

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM FAIRFIELD COUNTY  
Court of Common Pleas

Judge Brooks P. Goldsmith, Circuit Court Judge

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Case No. 2012-213071

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James R. Glover, as Presiding Elder of the Lancaster District of the African Methodist Episcopal  
(A.M.E.) Church,.....Appellant,

v.

James Stevenson, Roddie Armstrong, Lyndsay Hopkins, Freddie Armstrong, Janice Samuels, Daisy  
McGraw, Jeannie Hall, Rosa Chappell, Alzine Woodard and Jean McCorry,.....Respondents.

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**FINAL BRIEF OF APPELLANT**

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**SC Court of Appeals**

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## **STATEMENT OF THE ISSUES ON APPEAL**

1. DID THE TRIAL COURT ERR IN HOLDING THAT THE BOOK OF DISCIPLINE OF THE A.M.E. CHURCH DOES NOT CREATE A TRUST ON BEHALF OF THE AFRICAN METHODIST EPISCOPAL CHURCH INC.?
2. DID TRIAL COURT ERR IN FAILING TO HOLD ITS DECISION IN ABEYANCE UNTIL DEPOSITIONS WERE TAKEN?

## **STATEMENT OF THE CASE**

The Plaintiff-Appellant filed a Summons and Complaint wherein he requested a declaratory judgment seeking control and ownership of the real and personal property of Shady Grove A.M.E. Church and also requested an injunction to prevent the Defendants-Respondents from entering onto the property disturbing the normal African Methodist Episcopal Church worship service. (R. pp. 8-15). Plaintiff-Appellant also filed a Motion for temporary restraining, Order and temporary injunction. (R. pp. 42-48).

The Defendants-Respondents served an Answer and Counterclaim and asserted defenses of lack of standing; failure to state a claim and a request to strike references to the Book of Discipline. The Defendants' counterclaimed on the grounds of unclean hands; failure to join a party; and requested a declaratory judgment. (R. pp. 16-24).

The Plaintiff-Appellant filed a Reply to Defendants' Counterclaim on September 7, 2011. Plaintiff-Appellant denied Defendants-Respondents allegations. Plaintiff-Appellant alleged defenses of failure to state facts sufficient to constitute a cause of action; lack of jurisdiction 12(b)(1); and asserted that Defendants defense was immaterial, impertinent and should be stricken (12f). (R. pp. 25-29).

The Defendants-Respondents served a copy of a Motion For Summary Judgment dated April 16, 2012. (R. pp. 31-32).

On May 3, 2012, Plaintiff-Appellant filed a Motion For Summary Judgment as to Plaintiff's Request For Declaratory Judgment seeking an Order dismissing Defendants' action and stating that all property of Shady Grove A.M.E. Church is held in trust by the Trustees of Shady Grove A.M.E. Church on behalf of the African Methodist Episcopal Church, Inc; that the African Methodist Episcopal Church, Inc. is the rightful owner of both real and personal property of Shady Grove A.M.E. Church; that Plaintiff-Appellant is entitled to a declaratory judgment stating that Plaintiff is entitled to all property of Shady Grove A.M.E. Church; and that Shady Grove A.M.E. Church is affiliated with the African Methodist Episcopal Church Inc.. (R. pp. 33-36). Subsequently Plaintiff-Appellant caused to be filed an Amended Motion for Summary Judgment as to Plaintiff's Request For a Declaratory Judgment. (R. pp. 37-41)

On June 22, 2012, a hearing was held to determine the parties cross motions for Summary Judgment. Plaintiff made motion to have the trial court hold its ruling in abeyance until depositions were taken. (R. p.89, lines 12-20). The court did not rule. (R. p. 93, lines. 11-16). The Honorable Brooks P. Goldsmith denied Plaintiff-Appellant's Motion for Summary Judgment and granted Defendants Motion for Summary Judgment. The Honorable Brooks P. Goldsmith by Order dated July 19, 2012 held that the deeds indicated the real property was conveyed to the trustees of the local church and there was no writing transferring property to the national church and as such the national church did not have an ownership interest. (R. pp. 1-5) Plaintiff received the Order on July 20, 2012.

Thereafter on July 30, 2012, Plaintiff-Appellant filed a Notice of Motion and Motion to Alter or Amend the Judgment. The Plaintiff-Appellant asserted that Defendant-Respondent

consented to the control and governance of the national church and that they failed to consider their imputed obligations to the national church. Plaintiff-Appellant further claimed that a denomination may create a trust pursuant to the church's constitution and that the language found in the Book of Discipline of the African Methodist Episcopal Church creates a trust. Plaintiff-Appellant also alleged that the Statute of Frauds and the Parol Evidence Rule are not applicable. Plaintiff-Appellant asserted also that all relevant testimony and evidence were not heard by the court and it was error not to allow the Plaintiff-Appellant to take depositions. (R. pp. 49-51).

The Defendants-Respondents filed a Memorandum and alleged that Plaintiff-Appellant did not state a ground in which the court erred in granting the Defendants' motion for summary judgment. Defendant-Respondents further alleged that Plaintiff-Appellant's reliance on the Book of Discipline and various deeds do not satisfy the statute of frauds and the parole evidence rule in either of these matters. (R. pp. 52-57).

The Plaintiff-Appellant's Notice of Motion and Motion to Alter or Amend was denied by the Honorable Brooks P. Goldsmith by Order dated August 31, 2012 and filed September 4, 2012. The court held there was no basis to grant the motion. The Plaintiff-Appellant was served with written notice of the Order Denying Motion to Reconsider on September 7, 2012. (R. pp. 6-7). Thereafter Plaintiff filed a Notice of Appeal on October 3, 2012 with the South Carolina Court of Appeals. Plaintiff requested a copy of the transcript on October 11, 2012 and received a copy on November 17, 2012. The Initial Brief and related documents were filed with the South Carolina Court of Appeals and served on December 17, 2012 alleging that the Book of Discipline of the A.M.E. Church recites a valid and enforceable trust in favor of the African Methodist Episcopal Church Inc. and that it was error not to allow depositions.

## STATEMENT OF THE FACTS

The Defendants herein by certified mail dated May 11, 2011 informed the Presiding Pastor of Shady Grove A.M.E. Church of their decision to secede from the A.M.E. General Church Conference effective May 14, 2011. (R. pp. 79-81). Simultaneously a second notice was given by correspondence dated May 11, 2011 informing the duly appointed pastor that her services were terminated. A news paper press release was issued thereafter informing the general public of their decision to secede from the African Methodist Episcopal Church. (R. p. 82) Defendants later issued a Declaration and Resolution to secede and withdraw permanently from the A.M.E. Church General Conference. Thereafter, the Defendants refused to allow the duly appointed pastors to serve.

## ARGUMENTS

**1. THE TRIAL COURT ERRED IN RULING THAT THE BOOK OF DISCIPLINE OF THE AFRICAN METHODIST EPISCOPAL CHURCH DOES NOT CREATE A VALID AND ENFORCEABLE TRUST ON BEHALF OF THE AFRICAN METHODIST EPISCOPAL CHURCH INC..**

**2. THE TRIAL COURT ERRED IN FAILING TO HOLD ITS DECISION IN ABEYANCE UNTIL DEPOSITIONS COULD BE TAKEN.**

**I. The United States Supreme Court named two methods that court may apply when deciding church property disputes.**

The question as to who is the true owner of local church property upon secession by members of a hierarchical church organization is not a novel issue before The United States Supreme Court. The Court has presented two methods which states may use as a First Amendment jurisdictional model to be applied in church property disputes.

The first method is the deferential approach enumerated in *Watson v. Jones*. In *Watson v. Jones*, the United States Supreme Court initially dealt with this issue within the context of the First Amendment of the Constitution of the United States. In *Watson v.*

*Jones*, factions of a local church claimed exclusive use of the real and personal property held by the local church. *Watson v. Jones*, 80 U.S. 679, 681 (1872). The jurisdictional rules enumerated in *Watson* established a two part test. Property held by a specific express trust will be enforced, whereas in the absence of an express trust the Court must determine ownership based on the polity of the church. Property held by a local church independent of the national church is subject to the control of the local church, whereas, property held by a local church affiliated with a national church is subject to the control of the national church. *New York Annual Conference of the United Methodist Church v. Fisher* 182 Conn.272, 282, (Conn 1980).

The second is the neutral principles approach as stated in *Jones v. Wolf*, 443 U.S. 595 (1979). The Courts alternative approach expanded the role of the Courts into church property disputes. In *Jones*, the local church was a member of the Augusta-Macon Presbytery in the United States (PCUS), in which the property was held by either the local church or the trustees of the local church. A majority of the members voted to secede from the PCUS and join another denomination. The Court stated that although churches have a legitimate interest in providing a forum where ownership of church property can be determined, it is clear that the First Amendment severely prohibits any rule of the Courts which involve religious doctrine or practice. *Id.* at 602. The First Amendment, however, is flexible and does not mandate a particular method of achieving these goals and as such, courts may adopt a neutral principles approach when resolving these matters. *Id.* at 602

**A. South Carolina uses the Neutral Principles approach when resolving ecclesiastical disputes.**

The South Carolina Supreme Court stated plainly in *All Saints Parish Waccamaw v. The Protestant Episcopal Church in the Diocese of S. Carolina*, “[w]e hereby explicitly reaffirm that, when resolving church dispute cases, South Carolina Courts are to apply the neutral principles of law approach as approved by the Supreme Court of the United States in *Jones v. Wolf*.” *All Saints Parish Waccamaw v. The Protestant Episcopal Church in the Diocese of S. Carolina*, 685 S.E.2d 163, 171, 385 S.C. 428, 442 (2009). The neutral principles analysis prohibits courts from resolving disputes as to religious law, principle, doctrine, discipline, custom, or administration, and from substituting its opinion for decisions of religious judicatures as to religious law, principle, doctrine, discipline, custom, and administration. However, courts may adjudicate rights growing out of civil law. *Pearson v. Church of God* 478 S.E.2d 849, 851, 325 S.C. 45, 50 (1996).

The neutral principles analysis relies exclusively on objective, well established concepts of trust and property law familiar to lawyers and judges. It thereby promises to free civil courts completely from entanglement in questions of religious doctrine, polity, and practice. Where a civil court is presented with an issue which is a question of religious law or doctrine masquerading as a dispute over church property or corporate control, must defer to the decision of the proper judicatories in so far as it contains religious or doctrinal issues.

*All Saints Parish Waccamaw v. The Protestant Episcopal Church in the Diocese of South Carolina*, 685 S.E.2d 163, 171, 385 S.C, 428, 445 (2009).

The matter herein is fundamentally different than the facts in *Waccamaw*. The Supreme Court of South Carolina in *Waccamaw* held in favor of the local church as prior to litigation the national church transferred the property in question by quitclaim deed to the local church and thus the national church did not have an ownership interest. In this scenario, the national church has never relinquished control of its property by transferring legal title to the local church. The

court in *Waccamaw* did not address the question as to whether the national church would be the owner of the property therein, if the denomination had not transferred the property prior to secession.

**1. *The Neutral Principles approach allows a denomination to create a trust in its constitution.***

The inclusion of an express trust in the Book of Discipline of the African Methodist Episcopal Church creates a valid and enforceable trust. In *Jones v. Wolf*, 443 US. 595, 606 (1979), our United States Supreme Court stated “the constitution [of a denomination] can be made to recite an express trust in favor of the denominational church...[a]nd the civil courts shall be bound to give effect to the result indicated by the parties ... .” The Constitution of the A.M.E. Church is *The Book of Discipline of the African Methodist Episcopal Church* which states:

The African Methodist Episcopal Church, Inc. is organized and functions solely as a connectional church. The titles(s) to all real, personal and mixed property held at the General, Annual Conference level or by the local church, shall be held IN Trust for the African Methodist Episcopal Church, Inc. and subject to the provisions of the Book of Discipline of the African Methodist Episcopal Church.

(R. pg.74,) The plain language contained in The Book of Discipline should be given effect by enforcing the trust therein.

Accordingly, this appeal raises the question as to whether or not the Court should find that *The Book of Discipline of the African Methodist Episcopal Church* creates a trust held in favor of the National A.M.E. church. The Court should find that the *Book of Discipline* creates an express trust and allow the National African Methodist Episcopal Church, Inc. to retain the Church property and the building that sits thereon.

**2. *The Neutral Principles approach requires the courts to inquire into the intentions of the parties prior to the dispute.***

...”The neutral principles analysis...should reflect the intentions of the parties. *Jones v. Wolf*, 443 U.S. 595, 603 (1979). In like fashion the state of Georgia has followed the guidelines of *Jones v. Wolf*. In *Rector, Wardens and Verstrymen of Christ Church in Savannah et al. v. Bishop of the Episcopal Diocese of Georgia, Inc. et al*, 718 S.E.2d 237, 242, 290 Ga. 95, 98 (2011), a dispute erupted over control of church property held by the oldest church in Georgia. The majority faction in that case voted to sever ties with the Episcopal Church and retained possession of church property. The Supreme Court of Georgia used the neutral principles approach and examined title instruments, Georgia statutes, and national church documents. After recognizing that neither the title instruments, nor the Georgia statute created a trust for the Episcopal Church, the Supreme Court of Georgia turned to local and national church documents and recognized the creation of a trust that existed well before the litigation. The court based its decision on what it believed to be, “the intentions of the parties at the local and national level regarding beneficial ownership of the property at issue as expressed before the dispute erupted in a legally cognizable form.”*Id.* at 104. The parties intentions are revealed in formal documents that memorialize the parties relationship as well as their course of conduct under those governing rules. *Id.* at 103. It is notable that the Georgia Supreme Court found that the Constitution of the church was a sufficient memorial of the parties intent.

*a. The Defendants consented to the trust provisions as found in The Book of Discipline of the African Methodist Episcopal Church Inc..*

The Defendants consented to the provisions found in the Book of Discipline. In determining ownership of church property in a hierarchical or connectional church using the neutral principles method, the Court must determine if the parties consented to the control of the national church. In *From The Heart Church Ministries, Inc. v. Philadelphia Baltimore Annual*

*Conference*, 964 A.2d 215 (Md. App. 2009). the Court of Special Appeals of Maryland addressed this issue. From The Heart was organized as an affiliate of A.M.E. Zion which is a hierarchical religious denomination founded in 1898. After incorporating, the local church purchased several parcels of property and subsequently withdrew from its affiliation with A.M.E. Zion. The court stated “we must first decide...with regard to the real property acquired by it before withdrawal, From The Heart consented to the trust provisions in the Discipline in favor of A.M.E. Zion.” *Id.* at 229.

The local church by and through the actions of its various pastors, stewards, trustees, and officers consented to the national church’s control and governance in all aspects except the proper form of a deed as per the Book of Discipline. Although the Discipline lists several factors which reveal the intent and desire of the local church in the absence of an IN TRUST clause in local church deeds, the constitution also lists factors which show an indication of consent. The factors listed in the constitution also known as the Book of Discipline are:

1. Use of the name, customs, polity, or literature of the A.M.E. Church, Inc., in such a manner as to be known as a part of the A.M.E. Church connection.
2. Conveyance of said property to the trustees of a local church or agency to the A.M.E. Church, Inc.
3. The acceptance of the pastorate of ministers appointed by a bishop of an Episcopal district or annual conference of the A.M.E. Church, Inc.
4. The payment of conference assessments or dues.
5. The participation and enrollment of the church as a member of the connection of the A.M.E. Church, Inc., by said local church in the Quarterly Conference and the Annual Conference.

(R. pg.75). It is clear that Shady Grove A.M.E. Church fully used the name of the A.M.E. Church. Church correspondence incorporated and used the A.M.E. name which was also placed on the sign in front of the church.

Further, the local church used the customs and polity of the A.M.E. Church. The local church herein recites the “Apostles’ Creed” at each A.M.E. Service which is unique to the African Methodist Episcopal Church.

The local church herein accepted ministers appointed by the Prelate of the Seventh Episcopal District of the annual conference of the A.M.E. Church, Inc. All pastors of Shady Grove A.M.E. Church were appointed by either the bishop or the annual conference and were all A.M.E. pastors with the exception of the current pastor.

Further, the local church paid conference assessments or dues. All local churches are required to pay assessments and dues. In fact, the local church complained that church assessments were excessive.

Finally the local church was enrolled and participated in quarterly and annual conferences. Records indicate that the church provided representatives to the quarterly and annual conferences. In fact, each church must make a report at the quarterly and annual conferences. Therefore, the defendants should be held to the standards set forth in *The Book of Discipline of the African Methodist Episcopal Church*.

***3. The Neutral Principles analysis does not require that a trust be expressly mentioned in a deed.***

It is true that the deeds do not explicitly state that any of the different parcels were transferred to the African Methodist Episcopal Church, Inc. or that they are held in trust for the

African Methodist Episcopal Church, Inc. The properties in question were acquired at several different times in the church's history. The original deed transferred a parcel of property to several persons as trustees of the church in 1919 and afterward, on December 19, 1950, a second parcel of property was transferred to numerous persons as trustees of Shady Grove A.M.E. Church. (R. pp. 67, 62-63, 70-71). Later the trustees of Shady Grove A.M.E. Church purchased a third tract wherein the deed lists the owners as trustees of Shady Grove Church. Finally, on May 9, 2011 the trustees executed two Quit-Claim Deeds transferring properties to the trustees of Shady Grove Independent Church. (R. pp. 59-61, 70-71).

However, lack of trust language in the deeds does not defeat Appellants claim. The Supreme Court of Georgia ruled similarly in *Presbytery of Greater Atlanta, Inc v. Timberridge Presbyterian Church Inc*. In that case, *Timberridge* was a member of the Presbyterian Church in the United States (PCUS), a hierarchical connection. The PCUS Book of Church Order included a trust provision in favor of the Presbyterian Church just as the African Methodist Episcopal Church, Inc. has in the Book of Discipline. In 2007, a dispute arose as to who controlled *Timberridges* property. In that case, The Georgia Supreme Court stated:

It is true that neither ... deeds show an intent by the grantors to create a trust. But they also do not expressly preclude the creation of one. And it is undisputed that *Timberridge* affiliated with the PCUSA ... and thus brought itself under the national church's constitution, which squarely states that local church's such as *Timberridge* hold their property in trust for the PCUSA even if legal title is lodged in a corporation. Given that provision, *Timberridge* would have no reason to believe that its deeds needed to recite a trust in favor of the general church ... . Thus, the absence of language in the deeds creating a trust in favor of the national church is of limited value in deciding the question before us, and we turn to consideration of other neutral principles.

*Presbytery of Greater Atlanta, Inc v. Timberridge Presbyterian Church, Inc.*, 719 S.E.2d 446, 451, 290 Ga. 272, 277 (2011).

In *Rector, Wardens and Verstrymen of Christ Church in Savannah et al. v. Bishop of the Episcopal Diocese of Georgia, Inc. et al*, 718 S.E.2d 237, 242, 290 Ga.95, 98 (2011), the Supreme Court of Georgia recognized that although the title instruments in that case did not create a trust, it did not preclude the creation of one. *Id. at 98*. Similar to *Rector and Timberridge*, the Respondents in this case are subject to the Constitution of the A.M.E. Church Inc., which recites an express trust to be held for the A.M.E. Church, Inc.. The Respondents affiliated with and adhered to the church's constitution in excess of 50 years. Even if the deed to the church property does not recite an express trust in favor of the A.M.E. Church, Inc. the Book of Discipline does, and the Court must give it effect.

***4. The Neutral Principles analysis requires the parties to adhere to their imputed obligations to the denomination.***

Members of a hierarchical or connectional church have obligations to the connectional church. The Court in *Pearson v. Church of God* stated:

Where, a church controversy involves the right to the possession of property, civil tribunals cannot avoid adjudicating these rights, under the law of the land; having in view, nevertheless, the implied obligations imputed to those parties to the controversy who have voluntarily submitted themselves to the authority of the church by connecting themselves with it.

*Pearson v. Church of God*, 478 S.E.2d. 849, 852. 325 S.C. 45, 51 (1996). As full participants and members of the African Methodist Episcopal Church the Defendants were required to adhere to the Book of Discipline when transferring property. The Constitution i.e. the Book of Discipline states, "The Board of Trustees, duly elected by the local church as provided by *The Book of Discipline of the African Methodist Episcopal Church*, may take such steps to purchase, mortgage, sell, transfer and convey real and personal property, PROVIDED that such transfer

has been duly approved by the resolution in Quarterly Conference of the said church, and also by the trustees of the Annual Conference in which the property is located, and of which the presiding bishop is president, (R. pg. 75). The Defendants in the present case took no such steps. The Defendants wish to simply leave the hierarchical connection and take the property with them. Here, the trustees breached their duty owed to the A.M.E. Church by failing to protect, hold, and preserve the property in trust for the African Methodist Episcopal Church Inc., and by knowingly failing to include a proper trust provision referencing a trust to be held for the A.M.E. Church Inc..

The Book of Discipline provides that trustees “shall guard for the Connection all real estate, churches, parsonages, schools, and any other property obtained by the local church.” (R. pg. 77). “Connection” is in reference to the structural organizational principle that all A.M.E. churches connect through a network of unique, compatible, interdependent relationships to accomplish the mission and purposes of the A.M.E. church.

**a. Equity demands that a constructive trust be placed on the property and held for the benefit of the A.M.E. Church Inc..**

Equity and good conscience requires this Court to impose a constructive trust on the local property for the beneficial interest of the African Methodist Episcopal Church Inc.. It would not be equitable and in good conscience to allow the defendants, who have subjected themselves to the rules and procedures of *The Book of Discipline of the African Methodist Episcopal Church* to take property owed by the denomination. Retention of church property by the Trustee’s and the disassociated members is inequitable especially when the Book of Discipline expressly states that property is to be held for the A.M.E. Church Inc. Under the South Carolina Code of Laws to remedy a breach of trust, a Court may . . . impose a constructive trust on trust property . . . S.C.

*Code §62-7-1001(b)(9)(2006)*. A constructive trust arises entirely by operation of law without reference to any actual or supposed intentions of creating a trust. *McNair v. Rainsford*, 499 S.E.2d 488, 501 (S.C. Ct. App. 1998) citing *SSI Medical Servs., Inc. v. Cox*, 301 S.C. 493 (1990). A constructive trust will arise whenever the circumstances under which property was acquired make it inequitable that property should be retained by one holding legal title. *Lollis v. Lollis*, 291 S.C. 525 (1987). Whenever legal title or possession of property is obtained, which in equity or good conscience belongs to another, the Court will impress the property with a constructive trust in favor of one who is entitled to beneficial interest. *McNair v. Rainsford*, 499 S.E.2d 488, 501 (S.C. App. 1998) citing *SSI Medical Servs., Inc. v. Cox*, 301 S.C. 493, 500 (1990).

Further, a constructive trust may be invoked even though the agreement out of which it arose is not legally enforceable. *Chapman v. The Citizens and Southern Nat'l Bank of South Carolina*, 395 S.E.2d 446 (S.C. Ct. App. 1990). This Court spoke on this matter in *Chapman* stating:

An interesting aspect of these cases in which courts have applied a constructive trust to property or rights to property is that the defendant almost always raises a contention that the agreement should not be enforced because it violates public policy or some statutory provision, or is illegal. In those cases the defendant does not assert the defendant's statutory rights or the defendant's legal or equitable rights. It is an attempt at a technical avoidance which rests upon an asserted . . . illegality of some kind. The [C]ourts have refused to accept this ruse because to do so would be to compound the defendant's wrong.

*Id.* at 454

*i. Equity does not allow the Defendants-Respondent to use the statute of frauds or the parol evidence rule to insulate themselves from wrong doing.*

Neither the Statute of Frauds nor the Parol Evidence Rule has any bearing on this case. The opposing party is attempting to assert statutory provisions to insulate themselves from their own wrong. Equity does not permit a defendant to defeat justice by such a ploy. *Chapman*, 395 S.E.2d 446, 454 (S.C. Ct. App. 1990). The South Carolina Code provides that, No action shall be brought whereby: . . . (4) To charge any person upon any contract or sale of lands, tenements or hereditaments or any interest in or concerning them . . . [u]nless the agreement upon which such action shall be brought or some memorandum or note thereof shall be signed by the party to be charged . . .” *S.C. Code §32-3-10(4)* (2011). Here, the Statute of Frauds does not apply because there is a writing in this case in The Book of Discipline.

The defendants would also assert that the Parol Evidence rule is not determinative in this matter. The Parol Evidence rule prevents the introduction of extrinsic evidence of agreements or understandings contemporaneous with or prior to the execution of a written instrument when extrinsic evidence is used to contradict, vary, or explain the written instrument. *Redwend Ltd. P’ship. v. McDaniel*, 581 S.E.2d 496, 503 (S.C. Ct. App. 2003) The Parol Evidence rule is not applicable in the present matter as the United States Supreme Court in *Jones v. Wolf* held that Courts must consider the constitution of the denomination in deciding these matters. *Jones v. Wolf*, 443 U.S. 595, 604 (1979).

***5. The Neutral Principles Analysis requires the courts to examine all relevant documents including deposition testimony.***

The majority of courts that have addressed this issue recognize that the neutral principles approach requires examination of whatever legal instruments of title that were used in the transference of the property at issue. In *Jones v. Wolf*, 443 U.S. 595 (1979), the court mentioned with approval the approach used in *Maryland and Virginal Churches v. Sharpsberg Church* 396

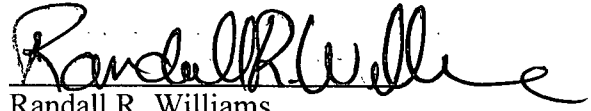
U.S. 367, 368 (1970) whereby a local church dispute was settled on the basis of the language in the deeds, local church charter, and provisions of the church constitution. *Jones*, 443 U.S. 603. The courts in Maryland have reiterated the decision of the court in *Jones v. Wolf* whereby the United States Supreme Court determined courts should review “not only the denominations polity, but all relevant documents and circumstances, charter and by-laws, the Religious Corporation Law, the relations and correspondences between the parties, the deposition testimony...and all relevant documents in the record.” *From The Heart Church Ministries, Inc. v. Philadelphia Baltimore Annual Conference*, 964 A.2d. 215, 229, 184 Md. App. 11, 34 (MD. App. 2009). In this matter trial court did not have the benefit of deposition testimony. The trial court violated the very tents of the neutral principles analysis by not allowing the Plaintiff to hold depositions.

### CONCLUSION

Therefore, this Court should find that the Book of Discipline of The A.M.E. Church creates a valid and enforceable trust in favor of African Methodist Episcopal Church Inc. The Appellant respectfully requests a declaratory judgment stating that all property of the Shady Grove African Methodist Episcopal Church is held in Trust by the Trustees of Shady Grove African Methodist Episcopal Church on behalf of the African Methodist Episcopal Church, Inc.; that the African Methodist Episcopal Church, Inc. is the true owner of both the real and personal property of Shady Grove African Methodist Episcopal Church; that Plaintiff is entitled to both the real and personal property of the Shady Grove African Methodist Episcopal Church; that Shady Grove African Methodist Episcopal Church is affiliated with the African Methodist Episcopal Church; that a permanent injunction be issued requiring Defendants to return all funds and properties, both real and personal, belonging to the Shady Grove African Methodist

Episcopal Church and enjoining and restraining Defendants from coming onto Church property disturbing the normal worship service.

Further, in the alternative Appellants respectfully ask that this matter be remanded to the trial court with instructions to uphold the trust provisions recited in the constitution of the African Methodist Episcopal Church.



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April 15, 2013

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM FAIRFIELD COUNTY  
Court of Common Pleas

Brooks P. Goldsmith, Circuit Court Judge

Case No. 2012-213071

James R. Glover, as Presiding Elder of the Lancaster District of the African Methodist Episcopal (A.M.E.) Church,.....Appellant,

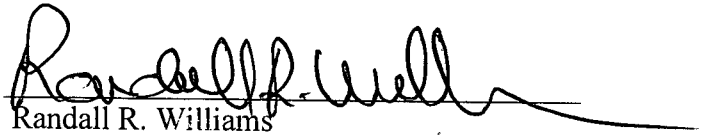
v.

James Stevenson, Roddie Armstrong, Lyndsay Hopkins, Freddie Armstrong, Janice Samuels, Daisy McGraw, Jeannie Hall, Rosa Chappell, Alzine Woodard and Jean McCory,.....Respondents.

CERTIFICATE OF COUNSEL

The undersigned hereby certified that this **Final Brief** complies with Rule 211(b), SCACR.

April 15, 2013



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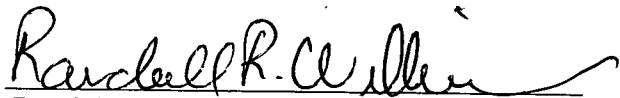
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**PROOF OF SERVICE**

I certify that I have served the **Appellant's Final Brief, Appellant's Final Reply Brief and Proof of Service** on James Stevenson, Roddie Armstrong, Lyndsay Hopkins, Freddie Armstrong, Janice Samuels, Daisy McGraw, Jeannie Hall, Rosa Chappell, Alzine Woodard and Jean McCory, by depositing a copy of it in the United States Mail, postage prepaid, on April 15, 2013, to their attorneys of record, Jerry Finney, The Finney Law Firm, Inc. at 2117 Park Street, Columbia, South Carolina, 29201, Stephanie R. Fajardo, The Finney Law Firm, Inc. at 2117 Park Street, Columbia, South Carolina, 29201, Ajerenal Danley, Danley, Clawson and Associates, P.C. 240 Stoneridge Drive, #401, Columbia, South Carolina, 29210 and Adam L. Whitsett, SC Attorney General's Office, P.O. Box 11549, Columbia, SC 29211.

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