

THE ACT OF INCORPORATION

Amended: 15 June 1989 5 (2)

25 November 1993 8A (1) and (2)

No. 76

BILL

1968

An Act to Incorporate Acadia Divinity College

Whereas Chapter 112 of the Acts of 1966 provided that the Governors of Acadia University and the Executive of the United Baptist Convention of the Atlantic Provinces should consider the status of the School of Theology of Acadia University;

And whereas the said parties have agreed to the establishment of Acadia Divinity College in accordance with the provisions of this Act.

Be it enacted by the Governors and Assembly as follows:

- 1** In this Act:
 - a. "Board" means the Board of Trustees of the College;
 - b. "College" means Acadia Divinity College;
 - c. "Convention" means the United Baptist Convention of Atlantic Provinces;
 - d. "Governors" means Governors of Acadia University;
 - e. "Principal" means Principal of the College;
 - f. "Property" includes all property both real and personal;
 - g. "Senate" means Senate of the College;
 - h. "University" means Acadia University.

- 2**
 1. The Board is created by a body corporate under the name of "Acadia Divinity College."

 2. The members of the Board shall consist of those persons holding from time to time the offices of President of the University, the Principal of the College and the General Secretary of the Convention, together with fifteen other members as follows:
 - Rev. John William Bartol
 - Rev. Howard Sterns Hartlin
 - Rev. Ross Archibald Howard

Dr. Abner James Langley
Mr. Earl Stanley Morrison
Mr. Stephen Schurman Steeves
Dr. Harold Logan Mitton
Rev. Robert Courtland Berry
Rev. Keith Rupert Hobson
Dr. William Angus Jenkins
Rev. George Laidlaw McNeill
Mr. Norman Emil Peveril
Rev. Eugene Moyne Thompson
Dr. John Murray Armstrong
Dr. Athol Leith Roberts

The said fifteen members shall hold office until the first day of October, 1968.

3. Thereafter those Members of the Board, other than the President of the University, the Principal of the College and the General Secretary of the Convention, shall consist of twelve members appointed by the Convention and three members appointed by the Governors from those Governors who are appointed by the Convention.
 4. The first vacancies on the Board shall be filled by the appointment of:
 - a. four members by the Convention and one member by the Governors to serve for three years;
 - b. four members by the Convention and one member by the Governors to serve for two years; and,
 - c. four members by the Convention and one member by the Governors to serve for one year;
 5. Subject to subsection (4), members of the Board shall be appointed for a term of three years.
 6. Whenever a member of the Board ceases to hold office, the body that appointed the member shall appoint a person to fill the vacancy to serve for the balance of the former member's term of office.
- 3** The purpose of the College shall be to train ministers, missionaries and other religious workers of the Christian faith, particularly those of the Baptist denomination.
- 4** The Board shall be responsible to the United Baptist Convention of the Atlantic Provinces and shall report to the Convention at the annual meeting of the Convention.

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1. Subject to the provisions of this Act, the Board shall be responsible for the financing of the College and the government, conduct, management and control of the College, and all property, revenues, business and affairs of the College shall be vested in the Board and the Board shall have all powers necessary to perform its duties and achieve the objects and purposes of the College, including, without restricting the generality of the foregoing, power
 - a. to appoint and remove the Principal, professors and other members of the teaching staff and all other officers, agents and servants to the College;
 - b. to fix the numbers, duties, salaries and other emoluments of all officers, agents and servants of the College;
 - c. to appoint an executive committee and such other committees as it may deem advisable and delegate to any such committee any of its powers;
 - d. to borrow money for purposes of the College and give security therefor on such terms and in such amounts as it may deem advisable;
 - e. to make by-laws and regulations for the conduct of its affairs and to determine a quorum for meetings of the Board or any committees thereof and the manner and time for calling such meetings.
2. For greater certainty, any power which the Board may have with respect to the investment of its endowment funds includes the power to invest in bonds of or guaranteed by a province of Canada.

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1. The Board shall appoint a Senate for the College consisting of nine members, including:
 - a. at least three members of the Board;
 - b. the Principal and two other members of the faculty nominated by the faculty; and
 - c. two members of churches within the United Baptist Convention of the Atlantic Provinces, nominated by the ballot of graduates and former students in theology and divinity of Acadia University or the College.
2. Where any member of the Senate nominated pursuant to clause (b) or (c) of subsection (1) ceases to hold office, the Board may fill the vacancy until such time as a new nomination has been received and acted upon by the Board.
3. The members of the Senate shall hold office for a term of three years.
4. The Principal shall be Chairman of the Senate.

5. Subject to the provisions of this Act, the Senate shall decide all matters pertaining to the academic welfare of the College including courses of study, academic standards and the granting of degrees and diplomas and for such purposes may
 - a. enact by-law or rules for the regulation and conduct of its business or of any committee thereof, including the determination of any quorums necessary thereof; and
 - b. set up a committee for any matter or project into which it desires to inquire and delegate to such committee such powers as it considers necessary.

7 The senior administrative officer of the College shall be the Principal who shall be appointed by the Board after consultation with the full time members of the teaching staff of the College, the President of the University and the Executive of the United Baptist Convention of the Atlantic Provinces.

8 1. The College shall be affiliated with the University and may enter into agreements with the University concerning all matters within the objects, powers and rights of the College.

2. Subject to subsection (1), the College and the Governors are empowered to enter into, execute and carry out the Agreement set forth in the Schedule hereto and the Governors may make the payments and do the acts and things therein provided. To that end the Governors:
 - a. may use and appropriate funds from the general unrestricted revenues of the University to the extent and in the manner set out in clause (b) of paragraph 8 of the said Agreement;
 - b. may use and appropriate funds impressed with a specific trust for a theological purpose to the extent and in the manner set out in clause (a) and paragraph 8 of the said Agreement; and
 - c. may not use and appropriate funds impressed with a specific trust for a non-theological purpose.

9 All property granted, conveyed, devised or bequeathed to or to any person in trust for or for the benefit of the College or of any faculty, school or department thereof or otherwise in connection therewith, subject to any trust affecting the same, shall be applied to the objects and purposes of the College.

10 The College shall have power to lease, purchase or otherwise acquire, take or receive by deed, gift, bequest or devise and to hold, possess and enjoy any estate or property whatsoever and may grant, convey, mortgage, lease or otherwise dispose of the same or any part thereof or any interest therein from time to time as occasion may require and to acquire any other estate or property in addition to or in place thereof.

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1. The College shall have authority to confer degrees in theology and divinity and to grant certificates and diplomas or may require that its students meet the academic standards of the Senate of the University for degrees in theology and divinity; and for such purposes may enter into an agreement with the University for degrees in theology and divinity, to be granted by the University upon successful completion of the required academic courses by students of the College.
2. Notwithstanding the provisions of subsection (1), the College shall not exercise its authority to confer degrees during the currency of any agreement with the University, in which the College agrees that any such degree shall be granted by the University.

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This Act may be cited as the Acadia Divinity College Act, 1968.

SCHEDULE

THIS AGREEMENT made in duplicate this 14th day of May, A.D., 1968;

BETWEEN:

GOVERNORS OF ACADIA UNIVERSITY, a body corporate, having its head office at Wolfville, in the County of Kings, Province of Nova Scotia, hereinafter called "the University"

OF THE ONE PART

- and -

ACADIA DIVINITY COLLEGE, a body corporate, having its head office at Wolfville, in the County of Kings, Province of Nova Scotia, hereinafter called "the College"

OF THE OTHER PART

WHEREAS the College proposes to conduct a School of Theology at Wolfville, in the County of Kings, in affiliation with the University;

AND WHEREAS the University has agreed to provide financial and other aid to the College to assist in the establishment and operation of the College;

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual promises and agreements herein contained to be by them observed, performed and paid, the parties hereto agree with each other as follows:

ESTABLISHMENT OF DIVINITY SCHOOL

- 1** The College shall forthwith establish a School of Theology on the University campus at Wolfville as of June 1, 1968, to be an affiliated College of the University and will assume and carry on the work and academic training previously carried on by the School of Theology of the University, including, without restricting the generality of the foregoing, the training of ministers, missionaries and other religious workers of the Christian faith, particularly those of the Baptist denomination.
- 2** The University will lease the present Divinity school, including furnishings and equipment, to the College and will provide heat, light, hot and cold water and service and maintain the same for a period not to exceed five (5) years from the date hereof at the charge of Forty-five Hundred Dollars (\$4,500.00) per annum.

3 The College will erect on the University campus a suitable building to house the School of Theology within five (5) years from the date hereof.

4 The University will, within five (5) years from the date hereof, lease for the sum of One Dollar (\$1.00) to the College a sufficient land area within the limits of the University property at Wolfville for the erection thereon of a Divinity College Building to be located reasonably approximate to those facilities of the University to be used by the staff and students of the College. The lease shall be for a period of ninety-nine (99) years and subject to reversion of the land in the event that the College ceases operations at Wolfville.

5 The College will submit all plans pertaining to erection, alternation, development or change of the proposed Divinity College Building to the University for approval.

6 The College will not erect the Divinity College Building or make any structural changes or further developments of the buildings or property without the approval of the University.

FINANCIAL ASSISTANCE

7 The College shall be responsible for all financing necessary for the establishment, maintenance and operation of the School of Theology.

8 Effective June 1st, 1968, and subject to adjustment as of that date, and so long thereafter as the College is engaged primarily in theological education at the University level and continues to conduct its operations on the University campus and continues to be affiliated with the University pursuant to the provisions of this Agreement, the University will credit the College with:

- a. All income from legacies, trusts and endowments for chairs, lectureships and theological education previously designated or directed for such purposes in the University or its School of Theology and any income from similar legacies and endowments received by the University for such purposes hereafter, it being understood that the total principal amount of such legacies and endowments as at May 31st, 1966, was approximately \$352,685.90, the same being more fully set out in the Appendix hereto, provided always that where such income is impressed with any trust for a particular designated purpose the College will use such income for such designated purpose and not otherwise.
- b. The income on a capital sum of \$600,000.00 to be credited on a monthly basis at the rate of the average income earned on the Endowment Funds of the University each year.

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1. Notwithstanding Section 8, at any time after the coming into force of this Section, the Governors may pay and transfer to the College any right, title and interest the Governors have in and to:
 - a. all legacies, trusts and endowments received by the University for the theological education, the total principal amount of such legacies and endowments having been as of the thirty-first day of December, 1992, in the approximate amount of six hundred and thirty thousand seven hundred and sixteen dollars, being the same legacies, trusts and endowments, the income from which is now payable to the College pursuant to clause (a) of Section 8, subject to any terms or trusts under which such legacies, trusts and endowments are being held by the University; and
 - b. a capital sum of six hundred thousand dollars, the income from which is now payable to the College pursuant to clause (b) of Section 8.
2. The College shall administer each legacy, trust or endowment and any money paid and transferred to it pursuant to subsection (1) in accordance with the terms of any trust with which the legacy, trust, endowment or money is impressed and any terms and conditions under which it was given to the University and may make such expenditures and exercise such powers as are necessary to enable the College to do so.

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The University will hold in trust for the College the total of the capital funds collected by or donated to the University for the purpose of erecting a Divinity College Building and interest accruing thereon, being the amount of \$74,242.99 as of May 31st, 1967, together with all accretions whether of capital or interest, for the purpose of the erection of the College building and the College agrees that the funds so credited shall only be applied to the cost of the erection and establishment of the new building as construction costs are incurred by the College.

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The University shall not be required to pay and the College shall not be entitled to receive any amounts pursuant to this Agreement and any payments due shall absolutely cease and determine in the event that the College discontinues its regular operations at Wolfville upon the campus of the University or moves away from such location, but nothing shall affect any amounts paid pursuant to this Agreement prior to such closing or moving.

UNIVERSITY FACILITIES

- 11** The University will heat, maintain and service the new College building and lands and the College shall be charged annually for such services an amount equal to the cost of providing such services on the basis of an equitable formula, including a consideration of the total square feet of floor space used by the College.
- 12**
1. The University will allow the students, members of the College faculty and employees of the College respectively the same rights and privileges and subject to the same regulations and restrictions as students and members of the teaching staff and other employees of the University enjoy with respect to the chapel, library, dormitories, common rooms, bookstore, dining facilities, sports facilities, parking lots, roads, walks and grounds and such other facilities of the University as are ordinarily available to staff and students.
 2. All full-time students of the College will pay the fees of the Students' Union of the University.
- 13**
1. The University will provide the services of the administrative offices of the University to the College, its faculty and its students consistent with normal general practices and policies of the University and the College shall pay monthly a proportional charge for such services on the basis of course registration in the College in relation to the total course registration in the University and the College. A similar arrangement shall obtain with regard to the services and recreational facilities of the Department of Physical Education.
 2. An adjustment will be made to reimburse the University or the College for the courses taken by University students in the College and for courses taken by College students in the University.
- 14** The University shall process all orders for books purchased by the College in the same manner as requests from other faculties and schools of the University and all such books shall become the property of the University but subject to the provisions of Paragraph 25 of this Agreement. The College shall pay such a proportion of the cost of operating the University library, including the salaries of the library staff and the cost of maintenance, as the number of course registrations in the College bears to the number of registrations in the University and the College. Notwithstanding the provisions of this paragraph, the College may maintain its own library separate and apart from the University library and books purchased for such College library pursuant to this paragraph provided that the property in such new books shall remain in the College.

STAFF

- 15** Subject to the provisions of this Agreement, the College shall be responsible for the administration, salaries, tenure, pensions, medical insurance and other benefits of the staff of the College.
- 16** The College will employ and guarantee all the rights and benefits of present tenured members of the staff of the Faculty of Theology of the University who are engaged as members of the full-time College staff and shall so conduct its management of the College that it will be enabled to compete on favourable terms for staff with other divinity colleges in Canada.
- 17** The University will continue as members of the teaching staff of its Faculty of Theology all persons who are members of the teaching staff at the date hereof as long as they remain on the teaching staff of the College provided:
 - a. that the salaries of such persons as members of the Faculty of Theology and as employees of the College shall be paid by the College while any such person is employed by the College; and
 - b. that where any member of the staff of the College is employed by the University to give courses in religious subjects in the Faculty of Theology, the University shall reimburse the College for such services according to the proportion that the time spent bears to the full-time duties of the staff member.
- 18** The Principal shall consult with the President of the University on academic qualifications before making any recommendation to the Board of Trustees of the College respecting staff appointments.
- 19** The Principal and members appointed to the faculty of the College after the date hereof shall require the approval of the Board of Governors of the University in order to become members of the University Faculty of Theology. The Principal, on confirmation of his appointment to the Faculty of Theology by the Board of Governors of the University, shall occupy the position of Dean and shall be a member of the Senate of the University.
- 20** The University and the College shall permit those Faculty members of the College who are also members of the Faculty of Theology of the University and all non-faculty personnel employed by the College to participate in the University Pension and Insurance Plans in the same manner and subject to the same conditions as persons employed by the University and the College shall contribute to the Plans for the benefit of its employees on the same basis as the University contributes to the Plans on behalf of its employees.

DEGREES

- 21** The University and the College through the Senates of the two institutions will determine the academic requirements to be fulfilled by students of theology in order to obtain degrees in theology and divinity from the University.
- 22** The University shall have the sole right to grant degrees in theology and divinity to students of the College and honorary degrees in theology and divinity during the currency of this Agreement upon the recommendation from time to time of the Senate of the College.
- 23** The College undertakes that it will not grant degrees in theology and divinity to students of the College and honorary degrees in theology and divinity during the currency of this Agreement provided that nothing herein contained shall prevent the College from granting certificates and diplomas.
- 24** The University will not carry on or offer training courses directed to the teaching of theology as an academic discipline during the currency of this Agreement without the approval of the College, provided that nothing herein contained shall prevent the University from offering general courses in religious studies for students regularly enrolled in the University and taking courses leading to University degrees other than theological degrees.

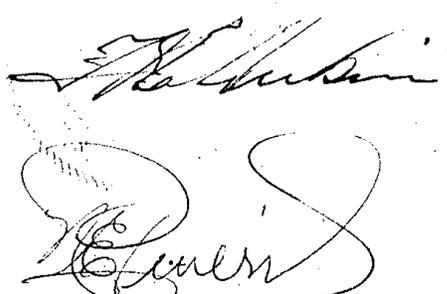
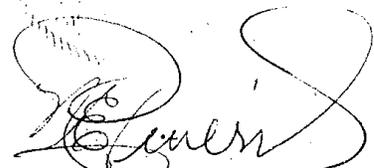
TERMINATION

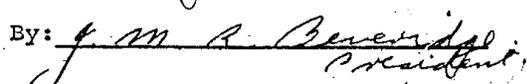
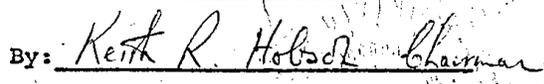
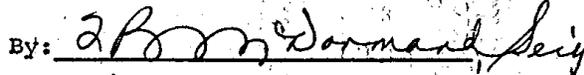
- 25** That in the event the College ceases to be affiliated with the University, or ceases to be engaged primarily in theological education at the university level in accordance with the terms of this agreement or that the United Baptist Convention of the Atlantic Provinces through the Board of Trustees of the College for any reason whatsoever decides to disengage itself from theological education at the university level or decides to transfer its operations to some other site off the University campus:
 - a. the College shall cease to have any right to use the College lands and all buildings thereon used by the College shall be the property of the University and all rights and privileges concerning any property granted by the University under this Agreement shall terminate; and

- b. the University shall pay to the College for any buildings erected by the College on the University campus or any furnishings, books or equipment purchased by the College, compensation based on the fair value to the University of such buildings, furnishings, books and equipment as determined by a Board or Arbitrators consisting of a University nominee and a College nominee and a Chairman selected by the said nominees less the amount applied to the cost of the erection and establishment of a new building pursuant to paragraph 9. This paragraph shall not apply to books purchased exclusively for the College library pursuant to Paragraph 14 hereof.

26 In the event that the College ceases to carry on the work and academic training previously carried on by the School of Theology, on the University Campus at Wolfville, the College agrees that it will not use or permit any other person or body associated with it, to use the name "Acadia Divinity College" or the word "Acadia" as the name or part of the name of any school, college, or training centre.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed under the hands of their officers duly authorized in this regard.

SIGNED, SEALED AND DELIVERED)
in the presence of:


Commissioner of the Supreme Court
of Nova Scotia

GOVERNORS OF ACADIA UNIVERSITY
By: 
By: 
ACADIA DIVINITY COLLEGE
By: 
By: 

APPENDIX
ACADIA UNIVERSITY
ENDOWMENT FUNDS IDENTIFIED
WITH THE SCHOOL OF THEOLOGY
SEPTEMBER 1, 1966

BURSARIES

Belyea, Samuel Robinson	\$30,030.00	
Brock, W.R., Memorial	1,000.00	
Carter, John & Wilbert, Memorial	200.00	
Currie, Eliza	4,000.00	
Curry, Edward R., Memorial	2,570.00	
Denton, Caswell H.	2,000.00	
Duval, Alice M.	1,402.12	
Ferguson, Harry H.	1,000.00	
Hayward, C.C.	7,500.00	
Headquarters, Eastern Command Memorial	475.00	
Hickman, Annie M.	49,134.40	
Home Mission Board	1,500.00	
Lewis-Read	2,500.00	
Lovett, John	1,000.00	
McDonald, Robert	2,000.00	
McLearn, Charles Spurgeon	4,000.00	
Nicholson, M. Evelyn	50.00	
Payzant, Godfrey P.	61,500.00	
Perkins, Emma Porter	7,500.00	
R.C.A.F. Protestant Chapel Bursary	2,500.00	
Saunders, Edward Manning Fund	18,000.00	
Simpson, Douglas H., Memorial	4,700.00	
Smith, Mrs. Jacob S.	1,320.00	
Sterling, Mrs. George	1,000.00	
Wallace, Lewis F.	2,000.00	
Welsh, John	424.38	\$209,305.90

LECTURESHIP

The Hayward Lectures	50,000.00	
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LIBRARY

Case, Shirley J., New Testament	1,000.00	
Harding, Theodore Seth, Theology	1,880.00	
Martell, Charles H., New Testament	500.00	3,380.00

PROFESSORSHIPS

Armstrong, Thomas J. (Church History)	30,000.00	
Payzant, Godfrey P. (Theology)	60,000.00	
Total		90,000.00

GRAND TOTAL		<u>\$352,685.90</u>
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