D. Rogers, Jr. Esquire
Dunn and Rogers
One Union Street
Boston, MA 02108

c. In the case of Mr. Towner to:

Timothy P. O'Neill, Esquire
Hanify & King
One Federal Street
Boston, MA 02110-2007

IN WITNESS WHEREOF, all parties have set their hands
and seals to this Agreement as of the date written above.

[REDACTED]

Witnessed by:

[REDACTED]

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:

MR. ROBERT TOWNER
Individually

Witnessed by:

IN WITNESS WHEREOF, all parties have set their hands
and seals to this Agreement as of the date written above.



Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: *Ronald J. Reilly*

Witnessed by:

Maria A. Pepi

MR. ROBERT TOWNER
Individually

Witnessed by:

IN WITNESS WHEREOF, all parties have set their hands
and seals to this Agreement as of the date written above.

Witnessed by:

ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE

By: _____

Witnessed by:

Robert Towner
MR. ROBERT TOWNER
Individually

Witnessed by:

J. Victor Carrier

TO: FILE

FROM: Paul E. Brodeur, Inv.

RE: DIOCESE OF MANCHESTER
Complaints re: Priest

DATE: 19 February, 02 1153 hrs.

This date received call from: [REDACTED]

He is an Attorney, sole practitioner tel. [REDACTED]

[REDACTED] advised that in 1979 his mother was very devote to the church. The father was gone and the priest was close to the family and took him places. [REDACTED] believes it was OCT 1979. He was 15 years of age and Fr. ROBERT TOWNER of St. Joseph's Church, Quincy, MA took him to a cottage in NH. [REDACTED] believes it was in OCT because the water slides were closed but they did stop at a location he describes as an Alpine Slide because they used a sled type device to slide down the track. He is not certain of the location but believes it was either Laconia or Franconia, NH. He is speaking to others in an effort to determine the location.

[REDACTED] advised that as they were leaving TOWNER stopped at St. John's Church IN Quincy, MA and spoke with Fr. ROBERT GRAHAM. [REDACTED] advised that about 10 yrs. ago Fr. GRAHAM was transferred to St. Joseph's. Within the past two weeks GRAHAM has been removed from St. Joseph's because of allegations.

[REDACTED] advised they went to the slide park first and arrived at the cottage later. He does not recall any water but recalls walking up a few steps and entered into the kitchen. There was a short hallway to a bedroom and believes there was a second bedroom off the kitchen. That night he asked where he would be sleeping and TOWNER advised in the bedroom down the hall. [REDACTED] then asked where TOWNER would be sleeping and he advised the same bed. [REDACTED] asked why he could sleep in the other bedroom and TOWNER advised him the GRAHAM was expected later that night. [REDACTED] advised that GRAHAM never arrived that night.

[REDACTED] advised they went to bed and he wore blue sweat pants with the string tied in a bow. [REDACTED] advised that he fell asleep on the left side of the bed as you face the headboard. [REDACTED] advised that he felt a tucking at the sweatpants and determined later that it was the bow being undone. [REDACTED] advised that he then felt his private area being fondled. [REDACTED] advised that he was scared in that he was a small kid probably about 115 lbs. And TOWNER was 6'2" at 200- lbs. [REDACTED]

4
1 1 1 1 1

advised that after approximately 30 to 45 seconds he jumped out of bed and yelled at TOWNER "that's against the laws of God." TOWNER advised everything was okay and to return to bed. [REDACTED] proceeded to leave the bedroom and TOWNER did not attempt to stop him. [REDACTED] called his girl friend, now wife, [REDACTED] believes he only told her he was in some trouble. She put her mother [REDACTED] on the phone. Her mother advised [REDACTED] to take the keys to the car and get out of there. [REDACTED] advised that was not an option in that he didn't know how to drive and didn't know where he was located in NH. [REDACTED] advised that TOWNER came into the kitchen and asked whom he was speaking with and he responded no one. TOWNER returned to the bedroom.

[REDACTED] advised that he took a steak knife out of the kitchen drawer and sat up all night. The next morning TOWNER got up and [REDACTED] does not believe they had breakfast but merely got into the car and returned to MA without speaking two words to each other.

[REDACTED] then went to confession and told Fr. DOWNEY about what had taken place. DOWNEY responded "we shouldn't speak of such things."

[REDACTED] advised that he has heard that a Fr. GOVONI or GIOVONI has also taken children to the same cottage.

[REDACTED] advised that he knows some of his relatives and other boys that were friendly with the above priests. He is going to speak with them to determine if any were victims and/or if the location of the cottage is known.

[REDACTED] has heard that TOWNER and GRAHAM owned the cottage but not sure if it may have been a parishioner that allowed them to use it. He feels they owned the cottage because he felt that TOWNER was too comfortable at the location.

TO: FILE

FROM: Paul E. Brodeur, Inv.

RE: DIOCESE OF MANCHESTER
Complaints re: Priest

DATE: 27 February, 02 1204 hrs.

This date received call from: [REDACTED]

[REDACTED] was married and her name was [REDACTED]. She is reporting an incident that took place between Fr. ROBERT K. TOWNER and her son [REDACTED]. [REDACTED] is now in CALIF. with his father.

[REDACTED] advised that the relationship with TOWNER became as a friendship. He would take [REDACTED] shopping. Bought him items etc. TOWNER then asked [REDACTED] could go to NH with him, which he did. Upon return [REDACTED] asked [REDACTED] how everything went etc. [REDACTED] merely responded OK. She sensed that he was not completely forthcoming so pressed him. [REDACTED] made her promise not to reveal what he was about to say to anyone. She finally promised and [REDACTED] related the happenings.

[REDACTED] advised that her son, [REDACTED] was age 14 at the time (1983 or 1984) when TOWNER took her son to NH. There was another man present and TOWNER was rubbing his back. They all had drinks together. TOWNER then told [REDACTED] to roll over and he grabbed the genitals of [REDACTED]. [REDACTED] got up and ran into another room locking himself in. [REDACTED] is not convinced that this is the totality of the happenings but this all her son told her at the time.

TOWNER was removed shortly thereafter and she believes he was in the Lexington, MA area. [REDACTED] then decided he wanted to go to CA to be with his father.

[REDACTED] advised that later her son came back and they located a number for TOWNER. They taped the phone call and [REDACTED] called him and confronted him about the situation that had taken place. TOWNER denied the allegation and [REDACTED] confronted him. TOWNER responded "I'm out of the priesthood now and I am married."

[REDACTED] reported the incident to the Arch Diocese and they provided therapy sessions for her.

[REDACTED] advised that she is a Boston College graduate and she looked in the alumni directory and found that TOWNER was a BC graduate with a degree in Clinical Social Work. She checked with the NH Secretary of State and found that TOWNER had registered with them from 1990 to 1997. He has not filed since that time and she does not know where he is. [REDACTED] believes his last known location is in Laconia, NH area.

She inquired if she would be hearing from someone. Advised [REDACTED] that she should contact her son and determine whether he wants to come forward. It appears that [REDACTED] was able to defuse the issue prior to any aggravating circumstances and therefore there would be no need for further inquiry.

Checked DMV files and found a Robert TOWNER dob 08/19/43 at [REDACTED] with a license issued in 1998 and to expires in 2002. Also has [REDACTED] a 95 Ford Crown Vic 4 dr sdn color beige issued Jan 02 and to expire Aug 02.

Tel. information has number of [REDACTED] for Robert TOWNER of Laconia, NH.

