

**IN THE CONSISTORY COURT
of the DIOCESE OF LIVERPOOL**

In the matter of St Gabriel's Toxteth

Judgment on faculty petition for lease agreement

Introduction

1. This court is considering an application for a faculty in relation to the proposed lease of St Gabriel's church in Toxteth, Liverpool, to the Ethiopian Orthodox Teklehaymanot Church (EOTC). There is also a memorandum of understanding in anticipation of the sale of the church building to the EOTC, who have been using St Gabriel's for a number of months for worship services and cultural community events.

2. This position arises because of a decision made in the process of diocesan reorganisation under the Fit for Mission (FfM) initiative to merge the parishes of St Cleopas and St Gabriel's and to move the congregation to the former. There is now one single PCC known as Dingle St Cleopas (both churches are located in the Dingle area of the larger Liverpool suburb of Toxteth, and close to the River Mersey). It is said that it was uneconomical to continue to maintain both church buildings with lower congregation numbers, and in particular St Gabriel's was considered to have a number of maintenance issues which would require significant financial outlay. St Gabriel's is an older Victorian church, built in an industrial Gothic style, but unlisted, although with the usual problems associated with older heating systems and open spaces, whilst St Cleopas is a more modern easier to manage building.

4. In the papers which are provided to me (digitally) there is an absence of any detailed background information as to how these changes came about. I have simply been provided with the PCC minutes, a statement of need, and the proposed agreements. This is unfortunate, and it would have been helpful to know a little more about the transition, especially because of the letters of objection to the grant of a faculty. I base my assessment of the background on my general understanding of the FfM initiative and some of the changes which are beginning to arise in the Liverpool diocese. However, for reasons which will become apparent, it is neither proportionate nor necessary for me to postpone this decision to seek greater detail.

The agreements

5. The memorandum of understanding anticipates a lease to purchase agreement, allowing the continued occupation of St Gabriel's by the EOTC, with the payment of a current rent or hire charge, with the purchase at a cost of £175,000 subject to survey, with parties proceeding to a formal agreement when "mutually ready". It is assumed that this is referring to the issue of a faculty. There is nothing within that agreement which causes any concern, and I am confident that it will have been carefully drafted by diocesan legal officers/ external advisors. Similarly, the proposed hire agreement contains legally enforceable mutual obligations and presents no problem. Because (as I understand) the EOTC is currently occupying and using St

Gabriel's, it is reasonable to assume that they do so on the basis of the terms of the hire agreement, which will operate until any purchase is completed.

The letters of objection

6. These have not been uploaded to the OFS, but were provided to me in a separate email by Dr Roberts on behalf of the Registrar. I can summarise them as follows.

7. **Mr Paul Lalley** is a local resident and he and his family had worshipped at St Gabriel's throughout his life. His family have felt cut off, and lost access to the community church which they knew and loved when it was "closed". He regarded the church as not being "properly closed". His wife **Teresa Lalley** also criticised the process and asked for the faculty to be refused.

8. **Ms Debbie Mullings** is also a local resident who had been a long time worshipping member of the congregation, and a PCC member. She explained that the majority of the congregation have not moved over to the sister church at St Cleopas, and she was critical of the transparency of the process, regarding the closure as "disputed" with representations still being made to the diocese. She had no objection to other congregations using the church space alongside the Anglican congregation.

9. **Mr Louis Dyer** lives locally, and his family had been attending St Gabriel's for many generations. He regards the church as still the parish church until it is closed under the legal process of the "Pastoral Measure". A similar letter was provided by **Sarah Dyer**, who it is assumed is from the same household.

10. **Rachel Read**, another Dingle resident had attended the church since 1991, and provided a carefully structured argument as to why due process in relation to closure and the approval of a faculty for a hire agreement would circumvent that process. However, she accepted that there could be ecumenical use.

11. **Thea Cave** from Redburn Close in the Dingle, had been a congregation member, and she thought that the representation of the congregation moving to St Cleopas was misleading. She said that the church was not closed until due process under the Pastoral Measure had been followed.

12. **Joshua Read**, from Beeston in Nottingham, was a former congregation member who was highly critical of the process, the nature of the hire agreement in the absence of any provision for Anglican worship, and the lack of representation, and pointed out that a parish church could not be closed except through a pastoral scheme approved by the Church Commissioners under the Mission and Pastoral Measure 2011. A similar comprehensive critique in largely the same terms was provided by **Johnny Read** (presumably a relative of Joshua) still living in Liverpool 8.

13. **Mr Gary Seddon**, a missionary worker who had been supported by St Gabriel's over the years, but now living in Japan, provided a heartfelt plea on behalf of the congregation for the restoration of the use of the church as a worship, mission and community base, and sought the refusal of the faculty

14. I trust that I have fairly represented in summary form the views expressed by these individuals. I have read through the letters carefully and can understand the strength of feeling that the “schism” has generated. It is clear to me that the sentiments represent a substantial corpus of former St Gabriel’s congregation members who worshipped there for decades, and probably through family generations. St Gabriel’s had been synonymous, certainly for as far as I can remember, with lively family worship and missionary involvement in this diocese. For those who had grown up there and felt a close affinity with the building and the immediate surrounding neighbourhood, it must have felt like a body blow when a decision was made to vacate the building, and to form a combined parish church focus at St Cleopas. It is apparent that the decision to leave made by the then St Gabriel’s PCC was not unanimous, because reference is made in some of the correspondence to those who formerly served on the PCC.

15. Be that as it may, despite the strong representations against closure, and the granting of this faculty to allow a formal legal arrangement between the PCC and the diocese and the EOTC, there is no formal party opponent to the faculty petition, and this decision is made on the papers, albeit taking into account these objections.

Determination

16. However, it is important that there is a clear understanding as to the role of the Chancellor in the faculty jurisdiction, and the purpose for which this faculty is sought. I have no responsibility to direct or approve any process under the 2011 measure (or any successor legislation) nor do I have the authority to confirm or rule against the closure of a church. Policy decisions of this nature, are matters entirely for the diocese and ultimately the Church Commissioners. The legal ownership of ecclesiastical land and church buildings does not come within the purview of the Chancellor.

17. Instead, my role is to protect the heritage and the physical aspects of church buildings and external spaces, including churchyards. My powers and duties arise under the Faculty Jurisdiction Rules 2015 and involve the application of the Ecclesiastical Jurisdiction and Care of Churches Measure 1991 (including subsequent amendments). In considering whether or not to grant a faculty, I must have regard to the impact which that faculty will have on the archaeological, historic and aesthetic aspects of a church building, and to ensure that an appropriate balance is achieved between protecting the heritage and encouraging the mission of the church. It is axiomatic that the jurisdiction requires me to consider other matters that might be relevant to the process, and this might in some circumstances include support for any proposal, affordability, the future use of the church and sustainability.

19. In this case nothing has been drawn to my attention, nor is it reasonable to conclude that there might be anything in the proposal to hire out of the church which might impact on the heritage of the building, or provide a risk to the continued use of St Gabriel’s as a place of worship. Whether or not St Gabriel’s can be reintegrated into the community for Anglican worship, or is sold albeit to another Christian denomination for use as their church are not matters which I am required to take into account for the purposes of the grant of the faculty. All that the faculty will do is to enable the hire of the building to be placed on a proper legal footing.

20. I am conscious that those who have objected believe that this faculty is yet another nail in the coffin for St Gabriel’s as an Anglican church, and in that regard it is difficult not to have

sympathy. However, I cannot let such sympathy interfere with the proper considerations applicable to the faculty jurisdiction.

Conclusion

21. In all the circumstances, a faculty can issue for the PCC to enter into this hire agreement with the ETOC. I am not required to include the memorandum of understanding in any faculty process; it is an anticipatory document and not one which carries a legal status, and clearly any future contractual arrangement in relation to the future ownership of this church building will have to be in accordance with the appropriate ecclesiastical law measures.

**His Honour Judge Graham Wood KC
Chancellor of the Diocese of Liverpool
29th January 2026**