

Some comments about *The Anglican Communion Covenant*

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Christ the King 2010

In its October 2004 Windsor Report the Lambeth Commission on Communion recommended that the primates consider, and urged that the provinces of the Communion adopt, “a common Anglican Covenant which would make explicit and forceful the loyalty and bonds of affection which govern the relationships between the churches of the Communion.”¹

A ‘possible draft’ Covenant was appended to the Windsor Report. Subsequently three formal drafts were produced seriatim — the Nassau Draft, the St. Andrew’s Draft and the Riley-Cambridge Draft. Section Four of the latter met with substantial criticism and was revised. In December 2009 the Standing Committee of the Anglican Communion approved a final text of *The Anglican Communion Covenant* (hereinafter “the Covenant”) and distributed it for formal consideration for adoption by the Provinces of the Communion. The text can be accessed at <http://www.anglicancommunion.org/commission/covenant/final/text.cfm>.

Millions of words have been written and spoken by proponents and opponents of adoption of the Covenant. Many of those who have written to support or oppose adoption are experts in theology, ecclesiology or other relevant fields in which I neither possess nor claim any expertise.

Canon Alyson Barnett-Cowan, the Director for Faith Unity and Order at the Anglican Communion Office has recently cautioned “that for any Anglican or Episcopalian to be able to properly enter into a discussion about the Covenant it is vital that they first read it for themselves.”²

As one trained in the law (60 years a law student) and who has both written and interpreted documents that define relationships and prescribe processes for the resolution of differences my principal concerns are with the quality of the language of the Covenant and with the processes set out in Section Four for the maintenance of the covenant and dispute resolution.

I make my comments with the greatest respect for those who laboured and brought forth the several drafts. I count a number of them among my friends.

Is the Covenant written in language that meets the standards of a Church with a tradition of rich literature in its formularies? I will briefly illustrate my concern about the language of the Covenant by examining how the word “**faith**” is used therein.

It is noteworthy that word “**doctrine**” appears only once (4.1.2) while the word “**faith**” is used 27 times either alone or qualified. Some who claim to be “orthodox” Anglicans frequently refer to “the faith that was once for all entrusted to the saints” (Jude, v. 3, NRSV) or some variant thereof. What does “**faith**” mean in the Covenant?

¹ The Windsor Report, para. 118.

² <http://www.anglicancommunion.org/acns/news.cfm/2010/11/16/ACNS4750>.

The Introduction to the Covenant Text refers to “the **historic faith** we confess” and to “the Anglican expression of **Christian faith**” and says “Our **faith** embodies a coherent testimony to what we have received from God’s Word and the Church’s long-standing witness.”

By Section One of the Covenant, entitled *Our Inheritance of Faith*, each covenanting Church would affirm “the **catholic and apostolic faith** uniquely revealed in the Holy Scriptures and set forth in the catholic creeds” (1.1.2), “the Holy Scriptures . . . as being the rule and ultimate **standard of faith**” (1.1.3), and “the Nicene Creed as the sufficient statement of the **Christian faith.**” (1.1.4).³

By section 1.2.1 each covenanting Church would commit itself “to teach and act in continuity and consonance with Scripture and **the catholic and apostolic faith**, order and tradition, as received by the Churches of the Anglican Communion.”

Section Three of the Covenant is entitled *Our Unity and Common Life*. In it we find references to “the central role of bishops as guardians and teachers of **faith**” (3.1.3), “our shared **faith**”, “the **common faith** of the Church’s members”, “the **faith** and unity of the Communion” (3.1.4) and “the common standards of **faith**” (3.2.4).

And Section Four, *Our Covenanted Life Together*, refers to “**a common faith** and order” (4.1.1) and “**the Christian faith**” (4.1.2).

Are “faith”, “historic faith”, “Christian faith”, “catholic and apostolic faith”, “common faith”, “shared faith” and “faith . . . of the Communion” all synonymous and sufficiently stated in the Nicene creed?

As I mention below the Covenant purports to provide a process to address questions relating to the meaning of the Covenant. Will that include questions of interpretation of the Scriptures which Churches adopting the Covenant would reaffirm as being the rule and ultimate standard of faith?

Next I turn to my concerns about Section 4.2 which is headed *The Maintenance of the Covenant and Dispute Resolution*.

The word “Dispute” only appears in the heading and seems to encompass “questions”, “matters”, “matters at question”, “actions” and “decisions”, expressions that are used perhaps interchangeably but not necessarily synonymously in section 4.2

The operative section, 4.2.3, invokes a process only “When questions arise relating to the meaning of the Covenant,⁴ or about the compatibility of an action by a covenanting Church with the Covenant.” I will refer to the two categories as questions of interpretation and questions of compatibility.

³ The latter two were taken from the Lambeth Quadrilateral of 1888.

⁴ In a paper prepared by Katherine Grieb for the House of Bishops of The Episcopal Church in March 2007 Dr. Grieb said the Inter Anglican Theological and Doctrinal Commission had noted that a covenant is not self-interpreting; someone has to say what it means and how it is to be applied in a particular situation. <http://www.anglicancommunion.org/commission/covenant/docs/Presentation%20to%20ECUSA%20Bishops%20by%20Katharine%20Grieb.pdf>.

Section 4.2.3 says questions of either category “may be raised by a Church itself, another covenanting Church or the Instruments of Communion.” Note that Instruments is plural. May one Instrument raise question or must all four Instruments do so in concert?

What does the Covenant say about questions of interpretation? They may be raised and when raised it is the duty of each covenanting Church to “live out the commitments of section 3.2” which, abbreviated, are

- to have regard for the common good of the Communion
- to respect the constitutional autonomy of the Churches of the Communion
- to spend time in matters of theological debate and reflection, to listen, pray and study with one another
- to seek a shared mind with other Churches
- to act with diligence, care and caution in respect of any action which may provoke controversy
- in situations of conflict, to participate in mediated conversations
- to have in mind that our bonds of affection and the love of Christ compel us always to uphold the highest degree of communion possible

Assuming that a question of interpretation has been raised, that the covenanting Churches have lived out those commitments, and that the question has not been resolved, i.e that a shared mind has not been reached, what happens? Section 4.2.4 says the question shall be referred to the Standing Committee. The Covenant does not tell us who will make the reference or, for that matter, who will decide that a shared mind has not been reached.

With respect to questions of interpretation it must be noted that section 4.3 says the withdrawal of a Church from the Covenant may raise a question of interpretation (as well as one of compatibility, not with the Covenant, but with the principles incorporated within it).

But the Covenant does not provide for the resolution or answering of a question of interpretation in the absence of either a shared mind or an agreement facilitated by the Standing Committee. The Standing Committee may take advice to determine “a view on the nature of the matter at question” whatever those words mean. And although section 4.2.4 suggests the Standing Committee may refer a question of interpretation to the Anglican Consultative Council and the Primates’ Meeting for advice, section 4.2.6 does not authorize the Standing Committee to answer or make a declaration with respect to a question of interpretation although it may do so with respect to a question of compatibility.

The prescribed process is somewhat more complete with respect to questions of compatibility. When such a question is raised, again each covenanting Church has a duty to live out the commitments in section 3.2. If no shared mind is reached the matter is referred to the Standing Committee which attempts to facilitate an agreement. Failing agreement the Standing Committee, *when appropriate*, must refer the question to **both** the Anglican Consultative Council and the Primates’ Meeting for advice. If such a reference for advice is not appropriate that would seem to

be the end of the matter for the Standing Committee can only make a declaration under section 4.2.6 on the basis of such advice.

Section 4.2.6 says the Standing Committee, on the basis of advice received from the Council and the Meeting, may make a declaration that an action or decision is or would be incompatible with the Covenant. The language of sections 4.2.4 and 4.2.6 allow for such a declaration only if advice from both the Council and the Meeting provides a basis therefor.

Strangely, nothing in the whole of section 4.2 anticipates the possibility of the Standing Committee making a declaration that an action or decision **is compatible** with the Covenant.

A final concern. Much emphasis has been placed on section 4.1.3 of the Covenant the second sentence of which says, “Nothing in this Covenant of itself shall be deemed to alter any provision of the Constitution and Canons of any Church of the Communion, or to limit its autonomy of governance.” If a Church adopts the Covenant without qualification or reservation it might be argued that the Act of adoption does have the effect of altering the Church’s Constitution or limiting its autonomy. In my opinion any Church planning to adopt the Covenant should consider including in its Act of adoption a statement such as “The adoption of The Anglican Communion Covenant by this Church does not, and shall not be deemed to, alter any provision of the Church’s Constitution or Canons or limit its autonomy of governance.”

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