

"A"

This and the following 5 pages is the annexure marked "A" referred to in the affidavit of Symon Waters sworn this 12th day of March 2022 before me: [Signature]

Form 43 (version 1)
UCPR 3.6.11

JUDGMENT/ORDER

COURT DETAILS

Court Supreme Court
Division Equity Division
List General
Registry Sydney
Case number 5454/09



TITLE OF PROCEEDINGS

First plaintiff **PATRICIA CLEARY**
Number of plaintiffs 4


First defendant **RECY KYPRI**
Number of defendants 6

DATE OF JUDGMENT/ORDER

Date made or given 27 November 2009
Date entered 27 November 2009

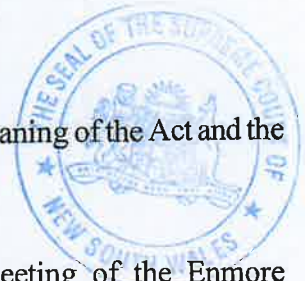
TERMS OF JUDGMENT OR ORDER

THE COURT ORDERS THAT:

- 1. By consent, each party to pay ^{their} his/ her/ its own costs. 

THE COURT NOTES THE AGREEMENT BETWEEN THE PARTIES TO THE EFFECT THAT:

- 2. The committee meeting of the Enmore Spiritualist Church Inc held on 19 November 2009 at Level 29, Chifley Tower, 2 Chifley Square, Sydney was a valid meeting of the committee of the Church for the purposes of the *Associations Incorporations Act 1984 (the Act)* and the Constitution of the Church.
- 3. Each of the resolutions/ motions passed at the committee of the Enmore Spiritualist Church Inc held on 19 November 2009 at Level 29, Chifley Tower, 2 Chifley Square, Sydney are valid and effective within the meaning of the Act and the Constitution of the Church.
- 4. The purported special general meeting of the Enmore Spiritualist Church Inc held in the front garden of the Church premises at 2 London Street, Enmore on 10 September 2009 was not a



- validly convened meeting of the members of the Church within the meaning of the Act and the Constitution of the Church.
5. None of the resolutions passed at a purported special general meeting of the Enmore Spiritualist Church Inc held in the front garden of the Church premises at 2 London Street, Enmore on 10 September 2009 were valid resolutions of the membership of the Church within the meaning of the Act and the Constitution of the Church.
 6. None of the persons who were purportedly appointed as financial members of the Enmore Spiritualist Church Inc at the purported special general meeting of the members of the Church held in the front garden of the Church premises at 2 London Street, Enmore on 10 September 2009 have been validly appointed as members of the Church within the meaning of the Act and the Constitution of the Church.
 7. None of the purported newly appointed members of the Church or financial members of the Church who were purportedly appointed to the office of the "interim committee" of the Enmore Spiritualist Church Inc at the purported special general meeting of the Church members held in the front garden of the Church premises at 2 London Street, Enmore on 10 September 2009 have been validly elected to the office of the committee of the Church within the meaning of the Act and the Constitution of the Church.
 8. Only those persons whose names are listed on the schedule to these declarations and orders are validly appointed members of the Enmore Spiritualist Church Inc within the meaning of the Act and the Constitution of the Church as at the date of this declaration of right.
 9. Each of the first, second, third, fourth and fifth defendants, whether by themselves, their servants, agents or licensees, deliver up to the Enmore Spiritualist Church Inc, by effecting delivery to the plaintiffs' solicitors, Turner Freeman, of Level 16, 111 Elizabeth Street, Sydney all monies of the Church, books of account of the Church, keys to Church premises or any other Church property in the possession, custody or control of any and all of the first, second, third, fourth and fifth defendants within 10 days of the date of this order.
 10. Each of the first, second, third, fourth and fifth defendants, by themselves, their servants, agents and licensees, be and are hereby permanently restrained from entering upon any Church premises or taking possession, custody or control of any of the Church property or monies of



the Church which is not already in their possession, custody or control after the date of this injunction.

11. Each of the first, second, third, fourth and fifth defendants, by themselves, their servants, agents or licensees, be and are hereby permanently restrained from calling, holding or otherwise procuring the holding of a special general meeting of the membership of the Enmore Spiritualist Church Inc. at 2 London Street, Enmore or at any other place.

12. There be no order as to costs of any of the parties to these proceedings to the intent that he/
she/^{or will bear} it ^{or} pay his/ her/ its own costs.

The court notes the following agreement between the parties:

13. The plaintiffs agree to procure, in their capacity as the Committee of sixth defendant (the Church), that the Church will hold its Annual General Meeting on or about 4 February 2010 at the Church premises at Enmore (hereafter "the AGM").

14. The plaintiffs agree to give the first to fifth defendants 21 days notice in writing of the holding of the AGM.

15. The first to fifth defendants will be entitled to:

- (a) Re-apply for membership on the Church; and
 - (b) Speak to the membership in support of their application for membership;
- at the AGM.

16. The plaintiffs will, in their capacity as the Committee of the Church:

- (a) Abide by any decision of the membership at the AGM in respect of the application for membership of the first to fifth defendants to the Church;
- (b) Give their imprimatur to any decision to grant membership to the first to fifth defendants in accordance with rule 6 of the Constitution of the Church.

17. The parties agree that, in the event that the fifth defendant, Norman Power, produces to the plaintiffs documentary evidence that he is a current financial member of the Church, on or before the holding of the AGM, the plaintiffs will agree that he is a member of the Church.

18. The parties agree that no Special General Meeting of the membership of the Church will be held on 3 December 2009 or indeed on any other date prior to the AGM in 2010.

SEAL AND SIGNATURE

Court seal

Signature

Capacity

Date



DEPUTY REGISTRAR

11 DEC 2009

[Include the following section if the document is to be provided to the Registrar for sealing under UCPR 36.12]

PERSON PROVIDING DOCUMENT FOR SEALING UNDER UCPR 36.12

Name	Plaintiffs
Legal representative	Armando John Gardiman Turner Freeman Level 16, St James Centre 111 Elizabeth Street SYDNEY NSW 2000
Legal representative reference	FMD:\M105760.154
Contact name and telephone	Foezullah Dewan 02 8222 3333

PARTY DETAILS

PLAINTIFFS' CLAIM

Plaintiffs

PATRICIA CLEARY

First plaintiff

MIRANDA MCCARTHY

Second plaintiff

MATILDA VILA

Third plaintiff

CAROLINE ALLEN

Fourth plaintiff

Defendants

RECY KYPRI

First defendant

WENDY HEMINGTON

Second defendant

CHOREL MAREE TERELINCK

Third defendant

SYMN WATERS

Fourth defendant

NORMAN POWER

Fifth defendant

**ENMORE SPIRITUALIST CHURCH
INCORPORATED**

Sixth defendant



SCHEDULE

NAMES OF VALID MEMBERS OF THE CHURCH

Rev. Patricia Cleary (Life Member)	Miranda McCarthy (aka Mandy Miami)
Rev. Marcia Quinton (Life Member)	Jill Morrison
Miguel Alves	Susan Morrison
Tess Anderson	Maria Oliveria
Marlene Bartolo	Sonya Oliveria
Barbara Blair	Liliana Pinto
Barbara Briggs	Halyna Schan
Wayne Curtis	John Smythe
Laurie Dwyer	Caroline Allen
Nola Evans	Kate Stentiford
Frances Grace	Mark Symons
Sally Hatch	Mary Trewella
John Laws	Matilda Vila
Jon Lindsay	Kerrie Sevenoaks
Kathryn McDermott	James Anderson Morris



FILED
SUPREME COURT
OF N.S.W.
23 JUN 2010
1529.57

"B"

2

APPLICATION FOR ASSESSMENT OF SOLICITOR/CLIENT COSTS

IN THE SUPREME COURT OF NEW SOUTH WALES
AT SYDNEY

COMMON LAW DIVISION

This and the following 107 pages
is the annexure marked ".....B....."
referred to in the affidavit of

Sydney Notes
sworn this 12th day of March 2022
before me: *[Signature]*

MANAGER COSTS ASSESSMENT

Assessment Number: 2020/156454

Costs Applicants: ~~PETER RICHARD TYSON~~, ARMANDO JOHN GARDIMAN,
CHRISTOPHER MARK DAWSON, TERENCE LOUIS GOLDBERG,
THADY ANDREW ARNOLD BLUNDELL trading as
TURNER FREEMAN

Costs Respondents: ENMORE SPIRITUALIST CHURCH INCORPORATED,
REVEREND PATRICIA CLEARY, CAROLINE ALLEN,
MIRANDA MCCARTHY, MATILDA VILA

1. The Applicants apply to have this matter referred to a costs assessor.

~~2. COSTS OF RETAINED PRACTITIONER WHERE APPLICATION FOR ASSESSMENT MADE BY INSTRUCTING PRACTITIONER~~

- (a) The costs which are the subject of this application were included in the retained practitioner's bill of costs dated. . . . , a copy of which is attached.
- (b) There is no costs agreement between the client and the retained practitioner.
- (c) There is a costs agreement between the instructing and retained practitioners (copy attached) or there is no costs agreement between the instructing and retained practitioners.
- (d) I make the following objections to the bill of costs
Note: Objections on the ground that it does not comply with any costs agreement to be so identified.

.....
.....

- (e) The following additional information is provided that is relevant to the assessment of fair and reasonable costs in this matter:

.....

OR

2. **COSTS OF PRACTITIONER WHERE THAT PRACTITIONER IS THE APPLICANT**

- (a) The costs which are the subject of this application were included in my bill of costs dated 13 May 2010, a copy of which is attached. The bill was given to the client on 14 May 2010....in the following manner:

by sending it by pre-paid post to their respective addresses.

- (b) The bill of costs was given at least 30 days prior to the making of this application.

OR

- (b) ~~An application for assessment of the bill of costs has already been made by~~

- (c) There is a costs agreement between myself and the client (copy attached) / ~~There is no costs agreement between myself and the client.~~

- (d) The following disclosures about costs were made to the client in accordance with the Act:

see enclosed costs agreements dated 14 September 2009 ... and 19 November 2009

- 3. The costs have been ~~fully paid~~/part paid in the sum of \$ 20,165.10 /not paid.

[In the case of part payment, a copy of any receipt given for payment is to be attached.]

- 4. The amount of costs in dispute is the whole bill / ~~is the costs for the following services (being \$.....)~~:

\$152,950.83

[The amount of costs in dispute is the total amount of costs for those legal services in respect of which the costs claimed are disputed by the party liable to pay them.]

5. The addresses for the service of notices on the Applicant, Respondent and any interested parties are the following:

Applicants: ~~PETER RICHARD TYSON~~, ARMANDO JOHN GARDIMAN,
CHRISTOPHER MARK DAWSON, TERENCE LOUIS GOLDBERG,
THADY BLUNDELL trading as TURNER FREEMAN


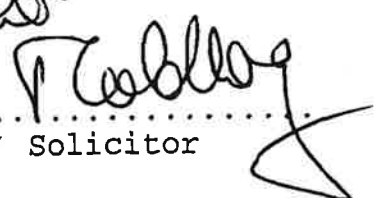
c/- TURNER FREEMAN
Solicitors
Level 16
111 Elizabeth Street
SYDNEY NSW 2000
Tel: 8222 3333
Fax: 8222 3349
DX: 152 Sydney
Ref: TLG/105330

Respondents: ENMORE SPIRITUALIST CHURCH INCORPORATED,
REVEREND PATRICIA CLEARY, CAROLINE ALLEN,
MIRANDA MCCARTHY, MATILDA VILA

c/- 2/6 Albert Street
NORTH PARRAMATTA NSW 2151.

6. The Applicants authorise the costs assessor to whom this matter is referred to have access to, and to inspect all my documents that are held by us, or by any barrister or solicitor concerned, in relation to this matter.
7. The Applicants certify that there is no reasonable prospect of settlement of this matter. Attached hereto are copies of relevant correspondence in relation to settlement of the issue of costs and disbursements.

DATE:

By  *Ms Amanda Cochrane*
.....
Applicants' Solicitor 

Reverend Patricia Cleary, Caroline Allen,
Miranda McCarthy and Matilda Vila and
Enmore Spiritualist Church Incorporated
2/6 Albert Street
NORTH PARRAMATTA NSW 2151.

DR TO: TURNER FREEMAN
Lawyers
Level 16
111 Elizabeth Street
SYDNEY NSW 2000
Tel: 8222 3333
Fax: 8222 3349
DX: 152 Sydney

Re: Enmore Spiritualist Church Incorporated & Ors
Supreme Court Proceedings No. 5454 of 2009

Our Ref: TLG/105760

Solicitor/client bill of costs in itemised form

TO: Reverend Patricia Cleary, Caroline Allen,
Miranda McCarthy and Matilda Vila and
Enmore Spiritualist Church Incorporated

The Legal Profession Act 2004 requires the following advice to be given:

We reserve the right pursuant to the Legal Profession Act 2004 to claim interest on the amount of unpaid costs and disbursements in accordance with the terms of the Costs Agreement dated 14/09/09, or pursuant to S.321 of the Legal Profession Act 2004 (NSW), such interest to commence no earlier than 30 days after service of this Bill of Costs and at the rate prescribed under the Supreme Court Act 1970 in respect of unpaid judgments of the Supreme Court in the event that such costs remain unpaid 30 days or more after the giving of this Bill of Costs.

You may apply to have the costs claimed in this bill assessed under Division 11 of the Legal Profession Act 2004. Any such application for assessment must be made within 12 months from the date when this bill of costs was served on you.

You may apply to have the Costs Agreement dated 14/09/09 set aside under S.328 of the Legal Profession Act 2004 on the basis that it is not fair and reasonable.

You may apply to have a costs dispute mediated under S.336 of the Legal Profession Act 2004 where the amount in dispute is less than \$10,000.00. Referral to mediation is not permitted after an application for assessment has been accepted by the Manager, Costs Assessment.

If a lump sum bill of costs is given to you, you have a right to ask for an itemised bill of costs. An itemised bill of costs might include items of costs not previously taken into account in preparing the lump sum bill thereby increasing the total costs claimed. If an itemised bill of costs is required, we reserve the right to rely on the itemised bill of costs as the final bill.

Dated this 13th day of May 2010
Parth Anand. Caroline Jeynes
P. Caldwell
Solicitor
Principal or Partner of Turner Freeman

FORM 3

FORM OF NOTIFICATION OF CLIENT'S RIGHTS

(Clause 111A)

Your rights in relation to legal costs

The following avenues are available to you if you are not happy with this bill:

- * requesting an itemised bill
- * discussing your concerns with us
- * having our costs assessed
- * applying to set aside our costs agreement

There may be other avenues available in your State or Territory (such as mediation).

For more information about your rights, please read the fact sheet titled "*Your right to challenge legal costs*". You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).

ITEM NO.	DATE	PARTICULARS	AMOUNT
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NARRATIVE

1. In this matter, we acted for Enmore Spiritualist Church Incorporated ("the Church"), Reverend Patricia Cleary, Caroline Allen, Miranda McCarthy and Matilda Vila **collectively and as individuals** in relation to provision of advice relating to matters involving the internal affairs of the Committee of the Church and advice re preservation of Church assets. The Church had one substantial asset only being the Church premises at Enmore.

2. Prior to 12/06/09 the committee members of the Church were Cleary, Allen, McCarthy, Vila, Symn Waters, Chores Terelinck and Wendy Hemington. On 12/06/09 a committee meeting was held and a resolution passed removing Waters, Terelinck and Hemington as committee members and as members of the Church. On 10/09/09 the removed members and other persons attended at the Church premises and attempted to break into the Church and to take possession of the premises. They also threatened the members and the police had to be called to assist. Later, security guards were retained to protect the premises. Again, on 11/09/09 persons arrived at the Church premises seeking confrontation.

3. We took instructions throughout the matter from various members of the Church as abovementioned. On 14/09/09 a committee meeting was held at our offices and a resolution passed providing instructions to act for the Church and the committee members to issue letters to all members of the Church advising of the temporary closure of the Church to protect it from breakin and damage. We also forwarded individual letters to each of Waters, Terelinck, Hemington and Kypri.

ITEM NO.	DATE	PARTICULARS	AMOUNT
4.		Counsel was briefed to advise on the prospects of success in obtaining an injunction, re the terms of orders to be sought and to identify the Defendants to be joined. We prepared the draft Affidavits of Terence Goldberg, Patricia Cleary, Caroline Allen, Miranda McCarthy and Matilda Vila and forwarded the drafts to Counsel to settle.	
5.		Arrangements were made for a special committee meeting to take place on 02/10/09 and, in view of previous concerns as to safety, we also arranged for an independent minute taker to attend and for the meeting to be held at the Law Society meeting rooms in the presence of an independent observer, being a solicitor nominated by the Law Society. That solicitor was Robert Lopich.	
6.		We liaised at length with our clients in relation to irregularities in meetings and continuing disputes over membership. Ultimately, we took instructions to commence proceedings by way of Summons filed 25/11/09. At the same time we filed a Notice of Motion seeking ex parte interlocutory orders re leave to file in court the Notice of Motion returnable instanter, the Summons, the Affidavits of Terence Goldberg sworn 24/11/09 (with Exhibits comprising over 280 pages) and Affidavit sworn 25/11/09, the Affidavit of Patricia Cleary sworn 24/11/09 and proposed Short Minutes of Orders x 2 re short service of Orders and re listing of Summons on 01/12/09 seeking orders re injunctions against each of five Defendants. The issues to be determined in the Summons were -	
		<ol style="list-style-type: none"> 1. validity of various meetings 2. who is a valid member of the Church 3. when a meeting can be held with valid members of the Church. 	

ITEM NO.	DATE	PARTICULARS	AMOUNT
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7. We attended at court on 25/11/09 when leave was given to file the said documents and the Summons and Notice of Motion were listed for return on 27/11/09. We arranged for personal service on each of the named Defendants. Counsel had been briefed to advise and settle documents and we attended at length with Counsel on a number of occasions to finalise court documents and relevant correspondence. We also attended on occasions at the meetings of the Church which generally involved substantial disruption and concern for people and property.

8. We prepared for and on 27/11/09 attended in court before Bergin CJ instructing Counsel on the hearing when final Judgment/Orders were entered providing -

1. the committee meeting of the Church on 19/11/09 was valid for purposes of the Associations Incorporations Act
2. each resolution passed was valid within the meaning of the Act and Constitution
3. the purported special meeting on 10/09/09 was not validly convened
4. none of the resolutions of 10/09/09 were validly passed
5. none of the members re 10/09/09 were validly appointed
6. none of the members appointed to interim committee were validly appointed
7. only those persons named in the Schedule to the Orders are valid members
8. each of the five Defendants are to deliver to Turner Freeman books of accounts, keys and any other Church property
9. each of the Defendants was permanently restrained from entering the Church premises or taking control of any property
10. each of the Defendants was restrained from calling meetings
11. each party to bear its own costs.

ITEM NO.	DATE	PARTICULARS	AMOUNT
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9. We then oversaw actions attempting to have the said orders complied with and enforced. Throughout the matter, considerable time and attention was provided to individual clients and to the business of the Church in circumstances where there was extensive and vocal disputation between the parties to the proceedings and later between member clients and this led to additional time and costs being incurred in relation to the variety of issues and disputes which had to be dealt with concurrently and involving several parties.

ITEM NO.	DATE	PARTICULARS	AMOUNT
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Professional work in this matter is time costed and calculated by way of minimum units of six minutes per unit in accordance with the provisions of the Costs Agreement entered into between the firm of solicitors and the client dated 14/09/09.

Professional work in this matter was performed by

Terry Goldberg, Partner - \$475 per hour

Foez Dewan, Associate - \$300 per hour

and all items of professional work claimed in this bill are claimed on behalf of the said practitioners unless otherwise indicated.

Para legal assistance was provided as required and is claimed at the rate of \$140 per hour or part thereof.

Clerical assistance was provided as required and is claimed at the rate of \$120 per hour or part thereof.

In this bill claims for perusal encompass more than simply the reading of a document. *Betts v Cleaver* (1872 LR 7 Ch App 513) is authority for the submission that "perusal" is not the mere reading of a document. "It is the consideration of its contents and the application of the solicitor's legal knowledge as to the bearing of such contents."

Perusals in the context of this bill include the time taken to retrieve the subject file, to read the text of the document, to consider its implications within the context of the proceedings and to consider further action required in the proceedings.

ITEM NO.	DATE	PARTICULARS	AMOUNT
1	18/08/09	Perusal of letter from Waters addressed to Church members calling for special general meeting and dissolution of all committee member roles (1 page) - 1 unit Terry Goldberg ("1/tg")	47.50
2	31/08/09	Perusal of letter from Jon Lindsay ("Jon") advising of his concerns over Waters and other members attempting to take control of Church and its premises and re contents of letter sent to members by Waters - 1/tg	47.50
3	31/08/09	Letter to Jon requesting he forward copy of letter sent by Waters - 1/pl	14.00
4	31/08/09	Telephone attendance on Jon being advised re Church property held by Trust previously and details to be provided - 1/pl	14.00
5	10/09/09	Telephone attendance on Jon taking instructions re demonstration action by Waters, Hemington, Terelinck and Kypri at the Church on 10/09/09 including attempts to break into Church premises, re concerns as to damage to premises in future and re urgent action required including notices to be sent to members and security guards to be arranged - 3/tg	142.50
6	10/09/09	Attendance to obtain and review relevant provisions of Associations Incorporation Act - 5/tg	237.50
7	10/09/09	Attendances on Newtown Police Station re actions being taken by parties seeking to break into Church and re assistance required - 10/tg	475.00
8	10/09/09	Attendances on Jon during the day re actions taken by police to protect Pat and Church property - 10/tg	475.00
Sub Total			1,453.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
9	11/09/09	Perusal of letter from Jon advising re his discussions with Pat re providing security for Church premises and re proposal to close Church temporarily; advising re his discussions with Newtown Police re protection; requesting preparation of letter to be sent to members and re identity of members to be notified including email contact of members Waters, Terelinck, Hemington and Isaacs and re involvement of Kypri (2 pages) - 3/tg	142.50
10	11/09/09	Letter to Jon advising of preparation of draft letter to members and advising on continuing security for Church premises 1/tg	47.50
11	11/09/09	Attendances to obtain and peruse LPI search of premises at Enmore - 2/tg	95.00
12	11/09/09	Letter to Jon advising of letter of warning to be sent to specific members 1/tg	47.50
13	11/09/09	Perusal of letter from Jon advising of attendance at Church to change locks and further re matters to be addressed in letter to be sent to members - 1/tg	47.50
14	11/09/09	Telephone attendance on Pat re instructions for action to be taken to warn Church members re closure of Church and protection of property - 3/tg	142.50
15	11/09/09	Draft letter to Church members advising Committee members have taken the decision to close the Church temporarily to secure Church premises for future use of members; confirming membership of the Church does not confer proprietary rights to property on members; advising any attempt to enter the premises may be a breach of the law including provisions of the Crimes Act - 5/tg	237.50
16	11/09/09	Letter to Jon enclosing copy above draft letter to members for approval to finalise - 1/tg	47.50
17	11/09/09	Perusal of letter from Jon with instructions to finalise draft letter to members - 1/tg	47.50
Sub Total			855.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
18	11/09/09	Letter to Jon requesting he provide updated list of members of Church - 1/tg	47.50
19	11/09/09	Attendance on tele conference with Counsel and Jon re preparation of Affidavit and finalising letter to members - 12/tg	570.00
20	11/09/09	Letter to Symn Waters advising our instructions to act for Enmore Spiritualist Church Inc ("the Church"); noting our instructions in relation to her attendance at a meeting or demonstration outside the Church premises yesterday; noting proposal to attend at Church premises again today to attempt to break into Church and to take possession of same; noting Church is an incorporated association, property is private property held by the Church, noting membership does not provide property rights; noting he was removed as a church and committee member at a meeting on 12/06/09 by binding decision; advising of possible court action to be taken - 10/tg	475.00
21	11/09/09	Circular letter to Wendy Hemington	12.00
22	11/09/09	Circular letter to Chores Terelinck	12.00
23	11/09/09	Circular letter to Sandra Isaacs	12.00
24	11/09/09	Letter to Jon enclosing copies above letters sent to members - 1/pl	14.00
25	11/09/09	Telephone attendance on Jon re further concerns about security of Church property and re arrangements to retain security guards - 3/tg	142.50
26	11/09/09	Telephone attendance on City Guard Protection Services ("City Guard") to ascertain their availability to provide security service at Church - 2/tg	95.00
27	11/09/09	Letter to City Guard confirming our instructions to act for Church, confirming their retainer to provide guard services and requesting they advise of any attempts at unauthorised entry to Church - 1/tg	47.50
Sub Total			1,427.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
28	11/09/09	Letter to Jon enclosing copy above letter to security - 1/pl	14.00
29	11/09/09	Letter to Jon and Caroline requesting copies all Minutes of Meetings, details and notices issued up to meeting of 12/06/09 when members removed, video and photos taken, statement re discussions with Newtown Police re protection required, details of security company, arrangements for meeting with client members for a full day to prepare documents, certified copy of Constitution, details of people present at Church premises yesterday; advising on securing Church premises; requesting they attend for lengthy conference on 14th - 3/tg	142.50
30	11/09/09	Perusal of letter from Waters in response to above letter of warning with copies documents including report of factual findings, Church Constitution, auditor's report, agenda for meeting and Minutes of Meetings and correspondence with former solicitors and other members (41 pages) - 6/tg	285.00
31	11/09/09	Photocopy(ies) above for brief - 41 page(s)	20.50
32	11/09/09	Letter to Jon enclosing copy above letter from Waters for his information 1/pl	14.00
33	12/09/09	Perusal of letter from Terelinck in reply to above letter and including copies correspondence with former solicitors (9 pages) - 2/tg	95.00
34	12/09/09	Perusal of letter from Jon in response to letter and materials received from Waters; advising of change of locks on Church and re further discussions with police re protection and surveillance - 1/tg	47.50
35	12/09/09	Telephone attendance on Counsel (Bevan) to ascertain availability to accept brief and advising re issues involved; advising of arrangements for conference with Jon and Church members - 2/tg	95.00
Sub Total			713.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
36	12/09/09	Perusal of letter from Pat and enclosed copy letter dated 12/09/09 received from Waters in response to Pat's letter of 04/09/09; advising grounds for refusing to accept decision to remove him as member of the Church and of the committee and outlining alleged breaches of the Church Constitution (3 pages) - 1/tg	47.50
37	12/09/09	Photocopy(ies) above for brief - 3 page(s)	1.50
38	12/09/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
39	13/09/09	Telephone attendance on Pat re arrangements to attend Committee Meeting at our offices tomorrow - 1/tg	47.50
40	14/09/09	Telephone attendance on Counsel (Potter) re issues addressed in brief relating to proposed action in defamation; issues and evidence required from clients - 3/tg	142.50
41	14/09/09	Preparing, typing and checking Brief to Counsel (Bevan) to advise on prospects of success in obtaining injunction, orders to be sought and Defendants to be joined - 10/cd	475.00
42	14/09/09	Photocopies attached to brief - 190 pages at bulk rate of 20c	38.00
43	14/09/09	Letter to Counsel with Brief - 1/pl	14.00
44	14/09/09	Attendance at Church Committee meeting with Pat, Miranda and Matilda when resolution passed re retainer of Turner Freeman to take action to obtain an order for injunction against Symm Waters, Wendy Hemington and Chores Terelinck in Supreme Court - 20/tg	950.00
45	14/09/09	Preparation, arranging typing and checking Minutes of Meeting on 14/09/09 1/tg	47.50
Sub Total			1,777.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
46	14/09/09	Letter to Reverend Patricia Cleary, Caroline Allen, Miranda McCarthy and Matilda Vila confirming our instructions to act for them collectively and as individuals re advice relating to matters involving the internal affairs of the Committee of Enmore Spiritualist Church Incorporated, advice re preservation of Church assets and specifically <u>relating to proceedings to seek injunction</u> ; enclosing copy Costs Agreement for approval, signing and return - no charge	0.00
47	14/09/09	Telephone attendance on Department of Fair Trading re requirements for production of list of Board Members of Church - 1/pl	14.00
48	14/09/09	Perusal of letter from Pat with record of cheque for payment of costs on account - 1/tg	47.50
49	14/09/09	Perusal of letter from Caroline with copy Committee Minutes of Meetings on 03/07/09 (5 pages) - 1/tg	47.50
50	14/09/09	Photocopy(ies) above for brief - 5 page(s)	2.50
51	14/09/09	Perusal of letter from Jon with summary of incidents on 10/09/09 at Church premises and re involvement of Newtown Police - 1/tg	47.50
52	14/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
53	14/09/09	Attendance in conference with Counsel, Cleary, McCarthy, Lindsay, Allen and Vila to consider current issues relating to disputes between members and removal of certain members - 25/tg	1,187.50
54	14/09/09	Travel to court/conference and return - 4/tg	190.00
55	14/09/09	Preparation, arranging typing and checking draft Affidavit of Patricia Cleary re termination of retainer of Boyd House, Solicitors, and appointment of Turner Freeman to act (2 pages) - 1/tg	47.50
Sub Total			1,584.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
56	14/09/09	Photocopy(ies) above for brief - 2 page(s)	1.00
57	14/09/09	Preparation, arranging typing and checking draft Affidavit of Caroline Allen (2 pages) - 1/tg	47.50
58	14/09/09	Photocopy(ies) above for brief - 2 page(s)	1.00
59	14/09/09	Preparation, arranging typing and checking draft Affidavit of Miranda McCarthy (2 pages) - 1/tg	47.50
60	14/09/09	Photocopy(ies) above for brief - 2 page(s)	1.00
61	14/09/09	Preparation, arranging typing and checking draft Affidavit of Matilda Vila (2 pages) - 1/tg	47.50
62	14/09/09	Photocopy(ies) above for brief - 2 page(s)	1.00
63	14/09/09	Preparation, arranging typing and checking draft Affidavit of Terence Goldberg (3 pages) - 10/tg	475.00
64	14/09/09	Photocopy(ies) above for brief - 3 page(s)	1.50
65	14/09/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
66	14/09/09	Telephone attendance on Counsel to revise and settle terms of draft Affidavit of Goldberg - 3/tg	142.50
67	14/09/09	Preparation, arranging typing and checking revised draft Affidavit of Goldberg (4 pages) - 3/tg	142.50
68	14/09/09	Photocopy(ies) above for brief - 4 page(s)	2.00
69	14/09/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
70	15/09/09	Letter to Jon enclosing copy above letter from Waters and requesting he advise of letter from Cleary referred to therein - 1/tg	47.50
Sub Total			985.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
71	15/09/09	Perusal of letter from Jon in response to above letter from Waters relating to validity of meeting to remove Waters and others as members of Church; re breaches of Agreement drafted by auditor - 1/tg	47.50
72	15/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
73	15/09/09	Perusal of letter from Counsel providing Fee Disclosure - no charge	0.00
74	15/09/09	Perusal of letter from Jon with summary of instances of breaking of Mediation Agreement entered into between members (2 pages) - 1/tg	47.50
75	15/09/09	Photocopy(ies) above for brief - 2 page(s)	1.00
76	15/09/09	Perusal of letter from Counsel advising on documents requesting copy of letter from Cleary referred to in letter from Symn of 14/09/09 - 1/tg	47.50
77	15/09/09	Letter to Counsel advising on discussions with clients re provision of documents for inclusion in Affidavits - 1/tg	47.50
78	15/09/09	Letter to Jon advising of conference with Counsel to prepare documents; requesting he provide copies letter of 04/09/09 referred to by Waters, Minutes of purported meeting last week and details of attendances and letters relating to genuine auditor's accounts 1/tg	47.50
79	15/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
80	15/09/09	Perusal of letter from Counsel advising further re issues and documents to be included in Affidavit - 1/tg	47.50
81	15/09/09	Letter to Counsel requesting arrangements for conference to finalise documents and letter - 1/pl	14.00
82	15/09/09	Perusal of letter from Counsel advising re availability for conference - 1/pl	14.00
Sub Total			315.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
83	15/09/09	Preparation, arranging typing and checking Notice of Committee Meeting - 2/tg	95.00
84	15/09/09	Draft letter to Symn Waters referring to documents and information received previously, noting current dispute as to who constitutes duly elected committee, advising our instructions to act for Cleary, Allen, McCarthy and Vila; referring to Mediation Agreement of 14/05/09; noting financial records removed from Church by Waters and Terelinck; noting auditors have produced audited financial records for 2006-2008 to Fair Trading Department; advising no police investigation underway; noting no committee meetings held since 14 May; advising our clients consider Agreement as having been completed on 23/06/09; advising details of (alternatively) repudiation of Agreement by Waters, Hemington, Terelinck and Kypri; advising of resolution of issues by way of proposed meeting; enclosing form of Notice of Meeting of Committee and proposing independent observer be present, proposing meeting take place at Law Society meeting rooms; advising they should arrange for their lawyers to attend; advising of independent minute taker to be present - 10/tg	475.00
85	15/09/09	Photocopy(ies) above for brief - 3 page(s)	1.50
86	15/09/09	Letter to Jon enclosing copy above draft letter for his instructions to finalise - 1/pl	14.00
87	15/09/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
88	15/09/09	Attendance in conference with Counsel to settle draft letter to Defendants including review of Constitution and relevant legislative provisions - 15/tg	712.50
89	15/09/09	Travel to court/conference and return - 4/tg	190.00
Sub Total			1,502.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
90	15/09/09	Perusal of letter from Counsel advising re revisions required to draft letter to Defendants (3 pages) - 1/tg	47.50
91	15/09/09	Perusal of letter from Jon advising re currency of insurance policies and enclosing copies correspondence between Terelinck and CBC Chartered Accountants (10 pages) - 3/tg	142.50
92	15/09/09	Photocopy(ies) above for brief - 10 page(s)	5.00
93	15/09/09	Letter to City Guard advising details of clients who will be directly responsible for payment of accounts for security services - 1/tg	47.50
94	15/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
95	15/09/09	Revised draft letter to Waters & Ors for settling - 1/tg	47.50
96	15/09/09	Photocopy(ies) above for brief - 2 page(s)	1.00
97	15/09/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
98	15/09/09	Letter to Jon enclosing copy revised draft letter to Waters & Ors for instructions to finalise - 1/pl	14.00
99	15/09/09	Perusal of letter from Sandra Isaacs advising she does not accept documents by email - 1/tg	47.50
100	15/09/09	Letter to Counsel re arrangements for meeting of parties and re proposed use of Law Society rooms - 1/pl	14.00
101	16/09/09	Perusal of letter from Counsel re arrangements for attending meeting at Law Society and re need for independent observer - 1/tg	47.50
102	16/09/09	Perusal of letter from Chörel Terelinck ("Chörel") and enclosed copies letters from Nola Evans (member) dated 21/06/09 and 16/09/09 re requirements for reimbursement of expenses and demand to inspect financial records of Church (3 pages) - 1/tg	47.50
Sub Total			476.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
103	16/09/09	Photocopy(ies) above for brief - 3 page(s)	1.50
104	16/09/09	Perusal of letter from Jon advising instructions for additions and revisions to draft letter to Defendants; advising re provision of Minutes of Meeting on 10/09/09 and re issues relating to dismissal of members in July - 1/tg	47.50
105	16/09/09	Photocopy(ies) above for brief - 3 page(s)	1.50
106	16/09/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
107	16/09/09	Perusal of letter from Counsel advising in response to issues raised in above letter from Jon re grounds for removal of members - 1/tg	47.50
108	16/09/09	Telephone attendance on Counsel re terms of advices to clients re grounds for removal of members - 2/tg	95.00
109	16/09/09	Letter to Jon and Caroline in response to their letters with comments on terms of draft letter and agenda for meeting; advising re business to be dealt with at meeting; advising on requirements for procedural fairness in voting to remove committee members; requesting they advise instructions re proposed venue for meeting; responding specifically to issues raised in letter from Jon and re issues relating to Church Constitution - 2/tg	95.00
110	16/09/09	Photocopy(ies) above for brief - 2 page(s)	1.00
111	16/09/09	Letter to Jon and Caroline requesting they advise re proposed time to commence meeting - 1/tg	47.50
112	16/09/09	Perusal of letter from Jon advising on agreement as to time for meeting - 1/tg	47.50
113	16/09/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
Sub Total			412.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
114	16/09/09	Perusal of letter from Waters requesting we call him to discuss issues in dispute - 1/pl	14.00
115	17/09/09	Perusal of letter from Terelinck and enclosed copy letter to Pat requiring production of financial records and copies of correspondence between Boyd House and Terelinck (3 pages) - 1/tg	47.50
116	17/09/09	Photocopy(ies) above for brief - 3 page(s)	1.50
117	17/09/09	Perusal of letter from Pat and enclosed copy letter received from Boyd House & Partners confirming they hold CT to Church premises and will not release same until payment of outstanding costs as per attached account (4 pages) - 1/tg	47.50
118	17/09/09	Photocopy(ies) above for brief - 4 page(s)	2.00
119	17/09/09	Letter to APT Transcription requesting they advise of availability to attend to take minutes of meeting - 1/tg	47.50
120	17/09/09	Facsimile sent - 1 pages(s)	1.50
121	17/09/09	Perusal of letter from Jon confirming all parties available for committee meeting - 1/pl	14.00
122	17/09/09	Letter to Law Society advising our instructions to act for Church, requesting they advise re provision of neutral observer at proposed committee meeting and noting requirement for conference facilities - 1/tg	47.50
123	17/09/09	Facsimile sent - 1 pages(s)	1.50
124	17/09/09	Telephone attendance on Law Society enquiring re nomination of solicitor to attend meeting as requested - 1/tg	47.50
125	17/09/09	Perusal of letter from Law Society requesting further particulars of proposed meeting including any Agreement entered into and parties to be in attendance at meeting - 1/tg	47.50
Sub Total			319.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
126	17/09/09	Facsimile received - 1 page(s)	0.50
127	17/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
128	17/09/09	Letter to President, Law Society advising no Agreement exists but copy of Agenda for Meeting to be provided; advising details of our clients and details of other committee members; advising appointee only to attend as neutral observer and independent person to attend to take minutes - 1/tg	47.50
129	17/09/09	Facsimile sent - 1 pages(s)	1.50
130	17/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
131	18/09/09	Telephone attendance on City Guard re retainer at Church premises to provide protection - 2/tg	95.00
132	18/09/09	Letter to Jon requesting he liaise directly with City Guard re arrangements to provide security at Church premises and to advise proper billing address - 1/tg	47.50
133	18/09/09	Letter to Jon confirming we awaiting nomination of independent observer by Law Society prior to advising Waters & Ors - 1/tg	47.50
134	18/09/09	Letter to Jon advising Pat should ignore a letter sent to her by Terelinck; perusing letter from Jon requesting copy of letter - 1/tg	47.50
135	19/09/09	Perusal of letter from Jon re proposed meeting at Community Hall; advising re Statutory Declarations to be provided; advising re arrangements to pay accounts - 1/tg	47.50
136	19/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
137	21/09/09	Perusal of letter from Jon requesting meeting as soon as possible due to costs being incurred in security guard services; advising re response to letter from Terelinck re access to financial records - 1/tg	47.50
Sub Total			383.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
138	21/09/09	Telephone attendance on Law Society re arrangements for neutral observer to attend committee meeting - 2/tg	95.00
139	21/09/09	Letter to Jon advising re above discussion with Law Society re nomination - 1/pl	14.00
140	21/09/09	Telephone attendance on Law Society re provision of nomination as requested - 1/tg	47.50
141	21/09/09	Letter to President, Law Society, advising we unaware if other committee members to attend meeting; advising issue of approval of attendance of neutral observer and minute taker to be part of business meeting; advising nominated solicitor to be provided with relevant documents on appointment - 2/tg	95.00
142	21/09/09	Facsimile sent - 1 pages(s)	1.50
143	21/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
144	21/09/09	Perusal of letter from City Guard and enclosed tax invoice for security services from 11-13 Sept (\$1,756.15) - 1/pl	14.00
145	21/09/09	Perusal of letter from City Guard and enclosed tax invoice for security services from 12-13 Sept (\$221.65) - 1/pl	14.00
146	21/09/09	Perusal of letter from City Guard and enclosed tax invoice for security services on 14 and 15 September (\$954.80) - 1/pl	14.00
147	22/09/09	Telephone attendance on Law Society being advised they will nominate a solicitor to attend as neutral observer 1/tg	47.50
148	22/09/09	Telephone attendance on Law Society requesting they advise of nomination of solicitor to attend committee meeting - 1/tg	47.50
149	22/09/09	Letter to Jon advising re above discussion with Law Society re nomination - 1/pl	14.00
Sub Total			404.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
150	22/09/09	Perusal of letter from Law Society nominating Robert Lopich as neutral observer at committee meeting - 1/tg	47.50
151	23/09/09	Attendances to prepare letters to Lopich and Bank and reviewing materials as to further proceedings and actions required - 5/tg	237.50
152	23/09/09	Perusal of letter from Robert Lopich confirming his appointment as neutral observer at committee meeting and requesting undertaking re payment of his fees - 1/tg	47.50
153	23/09/09	Letter to Robert Lopich providing undertaking to pay his fees - 1/tg	47.50
154	23/09/09	Perusal of letter from Commonwealth Bank and attached copy Minutes of Meeting on 10/09/09; advising Bank will hold Church funds until dispute resolved (5 pages) - 1/tg	47.50
155	23/09/09	Photocopy(ies) above for brief - 5 page(s)	2.50
156	23/09/09	Letter to clients requesting they confirm availability re date and time for meeting - 1/tg	47.50
157	23/09/09	Perusal of letter from Allen advising details of members' emails for contact 1/pl	14.00
158	23/09/09	Letter to Lopich to confirm meeting on 02/10/09 - 1/pl	14.00
159	23/09/09	Perusal of letter from Jon advising he has arranged for all members to be present at meeting - 1/pl	14.00
160	23/09/09	Letter to Jon to confirm arrangements for meeting - 1/pl	14.00
161	24/09/09	Perusal of letter from Caroline requesting advices re preparation of agenda for committee meeting and re voting off committee members - 1/tg	47.50
162	24/09/09	Telephone attendance on Caroline re timing of forwarding letters to committee members to be voted off - 1/pl	14.00
Sub Total			595.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
163	24/09/09	Draft letter to Waters responding to issues relating to general governance of the Church encompassed in his letters of 22/06/09, re breaches of Mediation Agreement and re provision of audit report; re his letter of 03/08/09; re his letters of 18/08/09 and 24/08/09 purporting to call meeting of committee members; re his letter of 11/09/09 re purported meeting on 10/09/09 and advising we consider meeting invalid; re his letter of 12/09/09; giving notice of Committee Meeting to be held on 02/10/09 at offices of Lopich Lawyers, independent observer; advising details of Resolutions to be put to meeting including removal of members Waters, Hemington, Terelinck and Kypri (4 pages) - 5/tg	237.50
164	24/09/09	Photocopy(ies) above for brief - 4 page(s)	2.00
165	24/09/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
166	24/09/09	Letter to Jon and Caroline with copy draft letter for instructions to finalise - 1/pl	14.00
167	24/09/09	Perusal of letter from Counsel advising on terms of revisions to draft letter to Waters - 1/tg	47.50
168	24/09/09	Perusal of letter from Caroline with copy proposed draft letter to Waters, Terelinck, Hemington and Kypri re proposals for insurance and re members' objections to change of insurance company and re issues as to payment of legal costs - 1/tg	47.50
169	24/09/09	Revised draft letter to Waters as per above instructions (4 pages) - 2/tg	95.00
170	24/09/09	Photocopy(ies) above for brief - 4 page(s)	2.00
171	24/09/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
Sub Total			473.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
172	24/09/09	Letter to Jon and Caroline with copy revised draft letter for instructions to finalise - 1/pl	14.00
173	24/09/09	Perusal of letter from Caroline advising of approval of draft letter - 1/tg	47.50
174	24/09/09	Telephone attendance on Pat to arrange for committee meeting - 1/pl	14.00
175	24/09/09	Telephone attendance on Miranda , McCarthy ("Miranda") to arrange for committee meeting - 1/pl	14.00
176	24/09/09	Telephone attendance on Caroline to arrange for committee meeting - 1/pl	14.00
177	24/09/09	Telephone attendance on Matilda Vila ("Matilda") to arrange for committee meeting - 1/pl	14.00
178	24/09/09	Final form of letter to Waters as per above draft and enclosing copy Notice of Meeting of Committee, letter to Law Society 17/09/09 and letter from Law Society 21/09/09 (4 pages) - 1/tg	47.50
179	24/09/09	Photocopy(ies) enclosed - 3 page(s)	1.50
180	24/09/09	Letter to Recy Kypri enclosing copies above letter to Waters with attachments 1/pl	14.00
181	24/09/09	Photocopy(ies) enclosed - 7 page(s)	3.50
182	24/09/09	Circular letter to Chorel Terelinck	12.00
183	24/09/09	Photocopy(ies) enclosed - 7 page(s)	3.50
184	24/09/09	Circular letter to Wendy Hemington	12.00
185	24/09/09	Photocopy(ies) enclosed - 7 page(s)	3.50
186	24/09/09	Letter to Wise McGrath with above letters for service on Waters, Kypri, Terelinck and Hemington; requesting provision of Affidavits of Service - 1/tg	47.50
187	24/09/09	Letter to Jon enclosing copy above letter to Waters & Ors and requesting he provide copy of same to other members of Church - 1/pl	14.00
Sub Total			276.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
188	24/09/09	Letter to Pat confirming arrangements for committee meeting on 02/10/09 and enclosing copies letter to Waters and copy meeting agenda - 1/tg	47.50
189	24/09/09	Photocopy(ies) enclosed - 2 page(s)	1.00
190	24/09/09	Circular letter to Miranda	12.00
191	24/09/09	Photocopy(ies) enclosed - 2 page(s)	1.00
192	24/09/09	Circular letter to Caroline	12.00
193	24/09/09	Photocopy(ies) enclosed - 2 page(s)	1.00
194	24/09/09	Circular letter to Matilda	12.00
195	24/09/09	Photocopy(ies) enclosed - 2 page(s)	1.00
196	25/09/09	Perusal of letter from Waters and enclosed copies reply to letters of 22/06/09, 03/08/09, 11/09/09, 12/09/09 24/09/09 (6 pages), copy letter from Conti, letter from Allen and copy finalised auditor's report from CBC Partners (12 pages); advising re consent to attending meeting - 5/tg	237.50
197	25/09/09	Photocopy(ies) above for brief - 18 page(s)	9.00
198	25/09/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
199	25/09/09	Letter to Jon enclosing copies above letter from Waters and attachments for his review and further instructions - 1/tg	47.50
200	25/09/09	Preparation, arranging typing and checking Affidavit of Kim Harmsworth re service by post of letter dated 24/09/09 on Symn Waters - 1/tg	47.50
201	25/09/09	Photocopy(ies) Affidavit of Kim Harmsworth for filing, service and brief - 2 x 3 pages - 6 pages	3.00
202	25/09/09	Preparation, arranging typing and checking Affidavit of Kim Harmsworth re service by post of letter dated 24/09/09 on Wendy Hemington - 1/pl	14.00
Sub Total			460.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
203	25/09/09	Photocopy(ies) Affidavit of Kim Harmsworth for filing, service and brief - 2 x 3 pages - 6 pages	3.00
204	25/09/09	Preparation, arranging typing and checking Affidavit of Kim Harmsworth re service by post of letter dated 24/09/09 on Terelinck - 1/pl	14.00
205	25/09/09	Photocopy(ies) annexures to above Affidavit - 8 page(s)	4.00
206	25/09/09	Attendance on deponent to witness swearing Affidavits - 1 unit Foez Dewan ("1/fd")	30.00
207	25/09/09	Photocopy(ies) Affidavit of Kim Harmsworth for filing, service and brief - 10 x 3 pages - 30 pages	15.00
208	26/09/09	Perusal of letter from Jon in response to letter from and issues raised by Waters and re responses to same particularly in relation to truth or otherwise of matters asserted by Waters 1/tg	47.50
209	26/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
210	27/09/09	Perusal of letter from Jon advising of his discussions with other clients re proposed responses to issues raised by Waters; advising re anticipated actions by Waters and re issues related to costs of potential proceedings - 1/tg	47.50
211	27/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
212	27/09/09	Perusal of letter from Waters re objections to service of documents - 1/tg	47.50
213	27/09/09	Photocopy(ies) above for brief - 1 page(s)	0.50
214	28/09/09	Telephone attendance on Symn Waters re complaint as to service of documents - 1/pl	14.00
215	28/09/09	Telephone attendance on Jon to ascertain available dates for meeting 1/pl	47.50
Sub Total			271.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
216	28/09/09	Telephone attendance on Counsel re availability for meeting - 1/pl	47.50
217	28/09/09	Telephone attendance on Robert Lopich re arrangements for meeting and authority to attend - 1/tg	47.50
218	28/09/09	Perusal of letter from Wise McGrath with Affidavits of Service of documents on Kypri, Waters and Hemington; scanning accounts for service - 1/tg	47.50
219	28/09/09	Perusal of letter from Wise McGrath re attempted service of documents on Terelinck; scanning account for same - 1/tg	47.50
220	29/09/09	Perusal of letter from Waters advising his position re legitimacy of meeting held on 10/09/09 allegedly removing our clients as members of the Church; advising his intention with other members to pursue police action against Pat; advising allegations re Pat not complying with Constitution and re entries on blog (2 pages) - 1/tg	47.50
221	29/09/09	Photocopy(ies) above for brief - 2 page(s)	1.00
222	29/09/09	Perusal of letter from Counsel advising re contents of correspondence between various members; advising members should call special meeting urgently and remove Waters & Ors in order for matter to progress - 1/tg	47.50
223	29/09/09	Letter to Counsel in reply to above letter re convening meeting - 1/tg	47.50
224	30/09/09	Perusal of letter from Wise McGrath and enclosed Affidavits of Service of letters on Waters, Kypri and Hemington; scanning accounts for service - 1/tg	47.50
225	30/09/09	Perusal of letter from Wise McGrath advising of attempts to serve letter on Terelinck and requesting further information re her location - 1/tg	47.50
226	30/09/09	Letter to Wise McGrath enclosing payment of service fees - 1/pl	14.00
Sub Total			442.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
227	30/09/09	Attendance on Mr. Waters when he delivered documents and advised of complaints re Solicitor's behaviour - 1/pl	14.00
228	01/10/09	Perusal of letter from Caroline requesting advices re preparations for meeting tomorrow; letter to Caroline in reply - 1/tg	47.50
229	01/10/09	Attendances on Pat and Caroline re further advice; attending on Dewan re tasks to be undertaken - 6/tg	285.00
230	01/10/09	Attendance to review file and discussions with Goldberg re conduct of matter - 2/fd	60.00
231	02/10/09	Attendances to review file materials in preparation for hearing including discussions with Goldberg - 20/fd	600.00
232	02/10/09	Telephone attendance on Lopich re arrangements to attend meeting - 1/fd	30.00
233	02/10/09	Attendance at meeting with clients and Lopich and with independent minute taker to review issued in dispute between parties and conducting vote on resolutions for removal of members as committee members and Church members - 18/fd	540.00
234	02/10/09	Travel to court/conference and return - 6/fd	180.00
235	02/10/09	Perusal of letter from Jon advising re letters sent to members and re people on members list; advising of his concerns about possible violence of some members - 1/tg	47.50
236	02/10/09	Perusal of letter from Caroline noting she is acting secretary for Church and re records being kept of mailouts - 1/tg	47.50
237	06/10/09	Telephone attendance on Lopich re preparation of Minutes of Meeting - 1/fd	30.00
238	06/10/09	Telephone attendance on Goldberg re discussions with Lopich and outcome of meeting - 2/fd	60.00
Sub Total			1,941.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
239	07/10/09	Perusal of letter from Robert Lopich with form of Minutes of Meeting on 02/10/09 for comment (3 pages) - 2/fd	60.00
240	07/10/09	Attendances to amend Minutes of Meetings and cross referencing with notes taken - 10/fd	300.00
241	07/10/09	Letter to Robert Lopich enclosing form of Minutes of Meetings with requests for revisions - 1/fd	30.00
242	07/10/09	Perusal of letter from Robert Lopich with amendments to Minutes of Meetings (3 pages) - 1/fd	30.00
243	07/10/09	Photocopy(ies) above for brief - 3 page(s)	1.50
244	08/10/09	Letter to clients advising re further proceedings to implement resolutions passed at meeting on 02/10/09 - 1/tg	47.50
245	08/10/09	Letter to Jon and Caroline advising neutral observer has finalised Minutes; advising of preparation of draft letter to be sent to Waters & Ors - 1/tg	47.50
246	08/10/09	Preparation, arranging typing and checking draft Undertaking to be sent to removed members - 1/tg	47.50
247	08/10/09	Photocopy(ies) above for brief - 2 page(s)	1.00
248	08/10/09	Perusal of letter from Jon re provision of costs on account - 1/tg	47.50
249	08/10/09	Perusal of letter from Caroline advising re dates when she not available for meeting - 1/pl	14.00
250	08/10/09	Draft letter to Waters & Ors noting they failed to attend meeting on 02/10/09; enclosing copy Minutes of Meetings and noting removal as member of Church and member of committee; enclosing copy Undertaking for signing and return - 1/tg	47.50
251	08/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
252	08/10/09	Letter to Counsel enclosing copies draft documents to update brief (copies already claimed) - 1/pl	14.00
Sub Total			688.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
253	08/10/09	Letter to Jon and Caroline enclosing copy draft Undertaking for approval and finalising - 1/tg	47.50
254	08/10/09	Perusal of letter from Caroline re her comments on contents of Minutes of Meeting - 1/fd	30.00
255	08/10/09	Letter to Lopich re amendments required to Minutes of Meetings as advised by Caroline - 2/fd	60.00
256	08/10/09	Letter to Caroline re amendments to be made to Minutes of Meetings - 2/fd	60.00
257	09/10/09	Perusal of letter from Caroline and attached copy letter dated 09/10/09 received from Waters demanding vacation of Church premises and forwarding of keys to Boyd House - 1/tg	47.50
258	09/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
259	09/10/09	Preparation of summary of Meeting on 02/10/09 (7 pages) - 36/fd	1,080.00
260	09/10/09	Photocopy(ies) above for brief - 7 page(s)	3.50
261	09/10/09	Letter to Jon and Caroline enclosing copy notes summarising meeting for comment - 1/fd	30.00
262	09/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
263	09/10/09	Telephone attendance on Lopich re amendments to be made to Minutes of Meeting - 1/fd	30.00
264	12/10/09	Perusal of letter from Caroline/Jon with comments on summary of meeting - 1/fd	30.00
265	12/10/09	Perusal of letter from Jon with instructions for finalising Undertaking 1/fd	30.00
266	12/10/09	Letter to Jon and Caroline requesting instructions re committee members to be sent letter and their contact details - 1/tg	47.50
Sub Total			1,510.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
267	12/10/09	Telephone attendance on Counsel to settle draft forms of Undertaking and letter to Waters & Ors - 1/tg	47.50
268	12/10/09	Perusal of letter from Caroline requesting advices re Minutes of Meetings to be provided - 1/pl	14.00
269	12/10/09	Letter to Caroline advising we awaiting receipt of Minutes of Committee meeting of 02/10/09 - 1/pl	14.00
270	12/10/09	Perusal of letter from Caroline requesting further information relating to provision of Minutes of Meetings on 02/12/09 - 1/pl	14.00
271	12/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
272	12/10/09	Letter to Jon and Caroline advising re finalising of letter to Waters and re response to Boyd House re alleged notice to vacate premises - 1/tg	47.50
273	12/10/09	Telephone attendance on Lopich re finalising form of Minutes of Meetings 2/fd	60.00
274	12/10/09	Perusal of letter from Robert Lopich with final form of Minutes of Meeting on 02/10/09 - 1/fd	30.00
275	12/10/09	Photocopy(ies) above for brief - 2 page(s)	1.00
276	12/10/09	Letter to Jon and Caroline with final form of Minutes of Meetings for signing by Pat and return - 1/fd	30.00
277	12/10/09	Telephone attendance on Caroline re terms of final form of Minutes of Meetings - 2/fd	60.00
278	12/10/09	Perusal of letter from Caroline with signed copy Minutes of Meeting - 1/pl	14.00
279	12/10/09	Final form of letter to Waters as per revised draft and enclosing Undertaking for signing and return; also enclosing copy Minutes of Meeting on 02/10/09 - 5/tg	237.50
280	12/10/09	Photocopy(ies) enclosed - 4 page(s)	2.00
281	12/10/09	Circular letter to Terelinck	12.00
Sub Total			597.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
282	12/10/09	Photocopy(ies) enclosed - 4 page(s)	2.00
283	12/10/09	Circular letter to Hemington	12.00
284	12/10/09	Photocopy(ies) enclosed - 4 page(s)	2.00
285	12/10/09	Circular letter to Kypri	12.00
286	12/10/09	Photocopy(ies) enclosed - 4 page(s)	2.00
287	12/10/09	Photocopy(ies) above for brief - 5 page(s)	2.50
288	12/10/09	Letter to Jon and Caroline enclosing copies above letters to members - 1/pl	14.00
289	12/10/09	Perusal of letter from Jon re matters to be addressed in proposed letter to Mr. Conti and specifically re issue of insurance of Church - 1/tg	47.50
290	12/10/09	Letter to Jon re matters to be addressed in letter to Mr. Conti and requesting further member addresses for contact - 1/tg	47.50
291	12/10/09	Letter to Mr. Conti of Boyd House referring to their letter to Terelinck of 17/09/09 and letter from Waters of 12/10/09; requesting their urgent advice re their position in acting for Church members and indicating our view as to conflict of interest in their continuing to act - 2/tg	95.00
292	12/10/09	Facsimile sent - 1 pages(s)	1.50
293	12/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
294	12/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
295	13/10/09	Perusal of letter from Boyd House confirming they do not consider they are acting for any member of the Church past or present - 1/tg	47.50
296	13/10/09	Facsimile received - 2 page(s)	1.00
297	13/10/09	Photocopy(ies) above for brief - 2 page(s)	1.00
Sub Total			302.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
298	13/10/09	Letter to Counsel advising of correspondence received re Defendants continuing action against Church and re volume of correspondence to be forwarded; requesting his further advices - 1/tg	47.50
299	14/10/09	Perusal of letter from Jon advising re payment of funds on account of costs; advising instructions re letter to be sent to alleged elected "members" re invalidity of alleged election; re their obtaining financial records and warning to be issued re conduct - 1/tg	47.50
300	14/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
301	15/10/09	Letter to Jon and Caroline enclosing copies above letters and Undertakings for their information - 1/pl	14.00
302	15/10/09	Perusal of letter from Caroline re provision of copies of documents to be provided to other client members - 1/pl	14.00
303	15/10/09	Letter to Counsel enclosing copies correspondence received between 11/09/09 and 12/10/09 x 15 for brief - 1/tg	47.50
304	15/10/09	Perusal of letter from Caroline advising details of address for members 1/pl	14.00
305	15/10/09	Telephone attendance on Caroline being requested to call to advise on proposed discussions with Newtown police - 1/pl	14.00
306	15/10/09	Attendances liaising between Newtown Police, Jon and Caroline re concerns as to safety of Church property and disruptions of meetings - 18/tg	855.00
307	16/10/09	Perusal of letter from Counsel advising of review of updated briefed materials and advising re additional materials and information required to assist in preparing court documents - 1/tg	47.50
308	16/10/09	Letter to Counsel advising re further materials and information being obtained from clients - 1/tg	47.50
Sub Total			1,149.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
309	16/10/09	Perusal of letter from Counsel advising re materials required in support of issue re claim that meeting was invalid 1/pl	14.00
310	16/10/09	Letter to clients requesting they provide updated list of Church members as required by Counsel - 1/pl	14.00
311	16/10/09	Perusal of letter from Defendants' Solicitors (Pigott Stinson) advising their instructions to now act for Waters, Terelinck, Kypri and Hemington and requesting we take no further action at present - 1/tg	47.50
312	16/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
313	16/10/09	Perusal of letter from Jon and attached updated list of members - 1/tg	47.50
314	16/10/09	Photocopy(ies) above for brief - 2 page(s)	1.00
315	16/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
316	16/10/09	Letter to clients enclosing copy above letter from Pigott Stinson for their information - 1/pl	14.00
317	16/10/09	Perusal of letter from Robert Lopich with enclosed copy tax invoice for attending at Meeting - 1/pl	14.00
318	19/10/09	Perusal of letter from Jon advising of contact from journalist re publication of story and letter to Jon advising re same - 1/tg	47.50
319	19/10/09	Perusal of letter from Counsel requesting details of date when Defendants elected to positions on the Committee; advising date being February 2009 - 1/pl	14.00
320	19/10/09	Telephone attendance on Jon re arrangements for meeting and issue of Notices and Proxy forms - 1/tg	47.50
Sub Total			275.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
321	19/10/09	Perusal of letter from Jon advising specific instructions re irregularities and breaches of Constitution relating to Defendants' meeting as asserted by Waters; advising on related issues re conduct of Church matters and details of irregularities in the minutes referred to by Waters; re errors in Waters' assertions re membership list; re issues as to insurance cover and involvement of Mr. Conti in providing advices on issue to Waters; re telephone calls of dubious nature received from Hemington; re funds provided to Kypri to assist with cancer treatment; advising original Minutes missing and being amended by Waters - 2/tg	95.00
322	19/10/09	Photocopy(ies) above for brief - 2 page(s)	1.00
323	19/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed); requesting advices on contents of letter from Defendants' Solicitors - 1/tg	47.50
324	19/10/09	Telephone attendance on Jon to ascertain how the title of "Reverend" is allocated - 1/pl	14.00
325	19/10/09	Letter to Counsel advising term "Reverend" is appointed by Church and noting Pat is President of the Church - 1/pl	14.00
326	19/10/09	Letter to Jon requesting confirmed instructions re correct membership list to be relied on, re provision of copies of membership applications, details of place of meeting on 10/09/09, details of procedures at meeting, re provenance of each list; re parties to be included in Statement of Claim and re arrangements for verification of Statement of Claim by Plaintiffs - 2/tg	95.00
327	19/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
Sub Total			267.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
328	19/10/09	Perusal of letter from Jon advising replies to above queries re correct membership list, re provision of membership lists, re details of meeting on 10/09/09 and change of locks by members and other matter - 1/tg	47.50
329	19/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
330	19/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
331	20/10/09	Perusal of letter from Jon advising re discussion with journalist; letter advising he should discuss with us before speaking to journalist - 1/tg	47.50
332	20/10/09	Perusal of letter from Counsel and enclosed draft Statement of Claim (43 pages); advising re finalising same including specific instructions as to identity of parties to be included in proceedings - 15/tg	712.50
333	20/10/09	Draft letter to clients advising of preparation of court documents to commence proceedings; requesting they confirm instructions re parties to be named as Plaintiffs, re parties to be named as Defendants; advising re terms of proposed Notice of Motion to seek expedition; advising of proposals for payment of costs and re recovery of party/party costs; advising we consider current structure of Church as an Incorporated Association is not appropriate and should be altered and requesting they advise of instructions re same - 5/tg	237.50
334	20/10/09	Photocopy(ies) above for brief - 2 page(s)	1.00
335	20/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
Sub Total			1,074.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
336	20/10/09	<p>Perusal of letter from Pigott Stinson dated 19/10/09 advising their instructions to act for Waters, Terelinck, Kypri and Hemington; referring to correspondence sent to those parties; advising their instructions re primary issues in dispute being -</p> <ol style="list-style-type: none"> 1. purported removal as members 2. validity of Special General Meeting held 10/09/09 3. unaccounted monies 	285.00
		<p>putting submissions in relation to each issue and dealing also with terms of Agreement reached 14/05/09, Church blog, form of Undertaking sent to members; advising their instructions to accept service of documents; putting proposals for outline of Agreement; advising their clients should not be contacted directly in future (6 pages) 6/tg</p>	
337	20/10/09	Photocopy(ies) above for brief - 6 page(s)	3.00
338	20/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
339	20/10/09	Letter to clients enclosing copy above letter from Pigott Stinson for review and instructions to reply - 1/pl	14.00
340	20/10/09	Photocopy(ies) enclosed - 6 page(s)	3.00
341	20/10/09	Telephone attendance on Jon requesting provision of copy Model Rules and records relating to registration of Church to assist in finalising court documents - 1/pl	14.00
342	21/10/09	Letter to Counsel re revision and amendments to draft Statement of Claim; perusing letter from Counsel in reply and dealing with issue raised by Defendants re denial of natural justice 1/tg	47.50
343	21/10/09	Perusal of letter from Defendants' Solicitors and attached copy of letter from Jon; requesting we advise clients not to contact them directly - 1/tg	47.50
Sub Total			428.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
344	21/10/09	Telephone attendance on Counsel re terms of proposed response to Pigott Stinson - 2/tg	95.00
345	21/10/09	Telephone attendance on Caroline re instructions to respond to matters addressed in letter from Pigott Stinson 2/tg	95.00
346	21/10/09	Telephone attendance on Robert Lopich to ascertain his availability to attend as neutral observer on next Annual General Meeting - 1/tg	47.50
347	21/10/09	Telephone attendance on Jon advising of preparation of court documents and advising he should not deal directly with Defendants' Solicitors; advising re proposed issue of Subpoenas for Production to obtain computer records - 2/tg	95.00
348	21/10/09	Letter to clients confirming court documents being prepared; requesting instructions to appoint Jon as single point for instructions - 1/tg	47.50
349	21/10/09	Perusal of letter from Jon advising re matters to be addressed in proposed Subpoenas for Production; advising re same; advising he should tell Pat not to speak to any journalists at present 1/tg	47.50
350	21/10/09	Telephone attendance on Marie Sanson of Inner West Courier advising this firm acts for clients and re no comment to be made regarding Church dispute at present - 2/pl	28.00
351	21/10/09	Preparation, arranging typing and checking transcript of above conversation - 3/pl	42.00
352	21/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
353	21/10/09	Letter to Jon advising re allegations to be addressed in Statement of Claim relating to "persistently and wilfully acting in a manner prejudicial to the interests of the Association" - 1/tg	47.50
Sub Total			545.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
354	22/10/09	Preparation, arranging typing and checking Schedules of Grounds for Removal including details of allegations of misconduct (7 pages) - 30/tg	1,425.00
355	22/10/09	Letter to Jon enclosing copy Counsel's draft Statement of Claim for their review and instructions to finalise - 1/tg	47.50
356	22/10/09	Draft letter to Pigott Stinson in response to their letter of 19/10/09 re formalities of meeting on 02/10/09 and resolution to remove members; disputing their assertions re validity of meeting and resolution; re issues arising from Special General Meeting on 10/09/09; advising re expenditure of funds and disputing assertions as to "unaccounted moneys"; advising details of published defamations re theft (16/04/09), assault (22/06/09), vilification and abuse (28/06/09), inconsistencies requiring police investigations (29/06/09), breaches and failure to account (30/06/09), inconsistencies and financial discrepancies re police investigation (10/07/09), failure to bank Church moneys (24/08/09), failure to account for Church moneys (11/09/09) and failure to account for Church moneys (25/09/09); disputing report of CBC Partners of 23/06/09 is an "audited" report but merely an accounting report; re failure to comply with Agreement of 14/05/09; re assertions made in relation to Church blog; re form of Undertaking sent to members; noting their instructions to accept service of documents; enclosing copy Schedule of Allegations of Misconduct to be relied on; giving notice of Committee Meeting on 19/11/09 at offices of Robert Lopich (6 pages) - 20/tg	950.00
357	22/10/09	Photocopy(ies) above for brief - 6 page(s)	3.00
Sub Total			2,425.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
358	22/10/09	Letter to Jon requesting he provide copies of documents related to audited accounts and details of accountant - 1/pl	14.00
359	22/10/09	Perusal of letter from Jon advising re availability of documents with audited accounts and details of relevant auditor in Chan & Naylor - 1/pl	14.00
360	22/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
361	22/10/09	Telephone attendance on Pat advising we require copies of audited financial reports and being referred to Maggie Dai for copies - 1/tg	47.50
362	22/10/09	Telephone attendance on Maggie Dai ("Maggie") advising our instructions to act for clients and re requirements for provision of documents relating to audited financial reports - 2/tg	95.00
363	22/10/09	Letter to Maggie requesting they forward copies audit reports of Church for 2006-2008 - 1/tg	47.50
364	22/10/09	Perusal of letter from Maggie advising re providing copies of audit reports as requested - 1/tg	47.50
365	22/10/09	Perusal of letter from Maggie and attached audited financial accounts 2006-2008 (24 pages) - 5/tg	237.50
366	22/10/09	Photocopy(ies) above for brief - 24 page(s)	12.00
367	22/10/09	Telephone attendance on Jon discussing contents of financial audit and re preparation of same by Chan Naylor of Pymble - 2/tg	95.00
368	22/10/09	Letter to Counsel enclosing copy financial audit and re further information to be obtained from Jon re preparation of same - 1/tg	47.50
369	22/10/09	Perusal of letter from Counsel and attached settled draft letter to Defendants' Solicitors and advising re finalising same - 1/tg	47.50
Sub Total			719.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
370	22/10/09	Letter to Jon requesting additional information re preparation of financial audit - 1/tg	47.50
371	22/10/09	Perusal of letter from Jon advising further information re materials used in preparing financial audit and contact details of accountants; advising re persons in vicinity of Church - 1/tg	47.50
372	22/10/09	Letter to Counsel enclosing copy above letter from Jon for response - 1/pl	14.00
373	22/10/09	Perusal of letter from Counsel advising re matters addressed in letter from Jon 1/tg	47.50
374	23/10/09	Perusal of letter from Meena Sharma of Chan & Naylor and reviewing attached copies financial statements provided to Pat for 2006-2008 (23 pages) - 4/tg	190.00
375	23/10/09	Photocopy(ies) above for brief - 23 page(s)	11.50
376	23/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
377	23/10/09	Perusal of letter from Counsel noting financials are audited - 1/tg	47.50
378	23/10/09	Perusal of letter from Jon with summary of infractions of Church Constitution by each of Waters, Terelinck, Kypri and Hemington (5 pages) - 3/tg	142.50
379	23/10/09	Photocopy(ies) above for brief - 5 page(s)	2.50
380	23/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
381	23/10/09	Telephone attendance on Counsel re terms of proposed letter to Pigott Stinson, revision of same and of Schedules to comprise form of Agenda for Special Meeting on 19/11/09 and issues raised in above letter from Jon re infractions by Defendants - 4/tg	190.00
Sub Total			768.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
382	23/10/09	Perusal of letter from Counsel advising re issues raised in above letter from Jon re infractions and extent to which same can be incorporated in Statement of Claim - 1/tg	47.50
383	23/10/09	Attendances to review financial statements 2006-2008 to assist in preparing Schedules - 4/fd	120.00
384	23/10/09	Attendances assisting in drafting above including discussions with Goldberg re same - 7/fd	210.00
385	23/10/09	Photocopy(ies) above for brief - 5 page(s)	2.50
386	23/10/09	Preparation, arranging typing and checking Schedule of Resolutions to be moved at meeting on 19/11/09 (1 page) - 3/tg	142.50
387	23/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
388	23/10/09	Perusal of letter from Counsel with revised draft of letter to Pigott Stinson - 1/tg	47.50
389	23/10/09	Revised draft letter to Pigott Stinson as discussed with Counsel (6 pages) - 4/tg	190.00
390	23/10/09	Photocopy(ies) above for brief - 6 page(s)	3.00
391	23/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
392	23/10/09	Letter to clients with copy revised draft letter to Pigott Stinson for approval - 2/tg	95.00
393	24/10/09	Perusal of letter from Counsel with revised settled form of letter to Pigott Stinson and advising re time limits involved - 1/tg	47.50
394	24/10/09	Perusal of letters (x 3) from Jon with comments on final draft of letter to Pigott Stinson; advising re change of locks at Church premises; re receipt of threatening letters from Waters with further allegations of fraud by Pat - 1/tg	47.50
Sub Total			967.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
395	24/10/09	Perusal of letter from Jon with comments on form of draft Statement of Claim - 1/tg	47.50
396	24/10/09	Photocopy(ies) above for brief - 3 page(s)	1.50
397	24/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed); noting Defendants still threatening clients and Church premises - 1/tg	14.00
398	26/10/09	Preparation, arranging typing and checking draft Schedule 1 specifying Eight Grounds with particulars for current members seeking removal of other members from office and from the Church (5 pages) - 20/tg	950.00
399	26/10/09	Telephone attendance on Counsel re finalising letter to Pigott Stinson and Schedules - 3/tg	142.50
400	26/10/09	Telephone attendance on Jon re finalising letter to Pigott Stinson - 1/tg	47.50
401	26/10/09	Perusal of letter from Counsel advising clients must convene meeting in order to pass resolution re filing Statement of Claim - 1/tg	47.50
402	26/10/09	Letter to Pigott Stinson, being final form of letter as per revised drafts (7 pages) - 2/tg	95.00
403	26/10/09	Photocopy(ies) enclosed - 6 page(s)	3.00
404	26/10/09	Photocopy(ies) above for brief - 13 page(s)	6.50
405	26/10/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
406	26/10/09	Letter to Jon with final form of letter to Pigott Stinson; requesting arrangements for Pat to attend to provide instructions for Affidavit - 1/tg	47.50
407	26/10/09	Photocopy(ies) enclosed - 13 page(s)	6.50
Sub Total			1,423.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
408	26/10/09	Letter to Jon advising re finalising of Statement of Claim and re approval required from Pat to file and serve same - 1/tg	47.50
409	27/10/09	Telephone attendance on Counsel re final form of letter to clients seeking instructions on commencement of proceedings - 2/tg	95.00
410	27/10/09	Final form of letter to clients seeking instructions on commencement of proceedings and recovery of costs - 1/tg	47.50
411	27/10/09	Perusal of letter from Jon requesting advice re signing of above letter by Pat approving instructions re commencement of proceedings - 1/pl	14.00
412	28/10/09	Telephone attendance on Jon re press publication of story relating to dispute - 1/pl	14.00
413	28/10/09	Letter to Jon advising re dispute being settled in court, not in local press - 1/tg	47.50
414	28/10/09	Telephone attendance on Pat to ascertain correct updated membership list - 1/pl	14.00
415	28/10/09	Perusal of article from Inner West Courier re Church dispute - 1/tg	47.50
416	28/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
417	28/10/09	Letter to Counsel noting reference to publication by Inner West Courier; perusal of letter from Counsel re letter to be sent re possible defamation - 1/tg	47.50
418	29/10/09	Attendances to review draft Schedules and consultations with Counsel re finalising same and re matters to be addressed in court documents - 20/tg	950.00
419	29/10/09	Letter to Robert Lopich enclosing payment of fees for attending as neutral observer at meeting - 1/pl	14.00
Sub Total			1,339.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
420	29/10/09	Telephone attendance on Tim Elliott of Sydney Morning Herald being requested to provide information for story to be published - 2/pl	28.00
421	29/10/09	Telephone attendance on Jon re having any further discussions with journalists - 1/pl	14.00
422	29/10/09	Preparation, arranging typing and checking transcript of above discussion with Elliott - 1/pl	14.00
423	29/10/09	Photocopy(ies) above for brief - 1 page(s)	0.50
424	30/10/09	Perusal of letter from Tim Elliott requesting provision of statement re dispute - 1/pl	14.00
425	30/10/09	Telephone attendance on Meena of Church accountants being advised financial accounts were not formally audited by signed by a partner of the company - 1/tg	47.50
426	30/10/09	Letter to Counsel advising of above discussion with accountants; perusing letter from Counsel re using financial accounts as provided - 1/tg	47.50
427	30/10/09	Attendances further dealing with various media enquiries including consultations with Gallaway and Jon re appropriate responses to same - 13/tg	617.50
428	03/11/09	Perusal of letter from Chan Naylor confirming financial accounts not formally audited but prepared from information provided by Pat - 1/tg	47.50
429	03/11/09	Photocopy(ies) above for brief - 1 page(s)	0.50
430	03/11/09	Letter to Counsel enclosing copies documents for brief - 1/pl	14.00
Sub Total			845.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
431	03/11/09	Telephone attendance on Counsel re current status of proceedings and re response to media enquiries - 3/tg	142.50
432	04/11/09	Perusal of letter from Pigott Stinson in reply to our letter of 26/10/09; putting counter proposals for possible settlement of issues in dispute between parties including arrangements for Special Meeting of Church and issues to be dealt with thereat; advising re matters arising from publication of story about dispute in Sydney Morning Herald; requesting details of any court action to be commenced (3 pages) - 2/tg	95.00
433	04/11/09	Photocopy(ies) above for brief - 3 page(s)	1.50
434	04/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
435	04/11/09	Letter to clients enclosing copy above letter from Pigott Stinson for review and instructions to reply - 1/pl	14.00
436	04/11/09	Photocopy(ies) enclosed - 3 page(s)	1.50
437	04/11/09	Telephone attendance on Counsel re terms of proposed response to Pigott Stinson - 2/tg	95.00
438	04/11/09	Telephone attendance on Caroline re instructions to respond to matters addressed in letter from Pigott Stinson 4/tg	190.00
439	04/11/09	Letter to Chan Naylor, accountants, requesting they provide notes of meeting with CBC accountants and Waters; perusal of letter advising no notes available - 2/tg	95.00
Sub Total			648.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
440	05/11/09	Draft letter to Pigott Stinson in response to their letter of 03/11/09 re removal of their clients as members of Church, re further Special General Meeting and issues re "stacking" Church membership; re response to their assertions re Model Rule 12; noting their clients' decision not to withdraw false allegations; advising instructions to accept service of any documents; noting date of proposed meeting on 19/11/09 and further action to await outcome of meeting (3 pages) - 15/tg	712.50
441	05/11/09	Photocopy(ies) above for brief - 3 page(s)	1.50
442	05/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
443	05/11/09	Letter to clients enclosing copy draft letter for instructions to finalise - 1/tg	47.50
444	05/11/09	Perusal of letter from Caroline re approval of draft letter to Pigott Stinson - 1/tg	47.50
445	05/11/09	Letter to Inner West Courier advising instructions to act, advising published article contains incorrect and defamatory statements and requiring apology - 1/tg	47.50
446	05/11/09	Facsimile sent - 1 pages(s)	1.50
447	05/11/09	Photocopy(ies) above for brief - 1 page(s)	0.50
448	06/11/09	Telephone attendance on Counsel re revising above draft letter to Pigott Stinson - 4/tg	190.00
449	06/11/09	Telephone attendance on Jon re instructions to respond to letter from Pigott Stinson - 3/tg	142.50
450	06/11/09	Telephone attendance on Pat taking instructions to respond to matters raised in letter from Pigott Stinson - 5/tg	237.50
Sub Total			1,442.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
451	06/11/09	Letter to Pigott Stinson in final form as discussed above - 4/tg	190.00
452	06/11/09	Facsimile sent - 3 pages(s)	4.50
453	06/11/09	Photocopy(ies) above for brief - 3 page(s)	1.50
454	06/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
455	06/11/09	Perusal of letter from person purporting to be circular from Church member Norman Power; letter to Jon and Caroline enclosing copy letter and requesting clarification of same - 2/pl	28.00
456	06/11/09	Perusal of letter from Jon re involvement of Norm Power in putting out letter to members - 1/tg	47.50
457	06/11/09	Perusal of letter from Caroline re comments on letter from Norm Power - 1/tg	47.50
458	06/11/09	Photocopy(ies) above for brief - 2 page(s)	1.00
459	06/11/09	Perusal of letter from Caroline re involvement of Norm Power in putting out letter to members - 1/tg	47.50
460	06/11/09	Perusal of summary of James Gallaway discussions with Tim Elliott re newspaper article - 1/tg	47.50
461	06/11/09	Photocopy(ies) above for brief - 1 page(s)	0.50
462	06/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
463	07/11/09	Perusal of letter from Counsel advising re breach of confidentiality by Tim Elliott in discussions with Gallaway - 1/tg	47.50
464	14/11/09	Perusal of letter from Jon and enclosed copy Notice from Norm Power purporting to convene Special Meeting on 03/12/09 with Notice and Proxy forms (5 pages) - 2/tg	95.00
465	14/11/09	Photocopy(ies) above for brief - 5 page(s)	2.50
Sub Total			588.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
466	14/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
467	17/11/09	Perusal of letter from Waters addressed to Pat dated 17/11/09 re alleged aspersions as to his background and re comments on various blogs (3 pages) - 1/tg	47.50
468	17/11/09	Photocopy(ies) above for brief - 3 page(s)	1.50
469	17/11/09	Letter to Robert Lopich requesting he advise of availability to attend on Special Meeting of Church on 19/11/09 and enclosing copies correspondence with Pigott Stinson for his information 2/fd	60.00
470	17/11/09	Photocopy(ies) enclosed - 32 page(s)	16.00
471	17/11/09	Letter to Jon and Caroline enclosing copy above letter to Lopich - 1/fd	30.00
472	17/11/09	Perusal of letter from Jon advising re involvement of Norm Waters in calling for meeting; advising details of Waters' website; advising re requirements as to removal of members at next meeting on 19th and requesting advices re same - 2/fd	60.00
473	17/11/09	Photocopy(ies) above for brief - 1 page(s)	0.50
474	17/11/09	Letter to Jon advising entitlements as to removal of members at meeting on 19th and re need for further meeting thereafter - 1/tg	47.50
475	17/11/09	Letter to clients giving formal notice of meeting on 19/11/09 and enclosing copy letter to Pigott Stinson of 26/10/09 outlining proposed Motions - 3/tg	142.50
476	18/11/09	Attendances to obtain and review copies Schedule 1 to Associations Incorporation Act and copy of Model Rules (17 pages) - 5/fd	150.00
477	18/11/09	Perusal of letter from Jon and Caroline advising re arrangements made with members to attend meeting - 1/pl	14.00
Sub Total			583.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
478	18/11/09	Telephone attendance on Jon re documents to be provided at meeting and arrangements to attend - 1/fd	30.00
479	18/11/09	Perusal of letter from Caroline and attached copy letter from Norm Power and requesting advice re response to same - 1/tg	47.50
480	18/11/09	Photocopy(ies) above for brief - 1 page(s)	0.50
481	18/11/09	Perusal of letter from Jon with his comments on material from Powers and continuing allegations against Pat - 1/tg	47.50
482	18/11/09	Letter to clients referring to recent correspondence with Pigott Stinson (copies attached) and materials from Norm Power; enclosing copies Schedule 1 to Associations Incorporation Act and copy of Model Rules for there review; advising of actions required to comply with Rules in attempting to remove members; requesting they provide copy old Trust Deed; requesting details of parties who have attempted to break into the Church; requesting updated list of members; requesting further information re matters addressed in article published in the press; advising re possible proceedings to seek injunction against Norm Power and re further proceedings (3 pages) - 8/tg	380.00
483	18/11/09	Photocopy(ies) enclosed - 25 page(s)	12.50
484	18/11/09	Photocopy(ies) above for brief - 28 page(s)	14.00
485	18/11/09	Attendances on Jon, Pat, Kitson and Kingsley re terms of above letter and re preparations for and matters to be addressed at meeting - 20/tg	975.00
486	18/11/09	Perusal of letter from Caroline re order of resolutions to be passed at meeting; letter replying to query - 1/tg	47.50
Sub Total			1,554.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
487	19/11/09	Preparation, arranging typing and checking form of Authority to appoint Jon as agent for purposes of dealing with firm - 1/fd	300.00
488	19/11/09	Attendance at Special Meeting of Church to witness various actions of members and non members and observing passing of resolutions - 10/tg	475.00
489	19/11/09	Travel to court/conference and return - 6/tg	285.00
490	19/11/09	Attendance at Special Meeting of Church to witness various actions of members and non members and observing passing of resolutions - 10/fd	300.00
491	19/11/09	Travel to court/conference and return - 6/fd	180.00
492	19/11/09	Telephone attendance on Lopich re attendance at meeting and preparation of records - 1/fd	30.00
493	19/11/09	Perusal of letter from Counsel re arrangements for conference tomorrow - 1/pl	14.00
494	19/11/09	Letter to client with revised Costs Agreement for their approval, signing and return (returned 30/11/09) - no charge	0.00
495	19/11/09	Perusal of letter from Caroline with instructions re matters raised in above letter from Waters - 1/tg	47.50
496	19/11/09	Telephone attendance on Counsel to arrange conference - 1/pl	14.00
497	20/11/09	Perusal of letter from Caroline advising details of meeting held on 19/11/09 and resolutions passed (3 pages) - 1/tg	47.50
498	20/11/09	Photocopy(ies) above for brief - 3 page(s)	1.50
499	20/11/09	Attendance in conference with Counsel to consider matters arising from meeting on 19/11/09 and re further conduct of proceedings relating to Church business - 30/tg	1,425.00
Sub Total			3,119.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
500	20/11/09	Travel to court/conference and return - 4/tg	190.00
501	20/11/09	Attendance in conference with Counsel to consider matters arising from meeting on 19/11/09 and re further conduct of proceedings relating to Church business - 20/fd	600.00
502	20/11/09	Travel to court/conference and return - 4/fd	120.00
503	20/11/09	Perusal of letter from Waters addressed to Pat dated 20/11/09 re alleged invalidity of Special Meeting held on 19/11/09 (2 pages); perusing similar letter to Pat from Terelinck (2 pages), from Kypri (2 pages) and from Hemington (2 pages) - 2/tg	95.00
504	20/11/09	Photocopy(ies) above for brief - 8 page(s)	4.00
505	20/11/09	Perusal of letter from Jon and enclosed copy old Trust Deed and advising of change of name of Church - 2/tg	95.00
506	20/11/09	Telephone attendance on Jon re issues arising from meeting - 2/fd	60.00
507	20/11/09	Perusal of letter from Robert Lopich and enclosed copies Minutes of Meeting on 19/11/09 (6 pages) - 2/tg	95.00
508	20/11/09	Photocopy(ies) above for brief - 6 page(s)	3.00
509	20/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
510	20/11/09	Letter to Jon and Caroline enclosing copy Minutes of Meetings for approval, signing and return - 1/pl	14.00
511	23/11/09	Perusal of letter from Counsel and enclosed drafts of Statement of Claim (35 pages), Notice of Motion (4 pages), Affidavit of Terence Goldberg (9 pages), draft Short Minutes of Orders x 2 (7 pages) for instructions to finalise; advising on proposed application for short service of documents - 20/tg	950.00
Sub Total			2,240.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
512	23/11/09	Attendances to review file materials to prepare for conferences and re preparation of documents for proceedings - 65/tg	3,087.50
513	23/11/09	Letter to Counsel requesting advices re attachments to Affidavits as finalised 1/tg	47.50
514	23/11/09	Perusal of letter from Counsel advising re attachments to Affidavit and re preparation of Tender Bundle if proceedings continue - 1/tg	47.50
515	23/11/09	Letter to Counsel confirming correspondence to be included in court documents - 1/tg	47.50
516	23/11/09	Telephone attendance on Jon to arrange conference with him and Pat - 1/pl	14.00
517	23/11/09	Attendances to prepare for and then in conference with Jon and Pat taking instructions to prepare Affidavits and to finalise court documents - 22/fd	660.00
518	23/11/09	Preparation, arranging typing and checking draft Affidavit of Patricia Cleary (12 pages) - 30/tg	1,425.00
519	23/11/09	Photocopy(ies) above for brief - 12 page(s)	6.00
520	23/11/09	Perusal of letter from Legal Services Commission dated 18/11/09 advising of complaint received from Waters re conduct of this firm in acting for Church and its members; requesting further information re issues raised by Waters; perusing enclosed copies Complaint and letters from Waters (33 pages) - 6/tg	285.00
521	23/11/09	Photocopy(ies) above for brief - 33 page(s)	16.50
522	23/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
523	23/11/09	Perusal of letter from Counsel advising re response to letter from Legal Services Commissioner (LSC) - 1/tg	47.50
Sub Total			5,698.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
524	23/11/09	Perusal of letter from Caroline requesting we advise re arrangements to attend to provide statement - 1/pl	14.00
525	24/11/09	Attendances to review materials to prepare for conferences and considering matters to be addressed in preparing court documents - 28/tg	1,330.00
526	24/11/09	Letter to LSC advising instructions to act for clients and responding to their letter of 18/11/09 re complaints made by Church members; advising basis of parties' dispute and re history of harassment; noting Waters is not our client; enclosing copies correspondence between this firm and Pigott Stinson; advising complaint is vexatious and without foundation - 3/tg	142.50
527	24/11/09	Photocopy(ies) enclosed - 8 page(s)	4.00
528	24/11/09	Photocopy(ies) above for brief - 2 page(s)	1.00
529	24/11/09	Letter to clients x 4 enclosing copy above letter to LSC for their information - 2/pl	28.00
530	24/11/09	Perusal of letter from Waters addressed to Pat dated 24/11/09 re alleged invalidity of meeting on 19/11/09 (2 pages) - 1/tg	47.50
531	24/11/09	Photocopy(ies) above for brief - 2 page(s)	1.00
532	24/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
533	24/11/09	Perusal of letter from Counsel with settled form of Affidavit of Patricia Cleary (12 pages) - 2/tg	95.00
534	24/11/09	Preparation, arranging typing and checking final form of Summons, including Schedule (10 pages) - 4/tg	190.00
Sub Total			1,867.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
535	24/11/09	Photocopy(ies) Summons for filing, service and brief - 10 x 3 pages - 30 pages	15.00
536	24/11/09	Preparation, arranging typing and checking final form of Notice of Motion seeking ex parte interlocutory orders re leave to file in court this Notice of Motion returnable instanter, Summons, Affidavits of Terence Goldberg sworn 24/11/09 with Exhibits and 25/11/09, Affidavit of Patricia Cleary sworn 24/11/09 (10 pages) and proposed Short Minutes of Orders re short service of Orders and re listing of Summons on 01/12/09 seeking orders re injunctions against each of five Defendants (4 pages) - 2/tg	95.00
537	24/11/09	Photocopy(ies) Notice of Motion for filing, service (2), Affidavits of Service (6) and brief - 4 x 9 pages - 36 pages	18.00
538	24/11/09	Preparation, arranging typing and checking final form of Undertaking (2 pages) - 1/tg	47.50
539	24/11/09	Photocopy(ies) Undertaking for filing, service (2), Affidavits of Service (6) and brief - 2 x 9 pages - 18 pages	9.00
540	24/11/09	Preparation, arranging typing and checking final form of Affidavit of Terence Goldberg (10 pages), including cross referencing with Exhibits - 10/tg	475.00
541	24/11/09	Preparation, arranging typing and checking Index to Exhibits to above Affidavit (7 pages) - 10/tg	475.00
542	24/11/09	Photocopy(ies) Exhibits to Affidavit - 286 page(s) at bulk rate of 20c	57.20
543	24/11/09	Attendance to check and swear Affidavit 1/tg	47.50
544	24/11/09	Attendance on deponent to witness swearing Affidavit - 1/fd	30.00
545	24/11/09	Photocopy(ies) Affidavit of Terence Goldberg for filing, service and brief 303 x 3 pages - 909 pages at bulk rate of 20c	181.80
Sub Total			1,451.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
546	24/11/09	Preparation, arranging typing and checking final form of Affidavit of Patricia Cleary (12 pages) - 3/tg	142.50
547	24/11/09	Photocopy(ies) annexures - 7 page(s)	3.50
548	24/11/09	Attendance on deponent to witness swearing Affidavit - 1/fd	30.00
549	24/11/09	Photocopy(ies) Affidavit of Patricia Cleary for filing, service and brief - 19 x 3 pages - 57 pages	29.50
550	24/11/09	Attendances throughout the day attending in conferences with clients and Goldberg and assisting with drafts of court documents - 95/fd	2,850.00
551	24/11/09	Letter to clients x 4 confirming their instructions to obtain interim injunction to prevent further meetings, including meeting proposed by Powers; advising of mandatory Undertakings to be provided by prospective Plaintiffs; advising re method of calculating damages of proceedings; requesting they consider issues and provide their further instructions re proceeding with application for injunction - 2/tg	95.00
552	24/11/09	Photocopy(ies) above for brief - 1 page(s)	0.50
553	24/11/09	Attendances on Lit Support to arrange for additional copies of documents including delivery, collation and payment of account - 5/pl	70.00
554	25/11/09	Preparation, arranging typing and checking final form of Affidavit of Terence Goldberg (3 pages) - 5/tg	237.50
555	25/11/09	Photocopy(ies) annexures to Affidavit - 3 page(s)	1.50
556	25/11/09	Attendance to check and swear Affidavit 1/tg	47.50
557	25/11/09	Attendance on deponent to witness swearing Affidavit - 1/fd	30.00
558	25/11/09	Photocopy(ies) Affidavit of Terence Goldberg for filing, service and brief 6 x 3 pages - 18 pages	9.00
Sub Total			3,546.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
559	25/11/09	Attendance to file Summons, Notice of Motion, Affidavits of Terence Goldberg sworn 24/11/09 and 25/11/09 and of Patricia Cleary sworn 24/11/09 - 3/cl	36.00
560	25/11/09	Letter to Counsel enclosing copies documents as filed and re availability of service copies at court today - 1/tg	47.50
561	25/11/09	Attendance to deliver above documents to Counsel - 3/cl	36.00
562	25/11/09	Attendance in conference with Counsel to prepare for hearing and revising form of Orders - 13/tg	617.50
563	25/11/09	Attendance in court before Bergin CJ instructing Counsel on hearing - 20/tg	975.00
564	25/11/09	Travel to court/conference and return - 4/tg	190.00
565	25/11/09	Attendance in conference with Counsel to prepare for hearing - 13/fd	390.00
566	25/11/09	Attendance in court before Bergin CJ instructing Counsel when leave granted to file Summons restricted to corporate governance issues and directions entered; matter listed for directions on 27/12/09; thereafter attending at registry to take out orders - 50/fd	1,500.00
567	25/11/09	Travel to court/conference and return - 4/fd	120.00
568	25/11/09	Letter to Recy Kypri enclosing copies documents filed 25/11/09 including Summons, Notice of Motion, Affidavit of Terence Goldberg sworn 24/11/09 with Exhibits, Affidavit of Patricia Cleary sworn 24/11/09, Affidavit of Terence Goldberg sworn 25/11/09, Undertaking of Recy Kypri and Order dated 25/11/09; noting matter listed in court on 27/11/09 - 2/fd	60.00
569	25/11/09	Circular letter to Wendy Hemington	12.00
570	25/11/09	Circular letter to Choresl Terelinck	12.00
571	25/11/09	Circular letter to Symn Waters	12.00
572	25/11/09	Circular letter to Norman Power	12.00
Sub Total			4,020.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
573	25/11/09	Attendance to serve documents on First to Fourth Defendants c/- Pigott Stinson 9/pl	135.00
574	25/11/09	Letter to Ausserve with above letter and documents for urgent service on Norman Power - 1/fd	30.00
575	25/11/09	Letter to clients x 4 advising outcome of attendance at court before Bergin CJ, re orders entered, enclosing copy of Summons filed; advising summary of issues to be determined being - 1. validity of various meetings 2. who is a valid member of the Church 3. when a meeting can be held with valid members of the Church; advising matter listed for 27/11/09 and advising each client to attend; requesting Caroline attend to provide statement; enclosing copies two lists of members and requesting same be updated and finalised - 4/tg	142.50
576	25/11/09	Photocopy(ies) above for brief - 2 page(s)	1.00
577	25/11/09	Preparation, arranging typing and checking draft of Short Minutes of Orders to be entered (6 pages) - 2/fd	60.00
578	25/11/09	Photocopy(ies) above for brief - 6 page(s)	3.00
579	26/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed); confirming First to Fourth Defendants served with documents on 25/11/09; enclosing copy proposed Affidavit of Service; advising Fifth Defendant served by Ausserve; confirming attendance at conference with client and at court tomorrow - 2/tg	95.00
580	26/11/09	Telephone attendance on Counsel re attending for conference and issues to be addressed - 4/fd	120.00
581	26/11/09	Perusal of letter from Counsel with revised draft of proposed Short Minutes of Orders - 2/fd	30.00
Sub Total			616.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
582	26/11/09	Preparation, arranging typing and checking final form of Short Minutes of Orders (6 pages) - 2/fd	60.00
583	26/11/09	Photocopy(ies) above for brief - 6 page(s)	3.00
584	26/11/09	Telephone attendance on Miranda re preparations for hearing and for conferences with Counsel and re orders to be sought in relation to prospective settlement - 3/tg	142.50
585	26/11/09	Letter to Defendants' Solicitors enclosing copy proposed Short Minutes of Orders by way of service on First to Fourth and Sixth Defendants - 1/fd	30.00
586	26/11/09	Facsimile sent - 7 pages(s)	10.50
587	26/11/09	Letter to Norman Power enclosing copy proposed Short Minutes of Orders for approval - 1/pl (express post)	14.00
588	26/11/09	Photocopy(ies) enclosed - 6 page(s)	3.00
589	26/11/09	Perusal of letter from Counsel and enclosed copy draft of Plaintiff's Particulars of Constitutional Defects in Purported Special General Meetings of the Church Convened by the Defendants (2 pages) - 2/tg	95.00
590	26/11/09	Preparation, arranging typing and checking final form of Plaintiff's Particulars of Constitutional Defects in Purported Special General Meetings of the Church Convened by the Defendants (2 pages) - 4/tg	190.00
591	26/11/09	Photocopy(ies) above for brief - 2 page(s)	1.00
592	26/11/09	Letter to Defendants' Solicitors enclosing by way of service copy above Particulars - 1/pl	14.00
593	26/11/09	Facsimile sent - 3 pages(s)	4.50
594	26/11/09	Photocopy(ies) above for brief - 1 page(s)	0.50
Sub Total			568.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
595	26/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed); advising details of revisions made to final form of Particulars as served - 1/fd	30.00
596	26/11/09	Letter to LSC referring to complaint of Waters; enclosing copy above letter to Pigott Stinson and attachments; noting Defendants continue to correspond directly with us - 2/tg	95.00
597	26/11/09	Photocopy(ies) enclosed - 3 page(s)	1.50
598	26/11/09	Telephone attendance on Ausserve providing additional information for service of documents on Power - 1/pl	14.00
599	26/11/09	Perusal of letter from Caroline with second form of membership list; advising they do not have receipt books 1/fd	30.00
600	26/11/09	Photocopy(ies) above for brief - 2 page(s)	1.00
601	26/11/09	Telephone attendance on Ausserve being advised of attempts to serve documents on Power - 1/pl	14.00
602	26/11/09	Perusal of letter from Caroline advising of her availability to attend for conference; advising of procedures for people to become members of Church 1/fd	30.00
603	26/11/09	Photocopy(ies) above for brief - 1 page(s)	0.50
604	26/11/09	Perusal of letter from Caroline requesting copy of AGM Minutes for 2009 to assist in determining various memberships; letter to Caroline in response - 1/fd	47.50
605	26/11/09	Letter to clients advising of specific schedule for attending at court and in conferences - 1/fd	30.00
606	26/11/09	Perusal of letter from Counsel advising re arrangements for attending at court and re schedule for conferences to be held - 1/tg	47.50
Sub Total			341.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
607	26/11/09	Attendances throughout the day with Goldberg and Counsel to assist in preparing final form of orders, liaising with clients and reviewing documents as required - 42/fd	1,260.00
608	26/11/09	Attendances to review materials re details to be included in Affidavits of Service - 9/pl	135.00
609	27/11/09	Attendances to assist with revising and finalising Affidavits of Service - 10/pl	150.00
610	27/11/09	Letter to Norman Power enclosing copy above Particulars by way of service - 1/pl	14.00
611	27/11/09	Photocopy(ies) enclosed - 2 page(s)	1.00
612	27/11/09	Photocopy(ies) above for brief - 1 page(s)	0.50
613	27/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
614	27/11/09	Letter to Counsel re arrangements for conference and to prepare for hearing 1/fd	30.00
615	27/11/09	Telephone attendance on Counsel re preparations for hearing and re provision of Chronology to assist in preparing for hearing - 2/fd	60.00
616	27/11/09	Perusal of letter from Counsel advising on proposed Short Minutes of Orders to be ready at court today - 1/tg	47.50
617	27/11/09	Preparation, arranging typing and checking Chronology of events from incorporation of Church in July 2005 to date (2 pages) - 5/fd	150.00
618	27/11/09	Photocopy(ies) above for brief - 2 page(s)	1.00
619	27/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
Sub Total			1,877.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
620	27/11/09	Telephone attendance on Defendants' Solicitors being advised they now act for First to Fifth Defendants; being advised Defendants do not have resources to conduct litigation - 2/fd	60.00
621	27/11/09	Letter to Counsel advising of above discussions with Defendants' Solicitors 1/fd	30.00
622	27/11/09	Attendances to prepare for hearing including discussions with clients and Counsel, reviewing documents, discussing terms of orders to be sought on hearing and reviewing file in preparation - 22/fd	660.00
623	27/11/09	Attendance in conference with Counsel and clients to prepare for hearing and negotiating terms of final Orders with Defendants' representatives - 10/fd	300.00
Sub Total			<hr/> 1,050.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
624	27/11/09	Attendance in court before Bergin CJ instructing Counsel on hearing when final Judgment/Orders entered - 1. committee meeting of Church on 19/11/09 was valid for purposes of Associations Incorporations Act 2. each resolution passed was valid within meaning of Act and Constitution 3. purported special meeting on 10/09/09 not validly convened 4. none of the resolutions of 10/09/09 were validly passed 5. none of the members re 10/09/09 validly appointed 6. none of the members appointed to interim committee validly appointed 7. only persons named in Schedule to Orders are valid members 8. each of five Defendants to deliver to Turner Freeman books of accounts, keys and any other Church property 9. each of Defendants permanently restrained from entering Church premises or taking control of any property 10. each of Defendants restrained from calling meetings 11. each party to bear its own costs directions entered re holding meeting on 04/02/10 when Defendants entitled to apply for membership and related directions 17/fd	510.00
625	27/11/09	Travel to court/conference and return - 4/fd	120.00
626	27/11/09	Preparation, arranging typing and checking final form of Judgment/Order (6 pages) - 3/tg	142.50
627	27/11/09	Photocopy(ies) Judgment/Order for filing, service and brief - 6 x 3 pages 18 pages	9.00
628	27/11/09	Attendance to serve documents on Chorel Terelinck, Waters, Hemington at offices of Pigott Stinson - 4/pl	56.00
Sub Total			837.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
629	27/11/09	Preparation, arranging typing and checking Affidavit of Service of Nipa Dewan re service of documents on Kypri (3 pages) - 1/fd	30.00
630	27/11/09	Photocopy(ies) annexures to Affidavit of Service - 8 page(s)	4.00
631	27/11/09	Photocopy(ies) Affidavit of Nipa Dewan for filing, service and brief - 11 x 3 pages - 33 pages	16.50
632	27/11/09	Preparation, arranging typing and checking Affidavit of Service of Nipa Dewan re service of documents on Hemington (3 pages) - 1/fd	30.00
633	27/11/09	Photocopy(ies) annexures to Affidavit of Service - 8 page(s)	4.00
634	27/11/09	Photocopy(ies) Affidavit of Nipa Dewan for filing, service and brief - 11 x 3 pages - 33 pages	16.50
635	27/11/09	Preparation, arranging typing and checking Affidavit of Service of Nipa Dewan re service of documents on Terelinck (3 pages) - 1/fd	30.00
636	27/11/09	Photocopy(ies) annexures to Affidavit of Service - 8 page(s)	4.00
637	27/11/09	Photocopy(ies) Affidavit of Nipa Dewan for filing, service and brief - 11 x 3 pages - 33 pages	16.50
638	27/11/09	Preparation, arranging typing and checking Affidavit of Service of Nipa Dewan re service of documents on Waters (3 pages) - 1/fd	30.00
639	27/11/09	Photocopy(ies) annexures to Affidavit of Service - 8 page(s)	4.00
640	27/11/09	Photocopy(ies) Affidavit of Nipa Dewan for filing, service and brief - 11 x 3 pages - 33 pages	16.50
641	27/11/09	Attendance on deponent to witness swearing Affidavits x 4 - 1/fd	30.00
Sub Total			232.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
642	27/11/09	Letter to clients x 4 advising outcome of attendance at court on hearing before Bergin J. on 27/11/09; summarising Orders entered and advising on their rights and obligations in giving effect to Orders (4 pages) - 7/fd	210.00
643	27/11/09	Photocopy(ies) above for brief - 4 page(s)	2.00
644	28/11/09	Perusal of letter from Defendants' Solicitors and enclosed copies Notices of Appearance on behalf of First, Second, Third, Fourth Defendants and Fifth Defendants (16 pages) - 1/tg	47.50
645	28/11/09	Photocopy(ies) above for brief - 16 page(s)	8.00
646	28/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
647	28/11/09	Letter to Defendants' Solicitors enclosing by way of service on Fifth Defendant copy above Particulars - 1/pl	14.00
648	28/11/09	Facsimile sent - 3 pages(s)	4.50
649	28/11/09	Perusal of Associate's Record of Proceedings (2 pages) - 1/tg	47.50
650	28/11/09	Photocopy(ies) above for brief - 2 page(s)	1.00
651	28/11/09	Perusal of letter from Ausserve and enclosed Affidavit of Service of documents on Norman Power, including location and attempts to serve; scanning account for service - 1/pl	14.00
652	30/11/09	Telephone attendance on Counsel re terms of proposed draft letter to Church Members re grounds for removal as members - 5/tg	237.50
653	30/11/09	Telephone attendance on Jon re above discussions with Counsel and re preparation of draft letter to members 4/tg	190.00
Sub Total			790.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
654	30/11/09	Draft letter to Church members confirming notice of committee meeting on 19/11/09 given to Waters, Terelinck, Hemington and Kypri to determine their membership; providing summary of charges under Clause 7(b) of Constitution re false and misleading allegations of theft, financial mismanagement and fraud re Church finances, re misuse or misappropriation of Church property by Committee members, re demands made for access to Church finances, financial records and property for ulterior purpose of securing control and beneficial use of property and affairs of the Church and its finances for beneficial use and enjoyment of Waters, Terelinck, Hemington and Kypri themselves; engaging in conduct for purpose of gaining control of Church property and money for their own benefit and contrary to purposes of Church; noting Waters, Terelinck, Hemington and Kypri did not attend meeting and refuse to accept they have been removed; confirming commencement of court proceedings by Cleary, Vila, McCarthy and Allen seeking orders that they be removed as Committee members and members of the Church; confirming that during court proceedings Waters, Terelinck, Hemington and Kypri agreed they had been removed and admitted the abovementioned allegations were true and correct; advising members of further proceedings to ensure re-opening of Church - 10/tg	475.00
655	30/11/09	Photocopy(ies) above for brief - 3 page(s)	1.50
656	30/11/09	Attendances on Gallaway and Dewah re discussions with Counsel and Jon re further proceedings - 6/tg	285.00
657	30/11/09	Letter to Counsel enclosing copy above draft letter for settling and further advices - 1/tg	47.50
658	30/11/09	Perusal of letter from Counsel with advices on amendments to be made to draft letter - 1/tg	47.50
Sub Total			856.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
659	30/11/09	Amended draft letter to members as above - 4/fd	120.00
660	30/11/09	Photocopy(ies) above for brief - 3 page(s)	1.50
661	30/11/09	Letter to Counsel enclosing copy above amended draft letter for settling and further advices - 1/tg	47.50
662	30/11/09	Perusal of letter from Norman Power and enclosed submissions and documents in response to Affidavit of Patricia Cleary sworn 24/11/09 (18 pages) - 4/tg	190.00
663	30/11/09	Photocopy(ies) above for brief - 18 page(s)	9.00
664	30/11/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
665	30/11/09	Letter to clients enclosing copies documents received from Norman Power for their review and further instructions - 1/tg	47.50
666	30/11/09	Photocopy(ies) enclosed - 18 page(s)	0.00
667	30/11/09	Perusal of letter from Robert Lopich and enclosed copy account for attendance on 25/11/09 - 1/tg	47.50
668	30/11/09	Letter to Robert Lopich enclosing payment of account - 1/pl	14.00
669	30/11/09	Perusal of letter from Caroline requesting information re release of funds held by Commonwealth Bank - 1/fd	30.00
670	30/11/09	Letter to Caroline advising re procedures for removing any member and noting grounds for each member to be specified - 1/tg	47.50
671	30/11/09	Perusal of letter from Caroline in reply to above re actions to be taken to remove members; requesting advice re letter from Department of Fair Trading 1/tg	47.50
672	01/12/09	Telephone attendance on Caroline re receipt of documents from Fair Trading Department and re assistance in responding to same - 1/tg	47.50
Sub Total			663.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
673	01/12/09	Perusal of letter from Caroline and enclosed copies documents received from Fair Trading Department re Defendants' complaints (11 pages) - 2/fd	60.00
674	01/12/09	Photocopy(ies) above for brief - 11 page(s)	5.50
675	01/12/09	Letter to Counsel enclosing copies documents to update brief (copies already claimed) - 1/pl	14.00
676	01/12/09	Perusal of letter from Jon and attached copies documents from Department of Fair Trading re complaints and enquiries (7 pages) - 1/tg	47.50
677	01/12/09	Attendances on Goldberg re issues relating to DFT - 4/fd	120.00
678	01/12/09	Telephone attendance on Jon re matters relating to DFT issues - 2/fd	60.00
679	02/12/09	Perusal of letter from Counsel re final form of letter to members and re issues raised in complaint to Fair Trading Department - 1/tg	47.50
680	02/12/09	Preparation, arranging typing and checking final form of letter to Church members (3 pages) - 2/tg	95.00
681	02/12/09	Photocopy(ies) above for brief - 3 page(s)	1.50
682	02/12/09	Letter to Jon and Caroline enclosing copy draft letter to members and advising re forwarding same to Church members - 1/fd	30.00
683	02/12/09	Perusal of letter from Caroline re final form of letter to members and re notices to be given - 1/fd	30.00
684	02/12/09	Letter to Caroline re final form of letter to members and requirements for giving notice - 1/fd	30.00
685	02/12/09	Perusal of letter from Caroline requesting notice to be given to Commonwealth Bank; letter to Caroline requesting bank account details - 1/fd	30.00
Sub Total			571.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
686	02/12/09	Perusal of letter from Caroline advising bank details and re contacting bank urgently; letter to Caroline in response re urgent notice to bank - 1/fd	30.00
687	02/12/09	Perusal of letter from Caroline requesting advices on having - 1/tg	47.50
688	02/12/09	Telephone attendance on Caroline re providing notice to bank as abovementioned - 2/fd	60.00
689	03/12/09	Telephone attendance on Jon being advised of Church bank account number - 1/pl	14.00
690	03/12/09	Attendance at court registry with application for provision of sealed Judgment/Orders - 4/cl	48.00
691	03/12/09	Perusal of letter from Wise McGrath requesting payment of outstanding accounts for service - 1/pl	14.00
692	03/12/09	Letter to Mr. Conti of Boyd House advising we act for clients, noting Waters, Terelinck, Hemington and Kypri have been removed as committee members and Church members as per resolutions on 19/11/09; enclosing copies of Minutes of Meeting on 19/11/09, signed Short Minutes of Orders and handwritten agreement; advising sealed copy of Orders to be provided when received; requesting they forward Certificate of Title to Church property - 3/fd	90.00
693	03/12/09	Facsimile sent - 17 pages(s) at bulk rate	17.00
694	04/12/09	Attendances to prepare for and then in conference with clients to review terms of final Orders entered and affects of same on conduct of Church affairs, cross referencing terms of Judgment with terms of Constitution and Short Minutes of Orders entered; discussing costs of financial audit and provision of information to Church members; re possibilities of defamation action; re response to Department of Fair Trading; re payment of costs to date - 20/tg	950.00
Sub Total			1,270.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
695	04/12/09	Attendances to prepare for and then in conference with clients as above - 20/fd	600.00
696	04/12/09	Attendances preparing for and then assisting with taking notes and minutes of above meeting - 23/pl	345.00
697	04/12/09	Telephone attendance on DFT to discuss issues relating to Church affairs as per abovementioned requisitions - 3/fd	90.00
698	06/12/09	Perusal of letter from Caroline re letters sent to members re removal and Notice of meeting - 1/tg	47.50
699	06/12/09	Letter to Commonwealth Bank advising our instructions to act for Church, enclosing copies Minutes of Meetings on 19/11/09, court orders and handwritten notes re membership of Church; advising re appropriate signatories to Church account and requesting they record details of same - 2/fd	60.00
700	06/12/09	Photocopy(ies) enclosed - 17 page(s)	8.50
701	07/12/09	Attendance to prepare summary of primary issues to be addressed to date and re further conduct of matter - 4/fd	120.00
702	07/12/09	Letter to DFT advising our instructions to act for Church, Cleary, Vila, McCarthy and Allen; responding to matters raised in their letter of 25/11/09 and 02/10/09 re Church accounts and compliance with relevant provisions of legislation; advising clients do not have possession of Church books and accounts due to series of disputes between Church members; enclosing copy Minutes of Meeting on 19/11/09 when various resolutions passed; enclosing copies Short Minutes of Orders entered; advising of service of notices on Defendants re delivery of Church books and materials - 14/fd	420.00
703	07/12/09	Facsimile sent - 19 pages(s) at bulk rate	19.00
Sub Total			1,710.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
704	07/12/09	Attendance on Defendants' Solicitors returning documents re Church affairs and perusing letter from Pigott Stinson setting out materials returned - 1/fd	30.00
705	07/12/09	Letter to Jon enclosing copy above letter from Defendants' Solicitors for his instructions re documents returned 1/pl	14.00
706	08/12/09	Letter to Caroline advising on procedures for electing new members in order to validate procedure - 1/tg	47.50
707	08/12/09	Perusal of letter from Jon enquiring re payment for audit; letter to Jon advising reply - 1/tg	47.50
708	08/12/09	Perusal of letter from Caroline noting Waters web site still operating and requesting advices re removal of same - 1/tg	47.50
709	08/12/09	Perusal of letter from Caroline re Defendants' requests for return of financial records - 1/tg	47.50
710	08/12/09	Letter to Caroline requesting she call Pigott Stinson advising documents not returned as per their letter and requesting advices re return of same - 1/tg	47.50
711	08/12/09	Perusal of letter from Boyd House advising conditions for release of Certificate of Title including payment of their outstanding costs and production of sealed copies of Orders entered; advising of advices to be sought from Law Society - 1/tg	47.50
712	08/12/09	Telephone attendance on Pigott Stinson re terms of final Judgment/Orders and obtaining sealed company from registry 1/tg	47.50
713	08/12/09	Attendances on court registry to make arrangements for urgent issue of Judgment/Orders - 6/pl	90.00
714	08/12/09	Telephone attendance on Commonwealth Bank re contact relating to operation of account - 1/pl	15.00
Sub Total			481.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
715	08/12/09	Telephone attendance on Caroline re above discussions with Commonwealth Bank on operating of account - 1/pl	15.00
716	08/12/09	Letter to Jon advising re discussions with Commonwealth Bank and arrangements for operating bank account - 2/tg	95.00
717	08/12/09	Letter to Commonwealth Bank re confirming above discussions relating to formalities for operating bank account - 3/pl	45.00
718	08/12/09	Letter to Jon enclosing copy above letter to Commonwealth Bank - 1/pl	14.00
719	08/12/09	Letter to Registrar seeking urgent issue of sealed copy Judgment/Orders - 1/pl	15.00
720	09/12/09	Attendance at court registry to deliver above letter seeking urgent issue of sealed Judgment/Orders - 7/pl	105.00
721	09/12/09	Perusal of letter from Norm Power indicating his intention to "start to partake of the church services as soon as possible"; requesting advices re same - 1/tg	47.50
722	09/12/09	Letter to Jon and Caroline enclosing copies above letters from Boyd House and Norm Power for instructions to respond - 1/pl	14.00
723	09/12/09	Perusal of letter from Caroline requesting advices on content of above letter to consider reply to same; letter to Caroline advising re amendments to her draft letters - 1/tg	47.50
724	09/12/09	Perusal of letter from Jon advising re forwarding matters for Church attention through him - 1/tg	47.50
Sub Total			445.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
725	09/12/09	Letter to Pigott Stinson referring to their letter of 07/12/09; advising we consider they have not fully complied with court orders re delivery of documents, property keys etc; noting materials still outstanding; requesting removal of Waters' website; requesting they ensure their clients, and particularly Waters, do not contact us directly as Waters has attempted - 5/tg	237.50
726	09/12/09	Letter to LSC in reply to their letter of 26/11/09, enclosing copy Orders entered 27/11/09 and letter to Pigott Stinson dated 09/12/09 re complaint made by Waters - 2/tg	95.00
727	09/12/09	Facsimile sent - 14 pages(s) at bulk rate	14.00
728	10/12/09	Attendance at court registry re issue of sealed copy of Judgment/Orders - 6/pl	90.00
729	10/12/09	Attendances to review attendances re further procedures to obtain copies sealed documents and advices to clients 12/tg	570.00
730	10/12/09	Attendance on Defendants' Solicitors with delivery of documents and letter to Jon to arrange for pickup of same - 1/tg	47.50
731	10/12/09	Letter to Jon with attached letters re apprehended breach of orders; perusing reply from Jon re same - 2/tg	95.00
732	11/12/09	Perusal of letter from Caroline and enclosed copy letter from Boyd House; letter to Caroline re reviewing draft letters - 1/tg	47.50
733	11/12/09	Letter to Jon advising of actions taken on behalf of clients to date and re conditions from Boyd House re release of CT, re notice given to Power re attending Church services, re validity of accounts and audit to be performed, advising re conduct of AGM in accordance with relevant legislation and rules - 2/tg	95.00
734	11/12/09	Circular letter to C. Allen	12.00
735	11/12/09	Circular letter to M. McCarthy	12.00
Sub Total			1,315.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
736	11/12/09	Circular letter to P. Cleary	12.00
737	11/12/09	Circular letter to M. Vila	12.00
738	11/12/09	Preparation, arranging typing and checking form of Authority to Boyd House - 1/fd	30.00
739	11/12/09	Letter to Jon and Caroline enclosing form of Authority for signing by members and return - 1/pl	14.00
740	11/12/09	Telephone attendance on Jon re objections to attendance of Norm Power at Church - 1/tg	47.50
741	11/12/09	Letter to Defendants' Solicitors noting intention of Norm Power to attend Church services and requesting they ensure he does not attend in breach of court orders - 1/tg	47.50
742	11/12/09	Facsimile sent - 1 pages(s)	1.50
743	11/12/09	Perusal of letter from Jon re discussions with Pat and Caroline re future conduct of Church business - 1/tg	47.50
744	11/12/09	Letter to Jon advising re provision of copy of sealed Judgement/Orders for each Church member - 1/tg	47.50
745	11/12/09	Letter to Jon advising re pick up of documents received from Pigott Stinson 1/pl	14.00
746	11/12/09	Perusal of letter from Boyd House requesting we instruct Pat Cleary not to contact them directly - 1/fd	30.00
747	11/12/09	Letter to Jon enclosing copies tax invoices issued in principal matter and in defamation matter, noting same forwarded to each Committee member; advising re further legal work anticipated; requesting instructions be provided by single representative - 3/fd	90.00
748	11/12/09	Photocopy(ies) enclosed - 21 page(s)	10.50
749	11/12/09	Telephone attendance on court registry re terms of final form of Judgment/Orders - 1/pl	15.00
Sub Total			419.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
750	11/12/09	Preparation, arranging typing and checking final draft of Judgment/Orders as per revisions by registry - 1/fd	15.00
751	11/12/09	Photocopy(ies) above - 6 page(s)	3.00
752	11/12/09	Attendance at court registry to have revised form of Judgment/Orders entered 11/fd	165.00
753	14/12/09	Perusal of letter from Caroline with signed authority to Boyd House; letter to Boyd House forwarding authority to release file documents - 1/pl	14.00
754	14/12/09	Photocopy(ies) 30 copies of sealed Judgment - 6 x 30 page(s) - 180 pages	90.00
755	16/12/09	Letter to Jon and Caroline requesting they collect further document received from Pigott Stinson; perusal of letter from Jon re arrangements to collect - 2/pl	28.00
756	18/12/09	Attendance at court registry to obtain sealed copy Judgment/Orders; letter to Pigott Stinson enclosing copy same - 3/pl	42.00
757	21/12/09	Perusal of letter from Defendants' Solicitors re attendance of Norm Power at Church including details of his financial status; requesting confirmation that our clients have no objection to Power's attendance at Church services - 1/tg	47.50
758	21/12/09	Facsimile received - 2 page(s)	1.00
759	22/12/09	Letter to Jon enclosing copy above letter from Defendants' Solicitors for instructions to reply - 1/pl	14.00
760	22/12/09	Draft letter to Defendants' Solicitors re alleged entitlement of Powers to attend Church services and affects of court orders - 2/tg	95.00
761	22/12/09	Letter to Jon and Caroline enclosing copy above letter from Pigott Stinson and draft reply for their review and instructions to respond - 1/pl	14.00
Sub Total			528.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
762	22/12/09	Perusal of letter from Jon re receipt of draft letter and response to same - 1/pl	14.00
763	22/12/09	Letter to Jon re arrangements to collect folders of documents and requesting instructions re draft letter to Pigott Stinson - 1/pl	14.00
764	22/12/09	Perusal of letter from Counsel re terms of proposed reply to letter from Defendants' Solicitors - 1/tg	47.50
765	22/12/09	Perusal of letter from Jon with instructions for finalising draft letter to Pigott Stinson - 1/tg	47.50
766	22/12/09	Attendances to receive and consider copy letter from Pigott Stinson delivering two folders of documents; advising re finalising of delivery of documents in their clients' possession; perusing enclosed copy letter from Chan & Naylor re production of documents; advising re matters raised in our letter of 09/12/09; perusing enclosed copy letter sent to members by Pat and refuting assertions made re nature of Orders entered; advising their clients' position re operation of website (39 pages) - 6/tg	285.00
767	22/12/09	Letter to Jon enclosing copy above letter and attachments for their review and further instructions to respond - 1/pl	14.00
768	22/12/09	Photocopy(ies) enclosed - 39 page(s)	19.50
769	22/12/09	Letter to Chan & Naylor enclosing sealed copy of Judgment and Orders - 1/pl	14.00
770	22/12/09	Photocopy(ies) enclosed - 6 page(s)	3.00
771	23/12/09	Final form of letter to Defendants' Solicitors noting terms of court orders restraining attendance of Norm Powers as Church services; requesting return of all relevant documents as per court orders - 1/tg	47.50
Sub Total			506.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
772	29/12/09	Perusal of letter from DFT addressed to Boyd House re not releasing CT to Church property until dispute resolved 1/tg	47.50
773	08/01/10	Perusal of letter from Caroline and attached copy letter for comment; advising of statements given to police re alleged assault on Hemington (14 pages) - 2/tg	95.00
774	08/01/10	Letter to Wise McGrath enclosing payment of fees - 1/pl	14.00
775	11/01/10	Perusal of letter from Caroline advising re searches for 2006 financial reports and receipts; advising re concerns over Waters web site; letter to Caroline requesting she advise specific documents missing; perusal of letter from Caroline advising of further search to be conducted - 3/tg	142.50
776	11/01/10	Perusal of letter from Tessie Anderson, member of Church, responding to letter to 11/12/09 - 1/tg	47.50
777	11/01/10	Telephone attendance on Caroline re reply to matters relating to Department of Fair Trading issues as pursued by Defendants; letter to Caroline in reply including letter to Department of Fair Trading - 1/tg	47.50
778	12/01/10	Telephone attendance on Jon re his discussions with Boyd House re release of documents - 1/pl	14.00
779	12/01/10	Preparation, arranging typing and checking draft letter to Church Members re compliance with court Orders entered including re delivery of books and records - 2/tg	95.00
780	12/01/10	Letter to Caroline enclosing copy above draft letter for instructions to finalise - 1/tg	47.50
781	13/01/10	Perusal of letter from Caroline requesting copy of Minutes of Meeting on 19/11/09; letter to Caroline enclosing copy of same - 1/pl	14.00
Sub Total			564.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
782	13/01/10	Telephone attendance on Jon and Caroline to arrange conference - 1/pl	14.00
783	14/01/10	Attendance in conference with Jon and Caroline to review current status of Defendants' compliance with Judgment/Orders; re response to issues relating to Department of Fair Trading 10/tg	475.00
784	15/01/10	Perusal of letter from Boyd House advising they will not release CT in view of continuing dispute; requesting payment of outstanding account - 1/tg	47.50
785	18/01/10	Telephone attendance on Jon re providing authority to release former solicitor's file and payment of account 1/fd	30.00
786	18/01/10	Perusal of letter from Caroline re arrangements to pay account of former solicitors - 1/fd	30.00
787	19/01/10	Letter to Boyd House enclosing copy clients' authority and requesting release of file records - 1/pl	14.00
788	19/01/10	Photocopy(ies) enclosed - 1 page(s)	0.50
789	19/01/10	Perusal of letter from Jon re response to our letter of 12/01/10 - 1/tg	47.50
790	19/01/10	Perusal of letter from Caroline re reply to matters relating to Department of Fair Trading issues as pursued by Defendants; letter to Caroline in reply 2/fd	60.00
791	19/01/10	Perusal of letter from Pigott Stinson referring to notice received by Waters on 06/01/10 and advising objections to our clients corresponding directly with their clients; advising grounds for asserting that court Orders do not prevent Powers from attending Church Services; advising re contents of website - 1/tg	47.50
792	19/01/10	Facsimile received - 4 page(s)	2.00
793	19/01/10	Perusal of letter from Caroline and enclosed copy letter she received from Nola Evans dated 14/01/10 (29 pages) - 2/tg	95.00
Sub Total			863.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
794	20/01/10	Telephone attendance on Caroline re continuing concerns relating to Church business and agitations by certain members - 4/fd	120.00
795	20/01/10	Telephone attendance on Jon re terms of letter to be sent to former solicitor - 1/fd	30.00
796	20/01/10	Perusal of letter from Boyd House advising they will not release file documents until outstanding costs paid 1/fd	30.00
797	20/01/10	Facsimile received - 2 page(s)	1.00
798	20/01/10	Perusal of letter from Jon advising of receipt by Pat of anonymous mail and items and re referral of same to police 1/tg	47.50
799	20/01/10	Letter to Jon enclosing copy above letter from Pigott Stinson for instructions to respond - 1/pl	14.00
800	20/01/10	Perusal of letter from Jon advising instructions re response to Pigott Stinson - 1/tg	47.50
801	20/01/10	Letter to Jon confirming terms of court Orders and re respective entitlements to enforce court orders; confirming Defendants are not members of Church and not entitled to attend AGM - 1/tg	47.50
802	20/01/10	Letter to Boyd House enclosing payment of outstanding fees - 1/fd	30.00
803	20/01/10	Attendances in consultations with Dewan re further proceedings - 4/tg	190.00
804	20/01/10	Attendances to review file materials re finalising matter, consultations with Goldberg and further actions required - 20/fd	600.00
805	21/01/10	Attendances to prepare further correspondence as per instructions and reviewing file to determine particulars to be included in same - 12/fd	360.00
Sub Total			1,517.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
806	21/01/10	Letter to Boyd House advising re requirements for delivery of files on termination of retainer; enclosing copy court Judgment/Orders and requiring arrangements for provision of documents 8/fd	240.00
807	21/01/10	Photocopy(ies) enclosed - 6 page(s)	3.00
808	21/01/10	Perusal of letter from Jon re arrangements to collect documents and re lodging letter to Department of Fair Trading; letter in reply re lodging documents - 6/fd	180.00
809	21/01/10	Draft letter to Pigott Stinson advising instructions in reply to their letter of 18/01/10; advising letters from Church sent to their client in accordance with attached Orders re notice of Annual General Meeting on 04/02/10; disputing their assertion that Power is a financial member of the Church; noting Defendants have still not provided all records and property belonging to Church as per court orders 5/fd	150.00
810	22/01/10	Perusal of letter from Jon advising re problems arising in attempting to obtain books and records from Pat; re discussions with Newtown Police on continuing disputes with other parties 1/fd	30.00
811	22/01/10	Settled form of letter to Pigott Stinson advising instructions in reply to their letter of 18/01/10; advising letters from Church sent to their client in accordance with attached Orders re notice of Annual General Meeting on 04/02/10; disputing their assertion that Power is a financial member of the Church; noting Defendants have still not provided all records and property belonging to Church as per court orders - 4/tg	190.00
812	22/01/10	Telephone attendance on Rob Smith of Registry of Co-Operatives & Associations re requirement for clients to produce documents in compliance with Notice to Produce - 2/fd	60.00
Sub Total			853.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
813	22/01/10	Telephone attendance on Jon for instructions to respond to Notice to Produce - 3/fd	90.00
814	22/01/10	Letter to Rob Smith advising our instructions to act; advising basis for clients being unable to comply with Notice to Produce as many of documents referred to not in clients' possession and enclosing copy Judgment/Order entered 27/11/09 - 3/fd	90.00
815	22/01/10	Facsimile sent - 8 pages(s)	12.00
816	25/01/10	Perusal of letter from Sandra Isaacs and enclosed copy of letter sent to Church - 1/tg	47.50
817	25/01/10	Perusal of letter from Recy Kypri and attached copy her letter to Caroline; letter to Jon and Caroline enclosing copy above for their comment - 1/tg	47.50
818	27/01/10	Letter to Enmore Spiritualist Church Inc, Cleary, Allen, McCarthy and Vila providing advices on procedures at AGM including provision of copies of Judgment/Orders at the door, re membership issues and re Church financial issues; advising re terms of letter to be sent to Kypri - 6/fd	180.00
819	27/01/10	Telephone attendance on Jon advising re responses to members re agitations on attending AGM - 1/fd	30.00
820	27/01/10	Letter to Jon and Caroline re requirement to deliver materials to Chan Naylor for preparation of audited accounts; advising re placing copy of Judgment/Orders on web site to indicate court determination as to who are members; perusal of letter from Caroline re meeting being held to deal with current issues - 1/fd	30.00
821	27/01/10	Letter to Caroline advising re response to Kypri letter; being advised re proposed letter to be sent; letter to Caroline re matters to be included in her letter to Kypri - 1/tg	47.50
Sub Total			574.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
822	27/01/10	Perusal of letter from Caroline re compliance with court orders and Constitution; letter to Caroline re provision of draft letter to assist - 1/tg	47.50
823	27/01/10	Perusal of letter from Jon re putting Judgment/Orders on web site; advising re provision of documents to Chan Naylor to prepare accounts; advising on security arranged for Church meeting - 1/tg	47.50
824	28/01/10	Perusal of letter from Jon advising re collection of Church records - 1/fd	30.00
825	28/01/10	Telephone attendance on Jon re arrangements for collection of books and records - 1/fd	30.00
826	28/01/10	Telephone attendance on Caroline re arrangements for collection of books and records - 1/fd	30.00
827	28/01/10	Telephone attendance on Mr. Conti re arrangements for collection of books and records - 2/fd	60.00
828	28/01/10	Further telephone attendance on Mr. Conti re arrangements for collection of books and records - 1/fd	30.00
829	28/01/10	Letter to Jon requesting he and Caroline go through accounts to select documents for provision to Department of Fair Trading (DFT) in response to their requisitions; perusal of letter from Caroline in reply - 1/fd	30.00
830	28/01/10	Perusal of letter from Caroline re review of financial records for 2006-2008 and re forwarding same to Fair Trading; letter to Caroline in response 1/fd	30.00
831	28/01/10	Perusal of letter from Caroline requesting we advise re forwarding material to DFT; letter to Caroline in reply - 1/fd	30.00
Sub Total			365.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
832	28/01/10	Letter to Jon advising re completing form for lodging with DFT; perusing letter from Jon re requirement for him to be single point of contact - 1/tg	47.50
833	28/01/10	Perusal of letter from Boyd House and enclosed copies letter to CBC Partners of 25/05/09 and Undertaking and Receipt from Jon Lindsay of 31/07/09 and noting Jon collected financial records on 31/07/09 - 1/fd	30.00
834	28/01/10	Facsimile received - 6 page(s)	3.00
835	28/01/10	Perusal of letter from Jon re finalising accounts and forwarding same to ATO - 1/fd	30.00
836	29/01/10	Perusal of letter from DFT advising they require clients to comply with their instructions by 05/02/10 - 1/fd	30.00
837	01/02/10	Perusal of letter from DFT re compliance with regulations - 1/fd	30.00
838	02/02/10	Perusal of letter from Jon and attached copy letter from Symn re contents of Church blog; letter to Jon in reply - 1/fd	30.00
839	02/02/10	Letter to Jon and Caroline requesting they advise re review of accounts which we need to provide to DFT; requesting they advise re preparation of accounts for 2009 - 1/fd	30.00
840	02/02/10	Perusal of letter from Jon advising accounts being prepared by Chan & Naylor and re corresponding with DFT - 1/fd	30.00
841	02/02/10	Perusal of letter from Boyd House in reply to our letter of 21/01/10 and enclosed copy of their letter to Law Society of 28/01/10 (42 pages) - 6/fd	180.00
842	03/02/10	Perusal of letter from Chan & Naylor and enclosed copy letter sent to Pat Cleary on 01/02/10 - 1/fd	30.00
843	03/02/10	Facsimile received - 2 page(s)	1.00
Sub Total			471.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
844	03/02/10	Perusal of letter from Caroline advising of her ongoing review of accounts and cross referencing with account books; letter to Caroline re method of preparing accounts and re getting Chan & Naylor to complete same 1/fd	30.00
845	03/02/10	Perusal of letter from Caroline re her discussions with Chan & Naylor on finalising accounts prior to meeting - 1/tg	47.50
846	03/02/10	Perusal of letter from Waters addressed to Jon re materials published on web site; advising re procedures for attending at AGM on 04/02/10 (5 pages) 2/tg	95.00
847	03/02/10	Telephone attendance on Jon and Caroline discussing continuing concerns re Waters' failure to comply with court orders and continuing agitation about Church matters; to arrange conference 5/fd	150.00
848	03/02/10	Perusal of letter from Pigott Stinson in reply to our letter of 22/01/10 re service of Notice of AGM; asserting that Power is a financial member of the Church and entitled to attend meeting and services; advising instructions re content of web site; advising re delivery of documents and perusing enclosed copy letter from CBC; confirming they consider letter from Pat to be defamatory; advising their clients' position re list of membership of Church; disputing terms of Orders entered at court; confirming their clients to attend at AGM (11 pages) - 5/tg	237.50
849	03/02/10	Facsimile received - 12 page(s)	6.00
850	03/02/10	Letter to Jon and Caroline enclosing copy above letter from Pigott Stinson for their instructions to respond - 1/tg	47.50
851	03/02/10	Telephone attendance on Ms Sharma re conduct of Church affairs and perusing letter re same - 2/fd	60.00
Sub Total			673.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
852	03/02/10	Telephone attendance on Jon re arrangements for collection of books and further re concerns over Church conduct - 3/fd	90.00
853	03/02/10	Letter to Jon and Caroline requesting they confirm that Notice of Meeting provided to all members; perusing letter from Jon confirming Notice sent to members noted in Schedule to Judgment - 3/fd	90.00
854	03/02/10	Perusal of letter from Chan & Naylor and enclosed accounts as revised - 3/fd	90.00
855	04/02/10	Telephone attendance on Ms Sharma re response to previous letters and confirming in email - 3/fd	90.00
856	04/02/10	Letter to Jon enclosing copy above letter and attachments from Chan & Naylor for his review - 1/fd	30.00
857	04/02/10	Attendances on preparations for hearing including discussions with Jon, Caroline and Pat throughout the day; review of file materials, discussions with DFT and consultations with Goldberg - 57/fd	1,710.00
858	04/02/10	Attendance in conference with Jon and Caroline at Church, Enmore, to discuss issues relating to gathering of members at site, including Waters, and preventing entry to Church; including discussions with Newtown Police re concerns over security to Church premises and members; re attempts to hold Annual General Meeting and re discussions with parties making formal meeting impossible; arguments put and ultimately no meeting able to take place, including travel - 30/fd	900.00
859	04/02/10	Perusal of letter from Jon re matters addressed during meeting - 1/fd	30.00
860	05/02/10	Perusal of letter from Jon re matters arising from meeting and concerns over behaviour of people at meeting; discussing with Goldberg and Jon re responses to same - 6/fd	180.00
Sub Total			3,210.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
861	05/02/10	Perusal of letter from Jon with photographs of meeting and re matters arising from AGM; letter to Jon in reply - 5/fd	150.00
862	05/02/10	Attendances perusing financial documents received from Caroline re documents to be provided to DFT including considering relevance, extrapolating and collating same - 43/fd	1,290.00
863	05/02/10	Letter to Registry of Co-Operatives & Associations enclosing copies financial records relating to Church as required 3/fd	90.00
864	05/02/10	Telephone attendance on Caroline re documents and letter forwarded to DFT and re further issues on conduct of Church affairs - 4/fd	120.00
865	08/02/09	Perusal of letter from Jon with photographs of meeting and re concerns about John Wall's behaviour at Church and meeting; re advice on contents of article in Psychic Times - 2/fd	60.00
866	08/02/10	Telephone attendance on Jon re issues raised in above article and response to same - 2/fd	60.00
867	08/02/10	Telephone attendance on Caroline re contents of above article and response to same - 3/fd	90.00
868	08/02/09	Preparation, arranging typing and checking summary of attendance at Church premises as above (6 pages) - 5/fd	237.50
869	08/02/10	Photocopy(ies) above for brief - 6 page(s)	3.00
870	10/02/10	Perusal of letter from John Wall, purported member of Church, raising complaints about behaviour of practitioners in dispute with clients (7 pages); discussing with Goldberg - 4/fd	120.00
871	10/02/10	Perusal of letter from Jon re statement to be given to press on conduct of meeting on 04/02/10; letter to Jon re terms of information to be given to journalists - 1/tg	47.50
Sub Total			2,268.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
872	10/02/10	Perusal of letter from Caroline and enclosed copy letter received from Kypri - 1/tg	47.50
873	11/02/10	Letter to Enmore Spiritualist Church Inc confirming AGM adjourned to 7.30pm today; advising re relevance of Model Rules re conduct of meeting, quorum required, business to be conducted, re financial statements to be provided; re resolution to appoint a Public Officer - 12/fd	360.00
874	11/02/10	Circular letter to C. Allen	12.00
875	11/02/10	Circular letter to M. McCarthy	12.00
876	11/02/10	Circular letter to P. Cleary	12.00
877	11/02/10	Circular letter to M. Vila	12.00
878	11/02/10	Telephone attendance on Jon re matters raised in above letter - 3/fd	90.00
879	11/02/10	Letter to Enmore Spiritualist Church Inc, Cleary, Allen, McCarthy and Vila re further advices on conduct of Church business - 5/fd	150.00
880	11/02/10	Telephone attendance on DFT re further proceedings and compliance by Church with regulations - 1/fd	30.00
881	11/02/10	Telephone attendance on Jon re further proceedings and compliance by Church with regulations - 1/fd	30.00
882	12/02/10	Attendances to review file material in updating as to adjourned AGM and re compliance with orders - 8/fd	240.00
883	15/02/10	Letter to Jon re outcome of adjourned AGM and re further proceedings relating to Church affairs and re response to newspaper articles - 5/fd	150.00
884	16/02/10	Perusal of letter from Jon re concerns over personnel managing Church business and re applications for membership; referring to concerns of "charity status" of Church - 1/fd	30.00
Sub Total			1,175.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
885	16/02/10	Telephone attendance on Pat re concerns over personnel managing Church business and re applications for membership; referring to concerns of "charity status" of Church; re matters dealt with at AGM - 6/fd	180.00
886	17/02/10	Attendances on Caroline re preparations for meeting - 3/tg	142.50
887	17/02/10	Telephone attendance on McCarthy re concerns over Church affairs and receipt of emails - 4/fd	120.00
888	22/02/10	Perusal of letter from Jon further re Church conduct and re concerns over Church finances and takeover by Caroline; re notice to be given to DFT re insolvency of Church; discussions of same with Goldberg - 2/fd	60.00
889	24/02/10	Telephone attendance on Jon re concerns as raised above - 1/tg	47.50
890	24/02/10	Perusal of letter from LSC re dismissal of complaint - 2/fd	60.00
891	25/02/10	Attendance at meeting with Pat - 10/tg	475.00
892	25/02/10	Attendance at meeting with Pat as above 10/fd	300.00
Sub Total			<u>1,385.00</u>
			88,155.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
DISBURSEMENTS			
Filing Fees			
893	25/11/09	Statement of Claim	749.00
894	25/11/09	Notice of Motion	173.00
895	01/12/09	Judgment/Orders	50.00
896	.	Bill of Costs (to be calculated)	
Sub Total			972.00
Counsel's Fees			
897	14/09/09	Mr. Bevan - reading brief and review of Associations Incorporations Act - 5 hours	2,700.00
898	14/09/09	Mr. Bevan - conference, Goldberg and Committee members Cleary, McCarthy, Lindsay, Allen and Vila (12.00 - 2.30pm)	1,350.00
899	15/09/09	Mr. Bevan - conference with Goldberg settling letter to Defendants (12.30 - 2.00pm)	810.00
900	16/09/09	Mr. Bevan - review of brief and consultation with Goldberg (1.5 hours)	810.00
901	19/10/09	Mr. Bevan - drafting Statement of Claim (8 hours)	4,380.00
902	20/10/09	Mr. Bevan - drafting long letter to Pigott Stinson (8 hours)	4,380.00
903	22/10/09	Mr. Bevan - settling letter to Pigott Stinson and Schedules to take account of new instructions (4 hours)	2,160.00
904	05/11/09	Mr. Bevan - settling letter to Pigott Stinson (2 hours) and consultation with Goldberg (30 mins.)	1,350.00
905	20/11/09	Mr. Bevan - conference with Goldberg and Dewan (10.00am - 12.00)	1,080.00
906	20/11/09	Mr. Bevan - settling Statement of Claim, interlocutory Motion and supporting Affidavit - (8 hours)	4,380.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
907	23/11/09	Mr. Bevan - settling above documents, letter of advice and 2 sets of Short Minutes of Orders - (8 hours)	4,380.00
908	25/11/09	Mr. Bevan - conferences with Goldberg and Dewan; appearances before Slattery J. and Bergin CJ - (3/4 day)	4,500.00
909	26/11/09	Mr. Bevan - consultations with Dewan; drafting particulars of constitution and defects in Defendants' members' meeting (half day)	2,700.00
910	27/11/09	Mr. Bevan - preparations for resumed hearing, consultations with Dewan, conference with clients, appearance at resumed hearing before Bergin CJ (3/4 day)	4,500.00
911	:	GST on \$39,480	3,948.00
Sub Total			<u>43,428.00</u>
Law Stationer's and Agent's Fees			
912	30/09/09	Wise McGrath - service of letters on Waters - \$70 + GST \$7.00 Kypri - \$95 + GST \$9.50 Hemington - \$70 + GST \$7.00 Terelinck (attempted) - \$50 + GST \$5	313.50
913	24/11/09	Lit Support - copies documents - \$572 + GST \$57.20	629.20
914	27/11/09	Ausserve - service on Norman Power, including urgent service, location and attempts at service - \$440 + GST \$44	484.00
Sub Total			<u>1,426.70</u>

ITEM NO.	DATE	PARTICULARS	AMOUNT
Miscellaneous			
915	29/10/09	Robert Lopich - fees for attending as neutral observer at meeting on 02/10/09 as per attached memorandum - 29 units @ \$400 per hour; disbursements \$149.75 + GST \$304.90	3,354.65
916	30/11/09	Robert Lopich - fees for attending as neutral observer at meeting on 19/11/09 as per attached memorandum - 24 units @ \$400 per hour; disbursements \$157.70 + GST \$255.78	2,813.48
917	20/01/10	Boyd House & Partners - outstanding fees owed by clients	3,869.80
918	:	Taxi fares to Church meetings and conferences	82.70
919	:	Postage (including reg. mail), telephone, copy and facsimile expenses throughout matter	33.00
Sub Total			10,153.63
Total Disbursements			55,897.63

ITEM NO.	DATE	PARTICULARS	AMOUNT
SUMMARY PAGES			
WORK DONE FROM 01/07/00			
		Page 6	1,453.00
		Page 7	855.00
		Page 8	1,427.50
		Page 9	713.50
		Page 10	1,777.50
		Page 11	1,584.50
		Page 12	985.50
		Page 13	315.00
		Page 14	1,502.00
		Page 15	476.00
		Page 16	412.00
		Page 17	319.50
		Page 18	383.50
		Page 19	404.50
		Page 20	595.00
		Page 21	473.50
		Page 22	276.50
		Page 23	460.00
		Page 24	271.50
		Page 25	442.50
		Page 26	1,941.50
		Page 27	688.50
		Page 28	1,510.50
		Page 29	597.50
		Page 30	302.00
		Page 31	1,149.00
		Page 32	275.50
		Page 33	267.00
		Page 34	1,074.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
		Page 35	428.00
		Page 36	545.50
		Page 37	2,425.50
		Page 38	719.00
		Page 39	768.50
		Page 40	967.50
		Page 41	1,423.00
		Page 42	1,339.00
		Page 43	845.00
		Page 44	648.50
		Page 45	1,442.50
		Page 46	588.50
		Page 47	583.50
		Page 48	1,554.50
		Page 49	3,119.50
		Page 50	2,240.00
		Page 51	5,698.00
		Page 52	1,867.00
		Page 53	1,451.00
		Page 54	3,546.50
		Page 55	4,020.00
		Page 56	616.50
		Page 57	568.00
		Page 58	341.00
		Page 59	1,877.00
		Page 60	1,050.00
		Page 61	837.50
		Page 62	232.00
		Page 63	790.00
		Page 64	856.50
		Page 65	663.50
		Page 66	571.00

ITEM NO.	DATE	PARTICULARS	AMOUNT
		Page 67	1,270.50
		Page 68	1,710.00
		Page 69	481.50
		Page 70	445.50
		Page 71	1,315.50
		Page 72	419.00
		Page 73	528.50
		Page 74	506.00
		Page 75	564.50
		Page 76	863.00
		Page 77	1,517.50
		Page 78	853.00
		Page 79	574.50
		Page 80	365.00
		Page 81	471.50
		Page 82	673.50
		Page 83	3,210.00
		Page 84	2,268.00
		Page 85	1,175.50
		Page 86	1,385.00
		Sub Total	88,155.00
		Plus GST	8,815.50
		Total	96,970.50

ITEM NO.	DATE	PARTICULARS	AMOUNT
			=====,==
		Total Costs	96,970.50
			=====,==
		PLUS Disbursements	55,980.33
			*****.**
		TOTAL COSTS AND DISBURSEMENTS	152,950.83
			*****.**

To the party liable to pay the costs in the within Bill:

To avoid delay and to save costs, within 21 days of service of this Bill on you, you should serve on the party entitled to the costs a notice of objections stating the item or items to which you object and the nature and grounds of your objections. If no objection is served within 21 days this Bill may be filed for assessment with a statement to the effect that no objections have been served.

This notice will be relied on in respect of any application for costs of the assessment.

Our ref: TLG:/105760-016
Your ref:
Direct e-mail: tlg@turnerfreeman.com.au
Direct phone: 02 8222 3348

14 September 2009

Enmore Spiritualist Church Inc, Reverend Patricia Cleary, Caroline Allen, Miranda McCarthy and Matilda Vila
2/6 Albert St
NORTH PARRAMATTA NSW 2151

Dear Reverend Cleary

RE: CLAIM FOR AN INJUNCTION AGAINST WATERS, TERELINCK, HEMINGTON AND ORS

We acknowledge your instructions in this matter.

This letter is our costs disclosure and an offer to enter into a costs agreement with you.

Instructions

1. We confirm that we are instructed by you to act for you in respect of to take such action as may be necessary, including injunction proceedings in the Supreme Court against Symn Waters, Chorel Terelinck, Wendy Hemington and Recy Kypri including briefing Counsel as necessary.

Costs

2. We charge our professional fees ("costs") at a specified rate each hour engaged on your work. Our current rates for professional personnel are set out below. These rates may change in the future. We will review the rates at the end of each year or financial year. We will give you 14 days notice of our intention to vary the rates and how they are to change.
3. We charge our professional time and administration assistants on the basis of 10 units per hour. 1 unit is equal to 6 minutes and 5 units are equal to 30 minutes. The professional rates are set out below:

Professional rates

Position	\$ rate per hour
Partners	\$380.00 to \$500.00
Associates	\$275.00 to \$500.00
Solicitors	\$150.00 to \$275.00
Licensed Conveyancers	\$150.00 to \$275.00

Turner Freeman Sydney Office
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A.B.N. 27 395 824 213

Blue September

Blue September supports Cancer Council and its initiatives regarding men and cancer

**Cancer
Council**

Liability limited by a scheme approved

Legal Clerks	\$120.00 to \$140.00
Administration Assistants	\$120.00 to \$140.00
Travelling time	Charged at the hourly rate applicable to the professional person who is travelling

4. These are GST exclusive rates and the rates charged will therefore be the rates above increased by 10% when GST is added.
5. We reserve the right to amend the rates at the end of each financial year and/or calendar year.

Disbursements

6. In addition to costs we may incur expenses ("disbursements"). These include but are not limited to the disbursements set out below:
 - (a) Photocopying will be charged at 50 cents per page;
 - (b) Facsimile costs of \$1.50 per page for sending faxes;
 - (c) Local Mobile, STD and international telephone expenses are chargeable at cost;
 - (d) Legal process agents for court filing, service and searches at cost;
 - (e) Courier and taxi fees at cost;
 - (f) Court filing fees at cost;
 - (g) Postage;
 - (h) Bulk photocopying at cost;
 - (i) Service fees at cost;
 - (j) Witness expenses and conduct money as reasonably claimed;
 - (k) Government enquiries at cost;
 - (l) Fees for barristers as billed to us;
 - (m) Experts and other reports or expenses as billed to us;
 - (n) Investigation fees as billed to us;
 - (o) Non legal consultants as billed to us.

Rates for disbursements are exclusive of GST.

Costs and disbursements

7. In this agreement and the schedule to it, at times we use the term "legal costs". Legal costs are collectively costs and disbursements and GST.

Provisions relating to the retainer of counsel (barristers) and/or another law practice

8. The circumstances of your matter may be such, particularly if litigation is involved, that a barrister may be briefed to advise and to perform work in respect of the matter.
9. Before the barrister is briefed, we will notify you of the terms and conditions of the barrister's retainer with us. Barrister's fees or costs will be billed to you in accordance with the barrister's costs agreement and/or this costs agreement, as a disbursement.
10. Similarly, if there is work involved in another jurisdiction or in another city or town, and we need to obtain assistance or work from a legal practitioner or law practice in that jurisdiction or in that city or town, you will be notified of the terms and conditions of the retainer of that other law practice. The legal costs in respect of retaining that other law practice will be billed to you pursuant to their costs agreement with us, and/or this costs agreement as a disbursement.

Estimate of legal costs

11. Our present estimate of legal costs for completing your instructions is set out below.

At this stage we estimate costs between:	\$20,000 to \$30,000
At this stage we estimate our disbursement charges between:	\$20,000 to \$30,000
Total estimate:	\$40,000 to \$60,000

12. The estimates are exclusive of GST.
13. Because it is not possible at this time to provide an accurate estimate of the total legal costs we provide a range of estimates depending upon the amount of work involved.

Litigation matters	Estimated amount
To take instructions and perform initial work:	\$10,000 to \$11,000
To approach the Duty Judge to obtain interim injunctive relief:	\$7,000 to \$12,000
To appear on the next return date:	\$3,000 to \$7,000
To complete the matter if it goes past the first return date:	\$20,000 to \$30,000

14. Where there are various stages to the work each estimate at each stage is an additional amount so you need to add all the stages together for the total.

15. We cannot and will not quote you a fixed sum fee in advance. It can be impossible to determine with any degree of real certainty what the work will involve. As your matter progresses we will have a clearer idea of the issues involved. When this occurs we will review our estimates of legal costs and inform you by letter.
16. We will advise you of any additional work required and its estimated cost. The estimates given are only estimates and we make no representations whatsoever that we can complete your instructions for the estimates provided. The estimates have been provided based on your initial instructions. The estimate is provided only to comply with the *Legal Profession Act 2004* and should not be relied upon for any other purpose. The factors which can affect the estimates are set out in the standard terms and conditions.

Personnel

17. The work will be carried out by Terence Louis Goldberg. We have the discretion at all times as to which personnel in the firm carries out the work.

Accounts, payment and security for legal costs

18. We will send you regular interim accounts for our legal costs. Our terms of payment are 14 days from the date of the account. You can normally expect to receive an account:
 - (a) at the end of each month, if there has been work undertaken during that month and/or;
 - (b) during the course of the month; and/or
 - (c) when the work is completed.
19. You must pay each account within 14 days from the date of the account. If you fail to pay the whole or part of our account and there is not in place an agreed arrangement for the payment of our account, then we reserve the right to withhold carrying out further legal services for you regardless of the exigencies of the matter until our financial relationship with you is such that we are prepared to continue with the work. We do not bear any responsibility for the consequences of a suspension of the work due to non payment of accounts.
20. We ask you to send to us now prior to us commencing or continuing your instructions, the amount of \$11,000.00, which we will deposit into our trust account on account of anticipated legal costs. We may ask you in the future to pay further amounts to us to enable payment of disbursements or to provide security for them and our costs. In that case, we will assume, upon receipt of your payment, your authority to draw on the money to pay for our legal costs.
21. In certain cases our legal costs may be paid out of any verdict or settlement monies received if we confirm this in writing to you. In addition to the security provided to us by this agreement, you irrevocably authorise us to withhold any monies payable to you to meet our costs as well as any other monies owed by you in respect of this matter for any disbursements.

22. Apart from the security for costs or other security provided you are required to provide security to us for our legal costs incurred in doing the work. This security is limited to any monies payable to you because of any judgment, arbitration, compromise, award, judicial proceedings or settlement of your matter. For this purpose, you agree to assign and transfer to us by way of security the whole of the proceeds of the litigation, which is the subject of the work. Any amount not applied towards payment of your obligations under this agreement will be paid to you under your right of redemption. This security acts as a first ranking security and no subsequent security is to be provided over the proceeds of the litigation without prior written consent. You also agree that if required you will sign any further document that we may request in order to support your promise to pay our legal costs. The security conferred in this agreement does not reduce or waive our normal solicitor's lien.

Provisions in respect of litigation matters

23. Party/party costs (this clause only applies if this matter involves litigation). If, in the proceedings to which this agreement relates, an order is made requiring another party to pay your legal costs of the proceedings, that order will not affect your liability to pay our legal costs under this agreement, but the amount recovered (if any) may be applied towards satisfaction of our legal costs.
24. Payment of legal costs in advance prior to trial (this clause only applies if this matter involves litigation). We will require you to deposit into our trust account as a security sum an amount determined by us as the anticipated legal costs of this firm, including anticipated disbursements and the anticipated legal costs of any other lawyer or barrister retained on your behalf in the proceedings.

Continuing operation of this costs agreement

25. Please note the terms of this costs agreement will apply for each matter in which we are instructed to undertake on your behalf (except for the estimates).

Goods and Services Tax

26. The professional services and disbursements we pay in supplying the services are a taxable supply under the provisions of *A New Tax System (Goods & Services) Act 1999* ("the GST Act") and those services and most disbursements will be subject to the Goods & Services Tax. As a result, we will be required to pay tax of approximately one eleventh of the account rendered to you.
27. Our costs at the rates stated above and most disbursements are effectively increased, therefore, by 10%. The amount of GST we pay on your account is reduced by any input credit enjoyed by us. We do this by debiting you with only the GST exclusive portion of the disbursement and then adding the disbursement to the bill before then adding GST to the total.

Appointment of Turner Freeman as your agent

28. From time to time it may be necessary in the conduct of your matter to obtain and pay for goods and services from third parties. You appoint us as your agent for the purpose of

obtaining these goods and services. Our appointment takes place on and from the date of this agreement. We may pay for any goods or services from any monies that you lodge into our trust account. You may be entitled to any input tax credits, which arise as a consequence of the purchase of these goods or services.

Termination, your right to transfer the file & retention of your documents

29. We will not continue to do the work if you fail to pay our accounts, you fail to provide us with adequate instructions or you indicate to us we have lost your confidence.
30. We will give you at least 7 days notice of our intention to terminate this agreement and of the ground on which the notice is based. You will be required to pay our cost for that part of the work which has been done and for disbursements incurred up to the time of termination.
31. We are entitled to retain possession of your papers and documents while there is money owing to us for our legal costs even if we terminate this agreement for non payment or otherwise. At the conclusion of the legal work we perform for you, we will retain your file documents in a secure storage facility for a minimum period of seven (7) years. If you wish to recover the documents during the period they remain stored, we will charge you for the legal costs of and incidental to the retrieval, such costs being calculated in accordance with this costs disclosure and agreement with you.
32. If you want to transfer the matter including the files and documents to another legal firm we will only permit you to do this after you have paid in full all legal costs owed to us at the time of your transfer request.
33. In some situations and at our absolute discretion we may agree to release your file once we have from you signed written arrangements in place protecting our rights under this agreement in respect of legal costs.

Standard terms and conditions

34. The schedule to this agreement sets out the standard terms and conditions of our retainer with you which are included in this agreement.

Guarantee provisions

35. Any persons signing this agreement as guarantors hereby guarantee to us the due performance of the obligations of the client under the terms of this agreement and agree to pay any monies due to us which may become payable by the client under the terms of this retainer agreement upon us making a demand.

Acceptance of this offer

36. You may accept this offer in writing or by conduct including payment of a security deposit if required or simply by conduct which indicates your intention to instruct us. Acceptance in writing is preferable. Please sign and date the duplicate in the spaces provided and return it to us.

37. In the event that you are signing on behalf of a corporation, you will be required to also personally sign the agreement as required as guarantor, as will one other director of the corporation.
38. If a security deposit has been requested then we will begin the work promptly when you pay this but if you do not pay it but permit us to pursue your instructions then you will be deemed to have accepted these terms.

We thank you for your instructions.

Yours faithfully
TURNER FREEMAN

Per: Terence Goldberg
Partner

Enc

CLIENT ACKNOWLEDGMENT AND SIGNATURE

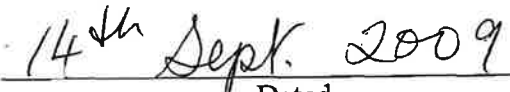
Matter number: M105760

Matter description: Advice on Church affairs

Client: Enmore Spiritualist Church Inc, Reverend Patricia Cleary, Caroline Allen, Miranda McCarthy and Matilda Vila

I, Miranda McCarthy, confirm that I have carefully read the costs agreement and schedule and I have been given the opportunity to discuss these terms and conditions with Turner Freeman, Lawyers, and I accept the terms and conditions as set out in the costs agreement and schedule.


Signed


Dated

I, Matilda Vila, confirm that I have carefully read the costs agreement and schedule and I have been given the opportunity to discuss these terms and conditions with Turner Freeman, Lawyers, and I accept the terms and conditions as set out in the costs agreement and schedule.


Signed


Dated

I, Caroline Allen, confirm that I have carefully read the costs agreement and schedule and I have been given the opportunity to discuss these terms and conditions with Turner Freeman, Lawyers, and I accept the terms and conditions as set out in the costs agreement and schedule.


Signed


Dated


I, Patricia Cleary, confirm that I have carefully read the costs agreement and schedule and I have been given the opportunity to discuss these terms and conditions with Turner Freeman, Lawyers, and I accept the terms and conditions as set out in the costs agreement and schedule.


Signed


Dated


Signed: Miranda McCarthy

14th Sept 2009
Dated


Signed: Matilda Vila

14th Sept. 2009
Dated


Signed: Caroline Allen

14th September, 2009
Dated


Signed: Reverend Patricia Cleary

14th September 2009
Dated

"C"

CERTIFICATE OF DETERMINATION OF COSTS

Legal Profession Act 2004 (the Act), Sections 367(1) and 368

**ASSESSMENT OF LAW PRACTICE AND CLIENT COSTS
(APPLICATION BY LAW PRACTICE)**

COSTS ASSESSMENT

ASSESSMENT NUMBER: 2010/156454

COSTS APPLICANTS: Armando John Gardiman, Christopher Mark Dawson, Terence Louis Goldberg, Thady Andrew Arnold Blundell trading as Turner Freeman

COSTS RESPONDENTS: Enmore Spiritualist Church Incorporated, Reverend Patricia Cleary, Caroline Allen, Miranda McCarthy and Matilda Vila

1. THE APPLICATION IS DETERMINED BY ASSESSING AS A FAIR AND REASONABLE AMOUNT OF COSTS TO BE PAID TO THE COSTS APPLICANTS THE AGREED SUM OF \$ 145,000.00.

Note: Credit is to be given by the Costs Applicants to the Costs Respondents for the sum of \$ 20,338.10 paid on account.

2. THE COSTS RESPONDENTS ARE TO PAY TO THE COSTS APPLICANTS THE SUM OF \$ 124,661.90.

As this matter has been settled this Certificate is not accompanied by a Statement of Reasons.

TO: COSTS RESPONDENTS:

Enmore Spiritualist Church Inc,
Rev. Patricia Cleary,
Miranda McCarthy and Matilda Vila
c/- 2/6 Albert Street
North Parramatta NSW 2151

Patricia Allen
c/-Burrigge & Legg
DX 461 Sydney

ISSUED ON: 27 January 2011

COSTS ASSESSOR John Bartos
180 Phillip Street
Sydney NSW 2000

[Signature]
.....
COSTS ASSESSOR

This and the following 0 pages
is the annexure marked "....."
referred to in the affidavit of

Sydney Waters
sworn this 12 day of March 2011
before me *[Signature]*
JP
10/4/2011

SENT ON: 03 FEB 2011

[Signature]
.....
MANAGER COSTS ASSESSMENT

This Certificate is, on the filing of the Certificate in the office or registry of a court having jurisdiction to order the payment of that amount of money and with no further action, taken to be a judgment of that court for the amount of unpaid costs (Section 368(5) of the Act). The rate of interest payable (if applicable) in respect of that amount of costs is the rate of interest prescribed by paragraph 110A of Legal Profession Regulation 2005.

This and the following 2 pages is the annexure marked "....." referred to in the affidavit of *Sydney Waters* sworn this 12 day of March 2011 before me: *BAS J. 295*

"A" "D"

①

Form 43 (version 2)
UCPR 36.11

DISTRICT COURT OF NSW
FC 50
AT SYDNEY
on 15 FEB 2011



JUDGMENT

COURT DETAILS

Court District Court of New South Wales
Registry Sydney
Case number 11/50391

TITLE OF PROCEEDINGS

Plaintiff *g* ARMANDO JOHN GARDIMAN, CHRISTOPHER MARK DAWSON, TERENCE LOUIS GOLDBERG, THADY ANDREW ARNOLD BLUNDELL TRADING AS TURNER FREEMAN

First defendant ENMORE SPIRITUALIST CHURCH INCORPORATED
Second defendant
Number of defendants 5
Reverend Patricia Cleary

DATE OF JUDGMENT

Date made or given 22 February 2011
Date entered 22 February 2011

TERMS OF JUDGMENT MADE BY THE COURT

- 1. Pursuant to section 368 of the Legal Profession Act 2004, judgment for the plaintiff against the defendants for the sum of \$124,661.90.

SEAL AND SIGNATURE

Court seal

Signature

Capacity

Date

[Handwritten Signature]
Assistant Registrar
16/3/11



NOTICE

Subject to limited exceptions, no variation of a judgment or order can occur except on application made within 14 days after entry of the judgment or order.

This is the Annexure of 26 pages marked "A" referred to in the Formal Proof of Debt or Claim (General Form) signed by me and dated 12 April 2011.

[Handwritten Signature]

Terence Goldberg

PERSON PROVIDING DOCUMENT FOR SEALING UNDER UCPR 36.12

Name	The Plaintiff
Legal representative	Armando John Gardiman Turner Freeman Level 16, St James Centre 111 Elizabeth Street SYDNEY NSW 2000
Legal representative reference	FMD:\M105760.322
Contact name and telephone	Foezullah Dewan 02 8222 3333

PARTY DETAILS

PLAINTIFF'S CLAIM

Plaintiffs

ARMANDO JOHN GARDIMAN,
CHRISTOPHER MARK DAWSON,
~~TERENCE LOUIS GOLDBERG, THADY~~
ANDREW ARNOLD BLUNDELL TRADING
AS TURNER FREEMAN

Plaintiff

Defendants

ENMORE SPIRITUALIST CHURCH
INCORPORATED

First defendant

REVEREND PATRICIA CLEARY

Second defendant

CAROLINE ALLEN

Third defendant

MIRANDA MCCARTHY

Fourth defendant

MATILDA VILA

Fifth defendant

"E"



N4714156

MINUTES OF THE ANNUAL GENERAL MEETING OF CREDITORS OF ENMORE SPIRITUALIST CHURCH INCORPORATED (IN LIQUIDATION), NSW INC 9884071 HELD AT THE OFFICES OF JONES PARTNERS INSOLVENCY & BUSINESS RECOVERY, LEVEL 13, 189 KENT STREET, SYDNEY, NSW, 2000 ON 29 MAY 2014 AT 11:00 AM

PRESENT

Refer to the attached Attendance Register.

IN ATTENDANCE

Mr Mark Marlow - Jones Partners
Miss Jasmine Miranda – Jones Partners

This and the following 3 pages
is the annexure marked "E"
referred to in the affidavit of

Sybil Waters
sworn this 12 day of March 2022
before me: [Signature] JP 124295

CHAIRPERSON

Mr Mark Marlow introduced himself and his staff. Mr Marlow advised that creditors are required to appoint a Chairperson to preside over the meeting.

Mr Marlow advised creditors that he would be prepared to act as Chairperson if there are no alternate nominations. Mr Marlow tabled an authority to chair the meeting which was signed by the Liquidator.

The following resolution to the meeting:-

"That Mr Mark Marlow be appointed Chairperson of the meeting".

It was moved by: Mr Terence Goldberg representing Turner Freeman Lawyers

The motion was declared carried.

QUORUM

The Chairperson advised that the quorum requirements set out in Regulation 5.6.16(2) of the Corporations Regulations had been met and that a quorum was properly present.

TIME, DATE AND PLACE OF MEETING

The Chairperson asked if there were any objections to time, date or place of the meeting. No objections were raised.

The Chairperson advised that in accordance with Regulation 5.6.14 the meeting was being held at a time, date and place convenient to the majority of persons entitled to receive notice of the meeting.

DOCUMENTS TABLED

The following documents were tabled at the Creditors meeting:

- Notice of Meeting
- Attendance Register
- Report to Creditors dated 15 May 2014
- Time Cost Ledger
- Information Sheet on Remuneration
- Authority to Chair meeting

UPDATE ON LIQUIDATION

The Chairperson tabled the Liquidator's Report to Creditors dated 15 May 2014. The contents of the report were discussed.

QUESTIONS AND STATEMENTS FROM CREDITORS

The Chairperson asked if there were any questions and/or statements from creditors.

Mr Terence Goldberg representing Turner Freeman Lawyers discussed updates regarding the setting up of the association's new Trust. Mr Goldberg advised that the lawyers of Perpetual Trustees are currently reviewing the Deed that Turner Freeman Lawyers have prepared with regards to the new association, which will be called "Congregation of Enmore Spiritualist Church Incorporated".

There were no other questions and/or statements from creditors.

REMUNERATION OF LIQUIDATOR

The following resolution was put to the meeting:-

"To approve the Liquidator's remuneration for work done by the Liquidator and staff of Jones Partners, in respect of the Liquidation, for the period 17 May 2011 to 14 May 2014, for an additional amount of \$15,780.00 (plus GST). This amount is to be charged in accordance with the Information Sheet on Remuneration and that such remuneration and necessarily incurred expenses be drawn by the Liquidator from funds held as he deems fit."

"To approve the remuneration for work done and to be done by the Liquidator, his employees and consultants, in respect of the Liquidation, for the period 15 May 2014 onwards, for an amount of \$40,000.00 (plus GST). This amount is to be charged in accordance with the Information Sheet on Remuneration, and that such remuneration and necessarily incurred expenses be drawn by the Liquidator from funds held as he deems fit. Should any further amount need to be approved this will be considered at any subsequent meeting of creditors."

It was moved by: Mr Terence Goldberg representing Turner Freeman Lawyers

The motion was declared carried on the voices.

CLOSURE

The Chairperson asked if there were any further questions. There were none.

The Chairperson thanked the creditors present for their attendance and there being no further business, the Chairperson declared the meeting closed at 11:11am.

Signed as a correct record.

Date: 20/15/2014



Mark Marlow
Chairperson

Form 531B

LIST OF PERSONS PRESENT AT MEETING OF CREDITORS

Paragraph 5.6.27(2)(b)
Corporations Regulations

Attendance Register for: Enmore Spiritualist Church Incorporated (In Liquidation)

Meeting Details: Annual Meeting

Meeting date, time and place: 29 May 2014 11:00AM

Level 13, 189 Kent Street, SYDNEY NSW 2000

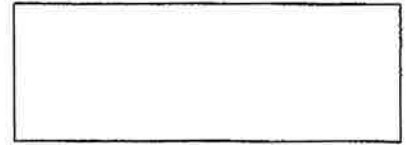
Creditors Selected: Unsecured Creditors: Y Directors: Y Preferential Creditors: Y Partly Secured CR (AG): Y Debiture Holder (AK): Y BKY - A3 Secured CR: N
Employees: Y

No. Code Name	Name of Proxy	Proxy Type	Informal/Formal	Proof Received \$	RATA Admitted \$	Signature
1 CA01	Caroline Allen			5,089.29	0.00	
2 CB01	Brighton Security			0.00	0.00	
3 CC01	Chan & Naylor Accountants			4,444.00	0.00	
4 CC02	Rev Patricia Cleary			34,931.53	0.00	
5 CC03	CBC Partners Pty Limited			3,514.50	0.00	
6 CE01	Energy Australia			232.91	0.00	
7 CL01	John Lindsay			6,385.00	0.00	
8 CM00	Miranda McCarthy			1,100.00	0.00	
9 CP00	Parker Taylor			7,860.00	0.00	
10 CG00	Quinn Martin Media Pty Ltd			6,250.00	0.00	
11 CS01	Sydney Water			0.00	0.00	
12 CT01	Turner Freeman Lawyers			188,303.60	0.00	represented by Mr Terence Goldberg - <i>via telephone</i>
13 CT02	Telstra			0.00	0.00	
14 CV01	Maitlida Vila			53.00	0.00	
Totals				258,163.83	0.00	

"F"

This and the following 3 pages is the annexure marked "....." referred to in the affidavit of

sworn this 12 day of March 2022 before me: [Signature]



Notification of final meeting convened by liquidator

Company details

Company name: Enmore Spiritualist Church Incorporated (in Liquidation)
ACN/ABN: [Blank]

Lodgement details

Who should ASIC contact if there is a query about this form?
Firm/organisation: Jones Partners Insolvency & Business Recovery
Contact name/position description: [Blank]
ASIC registered agent number (if applicable): 4916
Telephone number: (02) 9251 5222
Postal address or DX address: Level 13, 189 Kent Street Sydney NSW 2000

Details of meeting

Purpose of meeting

- To present an account:
- showing how the winding up of the company had been conducted,
- showing how the property of the company had been disposed of, and
- giving any necessary explanations.

Type of meeting Tick one box

- General meeting
Meeting of members and creditors

Date of meeting: 04/12/17

Action Tick one box

- The meeting was held
The meeting was convened but no quorum was present

Annexures

A copy of the account presented at the meeting, prepared in accordance with subsection 509(1), is enclosed in the annexure:

marked A of 2 pages

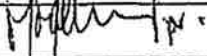
Signature

This form must be signed by the liquidator.

Name

Michael Gregory Jones

Signature



Date signed

05/12/17
[D] [D] [M] [M] [Y] [Y]

Lodgement

Send completed and signed forms to:
Australian Securities and Investments Commission,
PO Box 4000, Gippsland Mail Centre VIC 3841.

Or lodge the form electronically by visiting the ASIC website
www.asic.gov.au

For more information

Web www.asic.gov.au
Need help? www.asic.gov.au/question
Telephone 1300 300 630

Summarised Receipts & Payments

Enmore Spiritualist Church Incorporated (In Liquidation)

Transactions From 17 May 2011 To 06 December 2017

A/C	Account	Net	GST	Gross
73	Cash on Hand	\$43.25	\$0.00	\$43.25
78	Refund of Credit Balance	\$191.82	\$0.00	\$191.82
79	Refund from Storage Facility	\$445.45	\$44.55	\$490.00
83	Bank Interest	\$99,855.57	\$0.00	\$99,855.57
88	Sale of Property	\$965,143.79	\$0.00	\$965,143.79
89	GST Refund	\$31,821.94	\$0.00	\$31,821.94
90	Sale of Asset	\$187.00	\$0.00	\$187.00
158	Telephone & Fax	\$20.33	\$2.03	\$22.36
231	GST Payable	\$19.18	\$0.00	\$19.18
Total Receipts (inc GST)		\$1,097,728.33	\$46.58	\$1,097,774.91
29	Bank Charges	\$4.84	\$0.00	\$4.84
41	Professional Fees	\$500.00	\$50.00	\$550.00
83	Bank Interest	\$0.66	\$0.00	\$0.66
130	Agents/Valuers Fees (1)	\$8,426.73	\$842.67	\$9,269.40
132	Bank Charges	\$19.80	\$0.00	\$19.80
133	Commission Paid	\$14,475.00	\$1,447.50	\$15,922.50
135	Removalist Fees	\$1,749.05	\$174.90	\$1,923.95
139	Legal Fees	\$74,387.59	\$7,438.76	\$81,826.35
140	Accounting Fees	\$5,040.00	\$504.00	\$5,544.00
142	Energy Bill	\$145.67	\$14.57	\$160.24
148	Rates	\$50.13	\$0.00	\$50.13
152	Liquidators Remuneration	\$132,870.00	\$13,287.00	\$146,157.00
153	Liquidators Expenses	\$4,719.28	\$471.94	\$5,191.22
154	Statutory Advertising	\$667.16	\$66.72	\$733.88
155	Storage Costs	\$37,392.83	\$3,739.42	\$41,132.25
156	Liquidators Expenses (GST Free)	\$104.08	\$0.00	\$104.08
158	Telephone & Fax	\$151.19	\$15.11	\$166.30
160	Travelling Expenses	\$59.09	\$5.91	\$65.00
164	NSW Fair Trading Application Fees	\$174.00	\$0.00	\$174.00
165	Administrators Remuneration	\$29,606.50	\$2,960.64	\$32,567.14
166	Administrators Disbursements	\$1,141.80	\$114.18	\$1,255.98
167	Security Costs	\$3,009.80	\$300.98	\$3,310.78
168	Settlement Sum	\$100.00	\$0.00	\$100.00
169	Transfer of Trust Funds	\$500,000.00	\$0.00	\$500,000.00
179	Advertising	\$4,423.91	\$442.39	\$4,866.30
191	Unsecured Creditors	\$242,179.10	\$0.00	\$242,179.10
193	Post-Appointment Interest	\$4,500.00	\$0.00	\$4,500.00
Total Payments (inc GST)		\$1,065,898.21	\$31,876.69	\$1,097,774.90
Balance in Hand - By Bank Account				
212	Cheque Account			0.01

Summarised Receipts & Payments

**Enmore Spiritualist Church Incorporated
(In Liquidation)**

Transactions From 17 May 2011 To 06 December 2017

A/C	Account	Net	GST	Gross
213	Business Online Saver			0.00
215	Term Deposit - 36500709			0.00
				<hr/>
				\$0.01
				<hr/>



Michael Gregory Jones
Liquidator

"5"

E: symn.w@ters.me

20 Newman Street, Newtown NSW 2042
Tel: 02 9557 2885 Mob: 0435 222 456

Monday, 4th November 2019

Mr Terence Goldberg
Turner Freeman Lawyers
Level 12, 160 Sussex Street
Sydney NSW 2000

This and the following 9 pages
is the annexure marked "....."
referred to in the affidavit of
Synn Waters
sworn this 15 day of March 2022
before me: [Signature] JP 104295

Dear Mr Goldberg

Re: Supreme Court proceedings 2009/00291458-001

I refer to the Application for Assessment of Solicitor/Client Costs as filed with the Court by yourself on 23rd June 2010 in relation to the abovementioned Supreme Court proceedings. In such Application you state on multiple occasions that you acted for the Enmore Spiritualist Church Incorporated.

As you are well aware, the Enmore Spiritualist Church Incorporated was listed as the sixth defendant in the abovementioned Supreme Court proceedings. You are also well aware that the sixth defendant remains on the Court record as an unrepresented party, with no firm of solicitors acting on its behalf.

Given that you acted for the four plaintiffs in such proceedings, and given also that the sixth defendant was unrepresented in same, can you please explain to me your claim that you acted for the Enmore Spiritualist Church in such Application to the Court for assessment of your firm's professional costs. As can be seen, the situation and your actual statement are distinctly dichotomous, as well as such scenario being a breach of Rule 7.25 of the Uniform Civil Procedure Rules which states that a law firm cannot act for both and opposing parties in any same Court proceedings.

Further, in that same document, you explicitly state that there were only five defendants, when in fact there were six.

You are also well aware that the premises of 2 London Street, Enmore, was sold in June 2011 for \$965,000.00 in order to pay your claimed debt of \$124,661.90, although documents state that your firm was in fact paid the sum of \$188,303.60 (on 20th December 2012). Given other claimed and disputed debts against our now defunct church, the monies remaining should have been in the region of some \$700,000.00.

On perusing the website of the Australian Charities and Not-for-profits Commission, it is stated that in the financial year of 2016/2017, the remaining monies as belonging to our now defunct church were placed into a Trust, with such Trust having been set up by your firm.

Also, as per the same website, an amount in the region of \$985,447.00 entered such Trust in that period. As can be plainly seen, this sum is far in excess of the remaining monies as belonging to the original entity.

Given the appearance of a distinct conflict of interest, are you able to explain your input in the creation of such Trust, and are you also able to explain the origins of the seeming excess of such funds?

At this point it is worthy of mention that your firm was in fact involved in the creation of two separate entities; one of which being the abovementioned Trust. Both of these said entities have been set up as charities with almost identical names, with the sole objective of the said Trust to provide funds to the second created entity. The second entity at this moment in time has no particular function, and holds little funds in its account, and a long-time acquaintance of yours, at the time of the second entity's inception, was registered as the public officer of such.

The constitution of the original and now defunct entity provides that on the winding up of such that all assets belonging to it be provided to a likewise association or charity. It would appear that Turner Freeman therefore created likewise associations to receive those assets.

It remains pertinent that at the present moment in time, the ACNC website states that the abovementioned Trust now holds the amount of \$517,980.00 in its account. The ACNC website also states that the said Trust had expenses of \$492,307.00 in the financial year of 2016/2017. The cause of these expenses and where these funds went is presently unknown.

Also, and despite a number of various correspondences to you, the divergent statement that you acted for the sixth defendant (an unrepresented party) in Supreme Court proceedings when you acted for the four plaintiffs remains without any plausible or cogent explanation.

I also **attach** to this correspondence a previous letter to you of 15th November 2016 which relates directly to the above and which remains without any sort of reply from you or your firm.

Please let me know at your earliest convenience if any of the above is incorrect.

I copy this letter to various authorities, and I look forward to your swift response.

Yours faithfully



Symn Waters

Tuesday, 15th November 2016

Mr Terence Goldberg
c/- O'Brien Hudson Criminal Lawyers
1/281-283 Elizabeth Street
Sydney NSW 2000

Dear Mr Goldberg

Re: Enmore Spiritualist Church Incorporated

On 29th May 2014, you attended a purported meeting of the creditors of Enmore Spiritualist Church Incorporated ("the Church"). You were the only purported creditor to attend this meeting at the offices of Jones Partners ("the Liquidator"); a meeting known to you to be unlawful due to a breach of section 5.6.16(2) of the Corporations Regulations.

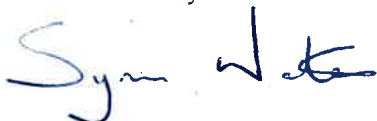
In that meeting you discussed the creation of a new entity by the name of 'The Congregation of the Enmore Spiritualist Church Incorporated'. You are aware that a long time associate of yours, Mr Jon Lindsay, is the public officer of this new entity and such new entity is based at the home address of Mr Lindsay.

You are aware that the assets belonging to the Church have been or are about to be transferred to that new entity.

The Department of Fair Trading states that the Liquidator paid Turner Freeman in full, to the amount of \$188,303.60, on 20th December 2012.

As Turner Freeman was clearly not a creditor of the Church on 29th May 2014, on what basis did you attend a meeting of creditors at the offices of the Liquidator on that date?

Yours faithfully



Symn Waters

Wednesday, 12th February 2020

Mr Terence Goldberg
Equity Partner
Turner Freeman Lawyers
Level 12, 160 Sussex Street
Sydney NSW 2000

Dear Mr Goldberg

Re: Improper conduct

I write further to and also in relation to my letter to you of 4th November 2019.

This letter is to be read in conjunction with such previous letter, and I **attach** copy of such for reference. To date, you have not provided any response.

As you know, you and your firm created both a Trust and a separate incorporated association, with both set up as charitable bodies, for the purposes of capturing the substantial residue of the now defunct Enmore Spiritualist Church Incorporated ("the original entity").

Of course, we know that you and your firm created such entities as such is stated in the minutes of a 'meeting of creditors', which you attended at the offices of Jones Partners ("the Liquidator") on 29th May 2014; and also, your firm's name appears on the cover of the Constitution of the newly set up incorporated association, with your personal references dotted throughout the same document, ie "TLG:/125386". I **attach** a copy of the said Constitution.

As you would be absolutely aware, the Trust as created with your input has only one objective, ie to provide funds to the newly created incorporated association. To date, the said incorporated association has no apparent function, and no apparent activities.

You are also absolutely aware that the original entity was the sixth defendant in Supreme Court proceedings in which you acted for the four plaintiffs (ie, 2009/00291458-001), and in which the sixth defendant was an unrepresented party, and from whom you improperly sought your clients' costs.

I will focus on the Constitution of the newly created incorporated association for a moment. As you are no doubt aware, the last three pages of that document contain the names of 19 supposed memberships. However, having verified those names and addresses against the electoral roll, the details of one membership only appears to actually tally with such.

In fact, a number of the names as specified in the said membership list do not actually appear on the electoral roll at all. It is also interesting that the Australian Charities and Not-for-profits Commission received a request, presumably from your firm, to obscure the last three pages of such document in order to prevent public scrutiny of the said membership details.

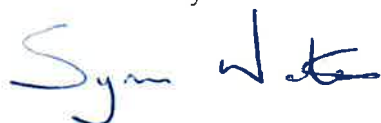
You are still to explain your attendance at the abovementioned meeting of creditors (with you being the sole attendee) at the offices of the Liquidator on 29th May 2014. As you know, NSW Fair Trading has confirmed that Turner Freeman was paid in full, by the Liquidator, of the debt claimed against the original entity on 20th December 2012.

It is also of note that in the abovementioned meeting of creditors of 29th May 2014, it is minuted that you personally discussed the creation of the abovementioned Trust and incorporated association, with such Trust ultimately being created on 16th December 2016, and the said incorporated association being registered with ASIC on 21st October 2015.

A letter from NSW Fair Trading of 17th October 2016 confirms the movement of the residue of funds as belonging to the original entity, again by the Liquidator, into the Trust you and your firm created. It is of interest as the date of such letter from NSW Fair Trading actually precedes the inception of the said Trust. One of the many anomalies and inconsistencies in this entire matter.

I await your response to this and to my previous correspondence to you.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Symn Waters', with a stylized flourish at the end.

Symn Waters

Monday, 30th March 2020

Mr Michael Jones
Managing Principal
Jones Partners, Insolvency and Business Recovery
Level 13, 189 Kent Street
Sydney NSW 2000

Dear Mr Jones

Re: Fraud and money laundering

I write to you as an ex-member of the now defunct Enmore Spiritualist Church Incorporated.

Firstly, I **attach** copy of correspondences to Terence Goldberg of Turner Freeman Lawyers of 4th November 2019 and 12th February 2020. This letter is to be read in conjunction with such. Mr Goldberg has so far declined to offer any response.

As can be seen in the two aforesaid letters, you appear to have acted in concert with Terence Goldberg in order to strip the above said incorporated association (and charity) of its substantial assets and place those and other funds of an unknown origin into a Trust, with such Trust having been set up by Mr Goldberg, with both your knowledge and sanction.

A sum in the region of \$985,447.00 was placed into the said Trust by you in the latter part of 2016, with an amount of \$492,307.00 departing that Trust shortly thereafter; leaving behind the sum of \$493,140.00 (an almost precise half-half split).

The issue, of course, is that the sum of \$985,447.00 far and away exceeds the remaining residue of the said incorporated association, which you liquidated while being fully aware of Terence Goldberg's fraudulent activities and equally fraudulent claimed debt against our church, and is also evidently double the expected amount.

Given the appearance of a fraud and money laundering operation at play, I seek an explanation from you in relation to the origin of the abovementioned excess of monies and also the separate disappearance of funds.

I copy this letter to various authorities, and I look forward to your prompt response, however, like Mr Goldberg, I expect you will demur to do so.

Yours faithfully

A handwritten signature in blue ink that reads "Symn Waters". The signature is written in a cursive style with a large initial "S" and a distinct "W".

Symn Waters

Friday, 12th June 2020

Mr Michael Jones
Managing Principal
Jones Partners Insolvency and Business Recovery
Level 13, 189 Kent Street
Sydney NSW 2000

Dear Mr Jones

Re: Fraud and money laundering

I refer to my correspondences to you of 30th March 2020, 18th May 2020, 19th May 2020, and 28th May 2020. As you know, those correspondences outline detailed allegations of fraud and money laundering. You have so far declined to respond.

On 21st July 2016, you purport to have held in your offices a general meeting of members of the now defunct Enmore Spiritualist Church Incorporated ("**the original entity**"). There is clear reason to believe that this meeting did not in fact take place and its minutes fabricated.

Of course, you are aware that I sought a copy of such minutes via a GIPA application, wherein you ensured that the names of the memberships, as well as the names of all supposed creditors were redacted and therefore obscured from public view.

Despite your efforts, we are aware of the supposed membership names of the original entity at that time as they are specified in the constitution of the newly formed Congregation of the Enmore Spiritualist Church Incorporated ("**the new entity**"), with Clause 5.2 providing:

"All those who were Members of the Enmore Spiritualist Church Inc (in liquidation) as at the date that entity entered administration under the Act are taken to be the Members of the Church, whose names appear in schedule 2 to this Constitution, subject to their written authorisation."

Firstly, that list of 19 names bears little resemblance to the true list of church members at that time, and secondly, most of the names on that list are a figment of someone's lively imagination. We know this as 18 of the 19 names on the list do not correlate with the electoral roll, with some names not actually appearing on the electoral roll at all.

I **attach** a copy of the constitution of that new entity known as the Congregation of the Enmore Spiritualist Church Incorporated. You will note Turner Freeman's input into the compiling of this constitution. Such is stated on the front page as well as Turner Freeman's reference being dotted throughout the document.

Now, the only resolution put forward and carried in the supposed meeting of 21st July 2016 was to place the residual monies as belonging to the original entity into a Trust of your and Terence Goldberg's making, ie the Congregation of the Enmore Spiritualist Church Foundation Trust.

As stated in the Deed of the abovementioned Trust, its sole object is to provide monies to the new entity (as referred to in paragraph 4 of this letter), with such, again, having been created by yourself and Terence Goldberg.

On 6th December 2017, you declared to ASIC that you transferred \$500,000.00, being the supposed residue of the original entity, into the abovementioned Trust. However, in the latter part of 2016, we know that that Trust in fact received an amount in the region of \$985,447.00. As can be seen, this is a sizable excess of funds. You have declined to offer any information in relation to this excess, and its origin.

Also, and as you well know, the sum of \$492,307.00 vanished from that Trust, marked simply as 'expenses' shortly thereafter. You have also declined to offer any information as to where this sum went.

It is also of distinct interest that in your declaration to ASIC, you state that you paid \$242,179.10 to unsecured creditors, however, the only true creditor of the original entity at the time of its winding up was to CBC Partners in the amount of \$3,514.50, which, by the way, the church had the means to pay.

In that same declaration to ASIC, you claim to have paid the sum of \$81,826.35 in legal fees. Given that Terence Goldberg of Turner Freeman Lawyers attended a purported meeting of creditors on 29th May 2014 when not a creditor of the original entity (being the sole attendee at this meeting), and also Turner Freeman's input into the creation of the constitution of the newly formed incorporated association, it is safe to assume that these legal fees were in fact paid to that firm.

Also, and in clarification of the above paragraph, Turner Freeman Lawyers claimed to be creditor of the original entity in the amount of \$188,303.60. As you are well aware, this claim on the part of Turner Freeman was fraudulent, and I am informed that you paid Turner Freeman in full on 20th December 2012*.

As you know, it was a long-time acquaintance of Terence Goldberg, while claiming to be a creditor of the original entity in the amount of \$85.00, who voted to wind up the original entity in the first instance. It is this same acquaintance who was the registered public officer

* Date corrected. Incorrect date of 12th December 2020 on letter originally sent to Mr Jones.

of the new entity at the time of its inception, with the said new entity being based at this acquaintance's given home address.

Do you wish to provide comment?

Yours faithfully

A handwritten signature in blue ink that reads "Symn Waters". The signature is written in a cursive style with a large initial "S" and a distinct "W".

Symn Waters

"H"

Time for service of this Summons/Motion/Subpoena has been abridged to

Form 4A (version 1)
UCPR 6.2

12 noon on 26/11/09

SUMMONS

COURT DETAILS

Court Supreme Court
Division Equity Division
List
Registry Sydney
Case number 5454/09

This and the following 9 pages is the annexure marked "....." referred to in the affidavit of

sworn this 12 day of March 2022 before me: [Signature] JP 124295

TITLE OF PROCEEDINGS

First plaintiff PATRICIA CLEARY
Number of plaintiffs 4

First defendant RECY KYPRI
Number of defendants 6

FILING DETAILS

Filed for Plaintiffs
Legal representative Armando John Gardiman
Turner Freeman
Level 16, St James Centre
111 Elizabeth Street
SYDNEY NSW 2000
Legal representative reference TLG:M105760.124
Contact name and telephone Terence Goldberg 02 8222 3333



HEARING DETAILS

The summons is listed at Law Courts Building
Queens Square, 184 Phillip Street
SYDNEY NSW 2000

Date and time 2:00 pm on 27/11/09

RELIEF CLAIMED

- 1. A declaration that the committee meeting of the Enmore Spiritualist Church Inc held on 19 November 2009 at Level 29, Chifley Tower, 2 Chifley Square, Sydney was a valid meeting of the committee of the Church for the purposes of the Associations Incorporations Act 1984 (the Act) and the Constitution of the Church.

2. A declaration that each of the resolutions/ motions passed at the committee of the Enmore Spiritualist Church Inc held on 19 November 2009 at Level 29, Chifley Tower, 2 Chifley Square, Sydney are valid and effective within the meaning of the Act and the Constitution of the Church.
3. A declaration that the purported special general meeting of the Enmore Spiritualist Church Inc held in the front garden of the Church premises at 2 London Street, Enmore on 10 September 2009 was not a validly convened meeting of the members of the Church within the meaning of the Act and the Constitution of the Church.
4. A declaration that none of the resolutions passed at a purported special general meeting of the Enmore Spiritualist Church Inc held in the front garden of the Church premises at 2 London Street, Enmore on 10 September 2009 were valid resolutions of the membership of the Church within the meaning of the Act and the Constitution of the Church.
5. A declaration that none of the persons who were purportedly appointed as financial members of the Enmore Spiritualist Church Inc at the purported special general meeting of the members of the Church held in the front garden of the Church premises at 2 London Street, Enmore on 10 September 2009 have been validly appointed as members of the Church within the meaning of the Act and the Constitution of the Church.
6. A declaration that none of the purported newly appointed members of the Church or financial members of the Church who were purportedly appointed to the office of the "interim committee" of the Enmore Spiritualist Church Inc at the purported special general meeting of the Church members held in the front garden of the Church premises at 2 London Street, Enmore on 10 September 2009 have been validly elected to the office of the committee of the Church within the meaning of the Act and the Constitution of the Church.
7. A declaration that only those persons whose names are listed on the first schedule to this summons are validly appointed members of the Enmore Spiritualist Church Inc within the meaning of the Act and the Constitution of the Church as at the date of this declaration of right.
8. An order that each of the first, second, third, fourth and fifth defendants, whether by themselves, their servants, agents or licensees, deliver up to the Enmore Spiritualist Church Inc, by effecting delivery to the plaintiffs' solicitors, Turner Freeman, of Level 16, 111 Elizabeth Street, Sydney all monies of the Church, books of account of the Church, keys to Church premises or any other Church property in the possession, custody or control of any and all of the first, second, third, fourth and fifth defendants within 10 days of the date of this order.

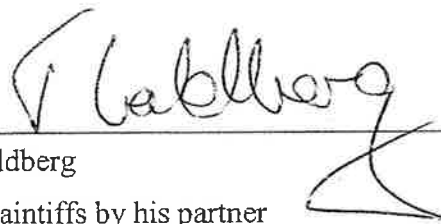
9. An order that each of the first, second, third, fourth and fifth defendants, by themselves, their servants, agents and licensees, be and are hereby permanently restrained from entering upon any Church premises or taking possession, custody or control of any of the Church property or monies of the Church which is not already in their possession, custody or control after the date of this injunction.
10. An order that each of the first, second, third, fourth and fifth defendants, by themselves, their servants, agents or licensees, be and are hereby permanently restrained from calling, holding or otherwise procuring the holding of a special general meeting of the membership of the Enmore Spiritualist Church Inc. at 2 London Street, Enmore or at any other place.
11. An order that the first, second, third, fourth and fifth defendants pay the costs of and incidental to these proceedings of the plaintiffs.

SIGNATURE OF LEGAL REPRESENTATIVE

This summons does not require a certificate under section 347 of the Legal Profession Act 2004.

I have advised the plaintiffs that court fees may be payable during these proceedings. These fees may include a hearing allocation fee.

Signature



Name

Terence Louis Goldberg

Capacity

Solicitor for the plaintiffs by his partner

Date of signature

25 November 2009

NOTICE TO DEFENDANT

If your solicitor, or barrister or you do not attend the hearing, the court may give judgment or make orders against you in your absence. The judgment may be for relief claimed in the summons and for the plaintiff's costs of bringing these proceedings.

You must enter an appearance before you can appear before the court.

HOW TO RESPOND

Please read this summons very carefully. If you have any trouble understanding it or require assistance on how to respond to the summons you should get legal advice as soon as possible.

You can get further information about what you need to do to respond to the summons from:

- The court registry.
- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at www.lawaccess.nsw.gov.au.

Court forms are available on the UCPR website at www.lawlink.nsw.gov.au/ucpr or at any NSW court registry.

REGISTRY ADDRESS

Street address	Law Courts Building Queens Square, 184 Phillip Street SYDNEY NSW 2000
Postal address	As above
Telephone	

PARTY DETAILS

PARTIES TO THE PROCEEDINGS

Plaintiffs

PATRICIA CLEARY

First plaintiff

MIRANDA MCCARTHY

Second plaintiff

MATILDA VILA

Third plaintiff

CAROLINE ALLEN

Fourth plaintiff

Defendants

RECY KYPRI

First defendant

WENDY HEMINGTON

Second defendant

CHOREL MAREE TERELINCK

Third defendant

SYMN WATERS

Fourth defendant

NORMAN POWER

Fifth defendant

**ENMORE SPIRITUALIST CHURCH
INCORPORATED**

Sixth defendant

FURTHER DETAILS ABOUT PLAINTIFFS

First plaintiff

PATRICIA CLEARY

Address 2/6 Albert St
NORTH PARRAMATTA NSW 2151

Address for service See solicitor's address below

Telephone number 02 9630 6824

Facsimile number

Email address

Agrees to electronic service No

Second plaintiff

MIRANDA MCCARTHY

Address 3/349 Bourke St
DARLINGHURST NSW 2010

Address for service See solicitor's address below

Telephone number 02 9361 6127

Facsimile number

Email address

Agrees to electronic service No

Third plaintiff

MATILDA VILA

Address 15/47 Cobar Street
DULWICH HILL NSW 2203

Address for service See solicitor's address below

Telephone number

Facsimile number

Email address

Agrees to electronic service No

Fourth plaintiff

CAROLINE ALLEN

Address	18 Caronia Ave CRONULLA NSW 2230
Address for service	See solicitor's address below
Telephone number	02 9525 1049
Facsimile number	
Email address	
Agrees to electronic service	No

Legal representative for plaintiffs

Solicitor on the record	Armando John Gardiman
Practising certificate number	15367
Firm	Turner Freeman
Solicitor with carriage of proceedings	Terence Louis Goldberg
Address	Level 16, St James Centre 111 Elizabeth Street SYDNEY NSW 2000
DX address	DX 152 SYDNEY
Telephone	02 8222 3333
Fax	02 8222 3349
Email	tlg@turnerfreeman.com.au

DETAILS ABOUT DEFENDANTS

First defendant

RECY KYPRI

Address

85 Thomas Walker Drive
CHITTAWAY BAY NSW 2261

Second defendant

WENDY HEMINGTON

Address

21 Abbott Road
HEATHCOTE NSW 2233

Third defendant

CHOREL MAREE TERELINCK

Address

8/118 Lawrence Street
ALEXANDRIA NSW 2015

Fourth defendant

SYMN WATERS

Address

20 Newman Street
NEWTOWN NSW 2042

Fifth defendant

NORMAN POWER

Address

6 Hannam Street
TURRELLA NSW 2205

Sixth defendant

ENMORE SPIRITUALIST CHURCH INCORPORATED

Address

2 London Street

ENMORE NSW 2042



25 NOV 2009

[Handwritten signature]

FIRST SCHEDULE

NAMES OF VALID MEMBERS OF THE CHURCH

Rev. Patricia Cleary (Life Member)	Miranda McCarthy (aka Mandy Miami)
Rev. Marcia Quinton (Life Member)	Jill Morrison
Miguel Alves	Susan Morrison
Tess Anderson	Maria Oliveria
Marlene Bartolo	Sonya Oliveria
Barbara Blair	Liliana Pinto
Barbara Briggs	Halyna Schan
Wayne Curtis	John Smythe
Laurie Dwyer	Caroline Allen
Nola Evans	Kate Stentiford
Frances Grace	Mark Symons
Sally Hatch	Mary Trewella
John Laws	Matilda Vila
Jon Lindsay	Kerrie Sevenoaks
Kathryn McDermott	James Anderson Morris

"I"



Form 40 (version 1)
UCPR 35.1

AFFIDAVIT OF TERENCE LOUIS GOLDBERG
SWORN THE 24TH DAY OF NOVEMBER 2009

COURT DETAILS

Court Supreme Court
Division Equity Division
List
Registry Sydney
Case number

TITLE OF PROCEEDINGS

First plaintiff **PATRICIA CLEARY**
Number of plaintiffs 4

First defendant **RECY KYPRI**
Number of defendants 6

FILING DETAILS

Filed for **Plaintiffs**
Legal representative Armando John Gardiman
Turner Freeman
Level 16, St James Centre
111 Elizabeth Street
SYDNEY NSW 2000
Legal representative reference TLG:\M105760.092
Contact name and telephone Terence Goldberg 02 8222 3333

This and the following 9 pages
is the annexure marked "I"
referred to in the affidavit of
Sym Waters
sworn this 12 day of March 2022
before me
[Signature] 104295

[Signature]
[Signature]

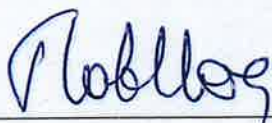
AFFIDAVIT

Name Terence Louis Goldberg
Address Level 16, St James Centre, 111 Elizabeth Street, Sydney in the State of New South Wales
Occupation Solicitor
Date 24 November 2009

I say on oath as follows:

1. I am a partner in the firm Turner Freeman and in that capacity have care, conduct and control of the matter on behalf of the plaintiffs.
2. I believe that the information contained in this affidavit is true.
3. Exhibited to me at the time of swearing this affidavit is a lever arch folder of documents marked **Exhibit TLG1**. I give evidence in this affidavit by reference to the documents which were exhibited to me at the time of swearing it which are contained in the exhibit (hereafter '**TLG1**' and which are paginated in accordance with the page numbers which correspond with the references to the documents contained in **TLG1**.
4. At the time of being retained by the plaintiffs to act on their behalf in respect of the affairs of the Enmore Spiritualist Church Inc (**the Church**), or since then, I was provided with the following documents by the plaintiffs which are relevant to the determination of these proceedings and, in particular, are relevant to the determination of the plaintiffs' claims for interlocutory relief pending the final determination of the proceedings, or I have created the following documents in my capacity as the solicitor for the plaintiffs, namely:

- (a) Declaration of Trust by Trustees dated 1984. TLG1 pages 1 - 2
- (b) Certificate of Incorporation of the Enmore Spiritualist Church dated 20 July 2005. TLG1 page 3
- (c) Model Rules of an associated incorporation as set forth in Schedule 1 to the Associations Incorporation Regulation, 1999. TLG1 pages 4 - 19
- (d) Membership List of the Members of the Church headed TLG1 pages 20 - 22



Deponent



Witness

2007 Enmore Spiritualist Church Financial Membership/
2008 AGM .

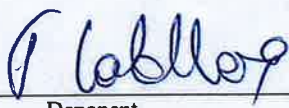
- (e) Financial accounts of the Enmore Spiritualist Church and Accountants Report attached to them for the 2006, 2007 and 2008 financial years. TLG1 pages 23 - 45
- (f) LPI title search in respect of the Church premises at 2 London Street, Enmore, being the land in Folio Identifier 1/929727. TLG1 pages 46 - 47
- (g) Certificate of Public Officer of Enmore Spiritualist Church (Helen Louise Kitson) relating to title for the search dated 25 November 2006. TLG1 page 48
- (h) Letter from Boyd House and Partners to the Registrar General dated 22 November 2006 seeking transfer of the Church premises' title from the name of the trustees into the name of the Church as an incorporated association. TLG1 pages 49 - 51
- (i) Minutes of Enmore Spiritualist Church Annual General Meeting held on 5 February 2009. TLG1 pages 52 - 56
- (j) Letter from Chorel Terelinck to Rev Patricia Cleary dated 1 April 2009. TLG1 pages 57 - 58
- (k) Letter from Boyd House Partners to Mr S Waters dated 15 April 2009. TLG1 page 59
- (l) Letter from Boyd House Partners to Ms C Terelink dated 15 April 2009. TLG1 page 60
- (m) Letter from Symn Waters to Boyd House Partners dated 16 April 2009 enclosing Ms Terelinck's trial balance. TLG1 pages 61 - 62
- (n) Agreement between the Committee Members TLG1 page 63


Deponent


Witness

of the Church dated 14 May 2009.

- (o) Email from Symn Waters to the plaintiff of 25 May 2009. TLG1 pages 64 - 65
- (p) Letter from Boyd House Partners to the Committee Members of the Church dated 25 May 2009. TLG1 pages 66 - 68
- (q) Minutes of the Committee Meeting of the Enmore Spiritualist Church of 12 June 2009 (wrongly headed 11 June 2009). TLG1 pages 69 - 74
- (r) Letter from Boyd House Partners to the defendants dated 12 June 2009. TLG1 pages 75 - 78
- (s) Letter from Symn Waters to Patricia Cleary dated 22 June 2009. TLG1 pages 79 - 81
- (t) Letter from Symn Waters to Rev Patricia Cleary dated 26 June 2009. TLG1 page 82
- (u) Letter from Wendy Hemington to Church Members being a circular letter dated 29 June 2009. TLG1 page 83
- (v) Letter from Wendy Hemington to Patricia Cleary dated 30 June 2009. TLG1 page 84
- (w) Financial report of CBC Partners Chartered Accountants addressed to Rev. Patricia Cleary dated 30 June 2009. TLG1 pages 85 - 90
- (x) Letter from Gerard Malouf and Partners Solicitors to Chorel Terelinck dated 8 July 2009. TLG1 pages 92 - 93
- (y) Email from Symn Waters to Christine Beshay (Solicitor at Gerard Malouf and Partners) dated 10 July 2009. TLG1 pages 94 - 95
- (z) Email from Caroline Allen to Symn Waters and TLG1 page 96



Deponent




Witness

Chorel Terelinck dated 24 July 2009.

- (aa) Purported Membership List of the Church provided by Symn Waters July 2009. TLG1 pages 97 - 99
- (bb) Letter from Symn Waters to Miranda McCarthy dated 3 August 2009. TLG1 pages 100 - 101
- (cc) Minutes of the Committee Meeting of the Enmore Spiritualist Church dated 7 August 2009. TLG1 pages 102 - 106
- (dd) Letter from Symn Waters to Committee Members of the Church dated 18 August 2009. TLG1 page 107
- (ee) Letter from Turner Freeman to Boyd House & Partners dated 20 August 2009. TLG1 page 108
- (ff) Letter from Boyd House & Partners to Turner Freeman dated 24 August 2009. TLG1 page 109
- (gg) Circular letter from Symn Waters to Church members dated 24 August 2009 enclosing notice of purported special general meeting of the Church and form of appointment of proxy. TLG1 pages 110 - 114
- (hh) Letter from Turner Freeman to Boyd House & Partners of 7 September 2009. TLG1 pages 115 - 116
- (ii) Letter from Boyd House & Partners to Turner Freeman of 8 September 2009. TLG1 page 117
- (jj) Poster placed under the door of the Church in September 2009, found by the First Plaintiff TLG 1 page 118
- (kk) Minutes of purported special general meeting of members of the Church dated 10 September 2009. TLG1 pages 119 - 123

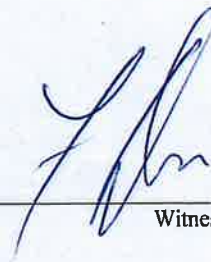

Deponent


Witness

- (ll) Letter from Turner Freeman Lawyers to Mr S Waters dated 11 September 2009. TLG1 pages 124 - 125
- (mm) Letter from Turner Freeman Lawyers to Ms Chorel Terelinck dated 11 September 2009. TLG1 pages 126 - 127
- (nn) Letter from Turnern Freeman Lawyers to Sandra Iaacs dated 11 September 2009. TLG1 pages 128 - 129
- (oo) Letter from Turner Freeman Lawyers to Wendy Hemington dated 11 September 2009. TLG1 pages 130 - 131
- (pp) Letter from Symn Waters to Turner Freeman Lawyers dated 11 September 2009 enclosing draft accounting report of CBC Partners dated 23 June 2009 and a copy of the Church Constitution. TLG1 pages 132 - 148
- (qq) Letter from Symn Waters to Ms Patricia Cleary dated 12 September 2009. TLG1 pages 149 - 151
- (rr) Letter from Chorel Terelinck to Boyd House Partners dated 16 September 2009. TLG1 page 152
- (ss) Letter from Boyd House Partners to Ms C Terelinck dated 17 September 2009. TLG1 page 153
- (tt) Letter from Chorel Terelinck to Rev Patricia Cleary dated 17 September 2009. TLG1 page 154
- (uu) Letter from Turner Freeman Lawyers to Mr S Waters dated 24 September 2009 with attachments notice of meeting, letter from Turner Freeman to the President, Law Society of New South Wales of 17 September 2009 and Letter from the President, Law Society of New South Wales of 21 September 2009. TLG1 pages 155 - 161



Deponent



Witness

- (vv) Letter from Turner Freeman Lawyer to Ms W Hemington dated 24 September 2009. TLG1 pages 162 - 163
- (ww) Letter from Turner Freeman Lawyers to Ms C M Terelinck dated 24 September 2009. TLG1 pages 164 -165
- (xx) Letter from Turner Freeman Lawyers to Ms Recy Kypri dated 24 September 2009. TLG1 pages 166 - 167
- (yy) Letter from Symn Waters to Turner Freeman Lawyers dated 25 September 2009. TLG1 pages 168 - 173
- (zz) Letter from Symn Waters to Turner Freeman Lawyers dated 27 September 2009. TLG1 page 174
- (aaa) Letter from Letter from Symn Waters to Turner Freeman Lawyers dated 29 September 2009. TLG1 pages 175 - 176
- (bbb) Minutes of the Meeting of the Enmore Spiritualist Church Inc Committee of 2 October 2009 TLG 1 pages 177 - 178
- (ccc) Letter from Symn Waters to Ms Caroline Allen dated 9 October 2009. TLG 1 page 179
- (ddd) Letter from Turner Freeman Lawyers to Mr S Waters dated 12 October 2009. TLG1 pages 180 - 185
- (eee) Letter from Turner Freeman Lawyers to Ms W Hemington dated 12 October 2009. TLG1 pages 186 - 191
- (fff) Letter from Turner Freeman Lawyers to Ms CM Terelinck dated 12 October 2009. TLG1 pages 192 - 197
- (ggg) Letter from Turner Freeman Lawyers to Ms Kypri dated 12 October 2009. TLG1 pages 198 - 203



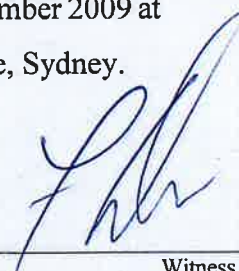
Deponent



Witness

- (hhh) Letter from Turner Freeman Lawyers to Boyd House Partners Lawyers dated 12 October 2009. TLG1 page 204
- (iii) Letter from Boyd House Partners Lawyers to Turner Freeman Lawyers dated 13 October 2009. TLG1 pages 205 - 206
- (jjj) Letter from Pigott Stinson to Turner Freeman Lawyers dated 19 October 2009. TLG1 pages 207 - 212
- (kkk) Letter from Turner Freeman Lawyers to Pigott Stinson Lawyers dated 26 October 2009. TLG1 pages 213 - 225
- (lll) Letter from Pigott Stinson to Turner Freeman Lawyers dated 3 November 2009. TLG1 pages 226 - 228
- (mmm) Letter from Turner Freeman Lawyers to Pigott Stinson Lawyers dated 6 November 2009. TLG1 pages 229 - 231
- (nnn) Email from Turner Freeman Lawyers to Robert Lopich Lawyers dated 17 November 2009 and five letters enclosed with that email. TLG 1 pages 232 - 264
- (ooo) Letter from Norman Power to Patricia Cleary undated. TLG1 page 265
- (ppp) Letter from Norman Power dated 14 November 2009 purporting to convene and serving notice of a special general meeting of the Church to be held on 3 December 2009. TLG1 pages 266 - 269
- (qqq) Email from Symn Waters to Turner Freeman enclosing letter to Patricia Cleary of 17 November 2009. TLG1 pages 270 - 273
- (rrr) Minutes of a meeting of the Enmore Spiritualist Church Inc Committee held on Thursday, 19 November 2009 at Level 29, Chifley Tower, 2 Chifley Square, Sydney. TLG1 pages 274 - 278

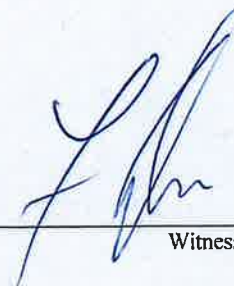

Deponent


Witness

- (sss) Letter from Chores Terelinck to Patricia Cleary dated 20 November 2009 and delivered by hand by Symn Waters to the office of Turner Freeman on 24 November 2009. TLG1 pages 279 - 280
- (ttt) Letter from Recy Kypri to Patricia Cleary dated 20 November 2009 and delivered by hand by Symn Waters to the office of Turner Freeman on 24 November 2009. TLG1 pages 281 - 282
- (uuu) Letter from Wendy Hemington to Patricia Cleary dated 20 November 2009 and delivered by hand by Symn Waters to the office of Turner Freeman on 24 November 2009. TLG1 pages 283 - 284
- (vvv) Letter from Symn Waters to Patricia Cleary dated 24 November 2009 and delivered by hand by Symn Waters, to the office of Turner Freeman on 24 November 2009. TLG1 pages 285 - 286
5. The premises of the Enmore Spiritualist Church at 2 London Street, Enmore, have been locked since about early September 2009 by the Church Committee and no Church members have had access to the Church premises since then, pending the resolution by this Honourable Court of the dispute between the members of the Committee of the Church as to the conduct of the affairs of the Church.
6. I am instructed that the plaintiffs, in their capacity as committee members of the Church, hold grave fears for the safety of the finances and property of the Church (including the Church premises at Enmore) pending the determination of these proceedings unless the defendants (who are former members of the Church Committee who held office for about 9 months from February to November 2009 and former members of the Church) are restrained from entering upon Church premises and are also restrained from conducting further purported special meetings of the members of the Church pending the final determination of these proceedings.



Deponent

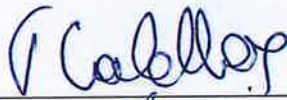


Witness

SWORN at

SYDNEY

Signature of deponent



Signature of witness



Name of witness

Foezullah Dewan

Address of witness

Level 16, 111 Elizabeth Street
SYDNEY NSW 2000

Capacity of witness

Solicitor

Note: The deponent and witness must sign each page of the affidavit. See UCPR 35.7B.

"J"



Form 40 (version 1)
UCPR 35.1

AFFIDAVIT OF TERENCE LOUIS GOLDBERG
SWORN THE 25TH DAY OF NOVEMBER 2009

COURT DETAILS

Court Supreme Court
Division Equity Division
List
Registry Sydney
Case number

TITLE OF PROCEEDINGS

First plaintiff **PATRICIA CLEARY**
Number of plaintiffs 4

First defendant **RECY KYPRI**
Number of defendants 6

FILING DETAILS

Filed for **Plaintiffs**
Legal representative Armando John Gardiman
Turner Freeman
Level 16, St James Centre
111 Elizabeth Street
SYDNEY NSW 2000
Legal representative reference TLG:\M105760.125
Contact name and telephone Terence Goldberg 02 8222 3333

This and the following 5 pages
is the annexure marked "J"
referred to in the affidavit of
Sydney Water
sworn this 12 day of March 2022
before me:

[Signature] JP
104295
[Signature]

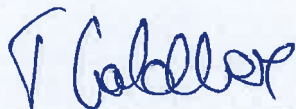
[Signature]

AFFIDAVIT

Name Terence Louis Goldberg
Address Level 16, St James Centre, 111 Elizabeth Street, Sydney in the State of New South Wales
Occupation Solicitor
Date 25 November 2009

I say on oath as follows:

1. I am a partner in the firm Turner Freeman and in that capacity have care, conduct and control of the matter on behalf of the plaintiffs.
2. I believe that the information contained in this affidavit is true.
3. I refer to my affidavit sworn 24 November 2009 in particular to Paragraph 4(m) to exhibit TLG1. The item described at paragraph 4(m) of TLG1 should be more correctly described as a letter from Symn Waters to Boyd House and Partners dated 16 April 2009.
4. Annexed hereto and marked "A" is a letter from Chorel Terelinck to Boyd House and Partners of 16 April 2009 enclosing her trial balance.
5. I also refer to exhibit TLG1 page 114. The item at page 114 is a photocopy of an envelope in which was placed the poster described at paragraph 4 (jj) of my affidavit and exhibited at TLG1 at page 118. I am instructed that the envelope containing the poster says the words "Reverend Cleary" in the handwriting of the fourth defendant, Symn Waters.



Deponent



Witness

SWORN at

Sydney

Signature of deponent



Signature of witness



Name of witness

Foezullah Dewan

Address of witness

Level 16, 111 Elizabeth Street
SYDNEY NSW 2000

Capacity of witness

Solicitor

Note: The deponent and witness must sign each page of the affidavit. See UCPR 35.7B.

This and the following.....pages is the annexure
marked A.....referred to in the affidavit of
Terence Louis Goldberg
sworn the 25th day of November 2009
before me:

[Signature]
Justice of the Peace/Solicitor

WITHOUT PREJUDICE

Ph: 9519 9614
0438 519 961
chorel@unwired.com.au

Chorel Maree Terelinck JP
8/118 Lawrence Street
Alexandria NSW 2015

16th April 2009

Mr John Conti
Partner
Boyd House & Partners
Solicitors & Attorneys
GPO Box 5196
Sydney NSW 2001

Copy

Dear Mr Conti

Re: Reverend Patricia Cleary and Enmore Spiritualist Church
Your Ref: jpc:sf 24/25116 dated 15 April 2009

Further to your letter dated 15 April 2009 I wish to advise the following:

At no time have I ever defamed Reverend Patricia Cleary, therefore I cannot withdraw any "defamatory remarks made against her". In fact, I have absolutely no knowledge of anything I was ever supposed to have said to Reverend Patricia. Even when she threw one of her "legendary tantrums" and screamed abuse in my face in front of the church community, I said nothing. At those times it was better to walk away.

I have been a member of Enmore Spiritualist Church since 1988, have been a Platform Medium since 1994 and since 2008 have been a teacher running a meditation circle every Monday night. I have held church keys since the 1990's.

My highest regard and respect has always been for the history of the church. I have grave concern for the future of Enmore Spiritualist Church and its continued success. It was a great privilege to be elected by a majority of the members to the position of Treasurer at the Annual General Meeting held on 5th February 2009.

Reverend Patricia Cleary had held the position of Treasurer since the 1970's and it was a great shock to her and surprise to me, for her to lose the role so convincingly.

I was not handed the cheque book until 22nd February 2009 and was not handed the Treasurer's books until the 6th March 2009

Since my becoming Treasurer I discovered that on two separate occasions: weekend of 14th February, 2009 and weekend of 21st February, 2009 money was stolen from the locked drawer in the filing cabinet totalling \$83.80. When the Committee were informed that the money was gone Reverend Patricia and certain of the Committee said "spirit took the money".

Further, it has been discovered that taxi fares for which the church has been paying on behalf of Reverend Patricia Cleary have been inflated. Reverend Patricia has been writing her own taxi receipts and charging the church **\$70.00 per trip**. I have had quotes of **\$57.11** and evidenced a driver voucher for **\$56.30** for a trip from Parramatta to Enmore on 29th March, 2009. Reverend Patricia wrote \$70.00 on the line above this amount.

On 5th January, 2009 Cheque No. 000645 made out to cash was drawn by Reverend Patricia Cleary in the sum of **\$980.00**, but no evidence of this was ever brought to the Committee's attention, entered into the Treasurer's monthly expenditure book or corresponded with any visits in the visitors' book.

I have also discovered that for a very long time petty cash too, has been over-inflated. Every month Reverend Patricia drew petty cash cheques for **\$300.00**. She demanded that I continue to do so. I refused saying that petty cash was for "topping up" when needed.

I, as Treasurer, was given petty cash for \$200.00 on 6th February, 2009. Matilda Vila, who does the shopping was given \$300.00 on 6th February, 2009.

You will see from 6th February 2009 to 2nd April, 2009 I have recorded petty cash as follows: (see attached spreadsheet). This indicates that \$300.00 per month for petty cash is certainly NOT required. Since taking the treasury, petty cash evidenced itself to be the sum of \$80 a month and flowers \$53 a month. This is quite different from the usual \$300 for petty cash and \$100 for the flowers. We believe the very same items are being purchased with the petty cash money.

If there are any further records you would wish to sight or if you have any questions regarding my role as Treasurer please do not hesitate to call me.

My first interest in this matter is, and always has been, Enmore Spiritualist Church.

Chorel Maree Terelinck
Treasurer
Enmore Spiritualist Church Inc.

**Enmore Spiritualist Church
from 5 February 2009 to 3 April 2009**

Petty Cash - Chores Terellinck

16.2.09	Chq 000683 - 9.2.09	Flowers	Milk etc	Out	In
					\$200.00
23.2.09	Milk		\$2.20		
24.2.09	Paper Towels x 6		\$8.05		
25.2.09	Post - Dept Fair Trading		\$1.10		
	IGA Enmore - Flowers x 2	\$18.00			
2.3.09	Milk		\$2.20		
	Reading Day Kitchen Float paid back to Pat				
6.3.09	Cleary		\$15.00		
12.3.09	Biscuits - Healing Night		\$12.90		
3.4.09	Milk		\$2.20		
	Change - Caroline reading day expenses		\$3.45		
	Totals	\$18.00	\$47.10	\$65.10	
3.4.09	Balance				\$134.90

Petty Cash - Matilda Vila

6.2.09	Chq 000658 - 24.1.09	Flowers	Milk etc	Out	In
					\$300.00
6.2.09	IGA Enmore - Flowers x 2	\$20.00			
	IGA Enmore - Flowers x 1 and Milk	\$8.00	\$2.30		
13.2.09	IGA Enmore - Flowers x 2 and Orange Juice and Milk	\$14.00	\$2.20 \$2.30		
19.2.09	IGA Enmore - Flowers x 1	\$6.00			
1.3.09	IGA Enmore - Biscuits		\$16.55		
5.3.09	IGA Enmore - Flowers x 1	\$8.00			
5.3.09	IGA Enmore - Flowers x 1	\$8.00			
19.3.09	IGA Enmore - Toilet rolls & paper towels		\$34.85		
19.3.09	IGA Enmore - Flowers x 1 and Biscuits	\$8.00	\$54.05		
27.3.09	IGA Enmore - Flowers x 1	\$8.00			
2.4.09	IGA Enmore - Flowers x 1	\$8.00			
	Totals	\$88.00	\$112.25	\$200.25	
3.4.09	Balance				\$99.75
	Total Flowers	\$106.00			
	Total Milk etc		\$159.35		

JEF:CAT

"K"

IN THE SUPREME COURT
OF NEW SOUTH WALES
EQUITY DIVISION

5

BERGIN CJ in EQ

FRIDAY 27 NOVEMBER 2009

5454/09 - PATRICIA CLEARY v RECY KYPRI

10

MENTION

Mr C J Bevan for the Plaintiffs

Mr J Ralston, Solicitor, for the First to Fifth Defendants

15

20

RALSTON: Your Honour, I appear for the first to fifth defendants and I'll be filing a submitting appearance; I'll be seeking leave to file it in court if that's suitable.

HER HONOUR: Yes. Do you have it there?

25

RALSTON: These are the originals, your Honour.

HER HONOUR: Just one of each. Do you appear for each of the first to--

30

RALSTON: First to fifth, your Honour. (Handed up.) And your Honour, could I make it clear that notwithstanding the fact that each of those defendants feel that they have a legitimate grievance and a matter that would otherwise be legally arguable, they simply do not have the resources to fight, and that was made patently clear in the correspondence on 3 November to the other side.

35

HER HONOUR: There is a problem, though, Mr Ralston, I think, because the plaintiff wishes to claim that the calling of the meeting for the 3rd, which is next week, is invalid. Do your clients want to proceed with that meeting or not?

40

RALSTON: I think not, but I would probably need some instructions, your Honour.

45

HER HONOUR: What I would hope is that this matter can actually be settled on the basis that the parties engage in sensible discussions and reach a sensible conclusion about the way forward. If they're not pressing ahead with the meeting on the 3rd, that will enable some time, if you will pardon the vernacular, for the dust to settle.

RALSTON: Indeed, your Honour.

50

HER HONOUR: I will adjourn for a short while.

This and the following 4 pages is the annexure marked "K" referred to in the affidavit of

sworn this 12 day of March 2022 before me: [Signature]

JEF:CAT

SHORT ADJOURNMENT

HER HONOUR: Yes.

5 BEVAN: Subject to what your Honour has to say about it, the parties have
resolved their differences, but it would require your Honour doing two things;
one is to make declarations and orders, save as to costs, in accordance with
the summons; and the second would be to note an agreement to move the
10 matter forward so that the defendants have an opportunity of in effect being
reinstated to the church at the AGM which must be held on or about
4 February; and the agreement provides a regime for ensuring that they are
accorded natural justice at that meeting; that is, if I can hand the documents up
and--

15 HER HONOUR: Yes, thank you, Mr Bevan. (Handed up.)

BEVAN: The provisions of the typed document speak for themselves. I will
only speak to the handwritten document.

20 HER HONOUR: Just pardon me for a moment. Take a seat, Mr Bevan.

BEVAN: I should say that the proposal is that we all bear our own costs.

25 HER HONOUR: The parties will bear their own costs, yes, thank you.

Are the declarations and orders to be made by consent?

BEVAN: Yes, we've signed them, your Honour.

30 HER HONOUR: I see, thank you.

Are there persons affected by declaration 5 that are not represented before
me?

35 BEVAN: Well, there probably are, your Honour--

HER HONOUR: I can't make that declaration.

40 BEVAN: No.

HER HONOUR: I have a feeling that the better course is to make no
declarations and to, rather, allow the parties to have an inter partes
arrangement of agreement as to what their rights are in respect of the matter
and to make the orders in your handwritten document and to delete from that
45 handwritten document the words "notwithstanding the terms of paragraph 7 of
the declarations and orders", et cetera.

BEVAN: Yes.

50 HER HONOUR: So I will just delete those five lines and it will start: "The

JEF:CAT

parties agree".

BEVAN: Yes.

5 HER HONOUR: And I will hand back those short minutes that you've handed up in the typewritten form. (Handed down.)

10 I would think that it's a better course to note the agreement between the parties and perhaps list it for directions in February; and if nothing is needed to be done, the summons could just be dismissed after the Annual General Meeting takes place.

15 BEVAN: The only complicating factor is we have an issue as to who the members are then, because--

HER HONOUR: When?

20 BEVAN: Well, any time between now and the AGM, because the plaintiffs' position is that there are a number of people who are purported members who have been--

HER HONOUR: Well I can't make orders today.

25 BEVAN: No, no.

30 HER HONOUR: It's as simple as that. Now what you've got from Mr Ralston is a sensible arrangement and a sensible agreement. Now you work out who's a member by reason of financial arrangements. They're not pressing on with the meeting, you're going to call an Annual General Meeting in due course, and I can't see that any parties that are here today will need any further hearing before this Court, but I will allow the matter to go in the list for directions next year, and if it's necessary I will grant liberty to restore on one day's notice. But I think the better regime is the one that's in the handwritten document, without making any declarations or orders by reason of the problems that I have just identified.

35 I note the agreement between the parties as contained in the document initialled by me and dated today.

40 The matter is listed for directions on 19 February 2010 before the Registrar in Equity.

I grant liberty to restore on one day's notice.

45 Yes, Mr Bevan, anything?

BEVAN: Well, perhaps it could be noted--

50 HER HONOUR: Yes.

JEF:CAT

BEVAN: --that the agreement between the parties is that the plaintiffs for the purposes of procuring the meeting to be held - this is the Annual General Meeting - are the committee of the church.

5 HER HONOUR: Yes.

BEVAN: I mean, otherwise we don't have an organ to actually call the AGM.

10 HER HONOUR: Yes. Do you want to write that out? Do you want to write out the detail of what there is between these parties agreed, if it's not already contained in your short minutes or your notation of your agreement?

BEVAN: Well--

15 HER HONOUR: It says the plaintiffs agree to procure in their capacity as the committee of the sixth defendant that the church will hold its Annual General Meeting.

20 BEVAN: Well, perhaps, can I suggest - could I just have 30 seconds, your Honour?

HER HONOUR: Yes, of course.

25 BEVAN: The proposal is, your Honour, that because we've assumed that the regime - the declarations and orders - would be made--

HER HONOUR: Yes.

30 BEVAN: --could we have that noted as an agreement to assist us to move forward, so that the typewritten document--

HER HONOUR: Yes. If you hand it up please.

35 BEVAN: If I could hand up the short minutes which now note an agreement in terms of the declarations, what were the form of declarations and orders, so that we can move forward. (Handed up.)

40 HER HONOUR: Yes. I note the agreement in the document marked "A", initialled by me and dated today.

Now is there any need, therefore, to keep the matter alive?

45 RALSTON: One would hope not, but the capacity for things to go wrong is always there, but if they go wrong perhaps it will better to start fresh proceedings rather than--

50 HER HONOUR: Well I think perhaps the parties seem to have gone forward sensibly and have reached a very, if I may say, sensible arrangement, but I'll add this order:

JEF:CAT

By consent each party pay their own costs.

I won't list it for directions, and I'll mark it as finalised, and I won't grant the liberty to restore.

5

I will let you have your exhibit back, Mr Bevan. (Handed down.)

BEVAN: Thank you, your Honour.

10 HER HONOUR: I congratulate the parties on reaching a sensible arrangement.

ADJOURNED

15

oOo

"L"

DATED: 16 DECEMBER 2016

The Congregation of the Enmore Spiritualist Church Foundation Trust

This and the following 14 pages is the annexure marked "L" referred to in the affidavit of Syme Watson sworn this 12 day of March 2022 before me [Signature] 104295

Table of Contents

1.	DEFINITIONS AND INTERPRETATION.....	1
2.	ESTABLISHMENT OF TRUST.....	3
3.	OBJECTS OF TRUST.....	3
4.	APPLICATION OF INCOME.....	3
5.	POWERS OF THE TRUSTEE.....	4
6.	ACCOUNTS.....	7
7.	INDEMNITY.....	8
8.	EXPENSES.....	8
9.	REMUNERATION OF TRUSTEE.....	8
10.	SECURITY FOR ADMINISTRATION OF TRUST.....	8
11.	EXERCISE OF THE TRUSTEES POWERS.....	9
12.	RETIREMENT OF TRUSTEE.....	9
13.	VARIATION OF TRUST DEED.....	10
14.	WINDING UP OF TRUST.....	10
15.	GENERAL PROVISIONS.....	11

THIS DEED POLL dated


16 DECEMBER

2016

PARTIES

PERPETUAL TRUSTEE COMPANY LIMITED ACN 000 001 007 of Level 12, 123 Pitt Street Sydney in New South Wales (Trustee)

and


(Settlor)

INTRODUCTION

The Settlor has made a donation to the Trustee of the Settled Sum to be held by the Trustee upon the terms of this Deed and the Trustee accepts the trust hereinafter declared.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document, unless otherwise indicated by the context:

The Congregation of the Enmore Spiritualist Church Incorporated means the incorporated association by the same name.

Person unless the context otherwise requires includes a company.

Property means real, personal, intellectual, movable or immovable property of any description and wheresoever situate including (without limiting the generality hereof) policies, cash and choses in action currently held by the Trustee for the objects of the Trust.

Registered Charity means an entity that is registered or otherwise recognised as a charity by the Australian Charities and Not-for-profits Commission or any successor body responsible for recognising entities as charities for the purposes of income tax exemption.

Settled Sum means \$100.00.

TAA 53 means the *Taxation Administration Act 1953* (Cth).

Trust means the trust confirmed by this Deed.

Trustee means Perpetual Trustee Company Limited.

Trust Fund means:

(a) the Settled Sum;

-
- (b) any further or additional property which any person or company may donate to or vest or cause to be vested in the Trustee to be held upon the trusts and with and subject to the powers and provisions hereof;
 - (c) the Property for the time being and from time to time representing the Settled Sum and the further or additional property (if any) aforesaid.

Year means any financial year commencing on the first day of July in any calendar year and ending the thirtieth day of June in the following calendar year and in respect of any broken period occurring at the commencement or termination of this settlement or the trusts hereby created means the portion of the financial year running in the case of such commencement aforesaid from the date hereof to the thirtieth day of June next following and in the case of such termination aforesaid from the first day of July last preceding.

1.2 Interpretation

In this document, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this document;
- (c) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph or schedule of or annexure to this document;
- (d) a reference to "\$" is to Australian dollars;
- (e) an expression importing a natural person includes a body corporate, partnership, joint venture or association;
- (f) a reference to a statute or regulation includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party to a document includes that party's successors and permitted assigns;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document;
- (i) a covenant, agreement, representation or warranty on the part of or in favour of two or more persons binds them or is for the benefit of jointly and severally;
- (j) if an event must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day; and
- (k) a reference to a body, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

-
- (l) this Trust is made under the laws of New South Wales and the rights of all parties in, and the construction and effect of each and every provision hereof, shall (subject to the provisions of **clause 5** hereof) be subject to such laws and the situs of this Trust and of all beneficial interests therein shall be deemed to be in New South Wales.
-

2. ESTABLISHMENT OF TRUST

- (a) The Trustee hereby declares that it will hold the Trust Fund upon the trusts and with and subject to the powers and provisions hereinafter contained.
- (b) The Trustee shall have the right in its absolute discretion at any time during the continuance of the trusts hereby created to accept such additional property as may be donated to the Trust hereby constituted by any person either personally or by testamentary act or disposition or by any company.
- (c) The Trust is to be known as the Congregation of the Enmore Spiritualist Church Foundation Trust.
-

3. OBJECTS OF TRUST

The charitable objects for which the Trust is established are:

- (a) to provide funds for the Congregation of the Enmore Spiritualist Church Incorporated whilst ever it is a Registered Charity and exempt from income tax; or
- (b) in the event that the Congregation of the Enmore Spiritualist Church Incorporated is not a Registered Charity and exempt from income tax, then to provide funds for another charity which is:
- (i) established and carries on activities for the advancement of religion;
 - (ii) has similar objects to the Congregation of the Enmore Spiritualist Church Incorporated;
 - (iii) a Registered Charity; and
 - (iv) endorsed as income tax exempt,
- as determined by the Trustee in its discretion.
-

4. APPLICATION OF INCOME

- (a) The Trustee shall pay or apply the net income of the Trust Fund for the charitable objects specified in **clause 3**.
- (b) The receipt of the person purporting to be the treasurer, secretary or other proper officer of any recipient of a payment or application of income from the Trust Fund or proof of transmission of funds by the Trustee through the

balancing system to the Congregation of the Enmore Spiritualist Church Incorporated or other entity entitled under **clause 3** shall be a sufficient discharge to the Trustee and the Trustee need not see to the application of the payment.

- (c) The Trustee may allow the Trust Fund to accumulate and retain income in the Trust Fund as deemed appropriate from time to time.

5. POWERS OF THE TRUSTEE

Solely for the purpose of carrying out the aforesaid objects and not otherwise, the Trustee shall have and may exercise from time to time, in addition to all of the powers vested in trustees by law or statute, the following powers:

- (a) to retain any property belonging to or forming part of the Trust Fund in the actual state or condition in which the same shall be received by the Trustee so long as the Trustee shall think proper;
- (b) to purchase any lease or otherwise acquire any real or personal property or any interest therein on behalf of the Trust on such terms and conditions as the Trustee thinks fit;
- (c) to sell alienate lease or otherwise dispose of or deal with all or any Property at any time forming part of the Trust Fund in such manner by public or private treaty and for such price in money or other consideration and on such conditions as the Trustee may think proper and to receive the consideration price and grant discharges therefor;
- (d) to exercise all the voting powers attaching to any shares stock debentures or other securities (hereinafter called "Securities") at any time forming part of the Trust Fund;
- (e) to exchange Property for other Property of like or different nature and for such consideration and on such conditions as the Trustee may consider advisable;
- (f) to compromise and settle for such consideration and upon such terms and conditions as the Trustee may consider advisable all matters arising in relation to the trusts hereby created or the Trust Fund;
- (g) to surrender and deliver up any Securities forming part of the Trust Fund for such consideration and upon such terms and conditions as the Trustee may approve to any company reducing its capital and the Trustee may receive such consideration in the form of cash Securities or other assets as may be agreed between the Trustee and such company;
- (h) to consent to any re-organisation or reconstruction of any company the Securities of which form part of the Trust Fund and to consent to any reduction of the capital or other dealing with such securities as the Trustee may consider advantageous or desirable;
- (i) to invest the Trust Fund including any moneys forming part thereof and requiring investment hereunder in such investments anywhere in the world and to take or move the Trust Fund to or from any place in the world as the

Trustee may in its absolute discretion deem to be fit and desirable whether or not such investments shall be authorised for the investment of the Trust Fund and without in any way restricting the foregoing provisions of this clause to invest the same:

- (i) in the purchase of shares or options to take up shares in any company (wherever incorporated) securities policies of assurance or other investments or Property (real or personal) whatsoever and wheresoever situate including the purchase or taking on lease for such period and upon such terms as the Trustee thinks fit or freehold or other immovable Property whether involving liability or not and whether in possession or reversion and whether producing income or not or upon such personal credit with or without security and upon such terms as the Trustee shall in its absolute discretion think fit; and
- (ii) on loan whether secured or unsecured and either with or without interest to any person or persons or to any company;

and the Trustee shall have the same full and unrestricted power of investing and transposing investments as if the Trustee were entitled in all respects beneficially to the Trust Fund;

- (j) to determine whether any sums received or disbursed are on account of capital or income or partly on account of one and partly on account of the other and in what proportions and the decision of the Trustee whether made in writing or implied from the acts of the Trustee shall be conclusive and binding;
- (k) to employ and pay for such professional or other assistance as the Trustee may deem requisite in the discharge of the duties of the Trustee;
- (l) to act on the opinion or advice of or information obtained from any financial adviser, lawyer, valuer or broker and the Trustee shall not be responsible for any loss depreciation or damage occasioned by acting or not acting in accordance therewith;
- (m) to determine all questions and matters of doubt which may arise in the course of the management, administration, realisation, liquidation, partition or winding up of the Trust Fund;
- (n) generally to perform all acts of alienation and hypothecation and other acts of ownership to the same extent and with the same effect as might have been done if this Deed had not been made;
- (o) to erect buildings on and effect improvements to any Property forming part of the Trust Fund and also to conduct farming operations and lease all or any part of such Property;
- (p) to institute and defend proceedings at law and to proceed to the final end and determination thereof or compromise the same as the Trustee shall consider advisable;
- (q) to incorporate any company or companies in any place under the law of that place at the expense of the Trust Fund with limited or unlimited liability for the

purpose of (inter alia) acquiring the whole or any part of the Trust Fund and so that the consideration on the sale of the Trust Fund or any part thereof to any company incorporated pursuant to this clause may consist wholly or partly of fully paid debentures or debenture stock or other Securities of the company and may be credited as fully paid and may be allocated to or otherwise vested in the Trustee and be capital money in the Trustee's hands;

- (r) to exercise or concur in exercising the voting and other rights attaching to any Securities for the time being of the Trust Fund so as to become a director or other officer or employee of any company and to vote for and to be paid and to retain for the Trustee's own use and benefit reasonable remuneration for the Trustee's services to that company;
- (s) to borrow at any time or times any moneys required for the purposes hereof upon such terms as to repayment of principal and payment of interest (if any) as it shall in its absolute discretion think fit and the Trustee may for this purpose mortgage or charge in favour of the lender the whole or any part of the Trust Fund or any interest therein and may execute and issue any bills of exchange, bank bills and any form of negotiable instrument and further the Trustee may lend its own money for the purposes hereof at such interest as the Trustee in its absolute discretion shall decide not exceeding a rate which is reasonable having regard to the rate at which money could be borrowed in the same circumstances in the open market at the time of making the loan;
- (t) to invest the Trust Funds as one fund together with other trust funds held by the Trustee and to distribute the income arising therefrom rateably among the several trusts to which the money so invested belongs and any loss arising from any such investment shall likewise be borne rateably by the several estates;
- (u) to carry on and conduct any business or businesses which it may think fit either alone or in partnership with another or others or to engage in any joint venture and to use any part of the Trust Fund for such purpose. The Trustee may employ any person or persons including any Trustee hereof for the purpose of managing or carrying on any such business or businesses on such terms and conditions as the Trustee may in its absolute discretion determine or the Trustee may leave the entire management of any partnership business or joint venture to any person or persons for the time being a partner or partners thereof or a member of such joint venture and the Trustee shall not be concerned to interfere in such management or be responsible for not interfering therein or attending thereto further than by requiring annual accounts to be delivered or audited;
- (v) to guarantee the payment of money and the performance of obligations and to give indemnities to or on behalf of any person or persons in any form the Trustee thinks fit and this power shall be exercisable notwithstanding the fact that there may be no contractual, legal or fiduciary relationship between the Trustee and the person or persons to whom or on behalf of whom the Trustee proposes to give the said guarantees;
- (w) to take out policies of life assurance on the life of any person in respect of whom the Trustee of the Trust Fund has an insurable interest and to take an assignment of any policy or policies of life assurance and to maintain any policy or policies of life insurance for the time being forming part of the Trust

Fund by paying the premiums, duties and other monies payable in respect thereof;

- (x) to exercise or concur in exercising all powers and discretions hereby or by law given notwithstanding that it or any person being a Trustee or any person being a director or shareholder of the Trustee hereof being a company may have a direct or personal interest in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole trustee;
- (y) to deposit from time to time the Securities or documents of title to Property being subject to the trusts hereof with a bank trust company investment broker or like institution in any part of the world and to delegate to such bank trust company investment broker or other like institution such of the trusts and powers hereby or by law vested in the Trustee with reference to the premises so deposited as the Trustee may consider expedient so to delegate and the Trustee shall not be liable or responsible for any loss whatsoever not caused by its own fraud which may in any manner occur in relation thereto;
- (z) to delegate any of its powers and or functions to one or more boards or committees consisting of such persons and upon such terms as the Trustee thinks fit and conversely to withdraw any delegated powers or functions from any board or committee at any time and further the Trustee may terminate the operation of any such board or committee at any time without being required to disclose the reasons for such termination or withdrawal of powers therefrom.

6. ACCOUNTS

- (a) In each Year the Trustee must cause financial statements, including a profit and loss account and balance sheet as at the end of each Year, to be prepared by a qualified chartered or public accountant authorised to practice in the place where the financial affairs of the Trust are in the main conducted, certified by such accountant to be a true and proper statement of affairs of the Trust Fund setting out all:
 - (i) income;
 - (ii) capital;
 - (iii) costs and disbursements and other outgoings paid or payable out of the Trust Fund and chargeable against income;
 - (iv) capital expenditure and liabilities chargeable to capital;
 - (v) investments and money comprised in the Trust Fund; and
 - (vi) to the extent to which the Trustee may require, the separate recording of any category of income or capital.
- (b) The Trustee must in relation to the Trust Fund:

-
- (i) establish and maintain proper accounts in book or compute form which must accurately record all receipts and outgoings in relation to the Trust Fund; and
 - (ii) separately record income and capital of different categories as are provided by this Deed as the Trustee may decide.
-

7. INDEMNITY

The Trustee shall be indemnified against all liabilities (other than arising from its own wilful neglect or default) incurred in or in connection with the administration of the Fund and the exercise of its powers, duties and discretions and shall have a lien on the Fund for such indemnity.

8. EXPENSES

The expenses in connection with the administration of the Trust including the charges of the Trustee hereinafter provided for and of the investment and reinvestment of any part of the Trust Fund and the collection of income and other sums derivable therefrom shall be charged against the income of the Trust Fund but if such income is insufficient for the purpose then the same shall be charged against the Trust Fund or so much thereof as may be required in addition to the income for the purpose.

9. REMUNERATION OF TRUSTEE

The Trustee may pay or apply the Trust Fund:

- (a) for fair and reasonable remuneration at a rate not exceeding the rate published by the Trustee from time to time; and
- (b) to pay or reimburse reasonable costs and expenses which may include costs incurred by the Trustee or third party expenses payable or paid by the Trustee, relating to investment management, brokerage, fund manager expenses, specialist advice, preparation of returns and accounts or external or internal audits of the trust,

but may not apply the Trust Fund for a payment of, or reimbursement for, any penalties under section 426-120 of Schedule 1 to the TAA 53.

10. SECURITY FOR ADMINISTRATION OF TRUST

The Trustee shall not be required to give bond or security for the due and faithful administration of the Trust Fund or for the discharge of the trusts hereby created.

11. EXERCISE OF THE TRUSTEES POWERS

- (a) Every discretion or power hereby or by law conferred on the Trustee shall be an absolute and uncontrolled discretion or power subject to any contrary provision herein contained and the Trustee shall not be held liable for any loss or damage accruing as a result of the Trustee concurring or refusing or failing to concur in an exercise of any such discretion or power.
- (b) Trustee shall not be liable for any error of judgment or mistake of law or other mistake or for anything save the wilful misconduct or wilful breach of this Trust by such Trustee, and the Settlor and the Trustee shall be held harmless against any claims, losses, death duties, taxes and impositions arising in connection with the Trust Fund or any part thereof.
- (c) Provided the Trustee acts in good faith:
 - (i) It is entitled to be indemnified out of the Trust Fund for all debts, damages, obligations or other liabilities incurred, arising or awarded by or against the Trustee in the execution of any power, duty, discretion or authority under this Deed and in respect of all actions, claims, demands and costs relating to or concerning the Trust Fund;
 - (ii) entitled to reimbursement from the Trust Fund for all moneys expended and debts incurred in or about the administration of the Trust; and
 - (iii) may apply the Trust Fund or any moneys or property comprised in the Trust Fund as it may decide to satisfy the rights of reimbursement or indemnity to which it is under this Deed, or otherwise by law, entitled.
- (d) Any determination or resolution of the Trustee under any of the provisions hereof may be made or may be recorded in a written minute and such minutes shall be signed by the Trustee and kept with the accounts and records of the Trust Fund.

12. RETIREMENT OF TRUSTEE

- (a) If at any time it appears to the satisfaction of the Trustee that it would be desirable to do so, the Trustee may by deed retire as a trustee and by the same deed appoint a new Trustee provided that the retiring Trustee nominates a successor Trustee following which the Trust Fund and income thereof shall be transferred to such new Trustee (jointly with any co-trustee) and the receipt of such new Trustee shall be a good discharge to the resigning Trustee of its obligations hereunder.
- (b) Any successor Trustee under this Deed shall have all the powers, authorities and duties conferred upon and undertaken by the Trustee hereunder and by the applicable law or any rule of court and any and all attorneys-in-fact agents custodians or depositaries of the Property comprising the Trust Fund or income thereof shall be authorised to accept instructions from the said successor Trustee or Trustees as to the disposition thereof. Upon the

appointment of a successor Trustee pursuant to this Deed any attorneys-in-fact agent custodian or depository of the Property comprising the Trust Fund or income thereof shall forthwith become the same for such successor Trustee without the necessity for the execution or filing of any paper or any further act.

13. VARIATION OF TRUST DEED

- (a) The Trustee may, by Deed, release or revoke any power or powers conferred on the Trustee under this Deed and may vary or amend any of the provisions contained in this Deed provided that:
- (i) no such release, revocation, variation or amendment shall be valid if such release, revocation, variation or amendment would have the effect of infringing any rule against perpetuities or of directing all requiring any excessive accumulations of income or would entitle a Trustee to receive any of the income or corpus of the Trust Fund; and
 - (ii) there shall be no change to the objects of the Trust in **clause 3** without the consent of the Congregation of the Enmore Spiritualist Church Incorporated but such consent is only required whilst ever the Congregation of the Enmore Spiritualist Church Incorporated is a Registered Charity and exempt from income tax .
- (b) On execution of any deed pursuant to **clause (a)** and satisfaction of the conditions:
- (i) the power (if any) purported to be released or revoked pursuant to such deed shall be absolutely and irrevocably released or revoked;
 - (ii) the amendments to or variations of the provisions of this Deed purported to be effected thereby (if any) shall (subject as aforesaid) be deemed to be effective forthwith.
-

14. WINDING UP OF TRUST

- (a) The Trust shall be wound up if there is a resolution to that effect by the Trustee.
- (b) If on that date, the Trustee stands possessed of any part of the Trust Fund, the same shall not be paid to or distributed to the Trustee but shall either be applied in the furtherance of the objects of the Trust as provided in clause 3 of this Deed.
- (c) The recipient of the remaining assets must be an entity as determined by the Trustee in its discretion having similar objects to the objects of this Trust and must:
- (i) be established and carry on activities for the advancement of religion;
 - (ii) have similar objects to the Congregation of the Enmore Spiritualist Church Incorporated;

- (iii) be a Registered Charity; and
- (iv) be endorsed as income tax exempt.

15. GENERAL PROVISIONS

15.1 Waiver or Variation

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude:
 - (i) its future exercise; or
 - (ii) the exercise of any other power or right.
- (c) The variation or waiver of a provision of this document or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

15.2 Severability

- (a) If any clause or part of a clause of this document is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause will be deemed to be severed from this document and of no force and effect but all other clauses and parts of clauses of this document will nevertheless prevail and remain in full force and effect and be valid and fully enforceable.
- (b) No clause or part of a clause of this document will be construed to be dependent upon any other clause or part of a clause unless so expressed.

15.3 Governing Law and Jurisdiction

- (a) This document is governed by the laws of New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

15.4 Further Assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this document.

15.5 Counterparts

This document may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the document will be the date on which it is executed by the last party.

15.6 Whole Agreement

- (a) This document embodies the whole agreement between the parties relating to the subject matter of this document and supersedes any and all oral and written negotiations and communications by or on behalf of any of them.
- (b) The parties have not, in entering into this document, relied upon any warranty representation or statement, whether oral or written, made or published by any other party or any person on behalf of any other party or otherwise in connection howsoever with the subject matter of this document, except such as are expressly provided herein and subject thereto have relied entirely upon their own enquiries relating to the subject matter of this document.
- (c) The parties agree that to the extent that each of them may exclude any warranties or conditions which might otherwise be implied in connection with this document or the subject matter of this document by any competent legislation, then each party expressly excludes from application all such implied warranties and conditions.

15.7 Rights Not Affected by Failure to Enforce

The failure of either party at any time to enforce any of the provisions of this document or any rights in respect hereto or to exercise any election herein provided will not be a waiver of such provisions, rights or elections or affect the validity of this document.

EXECUTED

Executed by [Redacted])
[Redacted])
[Redacted]

as SETTLOR:

Signed [Redacted]

[Redacted]
Print Name/Position

SIGNED in my presence for and on behalf of
PERPETUAL TRUSTEE COMPANY LIMITED (ABN 42 000 001 007) by its
Attorneys [Redacted] and
[Redacted]
who are personally known to me and each of
whom declares that he/she has been duly
appointed by the Board of Directors of that
company as an Attorney of the company for
the purposes of the Power of Attorney dated
16 September 2014 (Book No. 4676 Number
802) and that he/she has no notice of the
revocation of his/her powers thereunder.
[Redacted]
Witness
[Redacted]
Witness [Redacted]

Attorney [Redacted]
Senior Trust Manager
Attorney [Redacted]
Property Manager

"M"

This and the following 32 pages
is the annexure marked "M"
referred to in the affidavit of

sworn this 12 day of March 2022
before me:

Sydney Water


Constitution

The Congregation of the Enmore Spiritualist Church Incorporated

Turner Freeman
Lawyers
Level 13
39 Martin Place
SYDNEY NSW 2000
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Contents

1.	NAME	1
2.	FUNDAMENTAL PRINCIPLES	1
3.	OBJECTS	1
4.	TYPE OF COMPANY	2
5.	MEMBERSHIP ELIGIBILITY	2
6.	REGISTER OF PARISHIONERS	2
7.	NOMINATION FOR MEMBERSHIP	3
8.	REGISTER OF MEMBERS	3
9.	FEES AND SUBSCRIPTIONS	4
10.	MEMBERS' LIABILITIES	4
11.	MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE	5
12.	CESSATION OF MEMBERSHIP	5
13.	RESIGNATION OF MEMBERSHIP	5
14.	DISCIPLINING OF MEMBERS	5
15.	RIGHT OF APPEAL OF DISCIPLINED MEMBER	6
16.	POWERS OF THE COMMITTEE	7
17.	COMPOSITION OF COMMITTEE	7
18.	ELIGIBILITY OF COMMITTEE MEMBERS	8
19.	ELECTION OF PRESIDENT	8
20.	ELECTION OF COMMITTEE MEMBERS	9
21.	SECRETARY	9
22.	TREASURER	10
23.	CASUAL VACANCIES	10
24.	REMOVAL OF COMMITTEE MEMBERS	10
25.	COMMITTEE MEETINGS AND QUORUM	11
26.	DELEGATION BY COMMITTEE	11
27.	VOTING AND DECISIONS	12
28.	REIMBURSEMENT OF EXPENSES	12
29.	INDEMNITY OF COMMITTEE MEMBERS	12
30.	PAYMENT OF INDEMNITY POLICY PREMIUM	13
31.	INDEMNITY TO CONTINUE	13
32.	ANNUAL GENERAL MEETINGS - HOLDING OF	13
33.	ANNUAL GENERAL MEETINGS - CALLING OF AND BUSINESS AT	14
34.	SPECIAL GENERAL MEETINGS - CALLING OF	14
35.	NOTICE	14

36.	QUORUM FOR GENERAL MEETINGS	15
37.	PRESIDING MEMBER.....	15
38.	ADJOURNMENT	15
39.	MAKING OF DECISIONS	16
40.	SPECIAL RESOLUTIONS	16
41.	VOTING.....	16
42.	PROXY VOTES NOT PERMITTED.....	17
43.	POSTAL BALLOTS.....	17
44.	MINISTER AS SPIRITUAL LEADER.....	17
45.	RESPONSIBILITIES OF MINISTER.....	17
46.	ELIGIBILITY CRITERIA.....	18
47.	APPOINTMENT OF MINISTER.....	18
48.	VACANCY IN THE OFFICE OF MINISTER	18
49.	REMOVAL OF MINISTER.....	19
50.	MULTIPLE MINISTERS.....	19
51.	COMMITTEE MAY MAKE RULES	19
52.	FUNDS.....	19
53.	FUNDS MANAGEMENT.....	19
54.	CUSTODY OF BOOKS	20
55.	INSPECTION OF BOOKS	20
56.	CHANGE OF NAME AND AMENDMENT OF CONSTITUTION	20
57.	DISSOLUTION	20
58.	RESOLUTION OF DISPUTES	21
59.	SERVICE OF NOTICES	21
60.	FINANCIAL YEAR	22
61.	FINANCIAL REPORTING.....	22
62.	GOVERNING LAW	23
63.	DEFINITIONS.....	23
64.	INTERPRETATION	24

CONSTITUTION

Part 1: Name, Principles and Objects

1. Name

The name of the association is The Congregation of the Enmore Spiritualist Church Incorporated ("the Church").

2. Fundamental Principles

2.1 The Church accepts the fundamental principles of spiritualism as follows:

- (a) The Universal Fatherhood of God;
- (b) The Universal Brotherhood of Man;
- (c) The Communion of Spirits and the Ministry of Angels;
- (d) The Survival of Bodily Death;
- (e) Personal Responsibility;
- (f) Compensation and Retribution, here or hereafter, for all the Good and Evil Deeds done on Earth; and
- (g) Eternal Progress open to every Human Soul.

2.2 The aforesaid principles are not presented as a confession of faith, or as a standard to which assent is required. They are to be construed as a moral and ethical framework on which all Spiritualists can agree and unite in fellowship.

3. Objects

The charitable objects of the Church are the advancement of religion through:

- (a) the promotion of belief in the religion of Spiritualism;
- (b) facilitation of worship of Spiritualism through conducting public spiritual services;
- (c) building and/or maintaining and/or repairing the Church's place of worship;
- (d) advancing understanding of Spiritualism for all through the provision of information, organising seminars, lectures and workshops;
- (e) facilitation of spiritual healing;
- (f) strengthening the fraternal relations between Spiritualists;
- (g) promoting and maintaining links with other charitable religious organisations having similar objects; and
- (h) doing all such lawful things for the advancement of Spiritualism.

- (i) to assume control of and conduct of the business of and the Ministry of the Enmore Spiritualist Church Inc (in liquidation).
-

4. Type of Association

- 4.1 The Church is to operate at all times as a non-profit organisation.
- 4.2 The assets and Net Income of the Church shall be applied solely in furtherance of the objects listed in clause 3.
- 4.3 No income or property of the Church will be paid, transferred or distributed, directly or indirectly, by way of dividend or otherwise to any Members of the Church. However, nothing in this Constitution will prevent payment in good faith to a Member:
 - (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Church;
 - (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Church; or
 - (c) of reasonable and proper rent for premises leased by an Member to the Church.
- 4.4 The Church must be located in Australia.

Part 2: Membership

5. Membership Eligibility

- 5.1 A person is eligible to be a Member of the Church if the person:
 - (a) is a natural person;
 - (b) is over the age of 18 years;
 - (c) accepts the fundamental principles of Spiritualism as set out in clause 2, providing a moral and ethical framework for his or her belief;
 - (d) has been a Parishioner of the Church for at least 5 years,
 - (e) has engaged in regular activities held by the Church to assist in furthering the Church's fundamental principles, and
 - (f) has been nominated and approved for Membership of the Church in accordance with clause 7.
 - 5.2 All those who were Members of the Enmore Spiritualist Church Inc (in liquidation) as at the date that entity entered administration under the Act are taken to be the Members of the Church, whose names appear in schedule 2 to this Constitution, subject to their written authorisation.
-

6. Register of Parishioners

- 6.1 For a Parishioner to be recognised, the Secretary of the Church must establish and maintain a register of Parishioners of the Church specifying the name and current

residential address of each person who is a Parishioner of the Church together with the date on which the person became a Parishioner.

- 6.2 A person does not have to be registered as a Parishioner to take part in worship or spiritual services; however, they are only guests of the Church until such time as they are officially registered.
- 6.3 A Parishioner may only maintain his/her registration as a parishioner if he/ she is a regular attendee at worship or spiritual services conducted by the Church, and for the purposes of regular attendance such attendance must be at least once per month on average, each year.
- 6.4 Removal from the register of Parishioners may be made by the Secretary in the event that a Parishioner does not attend the Church regularly, but this does not bar a person from being re-admitted as a Parishioner, or from attending the Church as a guest.

7. Nomination for Membership

- 7.1 A nomination of a person for Membership of the Church:
 - (a) must be made by a Member of the Church in writing in the form set out in schedule 1 to this Constitution, and
 - (b) must be lodged with the Secretary of the Church.
- 7.2 As soon as practicable after receiving a nomination for Membership, the Secretary must refer the nomination to the Committee which is to determine whether to approve or to reject the nomination, and the determination by the Committee will be final.
- 7.3 As soon as practicable after the Committee makes that determination, the Secretary must:
 - (a) notify the nominee, in writing, that the Committee approved or rejected the nomination (whichever is applicable), and
 - (b) if the Committee approved the nomination, request the nominee to pay the sum payable under this Constitution by a Member as entrance fee and annual subscription within the period of 28 days from service of the notice.
- 7.4 The Secretary must, on payment by the nominee of the amounts referred to in subclause 7.3 within the period referred to in that provision, enter or cause to be entered the nominee's name in the register of Members and, on the name being so entered, the nominee becomes a Member of the Church.

8. Register of Members

- 8.1 The Secretary of the Church must establish and maintain a register of Members of the Church specifying the name and current residential address of each person who is a Member of the Church together with the date on which the person became a Member.
- 8.2 The register of Members must be kept in New South Wales:
 - (a) at the main premises of the Church; or
 - (b) if the Church has no premises, at the Church's official address.

- 8.3 The register of Members must be open for inspection, free of charge, by any Member of the Church at any reasonable hour.
- 8.4 A Member of the Church may obtain a copy of any part of the register on payment of a fee of \$1.00 per page, or such other amount as determined by the Committee.
- 8.5 If a Member requests that any information contained on the register about the Member (other than the Member's name) not be available for inspection, that information must not be made available for inspection.
- 8.6 A Member must not use information about a person obtained from the register to contact or send material to the person, other than for:
- (a) the purposes of sending the person a notice in respect of a meeting or other event relating to the Church or other material relating to the Church; or
 - (b) any other purpose necessary to comply with a requirement of the Act or the Regulation or any other laws

provided the Member complies with all applicable privacy laws and principles.

9. Fees and Subscriptions

- 9.1 If the Church is the beneficiary of a charitable trust, any remuneration for the trustee's services will be paid in accordance with the charitable trust deed; or if the deed is silent, by the trustee of the charitable trust from the trust fund prior to the balance being distributed to the Church.
- 9.2 A Member of the Church must, on admission to Membership, pay to the Church a fee of \$100 or, any other amount as determined by the Committee.
- 9.3 In addition to any amount payable by the Member under subclause 9.2, a Member of the Church must pay to the Church an annual Membership fee of \$100 or, any other amount as determined by the Committee:
- (a) except as provided by paragraph (b) below, on or before the last business day in February each year, or
 - (b) if the Member is newly admitted as a Member – on becoming a Member and before 28 days upon being served with notification of acceptance of his or her Membership application.

10. Members' Liabilities

- 1.1 Subject to this Constitution, each person who is a Member and each person who was a Member during the year ending on the day of the commencement of the winding up of the Church, undertakes to contribute to the property of the Church for:
- (a) payment of debts and liabilities of the Church;
 - (b) payment of the costs, charges and expenses of winding up; and
 - (c) any adjustment of the rights of the contributories among Members.

- 10.1 The amount that each Member or past Member is liable to contribute is limited to the amount, if any, unpaid by the Member in respect of Membership of the Church as required by clause 9.
-

11. Membership Entitlements Not Transferable

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person, and
 - (b) terminates on cessation of the person's Membership.
-

12. Cessation of Membership

12.1 A person ceases to be a Member of the Church if the person:

- (a) dies;
- (b) resigns Membership;
- (c) is expelled from the Church; or
- (d) fails to pay the annual Membership fee under clause 9.3 within two (2) months after an invoice is issued and the fee is due.

12.2 If a Member of the Church ceases to be a Member under clause 12.1, the Secretary must make an appropriate entry in the register of Members recording the date on which the Member ceased to be a Member.

13. Resignation of Membership

A Member of the Church may resign from Membership of the Church by first giving to the Secretary written notice of at least seven days (or such other period as the Committee may determine) of the Member's intention to resign and, on the expiration of the period of notice, the Member ceases to be a Member.

14. Disciplining of Members

14.1 Committee Acting In Its Own Initiative

- (a) The Committee may act in its own initiative to expel or suspend a Member if it considers that a Member of the Church:
 - (i) has refused or neglected to comply with a provision or provisions of this Constitution, or
 - (ii) has wilfully acted in a manner prejudicial to the interests of the Church.
- (b) Before the Committee acts under subclause 14.1(a), it:
 - (i) must cause notice to be served on the Member concerned of the resolution proposed and the reasons why it is proposed,
 - (ii) must give the Member at least 14 days from the time the notice is served within which to make submissions to the Committee, and

- (iii) must take into consideration any submissions made by the Member.
- (c) The Committee may, by resolution, expel or suspend the Member from Membership of the Church if, after considering any submissions made, it is satisfied that the expulsion or suspension is in the best interests of the Church.

14.2 Committee Acting upon Complaint from a Person

- (a) A person may make a complaint to the Committee that a Member of the Church:
 - (i) has refused or neglected to comply with a provision or provisions of this Constitution, or
 - (ii) has wilfully acted in a manner prejudicial to the interests of the Church.
- (b) The Committee may in its discretion refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.
- (c) If the Committee decides to deal with the complaint, the Committee:
 - (i) must cause notice of the complaint to be served on the Member concerned,
 - (ii) must give the Member at least 14 days from the time the notice is served within which to make submissions to the Committee in connection with the complaint, and
 - (iii) must take into consideration any submissions made by the Member in connection with the complaint.
- (d) The Committee may, by resolution, expel the Member from the Church or suspend the Member from Membership of the Church if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is in the best interests of the Church.

14.3 Notification of Expulsion or Suspension

- (a) If the Committee expels or suspends a Member, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the Member of the action taken, of the reasons given by the Committee for having taken that action and of the Member's right of appeal under clause 15.
- (b) The expulsion or suspension does not take effect:
 - (i) until the expiration of the period within which the Member is entitled to appeal against the resolution concerned, or
 - (ii) if within that period the Member exercises the right of appeal, unless and until the resolution to suspend or expel the Member is confirmed in General Meeting under clause 15,

whichever is the later.

15. Right of Appeal of Disciplined Member

- 15.1 At his or her own cost, a Member may appeal to the Church in General Meeting against a resolution of the Committee under clause 14, within 7 days after notice of the

resolution is served on the Member, by lodging with the Secretary a notice to that effect.

- 15.2 The notice must be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.
- 15.3 On receipt of a notice from a Member under subclause 15.1, the Secretary must notify the Committee which is to convene a General Meeting of the Church to be held within 2 months after the date on which the Secretary received the notice.
- 15.4 At a General Meeting of the Church convened under subclause 15.3:
 - (a) no business other than the question of the appeal is to be transacted;
 - (b) the Committee and the Member must be given the opportunity to state their respective cases orally or in writing, or both, and
 - (c) the Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- 15.5 The appeal is to be determined by a majority of votes cast by Members of the Church, and the deciding vote will be made by the Chairperson in the event of a tie.

Part 3 – The Committee

16. Powers of the Committee

Subject to the Act, the Regulation and this Constitution and to any resolution passed by the Church in General Meeting, the Committee:

- (a) is to control and manage the affairs of the Church,
 - (b) may exercise all such functions as may be exercised by the Church, other than those functions that are required by this Constitution to be exercised by a General Meeting of Members of the Church, and
 - (c) has power to perform all such acts and do all such things as appear to the Committee to be necessary or desirable for the proper management of the affairs of the Church.
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17. Composition of Committee

- 17.1 The Committee is to consist of:
 - (a) the office-bearers of the Church, and
 - (b) at least one ordinary Committee Member
- 17.2 The minimum number of Committee Members is to be 5, or such other number as agreed from time to time by the Members in General Meeting.
- 17.3 The office-bearers of the Church are as follows:
 - (a) the President;

- (b) the Vice-President;
 - (c) the Secretary; and
 - (d) the Treasurer.
- 17.4 A Committee Member may hold no more than 2 offices (other than both the offices of the President and the Vice-President).
- 17.5 Each Committee Member except the President is, subject to this Constitution, to hold office until the conclusion of the Annual General Meeting following the date of the Member's election, and there is no limit to the number of times they may be re-elected.
-

18. Eligibility of Committee Members

- 18.1 Each Committee Member must:
- (a) be a current Member of the Church;
 - (b) have been a Member of the Church for at least 2 consecutive years immediately prior to the appointment;
 - (c) in the opinion of the other Committee Members, have good character and integrity; and
 - (d) not be an undischarged bankrupt.
- 18.2 The Committee Members as at the time of adoption of this Constitution are deemed to have met the above requirements.
-

19. Election of President

- 19.1
- (a) The Minister (or if there are multiple Ministers, the Senior Minister) is automatically held to be the President unless he or she does not wish to be the President.
 - (b) If the Minister in accordance with clause (a) does not wish to be President, then (excluding that Minister) the longest serving Minister according to the records maintained in accordance with clause 47.3 is automatically held to be the President.
 - (c) If there is no other Minister or he or she does not wish to be President in accordance with clause (b), then an election will take place in accordance with clause 19.2.
- 19.2 In accordance with clause 19.1, nominations of candidates for election as President:
- (a) must be made in writing, signed by 2 Members of the Church and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination),
 - (b) must be delivered to the Secretary of the Church at least 7 days, or any other period as determined by the Committee, before the date fixed for the holding of the Annual General Meeting at which the election is to take place, and
 - (c) a person nominated as a candidate for election as President must meet the eligibility criteria in clause 18 of this Constitution.

- 19.3 The President is to be elected by a three-fifths majority vote of the Members of the Church at the Annual General Meeting unless the candidate for the office of the President is also a Minister of the Church in which case a simple majority vote of the Members of the Church at the Annual General Meeting shall be sufficient for election to the office of President.
- 19.4 The office of President shall not be open for re-election at each Annual General Meeting unless a majority of Members resolve that the office of President be vacated.
-

20. Election of Committee Members

- 20.1 All Committee Members of the Church, except the President, are to be elected by a majority vote of the Members of the Church at the Annual General Meeting.
- 20.2 Nominations of candidates for election as Committee Members:
- (a) must be made in writing, signed by 2 Members of the Church and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination),
 - (b) must specify the position(s) for which the candidate is being nominated, and
 - (c) must be delivered to the Secretary of the Church at least 7 days, or any other period as determined by the Committee, before the date fixed for the holding of the Annual General Meeting at which the election is to take place.
- 20.3 If insufficient nominations are received, any vacant positions remaining in the Committee are taken to be casual vacancies.
- 20.4 If the number of nominations received is equal to the number of vacancies in the Committee to be filled, the persons nominated are taken to be elected.
- 20.5 If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- 20.6 The ballot for the election of Committee Members is to be conducted at the Annual General Meeting in such a manner as the Committee may direct.
-

21. Secretary

- 21.1 The Secretary of the Church must, as soon as practicable after being elected as Secretary, lodge notice with the Church of his or her current residential address.
- 21.2 It is the duty of the Secretary to keep records of:
- (a) all appointments of office-bearers and Members of the Committee,
 - (b) the contact details of all Committee Members,
 - (c) the names of Committee Members present at a Committee meeting or a General Meeting, and
 - (d) all proceedings at Committee meetings and General Meetings.

- 21.3 Minutes of proceedings at a meeting must be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting.
-

22. Treasurer

The Treasurer of the Church is to ensure:

- (a) that all money due to the Church is collected and received and that all payments authorised by the Church are made, and
 - (b) that correct books and accounts are kept showing the financial affairs of the Church, including full details of all receipts and expenditure connected with the activities of the Church.
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23. Casual Vacancies

- 23.1 In the event of a casual vacancy occurring in the Membership of the Committee, the Committee may by resolution appoint a Member of the Church to fill the vacancy. The Member so appointed is to hold office, subject to this Constitution, until the conclusion of the Annual General Meeting next following the date of the appointment.
- 23.2 A casual vacancy in the office of a Committee Member occurs if the Committee Member:
- (a) dies;
 - (b) ceases to be a Member of the Church;
 - (c) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - (d) resigns office by notice in writing given to the Secretary;
 - (e) is removed from office under clause 24;
 - (f) becomes a mentally incapacitated person;
 - (g) is absent without the consent of the Committee from 3 consecutive meetings of the Committee;
 - (h) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months; or
 - (i) is prohibited from being a director of a company under the *Corporations Act 2001*.
-

24. Removal of Committee Members

- 24.1 The Church in General Meeting may by special resolution remove any Committee Member from the office held by that Member before the expiration of the Member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the Member so removed.
- 24.2 If a Committee Member to whom a proposed resolution referred to in subclause 24.1 relates makes representations in writing to the Secretary or the President (not exceeding a reasonable length) and requests that the representations be notified to the

Members of the Church, the Secretary or the President may send a copy of the representations to each Member of the Church or, if the representations are not so sent, the Member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

25. Committee Meetings and Quorum

- 25.1 The Committee must meet at least 4 times each year at such place and time as the Committee may determine.
- 25.2 Oral or written notice of a meeting of the Committee must be given by the Secretary to each Member of the Committee at least 48 hours (or such other period as may be unanimously agreed by the Committee Members) before the time appointed for the holding of the meeting.
- 25.3 Notice of a meeting given under subclause 25.3 must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Committee Members present at the meeting unanimously agree to treat as urgent business.
- 25.4 Any majority of the Committee Members constitute a quorum for the transaction of the business of a meeting of the Committee.
- 25.5 No business is to be transacted by the Committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- 25.6 If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- 25.7 At a meeting of the Committee:
- (a) the President or, in the President's absence, the Vice-President is to preside as Chairperson, or
 - (b) if the President and the Vice-President are absent or unwilling to act, such one of the remaining Committee Members as may be chosen by the Members present at the meeting is to preside as Chairperson.
- 25.8 A meeting of the Committee must be held in person.
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26. Delegation by Committee

- 26.1 The Committee may, in writing, delegate to one or more Sub-Committees (consisting solely of such Member or Members of the Church as the Committee thinks fit) the exercise of such of the functions of the Committee as are specified in the instrument, other than:
- (a) this power of delegation, and
 - (b) a function which is a duty imposed on the Committee by the Act or by any other law.
- 26.2 At least one Committee Member must be a member of each Sub-Committee.

- 26.3 A function which has been delegated to a Sub-Committee may be exercised from time to time by the Sub-Committee in accordance with the terms of the delegation.
- 26.4 A delegation under this clause may be made subject to such conditions or limitations as may be specified in the instrument of delegation.
- 26.5 Despite any delegation under this clause, the Committee may continue to exercise any function delegated.
- 26.6 Any act or thing done or undertaken by a Sub-Committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or undertaken by the Committee.
- 26.7 The Committee may, in writing, revoke wholly or in part any delegation under this clause.
- 26.8 A Sub-Committee may meet and adjourn as it thinks proper.
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27. Voting and Decisions

- 27.1 Questions arising at a meeting of the Committee or of any Sub-Committee appointed by the Committee are to be determined by a majority of the votes of the Committee Members or members of the Sub-Committee eligible to vote at the meeting.
- 27.2 Each Committee Member present or members of a Sub-Committee (including the Chairperson of the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the Chairperson may exercise a second or casting vote.
- 27.3 Subject to clause 25.5, the Committee may act despite any vacancy on the Committee.
- 27.4 Any act or thing done or suffered, or purporting to have been done or suffered, by the Committee or by a Sub-Committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any Member of the Committee or Sub-Committee.
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28. Reimbursement of Expenses

The Members of the Committee and Sub-Committees are entitled to reimbursement of reasonable out-of-pocket expenses in connection with the administration of the Church, and those expenses may be charged against the assets of the Church.

29. Indemnity of Committee Members

- 29.1 The Committee Members are, jointly and severally, indemnified out of the assets of the Church against all liabilities incurred by them through any act or omission in the exercise or bona fide intended or purported exercise of the powers, duties and discretions as Committee Members.
- 29.2 Except where due to the Committee Members' own dishonesty or recklessness, the Committee Members are not liable for any:
- (a) act or default done or omitted to be done in the exercise or bona fide intended or purported exercise of those powers, duties and discretions;
 - (b) loss or expenses incurred by the Church through the insufficiency of any security in or on which any of the money of the Church are invested;

- (c) loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom money or securities are deposited; or
- (d) other loss, damage or misfortune whatsoever.

29.3 References in this clause and clause 30 to the Committee Members include Members of Sub-Committees appointed by the Committee under this Constitution.

30. Payment of Indemnity Policy Premium

- 30.1 To the extent permitted by law the Church may at the discretion of the Committee enter into and/or pay a premium in respect of a policy of insurance insuring a Committee Member of the Church against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for a liability arising out of conduct involving a wilful breach of duty in relation to the Church.
 - 1.2 The Committee shall have the discretion to approve the terms and conditions of any such policy of insurance.
 - 30.2 Where a Committee Member (or former Committee Member) has the benefit of an indemnity pursuant to an insurance policy in respect of his actions or omissions then the Church shall not be required to indemnify the Committee Member under clause 29 except to the extent that the indemnity affected by the insurance policy does not fully cover the persons liability.
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31. Indemnity to Continue

The indemnity granted by the Church contained in clauses 29 and 30 shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

Part 4 – General Meetings

32. Annual General Meetings - Holding Of

The Church must hold its Annual General Meetings:

- (a) within 6 months after the close of the Church's financial year, or
- (b) within such later time as may be allowed by the Director-General or prescribed by the Regulation.

33. Annual General Meetings - Calling of and Business at

- 33.1 The Annual General Meeting of the Church is, subject to the Act, and to clause 32, to be convened annually on such date and at such place and time as the Committee thinks fit.
- 33.2 In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting is to include the following:
- (a) to confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting,
 - (b) to receive from the Committee reports on the activities of the Church during the last preceding financial year,
 - (c) to elect Committee Members of the Church, and
 - (d) to receive and consider any of the Church's financial statements or reports for the previous financial year required to be submitted to Members under the Act.
- 33.3 An Annual General Meeting must be specified as such in the notice convening it.

34. Special General Meetings - Calling of

- 34.1 The Committee may, whenever it thinks fit, convene a Special General Meeting of the Church.
- 34.2 The Committee must, on the requisition in writing of at least ten Members, or one eighth of the Membership, whichever is the greater, convene a Special General Meeting of the Church.
- 34.3 A requisition of Members for a Special General Meeting:
- (a) must state the purpose or purposes of the meeting,
 - (b) must be signed by the Members making the requisition,
 - (c) must be lodged with the Secretary, and
 - (d) may consist of several documents in a similar form, each signed by one or more of the Members making the requisition.
- 34.4 If the Committee fails to convene a Special General Meeting to be held within 6 weeks after that date on which a requisition of Members for the meeting is lodged with the Secretary, any one or more of the Members who made the requisition may convene a Special General Meeting to be held not later than 3 months after that date.
- 34.5 A Special General Meeting convened by a Member or Members as referred to in subclause 32.4 must be convened as nearly as is practicable in the same manner as General Meetings are convened by the Committee.

35. Notice

- 35.1 Except if the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Church, the Secretary must, at least 14 days before the date fixed for the holding of the General Meeting, give a notice to each Member

specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

- 35.2 If the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Church, the Secretary must, at least 21 days before the date fixed for the holding of the General Meeting, cause notice to be given to each Member specifying, in addition to the matter required under subclause 33.1, the intention to propose the resolution as a special resolution.
- 35.3 No business other than that specified in the notice convening a General Meeting is to be transacted at the meeting except, in the case of an Annual General Meeting, business which may be transacted under clause 31.2.
- 35.4 A Member desiring to bring any business before a General Meeting may give notice in writing of that business to the Secretary who must include that business in the next notice calling a General Meeting given after receipt of the notice from the Member.

36. Quorum for General Meetings

- 36.1 No item of business is to be transacted at a General Meeting unless a quorum of Members entitled under this Constitution to vote is present during the time the meeting is considering that item.
- 36.2 A quorum for the transaction of the business of a General Meeting is five Members or one tenth of the Membership at that time, whichever is the greater (being Members entitled under this Constitution to vote at a General Meeting).
- 36.3 If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting:
- (a) if convened on the requisition of Members, is to be dissolved, and
 - (b) in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Members given before the day to which the meeting is adjourned) and at the same place.
- 36.4 If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being at least 3) are to constitute a quorum.

37. Presiding Member

- 37.1 The President or, in the President's absence, the Vice-President, is to preside as Chairperson at each General Meeting of the Church.
- 37.2 If the President and the Vice-President are absent or unwilling to act, the Members present must elect one of their number to preside as Chairperson at the meeting.

38. Adjournment

- 38.1 The Chairperson of a General Meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned

meeting other than the business left unfinished at the meeting at which the adjournment took place.

- 38.2 If a General Meeting is adjourned for 21 days or more, the Secretary must give written notice of the adjourned meeting to each Member of the Church stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- 38.3 Except as provided in subclauses 36.1 and 36.2, notice of an adjournment of a General Meeting or of the business to be transacted at an adjourned meeting is not required to be given.
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39. Making of Decisions

- 39.1 A question arising at a General Meeting of the Church is to be determined by either:
- (a) a show of hands, or
 - (b) if on the motion of the Chairperson or if 5 or more Members present at the meeting decide that the question should be determined by a written ballot.
- 39.2 If the question is to be determined by a show of hands, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Church, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 39.3 If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the Chairperson.
-

40. Special Resolutions

- 40.1 The Church may pass any resolution as a special resolution, provided:
- (a) a notice of the meeting in which the resolution will be tabled is given to its Members no later than 21 days before the date on which the meeting is held;
 - (b) the notice includes the terms of the resolution and a statement to the effect that the resolution is intended to be passed as a special resolution; and
 - (c) the resolution is supported by at least three-quarters of the votes cast by Members of the Church who are entitled to vote on the proposed resolution.
-

41. Voting

- 41.1 On any question arising at a General Meeting, a Member who is entitled to vote has one vote only.
- 41.2 In the case of an equality of votes on a question at a General Meeting, the Chairperson of the meeting is entitled to exercise a second or casting vote.
- 41.3 A Member is not entitled to vote at any General Meeting unless all money due and payable by the Member to the Church has been paid.

42. Proxy votes Not Permitted

A person shall not:

- (i) attend or vote at any meeting of the Church or of the Committee or a Sub-Committee of the Church; or
- (ii) vote at any election of, or of a member of the Committee of the Church; as a proxy of another person.

43. Postal Ballots

- 43.1 A postal ballot may be held for the election of the Committee.
- 43.2 In the event that a postal ballot is held for the election of the Committee, postal ballots may be returned by any electronic means determined by the Committee.
- 43.3 Postal ballots are not otherwise permitted.
- 43.4 A postal ballot is to be conducted in accordance with Schedule 3 to the Regulation. Should there be a conflict between Schedule 3 to the Regulation and this clause 41, the terms of this clause 41 shall prevail.

Part 6 – Minister

44. Minister as Spiritual Leader

The Church shall have no less than one Minister as its spiritual leader.

45. Responsibilities of Minister

- 45.1 The responsibilities of the Minister shall include the following:
 - (a) ministering the spiritual needs of the Members and Parishioners of the Church;
 - (b) providing guidance to Members and Parishioners of the Church;
 - (c) conducting services for Members and Parishioners of the Church;
 - (d) facilitating classes to propagate Spiritualism; and
 - (e) administering holy sacraments including communion, marriages, and funerals.
- 45.2 In discharging their responsibilities, the Minister shall abide by the fundamental declarations of Spiritualism as set out in clause 2, and will uphold the philosophy and teachings of Spiritualism.
- 45.3 The Minister shall be answerable to the Committee for his or her actions.

46. Eligibility Criteria

46.1 The Minister must:

- (a) be a current Member of the Church;
- (b) subscribe and adhere to the fundamental principles of Spiritualism as set out in clause 2;
- (c) have been a Member of the Church and/or the Enmore Spiritualist Church Inc (in liquidation) for at least 10 years immediately prior to the appointment as Minister;
- (d) have been a Committee Member of the Church and/or the Enmore Spiritualist Church Inc (in liquidation) for at least two consecutive years out of the three years immediately prior to the appointment;
- (e) in the opinion of the Committee, have good character and high level of integrity; and
- (f) not be an undischarged bankrupt.

47. Appointment of Minister

47.1 The Church can appoint a person as Minister only if:

- (a) the Committee has passed a resolution to appoint that person as Minister; and
- (b) the Members at a General Meeting convened for the specific purpose of ratifying that appointment have ratified that appointment by special resolution.

47.2 The meeting referred to in subclause 45.1(b) must be convened no later than 2 months after the Committee has passed a resolution to appoint a person as Minister.

47.3 The Secretary must make a record of the date on which each Minister was appointed.

47.4 The Minister(s) of the Church as at the time of adoption of this Constitution is deemed to have been appointed in accordance with subclause 47.1.

48. Vacancy in the Office of Minister

48.1 The office of the Minister will become vacant if he or she:

- (a) dies;
- (b) ceases to be a Member of the Church;
- (c) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (d) resigns office by notice in writing given to the Secretary;
- (e) is removed from office under clause 47;
- (f) becomes a mentally incapacitated person;

- (g) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months; or
- (h) is prohibited from being a director of a company under the *Corporations Act 2001*.

49. Removal of Minister

- 49.1 The Members in General Meeting may by special resolution remove any Minister.
- 49.2 A Minister to whom a proposed resolution referred to in subclause 49.1 may make representations in writing to the Secretary (not exceeding a reasonable length) and may request that the representations be notified to the Members of the Church. If requested, the Secretary must send a copy of the representations to each Member of the Church or, if the representations are not so sent, the Minister is entitled to require that the representations be read out at the meeting at which the resolution is considered.

50. Multiple Ministers

- 1.1 If the Church has more than one Minister, the Committee will appoint one of them as the senior minister (**Senior Minister**) who will act as the spiritual leader of the Church, and any other Ministers of the Church will work under his or her leadership in accordance with this Constitution.

51. Committee May Make Rules

The Committee may make rules and guidelines in respect of the procedure for appointment of a Minister and Senior Minister.

Part 6 – Miscellaneous

52. Funds

- 52.1 The funds of the Church are to be derived from entrance fees and annual subscriptions of Members, donations, fees, bequests and, subject to any resolution passed by the Church in General Meeting, such other sources as the Committee determines.
- 52.2 The Church must, as soon as practicable after receiving any money, issue an appropriate receipt and deposit the money to the credit of the Church's bank or other authorised deposit-taking institution account.
- 52.3 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any 2 Members of the Committee or employees of the Church, being Committee Members or employees authorised to do so by the Committee.

53. Funds Management

Subject to this Constitution and any resolution passed by the Church, the funds and property owned by the Church or for the benefit of the Church are to be used in pursuance of the objects of the Church in such manner as the Committee determines and in accordance with this Constitution.

54. Custody of Books

Subject to this Constitution, the Secretary must keep in his or her custody or under his or her control all records, books and other documents relating to the Church.

55. Inspection of Books

55.1 The following documents must be open to inspection, free of charge, by a Member of the Church at any reasonable hour:

- (a) this Constitution,
- (b) minutes of all Committee meetings and General Meetings of the Church.

55.2 A Member of the Church may obtain a copy of any of the documents referred to in subclause 53.1 on payment of a fee of \$1.00, or such other reasonable amount as determined by the Committee for each page copied.

56. Change of Name and Amendment of Constitution

56.1 The Members may, by way of a special resolution, at any time prior to the dissolution or winding up of this Church change the Church's name.

56.2 The Members may at any time by special resolution amend the constitution of the Church provided that any amendment does not disentitle the Church to registration as an income tax exempt charity.

57. Dissolution

57.1 The Church may be dissolved or wound up by the Members, by way of a special resolution, at any time.

57.2 If upon the winding up or dissolution of the Church there remains after the satisfaction of all its debts and liabilities any property whatsoever ("Surplus Assets"), such Surplus Assets must be transferred to a fund, trust, institution, authority, church, society or company which has:

- (a) objects which are similar to the objects of the Church as set out in clause 3;
- (b) a governing document which requires its income and property to be applied in promoting its objects; and
- (c) a governing document which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Church by clause 4.3,

in such proportions or shares as the Committee may in their absolute discretion select and determine and to be held and applied by same for such objects and purposes to the extent to which the same are valid charitable objects or for purposes beneficial to the community.

57.3 The identity of the fund, trust, institution, authority, church, society or company is to be determined by the Members in writing at or before the time of dissolution and failing such determination being made, by application to the Supreme Court for determination.

58. Resolution of Disputes

- 58.1 If any dispute arises between a Member and another Member (in their capacity as Members) of the Church, or between a Member or Members and the Church, neither party to the dispute shall commence any court proceedings relating to that dispute unless this clause has been complied with, except where the party seeks urgent interlocutory relief.
- 58.2 A party claiming that a dispute has arisen must give written notice to the other party or parties (as appropriate) and the President specifying the nature of the dispute.
- 58.3 On receipt of that notice by the other parties, all of the parties must use their best endeavours to resolve the dispute expeditiously.
- 58.4 If the parties have reasonably attempted to resolve the dispute, but not resolved the dispute within fourteen (14) days of receipt of the notice referred to in subclause 56.2, or such further period as agreed in writing by them, the dispute shall be referred to mediation.
- 58.5 A mediator appointed to resolve the dispute shall be:
- (a) as agreed in writing between the parties; or
 - (b) failing such agreement, appointed by the President of the Law Society of New South Wales, or his or her nominee.
- 58.6 The mediation shall be confidential with the costs of the mediator being borne by the parties to the dispute equally and each party shall bear their own legal costs in relation to the mediation.
- 58.7 If mediation does not resolve the dispute within twenty-eight (28) days, or such longer period as agreed by the parties in writing, a party may give written notice to the other parties that mediation has not resolved the dispute and request in writing that within fourteen (14) days an arbitrator be appointed.
- 58.8 The arbitrator appointed to resolve the dispute shall be:
- (a) as agreed upon by the parties; or
 - (b) failing such agreement, appointed by the President of the Law Society of New South Wales, or his or her nominee; and
- 56.9 The arbitration shall be carried out in accordance with the *Commercial Arbitration Act* 2010.

59. Service of Notices

- 59.1 For the purpose of this Constitution, a notice may be served on or given to a person:
- (a) by delivering it to the person personally;
 - (b) by sending it by pre-paid post to the address of the person; or
 - (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.

- 59.2 For the purpose of this Constitution, a notice is taken, unless the contrary is proved, to have been given or served:
- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee;
 - (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post; and
 - (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.
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60. Financial Year

The financial year of the Church is:

- (a) the period of time commencing on the date of incorporation of the Church and ending on the following 31 December, and
 - (b) each period of 12 months after the expiration of the previous financial year of the Church, commencing on 1 January and ending on the following 31 December.
-

61. Financial Reporting

- 59.1 As soon as practicable after the end of each financial year, the committee of the Church must cause financial statements for that year to be prepared in relation to the Church's financial affairs (including its affairs as trustee of any trust).
- 59.2 The financial statements must give a true and fair view of the Church's affairs and must include the following, unless otherwise required by the Act or Regulation:
- (a) an income and expenditure statement and a balance sheet that sets out the appropriately classified individual sources of income and individual expenses incurred in the operation of the association and the assets and liabilities of the association,
 - (b) details of any mortgages, charges and other securities affecting any property owned by the association, and
 - (c) a separate income and expenditure statement and balance sheet for each trust for which the association is the trustee.
- 59.3 In order to ensure compliance with clause 59.1 and 59.2 the Committee:
- (a) must keep records that correctly record and explain the Church's financial transactions and financial position, and
 - (b) must keep minutes of the proceedings of the Church's Committee Meetings and General Meetings.
- 59.4 If any document required to be kept under this clause 59, either in whole or in part, is in a language other than the English language, a copy of the document wholly in the English language must be kept with the document.

- 59.5 Lodgement of the Church's financial statements must be made in accordance with all relevant legislation.
- 59.6 Audits of the Church's financial statements and/or financial records are not required unless the Director General directs such an audit, or unless otherwise required by the Act or by any other law relating to charities applicable to the Church.
- 59.7 If an audit is directed or required in accordance with clause 59.6, the audit must be carried out by:
- (a) a registered company auditor within the meaning of the Corporations Act 2001 of the Commonwealth, or
 - (b) a person approved by the Director-General or a person who belongs to a class of persons so approved, and
 - (c) must not be carried out by any person who is, or who has at any time within the last 2 years been:
 - (i) a Member of the Church, or
 - (ii) an employee of, or provider of professional services (other than audit services) to, the Church or to a Committee Member or public officer of the Church.

62. Governing Law

This Constitution is governed by, and is to be construed in accordance with, the laws of New South Wales.

Part 7: Definitions and Interpretation

63. Definitions

63.1 In this Constitution, unless the context otherwise requires the following words and expressions shall have the meanings ascribed thereto:

"Act" means the *Associations Incorporation Act 2009 (NSW)*;

"Church" means the Congregation of the Enmore Spiritualist Church Incorporated;

"Chairperson" means the person holding that office under this Constitution and includes any assistant or acting chairperson.

"Committee" means the governing body of the Church;

"Constitution" means this constitution as amended or supplemented from time to time;

"Director-General" means the Director-General of the Department of Services, Technology and Administration in New South Wales or appropriate replacement (from time to time);

"General Meeting" means either of the Annual General Meeting or the Special General Meeting of the Church or both;

"ordinary Committee Member" means a Member of the Committee who is not an office-bearer of the Church.

"Other Committee Members" means all office bearers of the Church, except the President, and all ordinary Committee Members of the Church at any given time;

"Member" means a member of the Church.

"Minister" means a person authorised to perform religious functions at the Church and holding that position in accordance with Part 6 of this Constitution;

"Net income" means income less expenses;

"Parishioner" – means any person who attends Spiritualist worship or services at the Church and is registered by the Secretary as a Parishioner;

"Regulation" means the *Associations Incorporation Regulation 2010 (NSW)*.

"Secretary" means the Committee Member elected as secretary of the Church and includes any assistant or acting secretary;

"Special General Meeting" means a general meeting of the Church other than an Annual General Meeting;

"Spiritualism" means the theology founded upon the fundamental principles developed and derived through Emma Hardinge Britten which are set out in clause 2, and **"Spiritualists"** has corresponding meaning;

"Sub-Committee" means any person or group of persons to which certain functions are delegated by the Committee under this Constitution in accordance with clause 26;

- 63.2 The provisions of the *Interpretation Act 1987* apply to and in respect of this Constitution in the same manner as those provisions would so apply if this Constitution were an instrument made under the Act.

64. Interpretation

64.1 Legislation

A reference to legislation or a provision of legislation includes any change or re-enactment of the legislation or a legislative provision substituted for and legislation and statutory instruments and regulations issued under, the legislation.

64.2 Singular to Include Plurals

Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and trusts and vice versa; and headings are for convenience only and will not affect interpretation.

64.3 References to Clauses

A reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this document; and a reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.

64.4 Time

A reference to a time and date concerning the performance of an obligation by a party is a reference to the time and date in New South Wales, even if the obligation is to be performed elsewhere; and where the day on or by which anything is to be done is a

Saturday, a Sunday or a public holiday in the place in which that thing is to be done, then that thing will be done on the next succeeding business day.

Schedule 1

The Congregation of the Enmore Spiritualist Church Incorporated
(incorporated under the *Associations Incorporation Act 2009*)

APPLICATION FOR MEMBERSHIP

I, [full name of applicant] _____
of [address] _____ [occupation] _____

hereby apply to become a Member of the above-named incorporated Church.

In the event of my admission as a Member, I agree to be bound by the Constitution of the
Church for the time being in force.

Signature of applicant

Date:

I, [full name] _____
a Member of the Church, nominate the applicant for Membership of the Church.

Signature of proposer

Date:

I, [full name] _____
a Member of the Church, second the nomination of the applicant for the Church Membership.

Signature of seconder

Date:

Schedule 2

Members

**ENMORE SPIRITUALIST CHURCH
CURRENT MEMBERS**

	Surname	First name	Address	Telephone/ email	Years as a member	Paid 2009 as per Court 27.11.09	Paid 2010	Rec Written by
1.	Allen	Caroline	18 Caronia Avenue Cronulla NSW 2230	0414 550 979			Yes Rec No 0447	?
2.	Astbury	Rob	123/15 Albert Street Broadbeach QLD 4218 Approved 30.12.09	0421 937 864 rob@ozemail.com.au		N/A	Yes Rec No 0454	CA
3.	Bellemo	Vanessa	1A Amelia Street Waterloo NSW 2017			N/A	Yes Rec No 459	CA
4.	Booth	Jon	397 ½ (half) South Dowling Street Darlinghurst NSW 2010 Approved 30.12.09	02 9360 1881		N/A	Yes Rec No 0436	CA
5.	Curtis	Wayne	5/18-20 Tuffly Avenue Sans Souci NSW 2219	02 9529 0823 (H) 02 9691 1467 (W)		Yes	Yes Rec No 0465	CA cheque
6.	Duffecy	Alex	312/ 18 Danks Street Waterloo NSW 2017			Yes	Yes Rec No 0456	CA
7.	Grace	Frances	Unit 7/ 97-99 Ernest Street Lakemba NSW 2195	02 9399 7335 (H) 0404 245 990		Yes	Yes Rec No 0603	?

	Surname	First name	Address	Telephone/ email	Years as a member	Paid 2009 as per Court 27.11.09	Paid 2010	Rec Written by
8.	Grimes	Damien	329/55 Walker Street Redfern NSW 2016 Approved 30.12.09			N/A	Yes Rec No 0458	CA
9.	Grimes	Stacy	329/55 Walker Street Redfern NSW 2016			N/A	Yes Rec No 459	CA
10.	Kershaw	Alexander	312/18 Danks Street Waterloo NSW 2017 Approved 30.12.09	0404 655 792		N/A	Yes Rec No 0438	CA
11.	Kershaw	Diane	312/18 Danks Street Waterloo NSW 2017 Approved 30.12.09	0413 272 966		N/A	Yes Rec No 0433	CA
12.	Kershaw	Victoria	312/18 Danks Street Waterloo NSW 2017 Approved 30.12.09	0414 663 476		N/A	Yes Rec No 0435	CA
13.	Lightfoot	Faith	Unit 266/254 Crown Street Darlinghurst NSW 2010 Approved 30.12.09			N/A	Yes Rec No 0450	?
14.	Lindsay	Jon	3/349 Bourke Street Darlinghurst NSW 2010	0404 752 644		Yes	Yes Rec No 0450	?

	Surname	First name	Address	Telephone/ email	Years as a member	Paid 2009 as per Court 27.11.09	Paid 2010	Rec Written by
15.	McCarthy	Miranda (Mandy)	3/349 Bourke Street Darlinghurst NSW 2010	9361 6127		Yes	Yes Rec No 0449	?
16.	Rankin	Bill	17 Karinga, 5-7 The Esplanade Elizabeth Bay NSW 2011	info@adpro.com.au 9358 1055		N/A	Yes Rec No 0432	CA
17.	Smith	Melissa	18 William Street Paddington NSW 2021	9357 1353		N/A	Yes Rec No 0437	CA
18.	Symons	Mark	5a Glen Street Marrickville NSW 2204	0409 302 098		Yes	Yes Rec No 0604	Rev Cleary
19.	Vila	Matilda	15/47 Cobar Street Dulwich Hill NSW 2203	9558 2169		Yes	Yes Rec No 446	?