

This PUBLIC BILL originated in the LEGISLATIVE ASSEMBLY, and, having this day passed, is now ready for presentation to the LEGISLATIVE COUNCIL for its concurrence.

D. L. WHEELER,
for Clerk of the Legislative Assembly.

*Legislative Assembly Chamber,
Sydney, 29 March, 1977.*

New South Wales



ANNO VICESIMO SEXTO

ELIZABETHÆ II REGINÆ

Act No. , 1977.

An Act to incorporate the Fellowship of Congregational Churches (New South Wales); to make provision with respect to its powers, authorities, duties and functions; and to provide for the vesting of certain property in the Fellowship and for the construction of certain instruments.

BE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

BE it enacted by the Queen's Most Excellent Majesty, by
and with the advice and consent of the Legislative
Council and Legislative Assembly of New South Wales in
Parliament assembled, and by the authority of the same, as
5 follows :—

1. This Act may be cited as the "Fellowship of Short
Congregational Churches (New South Wales) Incorporation
Act, 1977". Short title.

2. (1) This section and section 1 shall commence on the
10 date of assent to this Act. Commence-
ment.

(2) Except as provided in subsection (1), this Act
shall commence on the day appointed and notified under
section 2 (2) of the Uniting Church in Australia Act, 1977.

3. In this Act, except in so far as the context or subject-
15 matter otherwise indicates or requires— Interpre-
tation.

"affiliated church" means a church affiliated with the
Fellowship;

"appointed day" means the day referred to in section
2 (2);

20 "Assembly" means the General Assembly, as referred to
in Schedule 2;

"Committee" means the committee of the Assembly, as
referred to in Schedule 2;

25 "Congregational Church" means the Fellowship, and
includes the affiliated churches, and any department,
society, auxiliary, activity, fund, service, institution,
or any interest of the Fellowship or of any affiliated
church;

"conveyance"

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“conveyance” includes transfer, assignment and assurance;

“Fellowship” means the Fellowship of Congregational Churches (New South Wales);

5 “meeting” means a meeting called as provided by clause 12 of Schedule 3 and conducted as provided by clauses 13 and 14 of that Schedule.

4. (1) There is hereby constituted a corporation, under the name of “Fellowship of Congregational Churches (New South Wales)”. Constitution of the Fellowship.

(2) The Fellowship consists of the members for the time being of affiliated churches, holding as their general tenets the doctrines set forth in Schedule 1.

(3) Without affecting the generality of section 38 of 15 the Interpretation Act, 1897, but subject to this Act, the Fellowship may—

(a) acquire, hold, deal with and dispose of property of any kind;

20 (b) mortgage, charge or otherwise encumber any of its property; or

(c) borrow money for the purposes of the Fellowship.

(4) Subject to this Act, the affairs of the Fellowship shall be managed by the Assembly.

25 (5) The constitution of the Fellowship shall be that set forth in Schedule 2, but the Fellowship may amend, alter, repeal or replace the constitution from time to time in accordance with the provisions made by the constitution in that regard.

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5. (1) The common seal of the Fellowship shall be kept as directed by the Committee. Common seal.

(2) A majority of the members of the Committee present at any meeting of the Committee may use or direct the use of the common seal.

6. Any land described in Schedule 5 or 6 that, immediately before the appointed day, was vested in The Congregational Union of New South Wales or any other person in trust for that Union is hereby divested from that Union or other person and is, to the extent that it was so vested immediately before that day, hereby vested (without conveyance) in the Fellowship and shall be held by the Fellowship in accordance with the provisions of this Act. Vesting of property in Fellowship on appointed day.

7. (1) This section does not apply to—
15 (a) any land described in Schedule 5, 6 or 7; or
(b) any land vested in The Uniting Church in Australia Property Trust (N.S.W.). Vesting of property in Fellowship after appointed day.

(2) Subject to this Act, any land vested in any person in trust for the Congregational Church is hereby divested from that person and is, to the extent that it was so vested, hereby vested (without conveyance) in the Fellowship and shall be held by the Fellowship in accordance with the provisions of this Act.

(3) The vesting mentioned in subsection (2) shall 25 not take effect without—

(a) the assent of the Assembly; and

(b)

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(b) where the land is vested in or held on trust for an existing affiliated church—the assent by resolution of a majority of members of that church present and voting at a duly convened meeting,

5 being assents given on or after the appointed day.

(4) A certificate under the hand of the ministerial or lay secretary for the time being of the Assembly shall be conclusive evidence of the assent referred to in subsection (3) (a).

10 **8.** (1) The Fellowship shall hold land described in Schedule 5 that is vested in it by section 6, and land that becomes vested in it pursuant to section 7, subject to the provisions of and upon the trusts of Schedule 3. Provisions affecting property of the Fellowship.

15 (2) The Fellowship shall hold property (other than land referred to in subsection (1)) in trust for the purposes of the Fellowship and upon any other trust affecting the property.

20 (3) Subject to subsection (2), the Fellowship shall hold property (other than land referred to in subsection (1)) in accordance with the directions and resolutions of the Assembly.

25 (4) All land which pursuant to section 6 or 7 becomes vested in the Fellowship is freed and discharged from all of the provisions and trusts of The Congregational Union Incorporation Act.

(5)

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(5) Except in relation to the trusts declared by The Congregational Union Incorporation Act, the vesting effected by section 6 or 7 shall be without prejudice to—

- (a) any special trust;
- 5 (b) any resulting trust;
- (c) any trust in favour of a donor; and
- (d) any reservation, mortgage, charge, encumbrance, lien or lease,

that, immediately before the vesting, affected the land vested.

10 (6) No attornment to the Fellowship by any lessees of land vested in it by section 6 or 7 shall be necessary.

(7) In this section, "special trust" means any trust other than a trust for the general purposes of the Fellowship.

15 9. (1) Subject to this Act, any land described in Schedule 7 that, immediately before the appointed day, was vested in The Congregational Union of New South Wales is hereby divested from that Union and is, to the extent that it was so vested immediately before that day, hereby vested
20 (without conveyance) in the persons specified in that Schedule opposite the description of the land.

Vesting of
land in
trustees
on
appointed
day.

(2) The land described in Schedule 7 shall be held by the persons in whom it is vested by subsection (1) as trustees.

25 (3) The trustees of any land described in Schedule 7 shall hold the land in trust for the Church specified in Schedule 7 opposite the description and upon any other trust affecting the land.

(4)

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(4) Subject to subsection (3), the trustees of any land described in Schedule 7 shall hold the land in accordance with the directions and resolutions of meetings of the Church specified in that Schedule opposite the description of the land.

5 (5) The land described in Schedule 7 is freed and discharged from the provisions and trusts of The Congregational Union Incorporation Act.

(6) The vesting effected by subsection (1) shall be without prejudice to any reservation, mortgage, charge, encumbrance, lien, or lease, that, immediately before the
10 appointed day, affected the land vested.

(7) It is hereby declared that the Trustee Act, 1925, applies to and in respect of the trustees referred to in this section.

15 **10.** (1) Where, with the consents for the time being and from time to time prescribed by the Assembly, an affiliated church has, at a duly convened meeting, resolved to enter
20 into a scheme of co-operation with, or involving, a church of another denomination or any congregation or activity of such a church, being a scheme that involves the use of property
vested in the Fellowship or in trustees under section 9, the Assembly may, while the scheme of co-operation continues
25 in force, permit that property to be used, managed and administered in connection with that scheme in such manner and upon such conditions as the Assembly determines or prescribes.

(2) The conditions that the Assembly may determine or prescribe under subsection (1) may include conditions with respect to the making of contributions of money for the
30 acquisition, construction, alteration, maintenance or repair of assets vested in or held on behalf of a co-operating church or congregation upon such terms as to the giving of security or charges upon property vested in the Fellowship or in the

trustees

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trustees for any such contributions from other denominations and otherwise as may be so determined or prescribed, and any such contributions by or on behalf of an affiliated church or towards assets of or held on behalf of an affiliated church
5 are, to the extent so determined at the time of the contributions, hereby so charged.

(3) Neither the Registrar-General nor any person dealing bona fide and for value with any property vested in the Fellowship or in the trustees shall be bound to inquire
10 whether any security or charge referred to in subsection (2) exists or be deemed to have notice thereof or be bound thereby by virtue only of this Act or the existence of any scheme of co-operation under this section and—

(a) a conveyance to such a person shall operate as a
15 discharge of any security or charge so referred to, in so far as the property conveyed would, but for this subsection, be subject thereto; and

(b) a mortgage or charge in favour of such a person shall have priority over any security or charge so
20 referred to that affects the property mortgaged or charged in favour of that person.

(4) The proceeds of the sale, mortgage or other dealing with property referred to in this section, and all money collected or held in respect of a scheme of co-operation may
25 be applied in such manner as the Assembly determines or prescribes.

(5) The minister or other person in charge of the religious services of a congregation that has entered into a scheme of co-operation may be of a denomination other than
30 that of the religious body known as Congregationalists or Independents and, if that minister or other person is of another denomination, he shall, so long as he is in charge of the religious services and so long as that scheme of co-operation is in force, have the rights of a minister that are specified in
35 clause 4 of Schedule 3.

(6)

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(6) Where an affiliated church has entered into a scheme of co-operation, the committee of management of that church may include members of any other congregation that is a party to the scheme of co-operation and those members
5 may be of a denomination other than that of the religious body known as Congregationalists or Independents.

(7) The provisions of subsections (1), (2), (3), (4), (5) and (6) shall apply to and in relation to all property at any time held on behalf of an affiliated church that has
10 entered into a scheme of co-operation except to the extent that the property is held subject to any express trust expressly forbidding its use or administration in any manner referred to in those subsections.

(8) Subsection (7) shall not apply to prevent the use
15 or administration of property in a manner referred to in subsections (1), (2), (4), (5) and (6) if the property is merely directed to be held on trust for worship according to the usages of the Congregational denomination commonly called Independents or the purposes of that denomination or
20 of the Fellowship.

11. Any deed, instrument, document, gift, will or other provision beneficially in favour of The Congregational Union of New South Wales coming into effect on or after the appointed day shall be read and construed as though any
25 reference therein to that Union were a reference to the Fellowship unless the context otherwise provides.

Con-
struction
of certain
instru-
ments.

12. Schedule 4 has effect.

Tran-
sitional
provisions.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 1.

Sec. 4.
Sch. 3.

1. The existence of one only God, Father, Son and Holy Spirit.
2. The Incarnation of the Divine Word as our Lord and Saviour Jesus Christ, Who lived, died and rose again, enabling man to enter
5 into full communion with God, redeeming him from sin and death, and making him an inheritor of Life Eternal.
3. Man's moral responsibility; the free invitation of the Gospel; man's ability to respond to the Gospel through the grace of God; and the influence and teaching of the Holy Spirit.
- 10 4. The Holy Scriptures as the record of God's revealed Will and Word, and as containing all truth needful to make us wise unto salvation.
5. The Church of Jesus Christ, "Which is His Body" to which belong all who acknowledge Him as Lord and Saviour; the divinely
15 appointed means for the preaching of the Word; the ministry of the Sacraments and the promotion of the Kingdom of God.
6. The right of every local Church to manage its own affairs.
7. The baptism of infants and of adult believers who were not baptised in infancy.
- 20 8. The open confession of discipleship in the observance of the Lord's Supper.

SCHEDULE 2.

Secs. 3, 4.

1. The General Assembly shall consist of Congregational ministers and members of affiliated churches.
- 25 2. Each of the affiliated churches shall be represented by its pastor and by delegates according to the following scale: 30 members or under, 2 delegates and an additional delegate for every 20 members above the first 30.

SCHEDULE

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SCHEDULE 2—continued.

3. Churches shall be affiliated with the Fellowship at any October meeting by vote of two-thirds of the Assembly, notice having been given in writing to one of the secretaries at least 7 days before the meeting by 2 pastors of affiliated churches.
4. The Assembly shall have the power of admitting by vote as personal members recognised Congregational ministers not having pastoral charge.
5. The Assembly shall meet once in every year in Sydney in the month of October. A second meeting of the Assembly may be held in the month of April if the Committee consider it necessary or if a requisition for the meeting signed by any 6 delegates and stating the object and place of the meeting be given in writing to the secretaries at least one month beforehand.
6. At each October meeting a chairman, treasurer, registrar and a ministerial and lay secretary shall be chosen. The chairman shall begin to hold office at the next October meeting.
7. At each October meeting the Assembly shall also choose from among themselves a committee consisting of 8 members (exclusive of the chairman, treasurer, registrar and secretaries who shall be members ex officio) which committee shall make all arrangements for the meetings of the Assembly, present an annual report and further attend to all matters referred to it by the Assembly.
8. All elections shall be by ballot after nomination. Nomination shall be made by any member of the Assembly and notified in writing to one of the secretaries at least 7 days before the day of election.
9. Each of the affiliated churches shall make an annual contribution to the funds of the Fellowship and each member of the Assembly shall give an annual subscription of not less than \$5.
10. The rules and constitution of the Fellowship shall not be subject to any alteration or addition except at the October meeting of the Assembly and after notice given at the previous October meeting.

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SCHEDULE 3.

Sec. 8.

1. Upon trust that the church being persons for the time being united together in fellowship forming a Christian church of the Congregational or Independent denomination and called church members shall be permitted to erect on the land a church building vestry schoolhouse parsonage offices and other buildings with all necessary appendages in such form and at such period or periods as they may think proper and direct.

2. Upon trust to permit the said premises to be used occupied and enjoyed as a place for the public worship of God according to the usages of the Congregational denomination commonly called Independents under the direction of the church for the time being assembling for worship therein and for the instruction of children and adults and for the promotion of such other religious or philanthropic purposes or for the residence of the pastor or other persons as the said church shall from time to time direct And under the direction of the said church to permit the said premises to be repaired altered enlarged taken down and wholly or partially rebuilt or any other buildings to be erected on the said ground so as to render the said premises better adapted for the accomplishment of the purposes aforesaid.

3. And upon trust to permit the persons appointed for that purpose by the said church to receive all moneys and subscriptions given or paid for the use of pews and sittings or otherwise contributed for the purposes aforesaid which moneys and subscriptions shall in the first place be applied in the discharge of all interest on borrowed moneys premiums for insurance against fire trustees' expenses and other claims properly payable thereout and the residue thereof shall be applied for the maintenance of Divine worship in the said premises and other the purposes of these presents as the said church shall from time to time direct.

4. And upon trust to permit such persons only to officiate in the said premises as stated pastors as shall be of the denomination aforesaid and shall hold the doctrines set forth in Schedule 1 and shall (except as to the present pastor) have been chosen by the said church And shall not permit to officiate in the said premises as a stated pastor any person who shall be guilty of immoral conduct or who shall cease to be of the denomination aforesaid or who shall cease to hold the said doctrines or who shall have been removed from his office by the said church.

SCHEDULE

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SCHEDULE 3—*continued.*

- 5 And upon trust to permit such occasional ministers or other persons to officiate in the said premises as the stated pastor shall appoint or if there be no pastor as the deacons or deacon thereof shall (unless the said church shall otherwise direct) appoint.
- 10 6. And upon trust to raise such sum or sums of money when and on such terms as shall be directed by the said church by deposit of the title deeds or by mortgage (with or without powers of or trusts for sale) of the said premises or any part thereof and to execute all proper assurances for that purpose.
- 15 7. And when and in such manner and on such terms and subject to such conditions as to title or otherwise as shall be directed by the said church absolutely to sell the said premises or any part thereof either together or in parcels by public auction or private contract or partly in each mode or to exchange the said premises or any part thereof for other premises and in the said respective cases to assure the same accordingly.
- 20 8. And upon trust to stand possessed of the money which from time to time shall be received on any sale mortgage or exchange made in pursuance of these presents upon trust after making provision for the payment of all charges upon the trust estate and of the expenses incurred by the Fellowship to invest lay out or dispose of the same in such manner and for such purposes for the benefit of the said church and in accordance with the tenor of these presents in the improvement of the trust property the enlargement repair or building of the trust premises and the purchase of other property or properties or any of them or otherwise as shall be directed by the said church.
- 30 9. And upon trust to demise the said trust estate or any part or parts thereof for such period at such rent and upon such terms and conditions as shall be directed by the said church and that the rent and other money arising therefrom shall be applicable in the manner prescribed in clause 3 with respect to the money therein mentioned and that the reversion of the trust estate shall be subject to all the powers of sale mortgage and exchange and the directions and trusts relating thereto as hereinbefore or hereinafter contained.
- 35 10. Provided always that a receipt under the seal of the Fellowship and signed by two members of the Committee for any mortgage sale exchange rent or other moneys payable in respect of the said trust premises or the receipt of the duly appointed agent of the

SCHEDULE

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SCHEDULE 3—*continued.*

5 Fellowship for rent so payable shall exonerate the persons taking the same from all liability to see to the application thereof and that it shall not be incumbent on any mortgagee purchaser or tenant of the said premises or any part thereof or on any person taking the same in exchange to inquire into the necessity or propriety of any such mortgage sale letting or exchange or its authorisation by these presents or into the due election of any new trustees or trustee hereunder.

10 11. Provided also that (in addition to and without prejudice to the power hereinbefore contained) in case the Fellowship shall pay any money for which they or any other person shall be liable in relation to the trusts in this Schedule contained and the same shall not be duly provided by the said church or otherwise than by the Fellowship it shall be lawful for the Fellowship without the consent or direction
15 of the said church or any member thereof after the expiration of six calendar months written notice from the secretary of the Assembly duly authorised in that behalf requiring payment of such money and stating the intention of the Fellowship in case of default to mortgage or sell the said premises as hereinafter mentioned given to the then
20 pastor for the time being of the said church if there shall be such pastor and to the deacon if there shall be one and only one or if there shall be more than one deacon to at least two deacons for the time being the said church or if there shall be no such deacon or deacons to at least two members of the committee or other body for the time
25 being if any appointed by the said church to act instead of deacons and also affixed to the doors of the said church building on three successive Sundays to mortgage or sell all or any part of the said trust premises when and in such manner in all respects as the Fellowship shall think proper and out of the proceeds thereof to pay
30 all expenses of and incident to such mortgage or sale and fully to reimburse and indemnify the Fellowship so liable and then to dispose of the net residue thereof (if any) in such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule 1) as are provided in
35 clause 3 And it is hereby declared that it shall not be incumbent on any mortgagee or purchaser whose title shall be founded on this clause to inquire into the necessity for or propriety of any such mortgage or sale or as to the fact of such notice having been given as aforesaid.

40 12. That every assembly or church meeting to be hereafter convened for direction or fulfilling any of the purposes aforesaid shall be called by a notice of the object of such meeting together with the day hour and place of holding such meeting which notice shall be

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SCHEDULE 3—*continued.*

signed by the pastor for the time being or in case of his neglect for fourteen days or absolute refusal after request in writing made by five members of the church or in case of there being no pastor then by the
5 same number of members and be posted on the door of the church building used for public worship on the hereditaments hereby vested or hereafter acquired on at least two successive Sundays immediately preceding the day on which such meeting shall be
10 appointed to take place and shall if practicable be read during some part of each of the public services held on the same two Sundays on the trust premises and that no direction shall be considered to have been given until such meeting shall have been called in the way prescribed and the majority of the church members present and voting at such meeting shall have passed a vote or votes in accordance
15 with the proposed object and presented a request in writing under the signature of the chairman of the meeting so held to the Fellowship.

13. That only the members present at any such meeting of the age of eighteen years and upwards shall be allowed to vote and that
20 or who shall not have been admitted as an occasional communicant or who shall not have been a member of the church and shall not have been so inscribed on the church books for the space of three calendar months immediately prior to such meeting shall be entitled to vote or take any part in any of the church matters aforesaid.

14. That the chairman of every such meeting as aforesaid shall be
25 the pastor of the church or in the case of his refusal absence or incapacity or of there being no pastor then a person chosen by the major part of the members present at the meeting and that the chairman of such meeting shall not have a deliberative vote but in case of an equality of votes on any question shall have a casting vote.

30 15. That the administration of the affairs of the said church shall not except as herein specifically directed be in any manner affected.

16. Provided also that if at the time of the execution of the conveyance of the land to or the vesting of land in the Fellowship or at any time thereafter there shall be no such church as aforesaid
35 formed or established in the district where such land is situate the Fellowship shall until such church be formed or established as aforesaid have power and authority to perform and do all things necessary for the carrying out of the trusts aforesaid as fully and effectually to all intents and purposes as if such church existed and
40 consented thereto or directed the same to be done and performed.

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SCHEDULE 3—*continued.*

17. Provided also that if no such church be formed within five years from the vesting of the land in the body corporate or if any church shall be dissolved or dispersed and not be again formed
5 within six calendar months next thereafter or if the stated public worship of God in the said premises shall be discontinued for two years together then and in either of the said cases upon trust to let sell or otherwise dispose of the said premises or any part thereof and
10 such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule 1) as shall be directed by the Fellowship.

SCHEDULE 4.

Sec. 12.

TRANSITIONAL PROVISIONS.

- 15 1. A church that—
(a) was affiliated with The Congregational Union of New South Wales immediately before the appointed day; and
(b) did not resolve to enter into union with the Methodist Church and Presbyterian Church (as respectively defined in
20 the Uniting Church in Australia Act, 1977) before the appointed day,
shall be deemed to be an affiliated church.
2. Clause 1 does not apply to the Hunters Hill Congregational Church.
- 25 3. The delegates last appointed to represent affiliated churches (within the meaning of this Act) for the General Assembly of The Congregational Union of New South Wales before the appointed day shall be deemed to be delegates representing those churches for the first General Assembly of the Fellowship.
- 30 4. Any 5 members of the Assembly may convene a meeting of the Assembly to be held within 3 months after the appointed day, but nothing in this clause affects clause 5 of Schedule 2.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 4—*continued.*

5. The Assembly may, at the meeting referred to in clause 4—
- (a) appoint a chairman, treasurer, registrar and a ministerial and lay secretary;
 - 5 (b) appoint a committee from among themselves consisting of 8 members (exclusive of the persons appointed under paragraph (a), who shall be members ex officio); and
 - (c) perform such other functions as appear to the Assembly to be necessary or convenient, as if the meeting were the
10 October meeting of the Assembly.
6. The chairman appointed under clause 5 shall hold office as from his appointment, and shall continue to hold office until a chairman begins to hold office under clause 6 of Schedule 2.
7. The persons appointed under clause 5 (a) and the committee
15 appointed under clause 5 (b) shall be deemed to be holding office as such in accordance with Schedule 2.

SCHEDULE 5.

Secs. 6, 8.

LAND VESTED IN THE FELLOWSHIP BY SECTION 6.

Congregation.	Particulars of Title.
20 Bexley.	All that land in Lot 11 in Deposited Plan No. 520670 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 10389 Folio 14.
25 Bourke Street.	All that land in Parts of Block 8 of that part of the Riley Estate known as the Surry Hills Estate Parish of Alexandria County of Cumberland and being the whole of the land described in Conveyance Registered Book 629 No. 104.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Brighton-le-Sands.	All that land in Lot 4, Section D, in Deposited Plan No. 6718 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3076 Folio 124.
10 Como.	All that land in Lot 44 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3237 Folio 158.
15	All that land in Lot 45 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3220 Folio 17.
20	All that land in Lot 46 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3496 Folio 60.
20 Fairy Meadow.	All that land in Lot 13 in Deposited Plan No. 24459 Parish of Wonona County of Camden and being the whole of the land in Certificate of Title Volume 6745 Folio 107.
25 Gresford.	All that land in the Parish of Gresford County of Durham and being the whole of the land described in Conveyance Registered Book 760 No. 685.
30	All that land in the Parish of Gresford County of Durham and being the whole of the land described in Conveyance Registered Book 2023 No. 979.
35 Jannali.	All that land in Lot 9, Section D in Deposited Plan No. 2092 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5682 Folio 92.
	All that land in Lot 10, Section D in Deposited Plan No. 2092 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 4150 Folio 12.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Jannali— <i>continued.</i>	All that land in part of Lot 12, Section E in Deposited Plan No. 10381 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5057 Folio 182.
10 Kogarah Bay.	All that land in Lot 15, Section 2 in Deposited Plan No. 1963 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3853 Folio 23.
15	All that land in Lot 16, Section 2 in Deposited Plan No. 1963 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3853 Folio 24.
20 Kurri Kurri.	All that land in Allotments 19 and 20, Section 29 in the Parish of Heddon County of Northumberland and being the whole of the land in Crown Grant Volume 1575 Folio 241.
25 Leichhardt.	All that land in Lots 4 and 5, Section 8 in Deposited Plan No. 328 Parish of Petersham County of Cumberland and being the whole of the land in Certificate of Title Volume 330 Folio 219.
30 Manly.	All that land in Lot 6, Section 8 in Deposited Plan No. 328 Parish of Petersham County of Cumberland and being the whole of the land in Certificate of Title Volume 503 Folio 60.
35	All that land in Lot 2 in Deposited Plan No. 570336 Parish of Manly Cove County of Cumberland and being part of the land described in Conveyance Registered Book 612 No. 737.
35	All that land in Lot 95, in Deposited Plan No. 1729 Parish of Manly Cove County of Cumberland and being the whole of the land in Certificate of Title Volume 3448 Folio 87.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5	Milperra. All that land in Lot 55 in Deposited Plan No. 230101 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 10646 Folio 155.
10	Miranda. All that land in Lot 21 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 2842 Folio 24.
15	All that land in Lot 22 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 2865 Folio 106.
20	All that land in Lot 23 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3752 Folio 142.
25	Miranda West. All that land in Lot 65 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5471 Folio 80.
30	Padstow. All that land in Lot 17 in Deposited Plan No. 30172 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 8117 Folio 187.
35	All that land in Lots 6 and 8 in Deposited Plan No. 16709 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 5371 Folio 27.
35	All that land in Lot 7 in Deposited Plan No. 16709 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 5550 Folio 42.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Panania.	All that land in Lot 38 in Deposited Plan No. 11520 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4497 Folio 107.
10 Picnic Point.	All that land in Lot 7 in Deposited Plan No. 17218 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4971 Folio 250.
15 Revesby.	All that land in Lots 43 and 44, Section 10 in Deposited Plan No. 2343 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4287 Folio 182.
20 Salisbury.	All that land being part of Portion 28 in Parish of Underbank County of Durham and being the whole of the land in Certificate of Title Volume 6244 Folio 235.
25 Towradgi.	All that land in Lot 11 on Registered Plan No. 1075 Parish of Wonona County of Camden and being the whole of the land described in Conveyance Registered Book 2097 No. 963.
30 Waterloo.	All that right title and interest of The Congregational Union of New South Wales in all that land situated in the Parish of Alexandria County of Cumberland as more particularly described in Assignment of Lease Registered Book 273 No. 61.
35 West Cessnock.	All that land in Lot 2 in Deposited Plan No. 505697 Parish of Pokolbin County of Northumberland and being the whole of the land in Certificate of Title Volume 9551 Folio 129.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Willoughby.	All that land in Lots 40 and 41, Section 1 in a Subdivision of land of David Etherington Parish of Willoughby County of Cumberland and being the whole of the land described in Conveyance Registered Book 569 No. 159.
10 Wollongong.	All that land in part of allotment 4 Section 2 of Charles Throsby Smith's Grant Parish of Wollongong County of Camden and being the whole of the land described in Conveyance Registered Book 3209 No. 626.
15	All that land in Lot 8 in Deposited Plan No. 12417 Parish of Wollongong County of Camden and being the whole of the land in Certificate of Title Volume 4903 Folio 183.

SCHEDULE 6.

Sec. 6.

ADDITIONAL LAND VESTED IN THE FELLOWSHIP BY SECTION 6.

20 Location of Property.	Particulars of Title.
On Hazelbrook Creek and known as "Camp Fletcher".	All that land in Portion 89, Parish of Woodford County of Cook and being the whole of the land in Crown Grant Volume 1284 Folio 71.
25 At Summer Hill.	All that land in part of Lot 5 of the Canterbury Estate Parish of Petersham County of Cumberland and being the whole of the land described in Conveyance Registered Book 1238 No. 889.

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SCHEDULE 7.

Sec. 9.

LAND VESTED IN TRUSTEES BY SECTION 9.

Congregation.	Particulars of Title.	Trustees.
5 Denistone Congregational Church.	All that land in Lot 1 in Deposited Plan No. 212770 Parish of Hunters Hill County of Cumberland being the whole of the land in Certificate of Title Volume 9232, Folio 27.	Leslie George Bennett, Ruby Flora Evelan Lander, and Douglas Norman Cavanagh.
10 15 Engadine Congregational Church.	All that land in Lot 2 in Deposited Plan No. 212770 Parish of Hunters Hill County of Cumberland being the whole of the land in Certificate of Title Volume 9232, Folio 28.	
20	All that land in Lot 14, Section A in Deposited Plan No. 10933 Parish of Heathcote County of Cumberland being the whole of the land in Certificate of Title Volume 4192 Folio 32.	Colin George Jones, Garry Charles Martin, Brian Francis Shortman, and Lesley George Wallace.

BY AUTHORITY

D. WEST, GOVERNMENT PRINTER, NEW SOUTH WALES—1977
[24c]

Fellowship of Congregational Churches (New South Wales) Inc. v. Commonwealth

Sec. 8.

LAND VESTED IN PARISHES BY SECTION 20

Congregation	Particulars of the Land
2. Congregational Church of Australia	All land in lot 1 of the Parish of St. Andrew, County of Cumberland, being the whole of the land in Certificate of Title Volume 972, Folio 28.
10. Congregational Church of Australia	All land in lot 1 of the Parish of St. Andrew, County of Cumberland, being the whole of the land in Certificate of Title Volume 972, Folio 28.
13. Congregational Church of Australia	All land in lot 1 of the Parish of St. Andrew, County of Cumberland, being the whole of the land in Certificate of Title Volume 972, Folio 28.
20. Congregational Church of Australia	All land in lot 1 of the Parish of St. Andrew, County of Cumberland, being the whole of the land in Certificate of Title Volume 972, Folio 28.

BY ATTORNEY

IN WEDNESDAY, THE 27th DAY OF NOVEMBER 1971

[Signature]

Witness my hand and seal this 27th day of November 1971.

SECRETARY

Le

1977

Fellowship of Congregational Churches (New South Wales)

Bill introduced by the Hon. Mr. F. J. Walker, Minister for Education, in the Legislative Assembly of New South Wales

Fellowship of Congregational Churches (New South Wales)

No. , 1977.

01

A BILL

To incorporate the Fellowship of Congregational Churches (New South Wales); to make provision with respect to its powers, authorities, duties and functions; and to provide for the vesting of certain property in the Fellowship and for the construction of certain instruments.

[Mr F. J. WALKER—23 March, 1977.]

BE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

BE it enacted by the Queen's Most Excellent Majesty, by
and with the advice and consent of the Legislative
Council and Legislative Assembly of New South Wales in
Parliament assembled, and by the authority of the same, as
5 follows :—

1. This Act may be cited as the "Fellowship of Short
Congregational Churches (New South Wales) Incorporation
Act, 1977". Short
title.

2. (1) This section and section 1 shall commence on the Commence-
ment.
10 date of assent to this Act.

(2) Except as provided in subsection (1), this Act
shall commence on the day appointed and notified under
section 2 (2) of the Uniting Church in Australia Act, 1977.

3. In this Act, except in so far as the context or subject-
15 matter otherwise indicates or requires— Interpre-
tation.

"affiliated church" means a church affiliated with the
Fellowship;

"appointed day" means the day referred to in section
2 (2);

20 "Assembly" means the General Assembly, as referred to
in Schedule 2;

"Committee" means the committee of the Assembly, as
referred to in Schedule 2;

25 "Congregational Church" means the Fellowship, and
includes the affiliated churches, and any department,
society, auxiliary, activity, fund, service, institution,
or any interest of the Fellowship or of any affiliated
church;

"conveyance"

*Fellowship of Congregational Churches (New South Wales)
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“conveyance” includes transfer, assignment and assurance;

“Fellowship” means the Fellowship of Congregational Churches (New South Wales);

5 “meeting” means a meeting called as provided by clause 12 of Schedule 3 and conducted as provided by clauses 13 and 14 of that Schedule.

4. (1) There is hereby constituted a corporation, under the name of “Fellowship of Congregational Churches (New South Wales)”. Constitution of the Fellowship.

(2) The Fellowship consists of the members for the time being of affiliated churches, holding as their general tenets the doctrines set forth in Schedule 1.

(3) Without affecting the generality of section 38 of 15 the Interpretation Act, 1897, but subject to this Act, the Fellowship may—

(a) acquire, hold, deal with and dispose of property of any kind;

20 (b) mortgage, charge or otherwise encumber any of its property; or

(c) borrow money for the purposes of the Fellowship.

(4) Subject to this Act, the affairs of the Fellowship shall be managed by the Assembly.

25 (5) The constitution of the Fellowship shall be that set forth in Schedule 2, but the Fellowship may amend, alter, repeal or replace the constitution from time to time in accordance with the provisions made by the constitution in that regard.

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Incorporation.*

5. (1) The common seal of the Fellowship shall be kept as directed by the Committee. Common seal.

(2) A majority of the members of the Committee present at any meeting of the Committee may use or direct the use of the common seal.

6. Any land described in Schedule 5 or 6 that, immediately before the appointed day, was vested in The Congregational Union of New South Wales or any other person in trust for that Union is hereby divested from that Union or other person and is, to the extent that it was so vested immediately before that day, hereby vested (without conveyance) in the Fellowship and shall be held by the Fellowship in accordance with the provisions of this Act. Vesting of property in Fellowship on appointed day.

7. (1) This section does not apply to—
15 (a) any land described in Schedule 5, 6 or 7; or
(b) any land vested in The Uniting Church in Australia Property Trust (N.S.W.). Vesting of property in Fellowship after appointed day.

(2) Subject to this Act, any land vested in any person in trust for the Congregational Church is hereby divested from that person and is, to the extent that it was so vested, hereby vested (without conveyance) in the Fellowship and shall be held by the Fellowship in accordance with the provisions of this Act.

(3) The vesting mentioned in subsection (2) shall not take effect without—

(a) the assent of the Assembly; and

(b)

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(b) where the land is vested in or held on trust for an existing affiliated church—the assent by resolution of a majority of members of that church present and voting at a duly convened meeting,

5 being assents given on or after the appointed day.

(4) A certificate under the hand of the ministerial or lay secretary for the time being of the Assembly shall be conclusive evidence of the assent referred to in subsection (3) (a).

10 **8.** (1) The Fellowship shall hold land described in Schedule 5 that is vested in it by section 6, and land that becomes vested in it pursuant to section 7, subject to the provisions of and upon the trusts of Schedule 3. Provisions affecting property of the Fellowship.

15 (2) The Fellowship shall hold property (other than land referred to in subsection (1)) in trust for the purposes of the Fellowship and upon any other trust affecting the property.

20 (3) Subject to subsection (2), the Fellowship shall hold property (other than land referred to in subsection (1)) in accordance with the directions and resolutions of the Assembly.

(4) All land which pursuant to section 6 or 7 becomes vested in the Fellowship is freed and discharged from all of the provisions and trusts of The Congregational Union
25 Incorporation Act.

(5)

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(5) Except in relation to the trusts declared by The Congregational Union Incorporation Act, the vesting effected by section 6 or 7 shall be without prejudice to—

- (a) any special trust;
- 5 (b) any resulting trust;
- (c) any trust in favour of a donor; and
- (d) any reservation, mortgage, charge, encumbrance, lien or lease,

that, immediately before the vesting, affected the land vested.

10 (6) No attornment to the Fellowship by any lessees of land vested in it by section 6 or 7 shall be necessary.

(7) In this section, "special trust" means any trust other than a trust for the general purposes of the Fellowship.

15 9. (1) Subject to this Act, any land described in Schedule 7 that, immediately before the appointed day, was vested in The Congregational Union of New South Wales is hereby divested from that Union and is, to the extent that it was so vested immediately before that day, hereby vested
20 (without conveyance) in the persons specified in that Schedule opposite the description of the land.

Vesting of
land in
trustees
on
appointed
day.

(2) The land described in Schedule 7 shall be held by the persons in whom it is vested by subsection (1) as trustees.

(3) The trustees of any land described in Schedule 7
25 shall hold the land in trust for the Church specified in Schedule 7 opposite the description and upon any other trust affecting the land.

(4)

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(4) Subject to subsection (3), the trustees of any land described in Schedule 7 shall hold the land in accordance with the directions and resolutions of meetings of the Church specified in that Schedule opposite the description of the land.

5 (5) The land described in Schedule 7 is freed and discharged from the provisions and trusts of The Congregational Union Incorporation Act.

(6) The vesting effected by subsection (1) shall be without prejudice to any reservation, mortgage, charge, en-
10 cumberance, lien, or lease, that, immediately before the appointed day, affected the land vested.

(7) It is hereby declared that the Trustee Act, 1925, applies to and in respect of the trustees referred to in this section.

15 **10.** (1) Where, with the consents for the time being and from time to time prescribed by the Assembly, an affiliated church has, at a duly convened meeting, resolved to enter
20 into a scheme of co-operation with, or involving, a church of another denomination or any congregation or activity of such a church, being a scheme that involves the use of property
25 and upon such conditions as the Assembly determines or prescribes.

(2) The conditions that the Assembly may determine or prescribe under subsection (1) may include conditions with respect to the making of contributions of money for the
30 acquisition, construction, alteration, maintenance or repair of assets vested in or held on behalf of a co-operating church or congregation upon such terms as to the giving of security or charges upon property vested in the Fellowship or in the
trustees

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trustees for any such contributions from other denominations
and otherwise as may be so determined or prescribed, and
any such contributions by or on behalf of an affiliated church
or towards assets of or held on behalf of an affiliated church
5 are, to the extent so determined at the time of the
contributions, hereby so charged.

(3) Neither the Registrar-General nor any person
dealing bona fide and for value with any property vested in
the Fellowship or in the trustees shall be bound to inquire
10 whether any security or charge referred to in subsection (2)
exists or be deemed to have notice thereof or be bound thereby
by virtue only of this Act or the existence of any scheme of
co-operation under this section and—

(a) a conveyance to such a person shall operate as a
15 discharge of any security or charge so referred to,
in so far as the property conveyed would, but for
this subsection, be subject thereto; and

(b) a mortgage or charge in favour of such a person
20 shall have priority over any security or charge so
referred to that affects the property mortgaged or
charged in favour of that person.

(4) The proceeds of the sale, mortgage or other
dealing with property referred to in this section, and all money
collected or held in respect of a scheme of co-operation may
25 be applied in such manner as the Assembly determines or
prescribes.

(5) The minister or other person in charge of the
religious services of a congregation that has entered into a
scheme of co-operation may be of a denomination other than
30 that of the religious body known as Congregationalists or
Independents and, if that minister or other person is of another
denomination, he shall, so long as he is in charge of the
religious services and so long as that scheme of co-operation
is in force, have the rights of a minister that are specified in
35 clause 4 of Schedule 3.

(6)

*Fellowship of Congregational Churches (New South Wales)
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(6) Where an affiliated church has entered into a scheme of co-operation, the committee of management of that church may include members of any other congregation that is a party to the scheme of co-operation and those members
5 may be of a denomination other than that of the religious body known as Congregationalists or Independents.

(7) The provisions of subsections (1), (2), (3), (4), (5) and (6) shall apply to and in relation to all property at any time held on behalf of an affiliated church that has
10 entered into a scheme of co-operation except to the extent that the property is held subject to any express trust expressly forbidding its use or administration in any manner referred to in those subsections.

(8) Subsection (7) shall not apply to prevent the use
15 or administration of property in a manner referred to in subsections (1), (2), (4), (5) and (6) if the property is merely directed to be held on trust for worship according to the usages of the Congregational denomination commonly called Independents or the purposes of that denomination or
20 of the Fellowship.

11. Any deed, instrument, document, gift, will or other provision beneficially in favour of The Congregational Union of New South Wales coming into effect on or after the appointed day shall be read and construed as though any
25 reference therein to that Union were a reference to the Fellowship unless the context otherwise provides.

Con-
struction
of certain
instru-
ments.

12. Schedule 4 has effect.

Tran-
sitional
provisions.

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 1.

Sec. 4.
Sch. 3.

1. The existence of one only God, Father, Son and Holy Spirit.
2. The Incarnation of the Divine Word as our Lord and Saviour Jesus Christ, Who lived, died and rose again, enabling man to enter
5 into full communion with God, redeeming him from sin and death, and making him an inheritor of Life Eternal.
3. Man's moral responsibility; the free invitation of the Gospel; man's ability to respond to the Gospel through the grace of God; and the influence and teaching of the Holy Spirit.
- 10 4. The Holy Scriptures as the record of God's revealed Will and Word, and as containing all truth needful to make us wise unto salvation.
5. The Church of Jesus Christ, "Which is His Body" to which
15 belong all who acknowledge Him as Lord and Saviour; the divinely appointed means for the preaching of the Word; the ministry of the Sacraments and the promotion of the Kingdom of God.
6. The right of every local Church to manage its own affairs.
7. The baptism of infants and of adult believers who were not baptised in infancy.
- 20 8. The open confession of discipleship in the observance of the Lord's Supper.

SCHEDULE 2.

Secs. 3, 4.

1. The General Assembly shall consist of Congregational ministers and members of affiliated churches.
- 25 2. Each of the affiliated churches shall be represented by its pastor and by delegates according to the following scale: 30 members or under, 2 delegates and an additional delegate for every 20 members above the first 30.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 2—*continued.*

3. Churches shall be affiliated with the Fellowship at any October meeting by vote of two-thirds of the Assembly, notice having been given in writing to one of the secretaries at least 7 days before the meeting by 2 pastors of affiliated churches.
4. The Assembly shall have the power of admitting by vote as personal members recognised Congregational ministers not having pastoral charge.
5. The Assembly shall meet once in every year in Sydney in the month of October. A second meeting of the Assembly may be held in the month of April if the Committee consider it necessary or if a requisition for the meeting signed by any 6 delegates and stating the object and place of the meeting be given in writing to the secretaries at least one month beforehand.
6. At each October meeting a chairman, treasurer, registrar and a ministerial and lay secretary shall be chosen. The chairman shall begin to hold office at the next October meeting.
7. At each October meeting the Assembly shall also choose from among themselves a committee consisting of 8 members (exclusive of the chairman, treasurer, registrar and secretaries who shall be members ex officio) which committee shall make all arrangements for the meetings of the Assembly, present an annual report and further attend to all matters referred to it by the Assembly.
8. All elections shall be by ballot after nomination. Nomination shall be made by any member of the Assembly and notified in writing to one of the secretaries at least 7 days before the day of election.
9. Each of the affiliated churches shall make an annual contribution to the funds of the Fellowship and each member of the Assembly shall give an annual subscription of not less than \$5.
10. The rules and constitution of the Fellowship shall not be subject to any alteration or addition except at the October meeting of the Assembly and after notice given at the previous October meeting.

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SCHEDULE 3.

Sec. 8.

1. Upon trust that the church being persons for the time being united together in fellowship forming a Christian church of the Congregational or Independent denomination and called church members shall be permitted to erect on the land a church building vestry schoolhouse parsonage offices and other buildings with all necessary appendages in such form and at such period or periods as they may think proper and direct.
2. Upon trust to permit the said premises to be used occupied and enjoyed as a place for the public worship of God according to the usages of the Congregational denomination commonly called Independents under the direction of the church for the time being assembling for worship therein and for the instruction of children and adults and for the promotion of such other religious or philanthropic purposes or for the residence of the pastor or other persons as the said church shall from time to time direct And under the direction of the said church to permit the said premises to be repaired altered enlarged taken down and wholly or partially rebuilt or any other buildings to be erected on the said ground so as to render the said premises better adapted for the accomplishment of the purposes aforesaid.
3. And upon trust to permit the persons appointed for that purpose by the said church to receive all moneys and subscriptions given or paid for the use of pews and sittings or otherwise contributed for the purposes aforesaid which moneys and subscriptions shall in the first place be applied in the discharge of all interest on borrowed moneys premiums for insurance against fire trustees' expenses and other claims properly payable thereout and the residue thereof shall be applied for the maintenance of Divine worship in the said premises and other the purposes of these presents as the said church shall from time to time direct.
4. And upon trust to permit such persons only to officiate in the said premises as stated pastors as shall be of the denomination aforesaid and shall hold the doctrines set forth in Schedule 1 and shall (except as to the present pastor) have been chosen by the said church And shall not permit to officiate in the said premises as a stated pastor any person who shall be guilty of immoral conduct or who shall cease to be of the denomination aforesaid or who shall cease to hold the said doctrines or who shall have been removed from his office by the said church.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 3—*continued.*

5 5. And upon trust to permit such occasional ministers or other persons to officiate in the said premises as the stated pastor shall appoint or if there be no pastor as the deacons or deacon thereof shall (unless the said church shall otherwise direct) appoint.

10 6. And upon trust to raise such sum or sums of money when and on such terms as shall be directed by the said church by deposit of the title deeds or by mortgage (with or without powers of or trusts for sale) of the said premises or any part thereof and to execute all proper assurances for that purpose.

15 7. And when and in such manner and on such terms and subject to such conditions as to title or otherwise as shall be directed by the said church absolutely to sell the said premises or any part thereof either together or in parcels by public auction or private contract or partly in each mode or to exchange the said premises or any part thereof for other premises and in the said respective cases to assure the same accordingly.

20 8. And upon trust to stand possessed of the money which from time to time shall be received on any sale mortgage or exchange made in pursuance of these presents upon trust after making provision for the payment of all charges upon the trust estate and of the expenses incurred by the Fellowship to invest lay out or dispose of the same in such manner and for such purposes for the benefit of the said church and in accordance with the tenor of these presents in the improvement of the trust property the enlargement repair or building of the trust premises and the purchase of other property or properties or any of them or otherwise as shall be directed by the said church.

30 9. And upon trust to demise the said trust estate or any part or parts thereof for such period at such rent and upon such terms and conditions as shall be directed by the said church and that the rent and other money arising therefrom shall be applicable in the manner prescribed in clause 3 with respect to the money therein mentioned and that the reversion of the trust estate shall be subject to all the powers of sale mortgage and exchange and the directions and trusts relating thereto as hereinbefore or hereinafter contained.

40 10. Provided always that a receipt under the seal of the Fellowship and signed by two members of the Committee for any mortgage sale exchange rent or other moneys payable in respect of the said trust premises or the receipt of the duly appointed agent of the

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 3—*continued.*

- 5 Fellowship for rent so payable shall exonerate the persons taking the same from all liability to see to the application thereof and that it shall not be incumbent on any mortgagee purchaser or tenant of the said premises or any part thereof or on any person taking the same in exchange to inquire into the necessity or propriety of any such mortgage sale letting or exchange or its authorisation by these presents or into the due election of any new trustees or trustee hereunder.
- 10 11. Provided also that (in addition to and without prejudice to the power hereinbefore contained) in case the Fellowship shall pay any money for which they or any other person shall be liable in relation to the trusts in this Schedule contained and the same shall not be duly provided by the said church or otherwise than by the Fellowship it shall be lawful for the Fellowship without the consent or direction
- 15 of the said church or any member thereof after the expiration of six calendar months written notice from the secretary of the Assembly duly authorised in that behalf requiring payment of such money and stating the intention of the Fellowship in case of default to mortgage or sell the said premises as hereinafter mentioned given to the then
- 20 pastor for the time being of the said church if there shall be such pastor and to the deacon if there shall be one and only one or if there shall be more than one deacon to at least two deacons for the time being the said church or if there shall be no such deacon or deacons to at least two members of the committee or other body for the time
- 25 being if any appointed by the said church to act instead of deacons and also affixed to the doors of the said church building on three successive Sundays to mortgage or sell all or any part of the said trust premises when and in such manner in all respects as the Fellowship shall think proper and out of the proceeds thereof to pay
- 30 all expenses of and incident to such mortgage or sale and fully to reimburse and indemnify the Fellowship so liable and then to dispose of the net residue thereof (if any) in such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule 1) as are provided in
- 35 clause 3 And it is hereby declared that it shall not be incumbent on any mortgagee or purchaser whose title shall be founded on this clause to inquire into the necessity for or propriety of any such mortgage or sale or as to the fact of such notice having been given as aforesaid.
- 40 12. That every assembly or church meeting to be hereafter convened for direction or fulfilling any of the purposes aforesaid shall be called by a notice of the object of such meeting together with the day hour and place of holding such meeting which notice shall be

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 3—*continued.*

signed by the pastor for the time being or in case of his neglect for fourteen days or absolute refusal after request in writing made by five members of the church or in case of there being no pastor then by five
5 same number of members and be posted on the door of the church building used for public worship on the hereditaments hereby vested or hereafter acquired on at least two successive Sundays immediately preceding the day on which such meeting shall be
10 appointed to take place and shall if practicable be read during some part of each of the public services held on the same two Sundays on the trust premises and that no direction shall be considered to have been given until such meeting shall have been called in the way prescribed and the majority of the church members present and
15 voting at such meeting shall have passed a vote or votes in accordance with the proposed object and presented a request in writing under the signature of the chairman of the meeting so held to the Fellowship.

13. That only the members present at any such meeting of the age of eighteen years and upwards shall be allowed to vote and that no person who shall have been admitted as an occasional communicant
20 or who shall not have been a member of the church and shall not have been so inscribed on the church books for the space of three calendar months immediately prior to such meeting shall be entitled to vote or take any part in any of the church matters aforesaid.

14. That the chairman of every such meeting as aforesaid shall be
25 the pastor of the church or in the case of his refusal absence or incapacity or of there being no pastor then a person chosen by the major part of the members present at the meeting and that the chairman of such meeting shall not have a deliberative vote but in case of an equality of votes on any question shall have a casting vote.

30 15. That the administration of the affairs of the said church shall not except as herein specifically directed be in any manner affected.

16. Provided also that if at the time of the execution of the conveyance of the land to or the vesting of land in the Fellowship or at any time thereafter there shall be no such church as aforesaid
35 formed or established in the district where such land is situate the Fellowship shall until such church be formed or established as aforesaid have power and authority to perform and do all things necessary for the carrying out of the trusts aforesaid as fully and effectually to all intents and purposes as if such church existed and
40 consented thereto or directed the same to be done and performed.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 3—*continued.*

17. Provided also that if no such church be formed within five years from the vesting of the land in the body corporate or if any church shall be dissolved or dispersed and not be again formed
- 5 within six calendar months next thereafter or if the stated public worship of God in the said premises shall be discontinued for two years together then and in either of the said cases upon trust to let sell or otherwise dispose of the said premises or any part thereof and to deal with the net moneys received for or in respect of the same in
- 10 such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule 1) as shall be directed by the Fellowship.

SCHEDULE 4.

Sec. 12.

TRANSITIONAL PROVISIONS.

- 15 1. A church that—

(a) was affiliated with The Congregational Union of New South Wales immediately before the appointed day; and

- (b) did not resolve to enter into union with the Methodist Church and Presbyterian Church (as respectively defined in
- 20 the Uniting Church in Australia Act, 1977) before the appointed day,

shall be deemed to be an affiliated church.

2. Clause 1 does not apply to the Hunters Hill Congregational Church.

- 25 3. The delegates last appointed to represent affiliated churches (within the meaning of this Act) for the General Assembly of The Congregational Union of New South Wales before the appointed day shall be deemed to be delegates representing those churches for the first General Assembly of the Fellowship.

- 30 4. Any 5 members of the Assembly may convene a meeting of the Assembly to be held within 3 months after the appointed day, but nothing in this clause affects clause 5 of Schedule 2.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 4—*continued.*

5. The Assembly may, at the meeting referred to in clause 4—
- (a) appoint a chairman, treasurer, registrar and a ministerial and lay secretary;
 - 5 (b) appoint a committee from among themselves consisting of 8 members (exclusive of the persons appointed under paragraph (a), who shall be members *ex officio*); and
 - 10 (c) perform such other functions as appear to the Assembly to be necessary or convenient, as if the meeting were the October meeting of the Assembly.
6. The chairman appointed under clause 5 shall hold office as from his appointment, and shall continue to hold office until a chairman begins to hold office under clause 6 of Schedule 2.
7. The persons appointed under clause 5 (a) and the committee 15 appointed under clause 5 (b) shall be deemed to be holding office as such in accordance with Schedule 2.

SCHEDULE 5.

Secs. 6, 8.

LAND VESTED IN THE FELLOWSHIP BY SECTION 6.

Congregation.	Particulars of Title.
20 Bexley.	All that land in Lot 11 in Deposited Plan No. 520670 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 10389 Folio 14.
25 Bourke Street.	All that land in Parts of Block 8 of that part of the Riley Estate known as the Surry Hills Estate Parish of Alexandria County of Cumberland and being the whole of the land described in Conveyance Registered Book 629 No. 104.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 10 15 20	<p>Brighton-le-Sands. All that land in Lot 4, Section D, in Deposited Plan No. 6718 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3076 Folio 124.</p> <p>Como. All that land in Lot 44 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3237 Folio 158.</p> <p>All that land in Lot 45 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3220 Folio 17.</p> <p>All that land in Lot 46 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3496 Folio 60.</p> <p>Fairy Meadow. All that land in Lot 13 in Deposited Plan No. 24459 Parish of Wonona County of Camden and being the whole of the land in Certificate of Title Volume 6745 Folio 107.</p>
25 30	<p>Gresford. All that land in the Parish of Gresford County of Durham and being the whole of the land described in Conveyance Registered Book 760 No. 685.</p> <p>All that land in the Parish of Gresford County of Durham and being the whole of the land described in Conveyance Registered Book 2023 No. 979.</p>
35	<p>Jannali. All that land in Lot 9, Section D in Deposited Plan No. 2092 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5682 Folio 92.</p> <p>All that land in Lot 10, Section D in Deposited Plan No. 2092 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 4150 Folio 12.</p>

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Jannali— <i>continued.</i>	All that land in part of Lot 12, Section E in Deposited Plan No. 10381 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5057 Folio 182.
10 Kogarah Bay.	All that land in Lot 15, Section 2 in Deposited Plan No. 1963 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3853 Folio 23.
15	All that land in Lot 16, Section 2 in Deposited Plan No. 1963 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3853 Folio 24.
20 Kurri Kurri.	All that land in Allotments 19 and 20, Section 29 in the Parish of Heddon County of Northumberland and being the whole of the land in Crown Grant Volume 1575 Folio 241.
25 Leichhardt.	All that land in Lots 4 and 5, Section 8 in Deposited Plan No. 328 Parish of Petersham County of Cumberland and being the whole of the land in Certificate of Title Volume 330 Folio 219.
30 Manly.	All that land in Lot 6, Section 8 in Deposited Plan No. 328 Parish of Petersham County of Cumberland and being the whole of the land in Certificate of Title Volume 503 Folio 60.
35	All that land in Lot 2 in Deposited Plan No. 570336 Parish of Manly Cove County of Cumberland and being part of the land described in Conveyance Registered Book 612 No. 737.
35	All that land in Lot 95, in Deposited Plan No. 1729 Parish of Manly Cove County of Cumberland and being the whole of the land in Certificate of Title Volume 3448 Folio 87.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Milperra.	All that land in Lot 55 in Deposited Plan No. 230101 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 10646 Folio 155.
10 Miranda.	All that land in Lot 21 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 2842 Folio 24.
15	All that land in Lot 22 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 2865 Folio 106.
20	All that land in Lot 23 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3752 Folio 142.
25 Miranda West.	All that land in Lot 65 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5471 Folio 80.
30 Padstow.	All that land in Lots 6 and 8 in Deposited Plan No. 16709 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 5371 Folio 27.
35	All that land in Lot 7 in Deposited Plan No. 16709 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 5550 Folio 42.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Panania.	All that land in Lot 38 in Deposited Plan No. 11520 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4497 Folio 107.
10 Picnic Point.	All that land in Lot 7 in Deposited Plan No. 17218 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4971 Folio 250.
15 Revesby.	All that land in Lots 43 and 44, Section 10 in Deposited Plan No. 2343 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4287 Folio 182.
20 Salisbury.	All that land being part of Portion 28 in Parish of Underbank County of Durham and being the whole of the land in Certificate of Title Volume 6244 Folio 235.
25 Towradgi.	All that land in Lot 11 on Registered Plan No. 1075 Parish of Wonona County of Camden and being the whole of the land described in Conveyance Registered Book 2097 No. 963.
30 Waterloo.	All that land in Lot 10 on Registered Plan No. 1075 Parish of Wonona County of Camden and being the whole of the land described in Conveyance Registered Book 2736 No. 132.
35 West Cessnock.	All that right title and interest of The Congregational Union of New South Wales in all that land situated in the Parish of Alexandria County of Cumberland as more particularly described in Assignment of Lease Registered Book 273 No. 61.
35 West Cessnock.	All that land in Lot 2 in Deposited Plan No. 505697 Parish of Pokolbin County of Northumberland and being the whole of the land in Certificate of Title Volume 9551 Folio 129.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Willoughby.	All that land in Lots 40 and 41, Section 1 in a Subdivision of land of David Etherington Parish of Willoughby County of Cumberland and being the whole of the land described in Conveyance Registered Book 569 No. 159.
10 Wollongong.	All that land in part of allotment 4 Section 2 of Charles Throsby Smith's Grant Parish of Wollongong County of Camden and being the whole of the land described in Conveyance Registered Book 3209 No. 626.
15	All that land in Lot 8 in Deposited Plan No. 12417 Parish of Wollongong County of Camden and being the whole of the land in Certificate of Title Volume 4903 Folio 183.

SCHEDULE 6.

Sec. 6.

ADDITIONAL LAND VESTED IN THE FELLOWSHIP BY SECTION 6.

20 Location of Property.	Particulars of Title.
On Hazelbrook Creek and known as "Camp Fletcher".	All that land in Portion 89, Parish of Woodford County of Cook and being the whole of the land in Crown Grant Volume 1284 Folio 71.
25 At Summer Hill.	All that land in part of Lot 5 of the Canterbury Estate Parish of Petersham County of Cumberland and being the whole of the land described in Conveyance Registered Book 1238 No. 889.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 7.

Sec. 9.

LAND VESTED IN TRUSTEES BY SECTION 9.

Congregation.	Particulars of Title.	Trustees.
5 Denistone Congregational Church.	All that land in Lot 1 in Deposited Plan No. 212770 Parish of Hunters Hill County of Cumberland being the whole of the land in Certificate of Title Volume 9232, Folio 27.	Leslie George Bennett, Ruby Flora Evelan Lander, and Douglas Norman Cavanagh.
10	All that land in Lot 2 in Deposited Plan No. 212770 Parish of Hunters Hill County of Cumberland being the whole of the land in Certificate of Title Volume 9232, Folio 28.	
15 Engadine Congregational Church.	All that land in Lot 14, Section A in Deposited Plan No. 10933 Parish of Heathcote County of Cumberland being the whole of the land in Certificate of Title Volume 4192 Folio 32.	Colin George Jones, Garry Charles Martin, Brian Francis Shortman, and Lesley George Wallace.
20		

BY AUTHORITY

D. WEST, GOVERNMENT PRINTER, NEW SOUTH WALES—1977
[24c]

**FELLOWSHIP OF CONGREGATIONAL CHURCHES
(NEW SOUTH WALES) INCORPORATION BILL, 1977**

EXPLANATORY NOTE

THE objects of this Bill are—

- (a) to constitute a corporation named the "Fellowship of Congregational Churches (New South Wales)", consisting of the members of individual Congregational Churches that are not going into union with The Uniting Church in Australia;
 - (b) to vest in the Fellowship the land specified in Schedules 5 and 6, being the bulk of the Congregational Church's land that is not to vest in The Uniting Church in Australia;
 - (c) to enable the Fellowship to acquire other property;
 - (d) to vest in trustees (instead of the Fellowship) the land of the Engadine and Denistone Congregational Churches, which are nevertheless to be churches affiliated with the Fellowship;
 - (e) to provide for the trusts and provisions subject to which the land and other property referred to above is to be held; and
 - (f) to make other provisions of a minor, consequential or ancillary nature.
-

PROOF

Act No. 1977.

Fellowship of Congregational Churches (New South Wales) Incorporation.

BE enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the Fellowship of Congregational Churches (New South Wales) Incorporation Act 1977.

2. (1) This section and section 1 shall commence on the date of assent to this Act.

No. , 1977.

A BILL

To incorporate the Fellowship of Congregational Churches (New South Wales); to make provision with respect to its powers, authorities, duties and functions; and to provide for the vesting of certain property in the Fellowship and for the construction of certain instruments.

[MR F. J. WALKER—23 March, 1977.]

BE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

BE it enacted by the Queen's Most Excellent Majesty, by
and with the advice and consent of the Legislative
Council and Legislative Assembly of New South Wales in
Parliament assembled, and by the authority of the same, as
5 follows :—

1. This Act may be cited as the "Fellowship of Short
Congregational Churches (New South Wales) Incorporation
Act, 1977". title.

2. (1) This section and section 1 shall commence on the Commence-
10 date of assent to this Act. ment.

(2) Except as provided in subsection (1), this Act
shall commence on the day appointed and notified under
section 2 (2) of the Uniting Church in Australia Act, 1977.

3. In this Act, except in so far as the context or subject- Interpre-
15 matter otherwise indicates or requires— tation.

"affiliated church" means a church affiliated with the
Fellowship;

"appointed day" means the day referred to in section
2 (2);

20 "Assembly" means the General Assembly, as referred to
in Schedule 2;

"Committee" means the committee of the Assembly, as
referred to in Schedule 2;

25 "Congregational Church" means the Fellowship, and
includes the affiliated churches, and any department,
society, auxiliary, activity, fund, service, institution,
or any interest of the Fellowship or of any affiliated
church;

"conveyance

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Incorporation.*

“conveyance” includes transfer, assignment and assurance;

“Fellowship” means the Fellowship of Congregational Churches (New South Wales);

5 “meeting” means a meeting called as provided by clause 12 of Schedule 3 and conducted as provided by clauses 13 and 14 of that Schedule.

4. (1) There is hereby constituted a corporation, under the name of “Fellowship of Congregational Churches (New South Wales)”. Constitution of the Fellowship.

10

(2) The Fellowship consists of the members for the time being of affiliated churches, holding as their general tenets the doctrines set forth in Schedule 1.

(3) Without affecting the generality of section 38 of 15 the Interpretation Act, 1897, but subject to this Act, the Fellowship may—

- (a) acquire, hold, deal with and dispose of property of any kind;
- 20 (b) mortgage, charge or otherwise encumber any of its property; or
- (c) borrow money for the purposes of the Fellowship.

(4) Subject to this Act, the affairs of the Fellowship shall be managed by the Assembly.

(5) The constitution of the Fellowship shall be that 25 set forth in Schedule 2, but the Fellowship may amend, alter, repeal or replace the constitution from time to time in accordance with the provisions made by the constitution in that regard.

Fellowship of Congregational Churches (New South Wales)
Incorporation.

5. (1) The common seal of the Fellowship shall be kept as directed by the Committee. Common seal.

(2) A majority of the members of the Committee present at any meeting of the Committee may use or direct the use of the common seal.

6. Any land described in Schedule 5 or 6 that, immediately before the appointed day, was vested in The Congregational Union of New South Wales or any other person in trust for that Union is hereby divested from that Union or other person and is, to the extent that it was so vested immediately before that day, hereby vested (without conveyance) in the Fellowship and shall be held by the Fellowship in accordance with the provisions of this Act. Vesting of property in Fellowship on appointed day.

7. (1) This section does not apply to—
15 (a) any land described in Schedule 5, 6 or 7; or
(b) any land vested in The Uniting Church in Australia Property Trust (N.S.W.). Vesting of property in Fellowship after appointed day.

(2) Subject to this Act, any land vested in any person in trust for the Congregational Church is hereby divested from that person and is, to the extent that it was so vested, hereby vested (without conveyance) in the Fellowship and shall be held by the Fellowship in accordance with the provisions of this Act.

(3) The vesting mentioned in subsection (2) shall not take effect without—

(a) the assent of the Assembly; and

(b)

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

(b) where the land is vested in or held on trust for an existing affiliated church—the assent by resolution of a majority of members of that church present and voting at a duly convened meeting,

5 being assents given on or after the appointed day.

(4) A certificate under the hand of the ministerial or lay secretary for the time being of the Assembly shall be conclusive evidence of the assent referred to in subsection (3) (a).

10 8. (1) The Fellowship shall hold land described in Schedule 5 that is vested in it by section 6, and land that becomes vested in it pursuant to section 7, subject to the provisions of and upon the trusts of Schedule 3. Provisions affecting property of the Fellowship.

(2) The Fellowship shall hold property (other than 15 land referred to in subsection (1)) in trust for the purposes of the Fellowship and upon any other trust affecting the property.

(3) Subject to subsection (2), the Fellowship shall hold property (other than land referred to in subsection (1)) 20 in accordance with the directions and resolutions of the Assembly.

(4) All land which pursuant to section 6 or 7 becomes vested in the Fellowship is freed and discharged from all of the provisions and trusts of The Congregational Union 25 Incorporation Act

(5)

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

(5) Except in relation to the trusts declared by The Congregational Union Incorporation Act, the vesting effected by section 6 or 7 shall be without prejudice to—

- (a) any special trust;
- 5 (b) any resulting trust;
- (c) any trust in favour of a donor; and
- (d) any reservation, mortgage, charge, encumbrance, lien or lease,

that, immediately before the vesting, affected the land vested.

10 (6) No attornment to the Fellowship by any lessees of land vested in it by section 6 or 7 shall be necessary.

(7) In this section, "special trust" means any trust other than a trust for the general purposes of the Fellowship.

15 9. (1) Subject to this Act, any land described in Schedule 7 that, immediately before the appointed day, was vested in The Congregational Union of New South Wales is hereby divested from that Union and is, to the extent that it was so vested immediately before that day, hereby vested
20 (without conveyance) in the persons specified in that Schedule opposite the description of the land.

Vesting of
land in
trustees
on
appointed
day.

(2) The land described in Schedule 7 shall be held by the persons in whom it is vested by subsection (1) as trustees.

(3) The trustees of any land described in Schedule 7
25 shall hold the land in trust for the Church specified in Schedule 7 opposite the description and upon any other trust affecting the land.

(4)

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

(4) Subject to subsection (3), the trustees of any land described in Schedule 7 shall hold the land in accordance with the directions and resolutions of meetings of the Church specified in that Schedule opposite the description of the land.

5 (5) The land described in Schedule 7 is freed and discharged from the provisions and trusts of The Congregational Union Incorporation Act.

(6) The vesting effected by subsection (1) shall be without prejudice to any reservation, mortgage, charge, en-
10 cumbrance, lien, or lease, that, immediately before the appointed day, affected the land vested.

(7) It is hereby declared that the Trustee Act, 1925, applies to and in respect of the trustees referred to in this section.

15 10. (1) Where, with the consents for the time being and from time to time prescribed by the Assembly, an affiliated church has, at a duly convened meeting, resolved to enter into a scheme of co-operation with, or involving, a church of
20 another denomination or any congregation or activity of such a church, being a scheme that involves the use of property vested in the Fellowship or in trustees under section 9, the Assembly may, while the scheme of co-operation continues in force, permit that property to be used, managed and administered in connection with that scheme in such manner
25 and upon such conditions as the Assembly determines or prescribes.

Co-
operative
use of
property.

(2) The conditions that the Assembly may determine or prescribe under subsection (1) may include conditions with respect to the making of contributions of money for the
30 acquisition, construction, alteration, maintenance or repair of assets vested in or held on behalf of a co-operating church or congregation upon such terms as to the giving of security or charges upon property vested in the Fellowship or in the

trustees

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Incorporation.*

trustees for any such contributions from other denominations
and otherwise as may be so determined or prescribed, and
any such contributions by or on behalf of an affiliated church
or towards assets of or held on behalf of an affiliated church
5 are, to the extent so determined at the time of the
contributions, hereby so charged.

(3) Neither the Registrar-General nor any person
dealing bona fide and for value with any property vested in
the Fellowship or in the trustees shall be bound to inquire
10 whether any security or charge referred to in subsection (2)
exists or be deemed to have notice thereof or be bound thereby
by virtue only of this Act or the existence of any scheme of
co-operation under this section and—

(a) a conveyance to such a person shall operate as a
15 discharge of any security or charge so referred to,
in so far as the property conveyed would, but for
this subsection, be subject thereto; and

(b) a mortgage or charge in favour of such a person
shall have priority over any security or charge so
20 referred to that affects the property mortgaged or
charged in favour of that person.

(4) The proceeds of the sale, mortgage or other
dealing with property referred to in this section, and all money
collected or held in respect of a scheme of co-operation may
25 be applied in such manner as the Assembly determines or
prescribes.

(5) The minister or other person in charge of the
religious services of a congregation that has entered into a
scheme of co-operation may be of a denomination other than
30 that of the religious body known as Congregationalists or
Independents and, if that minister or other person is of another
denomination, he shall, so long as he is in charge of the
religious services and so long as that scheme of co-operation
is in force, have the rights of a minister that are specified in
35 clause 4 of Schedule 3.

(6)

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

(6) Where an affiliated church has entered into a scheme of co-operation, the committee of management of that church may include members of any other congregation that is a party to the scheme of co-operation and those members
5 may be of a denomination other than that of the religious body known as Congregationalists or Independents.

(7) The provisions of subsections (1), (2), (3), (4), (5) and (6) shall apply to and in relation to all property at any time held on behalf of an affiliated church that has
10 entered into a scheme of co-operation except to the extent that the property is held subject to any express trust expressly forbidding its use or administration in any manner referred to in those subsections.

(8) Subsection (7) shall not apply to prevent the use
15 or administration of property in a manner referred to in subsections (1), (2), (4), (5) and (6) if the property is merely directed to be held on trust for worship according to the usages of the Congregational denomination commonly called Independents or the purposes of that denomination or
20 of the Fellowship.

11. Any deed, instrument, document, gift, will or other provision beneficially in favour of The Congregational Union of New South Wales coming into effect on or after the appointed day shall be read and construed as though any
25 reference therein to that Union were a reference to the Fellowship unless the context otherwise provides.

12. Schedule 4 has effect.

Tran-
sitional
provisions.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 1.

Secs. 8, 9,
Sch. 3.

1. The existence of one only God, Father, Son and Holy Spirit.
2. The Incarnation of the Divine Word as our Lord and Saviour Jesus Christ, Who lived, died and rose again, enabling man to enter
5 into full communion with God, redeeming him from sin and death, and making him an inheritor of Life Eternal.
3. Man's moral responsibility; the free invitation of the Gospel; man's ability to respond to the Gospel through the grace of God; and the influence and teaching of the Holy Spirit.
- 10 4. The Holy Scriptures as the record of God's revealed Will and Word, and as containing all truth needful to make us wise unto salvation.
5. The Church of Jesus Christ, "Which is His Body" to which
15 belong all who acknowledge Him as Lord and Saviour; the divinely appointed means for the preaching of the Word; the ministry of the Sacraments and the promotion of the Kingdom of God.
6. The right of every local Church to manage its own affairs.
7. The baptism of infants and of adult believers who were not baptised in infancy.
- 20 8. The open confession of discipleship in the observance of the Lord's Supper.

SCHEDULE 2.

Secs. 3, 4.

1. The General Assembly shall consist of Congregational ministers and members of affiliated churches.
- 25 2. Each of the affiliated churches shall be represented by its pastor and by delegates according to the following scale: 30 members or under, 2 delegates and an additional delegate for every 20 members above the first 30.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 2—*continued.*

3. Churches shall be affiliated with the Fellowship at any October meeting by vote of two-thirds of the Assembly, notice having been given in writing to one of the secretaries at least 7 days before the meeting by 2 pastors of affiliated churches.
4. The Assembly shall have the power of admitting by vote as personal members recognised Congregational ministers not having pastoral charge.
5. The Assembly shall meet once in every year in Sydney in the month of October. A second meeting of the Assembly may be held in the month of April if the Committee consider it necessary or if a requisition for the meeting signed by any 6 delegates and stating the object and place of the meeting be given in writing to the secretaries at least one month beforehand.
6. At each October meeting a chairman, treasurer, registrar and a ministerial and lay secretary shall be chosen. The chairman shall begin to hold office at the next October meeting.
7. At each October meeting the Assembly shall also choose from among themselves a committee consisting of 8 members (exclusive of the chairman, treasurer, registrar and secretaries who shall be members ex officio) which committee shall make all arrangements for the meetings of the Assembly, present an annual report and further attend to all matters referred to it by the Assembly.
8. All elections shall be by ballot after nomination. Nomination shall be made by any member of the Assembly and notified in writing to one of the secretaries at least 7 days before the day of election.
9. Each of the affiliated churches shall make an annual contribution to the funds of the Fellowship and each member of the Assembly shall give an annual subscription of not less than \$5.
10. The rules and constitution of the Fellowship shall not be subject to any alteration or addition except at the October meeting of the Assembly and after notice given at the previous October meeting.

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Incorporation.*

SCHEDULE 3.

Sec. 8.

1. Upon trust that the church being persons for the time being united together in fellowship forming a Christian church of the Congregational or Independent denomination and called church members shall be permitted to erect on the land a church building vestry schoolhouse parsonage offices and other buildings with all necessary appendages in such form and at such period or periods as they may think proper and direct.
2. Upon trust to permit the said premises to be used occupied and enjoyed as a place for the public worship of God according to the usages of the Congregational denomination commonly called Independents under the direction of the church for the time being assembling for worship therein and for the instruction of children and adults and for the promotion of such other religious or philanthropic purposes or for the residence of the pastor or other persons as the said church shall from time to time direct And under the direction of the said church to permit the said premises to be repaired altered enlarged taken down and wholly or partially rebuilt or any other buildings to be erected on the said ground so as to render the said premises better adapted for the accomplishment of the purposes aforesaid.
3. And upon trust to permit the persons appointed for that purpose by the said church to receive all moneys and subscriptions given or paid for the use of pews and sittings or otherwise contributed for the purposes aforesaid which moneys and subscriptions shall in the first place be applied in the discharge of all interest on borrowed moneys premiums for insurance against fire trustees' expenses and other claims properly payable thereout and the residue thereof shall be applied for the maintenance of Divine worship in the said premises and other the purposes of these presents as the said church shall from time to time direct.
4. And upon trust to permit such persons only to officiate in the said premises as stated pastors as shall be of the denomination aforesaid and shall hold the doctrines set forth in Schedule 1 and shall (except as to the present pastor) have been chosen by the said church And shall not permit to officiate in the said premises as a stated pastor any person who shall be guilty of immoral conduct or who shall cease to be of the denomination aforesaid or who shall cease to hold the said doctrines or who shall have been removed from his office by the said church.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 3—*continued.*

5. And upon trust to permit such occasional ministers or other persons to officiate in the said premises as the stated pastor shall appoint or if there be no pastor as the deacons or deacon thereof shall (unless the said church shall otherwise direct) appoint.

6. And upon trust to raise such sum or sums of money when and on such terms as shall be directed by the said church by deposit of the title deeds or by mortgage (with or without powers of or trusts for sale) of the said premises or any part thereof and to execute all proper assurances for that purpose.

7. And when and in such manner and on such terms and subject to such conditions as to title or otherwise as shall be directed by the said church absolutely to sell the said premises or any part thereof either together or in parcels by public auction or private contract or partly in each mode or to exchange the said premises or any part thereof for other premises and in the said respective cases to assure the same accordingly.

8. And upon trust to stand possessed of the money which from time to time shall be received on any sale mortgage or exchange made in pursuance of these presents upon trust after making provision for the payment of all charges upon the trust estate and of the expenses incurred by the Fellowship to invest lay out or dispose of the same in such manner and for such purposes for the benefit of the said church and in accordance with the tenor of these presents in the improvement of the trust property the enlargement repair or building of the trust premises and the purchase of other property or properties or any of them or otherwise as shall be directed by the said church.

9. And upon trust to demise the said trust estate or any part or parts thereof for such period at such rent and upon such terms and conditions as shall be directed by the said church and that the rent and other money arising therefrom shall be applicable in the manner prescribed in clause 3 with respect to the money therein mentioned and that the reversion of the trust estate shall be subject to all the powers of sale mortgage and exchange and the directions and trusts relating thereto as hereinbefore or hereinafter contained.

10. Provided always that a receipt under the seal of the Fellowship and signed by two members of the Committee for any mortgage sale exchange rent or other moneys payable in respect of the said trust premises or the receipt of the duly appointed agent of the

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 3—*continued.*

5 Fellowship for rent so payable shall exonerate the persons taking the same from all liability to see to the application thereof and that it shall not be incumbent on any mortgagee purchaser or tenant of the said premises or any part thereof or on any person taking the same in exchange to inquire into the necessity or propriety of any such mortgage sale letting or exchange or its authorization by these presents or into the due election of any new trustees or trustee hereunder.

10 11. Provided also that (in addition to and without prejudice to the power hereinbefore contained) in case the Fellowship shall pay any money for which they or any other person shall be liable in relation to the trusts in this Schedule contained and the same shall not be duly provided by the said church or otherwise than by the Fellowship it shall be lawful for the Fellowship without the consent or direction
15 of the said church or any member thereof after the expiration of six calendar months written notice from the secretary of the Assembly duly authorised in that behalf requiring payment of such money and stating the intention of the Fellowship in case of default to mortgage or sell the said premises as hereinafter mentioned given to the then
20 pastor for the time being of the said church if there shall be such pastor and to the deacon if there shall be one and only one or if there shall be more than one deacon to at least two deacons for the time being the said church or if there shall be no such deacon or deacons to at least two members of the committee or other body for the time
25 being if any appointed by the said church to act instead of deacons and also affixed to the doors of the said church building on three successive Sundays to mortgage or sell all or any part of the said trust premises when and in such manner in all respects as the Fellowship shall think proper and out of the proceeds thereof to pay
30 all expenses of and incident to such mortgage or sale and fully to reimburse and indemnify the Fellowship so liable and then to dispose of the net residue thereof (if any) in such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule 1) as are provided in
35 clause 3 And it is hereby declared that it shall not be incumbent on any mortgagee or purchaser whose title shall be founded on this clause to inquire into the necessity for or propriety of any such mortgage or sale or as to the fact of such notice having been given as aforesaid.

40 12. That every assembly or church meeting to be hereafter convened for direction or fulfilling any of the purposes aforesaid shall be called by a notice of the object of such meeting together with the day hour and place of holding such meeting which notice shall be

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 3—*continued.*

signed by the pastor for the time being or in case of his neglect for fourteen days or absolute refusal after request in writing made by five members of the church or in case of there being no pastor then by the
5 same number of members and be posted on the door of the church building used for public worship on the hereditaments hereby vested or hereafter acquired on at least two successive Sundays immediately preceding the day on which such meeting shall be appointed to take place and shall if practicable be read during some
10 part of each of the public services held on the same two Sundays on the trust premises and that no direction shall be considered to have been given until such meeting shall have been called in the way prescribed and the majority of the church members present and voting at such meeting shall have passed a vote or votes in accordance
15 with the proposed object and presented a request in writing under the signature of the chairman of the meeting so held to the Fellowship.

13. That only the members present at any such meeting of the age of eighteen years and upwards shall be allowed to vote and that
20 no person who shall have been admitted as an occasional communicant or who shall not have been a member of the church and shall not have been so inscribed on the church books for the space of three calendar months immediately prior to such meeting shall be entitled to vote or take any part in any of the church matters aforesaid.

14. That the chairman of every such meeting as aforesaid shall be
25 the pastor of the church or in the case of his refusal absence or incapacity or of there being no pastor then a person chosen by the major part of the members present at the meeting and that the chairman of such meeting shall not have a deliberate vote but in case of an equality of votes on any question shall have a casting vote.

30 15. That the administration of the affairs of the said church shall not except as herein specifically directed be in any manner affected.

16. Provided also that if at the time of the execution of the conveyance of the land to or the vesting of land in the Fellowship or at any time thereafter there shall be no such church as aforesaid
35 formed or established in the district where such land is situate the Fellowship shall until such church be formed or established as aforesaid have power and authority to perform and do all things necessary for the carrying out of the trusts aforesaid as fully and effectually to all intents and purposes as if such church existed and
40 consented thereto or directed the same to be done and performed.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 3—*continued.*

17. Provided also that if no such church be formed within five years from the vesting of the land in the body corporate or if any church shall be dissolved or dispersed and not be again formed
- 5 within six calendar months next thereafter or if the stated public worship of God in the said premises shall be discontinued for two years together then and in either of the said cases upon trust to let sell or otherwise dispose of the said premises or any part thereof and to deal with the net moneys received for or in respect of the same in
- 10 such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule 1) as shall be directed by the Fellowship.

SCHEDULE 4.

Sec. 12.

TRANSITIONAL PROVISIONS.

- 15 1. A church that—
- (a) was affiliated with The Congregational Union of New South Wales immediately before the appointed day; and
- (b) did not resolve to enter into union with the Methodist Church and Presbyterian Church (as respectively defined in
- 20 the Uniting Church in Australia Act, 1977) before the appointed day,

shall be deemed to be an affiliated church.

2. Clause 1 does not apply to the Hunters Hill Congregational Church.

- 25 3. The delegates last appointed to represent affiliated churches (within the meaning of this Act) for the General Assembly of The Congregational Union of New South Wales before the appointed day shall be deemed to be delegates representing those churches for the first General Assembly of the Fellowship.

- 30 4. Any 5 members of the Assembly may convene a meeting of the Assembly to be held within 3 months after the appointed day, but nothing in this clause affects clause 5 of Schedule 2.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 4—*continued.*

5. The Assembly may, at the meeting referred to in clause 4—
- (a) appoint a chairman, treasurer, registrar and a ministerial and lay secretary;
 - 5 (b) appoint a committee from among themselves consisting of 8 members (exclusive of the persons appointed under paragraph (a), who shall be members ex officio); and
 - (c) perform such other functions as appear to the Assembly to be necessary or convenient, as if the meeting were the
10 October meeting of the Assembly.
6. The chairman appointed under clause 5 shall hold office as from his appointment, and shall continue to hold office until a chairman begins to hold office under clause 6 of Schedule 2.
7. The persons appointed under clause 5 (a) and the committee
15 appointed under clause 5 (b) shall be deemed to be holding office as such in accordance with Schedule 2.

SCHEDULE 5.

LAND VESTED IN THE FELLOWSHIP BY SECTION 6.

Secs. 6, 8.

Congregation.	Particulars of Title.
20 Bexley.	All that land in Lot 11 in Deposited Plan No. 520670 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 10389 Folio 14.
25 Bourke Street.	All that land in Parts of Block 8 of that part of the Riley Estate known as the Surry Hills Estate Parish of Alexandria County of Cumberland and being the whole of the land described in Conveyance Registered Book 629 No. 104.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Brighton-le-Sands.	All that land in Lot 4, Section D, in Deposited Plan No. 6718 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3076 Folio 124.
10 Como.	All that land in Lot 44 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3237 Folio 158.
15	All that land in Lot 45 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3220 Folio 17.
20 Fairy Meadow.	All that land in Lot 46 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3496 Folio 60.
25 Gresford.	All that land in Lot 13 in Deposited Plan No. 24459 Parish of Wonona County of Camden and being the whole of the land in Certificate of Title Volume 6745 Folio 107.
30	All that land in the Parish of Gresford County of Durham and being the whole of the land described in Conveyance Registered Book 760 No. 685.
35 Jannali.	All that land in the Parish of Gresford County of Durham and being the whole of the land described in Conveyance Registered Book 2023 No. 979.
35	All that land in Lot 9, Section D in Deposited Plan No. 2092 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5682 Folio 92.
	All that land in Lot 10, Section D in Deposited Plan No. 2092 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 4150 Folio 12.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Jannali— <i>continued.</i>	All that land in part of Lot 12, Section E in Deposited Plan No. 10381 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5057 Folio 182.
10 Kogarah Bay.	All that land in Lot 15, Section 2 in Deposited Plan No. 1963 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3853 Folio 23.
15	All that land in Lot 16, Section 2 in Deposited Plan No. 1963 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3853 Folio 24.
20 Kurri Kurri.	All that land in Allotments 19 and 20, Section 29 in the Parish of Heddon County of Northumberland and being the whole of the land in Crown Grant Volume 1575 Folio 241.
25 Leichhardt.	All that land in Lots 4 and 5, Section 8 in Deposited Plan No. 328 Parish of Petersham County of Cumberland and being the whole of the land in Certificate of Title Volume 330 Folio 219.
30 Manly.	All that land in Lot 6, Section 8 in Deposited Plan No. 328 Parish of Petersham County of Cumberland and being the whole of the land in Certificate of Title Volume 503 Folio 60.
35	All that land in Lot 2 in Deposited Plan No. 570336 Parish of Manly Cove County of Cumberland and being part of the land described in Conveyance Registered Book 612 No. 737.
35	All that land in Lot 95, in Deposited Plan No. 1729 Parish of Manly Cove County of Cumberland and being the whole of the land in Certificate of Title Volume 3448 Folio 87.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Milperra.	All that land in Lot 55 in Deposited Plan No. 230101 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 10646 Folio 155.
10 Miranda.	All that land in Lot 21 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 2842 Folio 24.
15	All that land in Lot 22 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 2865 Folio 106.
20	All that land in Lot 23 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3752 Folio 142.
25 Miranda West.	All that land in Lot 65 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5471 Folio 80.
30 Padstow.	All that land in Lot 17 in Deposited Plan No. 30172 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 8117 Folio 187.
35	All that land in Lots 6 and 8 in Deposited Plan No. 16709 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 5371 Folio 27.
	All that land in Lot 7 in Deposited Plan No. 16709 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 5550 Folio 42.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5 Panania.	All that land in Lot 38 in Deposited Plan No. 11520 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4497 Folio 107.
10 Picnic Point.	All that land in Lot 7 in Deposited Plan No. 17218 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4971 Folio 250.
15 Revesby.	All that land in Lots 43 and 44, Section 10 in Deposited Plan No. 2343 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4287 Folio 182.
20 Salisbury.	All that land being part of Portion 28 in Parish of Underbank County of Durham and being the whole of the land in Certificate of Title Volume 6244 Folio 235.
25 Towradgi.	All that land in Lot 11 on Registered Plan No. 1075 Parish of Wonona County of Camden and being the whole of the land described in Conveyance Registered Book 2097 No. 963.
30 Waterloo.	All that land in Lot 10 on Registered Plan No. 1075 Parish of Wonona County of Camden and being the whole of the land described in Conveyance Registered Book 2736 No. 132.
35 West Cessnock.	All that right title and interest of The Congregational Union of New South Wales in all that land situated in the Parish of Alexandria County of Cumberland as more particularly described in Assignment of Lease Registered Book 273 No. 61.
	All that land in Lot 2 in Deposited Plan No. 505697 Parish of Pokolbin County of Northumberland and being the whole of the land in Certificate of Title Volume 9551 Folio 129.

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
5	Willoughby.
	All that land in Lots 40 and 41, Section 1 in a Subdivision of land of David Etherington Parish of Willoughby County of Cumberland and being the whole of the land described in Conveyance Registered Book 569 No. 159.
10	Wollongong.
	All that land in part of allotment 4 Section 2 of Charles Throsby Smith's Grant Parish of Wollongong County of Camden and being the whole of the land described in Conveyance Registered Book 3209 No. 626.
15	
	All that land in Lot 8 in Deposited Plan No. 12417 Parish of Wollongong County of Camden and being the whole of the land in Certificate of Title Volume 4903 Folio 183.

SCHEDULE 6.

Sec. 6.

ADDITIONAL LAND VESTED IN THE FELLOWSHIP BY SECTION 6.

20	Location of Property.	Particulars of Title.
	On Hazelbrook Creek and known as "Camp Fletcher".	All that land in Portion 89, Parish of Woodford County of Cook and being the whole of the land in Crown Grant Volume 1284 Folio 71.
25	At Summer Hill.	All that land in part of Lot 5 of the Canterbury Estate Parish of Petersham County of Cumberland and being the whole of the land described in Conveyance Registered Book 1238 No. 889.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 7.

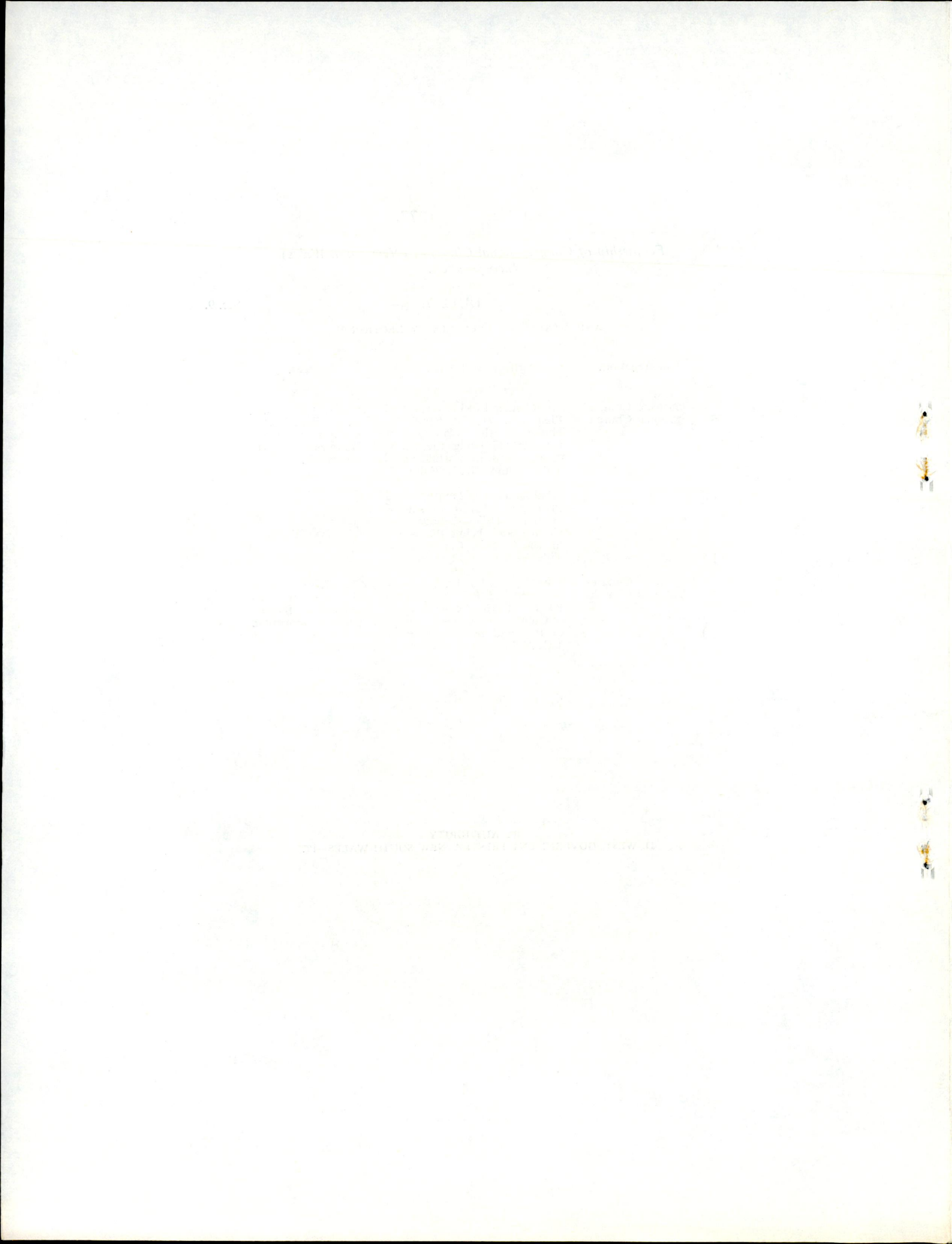
Sec. 9.

LAND VESTED IN TRUSTEES BY SECTION 9.

Congregation.	Particulars of Title.	Trustees.
5	Denistone Congregational Church.	Leslie George Bennett, Ruby Flora Evelan L a n d e r, a n d Douglas Norman Cavanagh.
10	All that land in Lot 1 in Deposited Plan No. 212770 Parish of Hunters Hill County of Cumberland being the whole of the land in Certificate of Title Volume 9232, Folio 27.	
15	All that land in Lot 2 in Deposited Plan No. 212770 Parish of Hunters Hill County of Cumberland being the whole of the land in Certificate of Title Volume 9232, Folio 28.	
20	Engadine Congregational Church.	Colin George Jones, Garry Charles Martin, Brian Francis Shortman, and Lesley George Wallace.

BY AUTHORITY

D. WEST, GOVERNMENT PRINTER, NEW SOUTH WALES—1977



New South Wales



ANNO VICESIMO SEXTO

ELIZABETHÆ II REGINÆ

Act No. 39, 1977.

An Act to incorporate the Fellowship of Congregational Churches (New South Wales); to make provision with respect to its powers, authorities, duties and functions; and to provide for the vesting of certain property in the Fellowship and for the construction of certain instruments. [Assented to, 15th April, 1977.]

BE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

Short title.

1. This Act may be cited as the "Fellowship of Congregational Churches (New South Wales) Incorporation Act, 1977".

Commencement.

2. (1) This section and section 1 shall commence on the date of assent to this Act.

(2) Except as provided in subsection (1), this Act shall commence on the day appointed and notified under section 2 (2) of the Uniting Church in Australia Act, 1977.

Interpretation.

3. In this Act, except in so far as the context or subject-matter otherwise indicates or requires—

"affiliated church" means a church affiliated with the Fellowship;

"appointed day" means the day referred to in section 2 (2);

"Assembly" means the General Assembly, as referred to in Schedule 2;

"Committee" means the committee of the Assembly, as referred to in Schedule 2;

"Congregational Church" means the Fellowship, and includes the affiliated churches, and any department, society, auxiliary, activity, fund, service, institution, or any interest of the Fellowship or of any affiliated church;

"conveyance"

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Incorporation.*

“conveyance” includes transfer, assignment and assurance;

“Fellowship” means the Fellowship of Congregational Churches (New South Wales);

“meeting” means a meeting called as provided by clause 12 of Schedule 3 and conducted as provided by clauses 13 and 14 of that Schedule.

4. (1) There is hereby constituted a corporation, under the name of “Fellowship of Congregational Churches (New South Wales)”. Constitution of the Fellowship.

(2) The Fellowship consists of the members for the time being of affiliated churches, holding as their general tenets the doctrines set forth in Schedule 1.

(3) Without affecting the generality of section 38 of the Interpretation Act, 1897, but subject to this Act, the Fellowship may—

(a) acquire, hold, deal with and dispose of property of any kind;

(b) mortgage, charge or otherwise encumber any of its property; or

(c) borrow money for the purposes of the Fellowship.

(4) Subject to this Act, the affairs of the Fellowship shall be managed by the Assembly.

(5) The constitution of the Fellowship shall be that set forth in Schedule 2, but the Fellowship may amend, alter, repeal or replace the constitution from time to time in accordance with the provisions made by the constitution in that regard.

(d)

5.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

Common
seal.

5. (1) The common seal of the Fellowship shall be kept as directed by the Committee.

(2) A majority of the members of the Committee present at any meeting of the Committee may use or direct the use of the common seal.

Vesting
of
property
in
Fellowship
on
appointed
day.

6. Any land described in Schedule 5 or 6 that, immediately before the appointed day, was vested in The Congregational Union of New South Wales or any other person in trust for that Union is hereby divested from that Union or other person and is, to the extent that it was so vested immediately before that day, hereby vested (without conveyance) in the Fellowship and shall be held by the Fellowship in accordance with the provisions of this Act.

Vesting
of
property
in
Fellowship
after
appointed
day.

7. (1) This section does not apply to—

- (a) any land described in Schedule 5, 6 or 7; or
- (b) any land vested in The Uniting Church in Australia Property Trust (N.S.W.).

(2) Subject to this Act, any land vested in any person in trust for the Congregational Church is hereby divested from that person and is, to the extent that it was so vested, hereby vested (without conveyance) in the Fellowship and shall be held by the Fellowship in accordance with the provisions of this Act.

(3) The vesting mentioned in subsection (2) shall not take effect without—

- (a) the assent of the Assembly; and

(b)

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

- (b) where the land is vested in or held on trust for an existing affiliated church—the assent by resolution of a majority of members of that church present and voting at a duly convened meeting,

being assents given on or after the appointed day.

- (4) A certificate under the hand of the ministerial or lay secretary for the time being of the Assembly shall be conclusive evidence of the assent referred to in subsection (3) (a).

8. (1) The Fellowship shall hold land described in Schedule 5 that is vested in it by section 6, and land that becomes vested in it pursuant to section 7, subject to the provisions of and upon the trusts of Schedule 3.

Provisions
affecting
property
of the
Fellow-
ship.

(2) The Fellowship shall hold property (other than land referred to in subsection (1)) in trust for the purposes of the Fellowship and upon any other trust affecting the property.

(3) Subject to subsection (2), the Fellowship shall hold property (other than land referred to in subsection (1)) in accordance with the directions and resolutions of the Assembly.

(4) All land which pursuant to section 6 or 7 becomes vested in the Fellowship is freed and discharged from all of the provisions and trusts of The Congregational Union Incorporation Act.

(5)

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

(5) Except in relation to the trusts declared by The Congregational Union Incorporation Act, the vesting effected by section 6 or 7 shall be without prejudice to—

- (a) any special trust;
- (b) any resulting trust;
- (c) any trust in favour of a donor; and
- (d) any reservation, mortgage, charge, encumbrance, lien or lease,

that, immediately before the vesting, affected the land vested.

(6) No attornment to the Fellowship by any lessees of land vested in it by section 6 or 7 shall be necessary.

(7) In this section, “special trust” means any trust other than a trust for the general purposes of the Fellowship.

Vesting of
land in
trustees
on
appointed
day.

9. (1) Subject to this Act, any land described in Schedule 7 that, immediately before the appointed day, was vested in The Congregational Union of New South Wales is hereby divested from that Union and is, to the extent that it was so vested immediately before that day, hereby vested (without conveyance) in the persons specified in that Schedule opposite the description of the land.

(2) The land described in Schedule 7 shall be held by the persons in whom it is vested by subsection (1) as trustees.

(3) The trustees of any land described in Schedule 7 shall hold the land in trust for the Church specified in Schedule 7 opposite the description and upon any other trust affecting the land.

(4)

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

(4) Subject to subsection (3), the trustees of any land described in Schedule 7 shall hold the land in accordance with the directions and resolutions of meetings of the Church specified in that Schedule opposite the description of the land.

(5) The land described in Schedule 7 is freed and discharged from the provisions and trusts of The Congregational Union Incorporation Act.

(6) The vesting effected by subsection (1) shall be without prejudice to any reservation, mortgage, charge, encumbrance, lien, or lease, that, immediately before the appointed day, affected the land vested.

(7) It is hereby declared that the Trustee Act, 1925, applies to and in respect of the trustees referred to in this section.

10. (1) Where, with the consents for the time being and from time to time prescribed by the Assembly, an affiliated church has, at a duly convened meeting, resolved to enter into a scheme of co-operation with, or involving, a church of another denomination or any congregation or activity of such a church, being a scheme that involves the use of property vested in the Fellowship or in trustees under section 9, the Assembly may, while the scheme of co-operation continues in force, permit that property to be used, managed and administered in connection with that scheme in such manner and upon such conditions as the Assembly determines or prescribes.

Co-operative
use of
property.

(2) The conditions that the Assembly may determine or prescribe under subsection (1) may include conditions with respect to the making of contributions of money for the acquisition, construction, alteration, maintenance or repair of assets vested in or held on behalf of a co-operating church or congregation upon such terms as to the giving of security or charges upon property vested in the Fellowship or in the

trustees

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

trustees for any such contributions from other denominations and otherwise as may be so determined or prescribed, and any such contributions by or on behalf of an affiliated church or towards assets of or held on behalf of an affiliated church are, to the extent so determined at the time of the contributions, hereby so charged.

(3) Neither the Registrar-General nor any person dealing bona fide and for value with any property vested in the Fellowship or in the trustees shall be bound to inquire whether any security or charge referred to in subsection (2) exists or be deemed to have notice thereof or be bound thereby by virtue only of this Act or the existence of any scheme of co-operation under this section and—

- (a) a conveyance to such a person shall operate as a discharge of any security or charge so referred to, in so far as the property conveyed would, but for this subsection, be subject thereto; and
- (b) a mortgage or charge in favour of such a person shall have priority over any security or charge so referred to that affects the property mortgaged or charged in favour of that person.

(4) The proceeds of the sale, mortgage or other dealing with property referred to in this section, and all money collected or held in respect of a scheme of co-operation may be applied in such manner as the Assembly determines or prescribes.

(5) The minister or other person in charge of the religious services of a congregation that has entered into a scheme of co-operation may be of a denomination other than that of the religious body known as Congregationalists or Independents and, if that minister or other person is of another denomination, he shall, so long as he is in charge of the religious services and so long as that scheme of co-operation is in force, have the rights of a minister that are specified in clause 4 of Schedule 3.

(6)

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

(6) Where an affiliated church has entered into a scheme of co-operation, the committee of management of that church may include members of any other congregation that is a party to the scheme of co-operation and those members may be of a denomination other than that of the religious body known as Congregationalists or Independents.

(7) The provisions of subsections (1), (2), (3), (4), (5) and (6) shall apply to and in relation to all property at any time held on behalf of an affiliated church that has entered into a scheme of co-operation except to the extent that the property is held subject to any express trust expressly forbidding its use or administration in any manner referred to in those subsections.

(8) Subsection (7) shall not apply to prevent the use or administration of property in a manner referred to in subsections (1), (2), (4), (5) and (6) if the property is merely directed to be held on trust for worship according to the usages of the Congregational denomination commonly called Independents or the purposes of that denomination or of the Fellowship.

11. Any deed, instrument, document, gift, will or other provision beneficially in favour of The Congregational Union of New South Wales coming into effect on or after the appointed day shall be read and construed as though any reference therein to that Union were a reference to the Fellowship unless the context otherwise provides.

Construction
of certain
instru-
ments.

12. Schedule 4 has effect.

Tran-
sitional
provisions.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

Sec. 4.
Sch. 3.

SCHEDULE 1.

1. The existence of one only God, Father, Son and Holy Spirit.
2. The Incarnation of the Divine Word as our Lord and Saviour Jesus Christ, Who lived, died and rose again, enabling man to enter into full communion with God, redeeming him from sin and death, and making him an inheritor of Life Eternal.
3. Man's moral responsibility; the free invitation of the Gospel; man's ability to respond to the Gospel through the grace of God; and the influence and teaching of the Holy Spirit.
4. The Holy Scriptures as the record of God's revealed Will and Word, and as containing all truth needful to make us wise unto salvation.
5. The Church of Jesus Christ, "Which is His Body" to which belong all who acknowledge Him as Lord and Saviour; the divinely appointed means for the preaching of the Word; the ministry of the Sacraments and the promotion of the Kingdom of God.
6. The right of every local Church to manage its own affairs.
7. The baptism of infants and of adult believers who were not baptised in infancy.
8. The open confession of discipleship in the observance of the Lord's Supper.

Secs. 3, 4.

SCHEDULE 2.

1. The General Assembly shall consist of Congregational ministers and members of affiliated churches.
2. Each of the affiliated churches shall be represented by its pastor and by delegates according to the following scale: 30 members or under, 2 delegates and an additional delegate for every 20 members above the first 30.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 2—*continued.*

3. Churches shall be affiliated with the Fellowship at any October meeting by vote of two-thirds of the Assembly, notice having been given in writing to one of the secretaries at least 7 days before the meeting by 2 pastors of affiliated churches.

4. The Assembly shall have the power of admitting by vote as personal members recognised Congregational ministers not having pastoral charge.

5. The Assembly shall meet once in every year in Sydney in the month of October. A second meeting of the Assembly may be held in the month of April if the Committee consider it necessary or if a requisition for the meeting signed by any 6 delegates and stating the object and place of the meeting be given in writing to the secretaries at least one month beforehand.

6. At each October meeting a chairman, treasurer, registrar and a ministerial and lay secretary shall be chosen. The chairman shall begin to hold office at the next October meeting.

7. At each October meeting the Assembly shall also choose from among themselves a committee consisting of 8 members (exclusive of the chairman, treasurer, registrar and secretaries who shall be members *ex officio*) which committee shall make all arrangements for the meetings of the Assembly, present an annual report and further attend to all matters referred to it by the Assembly.

8. All elections shall be by ballot after nomination. Nomination shall be made by any member of the Assembly and notified in writing to one of the secretaries at least 7 days before the day of election.

9. Each of the affiliated churches shall make an annual contribution to the funds of the Fellowship and each member of the Assembly shall give an annual subscription of not less than \$5.

10. The rules and constitution of the Fellowship shall not be subject to any alteration or addition except at the October meeting of the Assembly and after notice given at the previous October meeting.

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

Sec. 8.

SCHEDULE 3.

1. Upon trust that the church being persons for the time being united together in fellowship forming a Christian church of the Congregational or Independent denomination and called church members shall be permitted to erect on the land a church building vestry schoolhouse parsonage offices and other buildings with all necessary appendages in such form and at such period or periods as they may think proper and direct.

2. Upon trust to permit the said premises to be used occupied and enjoyed as a place for the public worship of God according to the usages of the Congregational denomination commonly called Independents under the direction of the church for the time being assembling for worship therein and for the instruction of children and adults and for the promotion of such other religious or philanthropic purposes or for the residence of the pastor or other persons as the said church shall from time to time direct And under the direction of the said church to permit the said premises to be repaired altered enlarged taken down and wholly or partially rebuilt or any other buildings to be erected on the said ground so as to render the said premises better adapted for the accomplishment of the purposes aforesaid.

3. And upon trust to permit the persons appointed for that purpose by the said church to receive all moneys and subscriptions given or paid for the use of pews and sittings or otherwise contributed for the purposes aforesaid which moneys and subscriptions shall in the first place be applied in the discharge of all interest on borrowed moneys premiums for insurance against fire trustees' expenses and other claims properly payable thereout and the residue thereof shall be applied for the maintenance of Divine worship in the said premises and other the purposes of these presents as the said church shall from time to time direct.

4. And upon trust to permit such persons only to officiate in the said premises as stated pastors as shall be of the denomination aforesaid and shall hold the doctrines set forth in Schedule 1 and shall (except as to the present pastor) have been chosen by the said church And shall not permit to officiate in the said premises as a stated pastor any person who shall be guilty of immoral conduct or who shall cease to be of the denomination aforesaid or who shall cease to hold the said doctrines or who shall have been removed from his office by the said church.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 3—*continued.*

5. And upon trust to permit such occasional ministers or other persons to officiate in the said premises as the stated pastor shall appoint or if there be no pastor as the deacons or deacon thereof shall (unless the said church shall otherwise direct) appoint.

6. And upon trust to raise such sum or sums of money when and on such terms as shall be directed by the said church by deposit of the title deeds or by mortgage (with or without powers of or trusts for sale) of the said premises or any part thereof and to execute all proper assurances for that purpose.

7. And when and in such manner and on such terms and subject to such conditions as to title or otherwise as shall be directed by the said church absolutely to sell the said premises or any part thereof either together or in parcels by public auction or private contract or partly in each mode or to exchange the said premises or any part thereof for other premises and in the said respective cases to assure the same accordingly.

8. And upon trust to stand possessed of the money which from time to time shall be received on any sale mortgage or exchange made in pursuance of these presents upon trust after making provision for the payment of all charges upon the trust estate and of the expenses incurred by the Fellowship to invest lay out or dispose of the same in such manner and for such purposes for the benefit of the said church and in accordance with the tenor of these presents in the improvement of the trust property the enlargement repair or building of the trust premises and the purchase of other property or properties or any of them or otherwise as shall be directed by the said church.

9. And upon trust to demise the said trust estate or any part or parts thereof for such period at such rent and upon such terms and conditions as shall be directed by the said church and that the rent and other money arising therefrom shall be applicable in the manner prescribed in clause 3 with respect to the money therein mentioned and that the reversion of the trust estate shall be subject to all the powers of sale mortgage and exchange and the directions and trusts relating thereto as hereinbefore or hereinafter contained.

10. Provided always that a receipt under the seal of the Fellowship and signed by two members of the Committee for any mortgage sale exchange rent or other moneys payable in respect of the said trust premises or the receipt of the duly appointed agent of the

*Fellowship of Congregational Churches (New South Wales)
Incorporation.*

SCHEDULE 3—*continued.*

Fellowship for rent so payable shall exonerate the persons taking the same from all liability to see to the application thereof and that it shall not be incumbent on any mortgagee purchaser or tenant of the said premises or any part thereof or on any person taking the same in exchange to inquire into the necessity or propriety of any such mortgage sale letting or exchange or its authorisation by these presents or into the due election of any new trustees or trustee hereunder.

11. Provided also that (in addition to and without prejudice to the power hereinbefore contained) in case the Fellowship shall pay any money for which they or any other person shall be liable in relation to the trusts in this Schedule contained and the same shall not be duly provided by the said church or otherwise than by the Fellowship it shall be lawful for the Fellowship without the consent or direction of the said church or any member thereof after the expiration of six calendar months written notice from the secretary of the Assembly duly authorised in that behalf requiring payment of such money and stating the intention of the Fellowship in case of default to mortgage or sell the said premises as hereinafter mentioned given to the then pastor for the time being of the said church if there shall be such pastor and to the deacon if there shall be one and only one or if there shall be more than one deacon to at least two deacons for the time being the said church or if there shall be no such deacon or deacons to at least two members of the committee or other body for the time being if any appointed by the said church to act instead of deacons and also affixed to the doors of the said church building on three successive Sundays to mortgage or sell all or any part of the said trust premises when and in such manner in all respects as the Fellowship shall think proper and out of the proceeds thereof to pay all expenses of and incident to such mortgage or sale and fully to reimburse and indemnify the Fellowship so liable and then to dispose of the net residue thereof (if any) in such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule 1) as are provided in clause 3 And it is hereby declared that it shall not be incumbent on any mortgagee or purchaser whose title shall be founded on this clause to inquire into the necessity for or propriety of any such mortgage or sale or as to the fact of such notice having been given as aforesaid.

12. That every assembly or church meeting to be hereafter convened for direction or fulfilling any of the purposes aforesaid shall be called by a notice of the object of such meeting together with the day hour and place of holding such meeting which notice shall be

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 3—*continued.*

signed by the pastor for the time being or in case of his neglect for fourteen days or absolute refusal after request in writing made by five members of the church or in case of there being no pastor then by the same number of members and be posted on the door of the church building used for public worship on the hereditaments hereby vested or hereafter acquired on at least two successive Sundays immediately preceding the day on which such meeting shall be appointed to take place and shall if practicable be read during some part of each of the public services held on the same two Sundays on the trust premises and that no direction shall be considered to have been given until such meeting shall have been called in the way prescribed and the majority of the church members present and voting at such meeting shall have passed a vote or votes in accordance with the proposed object and presented a request in writing under the signature of the chairman of the meeting so held to the Fellowship.

13. That only the members present at any such meeting of the age of eighteen years and upwards shall be allowed to vote and that no person who shall have been admitted as an occasional communicant or who shall not have been a member of the church and shall not have been so inscribed on the church books for the space of three calendar months immediately prior to such meeting shall be entitled to vote or take any part in any of the church matters aforesaid.

14. That the chairman of every such meeting as aforesaid shall be the pastor of the church or in the case of his refusal absence or incapacity or of there being no pastor then a person chosen by the major part of the members present at the meeting and that the chairman of such meeting shall not have a deliberative vote but in case of an equality of votes on any question shall have a casting vote.

15. That the administration of the affairs of the said church shall not except as herein specifically directed be in any manner affected.

16. Provided also that if at the time of the execution of the conveyance of the land to or the vesting of land in the Fellowship or at any time thereafter there shall be no such church as aforesaid formed or established in the district where such land is situate the Fellowship shall until such church be formed or established as aforesaid have power and authority to perform and do all things necessary for the carrying out of the trusts aforesaid as fully and effectually to all intents and purposes as if such church existed and consented thereto or directed the same to be done and performed.

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SCHEDULE 3—*continued.*

17. Provided also that if no such church be formed within five years from the vesting of the land in the body corporate or if any church shall be dissolved or dispersed and not be again formed within six calendar months next thereafter or if the stated public worship of God in the said premises shall be discontinued for two years together then and in either of the said cases upon trust to let sell or otherwise dispose of the said premises or any part thereof and to deal with the net moneys received for or in respect of the same in such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule 1) as shall be directed by the Fellowship.

Sec. 12.

SCHEDULE 4.

TRANSITIONAL PROVISIONS.

1. A church that—

- (a) was affiliated with The Congregational Union of New South Wales immediately before the appointed day; and
- (b) did not resolve to enter into union with the Methodist Church and Presbyterian Church (as respectively defined in the Uniting Church in Australia Act, 1977) before the appointed day,

shall be deemed to be an affiliated church.

2. Clause 1 does not apply to the Hunters Hill Congregational Church.

3. The delegates last appointed to represent affiliated churches (within the meaning of this Act) for the General Assembly of The Congregational Union of New South Wales before the appointed day shall be deemed to be delegates representing those churches for the first General Assembly of the Fellowship.

4. Any 5 members of the Assembly may convene a meeting of the Assembly to be held within 3 months after the appointed day, but nothing in this clause affects clause 5 of Schedule 2.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 4—*continued.*

5. The Assembly may, at the meeting referred to in clause 4—
- (a) appoint a chairman, treasurer, registrar and a ministerial and lay secretary;
 - (b) appoint a committee from among themselves consisting of 8 members (exclusive of the persons appointed under paragraph (a), who shall be members *ex officio*); and
 - (c) perform such other functions as appear to the Assembly to be necessary or convenient, as if the meeting were the October meeting of the Assembly.

6. The chairman appointed under clause 5 shall hold office as from his appointment, and shall continue to hold office until a chairman begins to hold office under clause 6 of Schedule 2.

7. The persons appointed under clause 5 (a) and the committee appointed under clause 5 (b) shall be deemed to be holding office as such in accordance with Schedule 2.

SCHEDULE 5.

Secs. 6. 8.

LAND VESTED IN THE FELLOWSHIP BY SECTION 6.

Congregation.	Particulars of Title.
Bexley.	All that land in Lot 11 in Deposited Plan No. 520670 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 10389 Folio 14.
Bourke Street.	All that land in Parts of Block 8 of that part of the Riley Estate known as the Surry Hills Estate Parish of Alexandria County of Cumberland and being the whole of the land described in Conveyance Registered Book 629 No. 104.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
Brighton-le-Sands.	All that land in Lot 4, Section D, in Deposited Plan No. 6718 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3076 Folio 124.
Como.	All that land in Lot 44 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3237 Folio 158. All that land in Lot 45 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3220 Folio 17. All that land in Lot 46 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3496 Folio 60.
Fairy Meadow.	All that land in Lot 13 in Deposited Plan No. 24459 Parish of Wonona County of Camden and being the whole of the land in Certificate of Title Volume 6745 Folio 107.
Gresford.	All that land in the Parish of Gresford County of Durham and being the whole of the land described in Conveyance Registered Book 760 No. 685. All that land in the Parish of Gresford County of Durham and being the whole of the land described in Conveyance Registered Book 2023 No. 979.
Jannali.	All that land in Lot 9, Section D in Deposited Plan No. 2092 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5682 Folio 92. All that land in Lot 10, Section D in Deposited Plan No. 2092 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 4150 Folio 12.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
Jannali— <i>continued.</i>	All that land in part of Lot 12, Section E in Deposited Plan No. 10381 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5057 Folio 182.
Kogarah Bay.	All that land in Lot 15, Section 2 in Deposited Plan No. 1963 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3853 Folio 23. All that land in Lot 16, Section 2 in Deposited Plan No. 1963 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3853 Folio 24.
Kurri Kurri.	All that land in Allotments 19 and 20, Section 29 in the Parish of Heddon County of Northumberland and being the whole of the land in Crown Grant Volume 1575 Folio 241.
Leichhardt.	All that land in Lots 4 and 5, Section 8 in Deposited Plan No. 328 Parish of Petersham County of Cumberland and being the whole of the land in Certificate of Title Volume 330 Folio 219. All that land in Lot 6, Section 8 in Deposited Plan No. 328 Parish of Petersham County of Cumberland and being the whole of the land in Certificate of Title Volume 503 Folio 60.
Manly.	All that land in Lot 2 in Deposited Plan No. 570336 Parish of Manly Cove County of Cumberland and being part of the land described in Conveyance Registered Book 612 No. 737. All that land in Lot 95, in Deposited Plan No. 1729 Parish of Manly Cove County of Cumberland and being the whole of the land in Certificate of Title Volume 3448 Folio 87.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
Milperra.	All that land in Lot 55 in Deposited Plan No. 230101 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 10646 Folio 155.
Miranda.	All that land in Lot 21 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 2842 Folio 24. All that land in Lot 22 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 2865 Folio 106. All that land in Lot 23 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3752 Folio 142. All that land in Lot 65 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5471 Folio 80.
Miranda West.	All that land in Lot 17 in Deposited Plan No. 30172 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 8117 Folio 187.
Padstow.	All that land in Lots 6 and 8 in Deposited Plan No. 16709 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 5371 Folio 27. All that land in Lot 7 in Deposited Plan No. 16709 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 5550 Folio 42.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
Panania.	All that land in Lot 38 in Deposited Plan No. 11520 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4497 Folio 107.
Picnic Point.	All that land in Lot 7 in Deposited Plan No. 17218 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4971 Folio 250.
Revesby.	All that land in Lots 43 and 44, Section 10 in Deposited Plan No. 2343 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4287 Folio 182.
Salisbury.	All that land being part of Portion 28 in Parish of Underbank County of Durham and being the whole of the land in Certificate of Title Volume 6244 Folio 235.
Towradgi.	All that land in Lot 11 on Registered Plan No. 1075 Parish of Wonona County of Camden and being the whole of the land described in Conveyance Registered Book 2097 No. 963.
	All that land in Lot 10 on Registered Plan No. 1075 Parish of Wonona County of Camden and being the whole of the land described in Conveyance Registered Book 2736 No. 132.
Waterloo.	All that right title and interest of The Congregational Union of New South Wales in all that land situated in the Parish of Alexandria County of Cumberland as more particularly described in Assignment of Lease Registered Book 273 No. 61.
West Cessnock.	All that land in Lot 2 in Deposited Plan No. 505697 Parish of Pokolbin County of Northumberland and being the whole of the land in Certificate of Title Volume 9551 Folio 129.

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
Willoughby.	All that land in Lots 40 and 41, Section 1 in a Subdivision of land of David Etherington Parish of Willoughby County of Cumberland and being the whole of the land described in Conveyance Registered Book 569 No. 159.
Wollongong.	All that land in part of allotment 4 Section 2 of Charles Throsby Smith's Grant Parish of Wollongong County of Camden and being the whole of the land described in Conveyance Registered Book 3209 No. 626. All that land in Lot 8 in Deposited Plan No. 12417 Parish of Wollongong County of Camden and being the whole of the land in Certificate of Title Volume 4903 Folio 183.

SCHEDULE 6.

ADDITIONAL LAND VESTED IN THE FELLOWSHIP BY SECTION 6.

Location of Property.	Particulars of Title.
On Hazelbrook Creek and known as "Camp Fletcher".	All that land in Portion 89, Parish of Woodford County of Cook and being the whole of the land in Crown Grant Volume 1284 Folio 71.
At Summer Hill.	All that land in part of Lot 5 of the Canterbury Estate Parish of Petersham County of Cumberland and being the whole of the land described in Conveyance Registered Book 1238 No. 889.

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SCHEDULE 7.

Sec. 9.

LAND VESTED IN TRUSTEES BY SECTION 9.

Congregation.	Particulars of Title.	Trustees.
Denistone Congregational Church.	All that land in Lot 1 in Deposited Plan No. 212770 Parish of Hunters Hill County of Cumberland being the whole of the land in Certificate of Title Volume 9232, Folio 27.	Leslie George Bennett, Ruby Flora Evelan Lander, and Douglas Norman Cavanagh.
	All that land in Lot 2 in Deposited Plan No. 212770 Parish of Hunters Hill County of Cumberland being the whole of the land in Certificate of Title Volume 9232, Folio 28.	
Engadine Congregational Church.	All that land in Lot 14, Section A in Deposited Plan No. 10933 Parish of Heathcote County of Cumberland being the whole of the land in Certificate of Title Volume 4192 Folio 32.	Colin George Jones, Garry Charles Martin, Brian Francis Shortman, and Lesley George Wallace.

BY AUTHORITY

D. WEST, GOVERNMENT PRINTER, NEW SOUTH WALES—1977

I certify that this PUBLIC BILL, which originated in the LEGISLATIVE ASSEMBLY, has finally passed the LEGISLATIVE COUNCIL and the LEGISLATIVE ASSEMBLY of NEW SOUTH WALES.

R. E. WARD,
Clerk of the Legislative Assembly.

*Legislative Assembly Chamber,
Sydney, 31 March, 1977.*

New South Wales



ANNO VICESIMO SEXTO

ELIZABETHÆ II REGINÆ

Act No. 39, 1977.

An Act to incorporate the Fellowship of Congregational Churches (New South Wales); to make provision with respect to its powers, authorities, duties and functions; and to provide for the vesting of certain property in the Fellowship and for the construction of certain instruments. [Assented to, 15th April, 1977.]

BE

I have examined this Bill, and find it to correspond in all respects with the Bill as finally passed by both Houses.

T. J. CAHILL,
Chairman of Committees of the Legislative Assembly.

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BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

Short
title.

1. This Act may be cited as the "Fellowship of Congregational Churches (New South Wales) Incorporation Act, 1977".

Commence-
ment.

2. (1) This section and section 1 shall commence on the date of assent to this Act.

(2) Except as provided in subsection (1), this Act shall commence on the day appointed and notified under section 2 (2) of the Uniting Church in Australia Act, 1977.

Interpre-
tation.

3. In this Act, except in so far as the context or subject-matter otherwise indicates or requires—

"affiliated church" means a church affiliated with the Fellowship;

"appointed day" means the day referred to in section 2 (2);

"Assembly" means the General Assembly, as referred to in Schedule 2;

"Committee" means the committee of the Assembly, as referred to in Schedule 2;

"Congregational Church" means the Fellowship, and includes the affiliated churches, and any department, society, auxiliary, activity, fund, service, institution, or any interest of the Fellowship or of any affiliated church;

"conveyance"

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Incorporation.*

“conveyance” includes transfer, assignment and assurance;

“Fellowship” means the Fellowship of Congregational Churches (New South Wales);

“meeting” means a meeting called as provided by clause 12 of Schedule 3 and conducted as provided by clauses 13 and 14 of that Schedule.

4. (1) There is hereby constituted a corporation, under the name of “Fellowship of Congregational Churches (New South Wales)”. Constitution of the Fellowship.

(2) The Fellowship consists of the members for the time being of affiliated churches, holding as their general tenets the doctrines set forth in Schedule 1.

(3) Without affecting the generality of section 38 of the Interpretation Act, 1897, but subject to this Act, the Fellowship may—

- (a) acquire, hold, deal with and dispose of property of any kind;
- (b) mortgage, charge or otherwise encumber any of its property; or
- (c) borrow money for the purposes of the Fellowship.

(4) Subject to this Act, the affairs of the Fellowship shall be managed by the Assembly.

(5) The constitution of the Fellowship shall be that set forth in Schedule 2, but the Fellowship may amend, alter, repeal or replace the constitution from time to time in accordance with the provisions made by the constitution in that regard.

Fellowship of Congregational Churches (New South Wales)
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Common
seal.

5. (1) The common seal of the Fellowship shall be kept as directed by the Committee.

(2) A majority of the members of the Committee present at any meeting of the Committee may use or direct the use of the common seal.

Vesting
of
property
in
Fellowship
on
appointed
day.

6. Any land described in Schedule 5 or 6 that, immediately before the appointed day, was vested in The Congregational Union of New South Wales or any other person in trust for that Union is hereby divested from that Union or other person and is, to the extent that it was so vested immediately before that day, hereby vested (without conveyance) in the Fellowship and shall be held by the Fellowship in accordance with the provisions of this Act.

Vesting
of
property
in
Fellowship
after
appointed
day.

7. (1) This section does not apply to—

- (a) any land described in Schedule 5, 6 or 7; or
- (b) any land vested in The Uniting Church in Australia Property Trust (N.S.W.).

(2) Subject to this Act, any land vested in any person in trust for the Congregational Church is hereby divested from that person and is, to the extent that it was so vested, hereby vested (without conveyance) in the Fellowship and shall be held by the Fellowship in accordance with the provisions of this Act.

(3) The vesting mentioned in subsection (2) shall not take effect without—

- (a) the assent of the Assembly; and

(b)

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- (b) where the land is vested in or held on trust for an existing affiliated church—the assent by resolution of a majority of members of that church present and voting at a duly convened meeting,

being assents given on or after the appointed day.

- (4) A certificate under the hand of the ministerial or lay secretary for the time being of the Assembly shall be conclusive evidence of the assent referred to in subsection (3) (a).

8. (1) The Fellowship shall hold land described in Schedule 5 that is vested in it by section 6, and land that becomes vested in it pursuant to section 7, subject to the provisions of and upon the trusts of Schedule 3. Provisions affecting property of the Fellowship.

(2) The Fellowship shall hold property (other than land referred to in subsection (1)) in trust for the purposes of the Fellowship and upon any other trust affecting the property.

(3) Subject to subsection (2), the Fellowship shall hold property (other than land referred to in subsection (1)) in accordance with the directions and resolutions of the Assembly.

(4) All land which pursuant to section 6 or 7 becomes vested in the Fellowship is freed and discharged from all of the provisions and trusts of The Congregational Union Incorporation Act.

(5)

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Incorporation.*

(5) Except in relation to the trusts declared by The Congregational Union Incorporation Act, the vesting effected by section 6 or 7 shall be without prejudice to—

- (a) any special trust;
- (b) any resulting trust;
- (c) any trust in favour of a donor; and
- (d) any reservation, mortgage, charge, encumbrance, lien or lease,

that, immediately before the vesting, affected the land vested.

(6) No attornment to the Fellowship by any lessees of land vested in it by section 6 or 7 shall be necessary.

(7) In this section, "special trust" means any trust other than a trust for the general purposes of the Fellowship.

Vesting of
land in
trustees
on
appointed
day.

9. (1) Subject to this Act, any land described in Schedule 7 that, immediately before the appointed day, was vested in The Congregational Union of New South Wales is hereby divested from that Union and is, to the extent that it was so vested immediately before that day, hereby vested (without conveyance) in the persons specified in that Schedule opposite the description of the land.

(2) The land described in Schedule 7 shall be held by the persons in whom it is vested by subsection (1) as trustees.

(3) The trustees of any land described in Schedule 7 shall hold the land in trust for the Church specified in Schedule 7 opposite the description and upon any other trust affecting the land.

(4)

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(4) Subject to subsection (3), the trustees of any land described in Schedule 7 shall hold the land in accordance with the directions and resolutions of meetings of the Church specified in that Schedule opposite the description of the land.

(5) The land described in Schedule 7 is freed and discharged from the provisions and trusts of The Congregational Union Incorporation Act.

(6) The vesting effected by subsection (1) shall be without prejudice to any reservation, mortgage, charge, encumbrance, lien, or lease, that, immediately before the appointed day, affected the land vested.

(7) It is hereby declared that the Trustee Act, 1925, applies to and in respect of the trustees referred to in this section.

10. (1) Where, with the consents for the time being and from time to time prescribed by the Assembly, an affiliated church has, at a duly convened meeting, resolved to enter into a scheme of co-operation with, or involving, a church of another denomination or any congregation or activity of such a church, being a scheme that involves the use of property vested in the Fellowship or in trustees under section 9, the Assembly may, while the scheme of co-operation continues in force, permit that property to be used, managed and administered in connection with that scheme in such manner and upon such conditions as the Assembly determines or prescribes. **Co-operative use of property.**

(2) The conditions that the Assembly may determine or prescribe under subsection (1) may include conditions with respect to the making of contributions of money for the acquisition, construction, alteration, maintenance or repair of assets vested in or held on behalf of a co-operating church or congregation upon such terms as to the giving of security or charges upon property vested in the Fellowship or in the

trustees

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trustees for any such contributions from other denominations and otherwise as may be so determined or prescribed, and any such contributions by or on behalf of an affiliated church or towards assets of or held on behalf of an affiliated church are, to the extent so determined at the time of the contributions, hereby so charged.

(3) Neither the Registrar-General nor any person dealing bona fide and for value with any property vested in the Fellowship or in the trustees shall be bound to inquire whether any security or charge referred to in subsection (2) exists or be deemed to have notice thereof or be bound thereby by virtue only of this Act or the existence of any scheme of co-operation under this section and—

- (a) a conveyance to such a person shall operate as a discharge of any security or charge so referred to, in so far as the property conveyed would, but for this subsection, be subject thereto; and
- (b) a mortgage or charge in favour of such a person shall have priority over any security or charge so referred to that affects the property mortgaged or charged in favour of that person.

(4) The proceeds of the sale, mortgage or other dealing with property referred to in this section, and all money collected or held in respect of a scheme of co-operation may be applied in such manner as the Assembly determines or prescribes.

(5) The minister or other person in charge of the religious services of a congregation that has entered into a scheme of co-operation may be of a denomination other than that of the religious body known as Congregationalists or Independents and, if that minister or other person is of another denomination, he shall, so long as he is in charge of the religious services and so long as that scheme of co-operation is in force, have the rights of a minister that are specified in clause 4 of Schedule 3.

(6)

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(6) Where an affiliated church has entered into a scheme of co-operation, the committee of management of that church may include members of any other congregation that is a party to the scheme of co-operation and those members may be of a denomination other than that of the religious body known as Congregationalists or Independents.

(7) The provisions of subsections (1), (2), (3), (4), (5) and (6) shall apply to and in relation to all property at any time held on behalf of an affiliated church that has entered into a scheme of co-operation except to the extent that the property is held subject to any express trust expressly forbidding its use or administration in any manner referred to in those subsections.

(8) Subsection (7) shall not apply to prevent the use or administration of property in a manner referred to in subsections (1), (2), (4), (5) and (6) if the property is merely directed to be held on trust for worship according to the usages of the Congregational denomination commonly called Independents or the purposes of that denomination or of the Fellowship.

11. Any deed, instrument, document, gift, will or other provision beneficially in favour of The Congregational Union of New South Wales coming into effect on or after the appointed day shall be read and construed as though any reference therein to that Union were a reference to the Fellowship unless the context otherwise provides.

Construction
of certain
instru-
ments.

12. Schedule 4 has effect.

Tran-
sitional
provisions.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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Sec. 4.
Sch. 3.

SCHEDULE 1.

1. The existence of one only God, Father, Son and Holy Spirit.
2. The Incarnation of the Divine Word as our Lord and Saviour Jesus Christ, Who lived, died and rose again, enabling man to enter into full communion with God, redeeming him from sin and death, and making him an inheritor of Life Eternal.
3. Man's moral responsibility; the free invitation of the Gospel; man's ability to respond to the Gospel through the grace of God; and the influence and teaching of the Holy Spirit.
4. The Holy Scriptures as the record of God's revealed Will and Word, and as containing all truth needful to make us wise unto salvation.
5. The Church of Jesus Christ, "Which is His Body" to which belong all who acknowledge Him as Lord and Saviour; the divinely appointed means for the preaching of the Word; the ministry of the Sacraments and the promotion of the Kingdom of God.
6. The right of every local Church to manage its own affairs.
7. The baptism of infants and of adult believers who were not baptised in infancy.
8. The open confession of discipleship in the observance of the Lord's Supper.

Secs. 3, 4.

SCHEDULE 2.

1. The General Assembly shall consist of Congregational ministers and members of affiliated churches.
2. Each of the affiliated churches shall be represented by its pastor and by delegates according to the following scale: 30 members or under, 2 delegates and an additional delegate for every 20 members above the first 30.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 2—*continued.*

3. Churches shall be affiliated with the Fellowship at any October meeting by vote of two-thirds of the Assembly, notice having been given in writing to one of the secretaries at least 7 days before the meeting by 2 pastors of affiliated churches.

4. The Assembly shall have the power of admitting by vote as personal members recognised Congregational ministers not having pastoral charge.

5. The Assembly shall meet once in every year in Sydney in the month of October. A second meeting of the Assembly may be held in the month of April if the Committee consider it necessary or if a requisition for the meeting signed by any 6 delegates and stating the object and place of the meeting be given in writing to the secretaries at least one month beforehand.

6. At each October meeting a chairman, treasurer, registrar and a ministerial and lay secretary shall be chosen. The chairman shall begin to hold office at the next October meeting.

7. At each October meeting the Assembly shall also choose from among themselves a committee consisting of 8 members (exclusive of the chairman, treasurer, registrar and secretaries who shall be members *ex officio*) which committee shall make all arrangements for the meetings of the Assembly, present an annual report and further attend to all matters referred to it by the Assembly.

8. All elections shall be by ballot after nomination. Nomination shall be made by any member of the Assembly and notified in writing to one of the secretaries at least 7 days before the day of election.

9. Each of the affiliated churches shall make an annual contribution to the funds of the Fellowship and each member of the Assembly shall give an annual subscription of not less than \$5.

10. The rules and constitution of the Fellowship shall not be subject to any alteration or addition except at the October meeting of the Assembly and after notice given at the previous October meeting.

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Sec. 8.

SCHEDULE 3.

1. Upon trust that the church being persons for the time being united together in fellowship forming a Christian church of the Congregational or Independent denomination and called church members shall be permitted to erect on the land a church building vestry schoolhouse parsonage offices and other buildings with all necessary appendages in such form and at such period or periods as they may think proper and direct.

2. Upon trust to permit the said premises to be used occupied and enjoyed as a place for the public worship of God according to the usages of the Congregational denomination commonly called Independents under the direction of the church for the time being assembling for worship therein and for the instruction of children and adults and for the promotion of such other religious or philanthropic purposes or for the residence of the pastor or other persons as the said church shall from time to time direct And under the direction of the said church to permit the said premises to be repaired altered enlarged taken down and wholly or partially rebuilt or any other buildings to be erected on the said ground so as to render the said premises better adapted for the accomplishment of the purposes aforesaid.

3. And upon trust to permit the persons appointed for that purpose by the said church to receive all moneys and subscriptions given or paid for the use of pews and sittings or otherwise contributed for the purposes aforesaid which moneys and subscriptions shall in the first place be applied in the discharge of all interest on borrowed moneys premiums for insurance against fire trustees' expenses and other claims properly payable thereout and the residue thereof shall be applied for the maintenance of Divine worship in the said premises and other the purposes of these presents as the said church shall from time to time direct.

4. And upon trust to permit such persons only to officiate in the said premises as stated pastors as shall be of the denomination aforesaid and shall hold the doctrines set forth in Schedule 1 and shall (except as to the present pastor) have been chosen by the said church And shall not permit to officiate in the said premises as a stated pastor any person who shall be guilty of immoral conduct or who shall cease to be of the denomination aforesaid or who shall cease to hold the said doctrines or who shall have been removed from his office by the said church.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 3—*continued.*

5. And upon trust to permit such occasional ministers or other persons to officiate in the said premises as the stated pastor shall appoint or if there be no pastor as the deacons or deacon thereof shall (unless the said church shall otherwise direct) appoint.

6. And upon trust to raise such sum or sums of money when and on such terms as shall be directed by the said church by deposit of the title deeds or by mortgage (with or without powers of or trusts for sale) of the said premises or any part thereof and to execute all proper assurances for that purpose.

7. And when and in such manner and on such terms and subject to such conditions as to title or otherwise as shall be directed by the said church absolutely to sell the said premises or any part thereof either together or in parcels by public auction or private contract or partly in each mode or to exchange the said premises or any part thereof for other premises and in the said respective cases to assure the same accordingly.

8. And upon trust to stand possessed of the money which from time to time shall be received on any sale mortgage or exchange made in pursuance of these presents upon trust after making provision for the payment of all charges upon the trust estate and of the expenses incurred by the Fellowship to invest lay out or dispose of the same in such manner and for such purposes for the benefit of the said church and in accordance with the tenor of these presents in the improvement of the trust property the enlargement repair or building of the trust premises and the purchase of other property or properties or any of them or otherwise as shall be directed by the said church.

9. And upon trust to demise the said trust estate or any part or parts thereof for such period at such rent and upon such terms and conditions as shall be directed by the said church and that the rent and other money arising therefrom shall be applicable in the manner prescribed in clause 3 with respect to the money therein mentioned and that the reversion of the trust estate shall be subject to all the powers of sale mortgage and exchange and the directions and trusts relating thereto as hereinbefore or hereinafter contained.

10. Provided always that a receipt under the seal of the Fellowship and signed by two members of the Committee for any mortgage sale exchange rent or other moneys payable in respect of the said trust premises or the receipt of the duly appointed agent of the

SCHEDULE

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SCHEDULE 3—*continued.*

Fellowship for rent so payable shall exonerate the persons taking the same from all liability to see to the application thereof and that it shall not be incumbent on any mortgagee purchaser or tenant of the said premises or any part thereof or on any person taking the same in exchange to inquire into the necessity or propriety of any such mortgage sale letting or exchange or its authorisation by these presents or into the due election of any new trustees or trustee hereunder.

11. Provided also that (in addition to and without prejudice to the power hereinbefore contained) in case the Fellowship shall pay any money for which they or any other person shall be liable in relation to the trusts in this Schedule contained and the same shall not be duly provided by the said church or otherwise than by the Fellowship it shall be lawful for the Fellowship without the consent or direction of the said church or any member thereof after the expiration of six calendar months written notice from the secretary of the Assembly duly authorised in that behalf requiring payment of such money and stating the intention of the Fellowship in case of default to mortgage or sell the said premises as hereinafter mentioned given to the then pastor for the time being of the said church if there shall be such pastor and to the deacon if there shall be one and only one or if there shall be more than one deacon to at least two deacons for the time being the said church or if there shall be no such deacon or deacons to at least two members of the committee or other body for the time being if any appointed by the said church to act instead of deacons and also affixed to the doors of the said church building on three successive Sundays to mortgage or sell all or any part of the said trust premises when and in such manner in all respects as the Fellowship shall think proper and out of the proceeds thereof to pay all expenses of and incident to such mortgage or sale and fully to reimburse and indemnify the Fellowship so liable and then to dispose of the net residue thereof (if any) in such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule 1) as are provided in clause 3 And it is hereby declared that it shall not be incumbent on any mortgagee or purchaser whose title shall be founded on this clause to inquire into the necessity for or propriety of any such mortgage or sale or as to the fact of such notice having been given as aforesaid.

12. That every assembly or church meeting to be hereafter convened for direction or fulfilling any of the purposes aforesaid shall be called by a notice of the object of such meeting together with the day hour and place of holding such meeting which notice shall be

SCHEDULE

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SCHEDULE 3—*continued.*

signed by the pastor for the time being or in case of his neglect for fourteen days or absolute refusal after request in writing made by five members of the church or in case of there being no pastor then by the same number of members and be posted on the door of the church building used for public worship on the hereditaments hereby vested or hereafter acquired on at least two successive Sundays immediately preceding the day on which such meeting shall be appointed to take place and shall if practicable be read during some part of each of the public services held on the same two Sundays on the trust premises and that no direction shall be considered to have been given until such meeting shall have been called in the way prescribed and the majority of the church members present and voting at such meeting shall have passed a vote or votes in accordance with the proposed object and presented a request in writing under the signature of the chairman of the meeting so held to the Fellowship.

13. That only the members present at any such meeting of the age of eighteen years and upwards shall be allowed to vote and that no person who shall have been admitted as an occasional communicant or who shall not have been a member of the church and shall not have been so inscribed on the church books for the space of three calendar months immediately prior to such meeting shall be entitled to vote or take any part in any of the church matters aforesaid.

14. That the chairman of every such meeting as aforesaid shall be the pastor of the church or in the case of his refusal absence or incapacity or of there being no pastor then a person chosen by the major part of the members present at the meeting and that the chairman of such meeting shall not have a deliberative vote but in case of an equality of votes on any question shall have a casting vote.

15. That the administration of the affairs of the said church shall not except as herein specifically directed be in any manner affected.

16. Provided also that if at the time of the execution of the conveyance of the land to or the vesting of land in the Fellowship or at any time thereafter there shall be no such church as aforesaid formed or established in the district where such land is situate the Fellowship shall until such church be formed or established as aforesaid have power and authority to perform and do all things necessary for the carrying out of the trusts aforesaid as fully and effectually to all intents and purposes as if such church existed and consented thereto or directed the same to be done and performed.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 3—*continued.*

17. Provided also that if no such church be formed within five years from the vesting of the land in the body corporate or if any church shall be dissolved or dispersed and not be again formed within six calendar months next thereafter or if the stated public worship of God in the said premises shall be discontinued for two years together then and in either of the said cases upon trust to let sell or otherwise dispose of the said premises or any part thereof and to deal with the net moneys received for or in respect of the same in such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule 1) as shall be directed by the Fellowship.

Sec. 12.

SCHEDULE 4.

TRANSITIONAL PROVISIONS.

1. A church that—
 - (a) was affiliated with The Congregational Union of New South Wales immediately before the appointed day; and
 - (b) did not resolve to enter into union with the Methodist Church and Presbyterian Church (as respectively defined in the Uniting Church in Australia Act, 1977) before the appointed day,
 shall be deemed to be an affiliated church.

2. Clause 1 does not apply to the Hunters Hill Congregational Church.

3. The delegates last appointed to represent affiliated churches (within the meaning of this Act) for the General Assembly of The Congregational Union of New South Wales before the appointed day shall be deemed to be delegates representing those churches for the first General Assembly of the Fellowship.

4. Any 5 members of the Assembly may convene a meeting of the Assembly to be held within 3 months after the appointed day, but nothing in this clause affects clause 5 of Schedule 2.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 4—continued.

5. The Assembly may, at the meeting referred to in clause 4—
- (a) appoint a chairman, treasurer, registrar and a ministerial and lay secretary;
 - (b) appoint a committee from among themselves consisting of 8 members (exclusive of the persons appointed under paragraph (a), who shall be members ex officio); and
 - (c) perform such other functions as appear to the Assembly to be necessary or convenient, as if the meeting were the October meeting of the Assembly.
6. The chairman appointed under clause 5 shall hold office as from his appointment, and shall continue to hold office until a chairman begins to hold office under clause 6 of Schedule 2.
7. The persons appointed under clause 5 (a) and the committee appointed under clause 5 (b) shall be deemed to be holding office as such in accordance with Schedule 2.

SCHEDULE 5.

Secs. 6, 8.

LAND VESTED IN THE FELLOWSHIP BY SECTION 6.

Congregation.	Particulars of Title.
Bexley.	All that land in Lot 11 in Deposited Plan No. 520670 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 10389 Folio 14.
Bourke Street.	All that land in Parts of Block 8 of that part of the Riley Estate known as the Surry Hills Estate Parish of Alexandria County of Cumberland and being the whole of the land described in Conveyance Registered Book 629 No. 104.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
Brighton-le-Sands.	All that land in Lot 4, Section D, in Deposited Plan No. 6718 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3076 Folio 124.
Como.	All that land in Lot 44 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3237 Folio 158. All that land in Lot 45 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3220 Folio 17. All that land in Lot 46 in Deposited Plan No. 10512 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3496 Folio 60.
Fairy Meadow.	All that land in Lot 13 in Deposited Plan No. 24459 Parish of Wonona County of Camden and being the whole of the land in Certificate of Title Volume 6745 Folio 107.
Gresford.	All that land in the Parish of Gresford County of Durham and being the whole of the land described in Conveyance Registered Book 760 No. 685. All that land in the Parish of Gresford County of Durham and being the whole of the land described in Conveyance Registered Book 2023 No. 979.
Jannali.	All that land in Lot 9, Section D in Deposited Plan No. 2092 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5682 Folio 92. All that land in Lot 10, Section D in Deposited Plan No. 2092 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 4150 Folio 12.

SCHEDULE

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
Jannali— <i>continued.</i>	All that land in part of Lot 12, Section E in Deposited Plan No. 10381 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5057 Folio 182.
Kogarah Bay.	All that land in Lot 15, Section 2 in Deposited Plan No. 1963 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3853 Folio 23. All that land in Lot 16, Section 2 in Deposited Plan No. 1963 Parish of St George County of Cumberland and being the whole of the land in Certificate of Title Volume 3853 Folio 24.
Kurri Kurri.	All that land in Allotments 19 and 20, Section 29 in the Parish of Heddon County of Northumberland and being the whole of the land in Crown Grant Volume 1575 Folio 241.
Leichhardt.	All that land in Lots 4 and 5, Section 8 in Deposited Plan No. 328 Parish of Petersham County of Cumberland and being the whole of the land in Certificate of Title Volume 330 Folio 219. All that land in Lot 6, Section 8 in Deposited Plan No. 328 Parish of Petersham County of Cumberland and being the whole of the land in Certificate of Title Volume 503 Folio 60.
Manly.	All that land in Lot 2 in Deposited Plan No. 570336 Parish of Manly Cove County of Cumberland and being part of the land described in Conveyance Registered Book 612 No. 737. All that land in Lot 95, in Deposited Plan No. 1729 Parish of Manly Cove County of Cumberland and being the whole of the land in Certificate of Title Volume 3448 Folio 87.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
Milperra.	All that land in Lot 55 in Deposited Plan No. 230101 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 10646 Folio 155.
Miranda.	<p>All that land in Lot 21 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 2842 Folio 24.</p> <p>All that land in Lot 22 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 2865 Folio 106.</p> <p>All that land in Lot 23 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 3752 Folio 142.</p> <p>All that land in Lot 65 in Deposited Plan No. 8447 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 5471 Folio 80.</p>
Miranda West.	All that land in Lot 17 in Deposited Plan No. 30172 Parish of Sutherland County of Cumberland and being the whole of the land in Certificate of Title Volume 8117 Folio 187.
Padstow.	<p>All that land in Lots 6 and 8 in Deposited Plan No. 16709 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 5371 Folio 27.</p> <p>All that land in Lot 7 in Deposited Plan No. 16709 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 5550 Folio 42.</p>

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
Panania.	All that land in Lot 38 in Deposited Plan No. 11520 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4497 Folio 107.
Picnic Point.	All that land in Lot 7 in Deposited Plan No. 17218 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4971 Folio 250.
Revesby.	All that land in Lots 43 and 44, Section 10 in Deposited Plan No. 2343 Parish of Bankstown County of Cumberland and being the whole of the land in Certificate of Title Volume 4287 Folio 182.
Salisbury.	All that land being part of Portion 28 in Parish of Underbank County of Durham and being the whole of the land in Certificate of Title Volume 6244 Folio 235.
Towradgi.	All that land in Lot 11 on Registered Plan No. 1075 Parish of Wonona County of Camden and being the whole of the land described in Conveyance Registered Book 2097 No. 963. All that land in Lot 10 on Registered Plan No. 1075 Parish of Wonona County of Camden and being the whole of the land described in Conveyance Registered Book 2736 No. 132.
Waterloo.	All that right title and interest of The Congregational Union of New South Wales in all that land situated in the Parish of Alexandria County of Cumberland as more particularly described in Assignment of Lease Registered Book 273 No. 61.
West Cessnock.	All that land in Lot 2 in Deposited Plan No. 505697 Parish of Pokolbin County of Northumberland and being the whole of the land in Certificate of Title Volume 9551 Folio 129.

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SCHEDULE 5—*continued.*

LAND VESTED IN THE FELLOWSHIP BY SECTION 6—*continued.*

Congregation.	Particulars of Title.
Willoughby.	All that land in Lots 40 and 41, Section 1 in a Subdivision of land of David Etherington Parish of Willoughby County of Cumberland and being the whole of the land described in Conveyance Registered Book 569 No. 159.
Wollongong.	All that land in part of allotment 4 Section 2 of Charles Throsby Smith's Grant Parish of Wollongong County of Camden and being the whole of the land described in Conveyance Registered Book 3209 No. 626. All that land in Lot 8 in Deposited Plan No. 12417 Parish of Wollongong County of Camden and being the whole of the land in Certificate of Title Volume 4903 Folio 183.

Sec. 6.

SCHEDULE 6.

ADDITIONAL LAND VESTED IN THE FELLOWSHIP BY SECTION 6.

Location of Property.	Particulars of Title.
On Hazelbrook Creek and known as "Camp Fletcher".	All that land in Portion 89, Parish of Woodford County of Cook and being the whole of the land in Crown Grant Volume 1284 Folio 71.
At Summer Hill.	All that land in part of Lot 5 of the Canterbury Estate Parish of Petersham County of Cumberland and being the whole of the land described in Conveyance Registered Book 1238 No. 889.

SCHEDULE

*Fellowship of Congregational Churches (New South Wales)
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SCHEDULE 7.

Sec. 9.

LAND VESTED IN TRUSTEES BY SECTION 9.

Congregation.	Particulars of Title.	Trustees.
Denistone Congregational Church.	All that land in Lot 1 in Deposited Plan No. 212770 Parish of Hunters Hill County of Cumberland being the whole of the land in Certificate of Title Volume 9232, Folio 27.	Leslie George Bennett, Ruby Flora Evelan L a n d e r, a n d Douglas Norman Cavanagh.
	All that land in Lot 2 in Deposited Plan No. 212770 Parish of Hunters Hill County of Cumberland being the whole of the land in Certificate of Title Volume 9232, Folio 28.	
Engadine Congregational Church.	All that land in Lot 14, Section A in Deposited Plan No. 10933 Parish of Heathcote County of Cumberland being the whole of the land in Certificate of Title Volume 4192 Folio 32.	Colin George Jones, Garry Charles Martin, Brian Francis Shortman, and Lesley George Wallace.

In the name and on behalf of Her Majesty I assent to this Act.

A. R. CUTLER,
Governor.

*Government House,
Sydney, 15th April 1977.*

