

CHAPTER 281.

METHODIST LANDS, RAWDON STREET.

ARRANGEMENT OF SECTIONS.

SECTION.

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CHAPTER 281.

METHODIST LANDS, RAWDON STREET.

An Ordinance for Vesting the Lands on which the Wesleyan Methodist Chapel was Erected in Rawdon Street, Freetown, Sierra Leone, in the Reverend Benjamin Tregaskis, General Superintendent of Wesleyan Missions in Sierra Leone, in Trust.

21 of 1872.
3 of 1873.
29 of 1908.

[27TH NOVEMBER, 1872.]

WHEREAS a religious society was formed in Sierra Leone towards the close of the last century, in connection with the Wesleyan Methodist Conference in England, established by a certain deed poll bearing date the twenty-eighth day of February, one thousand seven hundred and eighty-four, under the hand and seal of the late Reverend John Wesley, M.A., deceased, and enrolled in the High Court of Chancery in England, the members of which said religious society were accordingly returned and accounted for, in the annual printed and published minutes of the said conference, for the first time, in the year 1792:

Preamble.

WHEREAS a chapel was subsequently erected in connection with the said society in Rawdon Street aforesaid, on lands hereinafter specified, for the use of the said society in connection with the Wesleyan Methodist Conference in England, the result in part of public subscriptions, as appears from a subscription list still in existence, marked at the time Wesleyan Methodist Chapel, Sierra Leone, containing amongst others the autograph subscriptions of Governor Sir Charles MacCarthy and Chief Justice Hogan for the said object: And whereas it still further

appears from accounts still in existence, as kept by the then steward, and countersigned by the Reverend John Baker, a minister appointed by the Wesleyan Methodist Conference in England and residing in Sierra Leone in the year 1820, that the said society was still designated and known as the Wesleyan Methodist Society, the said accounts having been brought under the notice of the Court of Chancery in this Settlement, as filed in the said Court prior to the issuing of the Decree and Grant hereinafter set forth:

WHEREAS, differences and disputes having arisen in subsequent years, between the said society and the ministers appointed from time to time by the Wesleyan Methodist Conference in England, an application was made to the Court of Chancery in Sierra Leone on the 15th day of March, in the year 1827, resulting in a Decree dated the 7th day of August, 1828, cancelling two then existing indenture writings, and ordering a new and fresh Deed, and the appointment of fresh trustees: And whereas in pursuance of the said Decree, a fresh Grant or Deed of Trusts, dated 11th November, 1828, was issued by His Honour Samuel Smart, the then Acting Governor, with the advice and consent of the Council of the said Colony, which said Grant or Deed of Trusts did not set forth any separation of the said society and trusts from the Wesleyan Methodist Conference in England, but merely limited the right to officiate in the said chapel to two of the ministers appointed from year to year by and according to the usage of the conference aforesaid, providing also for the appointment, by the said society of the Rawdon Street Chapel, of four other persons, members of the said society, to officiate also as ministers, the said Grant or Deed of Trusts still designating the said society as a certain society belonging to the said Rawdon Street Chapel, situate on the said premises, and calling themselves Wesleyan Methodists, the said Grant or Deed of Trusts also still providing for the usages and doctrine of the Wesleyan Methodists: All showing that the right of appointment of ministers to the said Rawdon Street Chapel, vested in the Wesleyan Methodist Conference in England, was merely limited by the Decree aforesaid, but was never alienated, and never ceased:

AND WHEREAS the Grant or Deed of Trusts aforesaid, so involving a compromise laudably designed by the then Chancellor and the parties concerned failed as a matter of fact to give satisfaction, but was interpreted by the said parties in a manner rather serving to increased dissatisfaction and contention, insomuch that the ministers appointed year by year by the

Wesleyan Methodist Conference in England ultimately withdrew under oft-repeated protest for several years, leaving the said society to its chosen course, which ended in the withdrawal of a considerable number of the dissatisfied members of the said Rawdon Street Society, and the formation of other distinct societies: And whereas after the dissensions and disruption aforesaid, the said society and trustees of the said Rawdon Street Chapel did apply to the Wesleyan ministers for their services as rendered prior to the aforesaid Decree and Grant: And whereas the then surviving trustees, Abraham Robertson, Henry Walker, John D. Hickford, Richard Robertson, David Jackson Peters, Henry Fowler Spilsbury, Joseph Wilson Stober, Henry Spence Seymour and Jacob Snowball, for themselves and for the members belonging to the said chapel, did execute Articles of Agreement, dated the 21st day of June, in the year 1861, as acknowledged and registered in Volume 7, page 336, in the Registrar General's Office in this Colony, thereby contracting and agreeing with the Reverend Charles Knight, then Acting Superintendent in connection with the Wesleyan Missionary Society, to grant and transfer those two town lots, the one numbered two hundred and thirty-three (233) in Wilberforce Street and the other numbered two hundred and thirty-four (234) in Rawdon Street, upon which the Rawdon Street Chapel is erected, to the use of the people called Methodists in England in the connection established by the said Reverend John Wesley, in consideration of the said Reverend Charles Knight by such Articles of Agreement agreeing to take upon himself the superintendence of the said chapel, upon trusts referred to or such other trusts or uses as are customary in respect to other chapels of the said society in the said Colony:

AND WHEREAS the said then surviving trustees, as set forth in the Articles of Agreement aforesaid, were advised that the approbation of the Supreme Court and the consent of the Governor of this Colony were necessary to give effect to the said transfer, and finding that some time must elapse before the Decree of the said Supreme Court could be obtained, the said trustees, holding themselves subject to the direction and approbation to be obtained of the said Supreme Court, did under their hands and seals for themselves jointly and separately and on behalf of the members of the society belonging to the said chapel, express and set forth in the Articles of Agreement aforesaid, that they were desirous that the said chapel and property should be immediately delivered over to the Reverend Charles Knight as aforesaid: And whereas the said Reverend Charles Knight, being thus urged by the said trustees and the

said society, did actually so enter upon and take possession of the said chapel and property accordingly, for and on behalf of the people called Wesleyan Methodists in England in the connection established by the said Reverend John Wesley, and did forthwith in the year 1861 proceed to arrange and settle the assets and liabilities as endorsed on the said Articles of Agreement, and is now possessed of the proper receipts and acknowledgments in discharge of those liabilities, and so the said property has ever since the month of June in the year 1861 remained uninterruptedly in possession of the Wesleyan Mission:

AND WHEREAS it was found that the Supreme Court of this Colony did not possess the power to cancel the Grant issued as aforesaid by His Honour Acting Governor Smart, and to vest the property anew in the said Reverend Charles Knight as aforesaid, the then surviving trustees and the said Rawdon Street Society, did in October, 1861, as advised, present a petition to His Excellency Governor Hill, and to the Honourable Council, praying that an Ordinance might be passed vesting the said property in the Reverend Charles Knight in trust as aforesaid: And whereas Algernon Montagu, Esquire, the Attorney in the case of the said Petitioners, was subsequently informed by letter from the acting clerk of the Council, under date of 14th August, 1862, that the Governor and Council had deferred the consideration of the subject, until the arrival of a Queen's Advocate from England:

AND WHEREAS the said Petitioners were subsequently further informed by His Excellency the Governor, that the said petition and other papers were mislaid, and the most diligent search for them remained unsuccessful, as continued to appear in communications from His Excellency Governor Blackall, and so from divers causes the matter was delayed from year to year contrary to the unceasingly expressed desires of the said trustees and the said society:

AND WHEREAS through some defect in certain repairs effected in the said Rawdon Street Chapel by the then surviving trustees, immediately preceding the transfer of the said chapel to the Reverend Charles Knight as aforesaid, part of the said chapel fell soon after the said transfer, and the entire roof was thereupon removed, the Wesleyan Mission forthwith erected on one of the town lots aforesaid a temporary chapel, in which the said society have continued divine worship under the ministry of the Wesleyan ministers to the present time, which said temporary chapel is increasingly inconvenient, and is becoming unsafe, rendering the continuance of the society itself very precarious:

AND WHEREAS the Reverend Benjamin Tregaskis is now and has been for several years the General Superintendent in charge of the Wesleyan Methodist Mission in Sierra Leone, superintending and officiating in the said temporary chapel, and whereas the only two now surviving trustees, Abraham Robertson and Richard Robertson, and the said Rawdon Street Society, have from year to year, and to the present time, urged upon the said General Superintendent to move the Government to give effect to their wishes and purpose, to have the said property duly granted and confirmed to the Wesleyan Methodist Missionary Society, acting under the direction of the Wesleyan Methodist Conference in England, the said General Superintendent being now in possession of three hundred pounds placed at his disposal by the Wesleyan Missionary Society in England with a view to the adoption of measures for the restoration of the fallen chapel aforesaid:

AND WHEREAS, to give effect to all the intentions and purposes aforesaid, an Ordinance from the Governor in Council is necessary:

1. This Ordinance may be cited as the Methodist Lands, Rawdon Street, Ordinance. Short title.

2. The aforesaid Grant dated the eleventh day of November, eighteen hundred and twenty-eight, and every matter, clause and thing therein contained, shall be, and the same are hereby declared to be henceforth null and void. Grant of 1828
to be void.

3. Those two town lots upon which the said fallen chapel was erected and upon which the said temporary chapel now stands, the one situate in Wilberforce Street and numbered two hundred and thirty-three, and the other situate in Rawdon Street and numbered two hundred and thirty-four, in the Public Register, together with all houses, chapels, rights, privileges and appurtenances belonging or appertaining or with the same or any part thereof now or heretofore held, used or enjoyed shall henceforth be vested in the said Benjamin Tregaskis as General Superintendent of the Wesleyan Methodist Mission in Sierra Leone, in connection with the Wesleyan Methodist Missionary Society in London, and the Wesleyan Methodist Conference in England, his heirs and assigns, to the use of the said Benjamin Tregaskis, his heirs and assigns, upon the same trusts set forth in all other indentures executed and duly registered for Wesleyan Chapel property settled or acquired in this Colony during the last five or six years; that is to say, upon trust that he the said Vesting
estate in
trust.

Benjamin Tregaskis, or in case of his resignation of or transference from his office of General Superintendent in this Colony, then his successor, or whoever may be appointed and recognised by the said Wesleyan Methodist Society in London for this and other purposes, as the chief Wesleyan Missionary resident in the Colony of Sierra Leone, do from time to time and at all times hereafter for ever permit, suffer, allow and receive, such persons only as may be named, appointed and directed, either immediately by the said Wesleyan Methodist Conference, acting through the General Committee of Management of the Wesleyan Methodist Missionary Society in London, or by the General Superintendent or his successors as aforesaid, acting in this as in other matters under the general direction of the general secretaries of the said Wesleyan Methodist Missionary Society, and in accordance with the general rules and usage of the said Wesleyan Missionary Society and the said Wesleyan Methodist Conference, and no others, to have with the said General Superintendent or his successors as aforesaid the use and benefit of the said premises for the purpose of preaching and expounding God's Holy Word, and for the performance of all other acts of religious worship therein, according to the rules and usage aforesaid:

Provided nevertheless that the person or persons to be appointed as aforesaid shall and do preach no other doctrines than those which are contained in certain notes upon the New Testament, and the first four volumes of sermons published by the aforesaid late Reverend John Wesley, M.A., deceased; and that all such sums of money as shall be collected and received for, or on account of, the said trust premises, and all other rents and profits thereof, shall be paid and applied in discharging the debts, taxes and other necessary expenses of the said premises, and towards the support of the Wesleyan Methodist Mission in the Colony.

Power to
appoint other
trustees.

4. The President of the Wesleyan Methodist Conference in England for the time being may at any time, by an instrument under his hand and seal, appoint any other person or persons, being Wesleyan Methodists, to be a trustee or trustees of the premises set forth in these presents either in connection with, or in the room and stead of, the said Benjamin Tregaskis, or his successors in the office of General Superintendent or chief Wesleyan Missionary in the Colony, with power to the said trustee or trustees to appoint successors, being Wesleyan Methodists, in such manner and subject to such conditions and limitations as the said President may in his judgment deem

most advisable in the interests of the said trusts; the said manner, conditions, and limitations being set forth in the said instrument, which shall be registered in the office of the Registrar General as usual: And further, that upon every appointment of new trustees, either by the President as aforesaid, or in the room of trustees becoming incapable of acting in that capacity, by death, withdrawal from membership in the Wesleyan Methodist Society, or exclusion therefrom for any breach of its rules, or by continued absence from this Colony beyond a period to be determined by the President in the instrument aforesaid, the person or persons in whom the legal estate in the said chapel and premises shall be vested, at the time of such appointment, shall cause or procure the said chapel and premises to be legally vested in such new trustees, together with the surviving or continuing trustee or trustees, upon the same trusts, and to and for the same intents and purposes as hereinbefore mentioned, expressed and declared thereof.

5. In case at any time hereafter it shall be deemed advisable by the said Benjamin Tregaskis, as such General Superintendent, or his successor, or any new trustee or trustees, or whoever may be appointed or recognised by the said Wesleyan Methodist Missionary Society in London, for this and other purposes, as the chief Wesleyan Missionary resident in the Colony, to sell and dispose of the said trust premises, it shall and may be lawful, by and with the consent of the said President of the Wesleyan Methodist Conference, signified in writing under his hand, for the said Benjamin Tregaskis, or the chief Wesleyan Missionary in the Colony, or any new trustee or trustees as aforesaid, to sell and dispose of the said trust premises accordingly and to sign and give receipts for the purchase money, and to do, perform, and execute all such other acts, deeds and things as may be requisite in the premises, and the moneys arising by such sale shall be applied in the first place in payment of all debts due and owing for, or on account of, the said trust premises, and the surplus thereof (if any) shall be applied either in the purchase or erection of more suitable premises in Sierra Leone aforesaid, to be settled upon the like trusts as are herein mentioned and declared, or in such other manner in aid of the preaching of the Gospel by persons having their appointment as aforesaid, as the said Benjamin Tregaskis or the chief Wesleyan Minister in the Colony, or such new trustee or trustees may deem advisable, subject nevertheless to the written authority and direction of the said President of the Wesleyan Conference, as aforesaid; and that the said Benjamin Tregaskis herein named, his heirs or assigns, or the said chief Wesleyan minister

Power of sale
and disposal
of proceeds.

in the Colony, or any such new trustee or trustees, shall not be charged or be chargeable with, or be made accountable for, any loss which may happen to the trust estate, moneys and premises, or the profits to arise therefrom, without his wilful neglect or default, nor the one of them his heirs, executors or administrators for the other or others of them, but each of them only for his own separate acts, deeds, neglects, receipts and defaults: And that the said Benjamin Tregaskis, his heirs or assigns, or the said chief Wesleyan Minister in the Colony, or such new trustee or trustees, shall retain and reimburse and pay to himself all costs, charges and expenses whatsoever which he or they shall expend or become liable to pay in or about the execution of the trusts hereby created.
