6. Unincorporated associations

Conceptual issues with property held for unincorporated associations.

Reading: *Hudson, section 4.3*

1) The various modes of interpretation

a) Invalid purpose trusts

b) Transfer to association’s officers as an accretion to funds, as part of contract law
   *Neville Estates Ltd. v. Madden* [1962] Ch. 832.
   **Re Recher’s Will Trust** [1972] Ch. 526.

c) Transfer to association’s officers subject to a mandate to use in accordance with club’s constitution
   **Conservative and Unionist Central Office v. Burrell** [1982] 1 W.L.R. 522 (transfer to the officers of the association subject to a mandate to use the property in accordance with the club’s constitution).

Analytical possibilities of transfers to unincorporated associations

Reading: *Hudson, section 4.3.3*

If there has been a transfer made for the benefit of an association and/or its members, then these are the analytical possibilities of that transfer. You should consider the facts of each transfer and decide which you consider to be the most appropriate analysis of the facts in front of you.

1. A transfer to the individual members of the association for their benefit – *Re Denley*
2. A transfer for present and future members of the association – *Leahy v Att Gen NSW*
3. A transfer to the trustees or other officers of the association to hold as an endowment – *Leahy; Re Grant’s WT*
4. A transfer to the existing members beneficially as an accretion to the association’s funds - *Re Recher*
5. A transfer to the officers with a mandate to use it for particular purposes - *Conservative Association v Burrell*, per Brightman LJ