

**THE BISHOP'S DISCIPLINARY TRIBUNAL FOR THE DIOCESE
OF PETERBOROUGH**

**IN THE MATTER OF A COMPLAINT UNDER THE CLERGY
DISCIPLINE MEASURE 2003**

**COMPLAINANT: MRS TESSA le SUEUR, NOMINATED BY THE
PAROCHIAL CHURCH COUNCIL OF HASSELBECH**

RESPONDENT: THE REVD DAVID FAULKS

BEFORE:

**CHANCELLOR HIS HONOUR JUDGE DAVID TURNER QC
(Chairman)**

**PREBENDARY DR DAVID CHANTREY
CANON KAREN CURNOCK
MR ADRIAN I'ANSON
MRS ANNE OSBORNE**

Introduction

1 This is the determination by the Disciplinary Tribunal of five allegations of misconduct against the Reverend David Faulks ("the Respondent").

2 In all respects the Tribunal was unanimous in its determination.

3 The hearing before the Tribunal took place in private on the 5th and 6th December 2007 at St Andrew's House, London W11. Mr Adrian Iles, Designated Officer, presented the complaints and Mr Mark Hill was counsel to the Respondent. We are most grateful to both representatives for their cooperation during pre-trial preparation and their advocacy at the hearing. At the conclusion of the oral evidence and submissions the Tribunal reserved its determination. A preliminary legal issue raised by Mr Hill which sought to argue that the first two allegations sent for hearing were time-barred was determined and rejected for the reasons given in an extempore judgment, upon which we all agreed, delivered during the first morning of the hearing.

The Parties

4 The Complaint which is dated the 24th July 2006 is in the name of Mrs Tessa le Sueur as the nominated representative of the Parochial Church Council (PCC) of Haselbech in the diocese of Peterborough. Haselbech is part of a United Benefice of Clipston, Naseby, Haselbech and Kelmarsch of which the Respondent is Rector. The United Benefice first came into being in 1978.

5 The Respondent is now aged 62. He has been married for about 40 years. He was ordained in 1986 and served two curacies before being installed as Rector of the United Benefice in October 1990, his first and only incumbency.

6 Each church has its own PCC of which the Respondent is Chairman. Each PCC meets four or five times a year.

7 The Respondent has for some time suffered ill health. In particular, he has, since late 2004, suffered from chronic fatigue syndrome (CFS), similar in its effect to Myalgic Encephalomyelitis (ME). It was necessary for him to take time off between November 2004 and the 1st April 2005 when he returned to duties. It is common ground between the parties that he has been, and indeed still is, unwell and that he had in consequence been underperforming in his duties. There were differing perceptions in the Benefice and in particular within the PCC of Haselbech about the wisdom and timing of his return to work. The Complainant told us she thought the Respondent was taking on too much. Whatever the precise medical position, his ill health and individual views upon it form a significant part of the background to some of the events we are considering. It is the Respondent's view that his ill health has been used by some individuals to bully him. He has said in his written evidence that the conduct of the Haselbech PCC in relation to his ill health

(and, by implication, the prosecution of these allegations of misconduct) has come to feel like a vendetta against him, in part at least with deliberate intent to try to force him to resign from his ministry.

8 That said, the Respondent has not sought to argue any direct causal link between his CFS and any of the specific allegations we have had to consider. He stated that, by the end of March 2005, he felt he could cope with taking on an increased role in the United Benefice.

The Complaints

9 A Complaint in very similar, if not identical, terms to the present was first lodged on the 21st March 2006. By reason of a purely procedural irregularity of which the Complainant was advised, it became necessary for the Complaint to be, in effect, started afresh on the 24th July 2006. From a list of complaints (mention was made in evidence to us of approximately thirty matters) the President of Tribunals identified five in respect of which there was a case for the Respondent to answer. These were set out in a letter dated the 28th March 2007 from the President to Mrs le Sueur thus:

"I have reached the conclusion that there is a case for the Respondent to answer in respect of the following allegations of misconduct which should be determined by a disciplinary tribunal -

A That the following alleged conduct of the Respondent the Reverend David William Faulks, the incumbent of the benefice of Clipston with Naseby and Haselbech and Kelmarsh, amounted to neglect or inefficiency in the performance of the duties of his office within section 8 (1) (c) of the Clergy Discipline Measure 2003:

1 Charging Mr and Mrs Lawrence incorrect fees for the solemnization of their marriage on the 2nd July 2005, so that he subsequently had to return part of the monies paid.

2 Failing initially to account to the Parochial Church Council for all the fees due to it arising from the said marriage.

3 Failing to keep full and accurate financial records in relation to the Parish magazine "*Contact*" for the years 2003 to 2006 inclusive.

4 Failing to provide the Parochial Church Councils of the United Benefice of Clipston with Naseby and Haselbech and Kelmarsh with full and accurate accounts for the said magazine "*Contact*" for the years 2003 to 2006 inclusive.

B That the alleged conduct of the Respondent in failing to account to the Parochial Church Councils of the said United Benefice for surplus funds generated by the parish magazine "*Contact*" estimated to

be in the region of £500 to £1,000 a year from 2003 until the closure of the magazine in 2006 amounted to conduct unbecoming or inappropriate to the office and work of a Clerk in Holy Orders”.

10 Those, and no others, are the precise matters the President has determined should be heard by this Tribunal.

The Law

11 Allegations A 1-4 inclusive are said to amount to neglect or inefficiency in the performance of the duties of office contrary to section 8(1)(c) of the Clergy Discipline Measure 2003. ‘Neglect’ and ‘inefficiency’ are not further defined in the Measure.

12 Paragraph 28 of the Code of Practice issued by the Clergy Discipline Commission under section 3 of the Clergy Discipline Measure 2003 reads:

“Neglect or inefficiency can be misconduct for the purposes of disciplinary proceedings. They are not defined in the Measure, and it is not practical to give detailed guidance on what amounts to misconduct here as the circumstances could be infinitely variable. If sufficiently serious, conduct on a single occasion could be neglect of the duties of office under the Measure, but generally neglect or inefficiency will amount to misconduct only if it occurs over a period of time”.

13 Furthermore, the Code of Practice emphasises at paragraph 9 that minor complaints should not be the subject of formal disciplinary proceedings.

14 Allegation B is said to amount to conduct unbecoming or inappropriate to the work and office of a Clerk in Holy Orders contrary to section 8(1)(d) of the 2003 Measure. Again, the key words are not further defined. Paragraphs 29 and 30 of the Code of Practice offer some further guidance. Identifying conduct which is unbecoming or inappropriate will be relatively straightforward in the case of a gross or obvious departure from high Christian standards. In other cases, such as the present, where what is alleged is in the nature of financial impropriety, a failure of procedural or ethical standards, a breach of trust or some other less obvious impropriety, a more difficult judgement may need to be made.

15 The Complainants do, however, point to the Guidelines for the Professional Conduct of the Clergy (approved by the Convocations and the General Synod and commended by the Archbishops in October 2003) and in particular to certain paragraphs in clause 10.

16 Clause 10.1 reads “The clergy are called to a high standard of moral behaviour”. Clause 10.4 reads “The keeping of parochial registers and records to a high standard is legally required as well as being part of pastoral

care". Clause 10.5 reads "The clergy need to ensure that all their financial activities, whether personal or corporate, meet the highest ethical standards. There must be strict boundaries between church finance and personal monies in order to avoid the possibility of suspicion or impropriety". Clause 10.6 reads "The clergy should never seek any personal advantage or gain by virtue of their clerical position".

17 Mr Hill, for the Respondent, makes the perfectly fair point that these Guidelines are of limited assistance and indeed that they were not current for at least an initial period of just under a year of the time with which we are concerned. We have had regard to that. Nevertheless, we consider the points relied on to be no more than (obvious) expressions of long-standing good practice and, dare we say it, common sense.

18 Any allegations of misconduct of whatever seriousness which reach a Tribunal for determination warrant anxious and thorough consideration. The burden of proving the allegations lies on the Designated Officer. The standard of proof we must apply is a balance of probability, but that is a flexible standard according to the seriousness of the complaint and the implications for the Respondent of its being proved. The more serious the allegation the more cogent the evidence should be before the Tribunal concludes that any complaint is established on the balance of probability; (see *Re H (minors) (sexual abuse: standard of proof)* 1996 AC 563).

The Evidence

19 In addition to reading a substantial bundle of statements and documents, we heard the following oral evidence. In support of the allegations – from Mrs Tessa le Sueur, the nominated representative of the Haselbech PCC, herself a member of the PCC and former Secretary and Churchwarden in the parish; Archdeacon Christine Allsopp, from January 2005 the Archdeacon of Northampton, who had a good deal of contact both with parish representatives and with the Respondent; Mr Peter Flory, a member of the Haselbech PCC and a retired chartered accountant who had endeavoured to evaluate and analyse the various available strands of financial information and documentation said to undergird the complaints; and Mr Michael Hopkins, Treasurer of the Naseby and Haselbech PCCs with whom the Respondent routinely dealt on financial matters.

20 We heard too from the Respondent, his wife Ann Faulks and Brother Martin SSF, a friend of the Respondent, who spoke of the Respondent's honesty and integrity and something of the strain Brother Martin believed the Respondent to be under. We also received and considered witness statements filed on behalf of the Respondent from Canon Norman Crowe, the Respondent's first training vicar, who also spoke to the Respondent's character. It had been Canon Crowe's practice (albeit now nearly twenty years ago) to use his (Canon Crowe's) personal bank account as a vehicle for the handling of various parochial and diocesan payments, a practice which

the Respondent appeared to have continued to the time with which we were concerned.

21 The Reverend Roger Knight, a previous incumbent, filed a statement containing helpful background information about the earlier days of Contact Magazine, a subject to which we shall need to return.

22 Ann Roper, a Naseby resident until earlier this year and a friend of the Respondent, filed a statement saying she had never had cause to doubt the Respondent's integrity or honesty as a person or priest.

23 Sister Michaela Davis OSC, the Respondent's spiritual director for the last seventeen years, shared that view in her witness statement. She regarded the Respondent as completely honest and straightforward, with his parishioners' welfare being his main concern.

24 Finally, Margaret Pike, to whom the Respondent is currently spiritual director, spoke in her statement of the Respondent as friendly, sympathetic, caring, honest and trustworthy.

25 Mr Iles gently protested at the (from his point of view) somewhat unexpected unavailability of the various authors of these statements to attend in person for cross-examination before us. He asked us to bear the lack of cross-examination in mind and we have done so. We doubt if the usefulness of this evidence would in any event have been significantly undermined by cross-examination and do not suspect for a moment that any deponent would, or would wish to, have qualified their high esteem for the Respondent personally. We take this evidence as to the Respondent's good character into account, in his favour, in our overall evaluation.

The Allegations of Misconduct

26 For ease of identification we adopt the numbering in the President's letter of the 28th March 2007.

Wedding Fees

27 A1 alleges a couple were charged incorrect fees for their marriage on the 2nd July 2005 so that the Respondent subsequently had to return part of the monies paid. There is no dispute that £42 was later refunded under cover of a letter from the Respondent of the 5th September 2005. The circumstances leading to that nevertheless require exploration.

28 In April 2005 a couple in the United Benefice expressed a wish to marry on the 2nd July 2005. Both were divorcees. Following some discussion, the Respondent agreed nevertheless to marry them in church. We are far from confident the Respondent in fact gave the couple clear or

accurate advice about the necessary preliminaries relevant to their particular circumstances, but that is not our immediate concern.

29 He gave them his (undated) standard fees letter on the 26th April 2005. Unfortunately, that letter was neither tailored to this couple's particular situation nor did it indicate, on its face, any element of provisionality or possibility of later adjustment in the actual figures. In those two respects, we consider it represented poor practice. The statutory fees were correctly stated, save for £12 in respect of a Certificate of Banns, which we consider was not appropriate for a wedding in the Respondent's own church. The other charges "levied by the PCC" were, we have assumed, those prescribed locally. They included items for a vergier, cleaning and heating about which the Respondent and the Archdeacon agreed they were to have some discussion. Precisely when those items were discussed is unclear to us. The Respondent believes it may have been first mentioned at a meeting on the 20th April 2005, thus preceding his meeting with the couple. The Archdeacon concedes that is possible, but believes it was first in August 2005. Both agree there was specific discussion on the 26th September 2005.

30 The Archdeacon's concern, in summary, was that charges for a vergier, cleaning and heating, should not, in principle, be included routinely unless those services were genuinely provided. She said she considered that should have been obvious to an experienced minister. The Respondent told us he said then, and still says now, these extra charges were principally a matter for the PCC to decide and if, as was often the case, he acted as vergier as well as priest, he could and should charge accordingly. We have some sympathy with his dilemma. Experience suggests PCCs take different approaches to the collection of additional charges of this sort.

31 The couple paid a non-refundable deposit of £100 on the 26th April 2005 and a cheque for the balance (£426.50) on the 21st June 2005. By then they had requested additional bell ringing at an extra cost of £50. In fact, seemingly by her error, the bride's cheque was drawn in the sum of £436.50. No one initially spotted this minor slip. The Respondent paid the cheque (as was his invariable practice) into his personal bank account.

32 Again, as was the practice at the Rectory, cash sums were prepared by Mrs Faulks for payment of the choir and organist. Only eight rather than the expected ten choir members were present, thus reducing that anticipated bill by £20.

33 About a week after the wedding the Respondent, again in the usual way, prepared his first analysis of fees form. This totalled £408, plainly a sum significantly less than the couple had paid. The Respondent told us he had consciously and unilaterally decided to waive certain fees because of what he regarded as "complications" in some of the pre-wedding formalities concerning banns and a common licence. In our view any complications were largely of his own making. Nevertheless, he omitted the publication of banns, certificate of banns and marriage certificate fees, recorded the reduced choir charge and removed the heating, cleaning and Vergier charges, the latter, he

claims, because of his discussions with the Archdeacon on the 20th April 2005. He conceded in evidence he was obliged by law to charge the statutory parochial fees. He accepted he did not consult about waiver of any of the local charges. He did not at this stage notify the couple themselves of any variation.

34 At his next meeting with Mr Hopkins, Haselbech Treasurer, which was probably after a Sunday service on the 31st July 2005, the Respondent handed over the first analysis document without comment and the fees of £102 said to be due to the PCC in cash.

35 Mr Hopkins did not at the time consider any of this unusual nor was he troubled the analysis form was unsigned by the couple. Countersignature was evidently unusual despite a space on the form for that purpose.

36 Meanwhile, the Respondent's initial fees letter to the couple had come to the attention of Mr and Mrs Flory, next door neighbours to the bride, if we may so describe her. The disparities between the figures in that letter and the Respondent's first analysis were immediately apparent. Including the innocent £10 overpayment, the Respondent appeared to have retained £128.50 over the figure in the first analysis. Mr Flory and Mr Hopkins discussed the apparent discrepancy and the latter took it up with the Respondent on the 2nd August 2005.

37 There is a conflict of recollection between Mr Hopkins and the Respondent about the conversation that day. The former denies he specifically insisted the additional local charges be inserted in a revised analysis. These items, said Mr Hopkins, were routinely charged and the PCC had not been invited to vary or waive them. The Respondent describes a rather more insistent Mr Hopkins, unhappy about the omissions and positively wanting the items included. The Respondent says he decided not to explain his earlier thinking about waiver and merely agreed to a revision of the figures. We think it likely Mr Hopkins was unhappy about the (unexplained) omission of PCC approved charges and made his views clear. An amended analysis sheet thus came into being which 'restored' the banns and marriage certificate fees and the charges for heat, light and a Verger. The upshot was that the PCC was entitled to a further £36 in fees, and the couple to a £42 refund. As we have already indicated, that sum was later remitted to them. No evidence suggests the couple themselves were unhappy with any of what transpired or with the service they received from the Respondent.

38 Allegation A2 relates to the Respondent's alleged failure initially to account to the PCC for all the fees due to it arising from this marriage in the circumstances which we have just outlined. Though the figures are minimal, the allegation is serious in that it is put on the basis that, had the Respondent not been challenged, the figures would not have been corrected and the PCC (and very probably the couple) would have been the losers.

39 The Respondent adamantly denies any element of dishonesty in relation to these, or any other, charges. He states forcefully that he has never

derived, nor sought in any way to derive, any personal benefit or advantage from individual fees or other PCC monies. With some emotion, he characterised the suggestions being made against him in this, as in the other complaints, as 'horrible'. He believed the Haselbech PCC and in particular Mr Hopkins had, after many years of satisfactory working relationships, taken to bullying him.

40 Before turning to our findings on these first two allegations relating to fees it is instructive to trace the Respondent's explanations.

41 A note of the meeting on the 2nd August 2005 on the Respondent's notepaper records his agreeing to 'look into the mistake made' in connection with the fees issue.

42 In his Answer to the Bishop dated the 24th April 2006 he says there 'was a mistake made mainly because of the circumstances of their wedding'. He went on to say he 'often' had to amend or alter the amounts of fees charged or paid to him.

43 In his letter to the Designated Officer of the 9th October 2006 the Respondent admits the figures in the first analysis sheet were wrong and were amended when the Treasurer pointed out 'the errors made'. He said he had simply forgotten what he charged the couple in what he regarded as a 'very complicated application for a wedding'.

44 In evidence to us the Respondent refused to admit he had made a mistake, beyond perhaps missing the bride's innocent £10 overpayment. He presented the matter as his conscious decision to waive fees for good reason. He said he had spoken earlier of mistakes because he felt he must have made some, but was now clear he had not. We found it somewhat strange he had not set out the explanation he gave us rather sooner.

45 In relation to Allegation A1, we are satisfied incorrect fees were charged, initially, however, strictly only in relation to a certificate of banns (£12). We have already indicated our view of the shortcomings of the standard letter not tailored to an individual case. There is no doubt a refund needed to be made in this case. The Respondent told us in evidence many couples overpay or underpay. That clearly suggested to us a system or practice in need of review to achieve greater clarity and precision in charging, recording and (in what should be exceptional cases only) refunding. That said, we are entirely satisfied there was no design or intention here to overcharge this couple, nor, ultimately, were they overcharged by the Respondent. There was some poor practice which could on one view be termed inefficiency, but in the single instance we were compelled to examine we were not persuaded this was culpable misconduct by the Respondent.

46 Allegation A1 is, in all the circumstances, dismissed.

47 Allegation A2 is of greater concern. When the Respondent completed the first analysis of fees he inserted figures which were correct in the light of

his decision to waive certain items. We accept the Respondent's account of his thought process to achieve a 'discount' for the couple because of his perception their arrangements had been (perhaps needlessly) complicated. His intentions may have been good. The way he went about things was unsatisfactory. We find he was wrong unilaterally to waive fees in the way he did without explanation or consultation. The PCC had set local charging arrangements. Those deserved to be implemented unless or until properly varied.

48 We readily accept the Archdeacon had, and had raised, concerns of principle but it was a matter for the PCC and not the Respondent acting alone to clarify those. At the very least, we would have expected the Respondent to have appended or endorsed on the analysis document a note of clarification to the effect that he wished to or had waived certain items and the reasons for so doing.

49 Ideally, given that the form is headed 'Analysis of Fees Received' the figure actually received from the couple should appear though there is no box or column to enable that. The 'payment date' space is blank as is the space for countersignature by the parishioner on both the initial and the revised analysis forms. It may well have been the Respondent's practice to deliver and the PCC's to accept these forms incomplete in some material particulars but, if so, it was poor practice and ought to cease.

50 We find that, when confronted by Mr Hopkins, the Respondent felt some pressure to restore the omitted figures and did so to avoid any confrontation. But in our judgment he was wrong unilaterally to have waived fees in the first instance and then wrong not fully and transparently to spell out precisely what he had done and why. He did not prepare an amended analysis until challenged. That adjusted return properly accounted for all fees due.

51 We have already found the Respondent had no intention to overcharge the couple. Similarly, we are not persuaded his intention was to deprive the PCC (or diocese) of legitimate funds or to mislead the Treasurer. Without challenge it is, we find, possible the PCC may have been deprived of a small sum or that a small sum may not have been fully accounted for by reason of the Respondent's decision to waive charges, but we are entirely satisfied there was no intention to misappropriate or misdirect funds and no motive to acquire any personal benefit.

52 In the circumstances, we find the failure fully, clearly and properly to account to the PCC for all fees due to it arising from the 2nd July 2005 marriage to amount to culpable inefficiency in the performance of the Respondent's duties of his office.

53 Before leaving this allegation, we ought to point out that on this occasion criticism of the Respondent's use of his personal banking account for parochial purposes forms no part of our finding of inefficiency. Experience suggests this practice is still more common across the Church than it ought to

be. No doubt in many places it is highly convenient. It need not imply even a suspicion of impropriety. But it ought not to happen. It runs the risk of an accusation of the intermingling of personal and parochial funds of the sort Paragraph 10.5 of the Guidelines referred to in Paragraph 16 above cautions strongly against.

Contact Magazine

54 All the remaining allegations relate, in one way or another, to the status and operation of '*Contact*' Magazine. In the Respondent's Succinct Statement of Case dated the 31st October 2007 prepared on his behalf by Mr Hill the Respondent contends the remaining allegations are predicated upon a fundamental misapprehension by the Designated Officer (and, through him, the President) as to the origin and status of the magazine. It is not, Mr Hill argues, and never has been, a venture undertaken by any of the PCCs of the current United Benefice either individually or in combination. The magazine has never 'belonged' to any of the PCCs, nor is there any nexus between the magazine and any or all of the PCCs. The Respondent edited the magazine in his private capacity and not *qua* incumbent nor *qua* chairman of any or all of the PCCs in the United Benefice. The poverty and inadequacy of record-keeping (which is largely admitted) is thus said not to be any dereliction of clerical duty. The Respondent puts it starkly in his first witness statement: "..... the PCCs had no right to call for any accounts. It was, to put it bluntly but literally, none of their business". This contention clearly warrants careful evaluation.

55 It is common ground that *Contact Magazine* was a fairly modest publication which predated the United Benefice and probably existed, until its closure, in one form or another for approaching thirty years. Mrs le Sueur was plainly wrong in her statement made in the Complaint form when she spoke of the publication in its "tenth year". She qualified that in oral evidence to imply that was as long as she recalled it in its present format. A succession of incumbents have edited it. It had a modest circulation and volunteer distributors collected small annual subscriptions from recipients, in addition to a number of copies which appear to have been given away free. From the mid-1990s the sale of local advertising space supplemented revenue though the intent in publication had never been commercial. The aim had been to provide news and information for the church and the communities of the parishes.

56 The Complainant and her witnesses all said they regarded the magazine as a Benefice publication. They said legal ownership had simply never been an issue. They had never considered the publication to be anything other than a church magazine. All, they said, had proceeded on that assumption, which had never been questioned. Mr Hopkins said, reflecting the views of others as well as his own, that the magazine had been assumed to be non-profit making and essentially self-financing. They had trusted it was being properly managed.

57 We have had an opportunity to study a number of editions for ourselves. The presentation and content at first glance strongly suggest this was a church magazine.

58 The publication is entitled "*Contact Parish Magazine*" or "*Contact Magazine – Church Magazine*". It bears the photographs and names of the four parish churches, along with the diocesan coat of arms or crest on its cover. It begins typically with a Rector's letter. It contains a mixture of what might be termed spiritual and secular content. The times of services and activities are included as is a lengthy and detailed list of the names and addresses of "Who's Who" in the benefice. An explanatory note alongside the list states in terms "Contact is the church magazine of the United Benefice of Clipston, with Naseby, Haselbech and Kelmarsh". There is a copyright reservation at the foot of the final page to the named churches of the United Benefice. The Respondent told us in evidence he had taken advice from the diocesan authorities on either this or, as sounded more likely from the description of his enquiry, some form of disclaimer. There is certainly other local news and notice of activities but the publication is unquestionably in our judgment church-focussed. Mrs Faulks is said in the text to be the person to contact about subscription or distribution issues; baptism or wedding arrangements are for the Rector.

59 In an effort to rebut the contention that over the years *Contact* was a freestanding community magazine of no concern to any of the PCCs, Mr Iles took us through a somewhat random selection of PCC meeting minutes from each parish, spanning a number of dates.

60 We have noted references to discussion items in Naseby PCC in 1990, 1996, 1997, 1998, 1999 and *Contact* was placed on an agenda for a meeting in September 2006, after these proceedings had begun.

61 There are similar references in Clipston minutes in 2001, 2002 and 2006, and in Kelmarsh minutes in 1987, 1988, 1989 and 1994.

62 Possibly significant to the birth of *Contact* is mention of a change of pattern for 'the hundredth edition of our village news sheet' which is recorded in the Naseby and Haselbech News of April 1978. It proudly announces - "*Contact* a community magazine for all three parishes and sponsored by the parish churches". The first edition seems to have followed in May 1978. Its opening piece begins "Welcome to this new community magazine for the villages of Naseby, Haselbech and Clipston. Although this publication is sponsored by the parish churches, and the Reverend Roger Knight will be the editor, it must be stressed that news, views and information are welcomed from all organisations and individuals".

63 A decade later, in June 1988, the then Rector's editorial stated "*Contact* has been sponsored by the four parishes and is primarily a means whereby the Gospel of Jesus Christ has been shared in what the Rector writes as the 'mainstay' article".

64 These latter references all predate the Respondent's involvement, but his case is that he merely continued as editor of something which his predecessors had run before him and which was essentially separate from and unaccountable to any of the PCCs.

65 Clearly a number of the references in minutes are open to several interpretations. That the matter of *Contact* came up from time to time cannot be disputed though we acknowledge that PCCs do routinely discuss matters of local concern over which they may have no legal authority. That, however, is not our sense of the situation here. A somewhat poignant entry in the "Any Other Business" part of the Naseby PCC minutes for the 9th September 1998 sums up what we suspect was the practical reality. After an adverse comment from one member about the shortage of Naseby news in the magazine and the Rector's explanation, the minute continues: "A discussion followed regarding the time it takes to print and produce (the) *Contact* and asked for offers of help (*sic*). None forthcoming". It has, we have no doubt, suited the PCCs over the years to have the Respondent virtually single-handedly editing and producing, and his wife coordinating the distribution of, this magazine. However, to say the Respondent was shamefully unsupported is not the same as to say the magazine was independent of any of the PCCs.

66 That proposition becomes, to say the least, problematic when it is recognized that it was the Respondent's practice to pass to Mr Hopkins for payment from Naseby PCC funds nearly all invoices for paper, ink and other materials for the magazine. Later, the parish would be reimbursed by lump sums from the *Contact* account which, Mr Hopkins explained, represented about 60% of the sums paid. The remaining 40% would be met by the parishes upon the informal understanding that they had the use of the stationery supplies and the production equipment for general parochial or Benefice purposes. The 40% figure was itself suitably apportioned between the four parishes. Furthermore, Mr Hopkins explained and we accept that all the maintenance costs of the photocopier used to produce the magazine were paid out of the PCC accounts and there was a mutual benefit to all concerned of having one effective computer/publishing system available for use in the Benefice and by *Contact*.

67 As is apparent from Mr Hopkins' running account document, the sums paid out, and back, were not insignificant. For example, some £2,568 appears to have been paid back from *Contact* to Naseby PCC in the period 2003 – 2006.

68 On one occasion when Naseby had insufficient funds to discharge payments, Kelmarsh temporarily injected £400 against an equipment purchase. Mr Hill has sought to persuade us that these were no more than mere loans to (the independent) *Contact*, repaid as and when *Contact* had the means to do so. We do not consider the matter was quite so straightforward.

69 We accept Mr Hopkins' evidence about practical funding arrangements. We accept he was anxious to keep arrangements informal and as simple as possible. All accepted *Contact* was expected and indeed

believed to have been run as a largely self-financing venture. None of the PCCs expected to subsidise it as such though Naseby, principally, helped to ease cash flow tending to recover an appropriate sum annually. Mr Hopkins explained how he would, infrequently he accepted, ask the Respondent, or sometimes Mrs Faulks, for money and thereafter cheques, usually drawn on the *Contact* account, would be paid on request.

70 He admitted candidly he was not unduly concerned where the money came from provided it was forthcoming. He conceded he knew of the existence of *Contact's* own account but said the PCCs were not given sight of it and were unaware precisely what was going in and out. There was a feeling, he explained, that *Contact* should have been providing some income but no one in the PCCs knew what it was, or indeed seems to have enquired with any real diligence.

71 Mr Hopkins said that whilst he kept records of bills paid and monies owing from *Contact*, there were no comparable records available on the *Contact* side, despite the figures involved becoming larger and computer and other equipment seemingly being purchased.

72 Despite references to *Contact* in the Naseby PCC and Kelmarsh PCC accounts for the year ending the 31st December 2004 it was a matter of some surprise to us that the Independent Examiner of the accounts appeared not to have raised questions about the detail of the sums involved. Mrs le Sueur's recollection in evidence was that any of the apportioned contributions requested of Haselbech appeared in their accounts simply as 'stationery'.

73 In support of his opening contentions for the true independence of the magazine, Mr Hill pointed to the nature and community flavour of the magazine, its predating of the United Benefice and its separate bank account, initially with Barclays Bank, later, probably from January 1993, with Nationwide where there was a Treasurer's account with the account name simply "Contact Magazine". The Respondent and his wife (the latter probably from January 1996) were the sole, joint, signatories. Mrs Faulks succeeded a Mrs Vening as Treasurer. The Respondent says that was in 1998. The passbook suggests it may, in fact, have been in 1996.

74 Further, Mr Hill pointed to the paucity of references to *Contact* in PCC minutes and accounts and to the absence of anything which could reasonably be described as an editorial or management committee or other active involvement by any of the PCCs in production, distribution or finances of the magazine.

75 By the time of his closing submissions and without, we believe, directly conceding his primary contention for independence, Mr Hill was arguing there was, at the lowest, genuine dubiety as to the status of the magazine. He did concede there was some nexus with, possibly, the Naseby PCC whose funds had, at least in part, been co-mingled with *Contact's* saying that the beginnings of a solution were tragically overtaken by a complete breakdown

of trust and the pursuit of the present complaints. He was compelled to argue that any surplus *Contact* funds (and possibly equipment) were held on some form of resulting trust for the magazine's subscribers, a legal analysis which he readily recognized, even if correct, would be totally unworkable in practice.

76 The Respondent in his written evidence stated candidly he could only admit to the fact that at no point during his time as editor were any proper accounts kept or produced for the finances of the magazine. He told us he considered himself the editor. His wife was the Treasurer. Between them they ran the publication for the benefit of church and community. He protested, with perhaps understandable frustration, that had the PCCs wished to assume responsibility they could have done so. He would, he insisted, readily have set the finances up as a PCC fund and the operation could have been brought under PCC auspices. Had that happened, he said, his wife would have been delighted. The reason it had not happened was, he said, because the PCCs were not concerned. They were, as he said, 'happy to let us get on with it'. We had no difficulty accepting the latter proposition.

77 Pressed in cross-examination as to who 'owned' *Contact* and its funds he said, without in our judgment much conviction or confidence, 'the magazine subscribers', a constituency which changed annually. He did not believe he owned the funds, nor did he think the PCCs owned them. Mr Flory said that whilst his wife had been Haselbech Churchwarden in 2004 she had written asking for accounts of the magazine but her letter had gone unanswered. The Respondent accepted in evidence he had indeed been asked for accounts in 2004 but had simply said (as was the reality) there were none. He agreed he had not taken the point this was none of the business of any of the PCCs either in 2004, or at the time of the agreement of a document called Benefice Financial Procedures to which it was said he had given agreement but never signed in late 2005. That document mentions *Contact* in terms and provides *inter alia* for the production to the PCCs of annual accounts, bank statements and supporting documents in respect of the magazine. Furthermore, the Respondent had not taken the point in his written response to the Bishop of the 24th April 2006 or in his further response of the 19th August 2006. In the latter there is a passage in these terms which does not sit easily with the Respondent's contention *Contact* was independent: "During this time the magazine was no longer viable and only continued because of my subsidising of it and the Benefice contributing to the costs of production, it has possibly cost the Benefice a great deal of money to maintain it. We accepted your advice that we should no longer be signatories to the account and that the PCC (Mr Hopkins) should take over the running of the account".

78 The Respondent explained this to us, not convincingly to our minds, as merely his attempt to answer the complaint openly. He said he would simply not have said to his Bishop the matter was not the PCCs' business. Had that been his true view, or the reality, it is difficult to understand why the point could not properly and courteously have been made.

79 The Respondent further accepted the Archdeacon had at various stages raised concerns about the magazine's status. She told us of her concern that the magazine appeared to be what she termed "free-floating". It was not attached to any one of the PCCs as she believed it ought to be in a United Benefice structure. She was concerned that there was subscription and other income which did not feature in any of the PCCs' annual accounts. Her advice was there should be some accountability, a view she said the Bishop shared, if for no other reason than to protect the Respondent himself.

80 In a letter of the 26th October 2005 the Archdeacon wrote to the Respondent with reference to the magazine account: "..... figures must be published and attached to one of your PCC's Annual Financial Statements in order to comply with the requirements of the Charity Commissioners".

81 She wrote a further letter to the Respondent on the 21st February 2006 including the comment (on the same subject): "A statement for the year must be published and attached to one of your PCC's Annual Financial Statements for presentation to the PCC and to the APCM" (Annual Parochial Church Meeting).

82 We consider the advice which was being given by the Archdeacon was, in the circumstances, sound.

83 Further, she was in our judgment right to be critical of the approach taken by the Respondent to the closure of the magazine in June/July 2006. The Respondent's deep upset at what he saw as the false accusation being made by Mr Hopkins at a PCC meeting on the 13th June 2006 that he and his wife had personally financially benefited from the magazine ('pocketed over £1,300' was how he said it had been put) was perhaps understandable, but the Respondent was wrong in our judgment not at least to leave open the possibility of *Contact* continuing under different arrangements. It may be the parishes were not united among themselves as to the desirability of *Contact* continuing and the Respondent is certainly not to be criticised for his efforts to refund subscriptions and advertising revenue as he did, but his overall response at the time strikes us as intemperate and pre-emptive. He was, to say the least, unwise thereafter unilaterally to settle various outstanding computer invoices and to reimburse himself for purchases of equipment he had earlier made on his own credit card in 2005.

84 In an e-mail to the Respondent of the 12th July 2006, the Archdeacon reminded him of her view that the money in the *Contact* account belonged to the PCCs and that even the decision to remove money to facilitate refunds should have been taken by the PCCs. The Respondent told us he disagreed with the Archdeacon's view in this regard.

85 As to the equipment which had been purchased, the Respondent said he did not regard it as his personal property. It all remained at the Rectory and he had, he said, 'no problem' giving it over to the parishes.

86 He sought to persuade us that over the last three to five years he and his wife had in fact subsidised the production of the magazine from their own money. He suggested an out-of-pocket figure of about £400 which we consider, for reasons relating to deficiency in accounting systems which we describe further below, to be no more than a wild guess. That the Respondent has made a number of equipment payments using his own credit card is not in dispute. Nor is it disputed that he regularly recovered cash sums. The problem is to know with any degree of clarity or confidence what in fact the financial position of the magazine was at any given point during the period we are considering.

87 The Respondent was candid in his evidence about his lack of financial competence. He conceded that, with hindsight, he should have sorted out the finances of *Contact*. He apologised for the fact there were no proper accounts. He said the records he and his wife had were very poor. He said he had tried, when asked, to recreate the financial picture but was not sufficiently financially competent to produce accounts and he feared he had further confused rather than clarified the position by his efforts. Whilst still maintaining the magazine was independent, he at the same time said he should have been more careful and had left himself exposed.

88 In both his written and oral evidence and by Mr Hill's opening and closing submissions, the Respondent has sought to argue that his wife, as *Contact* Treasurer, is the person responsible for any deficiencies of record or account-keeping relating to the magazine. Consistent with his basic contention as to the magazine's independence, he submits she was in turn responsible to the magazine's subscribers and not any of the PCCs.

89 Mrs Faulks took over from Mrs Vening who retired as Treasurer in 1996 or 1998. There appears, unsatisfactorily in our judgment, to have been no wider consultation about Mrs Faulks' appointment to the position or as a signatory to the building society account. We considered she had been put, or allowed herself to be put, in a potentially difficult position.

90 Significantly, Mrs Faulks in her witness statement told us, and we accept, she simply took on the role to ensure the magazine kept running. Although given the title 'Treasurer' she said she did not consider herself as an 'actual treasurer', rather as someone facilitating the financial side of the income of the magazine by collecting subscriptions and advertising revenue. She too accepts no proper records were in fact kept for the magazine.

91 In his response letter to the Bishop of the 19th August 2006, the Respondent's perception of his wife's role appears somewhat different. There he asserts that at a meeting (we assume with the Bishop) "Ann took total responsibility for *Contact* and its financial matters". The Respondent goes on in that same letter to refer to the instruction of accountants, M Partridge and Co, with a view to accounts being prepared after the event, a subject to which we shall have to return.

92 There can be no doubt whatever that the Respondent and his wife worked hard and substantially unassisted in the production of *Contact*. The couple agreed Mrs Faulks handled most of the cash and cheques which were received. Cash sums were at times retained in a bag in a filing cabinet at the Rectory. At other times, monies were banked. The account passbook itself makes that clear. If the Respondent wished to purchase equipment he would simply enquire of his wife if there was sufficient funds and, depending on the response, pay such outgoings from the account or, alternatively, with his own credit card.

93 Despite his formal contention as to his wife's responsibility as Treasurer, to the Respondent's credit he went on to say in cross-examination, with perhaps a little more realism, that he, as Rector, shared responsibility with her and indeed had to shoulder ultimate responsibility for what took place with the magazine and its money. This, he said, did not make *Contact* a PCC magazine, but as incumbent he was still responsible for what happened in the parishes. He conceded the money was never his and, once asked, (as he accepted he had been during 2004), it was his duty to produce accounts. That very concession appeared to us to sit distinctly uneasily with his basic argument that the affairs of *Contact* were none of the PCCs' business.

94 After this somewhat lengthy review of the nature, history, status and organisation of *Contact*, we must determine whether there is force in the Respondent's argument that any failures in relation to accounting fall out with the arena of clergy discipline.

95 We unhesitatingly reject that. We are satisfied this was not merely a community or village magazine. It was a church magazine, certainly aimed at the wider community, but serving and benefiting the parishes and worshipping communities at the same time. It was edited and produced by the Respondent, as Rector, as part of his ministry across the United Benefice. In small parishes, especially in rural areas, the distinction between 'church' and 'community' is not always clear in practice. Its content, style and self-description ('the church magazine') speak volumes. The financial nexus we have already described more than gave the PCCs in question a legitimate interest but, regrettably, it was an interest which was not properly or sufficiently pursued by the PCCs concerned or their treasurers.

96 The Respondent, in our judgment, inherited an already unsatisfactory situation. It suited both sides to prolong the arrangement which has now completely broken down. We believe it suited the parishes to have the magazine produced with little or no effort beyond the Rectory and, effectively, no cost to the parishes. It suited the Respondent to have an entirely free hand to expend funds on parochial or benefice equipment without the (possibly tiresome) necessity of PCC discussion and prior approval or even specific consultation with the Treasurer.

97 In our judgment the PCCs have, by their lack of pro-activity until a point of crisis had been reached, colluded with a long-standing, unsatisfactory, arrangement. We were unimpressed by the evidence of Mr Flory that various

requests for accounts had been made at PCC meetings but 'never minuted'. We wondered why. We accepted the Respondent's evidence that, before 2004, he and his wife were simply not asked for accounts. They were not asked, but neither did the Respondent offer. Both he and the PCCs concerned must, in our judgment, shoulder some responsibility for a plainly unsatisfactory state of affairs. The Respondent should not have been, as we believe he was, simply 'left to get on with it'. He, by the same token, had an obvious duty of which he should have been aware in his handling of others' money to place arrangements on a transparent and proper footing.

98 We find the Respondent should have properly clarified these plainly unsatisfactory arrangements at least by 2003. By his own admission no proper or adequate financial records were kept for the entire period. We accept he was asked for accounts from 2004 but produced nothing remotely satisfactory or comprehensive. He frankly conceded that, once asked, he had a duty to produce accounts. He failed in that duty. He spoke candidly of his lack of financial or other accounting competence. That ought to have made the need for review and rearrangement even clearer to him. That occasional questions about profits were being asked in the Benefice is apparent from the endorsement of one magazine distributor on her return form for January 2005 to the effect that she had herself been asked 'what happens to the profit?' from the magazine. The question was an obvious and relevant one.

99 It follows that we find (in terms of Complaint A3) the Respondent's conduct in failing to keep full and accurate financial records in relation to *Contact Magazine* for the years 2003-2006 to amount to neglect and inefficiency in the performance of the duties of his office.

100 Further (in terms of Complaint A4) we find the Respondent's conduct in failing to provide the PCCs of the United Benefice with full and accurate accounts for *Contact Magazine* for the years 2003-2006 also to amount to neglect and inefficiency in the performance of the duties of his office.

Surplus Funds

101 We turn finally to Complaint B which raises, to our minds, the significantly more serious charge of failure to account to the PCCs of the United Benefice for surplus funds generated by the magazine.

102 Mr Iles in closing submitted a significant surplus had been convincingly demonstrated, the Respondent had benefited personally from that surplus which remained unexplained and unaccounted for and, indeed, the Respondent had lied in at least some of the explanations given. These are obviously serious allegations which, though they must of procedural necessity fall short of specific accusations of criminal conduct (see paragraphs 59 and 60 of the Clergy Discipline Measure 2003 Code of Practice) still raise what Mr Hill termed 'the spectre of fraud or embezzlement' of PCC funds.

103 Much time has been spent by the Respondent and his wife on the one hand and, in particular, Mr Flory of the Haselbech PCC on the other, in an attempt to reconstruct a true and reliable picture of *Contact* finances from 2003 to 2006. A number of documents variously described as 'Accounts' and 'Account Transactions' formed part of the documentary evidence before us and a good deal of time was spent in cross-examination exploring the detail.

104 As a retired chartered accountant, Mr Flory was well placed to examine the available figures. However, as he readily conceded, he was compelled to produce the accounts he did based on figures and incomplete information coming from the Respondent and Mrs Faulks.

105 The only document produced by the Respondent to the PCC prior to the first (abortive) complaint was one entitled 'Contact Accounts 2006' received on the 6th March 2006. Understandably, Mr Flory regarded it as useless without supporting bank information and in any event figures for 2003-2005 were omitted.

106 As part of his first answer to the Complaint, the Respondent then produced a further single page document headed 'Contact Parish Magazine' which purported to show income and outgoings for the period 2003-2006. Examination of the Building Society statements suggested significant sums of income described as 'adverts' (ie advertising revenue) appeared not to have been banked. This was of obvious concern to Mr Flory and others.

107 Based on the figures and information supplied by the Respondent, Mr Flory prepared basic draft accounts for the relevant period. These suggested a significant trading profit and, by Mr Flory's calculation, a theoretical 'cash-in-hand' surplus of £1301 at the 31st March 2006.

108 Following sight of a letter dated the 7th January 2004 from Mrs Faulks to magazine distributors which contained certain sales and advertising revenue information, Mr Flory revised upward his contention that there was an unexplained trading profit.

109 Following the closure of the magazine the Respondent produced a document dated the 20th November 2006 entitled 'Account Transactions Cash'. It purports to be a running balance. A 'revised edition' was produced, amended in a number of particulars, for the bundle available at the hearing. The Respondent explained in evidence that these documents were his attempt to try to calculate, after the event, the actual pattern of income and expenditure in order that all might have what he termed a 'better and better picture of what actually happened'. These, he said, were essentially working documents, reconstructed from the building society's statements, credit card statements, invoices and magazine distributor sheets found 'in the garage'. He conceded he had 'failed miserably' to produce 'anything like accounts'. He agreed the position was confusing, saying 'I put my hands up'. At various points he accepted his working documents were 'completely wrong'.

110 That self-appraisal accorded with Mr Flory's highly critical analysis. Amongst a number of unsatisfactory features were items of un-banked cash income, payments to the Respondent himself and purported payment of invoices for equipment after closure of the magazine. Individual figures were not always consistent with one another at different entries in the documentation. There were some obvious instances of double accounting. 'Cash in Hand' figures (in one case in 2003 said to be £858.20) were, the Respondent explained, 'hypothetical'. He said cash sums of that order were never in fact in hand. Somewhat unsatisfactorily, he said initially in cross-examination that sums in excess of about £100 were never held in cash. Moments later he revised his evidence to say the maximum cash held was £200 - £300. Making every allowance for the stress of giving evidence, his vagueness was not reassuring.

111 Mr Flory's evidence was that, almost whatever approach was taken to the available figures, there was an annual trading profit or surplus, some of which must either have been held in cash or used for other expenditure, for it did not appear to have gone into the *Contact* account.

112 The Respondent's case was that much of the time *Contact* struggled to pay its way. There were rarely surpluses and such as there were were soon swallowed up in equipment and production costs, a number funded at least initially on the Respondent's own credit card. He contends Mr Flory's analysis is fundamentally misleading.

113 Yet a further set of professionally produced accounts was disclosed to us as an exhibit to the Respondent's witness statement. These were produced by Mr Michael Partridge at the Respondent's invitation. They purport to demonstrate, in summary, a series of losses made by *Contact*. The Respondent explained that Mr Partridge had considered the preliminary accounting efforts of the Respondent himself as 'laughable' but had nevertheless gone on to produce, but not apparently sign, what was before us. In fact, the Respondent himself told us that even he had seen errors in Mr Partridge's work which he, the Respondent, had corrected in an amended version of these documents which did not feature in the bundle. We regarded it as entirely unsatisfactory that documents known to be inaccurate on their face were produced without that being made crystal clear.

114 In any event, there were a number of obvious items of duplication or apparent double accounting even in the defective documents we perused. Mr Flory (rightly we suspect) was completely dismissive of the usefulness or accuracy of these documents and although we do not in any way criticise Mr Partridge professionally (for we have not heard him nor has he had any opportunity to explain or justify his analysis) we are clear we can attach no weight to these particular accounts before us.

115 The difficulty Mr Flory and others (including the Tribunal) have faced in achieving any accounting precision was neatly illustrated by the Respondent's production on the second morning of the hearing of two further invoices dated

respectively the 26th June 2005 and the 16th December 2005. No one other than the Respondent (and possibly Mrs Faulks) had seen these before. The Respondent explained that they had been 'overlooked', filed in another part of his filing cabinet. They did not feature in his, or anyone else's, figures. They related to the purchases of a digital camera and a monitor. The former had been intended for magazine use and for wider use in the benefice. The Respondent insisted the camera had not been acquired for personal use.

116 The Respondent accepted that, as with other purchases, these items could have been the subject of a request via Mr Hopkins to the Naseby PCC for funding but difficulty, indeed probably reluctance, could be avoided by such expenditure being treated as a *Contact* expense.

117 Other aspects of the Respondent's practice were also of concern to us. Whilst we could understand that on occasions it may have been convenient to the Respondent to pay for items on his personal credit card, his account of telephoning the credit card company to ascertain minimum relevant repayment figures was difficult to follow as was the actual pattern of personal recoupment his figures revealed. Having contended in his evidence the magazine had had a 'hand-to-mouth' existence, the Respondent was cross-examined about historic cash withdrawals shown on building society statements he had himself produced. Entries in 2000, by way of example, showed cash withdrawals of £1,700 (in three sums £400, £600 and £700) between June and October 2000. Although these specific transactions were outside the period with which we are concerned, it troubled us that neither the Respondent, nor Mrs Faulks, had any recollection whatever of the purpose or explanation for withdrawal of cash sums of this order.

118 A document upon which we feel confident we can depend is Mr Hopkins' analysis entitled 'Contact – Receipts Payments and Balances 2003-2005'. That lists those invoices and outgoings settled by Naseby and, undeniably, shows broadly annual repayments by *Contact*. The sums involved are not particularly large, but we were left in no doubt that a much fuller and clearer system for their handling and recording was required. Both the PCCs and the Respondent shared a responsibility to bring that about.

119 At the conclusion of what all are agreed was an incomplete and in significant respects unsatisfactory accounting appraisal, Mr Iles made clear that the Complainants cannot say precisely what any surplus produced was. He suggests that it was 'fairly significant' estimating £500-£1,300. He says the Respondent has failed to account for this surplus and has accordingly benefited personally from the funds.

120 We conclude that it is more likely than not that, overall, *Contact* made a surplus. We cannot now quantify that surplus with precision. We believe it was not large and suspect it may have been in 'the hundreds' over the period with which we are concerned though, at specific points during the period, the surplus will undoubtedly have been greater than at others.

121 The inability accurately to quantify a precise surplus is due to the Respondent's culpably poor record-keeping and accounting.

122 The use of the Respondent's personal credit card in the way it was done was unsatisfactory and unwise, as was the holding at times of significant sums in cash at the Rectory.

123 The Respondent told us on oath, and we accept, that he has never behaved dishonestly in relation to *Contact*, or other funds nor sought to derive any personal financial benefit or advantage from *Contact* revenue. Despite our significant concerns about the transparency of his dealing with *Contact* finances, we are not persuaded that any use made by the Respondent of any surplus during the period with which we are concerned was dishonest, fraudulent or designed to lead to personal gain, indeed we do not believe it was.

124 We cannot entirely rule out some element of inadvertent intermingling of *Contact* revenue and the Respondent's personal funds in the wholly unsatisfactory recording and accounting regime which surrounded *Contact*, but we are satisfied there was no dishonest intent on his part in that regard. We think it likely that any surplus funds were expended at the discretion of the Respondent, upon an entirely unsatisfactory *ad hoc* basis, without proper consultation, approval, accountability or recording, for what he unilaterally determined to be the best interests of the United Benefice.

125 In the circumstances, we find the Respondent's conduct in failing properly to account to the PCCs of the United Benefice for surplus funds generated by *Contact* to amount to financial conduct unbecoming or inappropriate to his office and work. The sums involved were not paltry. There was significant incompetence in record-keeping and accounting. The Respondent's ignorance of the precise, or any, surplus was culpable. The handling of any surplus gave rise to a duty of which the Respondent plainly ought to have been aware to record, to account, to behave transparently, in all of which respects the Respondent failed. He was unwise, to say the least, to operate an account such as the *Contact* account with his wife as the sole co-signatory. He was, however well intentioned, wrong to expend what we have determined were Benefice funds without proper consultation and approval. He was in our judgment guilty of a significant failure of responsibility to care and account for funds which he accepts were not his.

Conciliation

126 It is a matter of some regret to us that the PCCs declined to go down the route of conciliation initially advocated by the Bishop. Mr Hill in his closing submissions suggested this decision was symptomatic of a lack of Christian charity which has characterised the Complainant PCC's approach. We have explored insufficient of the overall background to the undoubted difficulties

between the Respondent and certainly the Haselbech PCC to reach firm conclusions upon the reasonableness or otherwise of the PCC's stance.

127 Mrs le Sueur felt previous attempts to resolve financial issues had come up against what she termed 'a brick wall'. The Archdeacon too considered that in respect of financial and possibly other matters a point had been reached where conciliation was regrettably not the answer. The Respondent accepted in principle the need for change, she said, and would say 'no problem' but thereafter, as the Archdeacon put it, 'nothing happened'. She felt that advice she had herself given the Respondent was not followed through and what she termed 'the totality of financial matters' was not changing or 'if it was, it was very slow'.

128 We have of necessity strictly limited our exploration of the facts to those matters sent for hearing. It was impossible, however, not to be left at the conclusion of the hearing with a strong impression that other issues and relationships (of which we know little or nothing) may not have been resolved by this stressful and costly process of formal disciplinary complaint. Our sincere hope now is that any outstanding issues may for the sake of the Gospel be resolved with love, compassion and patience on all sides.

David Chantrey

Karen Curnock

Adrian l'Anson

Anne Osborne

HH David Turner QC