

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2013-CP-10-1877

The RMUE through its General Officers)
Barbara B. Clark, Warren E. Hatcher,)
Cassie Keeton, Daniel Green, Powell)
Hampton, Amos Hatcher, Bobby Keeton,)
James Moseley, Willie B. Oliver,)

Plaintiffs,)

v.)

Herman Bolds, Richard Brown Cecil)
Parker, Theodore Miller, Carl Miller, Joan S.)
Roper, Martha Mathews, Thomasina G.)
Walker, Marilyn S. Washington, Jaree R.)
Stanley, Audrey Wilder, Derrick Lucas,)
Willie Parker, Jr. James Cromwell,)
James A. Roper, III, Elizabeth R. Parker,)
Jacqueline R. Miller, and Payne Church)

Defendants.)

ORDER

RECEIVED
MAR 14 2016
SC Court of Appeals

FILED
2016 FEB 10 PM 12:06
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

STATUS OF CASE

After I held a lengthy non-jury trial, I ordered mediation be held by September 1, 2015. I withheld ruling pending mediation. Mediation was held on August 31, 2015, but indications were that efforts were ongoing to remove one remaining contingency. A motion was filed to compel settlement, and on December 16, 2015 I held a hearing on that motion.


BRIEF STATEMENT OF MATERIAL FACT

I will make no effort to recite the facts, except as necessary to this order. The material facts, necessary to this order, are as follows:

- 1: The parties mediated until approximately midnight.
2. A hard-fought settlement was reached, with one contingency or caveat.

3. The contingency was approval by the Bishop, of Reverend Junious, as Pastor.
4. Reverend Junious was not approved by the Bishop.
5. Reverend Junious is not under any specific disqualification for the R.M.U.E. ministry.
6. Every agreement, especially, one to be presented to the Court, contains the implied condition of good-faith and fair dealing.
7. I view the intent of the agreement to require some objective reason for not appointing Reverend Junious.

Dicta

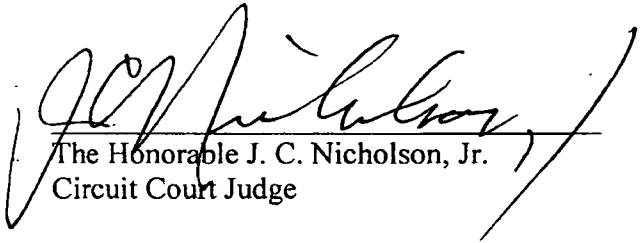


I have duly considered Mr. Johnson's zealous argument that no one, certainly no court, can compel the Bishop to issue an ordination, or to assign a Pastor. This is certainly an argument worthy of consideration. I am enforcing a settlement, not deciding ecclesiastical matters. I note that the Plaintiff has long sought pendent lite relief. My order basically restores the status quo ante of a united Payne R.M.U.E. Church pastored by Reverend Junious, until the issue is revisited at General Council in November 2016. November 2016 is long before any final decision could be heard on appeal.

PROPERTY RULING

While I fervently hope the issue is moot, I have decided to rule upon the issue of title to real estate. It was indicated that the Church itself may have pre-existed the R.M.U.E. affiliation. However, the real estate was deeded to Payne's Chapel R.M.U.E. Church. Payne R.M.U.E. Church still exists. Nothing has transpired to validly change the title. Specifically, the Quitclaim deed was signed by persons who were no longer members of Payne R.M.U.E. Church. The real estate of Payne R.M.U.E. is confirmed and quieted in favor of Payne R.M.U.E. Church, a/k/a Payne's Chapel R.M.U.E. Church.

I therefore hold that there is no failure of a condition precedent, and order that the settlement be enforced. It is now therefore ORDERED that the settlement appended hereto become the order of the Court. It is further ordered that any real property herein concerned is the property of Payne R.M.U.E. Church, a/k/a Payne's Chapel R.M.U.E. Church, not the newly formed corporate entity, Payne Church.



The Honorable J. C. Nicholson, Jr.
Circuit Court Judge

Dated: 2/9, 2016

At: Charleston, South Carolina