

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

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APPEAL FROM CHARLESTON COUNTY
COURT OF COMMON PLEAS

S.C. Supreme Court

THE HONORABLE JOHN M. MILLING, CIRCUIT COURT JUDGE

CIVIL ACTION No. 2007-CP-10-896

IRA BANKS, JAMES BELL, AND VERNON HOLMES,.....RESPONDENTS,

V.

ST. MATTHEW BAPTIST CHURCH, AN UNINCORPORATED ASSOCIATION,
AND CLINTON BRANTLEY,
OF WHOM

CLINTON BRANTLEY IS THE PETITIONER.

**APPENDIX
VOLUME I**

Weston Adams, III
Gunnar Nistad
Helen F. Hiser
McAngus, Goudelock & Courie LLC
Meridian 10th Floor
1320 Main Street
PO Box 12519
Columbia, SC 29211-2519

Attorneys for Petitioner Clinton Brantley

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

John M. Milling, Circuit Court Judge

Case No. 2007-CP-10-896

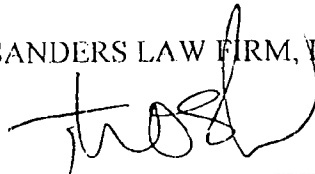
Ira Banks, James Bell, and Vernon Holmes..... Appellants

v.

St. Matthew Baptist Church, an Unincorporated
Association, and Clinton Brantley..... Respondents

CORRECTED RECORD ON APPEAL

SANDERS LAW FIRM, LLC



Thomas O. Sanders, IV
Sanders Law Firm, LLC
1738 Three Oaks Avenue
Charleston, SC 29407
(843)573-8828
ATTORNEY FOR APPELLANTS

May 21, 2009
Charleston, South Carolina

Richard C. Thomas, Esquire
Matthew G. Gerrald, Esquire
J. Todd Kincannon, Esquire
PO Box 8448
Columbia, SC 29202
*Attorneys for Respondent St. Matthew
Baptist Church*

Weston Adams, III, Esquire
P. Gunnar Nistad, Esquire
Helen F. Hiser, Esquire
McAngus, Goudelock & Couric LLC
PO Box 121519
Columbia, SC 29211
Attorneys for Respondent Brantley

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

Case No.: 2007-CP-10-896

Ira Banks, ETAL
Plaintiff

versus

St. Mathew Baptist Church ETAL
Defendant

FILED
2008 SEP 17 AM 9:06
JULIE J. ARMSTRONG
CLERK OF COURT

CHECK ONE:

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and the verdict has been rendered.
- ☒ **DECISION BY COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. nonsuit)
☐ Rule 43(k), SCRPC (Settled);
☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Other: _____

IT IS ORDERED AND ADJUDGED: ☐ See attached order ☐ Statement of Judgment by Court

The Court grants The Defendants' Motions to dismiss. The Court finds that according to the pleadings any alleged defamatory statements were made during the course of a congregational meeting where the Plaintiffs continuing to serve as Trustees of the church was being discussed. The Court finds that it is not appropriate for it to intervene in such a church matter and that the Court does not have jurisdiction to intervene. Further, with respect to the allegation of negligence against the church defendant the Court finds it does not have jurisdiction to try and impose a duty to do some independent investigation into alleged defamatory statements made by the Pastor.

Dated at Charleston, South Carolina,

September 16, 2008
Date

[Signature]
Judge

This judgment was entered on the _____ Day of _____, 20____, and a copy mailed first class this _____ Day of _____, 20____, to attorneys of record or to parties (when appearing pro-se) as follows:

Thomas O. Sanders

Richard C. Thomas & P Gunnar Nistad

Attorney(s) for Plaintiff(s)

Attorney(s) for Defendant(s)

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Ira Banks, James Bell, and
Vernon Holmes,

Plaintiffs,

vs.

St. Matthew Baptist Church, an
unincorporated association, and
Clinton Brantley,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2007-CP-10- 896

COMPLAINT
(Defamation, Intentional Infliction of
Emotional Distress, and Negligence)

Jury Trial Demanded

2007 MAR -5 PM 1:15
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

Plaintiffs Ira Banks, James Bell and Vernon Holmes ("Plaintiffs") would respectfully
show and allege unto the Court as follows:

1. Plaintiffs are citizens and residents of Charleston County, South Carolina.
2. Defendant St. Matthew Baptist Church ("St. Matthew Baptist") is an unincorporated association which owns and operates a church building, a parsonage and a cemetery in Charleston County, South Carolina located at 2005 Reynolds Avenue, North Charleston, South Carolina (TMS: 469-12-00-009) ("the church property"); and Defendant Clinton Brantley ("Defendant Brantley") is a citizen and resident of Charleston County, South Carolina.
3. At all times herein, Defendant Brantley was acting within the course and scope of his employment and authority as pastor of St. Matthew Baptist and under the authority of St. Matthew Baptist.
4. On or about May 22, 2006, a congregational meeting of St. Matthew Baptist was held. At the meeting, Defendant Brantley told the congregation that Plaintiffs-- without his knowledge-- had placed a \$300,000.00 mortgage upon the church property to purchase some apartment buildings nearby and had failed to insure the apartment buildings, and that Plaintiffs

had mismanaged money, and that money was missing from St. Matthew Baptist. Defendant Brantley told the congregation that he had been deceived constantly by Plaintiffs, and that Plaintiffs should be removed as Trustees of St. Matthew Baptist.

5. Defendant Brantley's false statements humiliated Plaintiffs in front of the St. Matthew Baptist congregation before Plaintiffs were voted out as Trustees.

FOR A FIRST CAUSE OF ACTION
(Defamation as to Defendant Brantley)

6. Plaintiffs repeat and reallege the foregoing as if repeated herein verbatim.

7. Defendant Brantley, with actual or implied malice, published or spoke a false message with a defamatory meaning, concerning the Plaintiffs, to the congregation of St. Matthew Baptist.

8. Defendant Brantley's defamatory message tended to impeach the honesty, integrity, virtue or reputation of Plaintiffs.

9. Defendant Brantley's actions against Plaintiffs were taken with intentional and reckless disregard for Plaintiffs' rights.

10. Plaintiffs are entitled to both actual and punitive damages.

FOR A SECOND CAUSE OF ACTION
(Intentional Infliction of Emotional Distress as to Defendant Brantley)

13. Plaintiffs repeat and reallege the foregoing as if repeated herein verbatim.

14. Defendant Brantley intentionally or recklessly inflicted severe emotional distress or was certain or substantially certain that such distress would result from his conduct.

15. Defendant Brantley's conduct was so extreme and outrageous as to exceed all possible bounds of decency and must be regarded as atrocious and utterly intolerable in a civilized community.

16. The emotional distress suffered by Plaintiffs was severe so that no reasonable man could be expected to endure it.

17. Plaintiffs are entitled to both actual and punitive damages.

FOR A THIRD CAUSE OF ACTION
(Negligence as to St. Matthew Baptist)

18. Plaintiffs repeat and reallege the foregoing as if repeated herein verbatim.
19. Defendant Brantley told the congregation that Plaintiffs—without his knowledge-- had placed a \$300,000.00 mortgage upon the church property to purchase some apartment buildings nearby and had failed to insure the apartment buildings, and that Plaintiffs had mismanaged money, and that money was missing from St. Matthew Baptist.
20. St. Matthew Baptist breached its duty of care owed to Plaintiffs and was negligent, grossly negligent, reckless, wanton, willful and careless in one or more of the following particulars:
 - a. in hiring Defendant Brantley as its pastor;
 - b. in placing Defendant Brantley into a position of authority in the church;
 - c. in not conducting its own investigation of the facts before the congregational meeting was held;
 - d. in failing to prevent Defendant Brantley from humiliating Plaintiffs and from speaking falsely about Plaintiffs in front of the congregation; and
 - e. in failing to stop Defendant Brantley from humiliating Plaintiffs and from speaking falsely about Plaintiffs in front of the congregation.
21. As a result of the aforesaid, Plaintiffs suffered trauma, anxiety, annoyance, and humiliation all to Plaintiffs' general damage and detriment.
22. Plaintiffs are entitled to both actual and punitive damages.

FOR A FOURTH CAUSE OF ACTION
(Negligence as to Defendant Bradley)

22. Plaintiffs repeat and reallege the foregoing as if repeated herein verbatim.
23. Defendant Brantley told the congregation that Plaintiffs—without his knowledge-- had placed a \$300,000.00 mortgage upon the church property to purchase some apartment buildings nearby and had failed to insure the apartment buildings, and that Plaintiffs had mismanaged money, and that money was missing from St. Matthew Baptist.

24. Defendant Brantley breached his duty of care owed to Plaintiffs and was negligent, grossly negligent, reckless, wanton, willful and careless in one or more of the following particulars:

- a. in speaking a message concerning Plaintiffs to the congregation of St. Matthew Baptist with intentional or reckless disregard for the truth or falsity of the message;
- b. in asking the congregation to remove Plaintiffs as Trustees of the church;
- c. in speaking a message to the congregation which humiliated Plaintiffs in front of the congregation;
- d. in not conducting his own investigation of the facts before the congregational meeting was held;
- e. in refusing to stop humiliating Plaintiffs and in refusing to stop speaking falsely about Plaintiffs in front of the congregation.

25. As a result of the aforesaid, Plaintiffs suffered trauma, anxiety, annoyance, and humiliation all to Plaintiffs' general damage and detriment.

26. Plaintiffs are entitled to both actual and punitive damages.

WHEREFORE, Plaintiffs pray for judgment in this matter against Defendants for actual and punitive damages in an amount to be determined by the trier of the facts, for costs of this suit, and for such other and further relief as this Court deems just and proper.

SANDERS LAW FIRM, LLC

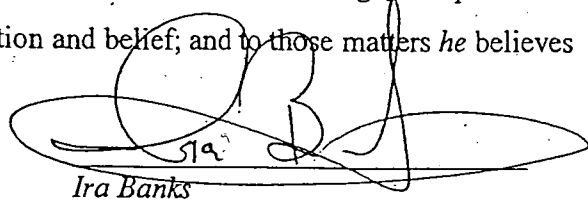


Thomas O. Sanders, IV
1738 Three Oaks Avenue
Charleston, South Carolina 29407
(843) 573-8828
ATTORNEY FOR PLAINTIFFS

Feb. 26, 2007
Charleston, South Carolina

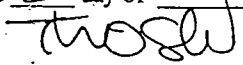
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) VERIFICATION

Ira Banks, being duly sworn, says *he* is the Plaintiff herein, and *he* has read the foregoing complaint and knows the contents thereof; that it is true of *his* own knowledge, except as to the matters therein stated to be alleged on information and belief; and to those matters *he* believes them to be true.


Ira Banks

SWORN TO AND SUBSCRIBED BEFORE ME

This 26 day of Feb, 2007



Notary Public for South Carolina
My Commission expires: Jan 11, 2012

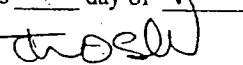
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) VERIFICATION

James Bell, being duly sworn, says *he* is the Plaintiff herein, and *he* has read the foregoing complaint and knows the contents thereof; that it is true of *his* own knowledge, except as to the matters therein stated to be alleged on information and belief; and to those matters *he* believes them to be true.


James Bell

SWORN TO AND SUBSCRIBED BEFORE ME

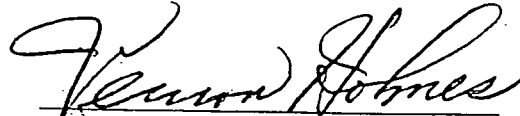
This 26 day of Feb, 2007



Notary Public for South Carolina
My Commission expires: Jan 11, 2012

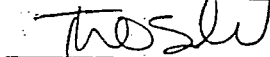
STATE OF SOUTH CAROLINA)
) VERIFICATION
COUNTY OF CHARLESTON)

Vernon Holmes, being duly sworn, says *he* is the Plaintiff herein, and *he* has read the foregoing complaint and knows the contents thereof; that it is true of *his* own knowledge, except as to the matters therein stated to be alleged on information and belief; and to those matters *he* believes them to be true.


Vernon Holmes

SWORN TO AND SUBSCRIBED BEFORE ME.

This 26 day of February, 2007


Notary Public for South Carolina
My Commission expires: JAN, 11, 2012

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
)

Ira Banks, James Bell, and Vernon Holmes,
Plaintiffs,

) Civil Action No.: 2007-CP-10-896
)

vs.

) ANSWER OF ST. MATTHEW BAPTIST
) CHURCH

St. Matthew Baptist Church, an
unincorporated association, and Clinton
Brantley,
Defendants.

) (Jury Trial Requested)
)
)
)
)
)

The Defendant, St. Matthew Baptist Church [incorrectly identified as an unincorporated association], answers the Plaintiffs' Complaint as follows:

FOR A FIRST DEFENSE

1. All allegations of the Complaint not herein specifically admitted, qualified or explained are denied.
2. The allegations of Paragraph 1 are admitted, upon information and belief.
3. Responding to Paragraph 2, this Defendant ~~denies that it is an unincorporated association~~ but will show that it is a not-for-profit corporation, pursuant to the laws of the State of South Carolina. This Defendant admits that it owns property in Charleston County, South Carolina located at 2005 Reynolds Avenue, North Charleston, South Carolina (TMS: 469-12-00-009). This Defendant admits, upon information and belief, that Defendant Brantley is a resident of Charleston County.

4. Responding to Paragraph 3, at this time, this Defendant lacks sufficient knowledge or information to admit the allegations of the paragraph. Therefore, strict proof is demanded of all allegations set forth in the paragraph.

5. Responding to Paragraph 4, this Defendant admits only those allegations which allege or imply that on May 22, 2006 a church meeting was held wherein issues that were discussed included: (a) a mortgage upon church property for the purchase of nearby apartment buildings; (b) insurance applicable to the apartment buildings; (c) the discord in the working relationship regarding Church business between Defendant Brantley (as Pastor) and the Plaintiffs (as Trustees); and (d) the removal of the Plaintiffs, as Trustees. All remaining allegations of Paragraph 4 not specifically admitted herein are denied as stated and strict proof is demanded of all remaining allegations of the paragraph.

6. This Defendant lacks knowledge or information to admit the allegations of Paragraph 5. Therefore, the allegations of Paragraph 5 are denied and strict proof is demanded of all allegations set forth in the paragraph.

7. The allegations contained in Paragraphs 1 through 6 above are realleged and incorporated herein verbatim, in response to Paragraph 6.

8. The allegations of Paragraphs 7, 8, 9 and 10 are not directed against this Defendant and, therefore, do not require a response from this Defendant. However, to the extent that a response may be required, the allegations of Paragraphs 7, 8, 9 and 10 are denied and strict proof is demanded of all allegations set forth in the four paragraphs.

9. The allegations contained in Paragraphs 1 through 8 above are realleged and incorporated herein verbatim, in response to Paragraph 13. (The Complaint does not contain paragraphs numbered 11 and 12.)

10. The allegations of Paragraphs 14, 15, 16 and 17 are not directed against this Defendant and, therefore, do not require a response from this Defendant. However, to the extent that a response may be required, the allegations of Paragraphs 14, 15, 16 and 17 are denied and strict proof is demanded of all allegations set forth in the four paragraphs.

11. The allegations contained in Paragraphs 1 through 10 above are realleged and incorporated herein verbatim, in response to Paragraph 18.

12. Responding to Paragraph 19, this Defendant admits that Defendant Brantley stated to the members of the congregation that certain actions were taken by the Plaintiffs without his knowledge. However, the allegations of Paragraph 19 are denied as stated and strict proof is demanded of all allegations contained in the paragraph.

13. All allegations set forth in Paragraphs 20, 21 and 22 are denied and strict proof is demanded of all allegations contained in the three paragraphs.

14. The allegations contained in Paragraphs 1 through 13 above are realleged and incorporated herein verbatim, in response to the second paragraph numbered Paragraph 22.

15. The allegations of Paragraphs 23, 24, 25 and 26 are not directed against this Defendant and, therefore, do not require a response from this Defendant. However, to the extent that a response may be required, this Defendant admits that Defendant Brantley stated to members of the congregation that certain actions were taken by the Plaintiffs without his

knowledge. However, the allegations of Paragraphs 23, 24, 25 and 26 as stated are denied and strict proof is demanded of all allegations set forth in the four paragraphs.

FOR A SECOND DEFENSE

16. As an alternative defense, this Defendant alleges, upon information and belief, that if the Plaintiffs sustained any injury or damage (this allegation being specifically denied), then any injury or damage sustained by the Plaintiffs directly and proximately resulted from their own negligence, gross negligence and recklessness, and without the Plaintiffs own negligence, gross negligence and recklessness, the Plaintiffs would not have sustained any injury or damage. This Defendant asks this Court to compare the negligence, gross negligence and recklessness of the Plaintiffs with the alleged negligence, gross negligence and recklessness of the Defendants (which are specifically denied), and if it is determined that their negligence, gross negligence and recklessness are greater than the negligence, gross negligence and recklessness alleged against the Defendants, then the Plaintiffs are totally barred from any recovery. If it is determined that their negligence, gross negligence and recklessness are equal to or less than the negligence, gross negligence and recklessness alleged against the Defendants, then any recovery by the Plaintiffs should be decreased by that percentage of their negligence, gross negligence and recklessness which directly and proximately caused their injury and damage, pursuant to the doctrine of comparative negligence.

FOR A THIRD DEFENSE

17. Further responding to the Complaint, this Defendant alleges that at all times relevant to the events alleged in the Complaint, this Defendant was a religious, charitable and not-for-profit organization. Therefore, if the Plaintiffs are entitled to any recovery against this

Defendant (which is specifically denied), then the ~~Plaintiffs may only recover actual damages~~ subject to the limitations of recovery against charitable organizations, as set forth in §33-56-180, *Code of Laws of South Carolina* (1976 as amended). Consequently, this Defendant pleads the limitations of recovery against charitable organizations, as set forth in the statute, as a defense to this action.

FOR A FOURTH DEFENSE

18. This Defendant alleges, upon information and belief, that an award of punitive damages under South Carolina law violates the Fifth, Sixth, and Fourteenth Amendments of the United States Constitution and Article 1, Section 3 of the South Carolina Constitution in that:

- (a) The judiciary's ability to correct a punitive damage award only upon a finding of passion, prejudice or caprice is inconsistent with due process guarantees;
- (b) Any award of punitive damages serving a compensatory function is inconsistent with due process guarantees;
- (c) Any award of punitive damages based upon the wealth of the Defendant violates due process guarantees;
- (d) The jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of meaningful standards and is inconsistent with due process guarantees;
- (e) Even if it can be argued that a standard governing the imposition of punitive damages exists, the standard is void for vagueness; and

PCF
#5

- (f) The Plaintiff's claim for punitive damages violates the equal protection clause of the Fourteenth Amendment of the United States Constitution and Article 1, Section 3 of the South Carolina Constitution in that the amount of punitive damages is based upon the wealth of the Defendant.

The Plaintiff's claim for punitive damages violates the Federal Doctrine of Separation of Powers and Article 1, Section 8 of the South Carolina Constitution for the reason that punitive damages are a creation of the judicial branch of government which invades the province of the legislative branch of government.

FOR A FIFTH DEFENSE

19. This Defendant reserves the right (and specifically does not waive any right) to assert additional or further defenses as may be revealed by additional information acquired through discovery or otherwise.

WHEREFORE, having fully answered, the Defendant, St. Matthew Baptist Church, prays that the Complaint be dismissed with prejudice and with costs.

Barnes, Alford, Stork & Johnson, LLP

Richard C. Thomas

Richard C. Thomas
1613 Main Street
Post Office Box 8448
Columbia, SC 29202-8448
(803) 799-1111
Attorneys for the Defendant St. Matthew Baptist Church

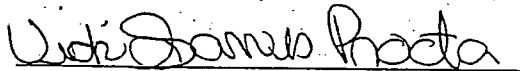
RCF
#6
APRIL 6, 2007

CERTIFICATE OF SERVICE

I, Vicki Sarvis Proctor, an employee of Barnes, Alford, Stork & Johnson, LLP do hereby state that I have on April 6, 2007, served a copy of the within and foregoing ANSWER OF ST. MATTHEW BAPTIST CHURCH, upon Plaintiffs, through their attorney of record, by depositing a copy of the document in the United States Mail, first class, sufficient postage prepaid, with the return address clearly noted, addressed as follows:

Thomas O. Sanders, IV, Esquire
Sanders Law Firm, LLC
1738 Three Oaks Avenue
Charleston, SC 29407

P. Gunnar Nistad, Esquire
McAngus, Goudelock & Courie, LLC
P. O. Box 877
Charleston, SC 29402-0877.



Vicki Sarvis Proctor
Legal Secretary
Barnes, Alford, Stork & Johnson, LLP
Post Office Box 8448
Columbia, SC 29202-8448

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

IRA BANKS, JAMES BELL, AND
VERNON HOLMES,

Civil Action No. 2007-CP-10-896

Plaintiffs,

vs.

ANSWER
(Jury Trial Demanded)

ST. MATTHEW BAPTIST CHURCH, AN
UNINCORPORATED ASSOCIATION,
AND CLINTON BRANTLEY,

Defendants.

Defendant, Clinton Brantley, ("this Defendant") by and through his undersigned counsel, would respectfully show and allege unto the Court as an Answer to the Complaint:

1. This Defendant denies each and every allegation of the Complaint that is not specifically and unconditionally admitted hereinafter.

2. This Defendant admits upon information and belief the allegations of Paragraph 1 of the Complaint.

3. In regard to Paragraph 2 of the Complaint, this Defendant admits that he is a citizen and resident of Charleston County, South Carolina. This Defendant also admits that Defendant St. Matthew Baptist Church ("St. Matthew Baptist") owns property in Charleston County. This Defendant denies, upon information and belief, that St. Matthew Baptist is an unincorporated association.

4. Allegations contained in Paragraph 3 of the Complaint state conclusions of law to which no response is required.

5. In response to Paragraph 4 of the Complaint, this Defendant admits that a congregational meeting of St. Matthew Baptist Church was held on May 22, 2006 at which time

this Defendant made various statements to the congregation about the apartment building owned by St. Matthew Baptist and his relationship with the Plaintiffs, and denies all remaining allegations of Paragraph 4 of the Complaint.

6. This Defendant denies the allegations of Paragraph 5 of the Complaint.

ANSWERING THE FIRST CAUSE OF ACTION
(Defamation as to Defendant Brantley)

7. In response to Paragraph 6 of the Complaint, this Defendant repeats and realleges Paragraphs 1 through 6 of the Answer as if repeated herein verbatim.

8. This Defendant denies the allegations of Paragraph 7, 8, 9 and 10 of the Complaint.

ANSWERING THE SECOND CAUSE OF ACTION
(Intentional Infliction of Emotional Distress)

9. There are no paragraphs numbered 11 and 12 in the Complaint, therefore, this Defendant neither admits nor denies the allegations contained therein.

10. In response to Paragraph 13 of the Complaint, this Defendant repeats and realleges Paragraphs 1 through 9 of the Answer as if repeated herein verbatim.

11. This Defendant denies the allegations of Paragraphs 14, 15, 16 and 17 of the Complaint.

ANSWERING THE THIRD CAUSE OF ACTION
(Negligence as to St. Matthew Baptist)

12. In response to Paragraph 18 of the Complaint, this Defendant repeats and realleges Paragraphs 1 through 11 of the Answer as if repeated herein verbatim.

13. In response to Paragraph 19 of the Complaint, this Defendant admits that a congregational meeting of St. Matthew Baptist Church was held on May 22, 2006 at which time this Defendant made various statements to the congregation about the apartment building owned

by St. Matthew Baptist and his relationship with the Plaintiffs, and denies all remaining allegations of Paragraph 19 of the Complaint.

14. The allegations of Paragraph 20 do not concern this Defendant and no response is required. If a response is required, this Defendant denies the allegations of Paragraph 20 of the Complaint.

15. This Defendant denies the allegations of Paragraphs 21 and 22 of the Complaint.

ANSWERING THE FOURTH CAUSE OF ACTION

(Negligence as to Defendant Brantley)

16. In response to the second Paragraph 22 of the Complaint, this Defendant repeats and realleges Paragraphs 1 through 15 of the Answer as if repeated herein verbatim.

17. In response to Paragraph 23 of the Complaint, this Defendant admits that a congregational meeting of St. Matthew Baptist Church was held on May 22, 2006 at which time this Defendant made various statements to the congregation about the apartment building owned by St. Matthew Baptist and has relationship with the Plaintiffs, and denies all remaining allegations of Paragraph 23 of the Complaint.

18. This Defendant denies the allegations contained in Paragraph 24, including subparts a through e, and Paragraph 25 and 26, being all the remaining allegations of the Complaint.

FURTHER ANSWERING AND AS A FIRST AFFIRMATIVE DEFENSE

(Truth)

19. Plaintiffs' claim for defamation as to Defendant Clinton Brantley fails as a matter of law because all statements made by Clinton Brantley were true and do not amount to actionable defamation.

FURTHER ANSWERING AND AS A SECOND AFFIRMATIVE DEFENSE
(Comparative Negligence)

20. As an alternative defense, this Defendant alleges, upon information and belief, that if the Plaintiffs sustained any injury or damage (this allegation being specifically denied), then any injury or damage sustained by the Plaintiffs directly and proximately resulted from their own negligence, gross negligence and recklessness and without the Plaintiffs own negligence, gross negligence and recklessness, the Plaintiffs would not have sustained any injury or damage.

This Defendant asks this Court to compare the negligence, gross negligence and recklessness of the Plaintiffs with the alleged negligence, gross negligence and recklessness of the Defendants (which are specifically denied), and if it is determined that their negligence, gross negligence and recklessness are greater than the negligence, gross negligence and recklessness alleged against the Defendants, then the Plaintiffs are totally barred from any recovery. If it is determined that their negligence, gross negligence and recklessness are equal to or less than the negligence, gross negligence and recklessness alleged against the Defendants, then any recovery by the Plaintiffs should be decreased by that percentage of their negligence, gross negligence and recklessness which directly and proximately caused their injury and damage, pursuant to the doctrine of comparative negligence.

FURTHER ANSWERING AND AS A THIRD AFFIRMATIVE DEFENSE
(Qualified Immunity)

21. This Defendant, as the pastor of St. Matthew Baptist Church, is entitled to qualified immunity for all comments made during the course of church business.

FURTHER ANSWERING AND AS A FOURTH AFFIRMATIVE DEFENSE
(Immunity)

22. This Defendant is entitled to immunity pursuant to S.C. Code Ann. §33-31-180 (2006).

FURTHER ANSWERING AND AS A FIFTH AFFIRMATIVE DEFENSE
(Individual Liability)

23. Defendant St. Matthew Baptist is a religious, non-profit, charitable organization. Defendant Clinton Brantley is an employee of St. Matthew Baptist. Consequently, Defendant Brantley is entitled to immunity and protection pursuant to S.C. Code Ann. §33-56-10 *et seq.*, and cannot be held individually liable until Plaintiffs prove that he acted in a reckless, willful and grossly negligent manner.

FURTHER ANSWERING AND AS A SIXTH AFFIRMATIVE DEFENSE
(Punitive Damages)

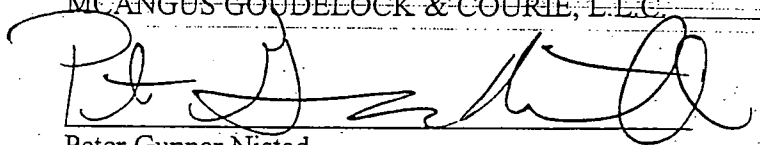
24. Defendant would show the claim of Plaintiff for punitive damages against Defendant cannot be sustained, because any award of punitive damages under South Carolina law by a jury that (1) is not provided standards of sufficient clarity for determining the appropriateness, and the appropriate size, of the punitive damages award, (2) is not adequately instructed on the limits of punitive damages imposed by the applicable principles of deterrence and punishment, (3) is not expressly prohibited from awarding punitive damages, or determining the amount of an award of punitive damages, in whole or in part, on the basis of invidiously discriminatory characteristics, including the resident, wealth, and corporate status of Defendant, (4) is permitted to award punitive damages under a standard for determining liability for punitive damages that is vague and arbitrary and does not define with sufficient clarity the conduct or mental state that makes punitive damages permissible, and (5) is not subject to trial court and appellate judicial review for reasonableness and furtherance of legitimate purposes on the basis of objective standards, would violate Defendant's due process and equal protection rights guaranteed by the Fourteenth Amendment to the United States Constitution and by the South Carolina constitutional provisions providing for due process and equal protection, and would be improper under the common law and public policies of the State of South Carolina.

FURTHER ANSWERING AND AS AN SEVENTH AFFIRMATIVE DEFENSE
(Freedom of Speech)

25. This Defendant is entitled to protections of the First Amendment of the United States Constitution that grants freedom of speech to all citizens.

WHEREFORE, having fully answered, this Defendant prays that the Complaint be dismissed, for the costs of defending this action, and for such other relief as the Court and jury deem just and proper.

MCANGUS GOUDELOCK & COURIE, L.L.C.



Peter Gunnar Nistad
Post Office Box 877
78 Wentworth Street, Suite 200 (29401)
Charleston, South Carolina 29402
(843) 534-0101

ATTORNEYS FOR DEFENDANT,
CLINTON BRANTLEY

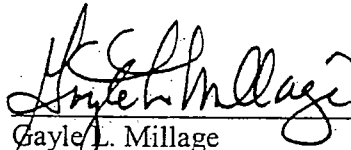
April 11, 2007

CERTIFICATE OF SERVICE

I hereby certify that I have this 11th day of April, 2007 served a copy of **Defendant Clinton Brantley's Answer to Plaintiffs' Complaint** by mailing copies of same, postage prepaid, in the United States mail, with sufficient postage affixed as follows:

Thomas O. Sanders, IV, Esquire
1738 Three Oaks Avenue
Charleston, South Carolina 29407
Attorney for Plaintiffs

Richard C. Thomas, Esquire
Barnes, Alford, Stork & Johnson
Post Office Box 8448
Columbia, SC 29202
Attorney for St. Matthew Baptist Church



Gayle L. Millage

Legal Assistant to Peter Gunnar Nistad

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS
COUNTY OF CHARLESTON 2007-CP-10-896

IRA BANKS, JAMES BELL,	)	
and VERNON HALL,	)	
	)	TRANSCRIPT OF RECORD
Plaintiffs,	)	
	)	
-vs-	)	
	)	September 15-16, 2008
ST. MATTHEW BAPTIST	)	
CHURCH, an Unincorporated	)	
Association, and CLINTON	)	
BRANTLEY,	)	Charleston, South Carolina
	)	
Defendants.	)	

B E F O R E:

The Honorable John M. Milling, Judge

A P P E A R A N C E S:

T.O. Sanders, Esquire
Attorney for the Plaintiffs

Richard C. Thomas, Esquire
P. Gunnar Nistad, Esquire
Attorney for the Defendants

Amanda K. Haffenden, RPR, CRR
Circuit Court Reporter

1 (September 15, 2008.)

2 THE COURT: I guess what I need to hear first
3 probably would be the jurisdictional arguments as to
4 whether or not I ought to hear the lawsuit or not, and
5 after we get past that, if we get past that, then we can
6 deal with some of the issues.

7 So these are the defendants' motions, and I
8 don't know which of you is going to argue them, but let
9 me find a legal pad and we'll get started, and I'll make
10 some notes.

11 All right.

12 MR. NISTAD: Your Honor, I'm Gunnar Nistad.
13 I represent Reverend Brantley. Reverend Brantley is an
14 ordained minister --

15 THE COURT: And I'm going to warn you, I
16 don't know why it is, I don't know if it's a malfunction
17 of age or what, but I'm getting probably less well at
18 hearing than I was once upon a time.

19 MR. NISTAD: I'm going to move up a little
20 bit. That will help, probably.

21 THE COURT: That's fine.

22 MR. NISTAD: I was saying, I represent
23 Reverend Brantley who is an ordained minister and pastor
24 of the St. Matthew Baptist Church, and this controversy
25 arises from some statements that Reverend Brantley made

1 during a congregational meeting of the church. St.
2 Matthew is a congregational church, so the power in the
3 church rests with the individual members of the
4 congregation.

5 Reverend Brantley became the pastor in 2000,
6 and at that time, the church was located in a part of
7 Charleston where the new Ravenel Bridge was going to
8 touch down, so that property was sold to the Department
9 of Transportation, and the church bought new property on
10 Reynolds Avenue in North Charleston, a new neighborhood
11 for the church.

12 As a part of becoming a new neighbor and
13 expanding the influence of the church within the
14 neighborhood, a decision was made to purchase some of the
15 other properties around the church. Some were
16 dilapidated. There was an apparent problem with crime in
17 the neighborhood, and the church thought it would be a
18 good idea to expand its influence within the community
19 and make the community a better place by buying some of
20 these properties and fixing them up.

21 So the trustee board began to look for
22 properties in and around the church, and one of these
23 properties was located at 1925 Grayson Street. It's an
24 apartment complex with 16 units, and the trustee board
25 sought permission from the congregation to purchase that

1 piece of property, and there's amendments that is
2 attached to my amendment from June 14 of 2004, I believe
3 it is, where the trustee board is given permission by the
4 congregation majority voters to purchase 1925 Grayson
5 Street. They have again authority to purchase the
6 property for \$160,000, and then they borrowed another
7 \$40,000 to fix up the property. That is the only
8 reference we have in the minutes of any specific
9 authority to the board of trustees to purchase the
10 property.

11 The closing documents that I've submitted
12 show that actually \$300,000 was purchased, and that
13 additional money was spent to purchase two other
14 properties on Grayson Street. All this worked out fine
15 for quite some time until there was a fire that occurred
16 at 1925 Grayson Street. At that time, it was realized
17 that the insurance had never properly been placed on 1925
18 Grayson Street. Apparently, three different finders were
19 written. Upon inspection, the insurance companies had
20 cancelled the insurance, and so there was no coverage for
21 the loss.

22 Upon further inspection, Reverend Brantley
23 discovered that when 1925 Grayson Street was purchased,
24 there was not a mortgage on 1925 Grayson Street. It was
25 placed on the church sanctuary, which was located on

1 Reynolds Avenue, and he did not know about that, so other
2 members of board of trustees did not know about this.

3 And so he is faced with a situation where, as
4 the pastor of the church, and he's charged with the
5 responsibility of leading the organizations of the
6 church, which is in the constitution, he has got three
7 officers of his church who are elected officers, they're
8 not paid, that he feels have not fulfilled their duties.

9 And so he attempts to discuss that with them,
10 invites them to a meeting on May 19 of 2006. The three
11 men who were invited were the plaintiffs in this action.
12 They did not show up. He concluded that they should be
13 removed as trustees, and so he made a presentation to the
14 congregation at the May 22nd meeting.

15 The substance of those comments are what has
16 formed this lawsuit and those are the only allegations of
17 the complaint, is that these comments made in this
18 congregational meeting. The minutes of that May 22nd
19 meeting are in my memorandum. It indicates Reverend
20 Brantley is presiding over the meeting, and the minutes
21 indicate -- and I might need to look at that just so I
22 say this correctly -- the minutes basically say Reverend
23 Brantley has found out that there was no insurance on the
24 property, that there had been a mortgage placed on the
25 property for \$300,000, and he didn't know about that.

1 The plaintiffs contend that his statements
2 say that he didn't know about the \$300,000 borrowing at
3 all, and he did know about the church borrowing money to
4 purchase Grayson Street, and so that is just a
5 misstatement by the plaintiffs in their complaint, but
6 for the purposes of this, I think we have to take their
7 allegations as true.

8 I think the minutes are near the end of my
9 package, Your Honor. It's Exhibit L.

10 THE COURT: Exhibit which?

11 MR. NISTAD: L, near the end. It basically
12 says that at the last meeting, the church had mortgaged
13 and there was no insurance on the buildings that had been
14 purchased. Apartment buildings had been purchased for
15 \$160,000 with \$40,000 unrepaired; what's more, the
16 trustees have not paid the insurance on the building, as
17 well as a \$300,000 mortgage had been placed on this. He
18 said he didn't know anything about it.

19 He also said that he had never been informed
20 as to the status of the situation, and he's been
21 constantly deceived throughout, so we have a situation
22 where he is responsible for leading the organizations of
23 church, and these three men are part of organizations of
24 the church. They've all admitted that in their
25 depositions.

1 We feel they are being insubordinate for not
2 working to their full potential and to the level that he
3 expect out of them, so he presents this to the
4 congregation, the highest judicial authority within this
5 church, and they vote to have these three gentlemen
6 removed.

7 With that factual background, we move to the
8 basis of my motion. As you know, this country was
9 founded on some really basic principles of freedom, one
10 of those being the freedom of religion. And so we have
11 in the First Amendment what's been divided up into the
12 free exercise clause and the -- I forget the term of art
13 right now, Your Honor, I can look it up -- and the
14 establishment clause, which prohibits the government from
15 interfering with religion.

16 Those elements of the First Amendment are
17 incorporated to the states, to the 14th and 15th
18 Amendments. Interestingly, South Carolina has adopted
19 the same language from the First Amendment in Article One
20 Section Two of our state constitution.

21 Basically, if you look at the case law
22 relating to the First Amendment and freedom of religion,
23 the Courts are warned not to entangle themselves with
24 dealings of the church. This is not an absolute
25 prohibition from hearing lawsuits related to churches.

1 As we previously discussed in chambers, a contractual
2 claims against the church or by the church can be
3 examined by a Court when it's the neutral law that's
4 being applied and religion is not an issue, or the
5 government of the church is not an issue.

6 Here we have a situation where Reverend
7 Brantley has acted in his official capacity as the pastor
8 of the church. He is making a critique to the gentlemen
9 who are serving in organizations of the church. His
10 comments relate only to their functions as trustees and
11 nothing more. He is reporting to the highest body in the
12 church, and they make their decision based upon now as
13 they have that night.

14 That is the government of a church, and I
15 think that the First Amendment and our own state
16 constitution mandates that this Court not interfere with
17 that process. Now, interestingly, I have a -- I cite
18 some South Carolina law and some United States Supreme
19 Court cases in my brief. I also have a case from Texas,
20 and I have a copy of this order, if you'd like it.

21 THE COURT: All right.

22 MR. NISTAD: I've already given a copy of
23 this to Mr. Sanders. In that case, there was an issue of
24 defamation, and the Texas Court found that the alleged
25 defamatory statements made in connection with the

1 church's decision to terminate employment are protected
2 from secular review.

3 Here you have a situation where these men are
4 not employees. They are officers of the church. They
5 are elected by the congregation. The congregation should
6 have the right to elect them out of office if they see
7 fit. It's the government of the church. It's the
8 highest officials within the church, the pastor, the
9 deacon board, the trustee board. There is no way around
10 the Court examining Reverend Brantley's statements
11 without interfering with the government of the St.
12 Matthew Baptist Church.

13 Based upon this, I think the Court must say
14 it does not have subject matter and jurisdiction and the
15 case should be dismissed, and I think that same reasoning
16 applies to the remaining causes of action issued by
17 the -- claimed by the plaintiffs.

18 THE COURT: So your position is that it was
19 necessary for the pastor to discuss issues relating to
20 the financing and the purchase and the lack of insurance
21 when he was recommending termination as trustees, and,
22 therefore, any defamation, if any, occurring arose out of
23 the church in making its decision as to whether or not
24 somebody should remain as a trustee and not -- and thus
25 would not be actionable because they would be protected

1 under the First Amendment?

2 MR. NISTAD: That's right, Your Honor. These
3 men have positions of authority within the church, and
4 not -- the Texas case is interesting because there it's
5 an employee, and that employee is found out to be part of
6 the church because of the substance of what they do.

7 Here, you have a situation where these men
8 are elected officials within the church, and to become a
9 trustee they have to be nominated by the pastor, and then
10 there is a vote by the congregation, in a congregational
11 setting. It is the congregation, the members, who have
12 the authority. So in speaking to the congregation, he is
13 speaking to the highest authority within the church. He
14 really has a duty to do that.

15 THE COURT: So it is a congregational church,
16 and there is no appeal from any decision that is made at
17 congregational level?

18 MR. NISTAD: Well, I think that's correct. I
19 think there is -- but there is the possibility because
20 the congregation holds the power, that any member of the
21 congregation or any member of the board can make motions,
22 and they can deal with the topics as they see fit, but
23 it's really the functioning of the government of the
24 church that is at issue here.

25 To resolve what the plaintiffs have alleged,

1 the Court has -- the majority has to dig into how this
2 church functions and how they should do things, and I
3 think that is prohibited by the constitution.

4 THE COURT: Okay.

5 MR. NISTAD: That's basically the fundamental
6 aspects of our argument, Your Honor.

7 THE COURT: All right. Does the church have
8 anything it wants to say?

9 MR. THOMAS: Briefly, Your Honor, if I may, I
10 would join in the same arguments Mr. Nistad made, but
11 also if you look at any complaint, there is only one
12 cause of action against the church, and that is
13 negligence. They are alleging negligence in the way
14 these gentlemen were removed as trustees, and, again, if
15 a civil Court were to delve into the hiring practices of
16 how the St. Matthew Baptist Church retains its pastor,
17 how they evaluate their pastor, how they elect and retain
18 trustees, and how they dismiss trustees, by necessity,
19 what they would do would be to get in decisions about
20 congregational religion, beliefs, doctrines, faith,
21 governance, and discipline, and that is clearly what's
22 prohibited by the First Amendment.

23 And the Anderson case from Tennessee, the
24 Habnet case from Oklahoma, and the Clevenstein case from
25 Iowa that I handed to the Court certainly sets out those

1 principles. The other thing that His Honor touched on
2 with Mr. Nistad is the fact that this -- all these
3 statements, all these actions, were taken at a
4 congregational meeting where finances, church property,
5 church business, was discussed. For a church, everyone
6 there had an interest in it. Every member there had an
7 interest in it. It was this common interest as to church
8 governance, church finances, and church interest that,
9 again, gives this a qualified privilege that the First
10 Amendment gives to the church, and to Reverend Brantley,
11 for that matter, Your Honor.

12 So regardless of how they caption this thing,
13 and, clearly, as to the negligence action as they
14 captioned it, as to the church, any way to delve into a
15 duty of care or a standard of care to apply to the church
16 would, of necessity, delve into church matters that are
17 solely within the discretion of the church. This is a
18 Baptist congregational church who has the ultimate
19 authority, and so it clearly would be matters of
20 religion.

21 So on that basis, it's clear that the First
22 Amendment precludes any civil jury or civil Court in
23 looking into these so-called allegations of negligence,
24 as to the church, when the standard is certainly not
25 anything that is defined by common law. It's not any

1 contract defamation -- I mean, definition. It's not any
2 statutory definition. The duties and obligations of a
3 congregational church are solely religious, and for that
4 reason, this Court does not have jurisdiction.

5 I apologize, Your Honor. I'm Richard Thomas,
6 and I'm representing St. Matthew Baptist Church.

7 THE COURT: Mr. Sanders, let's talk first
8 about the cause of action about negligence against the
9 church and how it fits into this thing.

10 MR. SANDERS: I'll be glad to, Your Honor.
11 T.O. Sanders here for the plaintiffs.

12 The reason that we allege negligence against
13 the church is that the church -- one of the reasons is
14 that the church didn't conduct its own investigation into
15 whether or not the money was missing. I have a
16 difference of opinion as to the facts that were stated to
17 you, and that is important because it sets the stage for
18 what happened.

19 So if it please the Court, I'd like to
20 address that as part of this answer.

21 THE COURT: All right.

22 MR. SANDERS: Back in June of '03, it was
23 decided that the church needed to buy rental property.
24 In May, three years later, May 22, 2006, is when this
25 church congregational meeting occurred, when Reverend

1 Brantley got up there in front of the congregation, in
2 front of probably 150 additional people who had never
3 been to any congregational meetings before, and said that
4 these guys had misappropriated money and he didn't know
5 where it went, and his implication to the congregation
6 was that these guys stole money from the church.

7 Now, what happens in between June of '03 and
8 May 22, 2006 is very important in that the purchase and
9 the management and the handling of the properties was
10 discussed at every trustee meeting, every joint board
11 meeting, and every congregation meeting.

12 What Reverend Brantley did was he had a bunch
13 of new members called to come out to this meeting in May,
14 on May 22nd, 2006, and these were people who didn't know
15 what had been discussed over the previous three years,
16 and these were people who went along --

17 THE COURT: I have a question. Are there
18 some minutes of these other meetings where --

19 MR. SANDERS: Yes, sir. We got a stack about
20 six inches high.

21 THE COURT: And one of the allegations is
22 that \$200,000 was approved to be borrowed, \$300,000 was
23 actually borrowed, and that there are minutes authorizing
24 a \$200,000 borrowing, but nothing authorizing a \$300,000
25 borrowing. Do you have such minutes for that?

1 MR. SANDERS: You are correct, Your Honor.
2 At one point the trustees had authorization to borrow
3 \$200,000. At a subsequent meeting, that authority was
4 raised, okay?

5 THE COURT: Do we have some minutes where
6 that was raised?

7 MR. SANDERS: No, sir. All the minutes we
8 have came from my clients. None of the minutes came from
9 the church.

10 THE COURT: Okay. Who would have --

11 MR. SANDERS: Now --

12 THE COURT: Would this have been a
13 congregational meeting and then there was approval at the
14 congregational meeting for an increase in the borrowings?

15 MR. SANDERS: It would have been a
16 congregational meeting and trustee meetings and joint
17 board meetings. The secretary of the church who took the
18 minutes has given an affidavit saying they had the
19 authority to borrow 300,000, but we don't have a copy of
20 those minutes. The church doesn't have a copy of any
21 minutes except what I provided to them because the church
22 didn't do a good job of recordkeeping.

23 THE COURT: So you're indicating there is at
24 least some testimony that is going to be submitted by the
25 church secretary in the absence of the minutes themselves

1 that would say there is authorization somewhere?

2 MR. SANDERS: Yes.

3 THE COURT: So we have creation of fact
4 pattern there and what the authorization was?

5 MR. SANDERS: Correct. We're going to hear
6 about authorization from the church secretary and also
7 from the church finance officer to that effect, as well
8 as others.

9 THE COURT: All right.

10 MR. SANDERS: Going back to the cause of
11 action for negligence as to the church, the church never
12 bothered to check with the finance officer to see whether
13 or not money was missing. The allegation was made at
14 that May 22nd, 2006 meeting that these guys
15 misappropriated \$300,000, and the message that the pastor
16 put out there was that these guys stole from the church.

17 The finance officer has given an affidavit to
18 the effect that this happened right after she stood up
19 and gave the finance report showing all the money
20 accounted for. The finance officer has also given an
21 affidavit stating that after the meeting, she went to the
22 preacher and said, You shouldn't have said that. You
23 were wrong. All the money is accounted for.

24 And the preacher said, Well, I just can't
25 work with these guys.

1 And so the negligence comes in in that
2 neither Reverend Brantley and his negligence claim, nor
3 the church, in its negligence claim, bothered to
4 investigate the facts, and had they investigated the
5 facts, they would have confirmed that no money was
6 missing because, you see, what it boils down to is a
7 battle of wills.

8 Reverend Brantley was a minister who used his
9 position to basically get control of the church. My
10 three clients, the plaintiffs, were trustees who were
11 charged with taking care of the church's money and
12 assets. The tension developed when the pastor wanted to
13 start adding expenses that weren't in the church budget,
14 and the guys said, No, we can't afford it. It's not in
15 the budget.

16 And what my guys were basically told is,
17 Well, you find the money, and my three guys were the only
18 members of the trustee board that were standing up to the
19 preacher over the budget concerns. The church wasn't
20 doing well financially. They bought a new building up in
21 the north area. After they sold the historic building
22 downtown, they were able to pay cash for that building,
23 but apparently money stopped coming in.

24 I don't know whether a lot of the
25 congregation didn't transfer up to the new building or

1 people just stopped coming, but, anyway, cash flow was
2 tight, and the church was having a hard time paying its
3 bills, and that is essentially what caused the tension.

4 The other part of the negligence claim is
5 that the church officials who were working with Reverend
6 Brantley to set this meeting up on May the 22nd, '06
7 where these guys were accused of stealing, they didn't do
8 anything to stop Reverend Brantley. They could have
9 approached the finance officer also, but you know what,
10 neither Reverend Brantley nor these other members needed
11 to approach the finance officer because they had been in
12 all the meetings where all of this was discussed. They
13 had received the finance reports, and they knew there
14 wasn't money missing.

15 The only reason they took the approach that
16 they did to accuse these guys of stealing is because they
17 knew that they could get away with it in front of a
18 business meeting at the church where the majority of the
19 people who were there, 150 plus, had never been to a
20 business meeting, trustee meeting, or a joint board
21 meeting.

22 And that's important because at the business
23 meeting, generally only 25 people would show up and
24 everybody knew everybody else that was there, and every
25 single decision that was made about this rental property

1 was approved unanimously.

2 Your Honor, that addresses the negligence
3 issue. I know you wanted me to hit on that first. Would
4 you like me to talk about the jurisdictional question?

5 THE COURT: Yes, sir.

6 MR. SANDERS: What the defendants would have
7 you believe is that this case should be thrown out on
8 summary judgment because Courts don't have the
9 jurisdiction to get involved in the operations of the
10 church. They're trying to couch it in terms of that, but
11 that's not what the case is about. These cases that they
12 handed up to you pertain to church employees who were
13 fired, or people who were dismissed from a church
14 outright, and they were suing for their right to get back
15 into the church.

16 Well, that's not what we have in this case,
17 because the plaintiffs are still members. The plaintiffs
18 never did file a DJ action to see if the proper procedure
19 was followed in having themselves voted out as trustees,
20 and the reason that we didn't pursue that is because
21 that's not what the case is about.

22 Instead, what the case is about is that the
23 preacher got up in front of the congregation and lied
24 about these guys stealing money when he knew that nothing
25 could be further from the truth. And the only reason

1 that he did that was to get these guys out of his way
2 because they were the only three people in the church who
3 were standing up to him.

4 I do have a case I'd like to hand up. It's a
5 South Carolina case. Unfortunately, I don't have a copy
6 for the defense counsel, but I will give a cite. It's
7 Bowen v. Green 272 Southeast 2nd 443. This is a South
8 Carolina Supreme Court case, and what it says is that a
9 civil Court has no authority to intervene in cases
10 involving expulsion from church membership where there is
11 no question of an invasion of a civil property or
12 contract right.

13 First of all, our case is not an expulsion,
14 but then it does involve misconduct on the part of the
15 preacher and some of these church members by lying and
16 accusing the plaintiffs of being dishonest. So I would
17 like to hand this up for Your Honor to review, if I may
18 approach.

19 THE COURT: All right. I'll be glad to see
20 it. Thank you.

21 MR. SANDERS: So the way I read that case is
22 that the church can't mistreat somebody and said you
23 can't interfere with what we're doing inside the church.
24 The reason that argument doesn't make sense is because
25 the African American church community in Charleston is

1 very tight knit. Every African American who's a member
2 of a church knows what is going on in all the other
3 churches. As soon as this incident happened, everybody
4 found out, and it got pretty bad for these guys.

5 One of the plaintiffs, who is the ombudsman
6 for the city of North Charleston, was giving a welcome
7 speech at the NAACP banquet and before he got up to
8 speak, somebody said Hey, Bill, you still ripping off the
9 church? And that is just one example of many that is
10 going to come out in this trial.

11 The issue is not are we getting involved in
12 church governance? You know, the church can decide who
13 it wants to have as its trustees. That's not what the
14 case is about, but a preacher, who is supposed to be
15 preaching the word of God and is held in high esteem by
16 the congregation, cannot get up in front of a church and
17 accuse three solid men -- nobody is perfect, but these
18 men are solid. They're successful in their careers.
19 They can't get up in front of a congregation of their
20 peers and accuse them of stealing when the evidence
21 doesn't show that. At the conclusion of the meeting, an
22 audit was called for. To this day, that audit has never
23 been done. Had the audit been done, it would have shown
24 there is no money missing.

25 Your Honor, I have some other cases I would

1 like to hand up, if you want me to keep moving forward
2 off the jurisdictional issue.

3 THE COURT: The other cases, are they related
4 to the jurisdictional issue?

5 MR. SANDERS: They are not.

6 THE COURT: All right. Let me hear from
7 either counsel on the jurisdiction.

8 MR. THOMAS: Well, Your Honor, jurisdiction,
9 particularly as to the church, in listening to his
10 argument, I submit that he hit the nail on the head when
11 he said, I'm not asking you to look into the way these
12 gentlemen were dismissed. The preacher just can't say
13 this about these gentlemen. Well, if His Honor -- if the
14 jury were to rule on negligence of the church, they would
15 have to, out of necessity, decide if the church hired
16 their pastor correctly, supervised their pastor
17 correctly, hired their trustees correctly, and dismissed
18 their trustees correctly, because, otherwise, there is
19 absolutely no duty, and there is clearly no civil duty,
20 so that duty is clearly a duty under ecclesiastical law,
21 clearly a duty under the church governance, and so to
22 find this church negligent, you're going behind what the
23 church says they can do or not do as far as hiring a
24 pastor, electing trustees, or dismissing trustees.

25 So I think, clearly, on the jurisdictional

1 issue as to the church and its negligence, perhaps, yeah,
2 I mean, a church perhaps could be what in the secular
3 world we might think would be negligent in the way it
4 does its trustees, but as long as that's what the church
5 does and it's an issue of religion and church doctrine,
6 we can't sit out here and judge.

7 We can't judge what you do in Catholicism,
8 what you do in the Jewish church. We can't -- just
9 because people have differences in the way you elect your
10 lay leaders and the way lay leaders can be dismissed, you
11 know, we cannot create a civil duty and impose a civil
12 standard on them. That's a religious standard. So,
13 clearly, as to the jurisdictional issue as to the church,
14 this Court has no jurisdiction.

15 THE COURT: The problem that I do have,
16 Mr. Sanders, is the church did a dismissal, and for me to
17 get into any duty on the part of the church, I've got to
18 have a civil Court making inquiry as to whether or not
19 the church, as an entity, has done something proper or
20 improper in connection with its release of trustees.

21 You said they had a duty to, before voting,
22 that some other entity that -- or that somehow the
23 congregation or the members of the congregation were to
24 call for and conduct some independent examination of the
25 allegations made by the preacher, and I'm having a hard

1 time seeing how I'm not getting into what the church
2 responsibilities are if I'm trying to impose that type of
3 duty on a church as being responsible for whatever
4 Reverend Brantley -- I'm not talking about whether he did
5 anything right or whether he did anything wrong, but how
6 I cannot, in essence, get involved in deciding church
7 politics when I'm making a decision that there is some
8 affirmative duty on the part of a church body to conduct
9 their business in some way that requires that they
10 conduct an independent examination of the facts before
11 they can devote -- before they can vote as to whether or
12 not to retain or dismiss trustees.

13 MR. SANDERS: May I respond to that, Your
14 Honor? The way I respond to that is this: Deacon
15 Waring, who was head of the trustees -- I'm sorry, Deacon
16 Waring. Deacon Waring, who is head of the deacon board,
17 was basically the pastor's right-hand man, and these two
18 guys essentially hatched this plan to slander these guys
19 and get them out of the way.

20 The congregation didn't know what was going
21 on. So I'm not arguing that the congregation should have
22 done this, that, or the other. What I'm arguing, and
23 what the evidence is going to show, is that this Deacon
24 Waring was right in there, representing the church,
25 pushing this plan through to slander these guys.

1 THE COURT: Well, if you had sued that deacon
2 as a defendant in this case and alleged a conspiracy
3 cause of action, I may have had a different view, but
4 right now you've alleged that it's the church who was
5 negligent, that the church had an independent duty to
6 investigate, and for me to find that the church has an
7 independent duty to investigate, I think I am getting
8 into church affairs in determining whether or not the
9 church has acted properly as part of what's going on with
10 church discipline, have done something properly?

11 And so as to the church defendant, St.
12 Matthews, I don't think I've got the authority to keep
13 them in this suit. I think that it's an ecclesiastical
14 issue when we start talking about negligence, so as to
15 St. Matthews, I am going to grant their motion for
16 summary judgment.

17 MR. THOMAS: Thank you, Your Honor.

18 THE COURT: I have some concern, though,
19 about whether or not someone at the church, having the --
20 I'm going to move over here while my clerk tries to make
21 my computer talk to me.

22 I have some concern about a pastor -- and I'm
23 not saying what the pastor said was defamatory, but
24 assuming a pastor gets up there and makes a statement in
25 front of the congregation that is, in fact, defamatory.

1 and calls for the church to then act for purposes of
2 expelling those individuals, as to whether or not that is
3 a case of the Court getting involved in church doctrine
4 and church politics or is that simply an action that was
5 taken by the pastor for which he can be held accountable,
6 or she can be held accountable, depending on who happens
7 to be the pastor.

8 MR. NISTAD: Your Honor, any time the Court
9 looks at a situation like this, they're forced to draw a
10 line. How you draw that line is difficult at times. I
11 think what you'll see in case law is that a church
12 employs a janitor, that is far away from the line, but
13 it's a contractual relationship and has nothing to do
14 with the politics of the church. Are we going to hire
15 this individual to clean up the church property? And if
16 he doesn't do it the right way and we fire him the right
17 way, it's purely contractual, and it's very easy to
18 determine that the Court can get involved in that
19 controversy.

20 With this situation, we have the pastor of a
21 church who is an ordained minister, and, as Mr. Sanders
22 pointed out, these men are still members and not
23 employees. It makes a big difference. These are elected
24 officials of church. They are involved with the church
25 governance and the church politics and the way the church

1 is run.

2 Reverend Brantley got up and initiated what
3 is basically a disciplinary action within the church and
4 asked the church members who have the highest authority
5 within the church to decide that. This is not a
6 contractual situation at all. It's a matter of politics
7 of the church.

8 And what --

9 THE COURT: Well, it's not criminal,
10 actually, but it would be a tort in any other setting.

11 MR. NISTAD: In a lot of the case law, there
12 is a lot of case law about ADA actions, or discrimination
13 actions. The church hires, and, you know, has
14 affiliations that are religious in nature or political in
15 nature within the church. The federal courts will kick
16 out ADA claims, regardless of what the actual claim is.
17 It's church politics.

18 And so, again, I think what is -- the point
19 to point out, at least these men are still members. They
20 have the power, as members of the congregation, to bring
21 this matter back to the church, and that is probably the
22 way this should be dealt with. That's what the authority
23 is, the church controversy.

24 THE COURT: That deals with their position of
25 trustee, but how about statements that for the sake of

1 argument would have been allegations of misappropriation
2 of wrongdoing?

3 MR. NISTAD: I think just analyzing the
4 statements themselves forces the Court to look at the
5 politics of the church. Was the statement true or false?
6 It depends on what happened at those meetings. It
7 depends on who voted and when they voted, and, you know,
8 the analysis of whether they're false or not is an
9 intrusion into the government of the church. So just
10 going into that question of fact requires the Court to
11 intrude into the government of the church.

12 THE COURT: Anything the Court gets involved
13 on a state level with a church is going to always be --
14 even if there is a contract, there is going to be some
15 question as to whether or not the contract was properly
16 entered into by the body, so you have to look at church
17 activity anyhow. You know, obviously, from what you have
18 said, what the pastor said would have been a statement of
19 fact, and it may well be --

20 MR. NISTAD: A statement of fact --

21 THE COURT: A statement of true fact.

22 MR. NISTAD: And a statement of opinion, and
23 what you have is he's not saying that they
24 misappropriated money. There are affidavits we've seen
25 from the plaintiffs --

1 THE COURT: And it may have been a qualified
2 privilege.

3 MR. NISTAD: And that goes on to later on in
4 this case.

5 THE COURT: But I am just wondering if that
6 ought to be something that a jury should be deciding as
7 opposed to my saying that the jury doesn't have -- the
8 Court doesn't have authority to submit that to the jury
9 for discussion.

10 MR. NISTAD: One of the problems too, Your
11 Honor, if defamation goes forward -- and assume that
12 there is a jury verdict against Reverend Brantley. Then
13 you call into question the final decision made by the
14 body on that night, and you once again involve
15 yourself --

16 THE COURT: Again, I don't know that the
17 decision of the body is what's being called into
18 question. Is it an issue relating to -- is it an issue
19 relating to what the pastor, in fact, said? I know that
20 your Texas case indicates that if these were statements
21 about misconduct that arose in a formal church setting
22 when some discipline was being taken, then that's okay.
23 That is sort of like some things that might be said in a
24 pleading filed in a civil complaint when allegations made
25 as to improper conduct, that it doesn't form the basis

1 for a defamatory cause of action. The only case I've
2 seen on that is this Texas case.

3 Mr. Sanders, do you have anything that would
4 go and say that South Carolina should look at it
5 different than the Texas case?

6 MR. SANDERS: Your Honor, I think what
7 Mr. Nistad is asking you to do to is consider Reverend
8 Brantley's actions disciplinary. If you consider
9 Reverend Brantley's actions disciplinary, then you got to
10 get into looking at what the constitution of the church
11 says on discipline.

12 But I think what we're trying to do is we're
13 trying to steer clear of that argument that you ought to
14 determine whether the proper procedure in the church was
15 followed, okay? And, again, that's not what this case is
16 about. What this case is about is Reverend Brantley
17 accused these guys of stealing money when, in fact, all
18 the money was accounted for. We aren't suggesting that
19 this case is about not following the proper procedure.
20 They're suggesting that.

21 We haven't made those allegations. They
22 haven't indicated they want their trusteeships back.
23 They haven't been going to church. Their names are still
24 on the roster. They're too embarrassed to go back
25 because of what Reverend Brantley did to them, and that

1 is what this case is about.

2 Your Honor, one other thing. The
3 ramifications of what Reverend Brantley did have gone far
4 beyond the church walls, and the testimony is going to
5 show that. I've got a whole host of witnesses who are
6 going to come in here and talk about that.

7 MR. NISTAD: Your Honor, I don't think
8 Reverend Brantley feels responsible for subsequent
9 publications. He made these statements to a church
10 meeting, to the congregation, and Mr. Sanders made a
11 couple statements about who was at that meeting. There
12 is no indication that anyone at that meeting was not a
13 member of the church.

14 MR. SANDERS: Your Honor, we have witnesses
15 who will say otherwise. Also, I have a witness who is
16 going to come in here and say that he met with Reverend
17 Brantley after the meeting about why he hadn't been paid
18 for the work that he did on the church building, and he's
19 going to say Reverend Brantley said, Well, the trustees
20 just stole 300,000 from the church, and we don't have the
21 money to pay your bill.

22 So, again, the ramifications of what happened
23 went far beyond the walls of this meeting and this
24 church.

25 THE COURT: Is that a new allegation?

1 MR. NISTAD: Yes. That's not in the
2 complaint, Your Honor. That's -- we object to that.

3 MR. SANDERS: I've got an affidavit, and I've
4 got --

5 THE COURT: I know, but I've got what these
6 guys are prepared to defend against, and you've accused
7 him of making this in the congregational setting and not
8 after the fact.

9 MR. SANDERS: Well, Your Honor, it all goes
10 to defamation. It all goes to --

11 THE COURT: Well, there is defamation and
12 there is defamation. There is defamation as to the
13 conduct that you allege he was guilty of in your
14 complaint, but you haven't alleged defamation occurred in
15 connection with statements to somebody who had contracted
16 to do work at the church and the pastor then says to that
17 individual, We haven't got the money. These other guys
18 stole it.

19 I did not remember your pleading as being
20 broad enough to bring in something new at this point.

21 MR. SANDERS: Point well taken, Your Honor.

22 THE COURT: Gentlemen, there is a case, Texas
23 case, 212 Southwest 2nd 3541 that cites a 1963 case, U.S.
24 Supreme Court case. On page eight of the case that was
25 handed to me in that first column is a case of Sherbert

1 versus Verner.

2 I haven't, of course, had a chance to read
3 that case, but it says, It is conceivable that torts such
4 as defamation, infliction of emotional distress, and
5 invasion of privacy might be so unusual or egregious as
6 to fall within the Sherbert exception, but I don't know
7 what the Sherbert exception is because I've just looked
8 at these cases.

9 I think we'll need to take a look at that
10 before I make a jurisdictional-type ruling and see what
11 that case is talking about as well. I have some concerns
12 about -- I'm going to withhold a ruling right now on the
13 jurisdictional aspects. I apologize, but I am going to
14 have to leave in a minute, and I would like to be able to
15 make a decision for y'all before you coming back in the
16 morning.

17 I have some concern about the intentional
18 infliction of emotional distress. I read your
19 attachments, Mr. Sanders, not read them in real detail
20 perhaps as much as I should. I'm trying to put my hands
21 on it, but it looked like you have four affidavits, one
22 from each of the plaintiffs and one from Ms. Roche.

23 MR. SANDERS: Yes, sir, that's correct.

24 THE COURT: Ms. Roche's affidavit really
25 doesn't say anything that addresses the issue of any

1 distress that may have been suffered by these
2 individuals. We have a case -- what is that case,
3 Hanson? Let's see, Hanson versus Scalise Builders of
4 South Carolina at 374 South Carolina 352. It's a Supreme
5 Court case from August the 13th of 2007.

6 The case was one that involved, I think, just
7 terrible language that was perhaps used by an employer
8 against an employee. It says a party could not establish
9 a prima facie claim for damages resulting from the
10 defendant's tortious conduct with mere bald assertions,
11 permit a plaintiff to legitimately state a cause of
12 action by simply alleging I've suffered emotional
13 distress to be irreconcilable where courts develop the
14 law in this area; whereas Justice Littlejohn, The Court
15 must look for something more in the form of third party
16 witness testimony and other corroborating evidence in
17 order to make a prima facie store of severe emotional
18 distress.

19 And I just -- nobody has brought to my
20 attention any third party evidence or something else that
21 would constitute evidence of severe emotional distress.

22 MR. SANDERS: Your Honor, I've got a case on
23 that, if you'd like me to hand it up.

24 THE COURT: If it's that Ford case --

25 MR. SANDERS: It is, Your Honor.

1 THE COURT: This is the case after that, and
2 I think that Hanson versus Scalise requires that you do
3 more -- let me go back.

4 This one says under the heightened standard
5 of proof of emotional distress, claims emphasized to
6 support a party cannot establish a prima facie claim for
7 damages with mere bald assertions, and so I think that is
8 saying that even in the Ford case, you got to have
9 something beyond somebody saying, My feelings have gotten
10 hurt, that the intentional infliction of emotional
11 distress is not a panacea for wounded feelings.

12 And I think there was one where the doctor
13 told the parents of somebody's child had died or
14 something and that was not found so severe by the Court
15 to establish that cause of action.

16 My inclination right now is considering
17 whether or not to let the cause of action for defamation
18 go forward against the minister, and that is really up in
19 the air. Right now, Mr. Sanders, the allegation of
20 intentional infliction of emotional distress, unless you
21 rehabilitate it with something you can give me in the
22 morning, is quite likely to go out the window, but I'm
23 not shutting the door on it.

24 Yes, sir.

25 MR. NISTAD: Your Honor, the plaintiff also

1 has a cause of action. Plaintiffs have not shown any
2 damages at all. We have not seen one bill, one cent of
3 actual damages.

4 THE COURT: So you're saying as far as proof
5 of damages on that cause of action, that element, that
6 nothing has been presented on it.

7 MR. NISTAD: That's right, Your Honor.

8 THE COURT: All right. All right,
9 Mr. Sanders. That's something else on you, negligence
10 cause of action. He's saying that, well, even if you
11 could show there was a duty, there was a breach of duty,
12 you haven't got anything in the record for the damages,
13 so that wouldn't fly.

14 MR. SANDERS: Your Honor, actually, I do.
15 Regarding damages, plaintiffs have shown that they've
16 suffered trauma, anxiety, humiliation, as per the
17 affidavits that are attached to my memo.

18 THE COURT: I guess he's saying that wounded
19 feelings and being annoyed is an element of damages of
20 negligence.

21 MR. NISTAD: I think those only come into
22 play only when you have some actual damages. It's one of
23 the ways the Court --

24 THE COURT: I'm inclined to agree with you if
25 y'all can get me some case law overnight on that.

1 MR. NISTAD: One element of concern: We
2 reported to the Court this was going to be a four- to
3 five-day case. At this point we're not starting till
4 tomorrow morning. At this point the church is not in --
5 that will create some deficiencies. It's something for
6 the Court.

7 THE COURT: I always get stuck with the cases
8 that are going to be multi-days long. I went to
9 Lexington on a four-day trial and stayed nine. I only
10 have one juror who told me that they could not stay here
11 next week, that if it took Saturday, they were happy to
12 stay on Saturday, but they couldn't stay over. I said,
13 well, we would put an alternate or two on, so if this
14 case would last four or five days, we would need to pick
15 a couple alternates. Unfortunately, they don't pay us
16 any more.

17 Gentlemen, if we find ourselves going forward
18 with this lawsuit, then what we will probably do is we
19 will probably have to -- I will try not to do what one of
20 my favorite trial judges would do to anyone when I tried
21 a case in front of him, and that was to stay there until
22 he got tired, and He never got tired.

23 I'll try not to do that to you, but we may
24 well go till 6:30 or so in the evening to get this
25 information, and we may be required to start at 9:00 in

1 the morning just to keep things moving.

2 MR. NISTAD: If that is the case, on Thursday
3 night I have a class at the Citadel for my MBA. It
4 starts at 5:45.

5 THE COURT: 5:45? Well, bear that in mind
6 when you're cross-examining.

7 All right. Thank you very much. We'll be in
8 recess. Let's get together at 9:30 in the morning, and
9 the jury is coming in at 10:00. It will take them a few
10 minutes to sort of get organized. We'll have the jurors
11 come in at 10:00. I have something set at 9:30 as a
12 matter of settlement. If I can't, somebody else will
13 have to do the matter, and we'll make these final
14 decisions on this.

15 Thank you very much.

16 (Recess taken.)

17 (September 16, 2008.)

18 THE COURT: As I left it yesterday, there had
19 been certain issues that had been raised by the
20 defendant, specifically as related to the First and
21 Fourteenth Amendments and separation of church and state
22 and how that would deprive the Court of jurisdiction to
23 hear a matter such as this, and I left yesterday advising
24 counsel that I was going to do some further research and
25 that my law clerk was going to do some further research.

1 And I had been looking at some of the cases
2 that had been provided to me, either by Mr. Nistad and
3 Mr. Thomas, and I know, Mr. Sanders, I was looking at
4 these cases for the first time yesterday, and you may
5 have also not had a chance prior to yesterday to do a lot
6 of digging, and so I wanted to, in addition to providing
7 myself with an opportunity to take a further look at the
8 cases, I wanted you to have that opportunity as well.

9 And so I think probably before I do anything
10 else, I need to hear from you, after you've had a chance
11 to do some research in the matter.

12 MR. SANDERS: Yes, sir. May it please the
13 Court: T.O. Sanders here for the plaintiffs addressing
14 the question of jurisdiction, Your Honor.

15 I've looked at these cases, and these cases,
16 basically, say that when there are ecclesiastical matters
17 involved, the Court can't intervene, purely
18 ecclesiastical matters. We don't have that in this case.
19 What Reverend Brantley said, what he falsely told the
20 congregation about these guys, is not a matter of faith
21 and religion, and we're not asking the Court to determine
22 whether what he did was appropriate in the way of
23 discipline. That's not what the issue is about.

24 The issue is about the fact that Reverend
25 Brantley lied to the congregation about these guys.

1 handling the rental property, and that's the issue. It's
2 not about where he lied, in church, it's that he lied.

3 Brantley can't go out on the streets or go to
4 a civic club and lie about these guys handling money
5 anymore than he can go into church and lie about these
6 guys handling money. If he's allowed to hide behind the
7 church and lie about these guys, if he carries that to
8 the extreme, the outcome is Reverend Brantley could go
9 into a church meeting and shoot a bunch of people and not
10 be charged with murder. That's the extreme, but if you
11 follow that logic, that's where it takes us, and that
12 just doesn't make sense.

13 This Court, Your Honor, is the only forum
14 that the plaintiffs have to address their grievance.
15 They can't go back to a congregation meeting and say,
16 Reverend Brantley, we're here to clear our names, because
17 what he's going to do is he's going to tell them to sit
18 down and shut up, which is exactly what he told them when
19 they were trying to give their report on the rental
20 property at the May 22nd, 2006 meeting. They don't have
21 redress through the church, and that is not what this is
22 about. If they're not allowed their day in court to
23 clear their name and seek redress for their damaged
24 reputations, then they don't have a forum at all, because
25 this is it.

1 The whole gist of this, Your Honor, is that
2 the place, the church, does not condone the conduct.
3 Reverend Brantley can't hide behind the cloak of the
4 church to lie about people, and from a jurisdictional
5 standpoint, Your Honor, the Court does have jurisdiction
6 to hear this matter because we're not talking about
7 ecclesiastical matters here.

8 THE COURT: All right. Mr. Nistad, anything
9 you'd like to add here?

10 MR. NISTAD: Yes, Your Honor. Last night I
11 went through the Texas case I handed you yesterday and
12 pulled out several cites from that case, and I have those
13 here for you, if you'd like to have a copy of them.

14 THE COURT: All right. Yes, sir.

15 MR. NISTAD: I have already provided
16 Mr. Sanders with a copy of all these cases. I think
17 almost all of those cases, with the exception of, I
18 think, one, deal with a case where there is an allegation
19 of defamation. In all those cases, except for the one,
20 the result was defamation is one of those causes of
21 action that does not outweigh the principles of the
22 First Amendment.

23 So I think that foundational question of
24 defamation, one of those things, personal things, that
25 gets over the First Amendment prohibition, it's not.

1 It's certainly one of those cause of actions that must
2 cede to the power of the First Amendment, and the one
3 case that does not -- oh, I'm sorry, there's two cases.
4 There is a qualified privilege, and I'll get to that in a
5 second. I believe it's the McClure case. I might have
6 the wrong stack.

7 It mentions language in the McClure case. It
8 talks about what happens once a Court takes that first
9 little step into matters of the church. It's written by
10 Justice Clark. Its on the last page, page six, of
11 McClure versus the Salvation Army, and apparently Judge
12 Clark was one of those judges who like to wax poetic,
13 like some of our judges here in South Carolina, but he
14 talked about the breach in neutrality, being the breach
15 of neutral elements of law into church law, and he said
16 the breach of neutrality as an extreme may all too soon
17 become a raging torrent, and I think that's one of the
18 things the Court must guard against, is that once you
19 step forward into examining these matters of the St.
20 Matthew Baptist Church, can you reasonably contour your
21 analysis to a point where it is neutral?

22 With that in mind, moving on to the cases
23 that I've handed up, I know there are several different
24 jurisdictions in those cases, all of which reach the same
25 conclusion, that defamation in the context of church

1 government is not a topic that can be reviewed by the
2 Courts. I think you'll see several quotes that are very
3 similar in these cases, Schoenhals which is a Minnesota
4 case, on the third page, that case dealt with the
5 expulsion of members, and on the third page, it says
6 examination of those reasons and motives would also
7 require an infamous inquiry into the church disciplinary
8 matters.

9 Any time the Court is looking at motives
10 or -- any time the Court looks at the motives of church
11 action, they are going into matters of the church that
12 are prohibited by the Fourth Circuit, and then -- I don't
13 want to go through all these cases, but the Hurd case
14 versus Phillips case I thought was a very good review of
15 the case law in this area, 10 A 2nd 871. It is from the
16 District of Columbia Court of Appeals. Interestingly, in
17 that case, there was four companion cases, all of which
18 are referenced in the opinion, and the first three were
19 all dismissed on lack of subject matter jurisdiction.

20 Matters dealt with in this opinion dealt with
21 defamation, and there is a couple points I'd like to show
22 to the Court. First of all, I think it talks about some
23 of the exceptions to the First Amendment prohibition and
24 those exceptions being set forth in the Serbian case, and
25 that this Court concludes that most of those exceptions

1 are dicta or have been rejected.

2 The Hurd case also points out that the
3 complaint in that case never specifically alleges
4 anything that gets the case past the subject matter
5 jurisdiction requirements, and that complaint in this
6 case doesn't have any special pleading, it just simply
7 says that if there is defamation, and it says what that
8 allegation of defamation is, but it doesn't give any
9 additional allegations that show that that instance of
10 alleged defamation brings it beyond the protection of the
11 First Amendment.

12 I think the Hurd case also mentions that --
13 and most of these cases mention that the First Amendment
14 does not absolutely prohibit the Courts from dealing with
15 matters related to the church and that certain things can
16 go across that line that I mentioned previously
17 yesterday, the line that the Court must draw. And
18 Mr. Sanders' example of Reverend Brantley shooting
19 someone in church certainly goes beyond that line, and
20 here in the Hurd case, on page eight of that opinion, it
21 gives examples such as battery, false imprisonment, or
22 conversion probably would fall within the exception of
23 church immunity set forth in Sherbert because they pose a
24 substantial threat to public safety, peace, and order.
25 Alleged defamation in this case, I don't think, comes

1 close to creating a substantial threat of public safety,
2 peace, or order.

3 One more little excerpt I wanted to bring to
4 your attention, and I may be causing myself problems with
5 this, because the name of this case is beyond my
6 capabilities. It's not in that case. This is a quote
7 that appears in Steven Michael Downs versus Roman
8 Catholic Archbishop of Baltimore. It's a Maryland case,
9 obviously, and there on page three of that opinion, it
10 states questions of trust, falsity, malice, and the
11 various privileges that exist often take on different hue
12 when examined in the light of religious precepts and
13 procedures that generally permeate controversies over who
14 is fit to represent and speak for the church. There
15 they're citing McClure versus the Salvation Army, which I
16 made reference to before.

17 With that case law framework, we go back to
18 the defamation in this case. One of the defenses as
19 available to Reverend Brantley is a qualified privilege.
20 He is a pastor of a church. He has a duty and a right to
21 speak to the congregation of church people. At that
22 meeting were members of the congregation of that church.
23 They had an interest in hearing what he said.

24 The quote from the Downs case specifically
25 says if you go into the truth or falsity of a statement

1 or whether or not there is malice, you wouldn't
2 necessarily have to go into the matters of the church.
3 They're impermissible by the First Amendment, and the
4 case law clearly shows that when you look at this
5 specific matter, you're treading on thin ice.

6 Just real quickly, to bring up a couple
7 points, or address a couple points Mr. Sanders made, this
8 is an ecclesiastical matter. Mr. Sanders says himself
9 yesterday, it's a power struggle within the church. It's
10 trustees versus a pastor who holds the power, who
11 exercises that power, to resolve the differences between
12 these men. You must look at issues of church government.

13 The church constitution is going to be for,
14 that is, the church government. Mr. Holmes, volume two
15 of his deposition, I asked him: Okay. And this is on
16 page seven of his deposition, and it was taken on
17 September 27th, 2007, which is an exhibit to my motion.

18 It says: Did you take the view that as part
19 of -- I'm sorry. I start out on line seven. I asked: I
20 believe you said in the first part of this deposition
21 that you thought that the purchase of the church, you
22 thought that if the church purchased property around the
23 existing church facilities, it would be beneficial for
24 the church, correct?

25 Answer: That is correct.

1 Question: Okay. And did you view that as a
2 part of the church's ministry?

3 Oh, yes, sir, is his answer.

4 And on page eight, Mr. Holmes goes on to
5 describe more about the ministry of the church. He said
6 all the various organizations of the church support that
7 spiritual ministry. It is an outreach program to carry
8 the ministry into the streets, if you will, into the
9 neighboring communities, to provide services to those in
10 the community, to encourage those in the community to
11 come to the church for spiritual guidance.

12 And then later on, on page eight, Mr. Holmes
13 describes specifically the decision process to purchase
14 this apartment complex. He said -- in referencing a
15 conversation with Reverend Brantley, he said, We address
16 the need for such things, which I would purport to him is
17 a family life center, for example, so the goal of this
18 purchase of this property was to further the industry of
19 church.

20 THE COURT: Okay.

21 MR. NISTAD: So I think this is
22 ecclesiastical. I think it's church government, and
23 defamation certainly falls within that realm of causes of
24 action that are prohibited by the First Amendment.

25 THE COURT: All right. Thank you.

1 Mr. Sanders?

2 MR. SANDERS: Your Honor, if I may, I'd like
3 to distinguish these cases that have just been discussed
4 from our situation, and I want to start with the Hurd
5 case, Hurd v. Johnson. In this case, a pastor was
6 terminated by a church body, but he wouldn't stop
7 preaching, continued to preach, and so the lawsuit was
8 filed as an injunction to get him to stop.

9 And what the Court says in here is that this
10 preexercise clause prohibits civil court interference and
11 disputes between ministers and churches that extends
12 defamation claims win. The claim flows entirely from an
13 employment dispute between the church and its pastor.

14 Well, we don't have an employment dispute
15 here. We have two guys who were volunteers as trustees
16 who were slandered. Then it goes on to say the alleged
17 publication is confined within the church.

18 Word got around. Everybody in the community
19 knows about this. It wasn't just confined to those
20 members of the church, and then it says that this free
21 exercise clause prohibition applies when there is no
22 unusual or egregious circumstances.

23 Well, we have that in this case, because the
24 pastor lied about these guys without checking with the
25 finance officer first to determine that all the money was

1 accounted for. That is certainly egregious. So, again
2 that, is the Hurd case, and that is how it's different
3 from our situation.

4 This Downs case has to do with sexual
5 misconduct of staff members, and the lawsuit arose out of
6 that. Again, the plaintiffs aren't staff members of the
7 church, nor are they any kind of employee whatsoever.

8 The next case I want to look at is the
9 Schoenhals case, and in this case, the plaintiffs were
10 expelled as members of the church. Well, our plaintiffs
11 haven't been expelled as members of the church. They're
12 not bringing this lawsuit to try to get back into the
13 church, or to try to be trustees again, for that matter,
14 and in this case, the Court -- or the case lays out why
15 these members were expelled. They just weren't good
16 members. They were stirring up dissension in the church.
17 They weren't tithing. They were creating animosity and
18 strife. They were lying. Again, that is far afield from
19 what we're talking about in our case.

20 Next case I'd like to look at is this case
21 out of Texas, the Patton case. This involved the United
22 Methodist Church, certainly not the same church we're
23 talking about here, and the United Methodist Church
24 congregation doesn't have a say in church affairs. They
25 don't have church business meetings. They are appointed

1 a preacher by the bishop, and they're stuck with that
2 preacher until it's time for him to move on.

3 In the Patton case, Patton was employed as a
4 youth minister, and he was fired because of the way he
5 interacted with girls at the church, and this case turns
6 on the appeal of a church decision to fire an employee
7 where that decision to fire the employee is then
8 addressed in civil court, and, again, in our case, this
9 case isn't about the removal of these guys as trustees.
10 The case is about the false allegations that the Reverend
11 Brantley made.

12 The Anderson case is another case that was
13 discussed yesterday, and I wanted to mention this
14 briefly. In the Anderson case, this lawsuit was filed by
15 two former members, a Jehovah's Witness church who had
16 been expelled from the church membership, and, again,
17 this Anderson case did involve purely ecclesiastical
18 claims involving questions of faith and religion, but our
19 case is not about questions of faith and religion, our
20 case is not about whether or not these guys should have
21 remained on as trustees.

22 The case is about Reverend Brantley's
23 misconduct. The Clevenstein case was another case that
24 we looked at yesterday, and in this case, the plaintiff
25 sued United Methodist Church when she was referred to by

1 church officials as having the spirit of Satan. What the
2 Court said in that case is because the spirit of Satan
3 could have a secular meaning, plaintiff's claims should
4 not have been dismissed. They should have been
5 entertained by the civil court.

6 Defendant Brantley's false allegations that
7 these plaintiffs misappropriated money certainly has a
8 secular meaning. If Reverend Brantley were to go to the
9 Kiwanis' Club and say that about these guys, it would
10 have the same meaning there as it did at the church
11 meeting. And what he said impacted the plaintiffs
12 outside the walls of the church and the secular
13 community, so, again, you can't hide behind the cloak of
14 the church to lie about these guys any more than you can
15 hide behind the cloak of the church to physically injure
16 people inside the church, pointing a gun at them or
17 shooting them or what have you.

18 THE COURT: I do think that the Courts have
19 clearly drawn distinctions between physical assaults by
20 churches and other things that happen within churches.
21 They have always said that those are matters of such
22 public concern that physical assaults, sexual
23 improprieties, and things like that are always within the
24 purview of the civil court. Defamation, as a general
25 rule, is not within the purview of the civil court.

1 MR. SANDERS: What these cases that we've
2 looked at tell us is that they have arisen out of
3 situations where the church made a decision to terminate
4 employees for misconduct and that defamation is related
5 to that termination as employees.

6 In this case, our plaintiffs aren't
7 employees. The Roman Catholic Church has certainly taken
8 a lot of heat for what their ministers there have done to
9 alter boys, and, you know, the question is where do you
10 draw the line? And where you draw the line is when a
11 pastor abuses his position to lie about and to hurt his
12 parishioners, that's where you draw the line, whether
13 it's sexual misconduct or --

14 THE COURT: Let me sort of bring this thing
15 to a conclusion: The Texas case that we were talking
16 about yesterday, the Patton case, and the Clevenstein
17 case that you talked with coming out of Iowa I think both
18 encompass some general propositions about the Court's
19 involvement with matters that arise out of a religious or
20 church setting.

21 Normally, Courts do not get involved in
22 matters of doctrine or matters of discipline or
23 determining who is or who is not entitled to be a church
24 member or who is or is not entitled to be a church
25 officer. I have read the pleadings and I have read the

1 affidavits, and I think what was said by these plaintiffs
2 in their pleading and what was said, I believe, Ms. Roche
3 in her affidavit as well is, in fact, what was stated
4 yesterday, that it's a fight for church control.

5 It appears that there are money issues
6 involving that church, whether I think I understood the
7 history provided to me that the church has moved from the
8 downtown location to a location now in the North
9 Charleston area, and perhaps cash flow arises out of
10 people not wanting to go to North Charleston to worship.

11 Who knows? But in any event, there may be
12 some shortcomings to that. The cases also talk to us
13 about people who voluntarily become members of a
14 religious organization agree to be bound by the rules of
15 those religious organizations.

16 I think that likewise applies to individuals
17 who accept church offices, such as trustees in this
18 particular church dispute. There was a congregational
19 meeting on May 22 of 2006. There is some allegations
20 that some people who normally don't care about that kind
21 of stuff were at the congregational meeting, but there is
22 no indication, nothing alleged in the pleadings, nothing
23 stated in the affidavits, that anybody who was at that
24 congregational meeting was not a congregant.

25 MR. SANDERS: Your Honor, we actually do

1 have that affidavit --

2 THE COURT: Well, I hadn't seen anything in
3 the pleadings about publications outside of this
4 congregational meeting, and that is the lawsuits in the
5 meeting of May 22, 2008 is this discussion was being held
6 as to whether or not these plaintiffs should continue to
7 operate as trustees. Reverend Brantley is accused of
8 characterizing their actions as misappropriation of
9 money, indicating that they were involved in some
10 criminal activity.

11 But they were, in fact, an instrument of
12 Satan, sort of like the Clevenstein case that you talked
13 about states, but I think one of the distinctions that
14 exist between what's before me now and that case and the
15 cases where Courts have become involved, have been cases
16 where, clearly, there was publication outside of the
17 church meeting, and the Clabbers case, I think it said
18 not only did the pastor send letters to the congregation,
19 but the pastor sent maybe a letter to either a newspaper
20 or some news organization and was losing its qualified
21 privilege when it did that. But I think all of the cases
22 talk about when discussions are held about people's
23 performance of their duties that things may be said that
24 would otherwise be actionable.

25 If it had been said at the Kiwanis' Club by

1 the pastor of the church, it would have been otherwise
2 actionable, but when it was said within the confines of a
3 church meeting for purposes of determining whether or not
4 to allow certain people to remain as trustees, that that
5 was proper. You can't make a determination as to whether
6 or not somebody should remain in a position without
7 airing a little bit of dirty laundry.

8 I'm looking at Mr. Holmes' affidavit, and he
9 says, After I was able to show minutes from prior
10 meetings where the rental property was discussed,
11 Reverend Brantley said he just couldn't work with the
12 other plaintiffs and me, indicating that obviously there
13 was some opportunity that these plaintiffs had at that
14 church meeting to refute some of what was being said.

15 Now, if there is some Kiwanis' Club
16 communication by this pastor of defamatory nature against
17 these individuals, that may be something for a different
18 day, but based upon this case as it exists now, I do not
19 think I have jurisdiction to hear this matter, and I am
20 going to grant -- I've already granted the church's
21 motion on those grounds and, I am also going to grant
22 Reverend Brantley's motion on those grounds as well.

23 As I say, you had mentioned yesterday
24 something about -- and I couldn't tell the context, but
25 somebody independently approaching Reverend Brantley for

1 payment of a bill, and Reverend Brantley having at that
2 time said, We don't have any money. These bad people
3 stole it all.

4 Well, I don't know the context of that, and
5 that could, I think, be something that the Court would
6 have to look at differently, Mr. Nistad, as to whether or
7 not that gets outside of that type of protection that is
8 normally available for church business to be discussed at
9 church meetings, open and fully, and inside a protection
10 of the First Amendment. I don't know. I don't know
11 whether we'll see this again in a different format or
12 not, but as it is presented to the Court today, that is
13 going to be my ruling.

14 MR. SANDERS: Thank you, Your Honor. May I
15 move for reconsideration at this time?

16 THE COURT: Yes, sir.

17 MR. SANDERS: I'd like to ask you to
18 reconsider your situation to allow me to amend paragraph
19 seven of my pleadings to add and to others. What this
20 paragraph says is that Reverend Brantley spoke a false
21 message with a defamatory meeting concerning the
22 plaintiffs to the congregation of St. Matthew Baptist
23 Church. I would like to amend that to add and to others.
24 The basis for that is my affidavit of Samuel Bell, the
25 gentleman that you just discussed.

1 THE COURT: All right. That is different
2 from a reconsideration of my ruling. You're now at this
3 particular point asking to be allowed to amend your
4 pleadings, to allege that this defamatory statement was
5 made outside of the normal scope of a church meeting that
6 would be protected. I think that you have a three-year
7 statute of limitations on this matter. I'm assuming --
8 have you got any question about that one way or another?
9 But I would think the May 22, 2006 meeting would be
10 within a normal three-year statute of limitations. I
11 don't think this --

12 MR. SANDERS: We have another year, Your
13 Honor.

14 THE COURT: I don't think the normal two
15 years type thing that may apply in the Tort Claims Act
16 applies under title 33 to a nonprofit corporation.

17 MR. NISTAD: I don't have that off the top of
18 my head, Your Honor.

19 THE COURT: So I think I would be proper to
20 deny that motion at this time because I have ruled. I
21 think if you want to start the case again, it would be
22 better to start the case again, because I've already
23 ruled that the aspect of communications from the
24 congregation doesn't give you a cause of action, so you
25 are, in essence, adding a brand new claim by claiming

1 that it was made from somebody perhaps to whom a
2 privilege did not exist, or perhaps under circumstances
3 where it's not under the umbrella of what took place as
4 proper congregational meeting, because I don't know at
5 this particular point in time whether the affidavit
6 you're referring to was about someone who is a
7 congregant, isn't a congregant.

8 MR. SANDERS: He's not a congregant.

9 THE COURT: So I think this is something that
10 needs to be explored through new pleadings if you decide
11 to do that.

12 MR. SANDERS: Thank you, Your Honor.

13 The other point I would like to make with my
14 motion to reconsider is that neither Reverend Brantley
15 nor the church has ever shown that these plaintiffs did
16 anything wrong. They haven't been able to show any
17 misconduct. All these cases that we've talked about
18 involve misconduct on the part of either church members
19 or employees. They're all different from our situation,
20 so based on that, I would ask the Court to reconsider its
21 decision.

22 THE COURT: Well, normally defamatory
23 statements, if they're going to be defamatory, they have
24 to be untruthful, and as I said, normally the Courts hold
25 defamatory statements made within the context of

1 appropriate church organizations and meeting are taken
2 care of, so I don't think that is really a distinction.
3 I don't think they have to prove the truth of the
4 statements in order to still be under that church
5 protection, so I respectfully deny your motion on that as
6 well.

7 MR. SANDERS: Thank you, Your Honor.

8 THE COURT: Thank y'all very much.

9 - - -

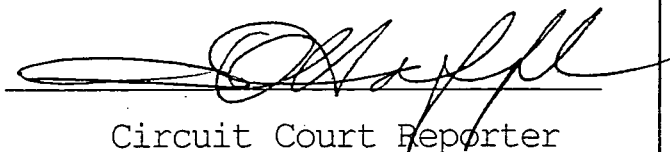
10 (Whereupon, the proceedings were concluded.)

11 - - -

I, the undersigned Amanda K. Haffenden, RPR, CRR, Official Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court for Charleston County, South Carolina, on the 15th and 16th of September 2008.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

November 25, 2008



Circuit Court Reporter

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Ira Banks, James Bell, and Vernon Holmes,)
)
Plaintiffs,)
)
vs.)
)
St. Matthew Baptist Church, an)
unincorporated association, and)
Clinton Brantley,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2007-CP-10-0896

AFFIDAVIT OF IRA BANKS

FILED
2008 SEP 15 AM 8:59
JULIA ANTHONY
CLERK OF COURT

I, Ira Banks, provide this affidavit made upon my personal knowledge, or upon information and belief after a reasonable inquiry, as to matters I believe to be true. I am competent to testify to the matters stated herein.

1. I am a Plaintiff in this action. I have been a member of St. Matthew Baptist Church since 1993. My wife and I were married in the church. At St. Matthew Baptist Church, I have served as Vice-Chairman of the Trustee Board, member of the Finance Committee, and member of the Brotherhood.

2. I have worked at Southern Development Management Co. since 2002. I am an area manager. I supervise property managers at various apartment complexes in the area. I have a BS in Marketing from SCSU.

3. I was present at the May 22, 2006 business meeting at St. Matthew Baptist Church when Rev. Clinton Brantley told the attendees that the other Plaintiffs and I misappropriated \$300,000.00 from the church. I had reported on all of my activities at previous meetings, so I was shocked by what he said.

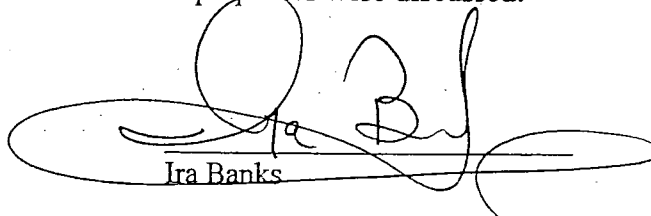
4. Rev. Brantley's false accusations were stated with malice, recklessness, and ill will. He never approached the other Plaintiffs or me before this meeting to discuss the facts. He never discussed the facts with Finance Officer Francina Roche who reported all money accounted for. Rev. Brantley knew his allegations were not the truth when he made them.

5. Rev. Brantley intended to hurt the other Plaintiffs and me because we had stood

up to him when he tried to spend more money than the church had in its budget. As trustees, the other Plaintiffs and I were charged with taking care of the church's assets. Rev. Brantley didn't like being told no when he wanted to spend the church's money, so he became angry at us over the way we performed our duties as trustees.

6. Rev. Brantley's allegations shocked, embarrassed, annoyed, and humiliated me. I have suffered mental anguish, trauma and anxiety worrying about what other people think of me. The African American Church Community in Charleston is very small. Word travels fast. People in the community are still talking about Rev. Brantley's allegations. I am not as outgoing as I was before May 22, 2006. I tend to stay home a lot. I stepped down as an officer in my fraternity, Omega Psi Phi. I have been very upset about Rev. Brantley's allegations because he acted underhanded.

7. It hurts me that Rev. Brantley injured the reputation of the other Plaintiffs and me. Deacon Lewis Waring and Roy Gillard were involved in making these allegations also. I never imagined that someone could be hurt in front of the church the way that the other Plaintiffs and I have been hurt. Church is supposed to be a refuge. As the pastor, Rev. Brantley was held in high esteem by those who attend the church. I respected his position as pastor. To me and to those who attend the church, a pastor represents God. A pastor preaches God's word. The pastor isn't supposed to lie about people, tear them down, or harm their reputations. By virtue of this position of authority, a pastor has a duty to lead the church and to lead others to Jesus Christ. Other church officials such as Deacon Lewis Waring and Roy Gillard also have a duty to run the church and to help the pastor to minister. They should not have allowed Rev. Brantley to make false allegations against the other Plaintiffs and me. They didn't do anything to try to stop Rev. Brantley from making false allegations. They knew Rev. Brantley's allegations were false, because they had been in the meetings when the rental properties were discussed.



Ira Banks

North Charleston, South Carolina 29406

Sept 12th, 2008
Charleston, South Carolina

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF CHARLESTON)

APPEARED AND SUBSCRIBED before me by *Ira Banks*, the declarant, who I either know or had satisfactory evidence that (s)he was the person described in and who executed this Affidavit, this 12 day of September, 2008.

Jale D. Moore
Notary Public for South Carolina
My commission expires: March 14, 2015

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Ira Banks, James Bell, and Vernon Holmes,)

Plaintiffs,)

vs.)

St. Matthew Baptist Church, an)
unincorporated association, and)
Clinton Brantley,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2007-CP-10-0896

AFFIDAVIT OF JAMES BELL

BY _____

JULIE J. ARMSTRONG
CLERK OF COURT

2008 SEP 15 AM 8:59

FILED

I, James Bell, provide this affidavit made upon my personal knowledge, or upon information and belief after a reasonable inquiry, as to matters I believe to be true. I am competent to testify to the matters stated herein.

1. I am a Plaintiff in this action. I have been a member of St. Matthew Baptist Church since 1988. My wife and I were married there in 1970. At St. Matthew Baptist Church, I have served as Interim Chairman of the Trustee Board, Director of the Food Bank, and Chairman of the Real Estate Committee.

2. I am retired from the United States Air Force after 20 years of service, and I am a veteran of the Vietnam War. Currently, I serve as the ombudsman for the City of North Charleston where I have worked for the last 16 years.

3. I was present at the May 22, 2006 business meeting at St. Matthew Baptist Church when Rev. Clinton Brantley told the attendees that the other Plaintiffs and I misappropriated \$300,000.00 from the church. When I tried to pass out some documents showing that the rental property was discussed at previous meetings, Rev. Brantley told me to stop. Rev. Brantley told the attendees that he just couldn't work the other Plaintiffs and me.

4. Rev. Brantley's false accusations were stated with malice, recklessness, and ill will. He never approached the other Plaintiffs or me before this meeting to discuss the facts. He never discussed the facts with Finance Officer Francina Roche who reported all money accounted for. Rev. Brantley knew his allegations were not the truth when he made them.

5. Rev. Brantley intended to hurt the other Plaintiffs and me because we had stood up to him when he tried to spend more money than the church had in its budget. As trustees, the other Plaintiffs and I were charged with taking care of the church's assets. Rev. Brantley didn't like being told no when he wanted to spend the church's money, so he became angry at us over the way we performed our duties as trustees.

6. Rev. Brantley's allegations shocked, embarrassed, annoyed, and humiliated me. I have suffered mental anguish, trauma and anxiety worrying about what other people think of me. The African American Church Community in Charleston is very small. Word travels fast. People in the community are still talking about Rev. Brantley's allegations. This causes a lot of stress on me.

7. On August 19, 2006 on behalf of the City of North Charleston, I gave a welcoming speech at the NAACP Banquet. Before I stood up to give my speech, a man asked me if I was still ripping off the church. It was humiliating.

8. It hurts me that Rev. Brantley injured the reputation of the other Plaintiffs and me. Deacon Lewis Waring and Roy Gillard were involved in making these allegations also. I never imagined that someone could be hurt in front of the church the way that the other Plaintiffs and I have been hurt. As the pastor, Rev. Brantley was held in high esteem by those who attend the church. I respected his position as pastor. To me and to those who attend the church, a pastor represents God. A pastor preaches God's word. The pastor isn't supposed to lie about people, tear them down, or harm their reputations. By virtue of this position of authority, a pastor has a duty to lead the church and to lead others to Jesus Christ. Other church officials such as Deacon Lewis Waring and Roy Gillard also have a duty to run the church and to help the pastor to minister. They should not have allowed Rev. Brantley to make false allegations against the other Plaintiffs and me. They didn't do anything to try to stop Rev. Brantley from making false allegations. They knew Rev. Brantley's allegations were false, because they had been in the meetings when the rental properties were discussed.

9. Since the May 22, 2008 business meeting, I have suffered two heart attacks. The first was in June 2007. The second was in July 2008. I believe that the stress created by Rev. Brantley and St. Matthew Baptist Church contributed to my heart attacks.

James Bell
James Bell

North Charleston, South Carolina 29405

12 Sep. 08, 2008
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

APPEARED AND SUBSCRIBED before me by *James Bell*, the declarant, who I either know or had satisfactory evidence that (s)he was the person described in and who executed this Affidavit, this 12 day of September, 2008.

John D. Meier
Notary Public for South Carolina
My commission expires: March 14, 2015

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Ira Banks, James Bell, and Vernon Holmes,)

Plaintiffs,)

vs.)

St. Matthew Baptist Church, an)
unincorporated association, and)
Clinton Brantley,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2007-CP-10-0896

AFFIDAVIT OF MARGARET V. BELL

FILED
2008 SEP 15 AM 11:06
JULIE A. HARRIS
CLERK OF COURT

I, Margaret V. Bell, provide this affidavit made upon my personal knowledge, or upon information and belief after a reasonable inquiry, as to matters I believe to be true. I am competent to testify to the matters stated herein.

1. I am the wife of Plaintiff James Bell. I have been a member of St. Matthew Baptist Church for a long time. At St. Matthew Baptist Church, I have served as Director of the nursery department, choir, Sunday School teacher, Education and Achievement Committee and Missionary Society.

2. Additionally, I was on the Search Committee which hired Reverend Brantley, and I voted for him. The vote to elect Reverend Brantley was very close. Many people who voted against him did so because he was at so many different churches. I attributed this to the fact that he was on active duty in the Air Force and that he had a church near each base, and that he would have to leave that church each time the Air Force transferred him to a new base. However, I have since learned that his former church in Wilmington, North Carolina was glad that he left them for St. Matthew Baptist.

3. My husband, James Bell, was the Interim Chairman of the Trustee Board up until May 22, 2006. Tension between my husband and Reverend Brantley developed when Reverend Brantley figured out that my husband was not a "yes" man. Reverend Brantley got angry when he came to my husband and to the trustees for payment of certain expenses in which he was denied because my husband did not feel like it would be in the best interest of the church.

4. When I and others on the Search Committee interviewed him, Reverend Brantley told us that he would not be involved in the church's finances. I took him at his word on this. Since he has become Pastor, Reverend Brantley appears to be more concerned about controlling the church's money than about leading people to Christ. Reverend Brantley says that he is the CEO of the church. However, he is not. Our church is not set up to have a CEO. Deacon Lewis Waring started this talk about the Pastor being the CEO, and Deacon Brockington continues to say it.

5. I attended the May 22, 2006 meeting with my husband. It was a regularly scheduled quarterly meeting. I expected it to be the same as any other quarterly meeting with reports from the various groups in the church. At this meeting, there was an unusually large number of attendees -- probably more than 100. This was unusual because usually only about 50 people attended the meetings. People attended who I didn't even know and who I had never seen before.

6. Instead of following the normal procedure of reports from various committees, Reverend Brantley said that he wanted to do his State of the Church Address. Reverend Brantley said that my husband, Ira Banks and Vernon Holmes misappropriated money; that they mortgaged the church for \$300,000.00; and that he knew nothing about it. Reverend Brantley went on to say that these men did not respect him as Pastor and that he could not work with them. Reverend Brantley made it sound like these gentlemen were doing things to the detriment of the church without telling him. I stood up to speak at the meeting, but Reverend Brantley refused to call on me. Reverend Brantley made a motion to have my husband, Mr. Banks and Mr. Holmes removed from their positions, and then someone in the audience seconded the motion. After this church meeting, we lost many members and the church has slipped further into financial decline.

7. For a while, the word on the street was that my husband, Ira Banks and Vernon Holmes stole money from the church. Later, an article appeared in The Chronicle newspaper which cleared up the misconception. Additionally, other trustees began speaking out that my husband, Mr. Holmes and Mr. Banks did nothing wrong.

8. My husband has been very upset by the way Reverend Brantley treated him, Mr. Banks and Mr. Holmes at the May 22, 2006 meeting. He still talks about it every day. Since that

time, he has lost about 15-20 pounds from what I consider to be worry. Also, he stays at home more. He is not as outgoing as he used to be, and he doesn't want to be around other people as much. He appears not to feel as well as he used to.

9. My husband has both a pacemaker and a defibrillator. Sometime after the May 22, 2006 meeting, my husband was hospitalized and was in intensive care for his heart. EMS picked him up at home and carried him to the hospital. They had to shock him on the way to the hospital to keep his heart beating. I believe that some of his heart trouble has been due to the stress that Reverend Brantley put him under as a result of accusing him of misappropriating the church's money.

10. Another source of conflict between my husband and Reverend Brantley was the food bank. This is a federal program. My husband had a key to the food pantry. The food was to be distributed according to strict federal guidelines. However, Reverend Brantley kept asking my husband for a key to the food pantry. When my husband said no, Reverend Brantley became upset with him.

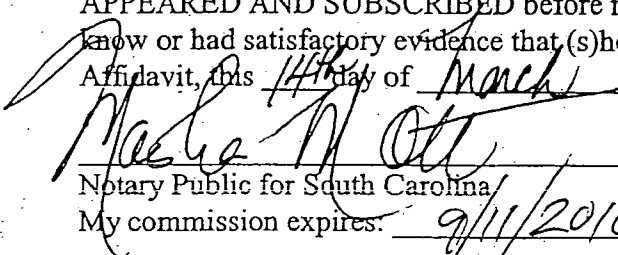

Margaret V. Bell

North Charleston, South Carolina 29405

3/14/08, 2008
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

APPEARED AND SUBSCRIBED before me by *Margaret V. Bell*, the declarant, who I either know or had satisfactory evidence that (s)he was the person described in and who executed this Affidavit, this 14th day of March, 2008.


Notary Public for South Carolina

My commission expires: 9/11/2010

State of South Carolina
County of Charleston

Affidavit of
Samuel Bell

PERSONALLY, appeared before me after being duly sworn deposes and
states:

My name is Samuel Bell. I am 53 years of age and my address is/

Goose Creek, SC. I am the owner of Bell's Painting Company. My
phone # is 843-270-0976. I was hired to do some painting and carpentry
work at St. Matthew Baptist Church. My last date of work on the church
was June, 2006. I have not been paid in full as of this date I am owed
\$14,000.00. I talked to Rev. Brantley in person to inquire as to why he
hasn't paid my fee for the work I have completed. Rev. Brantley stated that
the church was mortgaged without his knowledge and that money was
missing and he didn't know where it went. This was the excuse Rev.
Brantley used to justify why I haven't been paid to this point.

Samuel Bell
Samuel Bell

Sworn to before me this

25th day of September, 2006

Barry B. Ellerbe
NOTARY FOR SOUTH CAROLINA
My Commission Expires: 8/11/2011

FILED

2008 SEP 15 AM 11:02

JULIE J. ARISTONG
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Ira Banks, James Bell, and Vernon Holmes,

Plaintiffs,

vs.

St. Matthew Baptist Church, and unincorporated
Association, and Clinton Brantley,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2007-CP-10-0896

AFFIDAVIT OF DEBORAH CRAWFORD

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2008 SEP 15 AM 11:07
CLERK OF COURT
JAMES IRON

I, Deborah Crawford, provide this affidavit made upon my personal knowledge, or upon information and belief after a reasonable inquiry, as to matters I believe to be true. I am competent to testify to the matters stated herein.

1. I have been a member of St. Matthew Baptist Church for about 26 years.
2. At St. Matthew Baptist Church, I am President of the Deaconess Board; member of the women's auxiliary; secretary for the Women's Executive Board; I worked with the Girl Scouts from 1989 through 1992; and I serve as State Historian in the WBEM Convention of South Carolina.
3. I am a retired school teacher.
4. I attended the May 22, 2006 Congregational Meeting at St. Matthew Baptist Church.
5. Reverend Clinton Brantley began the meeting by saying that Ira Banks, James Bell and Vernon Holmes took it upon themselves to use the church as collateral to buy rental property which was worth less than the church. Reverend Brantley said he did not know anything about them doing this.
6. Reverend Brantley mentioned that a large sum of money was involved. I remember it being more than \$200,000.00.
7. Reverend Brantley implied that Ira Banks, James Bell and Vernon Holmes misappropriated a large sum of money, that they exceeded their authority as trustees, and that they did not keep him informed of what they were doing. Reverend Brantley's comments and actions called into question the honesty, integrity, virtue and reputation of Ira Banks, James Bell and Vernon Holmes.
8. After Reverend Brantley made this serious allegation, I stood up and asked him whether an audit had been done and whether or not he had written proof of this allegation. Neither Reverend Brantley, nor anyone else on either his behalf or the church's behalf, answered me. I consider this action to be premature since we did not have an auditor to go over our financial records.
9. After Reverend Brantley made the allegation, there was time for the congregation to

discuss the issue. Some people asked questions and some got explanations but no actual proof. Then there were people who asked excessive questions about issues and they were ignored completely.

10. Francina Roche, the church finance officer, stood up and gave a detailed financial report. She reported that all of the church's money was accounted for.

11. Vernon Holmes stood up and passed out some material containing facts and figures about the rental property. He did a good job explaining the details about the purchase of the rental property. James Bell stood up and spoke out also. I think he also passed out some written material. Some congregants were receptive to receiving the material. Other congregants said that Holmes and Bell could not pass out the material.

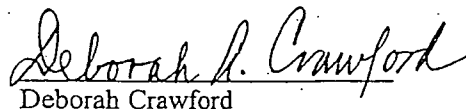
12. Both Vernon Holmes and James Bell were rushed by the moderator of the meeting. It did not appear that they were given adequate time to explain their side of things.

13. At the meeting, people were in attendance who I had not seen at a church meeting in years. Also, people were there (I am not sure of their status) who I had not seen at church meetings in the past when the rental property was discussed.

14. Reverend Brantley ran the meeting like he runs all of his meetings. He likes to have control of meetings, and he pursues his own agenda at the meetings. There is never an open portion on the agenda for the congregation to be heard on any topic at the church meetings. There is never any real discussion about anything, because Reverend Brantley does not allow it. We stick to the agenda.

15. In February 2007 while attending a deaconess meeting, Reverend Brantley appeared with Deacon Lewis Waring, who is chairman of the deacons. Normally, they do not attend deaconess meetings, because deaconesses are females. Despite only four of the 18 deaconess members being present, Reverend Brantley and Deacon Waring insisted that we vote on a new officers of the deaconess board. A vote was taken, and I was re-elected. However, I was told that my presidency would only be temporary. Also at this deaconess meeting, Deacon Waring told me that my use of words toward Deacon Heyward were inappropriate and harsh.

16. In past congregational meetings, Deacon Benjamin Brockington has made the comment that Reverend Brantley is like the CEO of the church. I agree that he is my spiritual leader, but not CEO of the church. The church is not a multi-profitable corporation and it is not consistent with the church's constitution.


Deborah Crawford

Summerville, SC 29483

Summerville, South Carolina

STATE OF SOUTH CAROLINA

PROBATE

APPEARED AND SUBSCRIBED before me by *Deborah Crawford*, the declarant, who I either know or had satisfactory evidence that (s)he was the person described in and who executed this Affidavit, this /s/

Ida D. Mearns

Notary Public for South Carolina

My commission expires: March 14, 2015

State of South Carolina
County of Charleston

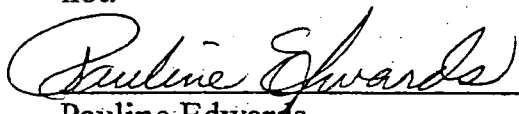
Affidavit of
Pauline Edwards

PERSONALLY, appeared before me after being duly sworn deposes and states:

That my name is Pauline Edwards and I reside
Creek, SC 29445. I am employed at Charleston Progressive Academy. I
grew up from a young child as a member of St. Matthew Baptist Church and
have held numerous positions over the years. On May 22, 2006, I attended a
called meeting at St. Matthew Baptist Church. The meeting was presided
over by Rev. Dr. Brantley, pastor of St. Matthew Baptist Church. Rev. Dr.
Brantley has presided over all meetings since he was appointed. Rev.
Brantley made it known to the congregation of approx. 100 or more people
in attendance that the church was mortgaged, and that he didn't know
anything about it. Rev. Brantley went on to say that an apartment building
was purchased and that the Trustees didn't place any insurance on the
building. Rev. Brantley pointed directly at Trustee James Bell, Trustee Ira
Banks and Trustee Vernon Holmes and accused them of placing the
mortgage on the church unbeknownst to Rev. Brantley. I recalled
specifically at a subsequent meeting at the church, where Rev. Brantley
presided, that Mr. Holmes, Mr. Bell and Mr. Banks kept Rev. Brantley
informed as to the status of the property search. I recall there being a

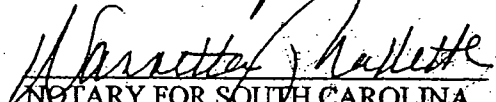
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CLERK OF COURT
BY Goose

meeting where the real estate committee, consisting of James bell, Ira Banks and Vernon Holmes, discussed with Rev. Brantley what closing attorney was to be hired to conduct the closing. I recalled that Rev. Brantley even made a suggestion as to what bank he preferred the real estate committee to solicit. The statement made by Rev. Brantley that the church was mortgaged without his knowledge is untrue. Based on that statement, the voting congregation voted to strip Ira Banks, James Bell and Vernon Holmes of their Trustee position at St. Matthew Baptist Church. Further Affiant Sayeth not.


Pauline Edwards

Sworn to before me this

30 day of September, 2006


NOTARY FOR SOUTH CAROLINA
My Commission Expires: 4/28/2015

State of South Carolina
County of Charleston

Affidavit of
Marie Virginia Grant

PERSONALLY, appeared before me after being duly sworn deposes and states:

That my name is Marie Virginia Grant and I reside at Ladson, SC 29456. That I was employed at Saks Fifth Ave. Charleston for nine years and I'm retired. That I have been a member of St. Matthew Baptist Church for many years. That I am a Trustee and the Church Clerk at St. Matthew Baptist Church. That my duties as the church clerk were to take the minutes at various meetings held at St. Matthew Baptist Church. That I recall that in 2003 that Rev. Brantley organized a committee to purchase real estate and appointed James Bell as the chairman of the real estate committee for St. Matthew Baptist Church. That the duty of the board was to locate distressed properties in and around the area of St. Matthew Baptist Church and to make a recommendation to Rev. Brantley and to the congregation to approve the purchase.

That on June of 2004, at a church meeting at St. Matthew Church where Rev. Brantley presided over the meeting it was brought to the attention of the congregation that the real estate committee needed approval to pursue investment properties for sale and to allow the real estate committee to act on the church behalf to be able to contract and purchase the property. That

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JULIE A. BRANTLEY
CLERK OF COURT

the motion was approved at the meeting in June for the committee to act on behalf of the church and upon locating properties for sale the committee was given authorization by the church members and Rev. Brantley to purchase properties without having to wait for a called meeting.

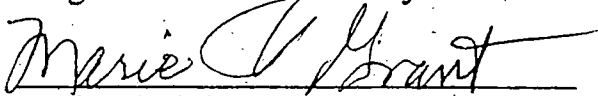
That the motion was approved at the meeting in June for the committee to act on behalf of the church upon locating properties for sale. The committee was given authorization by the church members and Rev. Brantley to purchase properties.

That Rev. Brantley was the chairperson at all the real estate committee meetings. That Rev. Brantley was present and chaired a meeting in June 2004 where Rev. Brantley recommended that the real estate committee use First Citizens Bank to finance any acquired property. That at this meeting Rev. Brantley and the church congregation approved a motion that gave the real estate committee the approval to buy the property at the recommended price and to secure a bank loan to acquire the property

That on May 22, 2006, Rev. Brantley chaired a church meeting.

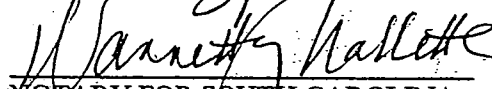
At the meeting, Rev. Brantley told the congregation that the trustees had mortgaged the church and he didn't know anything about it. Also, Rev. Brantley said that he had not been informed of the situation. He was deceived throughout the process.

That Rev. Dr. Brantley called for a vote to have Vernon Holmes, James Bell and Ira Banks removed from their appointed positions due to being responsible for securing a mortgage on the church without his knowledge. That a vote was taken and that Vernon Holmes, James Bell and Ira Banks were removed as Trustees of St. Matthew Baptist Church due to the false allegations of Rev. Brantley. Further Affiant Sayeth not.


Marie Virginia Grant

Sworn to before me this

26 day of Spt., 2006



NOTARY FOR SOUTH CAROLINA

My Commission Expires: April 28, 2015

State of South Carolina
County of Charleston

Affidavit of
Margurite Grimes
Marguerite MS

PERSONALLY, appeared before me after being duly sworn deposes and states:

That my name is Margurite Grimes and I reside

Charleston, SC 29407. I have been a member of St. Matthew Baptist Church for approx. 30 yrs. I recall attending a church meeting where the real estate committee consisting of James Bell, Vernon Holmes and Ira Banks talked about purchasing some apartments. Several banks for financing were mentioned and Rev. Brantley suggested to the committee to use a particular bank he was associated with. Rev. Brantley presided over the meeting as well as other meetings pertaining to purchasing real estate for the church. Another meeting was held with the congregation present, and it was suggested that the real estate committee be given authorization to purchase properties they locate without coming back to the board so that no deals would be lost due to the untimely way the church held its meetings. At the May 22, 2006 meeting, Rev. Brantley stated the church had been mortgaged and he knew nothing about it. Rev. Brantley led the congregation to believe trustees James Bell, Ira Banks and Vernon Holmes

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JULIE J. ARMSTRONG
CLERK OF COURT
BY

were dishonest and called for a vote to have them removed as trustees. The congregation voted to remove them. Further Affiant Sayeth not.

Marguerite Grimes
Marguerite Grimes
Marguerite *MS*

Sworn to before me this

25 day of Sept., 2006

H. Sannett Hallett
NOTARY FOR SOUTH CAROLINA

My Commission Expires: 4/28/15

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Ira Banks, James Bell, and Vernon Holmes,

Plaintiffs,

vs.

St. Matthew Baptist Church, an
unincorporated association, and
Clinton Brantley,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2007-CP-10-0896

AFFIDAVIT OF VERNON HOLMES

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2009 SEP 15 AM 8:59
CLERK OF COURT
J. J. ARMSTRONG

I, Vernon Holmes, provide this affidavit made upon my personal knowledge, or upon information and belief after a reasonable inquiry, as to matters I believe to be true. I am competent to testify to the matters stated herein.

1. I am a Plaintiff in this action. I have been a member of St. Matthew Baptist Church since 2000 when I came by transfer of letter from the church I was raised in. At St. Matthew Baptist Church, I have served as Assistant Boy Scout Leader, Real Estate Committee member, Bridge Committee member, Chairman of the Facility Utilization Committee, Advisor to the Finance Committee, Assistant Chairman and Chairman of the Trustee Board, and member of the Joint Board.

2. In 2003, I supervised \$96,000.00 of renovation work done on the new church building as well as an additional \$44,000 plus during 2004. I am retired from the United States Air Force as an officer after 26 years of service managing the repair, maintenance, and construction of facilities. In my last duty assignment, for five years I managed an annual budget of \$100,000,000.00. I have a BS Degree in Electrical Engineering from Tuskegee University and a Masters in Management and Supervision from Central Michigan University.

3. I was present at the May 22, 2006 business meeting at St. Matthew Baptist Church when Rev. Clinton Brantley told the attendees that the other Plaintiffs and I stole \$300,000.00 from the church. After I was able to show minutes from prior meetings where the rental property was discussed, Rev. Brantley said he just couldn't work with the other Plaintiffs and me.

4. Rev. Brantley's false accusations were stated with malice, recklessness, and ill will. He never approached the other Plaintiffs or me before this meeting to discuss the facts. He never discussed the facts with Finance Officer Francina Roche who reported all money accounted for. Rev. Brantley knew his allegations were not the truth when he made them.

5. Rev. Brantley intended to hurt the other Plaintiffs and me because we had stood up to him when he tried to make expenditures not approved by the church's budget. As trustees, the other Plaintiffs and I were charged with taking care of the church's assets. Rev. Brantley didn't like being told no when he wanted to spend the church's money, so he became angry at us over the way we performed our duties as trustees.

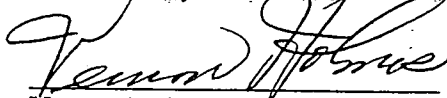
6. Rev. Brantley's allegations shocked, embarrassed, annoyed, and humiliated me. I have suffered mental anguish, trauma and anxiety worrying about what other people think of me. The African American Church Community in Charleston is very small. Word travels fast. People in the community are still talking about Rev. Brantley's allegations. This causes a lot of stress on me.

7. It hurts me that Rev. Brantley injured the reputation of the other Plaintiffs and me. Deacon Louis Waring and Roy Gillard were involved in making these allegations also. I never imagined that someone could be hurt in front of the church the way that the other Plaintiffs and I have been hurt. As the pastor, Rev. Brantley was held in high esteem by those who attended the church. I respected his position as pastor. To me and to those who attend the church, a pastor represents God. A pastor preaches God's word. The pastor isn't supposed to lie about people, tear them down, or harm their reputations. By virtue of this position of authority, a pastor has a duty to lead the church and to lead others to Jesus Christ. Other church officials such as Deacon Louis Waring and Roy Gillard also have a duty to run the church and to help the pastor to minister. They should not have allowed Rev. Brantley to make false allegations against the other Plaintiffs and me. They didn't do anything to try to stop Rev. Brantley from making false allegations. They knew Rev. Brantley's allegations were false, because they had been in the meetings when the rental properties were discussed.

8. After the May 22, 2006 business meeting, I resigned as Assistant troop leader of the Boy Scouts at the church to protect the scouts and the program because the other leader believed that I had stolen money from the church. This hurt me, because I enjoyed my involvement in the Boy Scouts especially taking the boys camping and teaching them outdoor

survival skills. I'm not able to do that any longer. I also resigned from the Chairmanship of the Boy Scout District Committee where I led adult Scout leaders from throughout the city in providing the Scouting program to our community. A few of these persons also attended St. Matthew Baptist Church and/or worked directly with church members and officials in providing the scouting program to St. Matthew Baptist Church. The Boy Scouts meant a lot to me when I was growing up without a father. In turn, I had donated a tremendous amount of time to the Boy Scouts to give back.

9. In June 2006, I was diagnosed with prostate cancer. No other members of my family have cancer. My understanding from my doctor is that my cancer is stress-related.


Vernon Holmes

North Charleston, South Carolina 29418

Sept 12, 2008
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

APPEARED AND SUBSCRIBED before me by *Vernon Holmes*, the declarant, who I either know or had satisfactory evidence that (s)he was the person described in and who executed this Affidavit, this 12 day of September, 2008.

Ida D. Mero
Notary Public for South Carolina
My commission expires: March 14, 2015

State of South Carolina
County of Charleston

Affidavit of
Gerri Miller

PERSONALLY, appeared before me after being duly sworn deposes and states:

That my name is Gerri Miller and I reside | North
Charleston, SC 29406. I am employed by the Department of Mental Health located at 51 Nassau St. Charleston, SC 29403. I have been a member of St. Matthew Baptist church for over 40 years. I am president of the senior mass choir. I attend the announced church meetings on a regular basis. I attended several meetings where Rev. Brantley gave permission to Trustee James Bell, Trustee Ira Banks and Trustee Vernon Holmes to locate and acquire property in the vicinity of the church. The goal of the real estate committee, as explained by Rev. Brantley, was to purchase homes around the church to rid the neighborhood of its high crime status. James Bell, Vernon Holmes and Ira Banks were given permission by Rev. Brantley to locate and to report back to him and to the congregation on properties and prices. At a later meeting, the trustees had located some property to purchase and were given permission by the congregation and Rev. Brantley to purchase the property on the church behalf. On May 22, 2006, a meeting took place at the church I attended. I was deeply disturbed to hear Rev. Brantley accuse

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James Bell, Ira Banks and Vernon Holmes of mortgaging the church without his knowledge and that the three of them had mismanaged the funds. This was in total contradiction to what actually occurred at the earlier meetings.

Further Affiant Sayeth not,

Gerri Miller

Gerri Miller

Sworn to before me this

25 day of Sept., 2006

Warren Hallett
NOTARY FOR SOUTH CAROLINA

My Commission Expires: 4/28/15

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Ira Banks, James Bell, and Vernon Holmes,)

Plaintiffs,)

vs.)

St. Matthew Baptist Church, an)
unincorporated association, and)
Clinton Brantley,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2007-CP-10-0896

AFFIDAVIT OF FRANCINA ROCHE

FILED
2008 SEP 15 AM 8:59
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

I, Francina N. Roche, provide this affidavit made upon my personal knowledge or upon information and belief after a reasonable inquiry, as to matters I believe to be true. I am competent to testify to the matters stated herein.

1. I am a lifelong member of St. Matthew Baptist Church. I was raised in the church, I raised my son in the church, and I am still a member today.

2. I own and operate Roche Real Estate & Tax, Inc. I provide accounting services, and I am a residential real estate broker. Prior to this, I was the supervisor of staff accountants at the Charleston Navy Shipyard where I worked for 30 years.

3. I have a B.S. Degree in Business from Benedict College, and I have taken advanced accounting classes at The Citadel.

4. I served as the Finance Officer for St. Matthew Baptist Church from 1994 to August 2006. I resigned because of the dismissal of the Trustees and the disrespectful treatment I received from Pastor Brantley, William Gillard and Deacon Louis Waring as the Church Finance Officer.

5. During my tenure as Finance Officer, we had an established voucher system.

6. I attended the May 22, 2006 business meeting. I anticipated it being a regular church meeting. However, when I arrived, many people were there who did not normally attend business meetings. It is my understanding that many people was called to come out and support Pastor Brantley.

7. Pastor Brantley opened the meeting by accusing James Bell, Ira Banks and Vernon Holmes of mishandling the church's money without his knowledge. What Pastor Brantley communicated to the attendees was that the Plaintiffs mortgaged the church without his permission and knowledge. Pastor Brantley went on to say that the money that was obtained through the mortgage was mismanaged. This embarrassed and humiliated the Plaintiffs, and it injured their reputations. Pastor Brantley created an emotional atmosphere by getting the attendees stirred up.

8. The Plaintiffs are good, solid men who have done well in their careers and who were very involved in the church. They were tithers and gave a lot of money to the church. They are good businessmen who did an excellent job handling the church's finances and keeping the church on a budget.

9. Pastor Brantley's untruthful allegations were so shocking, because he is the pastor. As such, the pastor is expected to keep the church, and its members', best interests in mind. He's supposed to minister to his flock and not to injure their reputations. He is supposed to nurture the church, not cripple it financially.

10. Because many of the attendees did not normally attend business meetings, they were not aware that the Plaintiffs had been providing reports on the rental property and how it was being handled and managed, and that all of their actions had been approved without any opposition. After this was pointed out, Pastor Brantley said that he just couldn't work with the Plaintiffs. Pastor Brantley was malicious, because he did not care that, what he was telling the attendees was not the truth.

11. After the meeting, I told Pastor Brantley that he was wrong. All of the money was accounted for. Instead, Pastor Brantley did not seem interested in the accounting. He just wanted the Plaintiffs out of his way, and he appeared to be sending a message to other attendees not to defy him as the Plaintiffs had done over the church's finances.

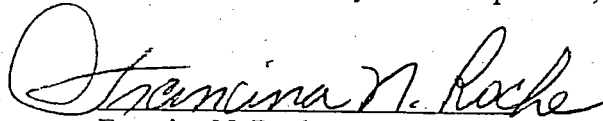
12. After Pastor Brantley removed the Plaintiffs as trustees, he nominated William Gillard as the new chairman of the trustee board and put him into office. Apparently, Pastor Brantley came to the meeting prepared to get other trustees seated who he could control.

13. The tension between Pastor Brantley and the Plaintiffs developed when the Plaintiffs did not approve some of Pastor Brantley's requests for expenses, because the budget did

not allow for it. Pastor Brantley wants to spend the church's money without accounting for it to the trustees or to the congregation. He cannot stand for someone to say no to him.

14. I was on the Pastor Search Committee which hired Pastor Brantley. He was interviewed at my office. During the interview, he was asked what his policy would be toward handling the church's money. He responded that he didn't want anything to do with the church's money. However, he has shown that he is very interested in the church's money in that he has sought and received access to it.

15. At business meetings, there is no open discussion. When you ask a question, you don't really get an answer.


Francina N. Roche

Sept. 11, 2008
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

APPEARED AND SUBSCRIBED before me by *Francina Roche*, the declarant, who I either know or had satisfactory evidence that (s)he was the person described in and who executed this Affidavit, this 11 day of September, 2008.

Ida S. Mew
Notary Public for South Carolina
My commission expires: March 14, 2015

State of South Carolina
County of Charleston

Affidavit of
Deloris Wilson

PERSONALLY, appeared before me after being duly sworn deposes and states:

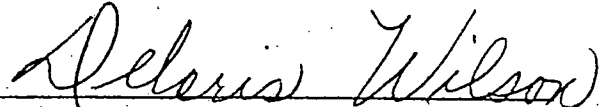
That my name is Deloris Wilson and I reside at | | Charleston,

SC 29407. I am 62 years of age and have been a member of St. Matthew Baptist Church for many years. That I have held several positions in St. Matthew Baptist Church such as Bookkeeper for the Food Bank, Missionary Society and Choir member. I have attended church meetings at St. Matthew Baptist Church on a regular basis. That the church meetings I have been in attendance were chaired by Rev. Dr. Brantley who is always present. That there were several meetings at St. Matthew Baptist Church where Rev. Dr. Brantley was present and gave authorization to Vernon Holmes to get information on properties in the area that the church can purchase. I witnessed this authority being given. That Rev. Dr. Brantley gave Vernon Holmes and the Trustee Board permission to pursue and acquire properties as an investment. That another church meeting was held and chaired by Rev. Dr. Brantley and he gave permission to the Real Estate Committee to ascertain properties without having to come back in front of the church in order to expedite the purchase of any properties that were located. That Brother Vernon Holmes at a subsequent church meeting informed Rev. Dr. Brantley that a mortgage was necessary to acquire an apartment complex

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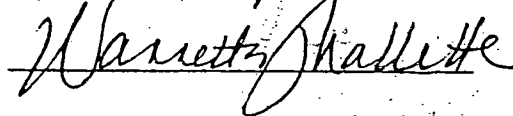
and a house on behalf of the church. That Rev. Dr. Brantley gave permission in the meeting to Brother Holmes and the Real Estate Committee to move forward with securing the financing for the property.

That May 22, 2006, I was present at the St. Matthew Baptist Church meeting and heard Rev. Dr. Brantley state that the church had been mortgaged and that he didn't know anything about it. That Rev. Dr. Brantley stated that this all happened under the leadership of Chairman Vernon Holmes and that he didn't know what was done with the money. That Rev. Dr. Brantley pointed directly at Vernon Holmes, James Bell, and Ira Banks and stated that he could no longer work with these guys and called for a vote to have the three Trustees removed from their position. Further Affiant Sayeth not.


Deloris Wilson

Sworn to before me this

30 day of Sept., 2006



NOTARY FOR SOUTH CAROLINA

My Commission Expires: 4/28/15

C O N S T I T U T I O N

P R E A M B L E

We declare and establish this constitution to preserve and secure the principles of our faith and to govern the body in an orderly manner.

This constitution will preserve the liberties of each individual church member and the freedom of action of this body in relation to other churches.

I. NAME

This body shall be known as the ST. MATTHEW BAPTIST CHURCH located at 268 HUGER STREET, CHARLESTON, SOUTH CAROLINA 29403.

II. OBJECTIVES

To be a dynamic spiritual organization empowered by the Holy Spirit to share Christ with as many people as possible in our church community, and throughout the world.

To be a worshipping fellowship, experiencing an awareness of God, recognizing his person, and responding in obedience to his leadership.

To experience an increasingly meaningful fellowship with God and fellow believers.

To help people experience a growing knowledge of God and man.

To be a church which ministers unselfishly to persons in the community and the world in Jesus' name.

To be a church whose purpose is Christlike in our daily living by emphasizing total commitment of life, personality, and possessions to the Lordship of Christ.

III. STATEMENT OF BASIC BELIEFS (FAITH)

We affirm the Holy Bible as the inspired Word of God and the basis for our beliefs. This church subscribes to the doctrinal statement of "The Baptist Faith and Message and the Baptist Miscos Guide for Baptist churches." We voluntarily band ourselves together as a body of baptized believers in Jesus Christ personally committed to sharing the good news of salvation to lost mankind. The ordinances of the church are believer's Baptism and the Lord's Supper. (See Article VI of the Bylaws.)

IV. CHURCH COVENANT

Having been led as we believe by the Spirit of God to receive the Lord Jesus Christ as our Lord and Savior, and, on the profession of our faith, having been baptized in the name of the Father, and of the Son, and of the Holy Spirit, we do now in the presence of God and this assembly most solemnly and joyfully enter into covenant with one another as one body in Christ.

We engage therefore, by the aid of the Holy Spirit to walk together in Christian love; to strive for the advancement of this church in knowledge, holiness, and comfort; to promote its prosperity and spirituality; to sustain its worship, ordinances, doctrines, and discipline; to contribute cheerfully and regularly to the support of the ministry, the expenses of the church, and the relief of the poor, and the spread of the Gospel through all nations.

We also engage to maintain family and secret devotions; to religiously educate our children; to seek the salvation of our kindred and acquaintances; to walk circumspectly in the world; to be just in our dealings, faithful in our engagements, and exemplary in our deportment; to avoid all tattling, backbiting, and excessive anger; to abstain from the sale of and use of intoxicating drinks as a beverage; and to be zealous in our efforts to advance the kingdom of our Savior.

We further engage to watch over one another in brotherly love; to remember one another in prayer; to aid one another in sickness and distress; to cultivate Christian sympathy in feeling and Christian courtesy in speech; to be slow to take offense; but always ready for reconciliation and mindful of the rules of our Savior to secure it without delay.

We moreover engage that when we remove from this place we will as soon as possible unite with some other church where we can carry out the spirit of this covenant and the principles of God's Word.

V. POLICY AND RELATIONSHIPS

The Government of this church is vested in the body of believers who compose it. Persons duly received by the members shall constitute the membership. (See Article I of the Bylaws)

All internal groups created and empowered by the church shall report to the church, and be accountable only to the church, unless otherwise specified by church action.

This church is subject to the control of no other ecclesiastical body, but it recognizes and sustains the obligations of mutual counsel and cooperation which are common among Baptist Churches. In so far as practical, this church will cooperate with and support the association, the state convention, and the National Baptist Convention, United States of America, Incorporated.

SECTION 1. GENERAL

This is a sovereign and democratic Baptist church under the Lordship of Jesus Christ. The membership retains unto itself the exclusive right of self-government in all phases of the spiritual and temporal life of the church.

The membership reserves the exclusive right to determine who shall be members of the church and the conditions of such membership.

SECTION 2. CANDIDACY

Any person may offer himself as a candidate for membership in this church. All such candidates shall be presented to the church at any regular church service for membership in any of the following ways:

- (1) By profession of faith and for baptism according to the policies of this church.
- (2) By promise of a letter of recommendation from another Baptist Church.
- (3) By restoration upon a statement of prior conversion experience and baptism in a Baptist church when no letter is obtainable.

Should there be any dissent as to any candidate, such dissent shall be referred to the Membership Committee for investigation and the making of a recommendation to the church within (30) thirty days. A three-fourth vote of those church members present and voting shall be required to elect such candidate to membership.

SECTION 3. NEW MEMBER ORIENTATION

New members of the church are expected to participate in the church's orientation program.

SECTION 4. RIGHTS OF MEMBERS

- (1) Every member of the church are expected to vote at all elections and on all questions submitted to the church in conference, provided the member is present or provision has been provided for absentee balloting. *except when voting for Pastor*
- (2) Every member of the church is eligible for consideration by the members as dates for elective offices in the church. *member must be present to vote*
- (3) Every member of the church may participate in the ordinance of the church as administered by the church.

SECTION 5. TERMINATION OF MEMBERSHIP

Membership shall be terminated in the following ways: (1) Death of the member. (2) Dismission to another Baptist Church. (3) Erasure upon request or proof of membership in a church of another denomination.

SECTION 6. DISCIPLINE

- (1) It shall be the practice of this church to emphasize to its members that every reasonable measure will be taken to assist any troubled member. The pastor, any other member of the church staff, and deacons are available for counsel and guidance. The attitude of members toward one another shall be guided by a concern for redemption rather than punishment. (2) If it becomes necessary for the church to take action to exclude a member, a two-third vote of the members present is required; and the church may proceed to declare the person to be no longer in the membership of the church. All such proceedings shall be pervaded by a Spirit of Christian kindness and forbearance. (3) The church may restore to membership any person previously excluded, upon request of the excluded person, and by vote of the church upon evidence of the excluded person's repentance and reformation.

II. CHURCH OFFICERS AND COMMITTEES

All who serve as officers of the church and those who serve on church committees shall be members of this church.

SECTION 1. CHURCH OFFICERS

The officers of this church shall be the pastor, the church staff, a clerk, the deacons, a moderator, a treasurer, and trustees.

- (1) The pastor is responsible for leading the church to function as a New Testament church. The pastor will lead the congregation, the organizations, and the church staff to perform their tasks.

The pastor is leader of pastoral ministries in the church. As such, he works with the deacons and church staff to: (1) lead the church in the achievement of its mission, (2) proclaim the Gospel to believers and unbelievers, (3) lead the church to engage in a fellowship of worship, witness, education, ministry, and application, (4) care for the church's members and other persons in the community.

A pastor shall be chosen and called by the church whenever a vacancy occurs. His election shall take place at a meeting called for that purpose, of which at least two week's public notice has been given.

A A pulpit committee shall be appointed by the church to seek out a suitable pastor for ministry and its recommendation will constitute a nomination. Any church member has the privilege of making other nominations according to the policy established by the church. The committee shall bring to the church only one name at a time for consideration. Election shall be by ballot, an affirmative vote of three-fourth of those present being necessary for a choice. The pastor, thus elected, shall preside at meetings of this church, and if so may serve as moderator in all business meetings in keeping with the rules of order authorized in these By-laws.

The pastor may relinquish the office as pastor by giving at least ninety (90) days notice to the church at the time of resignation. The church may declare the office of pastor to be vacant. Such action shall take place at a meeting called for that purpose, of which two weeks public notice has been given. The meeting may be called upon the recommendation of a majority of the personnel committee and the deacons or by written petitions signed by not less than one-fourth of the resident church members. The moderator for this meeting shall be designated by the members present by majority vote, and he shall be some one other than the pastor. The vote to declare the office vacant shall be by secret ballot; an affirmative vote of two-thirds of the members present being necessary to declare the office vacant. Except in instances of gross misconduct by the pastor so excluded from office, the church will compensate the pastor with not less than one-twelfth of his total annual compensation. The termination shall be immediate and the compensation shall be rendered in not more than thirty days.

(2) The ministerial staff shall be called and employed as the church determine the need of such offices. A Job Description shall be written when the need for a staff member is determined. Those staff members of whom the church requires evidence of a personal call of God to minister shall be recommended to the church by the personnel committee and called by church action. At the time of resignation at least two weeks notice shall be given to the church. The church may vote to vacate such position upon recommendation of the personnel committee, such termination being immediate and the compensations two weeks, except that the amount shall relate to the individual's compensation.

Nonministerial staff members shall be employed as the church determine the need for their services. Such employment and termination of services shall be with the recommendation of the supervising staff member and, as appropriate, with the consultant of related committee of the church.

(3) The church shall elect deacons by ballot at regular business meetings of the church. In case of death or removal or incapacity to serve, the church may elect a deacon to fill the vacancy. There shall be no obligation to constitute as an assigned deacon one who has been a deacon in another church of like faith and order shall suffice for this church. But in such instances as one might be chosen by this church for assignment as a deacon.

In accordance with the meaning of the work and practice in the New Testament, deacons are to be servants of the church. Their task is to serve with the pastor and staff in performing the pastoral ministries tasks of (1) leading the church in the achievement of its mission (2) proclaiming the gospel to believers, and (3) caring for the church members and other persons in the community.

(4) In the absence of the moderator, the chairman of deacons shall preside; or in the absence of both, any deacon or clerk shall call the church to order and preside for the election of an acting moderator.

(5) The church shall elect annually a clerk as its clerical officer. The clerk shall be responsible for keeping a suitable record of all official actions of the church, except as otherwise herein provided. The clerk shall be responsible for keeping a register of names of members with dates of admissions, dismissions, death, or erasure, together with a record of baptisms. The clerk shall issue letters of dismission voted by the church, preserve on file all communications and written official reports and give required notice of all meetings where notice is necessary, as indicated in these by-laws. The church may delegate some of the clerical responsibilities to a church secretary who will assist the elected clerk.

(6) The finance committee shall be comprised of the treasurer and the finance secretary. It shall be the duty of the treasurer to receive, preserve, and pay out, upon receipt of vouchers approved and signed by authorized personnel, all money or things of value paid or given to the church, keeping at all times an itemized account of all receipts and disbursements of the preceding month. The treasurer shall have the reports and records audited annually by an auditing committee or public accountant. Upon rendering the annual account at the end of the fiscal year and its acceptance and approval by the church, the records shall be delivered by the treasurer to the church clerk, who shall keep and preserve the account as a part of the permanent records of the church, in the church safety deposit box or safe at the church.

(7) When the signatures of trustees are required, they shall sign legal documents involving the sale, mortgage, purchase, or rental of property, or other legal documents related to church approved matters.

The committee of this church shall be ~~Nominating Committee, Stewardship Committee, Missionary Committee, and Church Property and Space Committee~~, a stewardship committee, a missions committee, and such other regular and special committees as the church shall authorize. Additional regular committees may be added by the amendment procedures prescribed within these bylaws. All church committee members shall be recommended by the church nominating committee and elected by the church unless otherwise specified within these bylaws. Committee members shall serve on a three year rotation basis with one third to be elected each year.

(1) The Nominating Committee coordinates the staffing all church leadership positions filled by volunteer workers, unless specified herein. Persons considered for any such positions shall first be approved by the nominating committee before they are approached for recruitment. The nominating committee shall present to the church for election all who accept the invitation to serve.

(2) The Personnel Committee assists the church in matters related employed personnel administration, including those filled by church action. Their work includes such areas as determining staff needs, placement, salary benefits, other compensation, policies, job descriptions and personnel records.

(3) The church property and space committee assist the church in matters related to properties administration. Its work includes such work as maintaining all church properties for ready use, recommending policies regarding use of properties, consulting with the personnel committee and the church staff regarding the needs for, and employment of, maintenance personnel, and regarding the assignment of supervisory responsibility to appropriate personnel.

(4) The Stewardship Committee develops and recommends an overall stewardship development plan, a unified church budget, and budget subscription plans. It advises and recommends in the administrations of the gifts of church members and others, using sound principles of financial management. It works with the treasurer in the preparation and presentation to the church of required reports regarding the financial affairs of the church.

(5) The Missions Committee seeks to discover possibilities for local mission projects, shares findings with church program organizations, and serves the church in establishing and conducting such missions projects as may be assigned to it.

III. CHURCH PROGRAM ORGANIZATIONS

The church shall maintain programs of Bible teaching; church member training, church leader training, new member orientation; mission education action, and support; and music education, training, and performance. All organizations related to the church programs shall be under church control, all officers being elected by the church and reporting regularly to the church, and all programs activities subject to church coordination and approval. The church shall provide the human (experience) resources, and the financial resources for the appropriate advancement of these programs.

(1) The Sunday School shall be the basic organizations for the Bible teaching program. Its task shall be to teach the Biblical Revelation, reach persons for Christ and church membership, perform the functions of the church within its constituency, provide and interpret information regarding the work of the church and denomination.

The Sunday School shall be organized by departments and/or classes, appropriate for all ages, and shall be conducted under the direction of the Sunday School Director elected by the church.

(2) The Church Training organization shall serve as the training unit of the church. Its tasks shall be to train the church members to perform the functions of the church; train church leaders; orient new church members; teach Christian theology; Christian ethics, Christian history, church polity and organization; and provide and interpret information regarding the work of the church and denomination.

Church training shall be organized by departments for all ages, and conducted under the direction of a General Director.

(3) Women Missionary Union shall be the mission education, missions action, and mission support organization of the church for women, young women, girls and preschool children. Its tasks shall be to teach missions; engage in mission action; support world missions through praying and giving and provide and interpret information regarding the work of the church and denomination.

Women's Missionary Union shall have such officers and organizations as the program requires.

(4) The Brotherhood shall be the church's organization for mission education, mission action, support world missions through praying and giving, and provide and interpret information regarding the work of the church and denomination.

The Brotherhood shall have such officers and organizations as the programs requires.

IV. CHURCH PROGRAM SERVICES

The church shall maintain media center services and recreation services for the purpose of enriching and extending the ministries and programs of the church.

(1) The media center services will be the resource center for Church. The personnel will seek to provide and promote the use of printed and audiovisual resources. They also will provide consultation to church leaders and members in the use of printed and audiovisual resources.

(2) The church recreation services will seek to meet the recreational needs of members and groups. Its personnel will provide recreation activities, consultation, leadership assistance, and resources.

V. CHURCH COUNCIL

The church council shall serve the church by leading in planning, coordinating, conducting, and evaluating the ministries and programs of the church and its organizations.

The primary function of the church council shall be to recommend church suggested objectives and church goals; to review and coordinate ministry and program plans recommended by church officers, organizations, and committees; to recommend to the church the use of leadership calendar time, and other resources according to program priorities; and to evaluate achievements in the terms of church objectives and goals.

Regular members of the church council shall be, other church staff members, directors of church program organizations, media center director or recreation director, chairmen of deacons, church officers and chairman of church committees.

All matters agreed upon by the church council which call for action not already approved shall be referred to the church for approval and disapproval.

VI. CHURCH ORDINANCES

SECTION 1. Baptism:

The church shall receive for baptism any person who has received Jesus Christ as Savior by personal faith, who professes him publicly at any worship service, and who indicates a commitment to follow Christ as Lord.

(1) Baptism shall be by immersion in water.

(2) The pastor, or whomever the church shall authorize, shall minister baptism. The deacons shall assist in the preparation for, and the observance of baptism.

(3) Baptism shall be administered as an act of worship during any worship service of the church.

(4) A person who professes Christ and is not baptized after ninety (90) days shall be counseled by the pastor.

SECTION 2. The Lord's Supper

The church shall observe the Lord's Supper (quarterly, or monthly,) the first Sunday of the quarter, unless otherwise scheduled by the church. The observances shall alternate between morning and evening services of worship. The pastor and deacons shall administer the Lord's Supper, the deacons being responsible for the physical preparations.

VII. CHURCH MEETINGS

SECTION 1. Worship Services:

(1) The church shall meet regularly each Sunday morning, Sunday evening, and any other evening for the worship of the Almighty God. Prayer, praise, preaching, instruction, and evangelism shall be among the ingredients of these services. The pastor shall direct the service for all church members and for all others who may choose to attend.

SECTION 2. Special Services:

Revival services and any other church meetings essential to the advancement of the church's objective shall be placed on the church calendar.

SECTION 3. Regular Business Meetings:

The church shall hold regular business meetings quarterly on a designated night in the week.

SECTION 4. Special Business Meetings:

The church may conduct called business meetings to consider matters of special nature and significance. A two week notice must be given for a special called business meeting unless extreme urgency renders such notice impractical. The notice shall include the subject, the date, and time and place.

This constitution may be amended at the annual session of the church meeting by two-thirds of the members present.

A notice of any proposed amendment had been announced at the previous church meeting.

(5) The Church Music Organization, under the direction of the church elected Ministry of Music, shall be the music education, training, and performance organization of the church. Its tasks shall be to teach music; train persons to lead, sing and play music; provide music in the church and community; and provide and interpret information regarding the work of the church.

The church Ministry of Music shall have such officers and organizations as the program required.

COMMITTEES

PUBLIC RELATIONS COMMITTEE:

The Public Relations Committee is to discover the public relations needs and to choose the means of communications to persons inside and outside the church. The committee is responsible for discovering what needs to be communicated and for communicating with the proper audience.

KITCHEN COMMITTEE:

The Kitchen Committee is responsible for formulating and recommending to the church policies for the kitchen and for communicating these policies to church members.

KINDERGARTEN COMMITTEE

The Church Kindergarten Committee is to study the needs for and possibilities of a church kindergarten program, to help in the organization of this program where it is considered wise, and to serve as a liaison between the church and kindergarten.

CHURCH USHERS:

Every regular church usher shall be selected by the church nominating committee and elected by the church. The usher shall be led by an usher chairman also selected by the nominating committee and elected by the church. The ushers are to greet people as they enter and leave the church; seat people at the proper time, provide bulletins and/or other materials at the time of seating. The ushers shall be attentive to the congregation and the pastor.

THE HISTORY COMMITTEE:

The history committee is to preserve and use the historical records of the church. The committee is especially concerned with gathering and preserving available church records, recording full and accurate records, and using the records to help members understand and appreciate their heritage and missions.

THE FLOWER COMMITTEE:

The flower committee is responsible for securing, arranging, and disposal of floral arrangements for church services and for providing flowers for sick and bereaved members.

THE BAPTISM COMMITTEE:

The Baptism (p001) committee assist the church in matters related to baptism administration. Its work includes such work as maintaining all items for ready use; recommending policies regarding use of clothing; recommending the selection of personnel, and assigning responsibility to appropriate personnel for supervision.

THE LORD SUPPER COMMITTEE:

The Lord's Supper Committee assist the church in matters related to the administration of this ordinance. Its work include such areas as maintaining all items for ready use, recommending policies regarding their use; recommending the selection of personnel, and assigning responsibility to appropriate personnel for supervision.

THE PULPIT AID COMMITTEE:

The pulpit aid committee assist the church in matters related to the interim period of the pastor.

Its work include such areas as examining credentials; interview and hearing the preaching of persons whose names have been submitted for pastorage; recommending to the church policies regarding the selection, recommendation for the selection of personnel, and assigning responsibility to appropriate personnel for supervision.

THE PASTOR'S AID COMMITTEE:

The pastor's aid committee assist the church in areas related to personal needs of the pastor.

Its work include such areas maintaining the appearance of the pulpit in Bible and hymn book and dress; recommending the policies regarding their use; recommending the selection of personnel, and assigning the appropriate personnel for supervision.

1 STATE OF SOUTH CAROLINA
2 COUNTY OF CHARLESTON COURT OF COMMON PLEAS
3 IRA BANKS, JAMES BELL, and VERNON HOLMES,
4 Plaintiffs,
5 vs. CASE NO. 2007-CP-10-896
6 ST. MATTHEW BAPTIST CHURCH AN UNINCORPORATED
7 ASSOCIATION AND CLINTON BRANTLEY,
8 Defendants.
9
10
11
12

13 THE DEPOSITION OF CLINTON BRANTLEY,
14 taken on behalf of the Plaintiff, on August 21,
15 2007, commencing at 9:36 a.m., at the offices of
16 Sanders Law Firm, LLC, 1738 Three Oaks Avenue,
17 Charleston, South Carolina.

18 **COPY**
19
20

21 REPORTED BY: Christine A. Smith, Court Reporter
22 SANDLAPPER REPORTING, LLC
23 P.O. Box 30276
24 Charleston, SC 29417
25 Telephone: (843) 769-4574
Fax: (843) 766-3179
Email: Sandlapperrptg@bellsouth.net

1 were Baptist, and so I'd like to think that it was
2 a missionary gesture on their part.

3 Q. So the church's purchase of the new
4 building in 2002 was a good deal, wasn't it?

5 A. It was.

6 Q. And Vernon Holmes did a good job
7 coordinating that purchase?

8 A. Yes, he did.

9 Q. You were pleased with his involvement
10 in the purchase of the new church?

11 A. Yes. And can I add at that time that's
12 when the lines of communication were wide open. We
13 did not have the problems that developed.

14 Q. How did the problems develop with the
15 communication between you and Vernon Holmes and
16 James Bell and Ira Banks?

17 A. When they decided to stop bringing me
18 on board initially when there was an idea or a --
19 between, I was just not brought in. As I said, you
20 mentioned the fact that I accepted the trustee
21 board. I wanted to know prior to even really the
22 trustee board. That's the way it was initially. I
23 felt like I needed to know whether it was a idea to
24 even bring to the trustee as the pastor. I had the
25 best interest of the church at heart. I felt like

1 I needed to know even before it was brought to
2 them.

3 As a matter of fact the prior and the
4 present trustees, Alan Bryan Bennett, anytime he
5 would think about something he would come and share
6 it with me. That's all I asked. Maybe I was
7 asking too much. That's all I was asking.

8 Q. So at the time the trustee board was
9 discussing the purchase of 1925 Grayson Street and
10 the other two houses on Grayson Street you did not
11 find out what the trustee board was discussing
12 until you actually appeared at the trustee meeting?

13 A. No. No. No. I knew about the
14 purchase. We talked about the purchase before it
15 was brought to the trustee meeting. What happened,
16 some other things as I said was developing that I
17 was not aware of. A lot of details and other
18 things that transpired.

19 Q. What was developing that was being kept
20 from you?

21 A. Well, during the purchase there was no
22 problem up until that point. The problems
23 developed with the building after things were being
24 done after they were initiated -- that I did not
25 know about until after the fact or until I got to

1 Q. Let me make sure I understand what
2 you're telling me. You never asked Vernon Holmes
3 specifically for information about the closing,
4 correct?

5 A. I don't recall asking -- I don't recall
6 asking him specific information about the closing.

7 Q. Because you feel like you shouldn't
8 have had to ask him for any specific information
9 about the closing?

10 A. If it was connected with my position,
11 and it was connected with my position as CEO of the
12 church.

13 Q. So what you're telling me is that
14 Vernon Holmes should have approached you on his own
15 and told you everything about it?

16 A. I'm the pastor, yes. I'm the pastor.
17 He works for the church. I was given a call by the
18 church as pastor to look out for the interest and
19 welfare of the church, yes.

20 Q. So what you've been telling me is that
21 Vernon Holmes had a responsibility to tell you
22 everything about the purchase of 1925 Grayson
23 Street and tell you everything about the purchase
24 of the other two houses on Grayson Street without
25 you having to ask him?

1 A. I guess I chose not to do that because
2 they have been sending memos, so I thought memos
3 would have something written down and a person
4 could respond to that.

5 Q. Why didn't you try to talk to these
6 folks individually without the joint ministries
7 committee first?

8 A. Because the joint board also needed
9 this information, and that's why I was calling for
10 the meeting in the first place.

11 Q. Do you think possibly it could have
12 been embarrassing for them to have been pulled in
13 front of a committee meeting and be interrogated?

14 A. They did that all the time. When
15 you're in a leadership position you are before a
16 committee. You are before a group discussing or
17 presenting.

18 Q. If you had a beef with these people why
19 didn't you approach them individually and try to
20 talk it out?

21 A. I don't know what you mean by a beef.

22 Q. You didn't like the way they were
23 operating, correct?

24 A. They were not operating within the
25 confines of our mission as we defined it, so no, I

1 did not like that.

2 Q. So why didn't you arrange to meet with
3 them individually?

4 A. I tried -- not individually, but I
5 wanted to meet with them as a group.

6 Q. Why didn't you want to meet with them
7 individually?

8 A. Because I didn't want them to make it a
9 personal thing. I didn't want them to know that I
10 was concerned about the church, the mission of the
11 church and how we fit in with the role of the
12 church. It was about the mission of the church.
13 People who serve shouldn't be looking for power
14 anyway. It is a position to serve and it is a
15 privilege to serve. It's not a social thing to do.

16 Q. Let's take a look at Exhibit 9. Why
17 didn't you follow that scripture when you dealt
18 with James Bell, Ira Banks, Vernon Holmes, and
19 Francina Roche?

20 A. I have spoken to them on different
21 occasions, not in this case but I have and that is
22 a valid scripture. I cannot delete or take away
23 the word of God.

24 Q. What it says is, if somebody sins
25 against you, go and show him his fault just between

1 the two of you. If he listens to you you've won
2 your brother over, correct?

3 A. But Attorney Sanders, this was not
4 against me. This was against the church. What
5 they did was a church matter.

6 Q. So between November of 2005 and May of
7 2006 why didn't you go meet with James Bell,
8 Ira Banks, Vernon Holmes, and Francina Roche and
9 ask them what you needed to ask them? Isn't that
10 what the scripture says to do?

11 MR. NISTAD: Objection to form.

12 THE WITNESS: Within the confines of my
13 mission, it was a church matter. That's what it
14 was concerned about. Not me personally, about the
15 church. They were asked to perform services for
16 the church. They agreed to serve the church. They
17 were not serving in that capacity according to the
18 way -- not only me, but the deacon board itself
19 felt they should have served and the church in
20 general.

21 Q. (BY MR. SANDERS) And this structure
22 offers another suggestion, if the person won't meet
23 with you individually. It says, take one or two
24 others along so that there are some witnesses. Did
25 you ever do that?

1 that they went there was no findings.

2 Q. So what did the audit reveal?

3 A. It revealed that everything was in
4 order. As I said, Mr. Bell -- I mean, Ms. Roche
5 was a good bookkeeper. She is an accountant. She
6 has her own accounting firm as well.

7 Q. So the audit revealed that no money had
8 been mismanaged?

9 A. From what they observed, from their
10 preliminary findings.

11 Q. So the audit revealed that the church's
12 money was accounted for?

13 A. Right. From the preliminary findings
14 or studies that they did.

15 Q. When did you find out that that was the
16 result of the audit?

17 A. I don't recall the date that they did
18 it. It was maybe a month or two months after that.

19 Q. So the audit was done on or about June
20 of 2006?

21 A. On or about, yes.

22 Q. So when you were aware that the audit
23 revealed that no money had been mismanaged did you
24 apologize to James Bell, Vernon Holmes, and
25 Ira Banks?

1 A. I didn't say that they took money from
2 the church nor did I say that they misappropriated
3 money so I didn't need to make an apology.

4 Q. What did you say?

5 A. I didn't say nothing, not regarding
6 that. I didn't say they took money. I said it was
7 bad management in terms of what was -- I was
8 speaking of that mortgage that was taken out on the
9 church without the church's knowledge.

10 Q. How many church members were present at
11 that May 22, 2006 meeting?

12 A. Initially there were close to 200 there
13 but because the meeting went so long a number of
14 the folks left.

15 Q. How do you know that every person
16 present and voting was a member of the church?

17 A. I pretty well know all of our members.
18 I know them.

19 Q. Is it possible there may have been
20 people there voting who are not members of the
21 church?

22 A. No. No.

23 Q. How do you know that?

24 A. Because I saw everybody that came in
25 and I looked across the audience.

1 the devil is always in the church. No, I didn't
2 tell anybody -- the devil is in every church.

3 Q. Did you tell anybody relating to
4 James Bell, Vernon Holmes, and Ira Banks that the
5 devil was in the church?

6 A. No.

7 Q. Did you tell those in attendance that
8 you didn't know anything about the church being
9 mortgaged?

10 A. That's right.

11 Q. Did you point to James Bell, Ira Banks,
12 and Vernon Holmes and say that they mortgaged the
13 church without your knowledge?

14 A. Without the church's knowledge.

15 Q. So you pointed to James Bell,
16 Ira Banks, and Vernon Holmes and said that they
17 mortgaged the church without the church's
18 knowledge?

19 A. I don't know what you mean by I pointed
20 to them. The persons, whoever transacted business,
21 those persons, yes.

22 Q. How did the congregation know who you
23 were talking about?

24 A. As I said -- perhaps I did call their
25 names. Okay? I did call their names.

1 Q. So you mentioned James Bell, Ira Banks,
2 and Vernon Holmes by name?

3 A. Uh-huh.

4 Q. And you said that they have mortgaged
5 the church without the church's knowledge?

6 A. Exactly.

7 Q. And without your knowledge, too, or
8 with your knowledge?

9 A. No, without my knowledge.

10 Q. Did you tell those in attendance that
11 you didn't know what happened to the money after
12 the church was mortgaged?

13 A. No. I didn't tell folks I didn't know
14 what happened to the money. We pointed out the
15 fact that the initial mortgage was asked to borrow
16 200,000 and later on Ms. Roche told me that 300,000
17 was borrowed.

18 Q. Did you tell those in attendance that
19 300,000 had been mismanaged by James Bell,
20 Ira Banks, and Vernon Holmes?

21 A. I didn't say that that money was -- I
22 just said the whole transaction -- these are the
23 words that I use and if you have a tape -- bad
24 management. And from my perspective, it was bad
25 management and when they discovered that we needed

1 A. I don't recall. I'd have to have the
2 budget here.

3 Q. What kind of work does Francina Roche
4 do outside of the church?

5 A. She's a real estate agent and has an
6 accounting firm.

7 Q. Before the May 22nd, 2006 meeting did
8 you ask Francina Roche whether or not the church's
9 money was unaccounted for?

10 A. No, I don't recall asking her that.

11 Q. Why not?

12 A. I didn't think I needed to ask her that
13 question, but I asked her though. I did ask her
14 how much money, what the loan was for. We had
15 authorized 200,000 and she said, no, it was
16 300,000.

17 Q. Did Francina Roche ever tell you that
18 you were wrong in accusing James Bell, Ira Banks,
19 and Vernon Holmes of mismanaging the church's
20 money?

21 A. I don't recall that. I don't recall
22 that conversation.

23 Q. Are you sure about that?

24 A. I said I don't recall that conversation
25 and I'm sure I don't recall it.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 : NINTH JUDICIAL CIRCUIT
 COUNTY OF CHARLESTON) Case No. 07-CP-10-896

IRA BANKS, JAMES BELL and
 VERNON HOLMES,

Plaintiffs,

-vs-

ST. MATTHEW BAPTIST CHURCH,
 an Unincorporated association,
 and CLINTON BRANTLEY,

Defendants.

DEPOSITION OF:

VERNON IRVING HOLMES

COPY

Given before G. Michael Alexander, Notary
 Public and Registered Professional Reporter, at the law
 offices of McAngus, Godelock & Courie, LLC, 78 Wentworth
 Street, Suite 200L, Charleston, South Carolina, on
 Friday, September 21, 2007, commencing at 9:23 o'clock,
 a.m.

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1 the church? I described aspects of it. For example, a
2 family life center, a gymnasium, an apartment complex.
3 He said he liked it. He said, "Go ahead and let's do
4 it." Then we convened, which he was party to, meetings,
5 of course, and while I do real property reference, I
6 looked at every property, every one, within about a
7 two-block radius. And then we had the entire team of
8 folks, including him, to congregate on a set date and
9 time, and we canvased all the available property in that
10 radius. And so I perceived, based upon my perceived
11 directives from the leadership of the church, which
12 included him.

13 Q Him being reverend Brantley.

14 A Of course, reverend Brantley.

15 Q Okay.

16 A Because it was his vision, his spiritual
17 vision, for the community. My vision from the real end,
18 he doesn't like to hear the word business, but the
19 business end, but mine is, basically, in that capacity,
20 was to carry out the church's mission. And so he,
21 Mr. Waring, other deacons, trustees, about eight or nine
22 of us, we all got together, and we went throughout the
23 streets, and we looked at those properties.

24 Q Was this --

25 A So I just thought I would share that with you.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO: 2007-CP-10-896

IRA BANKS, JAMES BELL, AND
VERNON HOLMES,

Plaintiffs,

vs.

ST. MATTHEW BAPTIST CHURCH, AN
UNINCORPORATED ASSOCIATION,
AND CLINTON BRANTLEY,

Defendants,

COPY

VOLUME 2
DEPOSITION OF:
VERNON HOLMES

DATE:

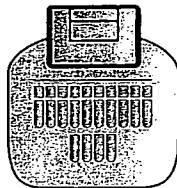
Thursday, September 27, 2007

TIME:

2:55 p.m.

LOCATION:

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Charleston, South Carolina



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O: 843.971.5867

M: 843.224.5211

F: 843.971.6509

milligansc@comcast.net

1 financial and material and when I -- and I should qualify
2 that material to mean real estate, real property, and just
3 property in general. It could be vehicles; it could be
4 pews, furniture.

5 Q Okay.

6 A Furnishings.

7 Q Now, I believe you said in the first part of this
8 deposition that you had thought that the purchase of the
9 church, you had thought that if the church purchased
10 property around the existing church facilities, it would be
11 beneficial for the church, correct?

12 A That is correct.

13 Q Okay. And did you view that as a part of the
14 church's ministry?

15 A Oh, yes, sir.

16 Q Okay.

17 A Absolutely.

18 Q Describe for me what the church's, what it means to
19 say the church's ministry?

20 A For that particular church or?

21 Q Just in --

22 A In general?

23 Q In general, yeah.

24 A The trustees, it is characterized as a trustee
25 ministry, but you also have the overall spiritual ministry

1 of the church.

2 Q Okay.

3 A And all of the various organizations of the church
4 support that spiritual ministry. It is an outgrowth, an
5 outreach program to carry the ministry into the streets, if
6 you will, into the neighboring communities to provide
7 services to those in that community, to encourage those in
8 the community to come to the church for spiritual guidance
9 as well as any support services that they may require. It
10 is to convey to that community that the church is there for
11 help, to provide a helping hand in, you know, number
12 sectors, if you will.

13 Q So you thought that if the church was buying
14 property in the neighborhood, that the people in the
15 neighborhood would think that the church was there to assist
16 and there to be a part of the community?

17 A Yes, as I mentioned previously, I discussed this
18 with the Pastor Brantley; and I received his guidance as to
19 what he felt would be most appropriate in support of the
20 spiritual ministry. We addressed the need of such things,
21 which I put forth to him a family life center, for example.

22 Q Okay.

23 A A apartment complex that could provide low income
24 apartments for, you know, rental apartments for those in
25 that economic sector, as well as other services. For

1 example, our church presently has a dental clinic whereby
2 individuals can receive certain dental care free at, you
3 know, no cost.

4 Q Okay. So would you say that the purchase of the
5 Grayson Street Apartments was more than just a means of
6 generating cash flow; it was intertwined with the church's
7 ministry?

8 A Yes, sir.

9 Q Okay. And you would agree that the trustee board
10 is an organization of the church that takes part in the
11 governance of church issues or the governance of the church
12 as a whole I should say?

13 A Yes, sir.

14 Q Did you take part in the negotiation of the
15 purchase price for the Grayson Street Apartments?

16 A Yes, sir.

17 Q Okay. You're familiar with, are you familiar with
18 the church meeting minutes that talk about the authority to
19 purchase the property for it's 175, or is it 160, I forget?

20 A A 160,000.

21 Q A 160,000. And then 40,000 would be used for
22 repairs; is that correct?

23 A Yes, sir.

24 Q And the congregation gave you authority, gave the
25 trustees authority to offer -- to borrow \$200,000 for the

1 A Yes, sir.

2 Q What guidance did you receive from the Hiscox
3 Manual regarding how you should perform your duties as a
4 trustee?

5 A. It and other similar publications and documents
6 that were provided to me indicated that one certainly had to
7 be trustworthy, one had to be considerate of all the fact
8 that it was a position of responsibility. One that because
9 you were entrusted with the, especially the finances of the
10 church that it certainly gave me the impression that one had
11 to take his position seriously. That it was one that could
12 not be taken lightly. Because of course these were duties
13 that were entrusted to you by the congregation.

14 It talked about interface with other organizational
15 groups such as deacons, members of the church, the pastor,
16 and discuss some times the little nuances that exist between
17 these groupings, but it addressed the overall perspective of
18 support for the spiritual ministry of the church.

19 Q Did you follow the guidance contained in the Hiscox
20 Manual related to your duties as a trustee?

21 A Fully. Fully. If I may add, that manual talks
22 about accountability for everything, you know, funds,
23 expenditures. I felt that as well, you know, fully
24 encompassing as far as all of the duties that, you know,
25 that I had to fulfill.

1 A As I recall, the answer would be yes. The point
2 being that we were entrusted to our duties by the
3 congregation not -- and that basically we owed our
4 allegiance to the congregation who placed us in those
5 positions of trust and not necessarily to the pastor.

6 What he related to us, in our denomination as well
7 as possibly others, that pastors come and go, and often
8 times a church could go into default, financial default
9 because a pastor got too involved in the financial affairs
10 of the church. Especially from the standpoint of
11 controlling money flows.

12 And from the standpoint that invariably trustees
13 are there as long as they are a member of that church, that
14 they're, if you will, that they're the gate keepers there.
15 They're the safeguards for the financial resources of the
16 church. Because as I said, his main point was pastors will
17 come and go. And so we were there to protect the church's
18 resources on behalf of the congregation.

19 Q What was St. Matthew Baptist Church's financial
20 condition during the year 2006?

21 A We were, during 2006, we were, we're, we're in dire
22 straits. I hate to say it. We were getting in dire
23 straits.

24 Q Was Reverend Brantley aware that the church was
25 spending more money than it was taking in?

1 board meeting.

2 Q And Mr. Gilliard was fairly harsh with you; is that
3 correct?

4 A Yes, sir.

5 Q Let's go back to this Exhibit A. The congregation
6 is not listed on this diagram. Could you take Mr. Nistad's
7 red pen and write where the congregation fits in on this
8 diagram identified as Exhibit A?

9 A I would place the congregation above the pastor,
10 and the reason I said that is because the congregation has
11 the authority to remove the pastor.

12 Q Okay.

13 A And everybody else below them.

14 Q You also mentioned the staff?

15 A Yes, sir.

16 Q Where would the staff fit into that diagram; could
17 you add that?

18 A Two staff groups are already shown, the trustees
19 and deacons. If you came down one more line, you would have
20 all of the various other support or as we often use the term
21 auxiliaries. Like you could have the pulpit committee, the
22 pastors aid committee, you might have the personnel
23 committee, you could have the education committee, the
24 Sunday school.

25 Q So this would include all the other committees?

1 responsibility for managing and accounting for the financial
2 assets and the real estate assets of the church. It does
3 not accord that responsibility to the pastor nor the
4 deacons.

5 But once over time, there was an effort to change
6 that. Pastor Brantley came from a church in which he was
7 accustomed to the deacons having authority over the
8 trustees. And from what I could discern, he was trying to
9 make that change.

10 In other words, instead of having the trustees and
11 deacons on staff, he wanted to put them into a line
12 configuration where you would have the pastor, immediately
13 vertically below the deacons, and then immediately below the
14 deacons vertically would be the trustees. That's what he
15 was striving for, and I don't know -- I'd have to search for
16 it, but I think once upon a time I did acquire a document
17 from his previous church that reflected that that's the
18 exact structure that they had used. And that's what led me
19 to believe that that's what he was attempting to do at our
20 church.

21 Q Did Reverend Brantley make a formal attempt to try
22 to put the trustees underneath the deacon authority, or is
23 this something that he was doing casually and internally?

24 A Casually internally through various actions he was
25 attempting to put the deacons in authority above the

1 trustees.

2 For example, he would not share with the trustees
3 what transpired in deacons meetings, but he would share that
4 information with deacons. Deacons would be informed of
5 subject matter that he was going to present in church
6 meetings but yet the trustees were not.

7 At joint board meetings, the deacons would have
8 already been pre-informed as to what was going to transpire
9 but again the trustees would not. He alleges and addresses
10 the issue of his not being kept informed, but at the same
11 time he effected a program whereby he kept the trustees
12 uninformed and invariably not as much up to know as the
13 deacons.

14 When it came to even the authorization of placement
15 of individuals onto the trustee board, he would take that
16 information to the deacons first and get their approval
17 before he would bring those, nominate those individuals to
18 the trustee board.

19 So in other words, if the person did not meet with
20 the deacons', approval of the deacons board, nine times out
21 of ten he would not bring them to the trustee board.

22 And another example of how he would try to play, I
23 don't know, control I guess that would be the point, to
24 control things. For example, at one, at the last election
25 for trustees prior to my dismissal and that of Mr. Banks and

1 Mr. Bell, when he brought the nomination of I think about
2 four individuals, all men, to the trustees board, I
3 recommended two ladies for the position of trustee.

4 He was not in agreement with that, but the trustee
5 board agreed. He went back to the deacons board and told
6 the deacons board that the only persons approved were the
7 men. Then he took it to the church and had it approved.
8 And this was an example of his exercising his personal
9 control despite the decisions of the trustees.

10 So he pretty much subjugated the trustees to, a
11 lower position than he did the deacons.

12 (Whereupon a short break was taken.)

13 (Whereupon the last question was read back.)

14 Q Mr. Holmes, at St. Matthew Baptist are the trustees
15 supposed to answer to the pastor, or are they supposed to
16 have authority independent from the pastor?

17 A Well, they do have authority independent from the
18 pastor as spelled out in the constitution. But certainly
19 with his role as pastor, the aspect of sharing information
20 and things of that sort is standard; but, yes, the trustee
21 does have authority that neither the pastor nor the deacons
22 have.

23 Q Well, according to your diagram on Exhibit A, you
24 have the trustees subservient to the pastor. Is this
25 diagram correct, or does it need to be changed with the

1 trustees out to the side of the pastor; what's appropriate?

2 A I guess to be frank about it, it could be drawn in
3 the latter form in which the trustees and the deacons are
4 off to the side of the pastor. One other thing that
5 supports that is within our, the Hiscox Manual and other
6 manuals, et cetera, the trustees are supposed to have the
7 same credentials as the deacons. We're supposed to be
8 qualified equally as deacons, but it's just simply that the
9 role of responsibility that has been placed upon us that we
10 have so chosen to accept is that of trustee and not deacons.

11 As I mentioned, certainly deacons carrying out the
12 spiritual ministry, we carrying out the trustee ministry.

13 Q Could you take Mr. Nistad's red pen and amend
14 Exhibit A to show where the trustees and deacons are
15 supposed to be in relation to the pastor?

16 MR. NISTAD: I'd object, and do you want
17 to hear my objection first before he does this.
18 Do you want him to walk out, or do you want me to
19 tell you right now?

20 MR. SANDERS: Just go ahead and say it.

21 MR. NISTAD: I don't think he should do this
22 part in my red pen.

23 MR. SANDERS: Why not?

24 MR. NISTAD: I think you should differentiate
25 what he;s doing now with a different color.

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON
Case No. 2007-CP-10-896

IRA BANKS, JAMES BELL,
AND VERNON HOLMES,

DEPOSITION OF:

Plaintiffs,

IRA LAMARKS BANKS

vs.

ST. MATTHEW BAPTIST CHURCH,
AN UNINCORPORATED ASSOCIATION
AND CLINTON BRANTLEY,

Defendants.



COPY

DATE: August 7, 2007

TIME: 10:32 AM

LOCATION: Law Offices of
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78 Wentworth Street, Suite 200
Charleston, SC

REPORTED BY: LANA McMANUS,
Certified Shorthand Reporter

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Hanahan, SC 29410
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1 just Mr. Holmes?

2 A It was my understanding that Mr. Holmes,
3 Brother Bell, who was the vice chairman at the
4 time, they were working on talking to the owner,
5 bringing back the contract to present to the
6 church.

7 Q Okay. Do you remember what time period
8 this congregational meeting was?

9 A I can't recall the exact date that it
10 occurred.

11 Q All right. But you recall there was a
12 congregational meeting where Mr. Holmes and his
13 committee was given the authority to talk about
14 what could potentially be purchased with regard to
15 the 16-unit apartments and the two other lots on
16 Grayson?

17 A Yes.

18 Q The first congregational meeting that you
19 recall, was any monetary limits set or discussed?
20 Was there any kind of money purchase price
21 discussed?

22 A I can't recall the exact number. I can't
23 recall the exact number.

24 Q What was the reason that the church was
25 interested in purchasing these apartments?

1 A It was my understanding that Reverend
2 Brantley said it was a part of the kingdom
3 building process of St. Matthew being involved in
4 the immediate community of the church.

5 Q Did the church own any other apartment
6 buildings at the time?

7 A Not that I know of.

8 Q Did it own any other rental property at
9 the time?

10 A Not that I know of.

11 Q Did you serve on this property committee
12 at that time?

13 A No. No.

14 Q All right. To your knowledge, besides
15 Mr. Bell and Mr. Holmes, was anybody else on that
16 committee that was doing the initial negotiations?

17 A I don't know if Sister Roche was actually
18 on the committee, but she was the financial
19 secretary.

20 So I guess when they started talking
21 about, you know, presenting the material to the
22 church, she would have some knowledge on it.

23 Q Do you recall if they made any
24 presentation to you as the -- you and the
25 remaining trustee board?

1 Q So the first order of business after the
2 invocation you recall is Reverend Brantley
3 informing the church that he had removed y'all as
4 trustees?

5 A Yes.

6 Q Okay. And the three of y'all being you,
7 Mr. Banks, Mr. Bell, and Mr. Holmes, correct?

8 A Uh-huh.

9 Q And it's your recollection that that is
10 exactly what Reverend Brantley said, he had
11 already removed y'all as trustees?

12 A He had submitted us a letter telling us
13 he was removing us as trustees.

14 Q Does he have the authority to do that?

15 A From my understanding in going through
16 the training, the body has the power to do that.

17 Q Okay.

18 A Meaning the church congregation.

19 Q And that's where you come by that
20 understanding is based on that training you told
21 me about?

22 A Based on the training by the Charleston
23 Baptist Association.

24 Q All right. Have you seen in writing
25 anywhere where it delineates what is required to

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON
Case No. 2007-CP-10-896

IRA BANKS, JAMES BELL,
AND VERNON HOLMES,

Plaintiffs,

vs.

ST. MATTHEW BAPTIST CHURCH,
AN UNINCORPORATED ASSOCIATION
AND CLINTON BRANTLEY,

Defendants.

VOLUME II OF THE
DEPOSITION OF:

IRA LAMARKS BANKS



COPY

DATE: September 14, 2007
TIME: 9:01 AM
LOCATION: Law Offices of
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1 church meeting of May 22nd, 2006. Have I got that
2 right?

3 A That sounds about right.

4 Q Have you ever heard that tape?

5 A Have I ever heard it?

6 Q Yes.

7 A No.

8 Q It was made by Ms. Bell. Are you aware
9 of its existence?

10 A The only tape that I'm aware of is the
11 church-recorded tape that day.

12 Q Have you ever seen a transcript of a
13 recording of that meeting?

14 A I don't recall.

15 Q Okay. And you were a trustee of the
16 St. Matthew Baptist Church, correct?

17 A At this time?

18 Q No. You were.

19 A Yes, I was.

20 Q And you would agree, as a trustee, you
21 took part in decisions that relate to church
22 governance, correct?

23 A That's correct.

24 Q Did you receive any compensation as a
25 trustee?

1 A My understanding was the spiritual aspect
2 of the church that dealt with the individual
3 members to them.

4 Q And you agree that the pastor takes part
5 in church governance, correct?

6 A Takes a part in it, yes.

7 Q So both boards, the trustee board and the
8 deacon board, and the pastor all participate in
9 church governance?

10 A Yes.

11 Q And you would agree that the election of
12 a trustee is a matter of church governance?

13 A The election? Well, it's a process of
14 the church, yes.

15 Q And then the removal of the trustee would
16 also be a matter of church governance?

17 A I would agree.

18 Q Okay. When you were removed as a
19 trustee, it was done by a vote of the congregation
20 that was present at the meeting on May 22nd, 2006,
21 correct?

22 A The church had an opportunity to vote.

23 Q Okay. You were asked this in the last
24 deposition. I'm going to ask it again just so we
25 start off with a foundation today.

1 A No, I was never told that.

2 Q Has anyone ever told you you're not a
3 church member anymore?

4 A No one has ever told me that.

5 Q So you're still a member of the church?

6 A From my understanding, yes.

7 Q Is it your understanding that the
8 strategy to purchase property around the church
9 was an effort to increase the church's influence
10 within the community?

11 A I recall Reverend Brantley saying that it
12 would help in kingdom building because there were
13 several other places that we went to that we
14 wanted to purchase.

15 And one in particular I remember Reverend
16 Brantley going to was the old Edwards building on
17 Reynolds Avenue. We went on a tour there.

18 He was talking about the church having a
19 family life center. That was his goal, that he
20 wanted to see the church have a family life
21 center.

22 And we toured the Edwards building,
23 several trustee members there, and I think it was
24 a deacon member there, as well, too.

25 Q Okay. What's a family life center?

1 A That's the first I've heard of it.

2 Q Okay.

3 A Yeah. When he was talking about it, I
4 guess it was an athletic facility with a gym and
5 stuff like that, you know. But he never went into
6 detail on what this family life center was going
7 to be and --

8 Q Okay.

9 A -- all that stuff.

10 Q Was purchasing property by the church an
11 effort to reach out to the community?

12 A He said it was a part of his kingdom
13 building efforts.

14 Q Do you know what he meant by that?

15 A I never recall specifically what he meant
16 by it.

17 Q Was the purchase of the apartments a way
18 for the church to provide housing for the members
19 of the community at a reasonable cost?

20 A Yes.

21 Q So was there a charitable element to
22 that?

23 A When you say a charitable element --

24 Q Would it allow a person to obtain
25 shelter --

1 because of the area that we were in. Most in that
2 area were fixed income or low income. So we tried
3 to keep it moderate.

4 Q You were asked earlier if you had any
5 out-of-pocket damages as a result of this lawsuit
6 or Reverend Brantley's actions. To date, how much
7 have you paid in attorney's fees?

8 A In the thousands, I would imagine.

9 Q Would you consider that to be a damage of
10 Reverend Brantley's actions?

11 A Yes.

12 Q Why do you think Reverend Brantley wanted
13 to have you removed as a trustee?

14 A I believe that I wasn't complying with
15 his wishes of going along with votes, going along
16 with him. That's my interpretation in particular
17 after being asked to vote for raises as such.

18 Q Was it your opinion that Reverend
19 Brantley wanted to control the way that you voted
20 as a trustee?

21 A Yes.

22 Q Was he able to control you?

23 A No.

24 Q With all that's happened, if Reverend
25 Brantley was sitting in this room today, what

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF CHARLESTON) Case No.: 2007-CP-10-896

3
4 IRA BANKS, JAMES BELL and)
5 VERNON HOLMES,)

6 Plaintiff(s),)

7 -vs-)

8 ST. MATTHEW BAPTIST CHURCH,)
9 An Unincorporated Association,)
and CLINTON BRANTLEY,)

10 Defendant(s).)

DEPOSITION OF:

JAMES A. BELL

COPY

11
12 Given before John P. Crawford, Jr., Court
13 Reporter and Notary Public, at the Law Offices of
14 McAngus Goudelock & Courie, LLC, 78 Wentworth Street,
15 Suite 200, Charleston, South Carolina, on Friday, August
16 31st, 2007, commencing at 9:02 o'clock, a.m.
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1 A. I don't think it does.

2 Q. Okay. I understand that you've had some surgery
3 recently?

4 A. Yes.

5 Q. Okay. I understand you've had health conditions
6 recently. And if at any point you need a break
7 because of that, you know, please tell me. Okay?

8 A. All right, sir.

9 Q. I don't want to let this event harm you in any
10 way.

11 A. Okay.

12 Q. Were Reverend Brantley's comments on the May 22nd,
13 2006 related to the apartment complex located on
14 Grayson Street?

15 A. Some of it comments were related to that.

16 Q. Okay. I want to talk about that apartment
17 complex for a little while.

18 A. Okay.

19 Q. How did that apartment complex become of interest
20 to the church?

21 A. Reverend Brantley stated that he wanted to buy up
22 everything around that church and make it a part
23 of the church. And those apartments, they were
24 not up for sale. But, he said that he would like
25 to have it. So, I found out the owner of those

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1 things that he was kept out of. As far as
2 misappropriation of funds and anything else
3 surrounding those apartments, he was very much
4 aware of.

5 Q. Other than the issue surrounding the apartments,
6 do you know of any other instances where Reverend
7 Brantley has been untruthful?

8 A. If Reverend Brantley has made any statements, he
9 was talking about keeping him out of the loop. I
10 thought he was well-informed about everything
11 where the trustees were concerned and also the
12 finances of it, because every Sunday Reverend
13 Brantley and the chairman of the Deacon Board
14 would get a copy of the financial statement of
15 that week leading up to that Sunday. He was very
16 much aware of the financial conditions of the
17 church.

18 Q. Why did Reverend Brantley want to oust you as
19 interim chairman of the Trustee Board?

20 A. Well, that leads back a long time because I had,
21 when Reverend Brantley first came there, I had a
22 lot to say about the amount of money that was
23 spent in his office. I can't say that's one
24 reason why, but for some reason, he just didn't
25 like what I was doing and I wouldn't -- he would

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1 make requests for monies. For instance, if a
2 preacher came there and sat in for him on a
3 Sunday and he wanted to give that preacher two
4 hundred, two hundred and fifty dollars, he would
5 come in and request that. But, the church voted
6 to give visiting pastors a hundred and fifty
7 dollars. And he put a voucher in one Sunday for
8 two hundred dollars, two hundred and fifty, I'm
9 sorry, and I drew a line through it and put a
10 hundred and fifty dollars there.

11 So, when he came in and asked Ms. Roche, he
12 said, did you get my voucher. She said, yeah, I
13 got it, but you need to look at it because it's
14 not for the amount of money you put. He said,
15 what is it. She said, well, Brother Bell changed
16 it to a hundred and fifty dollars. He said, I
17 want two hundred and fifty dollars. And I was
18 sitting in the back counting money, and I thought
19 that if he had a problem with that that he would
20 come to me. But, he never said anything. He
21 turned around and walked out. And he did tell
22 Ms. Roche to find the money somewhere. I
23 couldn't be controlled by Reverend Brantley.

24 Q. When Reverend Brantley first became pastor at
25 Saint Matthew Baptist, how much money was spent

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1 Q. Is it your position that the stress of Reverend
2 Brantley accusing you at the May 22nd, 2006
3 meeting, combined with the stress associated with
4 what others in the church might think about you,
5 contributed to your heart attack in June of 2007?

6 A. I've always figured that it did.

7 Q. How do you feel about the comments that Reverend
8 Brantley made about you at the May 22nd, 2006
9 meeting? And how do you feel about the way
10 Reverend Brantley handled you, in general?

11 A. I think Reverend Brantley handled the entire
12 situation that night wrong, and I thought it was
13 deplorable for him to get up and make the
14 statement that we had misappropriated funds in
15 the amount of three hundred thousand dollars and
16 he knew nothing about it, when he knew what that
17 money was for, and he knew what we used the money
18 for. So, I thought it was very inappropriate for
19 him to do that.

20 Q. Why do you think he did it?

21 A. I think he did it because he really wanted us out
22 of office. He could not control us the way he
23 wanted to control us, and he did a lot of things,
24 Reverend Brantley did a lot of things. He moved
25 people out of positions that were in positions in

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1 the church when he came there. And I think along
2 with some other people, he concocted the idea
3 that he had to move some people out of the way so
4 he could have his way.

5 Q. Did the church constitution give Reverend
6 Brantley the authority to move people in and out
7 of positions?

8 A. I don't think it gave that. But, let me go a
9 little further on the church constitution. I
10 have never seen a copy of the church constitution
11 being used at any meeting except the meeting
12 prior, the meeting up to May 22nd and May 22nd.
13 I've never seen that. At that particular
14 meeting, he had a copy and Deacon Waring had a
15 copy, and they were used that night to remove, to
16 try to remove Ms. Grant that night. But, one of
17 the deacons that didn't, he didn't, I don't think
18 he knew what was going on. He made the motion
19 that Ms. Grant be placed back in that position as
20 church clerk and, of course, we took a vote on
21 it, and it passed.

22 Q. What is this case about?

23 A. This case is about the false accusations made by
24 Reverend Brantley in reference to the
25 misappropriation of funds at Saint Matthew

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Attn: Herri Miller

June 14 2004

Called Church Meeting On
 Rev Brantley Presiding Prayer 1st ^{Chapter} ^{1/3} ^{convention}
 Subject Property located at Grayson and
 N. Atlanta Streets. ~~Building~~ Building consist of
 16 - 1 bedroom units - rent range from 199⁰⁰ to
 299⁰⁰ per month. Current gross income is
 approximately 4000⁰⁰ a month or 48,000⁰⁰ a year.
 the units are totally electric individually metered
 heated by baseboard type heating cooled by
 a single window type air conditioner. Single
 water meter for the building paid by the owner.
 About 400⁰⁰ monthly insurance and taxes
 estimated at 400⁰⁰ a month.

The asking price is 340,000⁰⁰ dollars.

After inspection of some of the units repairs
 would be around 34,000⁰⁰ or 32,000⁰⁰.

As repairs and improvements are made we

anticipate higher rent for these units. A
 small increase of 50⁰⁰ per unit would gross by
 800/month or 9,600⁰⁰ yr. Interest rates are

the lowest at the present. The expected means

of purchasing this property would be a 30 year
 fixed rate mortgage possible interest rates

8%. This would be a combination purchase and
 construction improvement loan. We ask that
 you grant us approval to pursue purchase of
 this property and if successful at 160,000⁰⁰.

St. Matthew Baptist Church Meeting

May 22, 2006

7:00 P.M.

Rev. Dr. Clinton Brantley, Presiding

Opening Hymn: Thank You Lord

Scripture: Psalm 40

Prayer: Dea. Brockington

Rev. Dr. Brantley called the meeting to order reading from Ephesians 5.

The minutes were read by Sis. Celestine Holmes. It was moved and seconded by Dea. Mays and Sis. Doris Grant respectively that the minutes be accepted for information.

Rev. Brantley invited the church to welcome the confirmation of the new Deacons (Deacons Brockington, Heyward, and Thompson). He added that although he had nominated Bro. Harney and Bro. John Holmes for deacons as well, Bro. Harney had declined and Bro. Holmes was not ready at this time.

Budget Report: The Budget Report covering Jan. - Mar. 2006 was read by Sis. Francina Roche. It was noted that our expenses exceeded our income. Sis. Crawford then asked, "Where did the money come from?" A: Some of it was brought forward from last year and some came from the Bldg. Fund. If we continue at the present spending rate, we will have to go to our Building Fund which is what we have been having to do. Some of the questions asked and answered: Q: Is that considered the Operating Fund or the Building Fund? A: The Operations Account. Q: Are we operating out of our Savings Account? A: At times we went into our Building Fund to pull us through. Q: Is it prudent to manage our buildings with our Savings? A: We have not had the income necessary to operate on, so thank God we still have savings. Q: Do we have any expenditures for the apartment buildings? A: That will be addressed later in this meeting. It was moved and seconded by Dea. Mays and Dea. Cohen respectively that the report be accepted as read for information.

Rev. Brantley began his **State of the Church Report**. Bro. Vernon Holmes asked about giving the Trustee's Report. Rev. Brantley said that he wanted to change the order of the meeting and give his report first. He went on to say that the Pastor is responsible for leading the Church. At the last meeting the Church had been mortgaged and there was no insurance on the buildings that had been purchased. The apartment buildings had been purchased for \$160,000 with \$40,000 on repairs. What's more, the Trustees had not placed any insurance on the buildings. In addition to all of this, a \$300,000 mortgage had been placed on the Church. He said that he didn't know anything about it. He also said that he had never been informed as to the status of the situation and has been constantly deceived throughout. He read a letter to the church that he had written to

Trustees James Bell, Vernon Holmes and Ira Banks. (At this time the trustees and others began handing out copies of a financial report. Rev. Brantley asked that they refrain from doing so until he had finished his report. They did.) He felt that as a result of all these actions, that they should be removed as trustees. Bro. Vernon Holmes said that the Pastor didn't have the authority to do that. After a few outbursts, Sis. Gerrie Miller motioned that we should bring in the Moderator to help us through this situation. Dea. Brockington seconded. Dea. Crosby interrupted saying that there was confusion with the motion, i.e. as to who the moderator was. It was explained that we were referring to Rev. Dr. Givens. Sis. Freeman felt that we were capable of handling this issue in-house. Dea. Mays said that he had contacted the Moderator at an earlier time who said we have a Pastor and should settle it in-house. Dea. Waring said the discussion was becoming a circus and suggested that we conduct it in an orderly fashion with Bro. Seth Whipper being the Parliamentarian. Sis. Miriam Garrett said, "The Pastor has brought information to us. Let's give them (referring to Bro Holmes, Bro. Bell, and Bro Banks) the opportunity to explain their side and then move on in decency and order." A motion was made to let the Trustees respond to the Pastor's accusations. It was also overwhelmingly voted to do so and to not bring in the Moderator.

Bro. Banks gave his report on how the buildings came to be purchased and policies and practices affecting them. He also passed out handouts explaining financial expenditures and timelines. Bro. Bell read a letter from himself to Rev. Brantley which requested a meeting to address financial concerns regarding the church. He said that he would not pass out detailed financial information but the members were free to review them at their convenience. Sis. Roche gave a chronological explanation of the Grayson St. apartments, how they came to be purchased and recent problems with retaining insurance. She noted that each expenditure had been approved by both Dea. Waring and Bro. Bell. Bro. Gilliard Jr. felt that some of the numbers didn't add up. Sis. Roche explained where the numbers came from. Bro. Gilliard Sr. said he felt that had the members known that a lien been put on the church, we would not have agreed. Bro. Holmes said that the loan was secured by the Church. Bro. Crosby: "Didn't we know how much the repairs would cost?" Sis. Green: How many units are occupied? Sis. Garrett: "For the record, who was the Pastor at the time the purchases were made? A: Rev. Brantley. Q: The Pastor said he was not aware, isn't that right? A: The Pastor attended all meetings where these issues were discussed and approved and as a result should be aware. Sis. Shecut: Do any properties have insurance? A: We have partial insurance, but when the fire occurred, the resulting safety inspection prevented us from securing complete insurance until all discrepancies have been brought up to standard. Q: Is anything being done to correct this? Sis. Roche: "I have been continuously trying to secure insurance but until we can make the necessary repairs, it will continue to be a problem. Sis. Shecut: I have experience in this area and will gladly volunteer my time to help us get this done. Dea. Thompson: Did we have a letter indicating cancellation of insurance? A: Yes. Dea. Thompson: After the fire, did we file a claim? A: Yes. However, we were still "under the umbrella." Rev. Brantley: "I was not consulted on any of this." Dea. Brockington said there seemed to be conflicting amounts on the financial printout. Sis. Roche said that he was misinterpreting the report. Additional amounts were used from the Operating fund as well as other sources and went on to explain. Sis. Washington: What does

“under the umbrella of the church” mean?” A: Since the properties were purchased by the Church and the church has insurance, for 90 days those properties would be covered “under the umbrella” of the church’s insurance. Q: Before we made the purchase, who did the research to make sure that before we risked our non-profit tax exempt status by mixing our non-profit corporation funds with our for-profit corporation funds that we don’t risk losing our non-profit tax status of our church? A: The Board of Directors once it’s formed. There were some discussions about making it a 501C, but for whatever reason it hadn’t taken place yet. Q: Who did the research to use the church as collateral? A: Bro. Vernon Holmes read excerpts from previously approved minutes concerning purchasing the apartments. The minutes indicated that the purchase was discussed and approved in Trustee Board, Joint Board, and Church Meetings. The minutes also indicated that the Pastor attended all meetings where those actions were discussed and approved. Sis. Gwen Brown asked for a definition of the terminology used to define loan collateral. She said that we are in trouble because of the purchase of the property. When asked, Bro. V. Holmes said that Rev Brantley did not sign for the loan, that the Chairman of the Deacon Board (Dea. Manigault) and the Chairman of the Trustee Board (Bro. Vernon Holmes at that time) normally sign those type of documents. Dea. Garrett said that if the loan is not paid off, then we could lose the church, so the church in fact, was mortgaged more so than being just used as collateral. Bro. Holmes said the church was used as collateral to secure the loan—not mortgaged off as being said.

Some questions to Bro. Holmes: Q: Did the committee organized (Community Development Corporation) to deal with the apartments ever meet, and if so, what did they do. A: No, they were never seated.

Q: Did we try to secure the apartments without using the church as collateral?

A: No institution will loan that amount of money without some type of security, so they decided to use the church building as security.

Q: Was the pastor aware of these discussions or should he have known?

A: The Pastor sits on and attended the Trustee Board, Joint Board, and Church Meeting where these items were discussed and approved.

Bro. Seth Whipper read excerpts from the Church’s Constitution affecting this discussion. Sis. Butler asked if we could sell the property. A: Someone responded that that’s a consideration. Bro. Bell then read a memorandum dated Nov. 20, 2005, requesting a meeting with Rev. Brantley. He said that to this date, the Pastor had not replied.

Rev. Brantley said that his goal has always been to be open. Bro. Allen Brown gave him information on everything first and then to others. He said that he should not have to wait to receive this information when everyone else is receiving it at board meetings. They (the trustees) should respect him as Pastor. That has not been the case. He feels that Bro. Vernon Holmes (because he was the chairman when the apartments were purchased), Bro. James Bell, and Bro. Ira Banks (the interim chairman and vice-chairman respectively) should be removed as trustees and the chair be replaced. “I still stand that I cannot work with these individuals, therefore that’s the action that I took because they circumvent my authority.” Bro. V. Holmes said that no effort was ever made to

circumvent the Pastor. Rev. Brantley felt that as the leader of this flock, he should be able to work with whomever he felt comfortable. Dea. Mays said we should leave it up to the Church to make the decision. It was moved and seconded that the Pastor's motion be accepted. Unreadiness: Sis. Rosmond Black asked the Pastor did he get the information that was read out by the Trustees and did he carry out an investigation as to what these men have or have not done. Rev. Brantley said, 'No, they would not meet with him. A letter from Bro. Bell said he would only meet with the Pastor and Dea. Waring.' He also said that their actions bordered on insubordination. Q: Did the Trustees get an okay to purchase the apartments? A: Yes. Dea. Middleton interjected that until we start acting Christ-like, we are in trouble. Sis. Crawford said that she still has not heard of any misappropriation. We need to stop, think, and pray about what we are doing. She has never seen the Church more divided as she has seen tonight. Sis. Gwen Brown said that Sunday School has empty seats. Integrity is missing. We must have respect for our Pastor and love for St. Matthew. Min. Brantley noted the letters on the 5th and 8th of May between Rev. Brantley and Bro. Bell. She felt that it was very disrespectful and that more so than the money issues there was a power struggle going on. Sis. Hosey said that there is only one Pastor and he says he cannot work with these men. They need to be replaced.

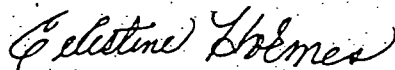
Sis. Holmes felt the issue goes beyond these trustees and we should think beyond personalities, but what is best for the church. There are many issues that affect the church and we need people who can handle them which is what these guys are responsible for. We are often asked to make uninformed decisions without considering the consequences.

The motion to remove the three Trustees passed with 74 voting for removal, 14 voting against removing them and 23 abstaining. Rev. Brantley then moved that they now be removed and replaced with Bro. William Gilliard as the new Chairman of the Trustee Board. The motion passed by a majority of the voting members. The removed Trustees then left the meeting.

Sis. Brantley moved that the Trustee and Deacons be given authority to hire an accounting firm to do an audit of the financial books. Dea. Mays said it would be done. It was moved and seconded. Rev. Brantley said the Church will grow and there's a lot of work that needs to be done. Bro. Gilliard accepted his appointment and thanked the church. Sis. Holmes said that no one is indispensable and that she wanted to resign effective immediately. Rev. Brantley accepted her resignation with thanks.

The meeting was adjourned with the Song, "God Be With You" and a prayer by Rev. Brantley.

Humbly Submitted,



Celestine Holmes, Secretary
for Marie Grant, Clerk

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

John M. Milling, Circuit Court Judge

Case No. 2007-CP-10-896

Ira Banks, James Bell, and Vernon Holmes..... Appellants

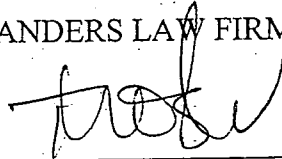
v.

St. Matthew Baptist Church, an Unincorporated
Association, and Clinton Brantley..... Respondents

CERTIFICATE BY APPELLANT

I certify that this Record on Appeal contains all material proposed to be included
by any of the parties and not any other material.

SANDERS LAW FIRM, LLC



Thomas O. Sanders, IV
Sanders Law Firm, LLC
1738 Three Oaks Avenue
Charleston, SC 29407
(843)573-8828
ATTORNEY FOR APPELLANTS

April 29, 2009
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
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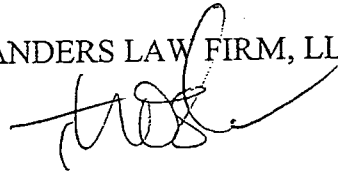
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PROOF OF SERVICE

I certify that I have served the *Record on Appeal* on St. Matthew Baptist Church, an unincorporated association and on Clinton Brantley by depositing a copy of it in the United States Mail, postage prepaid, on April 29, 2009, addressed to its respective attorneys of record: Richard C. Thomas (PO Box 8448, Columbia, SC 29202) and P. Gunnar Nistad (PO Box 877, Charleston, SC 29402).

SANDERS LAW FIRM, LLC



Thomas O. Sanders, IV
1738 Three Oaks Avenue
Charleston, South Carolina 29407
(843)573-8828
ATTORNEY FOR APPELLANTS

April 29, 2009
Charleston, South Carolina