

**Reprint  
as at 11 August 1885**



## **Congregational Union Incorporation Act 1885**

Private Act      1885 No 2  
Date of assent    10 August 1885  
Commencement    10 August 1885

### **Contents**

	Page
Title	1
Preamble	
1 Short Title	2
2 Interpretation of the word church	2
3 Union incorporated	2
4 Trustees of lands, etc, held on trust for Independents or Congregationalists empowered to convey to the Union	3
5 No such conveyance to be made until consent and direction of majority of church members obtained	3
6 Members entitled to vote	4
7 Who to be chairman of meeting	4
<b>Schedule A</b>	5
<b>Schedule B</b>	6
<b>Schedule C</b>	7

### **An Act to incorporate the Congregational Union of New Zealand**

---

**Note**

Changes authorised by subpart 2 of Part 2 of the Legislation Act 2012 have been made in this official reprint.  
Note 4 at the end of this reprint provides a list of the amendments incorporated.

## Preamble

Whereas certain persons, being members of a religious body or denomination called Congregationalists or Independents, in the Colony of New Zealand, and holding as their general tenets the doctrines set forth in Schedule A, have formed an association called The Congregational Union of New Zealand, the constitution of which is set forth and described in Schedule B:

And whereas certain lands and buildings in connection with the various churches of the said denomination are vested in trustees upon certain trusts, but such trusts are not in all cases the same:

And whereas it is expedient that the said Union should be incorporated, and that all the lands and buildings in connection with the various churches of the said denomination should be held upon the same trusts.

### 1 Short Title

The Short Title of this Act is the Congregational Union Incorporation Act 1885.

### 2 Interpretation of the word church

In this Act the word **church** shall mean the persons for the time being united together in fellowship forming a Christian church of the Congregational or Independent denomination, and called church members; and throughout this Act the said word church refers to the churches severally in different localities who may seek to take advantage of this Act for the purpose of conveying or transferring their lands or buildings to the body corporate hereinafter mentioned.

### 3 Union incorporated

All persons who are or may become members of the religious body or denomination of Congregationalists or Independents, and who compose the association called The Congregational Union of New Zealand, from henceforth shall be a body corporate by the name of The Congregational Union of New Zealand, and shall have perpetual succession and a common seal, and under that name may sue and be sued, prosecute and defend, and take all other proceedings in all courts, civil and criminal, within the said colony, and it shall be lawful for the said body corporate to make bylaws and such alterations in the constitution of the said body corporate as may be found from time to time necessary, and it shall be further lawful for the said body corporate to take, purchase, receive, hold, and enjoy real and personal property of any description whatsoever, and also to sell, grant, convey, demise, or otherwise dispose of, either absolutely or by way of mortgage, any of the property, real or personal, belonging to the said body corporate, and generally to exercise, subject to the provisions of this Act, all powers incident to a body corporate; and the executive committee for the time being of the said association shall have the custody and use of

the common seal of the said body corporate, and a majority of the members of such committee present at any meeting shall have power to use or direct the use of such seal for all purposes for which the use of such seal is required.

**4 Trustees of lands, etc, held on trust for Independents or Congregationalists empowered to convey to the Union**

All persons who now hold or in whom are vested lands or buildings within the said colony as trustees in trust for the said body or denomination called Independents or Congregationalists, or for any church connected therewith, under any deed or deeds, may, subject to the proviso hereinafter contained, convey or transfer the same to the said body corporate, and the same shall thereafter be held by the said body corporate under and subject to the trusts set forth and specified in Schedule C, and the trusts under which such lands or buildings had been theretofore held shall thereupon cease and determine.

And it is further enacted that if any of the said trustees should at the time of the execution of such conveyances be absent from the said colony, then any of his or her co-trustees may act as his or her attorney and sign and execute any such conveyance for every such trustee so absent from the colony as aforesaid, and such signature and execution shall have the same effect as if the conveyance was signed and executed by the trustee so absent from the colony as aforesaid.

**5 No such conveyance to be made until consent and direction of majority of church members obtained**

Provided that such trustees shall not make any such conveyance as aforesaid to the said body corporate until they have first obtained the consent and direction of the majority of the church members in trust for whom such lands are held, present at a meeting duly convened as hereinafter mentioned for that object, and such meeting shall be called by a notice of the object of such meeting, together with the day, hour, and place of holding such meeting, which notice shall be signed by the pastor for the time being, or in case of his or her neglect for 14 days, or absolute refusal after request in writing made by 5 members of the church, or in case of there being no pastor, then by the same number of members, and be posted on the door of the church building used for public worship on or in connection with the said lands on at least 2 successive Sundays immediately preceding the day on which such meeting shall be appointed to take place, and shall, if practicable, be read during some part of each of the public services held on the same 2 Sundays in such church building, and that no direction or consent shall be considered to have been given until such meeting shall have been called in the way prescribed, and the majority of the church members present and voting at such meeting shall have passed a resolution directing such conveyance to be made.

**6 Members entitled to vote**

Only the members present at any such meeting of the age of 21 years and upwards shall be allowed to vote, and no person who shall have been admitted as an occasional communicant or who shall not have been a member of the church and shall not have been so inscribed on the church books for the space of 3 calendar months immediately prior to such meeting, shall be entitled to vote or take any part in any of the church matters aforesaid.

**7 Who to be chairman of meeting**

The chairman of every such meeting as aforesaid shall be the pastor of the church, or in case of his or her refusal, absence, or incapacity, or of there being no pastor, then a person chosen by the major part of the members present at the meeting, and the chairman of such meeting shall have a deliberative vote, and in case of an equality of votes on any question, shall have a casting vote.

## Schedule A

- 1 The existence of one only God—Father, Son, and Holy Spirit.
- 2 The incarnation of the Divine Word as our Lord and Saviour Jesus Christ, Son of God and Son of man, His sufferings and death as a propitiation for the sins of the world, and the salvation by grace through faith of all who believe in Him.
- 3 The necessity of the influence of the Holy Spirit for the renewal of man to life and holiness.
- 4 The moral responsibility of man and the unlimited nature of the invitations of the Gospel.
- 5 The divine inspiration of Holy Scripture contained in the Old and New Testaments.
- 6 The life to come, with its rewards and retributions.
- 7 The exclusive right of every church to manage its own affairs.
- 8 The baptism of infants and of adults who were not baptised in infancy.
- 9 The celebration of the Lord's Supper, according to His command.
- 10 The apostolic institution in the churches of 2 offices for their spiritual oversight and the administration of their temporal affairs—namely, that of presbyters or bishops, and that of deacons.
- 11 The acceptance of the aforesaid articles under the following rules of interpretation, the first 3 of which are contained in the preliminary notes of the Declaration of the Faith, Church Order, and Discipline of the Congregationalists or Independents, adopted at the annual meeting of the Congregational Union of England and Wales, May 1833, viz:
  - (a) it is not designed in the aforesaid articles to present a scholastic or critical confession of faith:
  - (b) it is not intended that it should be put forth with any authority, or as a standard to which assent should be required:
  - (c) the disallowance of the utility of creeds and articles of religion as a bond of union, and the rejection of subscription to any human formularies as a term of communion:
  - (d) the aforesaid articles are to be construed as expressing not the full creed of Congregationalists, but simply as supplying safeguards for the preservation of church property to the Congregational body.

### Schedule B

- 1 The Council shall consist of Congregational ministers and members of Congregational Churches.
- 2 Each of the associated churches shall be represented by its pastor and by delegates, according to the following scale: for 50 members or under, 1 delegate, and an additional delegate for every 50 or fraction of 50 members after the first 50.
- 3 Churches shall be received into the Union at any annual meeting, by vote of the Council.
- 4 The Council shall have the power of admitting by vote as members other recognised Congregational ministers than the pastors of the associated churches.
- 5 The Council shall meet once in every year, according to appointment at the previous annual meeting. Other meetings of the Council may be held if the executive committee consider it necessary, or if a requisition for the same, signed by any 10 delegates, and stating the object and place of such meeting, be given in writing to the secretary at least 1 month beforehand.
- 6 At each annual meeting a chairman, treasurer, registrar, and a secretary shall be chosen. The chairman shall begin to hold office at the next annual meeting.
- 7 At each annual meeting the Council shall also choose from amongst themselves or any of the members of the associated churches an executive committee consisting of 20 members (exclusive of the chairman, treasurer, registrar, and secretary, who shall be members *ex officio*); which executive committee shall make all arrangements for the meetings of Council, present an annual report, and further attend to all matters referred to it by the Council.
- 8 All elections shall be by ballot.
- 9 Each of the associated churches shall make an annual contribution to the funds of the Union.
- 10 The Constitution of this Union shall not be subject to any alteration or addition except at the annual meeting of the Council, and after 2 full calendar months' notice given to the secretary.

### Schedule C

- 1 Upon trust, to permit the church to erect on the land a church building, vestry, schoolhouse, parsonage, offices, and other buildings, with all necessary appendages, in such form and at such period or periods as they may think proper and direct.
- 2 Upon trust, to permit the said lands and premises to be used, occupied, and enjoyed as a place for the public worship of God according to the usages of the denomination commonly called Congregationalists or Independents, under the direction of the church for the time being assembled for worship therein, and for the instruction of children and adults, and for the promotion of such other religious or philanthropic purposes, or for the residence of the pastor or other such persons, as the said church shall from time to time direct. And under the direction of the said church to permit the said premises to be repaired, altered, enlarged, taken down and wholly or partially rebuilt, or any other buildings to be erected on the said ground, so as to render the said premises better adapted for the accomplishment of the purposes aforesaid.
- 3 And upon trust, to permit the persons appointed for that purpose by the said church to receive all moneys and subscriptions given or paid for the use of pews and sittings, or otherwise contributed for the purposes aforesaid, which moneys and subscriptions shall in the first place be applied in the discharge of all interest on borrowed moneys, premiums for insurance against fire, expenses of the said body corporate as trustees, and other claims properly payable thereout, and the residue thereof shall be applied for the maintenance of Divine worship in the said premises, and other the purposes of these presents, as the said church shall from time to time direct.
- 4 And upon trust, to permit such persons only to officiate in the said premises as stated pastors as shall be of the denomination aforesaid, and shall hold the doctrines set forth in Schedule A, and shall (except as to the present pastor) have been chosen by the said church. And shall not permit to officiate in the said premises as a stated pastor any person who shall be guilty of immoral conduct, or who shall cease to be of the denomination aforesaid, or who shall cease to hold the said doctrines, or who shall have been removed from his or her office by the said church.
- 5 And upon trust, to permit such occasional ministers or other persons to officiate in the said premises as the stated pastor shall appoint, or, if there be no pastor, as the deacons or deacon thereof shall (unless the said church shall otherwise direct) appoint.
- 6 And upon trust, to raise such sum or sums of money when and on such terms as shall be directed by the said church by deposit of the title deeds or by mortgage (with or without powers of or trusts for sale) of the said premises or any part thereof, and to execute all proper assurances for that purpose.

- 7 And when, and in such manner, and on such terms and subject to such conditions as to title or otherwise as shall be directed by the said church, absolutely to sell the said premises or any part thereof, either together or in parcels, by public auction or private contract, or partly in each mode; or to exchange the said premises or any part thereof for other premises, and in the said respective cases to assure the same accordingly.
- 8 And upon trust, to stand possessed of the money which from time to time shall be received on any sale, mortgage, or exchange made in pursuance of these presents upon trust, after making provision for the payment of all charges upon the trust estate and of the expenses incurred by the said body corporate, to invest, lay out, or dispose of the same in such manner and for such purposes, for the benefit of the said church and in accordance with the tenor of these presents in the improvement of the trust property and enlargement, repair, or building of the trust premises, and the purchase of other property or properties, or any of them or otherwise, as shall be directed by the said church.
- 9 And upon trust, to demise the said trust estate, or any part or parts thereof, for such period, at such rent, and upon such terms and conditions as shall be directed by the said church, and that the rent, and other money arising therefrom shall be applicable in the manner prescribed by clause 3 with respect to the money therein mentioned, and that the reversion of the trust estate shall be subject to all the powers of sale, mortgage and exchange, and the directions and trusts relating thereto, as hereinbefore or hereinafter contained.
- 10 Provided always that a receipt under the seal of the said body corporate and signed by 2 members of the executive committee of the said body corporate for any mortgage, sale, exchange, rent, or other moneys payable in respect of the said trust premises, shall exonerate the persons taking the same from all liability to see to the application thereof, and that it shall not be incumbent on any mortgagee, purchaser, or tenant of the said premises, or any part thereof, or on any person taking the same in exchange, to inquire into the necessity or propriety of any such mortgage, sale, letting, or exchange, or its authorisation by these presents.
- 11 Provided also that (in addition to and without prejudice to the power hereinbefore contained) in case the said corporate body shall be required to pay any money for which it shall be liable in relation to the trusts in this schedule contained, and the same shall not be duly provided by the said church, or otherwise than by such corporate body, it shall be lawful for the said corporate body, without the consent or direction of the said church or any member thereof, after the expiration of 6 calendar months' written notice from the secretary of the said body corporate, duly authorised in that behalf, requiring payment of such money, and stating the intention of the said corporate body, in case of default, to mortgage or sell the the said premises as hereinafter mentioned, given to the then pastor for the time being of the said church, if there shall be such pastor, and to the deacon, if there shall be 1 and only 1, or if there shall be more than 1

deacon, to at least 2 deacons for the time being of the said church, or if there shall be no such deacon or deacons to at least 2 members of the committee or other body for the time being (if any) appointed by the said church to act instead of deacons, and also affixed to the doors of the said church building on 3 successive Sundays, to mortgage or sell all or any part of the said trust premises when and in such a manner in all respects as the said corporate body shall think proper, and out of the proceeds thereof to pay all expenses of and incident to such mortgage or sale, and fully to reimburse and indemnify the said corporate body so liable, and then to dispose of the net residue thereof (if any) in such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule A) as are provided in clause 3 of this schedule. And it is hereby declared that it shall not be incumbent on any mortgagee or purchaser whose title shall be founded on this clause to inquire into the necessity for or propriety of any such mortgage or sale, or as to the fact of such notice having been given aforesaid.

- 12 That every assembly or church meeting to be hereafter convened for directing or fulfilling any of the purposes mentioned in clauses 6 to 11 inclusive shall be called by a notice of the object of such meeting, together with the day, hour, and place of holding such meeting; which notice shall be signed by the pastor for the time being, or in case of his or her neglect for 14 days, or absolute refusal after request in writing, made by 5 members of the church, or, in case of there being no pastor, then by the same number of members, and be posted on the door of the church building on at least 2 successive Sundays immediately preceding the day on which such meeting shall be appointed to take place, and shall, if practicable, be read during some part of each of the public services held on the same 2 Sundays on the trust premises. And that no direction shall be considered to have been given until such meeting shall have been called in the way prescribed, and the majority of the church members present and voting at such meeting shall have passed a vote or votes in accordance with the proposed object, and presented a request in writing, under the signature of the chairman of the meeting so held, to the said body corporate.
- 13 That only the members present at any such meeting of the age of 21 years and upwards shall be allowed to vote, and that no person who shall have been admitted as an occasional communicant, or who shall not have been a member of the church and shall not have been so inscribed on the church books for the space of 3 calendar months immediately prior to such meeting, shall be entitled to vote or take any part in any of the matters referred to in the preceding clause.
- 14 That the chairman of every such meeting as aforesaid shall be the pastor of the church, or in case of his or her refusal, absence, or incapacity, or of there being no pastor, then a person chosen by the major part of the members present at the meeting; and that the chairman of such meeting shall have a deliberate vote, and in case of an equality of votes on any question, shall have a casting vote.

- 15 A statutory declaration by the chairman of any such meeting as aforesaid shall be conclusive evidence that the required majority of the church have given their consent to any matter hereinbefore referred to as requiring such consent as aforesaid.
- 16 That the administration of the affairs of the said church shall not, except as herein specially directed, be in any manner affected.
- 17 Provided also that if at the time of the execution of the conveyance of the land to the said body corporate, or at any time thereafter, there shall be no such church as aforesaid formed or established in the district where such land is situate, the said body corporate shall, until such church be formed or established as aforesaid, have power and authority to perform and do all things necessary for the carrying out of the trusts aforesaid, as fully and effectually to all intents and purposes as if such church existed and consented thereto or directed the same to be done and performed.
- 18 Provided also that if no such church be formed within 5 years from the date hereof, or if the said church shall be dissolved or dispersed and not be again formed within 6 calendar months next thereafter, or if the stated public worship of God in the said premises shall be discontinued for 2 years together, then and in either of the said cases, upon trust in the discretion of the said body corporate, to let, sell, or otherwise dispose of the said premises or any part thereof, and to deal with the net moneys received for or in respect of the same in such manner and for such religious purposes (not tending to the promulgation of doctrines inconsistent with those set forth in Schedule A) as shall be directed by the said body corporate.

## **Reprints notes**

### **1    *General***

This is a reprint of the Congregational Union Incorporation Act 1885 that incorporates all the amendments to that Act as at the date of the last amendment to it.

### **2    *Legal status***

Reprints are presumed to correctly state, as at the date of the reprint, the law enacted by the principal enactment and by any amendments to that enactment. Section 18 of the Legislation Act 2012 provides that this reprint, published in electronic form, has the status of an official version under section 17 of that Act. A printed version of the reprint produced directly from this official electronic version also has official status.

### **3    *Editorial and format changes***

Editorial and format changes to reprints are made using the powers under sections 24 to 26 of the Legislation Act 2012. See also <http://www.pco.parliament.govt.nz/editorial-conventions/>.

### **4    *Amendments incorporated in this reprint***