

Baptist Trust Deeds.

(Concluded from page 176.)

Following the fusion in 1891 of the main bodies of General and Particular Baptists, a trust deed suitable to the whole denomination became desirable. At intervals, spread over several years, the matter was considered by the Baptist Union Council and specially appointed committees. Ultimately, at the 1902 Assembly, the Council reported

“That the Model Trust Deeds, after careful revision and submission to counsel, have now been issued and may be had of the Secretary. . . .

There are two deeds, viz :—(1) Baptist Union Corporation being Trustee (2) Certain Persons being Trustees.”

The following clauses dealing with the use of the buildings, with the ministry, and with the *cestui que* trust are important for our purpose :

UPON TRUST to permit the same to be used occupied and enjoyed as a place of Public Worship for the service of Almighty God by a Church of Protestant Dissenters consisting only of persons who hold the Deity of the Lord Jesus Christ and the sole authority of the Holy Scriptures and that interpretation of them usually called Evangelical and constituted as hereinafter mentioned and have made [and been baptised (that is to say immersed) upon]¹ a confession of faith in the Lord Jesus Christ.

AND UPON TRUST to permit to Officiate in the said Chapel and premises such stated Pastor or Pastors as the said Church shall in Special Church Meeting from time to time elect holding the Deity of the Lord Jesus Christ and the sole authority of the Holy Scriptures and that interpretation of them usually called Evangelical and having been immersed on a confession of faith in the Lord Jesus Christ and maintaining and practising the doctrine and rite of the Immersion of Believers and no other Baptism.

AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if at any time the membership of the said Church shall fall below twelve registered Members who have

¹ The words in square brackets to be omitted for “open membership” churches.

communed with the said Church at the Lord's Table within the previous six calendar months or in case the regular public Worship of God in the said Chapel and buildings shall be discontinued for the space of six calendar months then the Trustees shall stand possessed of the said land and premises upon trust for the Baptist Union of Great Britain and Ireland² and to be held or disposed of in such manner as the Council of the said Union shall direct.

This Baptist Union Model Trust Deed has been widely used, and has met with much appreciation. Its simplicity, which could hardly go further, makes a strong appeal. Calvinistic and Arminian issues are ignored; and matters of domestic concern, such as "open" or "close" communion and membership, are advisedly left to the judgement of the individual church. Since the deed was drawn up, however, Baptists have become a finely organised denomination. The days of rigid independency have gone. Churches in association have achieved much that was impossible previously. Privileges thus won have brought responsibilities which can only be discharged by continued fellowship with other churches. The Model Deed does nothing to secure this. In its widest form, if the minister has been immersed on a confession of faith, no other Baptist connection is necessary. There need be no Baptists among the officers nor in the membership, and the church need have no fellowship with other Baptist churches, nor in any way support the Union, the Missionary Society, or the local Association.

Until about thirty years ago, all Baptist property was held in the names of individual trustees. To-day the majority of new trusts are placed with the Baptist Union Corporation, Ltd., the London Baptist Property Board, Ltd., or a similar Trust Institution connected with one of the Country Associations, and, in increasing numbers, old trusts are being transferred to one of such bodies. Much could be said in praise of the loyalty with which succeeding generations of individual trustees have discharged their responsibilities, and, not infrequently, shouldered heavy financial and other burdens. Nevertheless, the disadvantages of the method far outweigh the advantages. Individual trustees inevitably die, and periodically a church is faced with the trouble and expense of new appointments. Moreover, it is easy to neglect the appointment of successors, and to allow the number of trustees to fall below the requirements of the trust deed. Again, examples are known of individual trustees who have removed from the district to the Middle West, New Zealand,

² The "Baptist Building Fund established in London 1824" is now inserted in the model form as an alternative beneficiary.

or elsewhere equally remote, and lost touch with their home church; others have left the denomination, or, developing fancy speculations, have ceased to be sympathetic; while some have neglected to take steps to prevent the misuse of property and its alienation from the denomination, or, by their refusal to accept financial responsibility, have hindered the erection of buildings needed for the extension of the work. A denominational Trust Corporation is a permanent body, officered by men who are chosen by the churches because of their Christian character and special fitness for leadership, and its appointment obviates the disadvantages enumerated above.

Reference could be made to other trust deeds which have come before the writer, such as one which contains the remarkable provision that, in the event of the dispersion of the Church, the trustees shall sell the property and divide the proceeds among the remnant of the congregation; or to the experiences of the London Association which, in connection with its fine object "the erection or purchase of at least one chapel in each year in the Metropolis or its suburbs," for over fifty years acted on a singular resolution passed in 1866, "That the terms of the trust deed of any chapel erected under the auspices of the Association shall be such *as are approved by the President* for the year in which the grant in aid is voted." Such references have an interest of their own; but perhaps enough has been written to indicate the historical developments by which the denomination has arrived at to-day's medley of trust deeds; and we may now examine the conditions which prevail in other Free Churches.

Congregationalists have been faced with problems almost similar to those of Baptists. Their early deeds were of the "open trust" variety; but about 150 years ago, mainly owing to the lapsing of Dissenting congregations into Arianism, and ultimately into Unitarianism, schedules containing doctrines which the minister was required to "hold, teach, preach and maintain" became general. These doctrinal schedules varied greatly, as the local church was unrestricted in its efforts to define its own theological predilections. Dr. Dale informs us that "a few enumerated a considerable number of elaborate theological articles, while others contained four or five brief statements of the central doctrines of the Evangelical Faith so framed as to allow considerable variety of theological opinion." The Congregational Union of England and Wales (Incorporated) now publishes a "Congregational Church Trust Deed" containing fifteen trust paragraphs and about the same number of sub-paragraphs. Either the Incorporated Union just mentioned, or an Incorporated County Union, or private individuals, can serve as trustees. Paragraphs 1, 2 and 8 concern our enquiry.

They provide that the trustees shall stand possessed of the premises upon trust

1. To permit the premises to be used occupied and enjoyed as a place for the public worship of God and for preaching the Gospel of the Lord Jesus Christ according to the principles and usages for the time being of the Congregational (sometimes called the Independent) Denomination practising infant-baptism under the direction of the Church and for the instruction of children and adults and for the promotion of such other religious or charitable purposes as the Church shall from time to time direct.
2. To permit to officiate on the premises as Minister such person or persons only as shall be of the Congregational Denomination and shall practise infant-baptism and (except in the case of the present Minister) shall be elected by special resolution of the Church. And no person shall be permitted to officiate as Minister on the premises who shall be guilty of immoral conduct or shall cease to be of the Congregational Denomination and to practise infant-baptism or be removed from his office by a special resolution of the church.
8. Notwithstanding anything hereinbefore contained if a Christian Church assembling on the premises shall not have been constituted
 Or the number of members of the Church entitled to vote at a Special Church meeting shall not reach ten
 Or the Church be dissolved or dispersed
 Or (unless the Church shall have removed to another locality) the regular worship of God on the premises is discontinued for six calendar months together
 Or the number of members of the Church entitled to vote at a special meeting shall be reduced to fifteen or under,

then the Trustees may in their uncontrolled discretion either let or mortgage or sell the premises or any part thereof and pay and apply the net proceeds of such letting mortgage or sale remaining after payment of all expenses for such religious purposes and in such manner as the Council or Executive Committee of the Congregational Union of the County in which the premises are situated shall direct in writing signed by the Secretary of that Union.

And if there shall be no such Council or Executive Committee in existence or if it shall fail so to signify its

directions within six months after being requested so to do in writing by the Trustees then as shall in like manner be directed by the Council of the Congregational Union of England and Wales.

It will be observed that in one or two instances this Model Deed differs materially from that of the Baptist Union. Perhaps the most important differences are (1) that the church must be carried on "according to the principles and usages for the time being of the Congregational Denomination," which, from the denominational standpoint, appears much stronger than the "Church of Protestant Dissenters" mentioned in the Baptist deed, and (2) that the County Union takes precedence of the Congregational Union in directing the application of the proceeds of sale.

The early trust deed history of the Presbyterian Church of England is similar to that of Baptists and Congregationalists and need not be repeated. The Model Trust Deed was drawn up in 1879, and revised slightly in 1907 and 1920. It is recommended by the General Assembly "for adoption by Congregations where the trusts of new places of worship have to be declared." Formerly it was the custom to appoint individual trustees; but, gradually they are being superseded by the Presbyterian Church of England Trust. Clauses 2, 3, 4, 5 and 9 illustrate the matters with which we are concerned.

2. AND UPON TRUST from time to time and at all times hereafter to permit and suffer the said Church to be used and occupied for a place of Religious Worship in connection with the General Assembly of the Presbyterian Church of England as the same is now constituted or as it may hereafter be constituted by association or union from time to time with any other body or associated bodies of Christians (which General Assembly is hereinafter referred to as the General Assembly) and to permit and suffer any other buildings to be erected as aforesaid to be used and occupied for purposes connected therewith and auxiliary thereto.
3. AND IT IS HEREBY DECLARED that the doctrines to be preached or taught in the said Church or in any School or Schools for religious or for secular and religious instruction in connection therewith shall be such as are agreeable to the body of Christian doctrine which is set forth in the following Standards of the Assembly of Divines convened at Westminster in the year 1643 (that is to say) the Confession of Faith and the Larger and Shorter Catechisms and which is briefly

expressed in the Twenty-Four Articles of the Faith adopted by the Synod of the Presbyterian Church of England held in 1890 with and subject to such (if any) interpretation modification or alteration of or in the said Standards and to such definition or explanation of what enters into or constitutes the body of Christian doctrines therein set forth as may from time to time be made by the General Assembly according to the constitution of the said Presbyterian Church of England for the time being PROVIDED that every such interpretation modification alteration definition or explanation shall be entered in the Minutes of General Assembly and signed by the Moderator and Clerk thereof.

4. AND IT IS HEREBY DECLARED that the worship to be observed and conducted in the said Church and the government and discipline of the Congregation from time to time belonging to the said Church and the ministrations and duties of the Ministers Elders Deacons or Managers and Members thereof shall be such as are consistent with the Presbyterian form of Church Government with and subject to such (if any) interpretation modification or alteration thereof as may from time to time be made by the General Assembly according to the constitution of the Presbyterian Church of England for the time being and also such as shall be consistent with and agreeable to such additional directions (if any) as may from time to time be prescribed or ordained by the General Assembly PROVIDED that any such interpretation modification alteration or additional directions shall be entered in the Minutes of General Assembly and signed by the Moderator and Clerk thereof.
5. AND IT IS HEREBY DECLARED that the Congregation consisting of Ministers Elders Deacons or Managers and Members shall be subject to the Judicatories of the Presbyterian Church of England and that the administration of the affairs of the Congregation in all respects shall be in accordance with such rules regulations and forms of procedure as are or may be approved and adopted from time to time by the General Assembly of the said Church.
9. AND IT IS HEREBY DECLARED that it shall be lawful for the Trustees at the request of the Deacons' Court or Managers as the case may be with the consent of the Presbytery to be signified in writing under the

hands of the Moderator and Clerk for the time being of the Presbytery at any time or times hereafter absolutely to sell and dispose of the whole or any part or parts of the said hereditaments and premises either altogether or in parcels and for such price or prices as they may be able to obtain and to assure the same to the purchaser or purchasers for all their estate and interest therein freed and absolutely discharged from the trusts of these presents and the Trustees shall apply the money which shall arise from every such sale in discharging all incumbrances and liabilities lawfully contracted or occasioned in execution of the trusts of these presents and subject thereto the surplus (if any) shall be applied by the Trustees for such religious purposes in connection with and within the bounds of the Presbytery as the Presbytery may direct in writing signed by the Moderator and Clerk thereof or the Trustees may pay the same to the Treasurer of the Presbytery for application by the Presbytery for the purposes and in manner aforesaid.

The trust in clause 2 "for a place of Religious Worship *in connection with* the General Assembly of the Presbyterian Church of England" is vitally different from anything in Baptist and Congregational deeds, which make no provision for affiliation to the Baptist and Congregational Unions respectively. It is also worthy of notice that the clause is so worded that, in the event of the future union or association of the General Assembly with other bodies of Christians, existing trust deeds would probably be unaffected. The other clauses place the control in questions of doctrine, government and organisation in the hands of the General Assembly or the local Presbytery, and thereby link the churches in closer bonds of fellowship than is possible for those of the independent persuasion.

"The people called Methodists," more generally known as the Wesleyan Methodist Church, are highly organised; and, in the 600 pages of *A Summary of Methodist Law and Discipline*, they have ample material to guide them in Methodistical paths. Under their connexional system of church government, the Yearly Conference is supreme in all matters. Properties may be vested in local trustees, or in an incorporated body known as "The Trustees for Wesleyan Methodist Chapel Purposes (Registered)." All properties are held

"Upon such and the same trusts, and to and for such and the same ends, intents and purposes, and with and subject to such and the same powers and provisions (in such manner

as if the same were herein repeated but made applicable to the said premises hereinbefore expressed to be hereby conveyed) as are expressed, declared and contained or referred to in and by [the 'Chapel Model Deed' of the 3rd of July 1832, enrolled in Chancery the 25th of July 1832]."

This "Chapel Model Deed" provides that the chapel is

"to be used, occupied and enjoyed, as and for a place of Religious Worship, by a congregation of Protestants, of the said people called Methodists, in the Connexion established by the said late John Wesley as aforesaid, and for public and other meetings and services, held according to the General Rules and Usage of the said people called Methodists."

The General Rules and Usage are later defined as

"the General Rules, Usage and Practice of the whole body of the said people called Methodists throughout Great Britain as the same General Rules, Usage and Practice respectively appear in and by the Annual Minutes of the said Conference, from time to time printed and published by them."

Among these General Rules is one which provides that no person shall

"be permitted to Preach or Expound God's Holy Word, or to perform any of the usual acts of Religious Worship . . . who shall maintain, promulgate, or teach, any Doctrine or Practice, contrary to what is contained in certain Notes on the New Testament, commonly reputed to be the Notes of the said John Wesley, and in the First Four Volumes of Sermons, commonly reputed to be written and published by him."

Meetings of the trustees of Methodist property must be held at least once every year and minutes kept. At the annual meeting of the trustees following the audit certain enquiries, eighteen in number, must be answered. These enquiries are suggestive; and it would be an advantage if the trustees of Baptist property likewise faced them once a year. By the courtesy of the Secretary of Conference, they are reprinted as an appendix to this article.

Certain conclusions and suggestions, which may not meet with general acceptance, appear to the writer to arise inevitably from this study.

1. The present variegation of Baptist trust deeds, which range from open trusts, through many doctrinal hues and shades, to hyper-Calvinism of the deepest dye, is thoroughly undesirable;

and, but for the good sense possessed by most Baptists, would be productive of much controversy.

2. The present Model Trust Deed is inadequate, and, from a denominational standpoint, weaker than the Model Trust Deeds of the other Free Churches. Nothing in it prevents a church from leaving an Association which may have contributed largely to its establishment; nor does it protect the denomination from the possibility that the local church may bring upon itself disrepute and a heritage of trouble, through unwisely inviting to its pastorate a theological experimentalist whose actual qualification may be nothing more than the possession of an engaging personality.

3. Unfailing gratitude to private trustees for long years of devoted and consecrated service notwithstanding, it is evident their day has past, and that greater service can be rendered by denominational Trust Corporations.

4. References to matters of domestic concern and individual taste—such as “open” or “close” communion and membership; junior membership; the method of electing deacons and other officers; and general questions of meetings and organisation—are out of place in trust deeds.

5. The new “Model Trust Deed” which is needed, should be enrolled, so that by a simple reference to it in the appropriate deed, it would be available (1) for new churches and (2) for churches at present held by deeds containing obsolete or unsatisfactory trusts, subject to their submitting to necessary legal formalities.

6. Such “Model Trust Deed” should provide *inter alia*: (1) that the church should accept the respective Constitutions of the Baptist Union and of the local Association in whose area it is situated, and be and remain in membership with both bodies; (2) that no one whose name does not appear in the accredited list of Baptist ministers and probationers should be invited to the pastorate, or remain in the pastorate, unless by permission of the local Association; (3) that questions affecting the continuance or giving up of the church should be referred to the local Association for decision and not left to a remnant of members who may have had nothing to do with the founding of the cause and done little to help it. The Yorkshire Association’s deed, which has been in use over forty years, is an excellent example drawn somewhat on these lines, and it should receive consideration from those to whom, sooner or later, will be entrusted the responsible task of drafting a deed commensurate with the present opportunities and responsibilities of the denomination.

APPENDIX.

INQUIRIES MADE ANNUALLY AT THE WESLEYAN METHODIST
TRUSTEES' MEETING FOLLOWING THE AUDIT.

- (i) Does this Trust require Renewal?
- (ii) Has the Trust been renewed recently? If so, have all the Resignations and the Documents containing the consent of the continuing Trustees to the nomination by the Superintendent Minister of only the number to be appointed, been placed in the Circuit Safe?
- (iii) If the Property is Leasehold, how long has the Lease to run? Have any steps been taken to acquire the Freehold, or to obtain a new Lease, or to insure against the expiration of the Lease?
- (iv) Is the Trust Property in good repair?
- (v) Is the Registration Certificate for Public Worship, and also the Certificate for the Solemnization of Marriages, deposited with the Deeds?
- (vi) Have the Trustees availed themselves of the Marriage Act, 1898? If so, has the Authorized Person been duly appointed? If he has removed or resigned, has notification been given to the General Register Office, Somerset House, Strand, W.C.2?
- (vii) Are the Buildings, Boilers, Fixtures, Furniture, Pew Rents and other Rentals, if any, adequately insured against fire? What relation does the insurance bear to the value of the Property, or to the cost of re-instatement?
- (viii) Have the Insurance Premiums for the current year been duly paid?
- (ix) Are the Caretaker, and any other person employed on the Premises, casually or otherwise, insured under the Employers' Liability Act?
- (x) Have the Trustees insured against Liability for Accidents to Scholars and third parties (Property Owners' Liability)? If so, in what office?
- (xi) Are there any Rights-of-Way or Rights-of-Light, etc. to be preserved? If so, are the Trustees protected either by an Agreement, or by an annual Payment? Should steps be taken to prevent the enjoyment or acquisition of such Rights over the Trust Property?

(xii) Have the Deeds been duly examined by the Superintendent and the Circuit Chapel Secretary, and are they in the Circuit Safe? Are all old Minute Books of the Trust also deposited there?

(xiii) Is there any Income arising from Rents or Investments in respect of which Income Tax has been paid or deducted? If so, has the Tax been reclaimed?

(xiv) Has the Bank Book been examined in connexion with the Audit of Accounts, and have the cancelled Securities for any debt paid off during the year been produced?

(xv) Has any new Liability been incurred during the year, either on Capital or Current Account? If so, has a Note-of-Hand, or any other Security, been given with the consent of the Trustees' Meeting?

(xvi) Is suitable provision made for the safe custody of the Baptismal Register, the old Minute Books of the Leaders' Meetings, and all other completed Books relating to the Trust or Society?

(xvii) Has any Legal Document connected with the Trust been executed during the year? If so, has the Draft been duly submitted to the General Chapel Committee?

(xviii) Is the Trust entitled to benefit from any Charitable Bequest? If so, how is the Principal invested? What is the Income for the year, and how is it to be applied?

SEYMOUR J. PRICE.