THE STATE OF SOUTH CAROLINA

In The Court of Appeals

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SC Court of Appeals

APPEAL FROM MCCORMICK COUNTY
Court of Common Pleas

Judge Frank Addy, Jr., Circuit Court Judge

Case No. 2013-002236

Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal (A.M.E.) Church.....Appellant-Respondent,

v.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison

..... Respondents- Appellants.

RECORD ON APPEAL

I.S. Leevy Johnson
William T. Toal
JOHNSON, TOAL & BATTISTE, P.A.
Post Office Box 1431
Columbia, South Carolina 29202
(803) 252-9700
Attorneys for Appellant-Respondent

Marvin Watson
333 Main Street
P.O. Box 799
Greenwood, SC 29648
(864) 229-2569
Attorney for Respondents-Appellants

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF MCCORMICK) CIVIL ACTION NO: 2011-CP-35-34
)
Samuel L. McPherson, as Presiding Elder)
Of The Abbeville-Greenwood District of)
the African Methodist Episcopal Church,)
)
Plaintiff,) ORDER
)
v.)
)
Henry Banks, Mary Robinson, Delois)
Phillips, Naomi Mattison, and Frank)
Mattison)
)
Defendants.)
)

FILED
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McCORMICK COUNTY, SC

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McCORMICK COUNTY, SC

FACTS/PROCEDURAL HISTORY

This matter comes before the Court on Plaintiff's Motion for a Temporary Restraining Order ("TRO") and Temporary Injunction pursuant to Rule 65(b), SCRCP. The Plaintiff sought to have this Court restrain and enjoin the Defendants from dispersing funds in an account for Rockford African Methodist Episcopal Church ("Rockford AME") or transacting business on behalf of Rockford AME. The Plaintiff also moved to enjoin and restrain the Defendants from coming onto church property and possessing and retaining church property. The TRO was signed on April 5, 2011, and a hearing was held within ten (10) days in Lexington on Wednesday, April 13, 2011 with both the Plaintiff, represented by Randall Williams, and the Defendants, represented by Marvin Watson, present.

Plaintiff's Motion for a Temporary Injunction is based on three (3) grounds: 1) that Rockford AME belongs to a hierarchical or connectional church, 2) the Defendants orally informed the pastor of Rockford AME they no longer wish to be affiliated with the church or its

PLAINTIFF'S EXHIBIT 2 6/29/11 at
PENGAD 800-631-6989

Connectional church and therefore the defendants have been placed on the roll as "left with certificate," and 3) the Defendants are not stewards or trustees because their tenure had expired and according to the bylaws, the Presiding Elder would assist with responsibilities until new stewards and trustees are installed. The Plaintiff asked to have Defendants not enter church property, to return church property including the banking records and keys, and to change the sign in front of the Church back to the original Rockford A.M.E.

STANDARD OF REVIEW

The granting of an injunction is within the sound discretion of the trial judge and will not be reversed absent an abuse of that discretion. *AJG Holdings, LLC v. Dunn*, 382, S.C. 43, 49, 674 S.E.2d 505, 507 (Ct. App. 2009). "An abuse of discretion occurs when the decision of the trial court is unsupported by the evidence or controlled by an error of law." *Peek v. Spartanburg Reg'l Healthcare Sys.*, 367 S.C. 450, 454, 626 S.E.2d 34, 36 (Ct.App. 2005).

DISCUSSION

"The purpose of an injunction is to preserve the status quo and prevent possible irreparable injury to a party pending litigation." *Id.*, at 49, 674 S.E.2d at 508, (citing *Peek v. Spartanburg Reg'l Healthcare Sys.*, 367 S.C. 450, 455, 626 S.E.2d 34, 36-37 (Ct. App. 2005)). The factors to be considered for granting a temporary injunction include: 1) plaintiff would suffer irreparable harm if the injunction is not granted; (2) plaintiff will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. *Id.*, at 51, 674 S.E.2d at 508 (citing *Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc.*, 361 S.C. 117, 121, 603 S.E.2d 905, 907 (2004)). Additionally, when seeking a temporary injunction, "[t]he plaintiff is not required to prove an absolute legal right...but the plaintiff must present a reasonable question as to the existence of such a right." *Id.*, at 51, 674 S.E.2d at 509. A court may consider the merits

of a case only to the extent necessary to determine whether a temporary injunction is appropriate. *Id.*

The Supreme Court of the United States has stated:

> [W]here resolution of the disputes cannot be made without extensive inquiry by civil courts into religious law and polity, the First and Fourteenth Amendments mandate that civil courts shall not disturb the decisions of the highest ecclesiastical tribunal within a church of hierarchical polity, but must accept such decisions as binding on them, in their application to the religious issues of doctrine or polity before them.

Serbian Eastern Orthodox Diocese v. Milivojevich, 426 U.S. 696, 709, 96 S.Ct. 2372, 2380, 49 L.Ed.2d 151, 162 (1976). In *Milivojevich*, the Supreme Court of the United States reversed the Supreme Court of Illinois' holding by finding it an impermissible intrusion into ecclesiastical decisions. The Illinois Supreme Court recognized that the church at issue was hierarchical and the authorized body within the church had made a decision to suspend and defrock a bishop, and ultimately found that the decision to defrock the bishop was defective under the internal regulations of the hierarchical church and was therefore "arbitrary" and invalid. *Id.*, at 718, 96 S.Ct. at 2384. The Illinois Supreme Court ordered the hierarchical church to reinstate the Bishop and, according to the United States Supreme Court, had "unconstitutionally undertaken the resolution of quintessentially religious controversies whose resolution the First Amendment commits exclusively to the highest ecclesiastical tribunals of this hierarchical church." *Id.*, at 720, 96 S.Ct., at 2386. The U.S. Supreme Court did provide that the First Amendment does require "civil courts to decide church property disputes without resolving underlying controversies over religious doctrine." *Id.* at 710, 96 S.Ct., at 2381.

In *Pearson*, the South Carolina Supreme Court affirmed that civil courts "'do have jurisdiction as to civil, contract and property rights which are involved in a church controversy,'

even though they have no jurisdiction of 'ecclesiastical questions and controversies.'" *Pearson*, 325 S.C., at 51, 478 S.E.2d at 852. The *Pearson* court cited *Morris Street Baptist Church v. Dart*, 67 S.C. 338, 45 S.E. 753 (1903) stating "[w]here...a church controversy necessarily involves rights growing out of a contract recognized by the civil law, or the right to the possession of property, civil tribunals cannot avoid adjudicating these rights, under the law of the land." *Id.* at 52, 478 S.E.2d at 852.

According to Plaintiff's Motion for Temporary Injunction and Memorandum in Support of Motion for Temporary Injunction, the dispute involves possession or ownership of certain church property, disruption of church services and the sign located in front of the church on church property. Throughout the Defendants' Affidavits, they refer to the church as "Rockford African Methodist Episcopal Church." Additionally, they refer to the Connectional Church. In light of the evidence presented, the Rockford African Methodist Episcopal Church is affiliated with the hierarchical church, the African Methodist Episcopal Church, which is governed in accordance with the text of *The Book of Discipline of the African Methodist Episcopal Church* (Plaintiff Exh. 2). The governing rules regarding church property provide:

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

(Plaintiff Exh. 2). Additionally, the rules provide that a Board of Trustees, to be elected by the local church, "holds the property IN TRUST for the General Church and not in their individual capacities. When the local church shall be incorporated, all property- real, personal, or mixed- shall be deeded to it in its corporate name, IN TRUST for the African Methodist Episcopal Church, Inc." (Plaintiff Exh. 2).

According to the Affidavit of Elder Samuel L. McPherson the Defendants are no longer trustees or stewards and therefore have no authority to carry on church affairs. Elder McPherson also testified that under the governing document of the African Methodist Episcopal Church, The Book of Discipline, the Trustees of the Rockford AME Church are to hold the property in trust for the Connectional church.

Given the testimony and evidence presented that Rockford AME remains in connection with the hierarchical church of African Methodist Episcopal Church, Inc., and there has been no testimony or evidence that Rockford AME has disassociated from the hierarchical church, the rules governing the church property are to be adhered to in order to maintain the status quo until a trial can be had on the merits. The dispute as to whether the Defendants are in fact members of the church is of no consequence to the decision of this Court, and furthermore, the Defendants are not restrained from entering church property for worship services as long as there is no disruption.

CONCLUSION

In considering the Book of Discipline's rules governing church property, the evidence that the property is held in trust for the higher connectional church, the testimony and affidavits of both parties that Rockford AME remains affiliated with African Methodist Episcopal Church, Inc., and all other evidence presented, the Plaintiff's Motion for Temporary Injunction is granted, with the exception that the Defendants are allowed to enter church property as long as there are no disruptions.

IT IS THEREFORE ORDERED that the Defendants are to return the church property, including the books and the keys, to the Pastor in order for the accounts of Rockford AME to be maintained, to pay the church bills, and in order to enter the church property. Further, the

Defendants are to return the sign outside of the Church to its original state, "Rockford A.M.E." The Defendants must comply with this Order within three (3) days of receiving this Order. The Defendants are not restrained from entering onto church property as long as there is no disruption of church services.

AND IT IS SO ORDERED.

R. Knox McMahon
Presiding Judge,
Eleventh Judicial Circuit

Lexington, South Carolina
April 26, 2011

STATE OF SOUTH CAROLINA COUNTY OF MCCORMICK Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, v. Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison, Defendant.	IN THE COURT OF COMMON PLEAS FOR THE ELEVENTH JUDICIAL CIRCUIT Civil Action No. 2011-CP-35-34 **ORDER**

FILED
MARIANNE F. BUTLER
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CLERK OF COURT
McCORMICK COUNTY, SC

This matter came before the Court on June 29, 2011 for a hearing for Rule to Show Cause based on Plaintiff's Petition for Rule to Show Cause as to why the Defendants have not abided by the Court's Order dated April 26, 2011. Randall Williams, Esquire appeared on behalf of the Plaintiff. Marvin Watson, Esquire appeared on behalf of the Defendants. This Court signed the Order, dated June 16, 2011, requiring the appearance of the parties for the hearing on June 29, 2011 in Saluda County for the Rule to Show Cause.

A Temporary Restraining Order was signed by this Court on April 5, 2011 and a hearing was held on April 13, 2011. An Order granting Plaintiff's Motion for a Temporary Injunction was signed by this Court on April 26, 2011. This Court ordered the Defendants to return church property, including any books and keys, to the Pastor of the Rockford A.M.E. Church, and to return the sign outside of the Church to its original state. The Order granting the Temporary Injunction allowed the Defendants to enter church property as long as there was no disruption. The Plaintiff's Petition requests (1) to have Defendants held in contempt of court for violation of the court order, (2) to prohibit the Defendants from retaining church property and requiring Defendants to return church property, and (3) to award Plaintiff a reasonable attorney's fee.

Plaintiff's Petition for Rule to Show Cause filed on June 3, 2011 alleges that the Defendant Naomi Mattison and Delois Phillips executed a check dated March 20, 2011 made payable t Defendants Delois Phillips or Henry Banks or Naomi Mattison and money was withdrawn fror the Rockford A.M.E. Church's bank account in the amount of $117,536.00. The Plaintiff allege that in failing to return the money, the Defendants violated the Order of this Court grantin Plaintiff's Temporary Injunction. Additionally, the Plaintiff's Petition alleges that the Defendant failed to return bank statements, the Church minutes, and Church hymnals. The Plaintiff allege the Defendants returned the wrong set of keys to the post office box belonging to the church an by failing to restore the church sign to its original state.

At the hearing, testimony and evidence was presented that the Defendants paid certai bills of the church from the $117,536.00 withdrawn from the church account in the amount o $2,660.82. The balance of $114, 875.18 was placed in Certificates of Deposit at the Greate Abbeville Federal Credit Union. Additionally, according to testimony at the hearing, the Defendants painted an "E" on the church sign in order to restore the name on the sign tc Rockford A.M.E., as was required by the Court order. The hymnals, the safety deposit keys, anc certain financial records were provided to the attorney of the Plaintiff, Mr. Williams, and were later given to the Pastor. Regarding the post office box key, Defendant Henry Banks testified that the key was not in his possession or any of the Defendants' possession because it had been returned to the post office prior to the lawsuit.

THEREFORE IT IS ORDERED that there was no willful contempt of this Court's order dated April 26, 2011 by the Defendants. The matter regarding the possession of the post office box key is moot and the Defendants should not be in receipt of any bills of the Church and shall not have a post office box in the name of Rockford A.M.E. Church. This Court finds that

the Defendants did not willfully and intentionally violate this Court's order by painting on the church sign although it did not completely restore the sign to its original state. The matter of the sign is now deferred to Rockford A.M.E. Church. Furthermore, this Court orders the following:

1. Defendant Henry Banks, the named person in possession of the certificates of deposit, shall deliver the certificates of deposit to the Clerk of Court for McCormick County by 12:00 p.m. on Friday, July 30, 2011. The certificates shall be held in trust by the Clerk of Court of McCormick County. The funds may not be cashed, dispersed, altered, or changed in any manner until further order of the Court. A copy of this Order shall be served on the Greater Abbeville Federal Credit Union.
2. If there are any bank statements of Rockford A.M.E. Church dated January 11, 2011 to the present, in the possession of any of the Defendants or agents of the Defendants that have not been provided to the Plaintiff, shall be provided to the Plaintiff through his attorney, Randall Williams, by 5:00 p.m. on July 6, 2011.
3. The church minutes of official board meetings and/or church conferences, held in the possession of the secretary of the church, if those minutes exist, are ordered to be provided to the Plaintiff through his attorney, Randall Williams, by 5:00 p.m. on July 6, 2011.

AND IT IS SO ORDERED.

R. Knox McMahon
Presiding Judge,
Eleventh Judicial Circuit

Saluda, South Carolina
June 29, 2011

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF MCCORMICK	)	**Civil Action No. 2011-CP-~~34~~ 35-00035**
Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church,	)	
Plaintiff,	)	
vs.	)	**ORDER**
Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison,	)	
Defendants.	)	

THIS MATTER IS BEFORE THE COURT on various motions. The court held a hearing on this matter on May 22, 2013 in McCormick. Present were Randall R. Williams, Esquire, for Plaintiff and Marvin R. Watson, Esquire, for Defendants. After reviewing the parties' evidence and arguments, I find as follows:

I. FACTS

Many facts in this case are not in dispute. The Rockford Church is a small church located in Mt. Carmel, South Carolina. For at least the past 50 years, the Rockford Church has been affiliated with the national African Methodist Episcopal Church (the AME church). The AME church is a national hierarchical church connected to numerous local churches. Local churches are organized into districts, each of which is supervised by a presiding elder. Plaintiff Samuel McPherson is the Presiding Elder of the Abbeville-Greenwood District of the AME church. During its affiliation with the AME church, Rockford Church was a member of the Abbeville Greenwood District. The by-laws of the AME church are expressed in the Book of Discipline of the African Methodist Episcopal Church (the Book of Discipline).

In 2010, the congregation of the Rockford Church became disenchanted with the AME church's management of its local churches. Specifically, the Rockford Church alleges it could

not afford to continue paying membership dues to the AME church. In February 2011, the officers of Rockford Church informed their minister that they wished to end Rockford Church's affiliation with the AME church. The minister informed Plaintiff that members of the church, some of whom are named as Defendants[1] in this suit, had withdrawn from the AME church. Plaintiff then filed this suit in March 2011 seeking a declaration that all property of the Rockford Church was held in trust for the benefit of the AME church. Defendants answered and asserted counterclaims of defamation, negligent misrepresentation, breach of fiduciary duty, and intention infliction of emotional distress. The court granted Plaintiff's request for a temporary injunction preventing Defendants from disposing of church property. The procedural history of this case is somewhat complicated by the multiple issues arising from this injunction; however, the parties seem to have resolved the disputes over most of the smaller items of personal property. At this time, the claims in this suit revolve around three distinct items of property: two parcels of real estate and a bank account.

The remaining disputed property is presently titled in the name of the Rockford Church. The first parcel of real estate is a four and one half acres tract (the 4.5 acre tract) upon which sits the Rockford Church sanctuary. The other parcel is a thirteen and one-tenth acres tract (the 13.1 acre tract) adjacent to the 4.5 acre tract. Finally, the bank account was maintained at First Citizens Bank in Columbia, South Carolina. The funds from that account have been placed in a certificate of deposit that is in the control of the McCormick County Clerk of Court. According to the members of the Rockford Church, these funds were raised over the years in a variety of campaigns for improving the sanctuary located on the 4.5 acre tract.

The parties have engaged in extensive discovery in this case. The record before the court contains numerous submissions, including property deeds, bank records, affidavits from named and unnamed defendants, affidavits from Plaintiff, depositions, and a copy of pertinent parts of the Book of Discipline. The court currently has before it numerous motions to strike, motions to dismiss, motions for summary judgment, and motions to dismiss that have been converted to motions for summary judgment by the submission of matters outside the pleadings. However, this case ultimately involves a question of law as to who holds legal and equitable title to the local church property. Because the record has been sufficiently developed, the court is

[1] Named defendants appear to be trustees or officers of Rockford Church.

comfortable deciding the motions for summary judgment at this time, which will render all other pending motions moot.

II. STANDARD OF REVIEW

"The purpose of summary judgment is to expedite the disposition of cases which do not require the services of a fact finder." Bennett v. Investors Title Ins. Co., 370 S.C. 561, 569-70, 635 S.E.2d 660, 665 (Ct. App. 2006) (citations omitted). A trial court should grant a motion for summary judgment when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. The moving party has the burden of clearly establishing the absence of a genuine issue of material fact. Bennett, 370 S.C. at 569, 635 S.E.2d at 664-65 (citing Jones v. State Farm Mut. Auto. Ins. Co., 364 S.C. 222, 228, 612 S.E.2d 719, 722 (Ct. App. 2005)). Once the moving party meets the initial burden, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial. Id., 635 S.E.2d at 665. "If triable issues exist, those issues must go the jury." Id. at 568, 635 S.E.2d at 664 (citing Mulherin-Howell v. Cobb, 362 S.C. 588, 595, 608 S.E.2d 587, 591 (Ct. App. 2005)). "However, when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted." Id. at 569, 635 S.E.2d at 664 (citations omitted).

III. LAW/ANALYSIS

A. Ownership of Property

The parties have raised cross-motions for summary judgment regarding ownership of the local church property. Plaintiff contends that the Rockford Church was a hierarchical church and that its trustees and members are bound by the tenants and provisions contained in the Book of Discipline. These provisions dictate that all local church property is held in trust for the benefit of the AME church regardless of how the property is titled or deeded. Defendants agree that Rockford Church was a hierarchical church connected to the AME church. However, they contend that this court does not have jurisdiction to hear this suit because it is essentially a dispute over church governance, and a civil court cannot interfere in the internal affairs of a church. In the alternative, Defendants contend that all church property is titled to Rockford Church under state property law and that the Book of Discipline is not applicable. For the

reasons that follow, the court finds that Rockford Church is the legal owner of the 4.5 acre tract and the bank account, and that the AME church is the equitable owner of the 13.1 acre tract.

1. Neutral Principles of Law

First, the court must have jurisdiction to hear this dispute. Generally, courts may not attempt to resolve disputes concerning "religious law, principle, doctrine, discipline, custom, or administration." Pearson v. Church of God, 325 S.C. 45, 52, 478 S.E.2d 849, 853 (1996). Where resolution of such disputes "cannot be made without extensive inquiry into religious law and polity," the First Amendment forbids a civil court from hearing the dispute. Id. at 49, 478 S.E.2d at 851. However, "courts cannot avoid adjudicating rights growing out of civil law" such as disputes involving contract or property law. Id. at 52, 478 S.E.2d at 853. Thus, "where a civil court can completely resolve a church dispute on neutral principles of law, the First Amendment commands it to do so." All Saints Parish Waccamaw v. Protestant Episcopal Church in Diocese of S.C., 385 S.C. 428, 445, 685 S.E.2d 163, 172 (2009). Applying the above principles to this case, the court finds it may exercise jurisdiction over this matter without violating the First Amendment. This case asks the court to decide whether state property law recognizes a trust in favor of the AME church. A decision on this issue can be rendered with "very little inquiry into religious law." Pearson, 325 S.C. at 53, 478 S.E.2d at 853. Rather, the court can resolve the dispute by reference to "objective, well-established concepts of trust and property law[.]" All Saints Parish Waccamaw, 385 S.C. at 444, 685 S.E.2d at 172. See also Roland F. Chase, Annotation, What Constitutes "Neutral Principles" Applicable To Property Disputes In Hierarchical Churches – "Formal Title" Doctrine, 52 A.L.R.3d 324, §4[b] (1973) (collection of cases resolving property disputes by reference to "relevant deeds and other documents affecting title"). Therefore, the court has subject matter jurisdiction over this matter.

2. Real Property

The court finds that the 4.5 acre tract is owned by the Rockford Church, and that the AME church has no legal or equitable interest therein. This tract was created by the merger of several smaller parcels of land. The first parcel was purchased by the Rockford Church in 1898, before the creation of McCormick County out of parts of Abbeville, Edgefield, and Greenwood counties. The deed to this parcel is maintained by the Abbeville County Clerk of Court. It purports to convey to "Trustees of Rockford African Methodist Episcopal Church of Abbeville County" a parcel containing "one half acre more or less[.]" The second parcel was purchased by

the Rockford Church in 1914. This deed is also held in Abbeville County and purports to transfer to "Trustees of Rockford Church" a parcel consisting of "One acre and five rods, more or less[.]" The third parcel, consisting of "four acres, more or less," was previously owned by the trustees of the Rockford School. The Rockford Church allegedly purchased this parcel from the trustees of the Rockford School sometime prior to 1929; however, no deed was ever recorded for this parcel. The Trustees of Rockford African Methodist Episcopal Church initiated a quiet title action in 1999 concerning all the church's property holdings. The Special Referee's Order and the resulting deed conveyed 4.5 acres to the "Trustees of the Rockford African Methodist Episcopal Church."[2]

None of the deeds in the chain of title for the 4.5 acre tract create a trust in favor of the AME church. "To prove the existence of a trust, the following elements must be shown: (1) a declaration creating the trust, (2) a trust res, and (3) designated beneficiaries. Furthermore, the trust declaration must be in writing when the trust property includes realty." Foster v. Foster, 384 S.C. 380, 384, 682 S.E.2d 312, 314 (Ct. App. 2009) aff'd, 393 S.C. 95, 711 S.E.2d 878 (2011) (citing Whetstone v. Whetstone, 309 S.C. 227, 420 S.E.2d 877 (Ct. App. 1992)). Here, there is no declaration in the record indicating the property is held for the benefit of the AME church. There is also no writing evidencing an intent to place the real property in trust for the AME church. These deeds clearly indicate that the real property was conveyed to the trustees of the Rockford Church, with no mention of the AME church. Therefore, there is no express trust in favor of the AME church. Furthermore, the fact that the Rockford Church assented to connect with the AME church and abide by the Book of Discipline does not equate to the creation of a trust in favor of the AME church. See All Saints Parish Waccamaw, 385 S.C. at 449, 685 S.E.2d at 174 (holding that a national church's governing cannons cannot have any legal effect on title to the local church's property absent an express declaration of trust or transfer of property). Therefore, Rockford Church holds legal and equitable title to the 4.5 acre tract.[3]

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[2] The court notes that this parcel has since been transferred to "Rockford Church" in 2010. However, that transfer was clearly made with the intention of avoiding any claim of title by the AME church. Therefore, the court has not considered the 2010 deed in resolving the dispute over ownership of this tract.

[3] The court is also persuaded by the fact that the trustees placed a trust provision in a deed to the 13.1 acre tract that they acquired a year earlier. Had the trustees intended to hold the 4.5 acres in trust, they could have likewise included a trust provision in the 1999 deed.

On the other hand, the AME church holds equitable title to the 13.1 acre tract. The Trustees for the Rockford African Methodist Episcopal Church acquired this tract in 1998. In the deed conveying the tract to the trustees, the grantor purports to convey the tract to the trustees "in Trust for the African Methodist Episcopal Church, Inc." This express language in the deed is sufficient to create a trust under state law because it is in writing and 1) declares to create a trust, (2) includes trust res in the form of real property, and (3) designates the AME church as beneficiary. See Foster, 384 S.C. at 384, 682 S.E.2d at 314. Therefore, the AME church is the beneficiary of an express trust, and holds equitable title to the 13.1 acre tract.[4]

3. Bank Account

The Rockford Church is the legal and equitable owner of the funds currently on deposit with the McCormick County Clerk of Court. Prior to this litigation, the funds were held in a bank account at First Citizens Bank in the name of "Rockford Church" with no reference to the AME church on the account. Members of the Rockford Church have overwhelmingly indicated that the funds in the bank account were *inter vivos* gifts to the church for the purpose of repairing the sanctuary. These funds were clearly gifts to the Rockford Church. See Barnwell v. Barnwell, 323 S.C. 548, 556, 476 S.E.2d 492, 497 (Ct. App. 1996) ("If a donor intends to confer on another ownership of his property, and if he proceeds so far as to do it, then the gift is complete." (quoting Meyerson v. Malinow, 231 S.C. 14, 25-26, 97 S.E.2d 88, 94 (1957))). Thus, the congregation intended to vest an irrevocable title to the funds in the name of the Rockford Church, not in the name of the AME church. Therefore, the funds belong to the Rockford Church.[5]

B. Defendants' Counter Claims

Finally, the court finds that Defendants' counter claims should be dismissed. The claims of defamation, negligent misrepresentation, breach of fiduciary duty, and intention infliction of emotional distress essentially arise from Plaintiff's management of church funds and from statements regarding the Defendants' membership in the Rockford Church or the AME church.

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[4] Again, the court notes that this tract was transferred to "Rockford Church" in 2010 in anticipation of this litigation. This transfer would not be sufficient to terminate the trust. To the extent this transfer was a breach of trust by the trustees, the AME church at least holds a constructive trust in the land. Therefore, equitable title remains in the AME church.

[5] The court could also find that the donations of funds were intended to create a trust in favor of the Rockford Church sanctuary. As such, equitable title to the funds would be with the Rockford Church as owner of the 4.5 acre tract upon which the sanctuary sits.

The court finds that the resolution of these claims would necessarily require the court to inquire into the internal administration of the Rockford Church and the AME church. The court cannot make a determination as to the truth or falsity of Plaintiff's statements regarding membership in the church because that is essentially an ecclesiastical decision. See Bowen v. Green, 275 S.C. 431, 434, 272 S.E.2d 433, 434 (1980) ("Generally, a civil court has no authority to intervene in cases involving expulsion from church membership where there is no question of an invasion of a civil, property or contract right." (citing T. W. Cousens, Annotation, Suspension Or Expulsion From Church Or Religious Society And The Remedies Therefor, 20 A.L.R.2d 421 (1952))). Likewise, the alleged mismanagement of funds is not reviewable because it is essentially an allegation that Plaintiff abused his power as elder of the AME church. See Bell v. Presbyterian Church (U.S.A.), 126 F.3d 328, 332-33 (4th Cir. 1997) (holding that a decision on how a church expend funds "falls within the ecclesiastical sphere that the First Amendment protects from civil court intervention"). The court cannot substitute its judgment as to the management of local churches for that of the AME church. Therefore, Defendants' claims of defamation, negligent misrepresentation, breach of fiduciary duty, and intention infliction of emotional distress must be dismissed for lack of jurisdiction.

IV. CONCLUSION

The right to worship in whatever manner one desires is one of the most personal and fundamental individual rights protected by our Constitution. While the court cannot answer difficult ecclesiastical questions of church administration, it has a solemn duty to ensure the resolution of state laws property disputes even when they involve opposing sides of a church body.[6] In this case, the court is constrained by the documents constituting the chain of title to these parcels of land. Plaintiff and Defendants had ample opportunity to ensure they utilized state law to carry out the directions of the Book of Discipline. In failing to do so, they are bound by our secular property laws.[7]

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[6] See Jones v. Wolf, 443 U.S. 595, 602 (1979) ("The State has an obvious and legitimate interest in the peaceful resolution of property disputes, and in providing a civil forum where the ownership of church property can be determined conclusively." (citing Presbyterian Church in U.S. v. Mary Elizabeth Blue Hull Memorial Presbyterian Church, 393 U.S. 440, 445 (1969))).

[7] See Presbyterian Church in U.S., 393 U.S. at 449 (encouraging churches to "structure relationships involving church property so as not to require the civil courts to resolve ecclesiastical questions").

THEREFORE, IT IS ORDERED THAT title to the 4.5 acre tract, and all the improvements appurtenant thereto, bearing McCormick County tax map number 024-05-01-010, shall be awarded to the trustees of the Rockford Church.

IT IS FURTHER ORDERED THAT title to the 13.1 acre tract, bearing McCormick County tax map number 023-00-00-016, shall be awarded to the trustees of the Rockford Church to be held in trust for the national African American Methodist Episcopal Church, Inc. Plaintiff may petition the court for judicial sale of this tract should the AME church determine that the Rockford Church is no longer a connected church.

IT IS FURTHER ORDERED THAT the funds held in deposit by the McCormick Clerk of Court shall be remanded to the possession of the trustees of the Rockford Church.

IT IS SO ORDERED.

Frank R. Addy, Jr.
Circuit Court Judge

June 27, 2013
Greenwood, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF MCCORMICK) Civil Action No. 2011-CP-34-00035

Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison,

Defendants.

ORDER DENYING PLAINTIFF'S MOTION TO ALTER OR AMEND

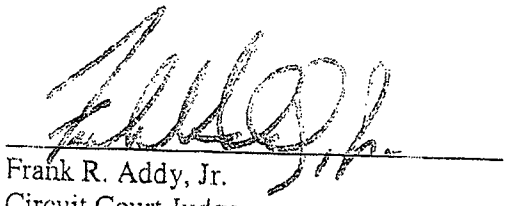
THIS MATTER IS BEFORE THE COURT on September 5, 2013 on Plaintiff's motion to alter or amend the court's order of June 27, 2013 pursuant to Rule 59 (e) of the South Carolina Rules of Civil Procedure. The original hearing in this matter was held on May 22, 2013. The hearing on the motion for reconsideration was held in Greenwood County with the consent of the parties. The court has considered the arguments of counsel for Plaintiff and Defendants, fully considered the applicable law and exhibits, reviewed the briefs submitted, and the court finds as follows:

(1) The order of June 27, 2013 shall be modified in one respect: The court wishes to clarify that the order of June 27, 2013 did not find as fact or otherwise hold that Defendants were the current Trustees of Rockford A.M.E. Church.

(2) With regard to Plaintiff's argument that the court should impose a constructive trust upon the real and personal property at issue in this case, the court finds that this argument was not raised at the hearing. Accordingly, consideration of this argument within the context of a Rule 59 motion would be improper. Additionally, the court can find no legal basis for imposition of a constructive trust under the facts of this case.

(3) In all other respects, the order of June 27, 2013 remains unaltered.

IT IS SO ORDERED.



Frank R. Addy, Jr.
Circuit Court Judge

September 6, 2013
Greenwood, South Carolina

FILED
2013 SEP 30 AM 10:42
CLERK OF COURT
McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF MCCORMICK	**Civil Action No. 2011-CP-35-00034**
Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, vs. Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison, Defendants.	**ORDER DENYING PLAINTIFF'S MOTION TO FOR DEPOSITION PENDING APPEAL**

Counsel for Plaintiff: Randall R. Williams, Esq.
Counsel for Defendants: Marvin Watson, Esq.

THIS MATTER IS BEFORE THE COURT due to the fact that, at the last hearing on this case, the court did not address Plaintiff's request for leave to take depositions during appeal pursuant to Rule 27 (b) SCRCP.

Plaintiff's motion is denied. In Plaintiff's motion counsel requests to take the deposition of Henry Banks again. Plaintiff seeks to take the deposition of other individuals related to checks which were purportedly moved from Abbeville Savings and Loan to First Citizens Bank. First, Plaintiff has already taken the deposition of Mr. Banks. Second, Plaintiff has already investigated the transactions and appears to understand when the funds were transferred and why. Third and most significantly, Plaintiff's motion does not detail the substance of the testimony which he anticipates to elicit from the witnesses, nor does the motion explain the reasons necessary for perpetuating their testimony.

The court finds that perpetuation of the witnesses' testimony is not necessary. Should Plaintiff succeed on appeal, Plaintiff may move to retake the deposition of Mr. Banks and may take the deposition of the other witnesses.

IT IS SO ORDERED.

Frank R. Addy, Jr.
Circuit Court Judge

September 24, 2013
Greenwood, South Carolina

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF MCCORMICK)
) Civil Action No. 2011-CP-35-00034

Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison,

Defendants.

ORDER DENYING PLAINTIFF'S MOTION TO ALTER OR AMEND ORDER DENYING DEPOSITION PENDING APPEAL

THIS MATTER IS BEFORE THE COURT without a hearing on Plaintiff's motion to alter or amend the court's order of September 24, 2013 under Rule 59 (e), SCRCP. That order denied Plaintiff's motion for depositions pending appeal.

The court has fully considered Plaintiff's motion, and the court reaffirms its previous order and ruling. Therefore, Plaintiff's motion is denied.

IT IS SO ORDERED.

Frank R. Addy, Jr.
Circuit Court Judge

October 13, 2013
Greenwood, South Carolina

STATE OF SOUTH CAROLINA)	**IN THE COURT OF COMMON PLEAS**
)	
COUNTY OF McCORMICK)	**Case Number: 99-CP-35-52**
Trustees for Rockford African Methodist Episcopal Church,)	FILE
Plaintiff(s),)	
-vs-)	**SPECIAL REFEREE'S ORDER**
Marshall Belcher, W.F. McCombs, Andrew J. Wheeler, Jr., Sam Tucker, Arthur Wheeler and Dave Belcher, as Trustees for Rockford School,)	ENTERED 99 NOV -4 PM 2:50
Defendant(s).)	

Pursuant to Rule 53 SCRCP, the above entitled matter was referred to the undersigned to make appropriate Findings of Fact and Conclusions of Law with authority to enter a final judgment in the cause. Any appeal from this Order is to the Supreme Court of South Carolina.

Pursuant to the said Order of Default and Reference, a hearing was held and was attended by Counsel and one James Louden, and one James Marshall Belcher on behalf of the Plaintiff. Sworn testamentary was taken. From the testimony and evidence, I find and conclude an Order as follows:

FINDINGS OF FACT

1. That the Summons and Complaint was heretofore filed in the Office of the Clerk of Court for McCormick County in July 16, 1999.

2. That service was made upon all Defendants by way of publication in a newspaper of general circulation in the County of McCormick, State of South Carolina and the same was

published once a week for three consecutive weeks and more than thirty (30) days has expired since the last date of publication as appears in the Affidavit of Default with regard to all Defendants.

3. That the Defendants are former Trustees for the Rockford School and cannot be located in the County of McCormick, State of South Carolina and were titled to the real estate hereinbelow described as Trustees and not individually and none of the Defendants would have individually inherited the real estate hereinbelow published.

4. That your Plaintiffs are a corporate body and have been in adverse possession of the real estate hereinbelow described in the following manner:

a) Plaintiffs have been in continuous possession and occupancy for a period of time in excess of eighty (80) years;

b) Plaintiffs have held occupancy in possession hostile with the intention to dispose the last known person entitled;

c) Plaintiffs have held open and notorious possession and occupancy so conspicuous that it is generally known, reputed in the community that Plaintiff's owned the property, the real estate, hereinbelow published;

d) Plaintiff's possession has been actual inasmuch as Plaintiffs have entered upon this land, improved this land and have possessed this land under "Color of Title";

e) That Plaintiffs exclusive possession has not allowed any other occupancy other than the Plaintiffs for a period of time in excess of eighty (80) years.

5. That Plaintiffs at some point prior to March 29, 1929, purchased the property hereinbelow described from the Defendant Trustees for Rockford School and did shortly thereafter take actual possession and did construct at least three (3) improvements or buildings on this property,

however, Plaintiffs predecessors as Trustees failed to either receive a written deed of title or failed to record the same and the same cannot be located at this point of time.

6. That the property which is the subject matter of this litigation is more particularly described as follows:

> All that certain piece, parcel or lot of land, lying situate and being in the County of McCormick, State of South Carolina, consisting in its entirety of 4.5 acres, with improvements thereon and more particularly located at the intersection of South Carolina Highway 81 or right-of-way thereof and State Highway S-33-152. The aforesaid property is more particularly described and published on plat of Rockford AME Church in the Mt. Carmel Township of date August 7, 1996, the same which shall be entered for record in the Office of the Clerk of Court for McCormick County.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. That Plaintiff have an estate in the real estate published herein, said estate known as a fee simple absolute estate, subject, however, to any encumbrances placed upon this property by the Plaintiffs.

2. That Plaintiffs have held this property adversely for a period of time in excess of forty (40) years and said adverse possession is sufficient under the Laws of the State of South Carolina to acquire good and sufficient title to the same.

3. That Plaintiffs are claiming adverse possession under "Color of Title", the same which shall afford Plaintiff's good and sufficient title to the real estate published herein.

4. That the Clerk of Court for McCormick County shall execute its deed to the Plaintiffs, awarding Plaintiffs title to the real estate published herein.

NOW, THEREFORE, IT IS ORDERED.

JOHN F. BYRD, JR., SPECIAL REFEREE
FOR McCORMICK COUNTY

Edgefield, South Carolina
Oct. 19, 1999

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011-CP-35-34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

SUMMONS

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the same on the same on the subscriber hereto, at this office, 110 Riley Ave., PO Box 3461, Greenwood, South Carolina 29648, within **Thirty (30) DAYS** after the service thereof, exclusive of the date of such service, and if you fail to Answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in said Complaint.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
P.O. Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
3-24, 2011

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

2011-CP-35-34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

COMPLAINT

The Plaintiff complaining of the Defendants herein would respectfully show unto this Honorable Court:

1. That Plaintiff is a Presiding Elder of the African Methodist Episcopal Church.

2. That Defendants Henry Banks and Mary Robinson are citizens and residents of McCormick County, South Carolina. That Defendant, Delois Phillips is a citizen and resident of Greenwood County, South Carolina. Further, that Defendants Naomi Mattison and Frank Mattison are citizens and residents of Abbeville, South Carolina.

3. That Rockford African Methodist Episcopal Church is located in McCormick County, South Carolina and all or a substantial portion of the acts giving rise to the complaint occurred or will occur or arise in McCormick County, South Carolina.

4. That the African Methodist Episcopal Church is hierarchal church governed in accordance with the Doctrine and Discipline of the African Methodist Episcopal Church 2008(herein the Discipline).

5. That Rockford African Methodist Episcopal Church has been affiliated with the African Methodist Episcopal for its existence.

6. That Rockford African Methodist Episcopal Church has real property located in McCormick County, South Carolina (Exhibit 1).

7. That under the book of Discipline, the Board of Trustees of a local church such as Rockford African Methodist Episcopal Church holds the property in trust for the General Church and not in their individual capacities (Exhibit 2).

8. That Defendants have informed their pastor that they neither wish to be associated with Rockford African Methodist Episcopal Church, the Abbeville-Greenwood District, nor the Connectional African Methodist Episcopal Church.

9. That the Defendants were placed on the church roll as "Left Without Certificate" upon recommendation of the pastor of Rockford African Methodist Episcopal Church.

10. That Defendants are former members of the Rockford African Methodist Episcopal Church and the African Methodist Episcopal Church who claim the right to use real and personal property of Rockford African Methodist Episcopal Church.

11. That the placement of the Defendants on the church roll as "Left Without Certificate" precludes the former members rights to real or personal property of the Rockford African Methodist Episcopal Church.

12. That stewards and trustees are nominated annually by the pastor. That the tenure of Defendants as stewards and trustees of Rockford African Methodist Episcopal Church have expired. That the Presiding Elder of the District assists with the duties and responsibilities of vacant offices until the pastor nominates such other persons.

13. That Plaintiff has instructed Defendants not to meet on the premises of Rockford African Methodist Episcopal Church and to return all property owned by the church.

14. That Defendants have failed and refused and have continued to meet on the premises. Further, that a new sign has been erected on church property indicating that the name has been changed from Rockford A.M.E. Church to Rockford A.M.

15. That Defendants have retained funds and other personal property belonging to Rockford African Methodist Episcopal Church.

16. That Plaintiff is informed and believes that he is entitled to a declaratory judgment stating that all property of the Rockford African Methodist Episcopal Church is held in Trust by the Trustees of Rockford African Methodist Episcopal Church on behalf of the African Methodist Episcopal Church, Inc. and that the African Methodist Episcopal Church is the true owner of both the real and personal property of Rockford African Methodist Episcopal Church.

17. That Plaintiff is informed and believes that he is entitled to a declaratory judgment stating Plaintiff is entitled to all property of the Rockford African Methodist Episcopal Church.

18. That Plaintiff is informed that he is entitled to a declaratory judgment stating that Rockford African Methodist Episcopal Church is affiliated with the African Methodist Episcopal Church.

19. That Plaintiff is informed and believes that he is entitled to a temporary restraining order against Defendants preventing them from dispersing any funds now or formerly in an account for Rockford African Methodist Episcopal Church or transacting business on behalf of Rockford African Methodist Episcopal Church; and enjoining Defendants from retaining and possessing church property and enjoining and restraining Defendants from coming onto church property pending a hearing on a temporary injunction. Plaintiff is informed and believes that he and Rockford African Methodist Episcopal Church will be irreparably harmed it Defendants are allowed to spend any portion of funds belonging to the Rockford African Methodist Episcopal Church.

20. That Plaintiff is informed and believes that he is entitled to a temporary and permanent injunction requiring Defendants to return all funds and properties belonging to the Rockford

African Methodist Episcopal Church and to a temporary and permanent injunction enjoining and restraining Defendants from coming on Church property. That Plaintiff is informed and believes that unless he is granted a temporary injunction he will suffer permanent harm and that remedies of law are inadequate.

WHEREFORE Plaintiff prays for a temporary restraining order, temporary and permanent injunction and a declaratory judgment as set forth above.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
3-24, 2011

FILED

11 MAY 12 AM 9:50

KATHRYNE P. BUTLER
CLERK OF COURT
McCORMICK COUNTY, S.C.

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF MCCORMICK)	
Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, vs. Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison and Frank Mattison, Defendants.	JURY TRIAL DEMANDED ANSWER TO COMPLAINT AND COUNTERCLAIM 2011-CP-35-34

Defendants Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison and Frank Mattison (hereinafter collectively referred to as "Defendants") hereby answering the Complaint of the Plaintiff Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church respectfully shows unto the Court and alleges:

FOR A FIRST DEFENSE

1. Admits paragraph 1 of said Complaint.

2. Denies paragraph 2 of said Complaint, but alleges that they informed the Plaintiff and others that they were having problems with the AME Church and that help was requested on invoices, assessments, and the appointed pastor.

3. Admits paragraphs 3 and 4 of said Complaint.

4. Denies paragraph 5 of said Complaint.

5. Admits paragraph 6 of said Complaint.

6. Denies paragraphs 7, 8, 9, 10, and 11 of said Complaint.

7. Admits so much of paragraph 12 of said Complaint which alleges that stewards and trustees of AME churches are nominated annually by the pastor and that the Presiding Elder of the district may assist with vacant offices until the pastor nominates persons to fill a vacant office, but denies all other allegations set forth in paragraph 12 of the Complaint.

8. Admits so much of paragraph 13 of said Complaint which alleges Plaintiff ordered Defendants to return all property owned by the church, but denies that Defendants were ever wrongfully holding church property or that the Plaintiff had either authority or reason to so order, and deny each and every other allegation set forth in paragraph 13 of said Complaint.

9. Admits so much of paragraph 14 of said Complaint which alleges that Defendants continued to meet at their church and that a new sign was erected but not by the Defendants on church property, but state that pursuant to the Court's Order dated April 26, 2011, the original sign was installed by the Defendants.

10. Denies paragraph 15 of said Complaint.

11. The allegations set forth in paragraphs 16, 17, and 18 of said Complaint state legal conclusions which Defendants neither admit nor deny, but which conclusions Defendants believe do not reflect South Carolina Law.

12. As to the allegations set forth in paragraphs 19 and 20 of said Complaint, Defendants refer to this Court's Order dated April 26, 2011.

FOR A SECOND DEFENSE

13. The allegations of the First Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

14. Defendants allege that Plaintiff fails to state a claim upon which relief may be granted.

FOR A THIRD DEFENSE

15. The allegations of the First and Second Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

16. Defendants allege that this Court lacks subject-matter jurisdiction over the Complaint.

FOR A FOURTH DEFENSE

17. The allegations of the First, Second, and Third Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

18. Defendants allege that Plaintiff's Complaint is barred in its entirety with prejudice on the ground of waiver.

FOR A FIFTH DEFENSE

19. The allegations of the First, Second, Third, and Fourth Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

20. Defendant alleges that Plaintiff's Complaint is barred in its entirety with prejudice on the grounds of res judicata and collateral estoppel.

FOR A SIXTH DEFENSE

21. The allegations of the First, Second, Third, Fourth, and Fifth Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

22. Defendant alleges that Plaintiff's Complaint should be dismissed in its entirety with prejudice pursuant to the governing rules and regulations of the African Methodist Episcopal Church.

FOR A SEVENTH DEFENSE

23. The allegations of the First, Second, Third, Fourth, Fifth, and Sixth Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

24. Defendants allege that Plaintiff's Complaint is barred in its entirety with prejudice on the ground of equitable estoppel.

FOR A EIGHTH DEFENSE

25. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

26. Defendants allege that Plaintiff's Complaint is barred in its entirety with prejudice by the principles of accord and satisfaction.

FOR A NINTH DEFENSE AND BY WAY OF COUNTERCLAIM
(General Allegations Common to All Counts)

27. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

28. Defendants Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison (hereinafter collectively referred to as "Defendants"), pursuant to Rule 13, SCRCP, submit this Counterclaim against Plaintiff Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church (Plaintiff "McPherson"), and allege as follows:

(A) Defendants Henry Banks and Mary Robinson are citizens and residents of McCormick County, South Carolina; Delois Phillips is a citizen and resident of Greenwood County, South Carolina; and Naomi Mattison and Frank Mattison are citizens and

residents of Abbeville County, South Carolina.

(B) Upon information and belief, Plaintiff Samuel L. McPherson is a citizen and resident of the State of South Carolina, and has his principal office in Greenwood, South Carolina.

(C) Defendants are all members of good standing of Rockford African Methodist Church ("Rockford Church"), which is located in McCormick County, South Carolina.

(D) As of July, 2010, Rockford Church is the owner and the title holder of the Church's real property located in McCormick County, South Carolina.

(E) Rockford Church was affiliated with the national African Methodist Episcopal Church, but in recent years, the national and regional African Methodist Episcopal Church unreasonably and improperly demanded Rockford Church to pay to the national church funds which Rockford Church did not have and could not afford.

(F) The African Methodist Episcopal Church refused to assist Rockford Church with its basic needs and instead, to the detriment of Rockford Church and its members, demanded that Rockford Church turn over its proceeds and member donations to fund the African Methodist Episcopal Church's elders and its numerous conferences and meetings.

(G) Plaintiff and other agents of the national African

Methodist Episcopal Church were duly informed and notified at the First Quarterly Conference of the 2010-2011 African Methodist Episcopal Church that they were dissatisfied with the parent African Methodist Episcopal Church and requested that changes be made in their requirements.

(H) On March 25, 2011, Plaintiff filed a Motion for Temporary Injunction, a Motion for Temporary Restraining Order and a Complaint against Defendants wrongfully accusing them of no longer being members of the Rockford Church, to which they are all life long and devoted members, and accusing them of stealing church property and other wrongful acts.

FOR A TENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Defamation)

29. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

(A) Defendants are and continue to be members and/or leaders of the Rockford Church located in McCormick County, South Carolina.

(B) Defendants have devoted and continue to devote substantial time and resources to the well-being and operations and goodwill of the Rockford Church located in McCormick County, South Carolina.

(C) Defendants never informed anyone or any entity that

they no longer wished to be affiliated with Rockford Church but only that Rockford Church could no longer afford to be affiliated with the national African Methodist Episcopal Church.

(D) Defendants never wrongfully removed church property from the Rockford Church located in McCormick County, South Carolina.

(E) Plaintiff made false and defamatory statements about the Defendants including false statements that the Defendants no longer wanted to remain affiliated with the Rockford Church; false statements that Defendants left the Rockford Church, which was the home of their religious and community life for decades; and false statements that Defendants wrongfully removed church property from the Rockford Church.

(F) The false statements and false and unprivileged accusations made by the Plaintiff were published to third parties, which publication was intended to and did harm the reputation and good standing of the Defendants in McCormick County community, Abbeville County community, and Greenwood County community and lowered the esteem of the Defendants in their community without any justification, purpose, or reason other than to cause harm and injury to the Defendants.

(G) Plaintiff's false statements about the Defendants, which were communicated to other third parties, were made with malice and ill-will toward Defendants and with the intent to injure Defendants and to force them to leave the Rockford Church

for no proper reason.

(H) Defendants were injured and harmed by Plaintiff defamatory statements about Defendants, which statements were made with malice and with reckless disregard, and included injury to the reputations, good standing, and character of the Defendants in the McCormick County community, where they have been either lifetime or long-term residents.

FOR A ELEVENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Negligent Misrepresentation)

30. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

(A) By the actions described above, Plaintiff negligently made or negligently caused to be made false and misleading representations to Defendants and to third parties about the Defendants' right to practice religion at Rockford Church and negligent misrepresentations that Defendants wrongfully removed church property from the Rockford Church, and Defendants justifiably relied on these negligent misrepresentations because Plaintiff is an elder of the district African Methodist Episcopal Church.

(B) Plaintiff had a pecuniary interest in making the negligent misrepresentations because he wants control over the Rockford Church and its property at the exclusion of the

Defendants and the Defendants' right to run the Rockford Church independent of the African Methodist Episcopal Church.

(C) As an elder in the African Methodist Episcopal Church, Plaintiff owed a duty of care to Defendants to communicate truthfully to them and to others about the Defendants' rights as members of the Rockford Church.

(D) Plaintiff breached his duty of care to Defendants by negligently misrepresenting to them and to third parties that Defendants are no longer members of the Rockford Church and that Defendants wrongfully removed property belonging to the Rockford Church.

(E) Defendants suffered injury and harm, including pecuniary loss, as a proximate result of Plaintiff's negligent misrepresentations and their reliance on the misrepresentations.

FOR A TWELFTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Breach of Fiduciary Duty)

31. The allegations of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

(A) As Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff and Defendants enjoyed a long-standing personal and confidential relationship and Defendants trusted Plaintiff to properly oversee the fair and equitable operations of the Rockford Church

and to always hold the best interests of the congregation of the Rockford Church in the highest esteem over the personal interests of the governing body of the African Methodist Episcopal Church.

(B) Plaintiff breached his fiduciary duty and duty of loyalty to Defendants and other members of Rockford Church by demanding Rockford Church to pay exorbitant fees to the national and district churches to pay for conferences and other unnecessary salaries and expenses.

(C) Plaintiff further breached his fiduciary duty and duty of loyalty to Defendants and other members of the Rockford Church by refusing to lower the amount of fees Rockford Church was required to pay the national and regional African Methodist Episcopal Church to an amount properly proportional to the size of Rockford Church and its meager income from church members.

(D) Plaintiff also breached his fiduciary duty and duty of loyalty to Defendants and other members of the Rockford Church be failing to assist Rockford Church in basic maintenance of the church facilities and in placement of suitable and professional pastors at the church.

(E) Defendants have been harmed and injured as a proximate result of Plaintiff's breach of fiduciary duty and duty of loyalty.

FOR A THIRTEENTH DEFENSE AND BY WAY OF COUNTERCLAIM
(Intentional Infliction of Emotional Distress)

32. The allegations of the First, Second, Third,

Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, and Twelfth Defense are hereby incorporated by reference and made a part of this Defense and Counterclaim.

(A) Plaintiff's harmful and outrageous conduct, including asserting lies and untruths about the Defendants and their relationship to their church, requiring Defendants to pay exorbitant fees to the national African Methodist Episcopal Church at the expense of their own Rockford Church, and other conduct was intentional and reckless and inflicted upon Defendants severe emotional distress.

(B) The relentless and mean-spirited conduct of Plaintiff exceeded all bounds of decency and has been intolerable in the Rockford Church community and beyond.

(C) The actions of Plaintiff caused actual emotional distress and harm to Defendants which has been both severe and intolerable such that no reasonable person should be expected to bear it.

WHEREFORE, Defendants pray for relief as follows:

FIRST: Defendants respectfully request that this Court, for each of the reasons stated herein, dismiss in its entirety, with prejudice, the Complaint filed by Plaintiff against Defendants.

SECOND: Judgment and an Order in their favor on each of the claims for relief, and that the Order state that Plaintiff is responsible for monetary damages for the injuries inflicted by Plaintiff on Defendants in an amount to be determined at a full

trial on the merits, and for cost incurred in defending this action to include a reasonable attorney fees.

THIRD: For such other and further relief as this Court deems just and proper at this time.

WATSON LAW FIRM, P.A.

By: _____
Marvin R. Watson
Attorney for Defendants
333 Main Street
Greenwood, SC 29646
864-229-2569

GREENWOOD, SOUTH CAROLINA

May 11, 2011

FILED
GWENDOLYN [illegible]
2011 SEP 27 PM 3:35
CLERK OF COURT
McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA — IN THE COURT OF COMMON PLEAS

COUNTY OF MCCORMICK — ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, vs. Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison. Defendants.	2011-CP-35-34 **REPLY**

The Plaintiff, while not waiving his right but reserving his right to seek dismissal of Defendant's counterclaims for lack of Subject Matter Jurisdiction and Failure to State a Claim upon which relief can be granted replies to the Defendants Counterclaim and would show:

FOR A FIRST DEFENSE

1. That Plaintiff admits the allegations contained in paragraphs 28, 28(A) and 28 (B).

2. That Plaintiff admits so much of paragraph 28(C) that Rockford A.M.E. Church is located in McCormick County, South Carolina, but denies the remainder of the paragraph and demands strict proof thereof.

3. That Plaintiff admits so much of the allegations contained in paragraphs 28(H) that he caused to be filed a Motion For Temporary Restraining Order, Motion For Temporary Injunction and Complaint but denies the remainder to the paragraph and demands strict proof thereof. Further, that this Court lacks subject matter jurisdiction and Defendants have failed to state a cause of action upon which relief can be granted.

4. That Plaintiff admits so much of paragraph 29(A) that Rockford A.M.E. Church is located in McCormick County, South Carolina, but denies the remainder of the paragraph and demands strict proof thereof.

5. That Plaintiff admits so much of paragraph 29(E) that Defendants do not want to be affiliated with Rockford A.M.E. Church and that Defendants left Rockford A.M.E. Church, but Plaintiff denies the remainder of the paragraph and demands strict proof thereof. That Defendants were informed that the Elder accepted their decision to leave the Rockford A.M.E. Church and the A.M.E. Connectional Church.

6. That Plaintiff admits so much of paragraph 31(A) that as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church that he and Defendants enjoyed a long standing personal and confidential relationship but denies the remainder of the paragraph and demands strict proof thereof. That Plaintiff asserts that this court lacks subject matter jurisdiction to inquire into this matter and Defendants have failed to state claim upon relief can be granted.

7. That Plaintiff denies the allegations contained in paragraph 28(D) that Rockford A.M.E. Church is the title holder of church real property and demands strict proof thereof. That the Trustees of Rockford A.M.E. Church hold property in trust for the African Methodist Episcopal Church, Inc.

8. That Plaintiff denies the allegations contained in paragraph 29(C) and demands strict proof. That Rockford A.M.E. Church belongs to a hierarchical church whose connection can not be broken by Defendants.

9. That Plaintiff denies the allegations contained in paragraphs 27, 29, 29(D), 30, 30(E), 31, 31(E), 32, 32(B) and 32(C) and demands strict proof thereof.

10. That Plaintiff denies the allegations in paragraphs 28(E), 28 (F), 28 (G), 29(B), 29(E), 29(F), 29(G), 29(H), 30(A), 30(B), 30(C), 30(D), 31(B), 31(C), 31(D), 32(A), 32(B) and demands strict proof thereof That Plaintiff is informed and believes that this court lacks subject matter jurisdiction to inquire into these matters and that Defendants have failed to state cause of action upon which relief can be granted.

FOR A SECOND DEFENSE AND FIRST AFFIRMATIVE DEFENSE

12(b)(1) Lack of Subject Matter Jurisdiction

11. That Plaintiff repeats his previous defenses as if repeated verbatim.

12. That Plaintiff alleges that this court lacks subject matter jurisdiction over Defendants counterclaims.

FOR A THIRD DEFENSE AND SECOND AFFIRMATIVE DEFENSE

12(b) Failure to State A Claim

13. That Plaintiff repeats his previous defenses as if repeated verbatim.

14. That Plaintiff alleges that Defendants have failed to state a claim upon which relief may be granted.

Wherefore, Plaintiff prays for relief as follows:

A. Dismissal of Defendants answer and counterclaims;

B. Granting the relief requested in his complaint;

C. For such other and further relief as this court deems just and proper.

Randall R. Williams
Attorney for Plaintiff
P. O. Box 3461
110 Riley Avenue
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
9-27, 2011.

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
CASE NO. 2011-CP-35-34

Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church,
Plaintiff,
vs.
Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison,
Defendants.

DEPOSITION OF HENRY BANKS

DATE TAKEN: March 21, 2012

TIME BEGAN: 10:00 a.m.

TIME ENDED: 10:57 a.m.

LOCATION: Greenwood County Courthouse
Room 201
Greenwood, South Carolina

REPORTED BY: Tara Scott
Notary Public for South Carolina

Henry Banks, being duly sworn, testified as follows:

EXAMINATION BY MR. WILLIAMS:

Q. Please state your full name for the record.

A. Henry Banks.

Q. Where do you live, Mr. Banks?

A. I live in Mt. Carmel.

Q. McCormick County?

A. McCormick County, yes.

Q. Have you lived there your entire life?

A. I have. I spent some time in service, but other than that no.

Q. How long were you in service, Mr. Banks?

A. Just three years.

Q. What branch did you serve in?

A. Army.

Q. Are you employed currently, Mr. Banks?

A. No, I'm retired.

Q. Where did you retire from?

A. Solutia, formerly Monsanto.

Q. How long did you work at Solutia?

A. About 33 and a half years.

Q. Are you married?

A. I am married.

Q. Is this your only marriage?

A. Only marriage.

Q. Does your wife have family in McCormick County?

A. She does, yes.

Q. What are their names?

A. Oh, my gosh.

Q. You don't have to tell me everybody she's related to.

A. She's related to the Jones, the Morris, to name a few. I always thought she was related to everybody.

Q. Does she have any --

A. She was a Jones, and she came from the Morris family. Her grandfather was a Morris.

Q. Does your wife have any siblings living in McCormick County?

A. Not in McCormick County, no.

Q. Who are the Jones cousins she might have? First or second cousin. I don't need to know further down the line.

A. Well, her father was George Jones. He had several siblings.

Q. Who are Mr. Jones' siblings? Let me back up. Are they in McCormick County? I am only interested in those in McCormick County.

A. Most of them originally lived in McCormick County. Most of them have moved out, but originally most

were born within McCormick County.

Q. But there are none that are living in McCormick County at this time?

A. There are some, yes.

Q. Can you give me their names, please?

A. Carrie Moss is her first cousin, lives in Willington below Mt. Carmel. John Jones lives in Mt. Carmel, that's her first cousin. His sisters have moved away.

Q. I'm only interested in McCormick County.

A. Yeah, McCormick County.

Q. Tell me, are those all that you can think of?

A. All I can think of right now. I think most of them have moved either to Abbeville or Greenwood County, or they left and went up north.

Q. Tell me about the Morris family.

A. I think they've all moved out also. Her grandfather was a Morris. Of course, her mother was too. Her mother lives in McCormick County, Mary Morris Powell. She lives in Willington below Mt. Carmel. My wife's siblings, none of them are in McCormick County. At least one of them were born there, but the others were born either in Abbeville or Greenwood County and they have since left.

Q. They're not in McCormick anymore?

A. They don't live in McCormick County.

Q. Do you have any children, Mr. Banks?

A. We have five children, but none live in McCormick County.

Q. Just for the record, would you give me their names please?

A. My oldest daughter is Rhonda Thompson. My son is Roderick Banks. The next one is Roselyn Goodwin and Reneva Davis. And Willie Mae Payton.

Q. They're all outside of McCormick County?

A. Outside of McCormick.

Q. I see you've got all your daughters married off, Mr. Banks. That's good.

A. I did.

Q. Do you have any other family in McCormick County, other than the ones you've told me about, to your knowledge?

A. I have siblings. One is here, Mary Robinson. My brother, Arthur Banks. Sister, Martha Turman lives in McCormick County. I think that's it.

Q. Let me ask you this and we'll get off this. Does Mrs. Robinson have any children that live in McCormick County? Mary Robinson.

A. She has one daughter. She's back there. She has

one daughter that lives in McCormick County.

Q. Give me her name, please.

A. Diedra Robinson.

Q. How about your brother, Mr. Banks? Does he have any children in McCormick County?

A. Not in McCormick County.

Q. How about Ms. Turman?

A. She has one son that lives in McCormick County.

Q. What is his name?

A. Steven?

Q. Turman?

A. Turman, yes.

Q. Are you familiar with the Book of Discipline for the AME Church, Mr. Banks?

A. I'm familiar, yes. I haven't read the whole book. I guess I would say I am familiar.

Q. There probably aren't many who have read that whole book. Would you agree that the Book of Discipline is like a guide for the AME Church?

A. I would agree that it's a good guide for anything that happens within the AME Church.

Q. And you would admit that the AME Church - it's kind of like a rule book for the AME Church, but no other church. Would you agree to that?

A. Yeah.

(WHEREUPON, PHOTOCOPIES OF PAGES 55 and 56 OF THE BOOK OF DISCIPLINE WERE MARKED EXHIBITS 1 and 2 FOR IDENTIFICATION)

Q. I want to ask you a couple of questions about the Book of Discipline, Mr. Banks. I want to show you this Exhibit one that's been marked. This is an excerpt from the Book of Discipline. If you need to compare that, we do have a Book of Discipline here to make sure that it correct. Would you like to take a look at it before you --

A. Not really.

Q. On the first paragraph, would you read this first paragraph, Mr. Banks?

A. To myself?

Q. Would you read it out loud, please?

A. "General Church Property. A. Purchase, Transfer. The African Methodist Episcopal Church, Inc. is organized and functions solely as a connectional church. The title or titles to all real, personal, and mixed property held at the General, Annual Conference level or by the local churches, shall be held in trust for the African Methodist Episcopal Church, Inc. and subject to the provisions of The Book of Discipline of the African Methodist Episcopal Church. However, the

absence of an in trust clause as indicated herein, in deeds, and documents of conveyances previously executed shall not exclude local church from or relieve it of its Connectional character and responsibilities to the African Methodist Episcopal Church, Inc., nor shall the lack of the in trust phrase excuse or absolve a local congregation, church agency, or Board of Trustees of its responsibilities and accountability to the African Methodist Episcopal Church, Inc., provided, the intent and desires of the founders and of the later congregations or Board of Trustees have all demonstrated the following conduct. Use of the name, customs, polity, or literature of the AME Church, Inc., in such a manner as to be known as part of the AME Church connection. Conveyance of said property to the trustees of a local church or agency to the AME Church, Inc. The acceptance of the pastorate of ministers appointed by a bishop of an episcopal district or Annual Conference of AME Church, Inc. The payment of conference assessments or dues. The participation and enrollment of the church as a member of the connection of AME Church, Inc. by said local church in the Quarterly Conference and

the Annual Conferences. Local church property, transfer of property. The Board of Trustees, duly elected by the local church as provided by The Book of Discipline of the African Methodist Episcopal Church, may take such steps to purchase, mortgage, sell, transfer, and convey real and personal property, provided that --

Q. I think that's probably enough, Mr. Banks.

A. Okay. This is section B that I've gone into.

Q. Thank you for reading. Would you agree that The Book of Discipline states that the AME Church is a connectional church?

A. I do not.

Q. But do you agree that the Book of Discipline says that?

A. I agree that The Book of Discipline says it, but I do not agree with what it says.

Q. And would you also agree that The Book of Discipline states that all real personal and mixed property held by the local churches are held in trust for the African Methodist Episcopal Church, Inc.

A. I agree that's what it says.

Q. Yes, sir. That's all. Do you also agree that The Book of Discipline states that all property is

subject to The Book of Discipline? Just what The Book of Discipline says.

A. The Book of Discipline says it. Yes.

Q. That's all I'm asking you. Not for your opinion on that one. You agree that, according to The Book fo Discipline, in the absence of the language "in trust", it does not relieve the church of its connectional character or responsibilities to the AME Church.

A. That's what it says.

Q. When you think of church property, in your mind does that refer to all church property?

A. No.

Q. How does it limit it?

A. Well, I'm sure that's what the discipline says, but are you asking my opinion?

Q. Yes, sir. I'm sorry.

A. I think the Book of Discipline is great for what happens within the church, the organization itself. In my opinion, it should not enable somebody to take any property that you've had for a hundred and fifty years and you've not signed it over to them.

Q. Yes, sir.

A. That's my opinion.

Q. You would also agree that The Book of Discipline states that the lack of in trust in the church deed does not excuse or absolve a local congregation or church agency or the Board of Trustees of its responsibilities and accountability to the AME Church.

A. That's what it says.

Q. Would you agree that the Rockford Church has used the AME name in the past?

A. They have, but we didn't - you didn't ask my opinion. It's been named, yes.

Q. You can expound on your answer.

A. I mean, it's not that we asked that we could be AME. We were just formally drafted into the AME. Nobody asked us did we want to be. Nobody asked us to sign anything saying that we were AME. People have tried to get us incorporated legally by signature, but we refused to do that. If just saying - just having that on the paper as Rockford AME? Yes.

Q. Would you agree that Rockford Church has used the customs of the AME Church?

A. We have.

Q. Would you agree that Rockford Church has used the literature of the AME Church in the past?

A. We have.

Q. Also, would you agree that the trustees of the church - that the property was conveyed to the trustees of the local church? I'll show you a deed. Hold on for a second, before you answer.

(WHEREUPON, TITLE TO REAL ESTATE CONSISTING OF 2 PAGES, WAS MARKED EXHIBIT 3 FOR IDENTIFICATION)

MR. WILLIAMS:

Marvin, do you want to take a look at it before I show it to him?

MR. WATSON:

I don't have a problem with it. Are you going to make a copy and put it with the deposition I assume.

MR. WILLIAMS:

Yes, sir, Mr. Watson.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Would you agree that this is a deed whereby property was conveyed to the trustees of Rockford AME Church?

A. I would have to agree, yes.

MR. WATSON:

Where is the deed book recorded?

MR. WILLIAMS:

Deed book 47, page 165.

MR. WATSON:

In the office of the Clerk of Court for McCormick County.

MR. WILLIAMS:

It is, Mr. Watson.

MR. WATSON:

That's the one you're referring to. We have no objection to putting it into evidence.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Has Rockford Church accepted pastors appointed by the annual conference in the past?

A. We have. We have also rejected.

Q. Has Rockford Church paid conference assessments or dues to the AME Church in the past?

A. We have.

Q. Rockford has participated and enrolled the church as a member of the connection of the Quarterly Conference in the past, have they not?

A. We have not. No.

Q. You've never been connected to the Quarterly Conference?

A. We were probably connected by other people, but we have not voluntarily connected ourselves.

Q. But you have been connected. I'm not saying whether you volunteered or not, but you have been

connected.

A. That's what we're told, yes.

Q. I want to ask you a couple of questions. I think you met with Elder McPherson at the Quarterly Conference in February 2011, or was it March?

A. It was probably either January or February. I'm not sure.

Q. I want to show you a letter. Are you familiar with this letter, Mr. Banks? Would you let Mr. Watson see that also, please? I think you have a copy, Marvin.

MR. WATSON:

I don't know. You're going to have to mark it and put it in there.

A. I am not familiar with this letter. I had nothing to do with writing it. I don't know where that came from.

MR. WILLIAMS:

Q. You don't know where it came from?

A. I have no idea where this came from.

MR. WATSON:

Let me look at it. I have no problem since it's allegedly from the Rockford Church and addressed to members. I have no problem with you marking it. I think you have to mark it as an Exhibit and

put it with the deposition.

(WHEREUPON, LETTER DATED MARCH 27, 2011 WAS MARKED EXHIBIT 4 FOR IDENTIFICATION)

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Would you approve of this letter?

A. No, sir.

Q. Why wouldn't you approve of that?

A. Because we have never said we wanted to be dissolved, whatever word they used, from the AME Church. We have never said that.

Q. Do you know who might have written this letter?

A. I have no idea.

Q. But it is from Rockford Church, is that correct?

A. I don't know where this came from. It says Rockford. We did have some heading at one time with Rockford on it, but we have never done the things that this letter says we've done. We've never asked anybody to let us out of the AME Church. We just asked for help and we never got it. I don't know who wrote that letter, but I can guarantee nobody in this room wrote it.

Q. There was a sign placed in the front of the church, Rockford Church. The sign was changed from Rockford AME to Rockford what?

A. It just left the AME off. I don't know who did

it, but the AME was just left off. Nothing else was changed.

Q. Did you agree with that?

A. I did not. I don't even know who did it.

Q. Did you try to change it? Did you try to place the AME back up on the sign?

A. I did put it back, but only after the court said I was.

Q. So prior to the court you didn't try to change the lettering?

A. No, I didn't.

Q. And it was listed as Rockford AM Church. Would that be African Methodist Church?

A. I think just the "E" was taken off. If I'm not mistaken, just the "E" was taken off. You're right. You're right.

Q. And you were the chief steward, head steward at the church?

A. Yes.

Q. You were aware that it was taken off, were you not?

A. I saw it, yes.

Q. And that remained off of the church sign for at least a month or two didn't it, Mr. Banks?

A. Probably not quite that long. Maybe three or four

weeks probably.

Q. And it was not changed until it was ordered to do that by the court, correct?

A. Right.

Q. And you had church in the building with the sign saying, "Rockford AM Church"?

A. We did.

Q. When was that done? Do you know when that "E" was taken off?

A. I do not. I just came - I guess I could narrow it down to a week, but I just came to church that Sunday and - I don't even know if I noticed or if somebody said the "E" wasn't there. I didn't know who did it. I didn't - I have to admit, I didn't try to find out. I didn't try to get it put back until we were ordered to, of course.

Q. And you held services in the church that said, "Rockford AM Church", is that correct?

A. We did.

Q. Let me ask you a question. Do you think you had the right to change that sign from AME to AM?

A. I didn't change it, but personally, we put the sign up. Everything out there we bought. Nobody helped us with anything. So all the property was ours. We spent it. I built the sign myself

personally and had the lettering professionally done. I built the sign myself personally with money out of my own pocket. In my opinion, yes. I think we did.

Q. In your affidavit you say right here - would you read that for me?

A. I agree with that.

Q. This is your sworn affidavit, is it not?

A. Yes, sir.

Q. So what does it say? Would you read that sentence for me?

A. "No one has taken away our rights to retain property belonging to the church. The sign in front of the church is our property, and we have the right to change it if we desire."

Q. So you were a part of that? You testified earlier that you don't know who changed it or how it got - -

A. I still don't.

Q. Okay, but you agree that when you say "we", you're including yourself as part of the parties that changed that sign.

A. No, sir. No, sir. I said, "We have a right." I did not say, "We changed the sign."

Q. So you agree --

A. I don't even know if it was a member of Rockford that changed the sign. I'm saying, "We have a right." I'm not saying, "We changed the sign.

Q. Do you agree that when you say, "We have the right to change the sign," - what exactly do you mean?

A. Any member of Rockford Church.

Q. And you include yourself when you say --

A. I include myself.

Q. With those parties that changed the sign.

A. No, sir. No, sir.

Q. Did you not say "we"?

A. No, sir.

Q. You did say "we", didn't you?

A. We're talking about two different things. I'm talking about we have the right. You're talking about who changed the sign.

Q. I'm not asking you that now, Mr. Banks. What I'm asking you is when you say "we", are you including yourself as the parties who changed the sign?

A. No, sir.

Q. But you did say "we" have the right to change the sign.

A. We as members of the church.

Q. Have the right to change the sign?

A. Yes, but we as a party, no. No, sir.

Q. But you did say, "We have the right to change the sign"? That's all I'm asking.

A. That's what it says here. I'm pretty sure this is my affidavit.

MR. WILLIAMS:

I'm going to have this marked, Marvin. Have you read this?

MR. WATSON:

The affidavit? You've got it already in the record, but you can have it marked. It's in the record in McCormick County, but I don't have a problem with you marking it to go with the deposition. I think that's the rule.

(WHEREUPON, AFFIDAVIT OF HENRY BANKS, CONSISTING OF 2 PAGES, WAS MARKED EXHIBIT 5 FOR IDENTIFICATION)

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Do you consider yourself a member of Rockford AME Church or Rockford Church? I see that a lot of these letters are styled Rockford Church that I've seen.

A. I'm a member, at least until I was put out a year ago - I was a member of Rockford AME Church.

Q. Right here it says - the date of this letter is January 27th.

A. We did write this letter. Yes.

Q. You listed this as members of Rockford Church. Is that correct?

A. We did.

Q. So you consider yourself a member of Rockford Church?

A. I consider myself a Rockford AME Church. At least I was.

Q. At the time of this, January 27, you had not had a quarterly conference had you?

A. No.

Q. You styled this "members of Rockford Church". You did not put "AME" on that letter, did you?

A. It turned out that way.

Q. Then that's the way the letter is, isn't it?

A. Yeah.

(WHEREUPON, LETTER DATED JANUARY 27 WAS MARKED EXHIBIT NUMBER 6 FOR IDENTIFICATION)

MR. WATSON:

Let me look at it.

MR. WILLIAMS:

Q. Was this sent by you?

A. It was approved by me. I didn't type it or send it.

Q. You approved it?

A. Yeah. It was approved by all of the members.

Q. So again, this says, "Members of Rockford Church". At this time, did you consider yourself a member of Rockford Church?

A. I considered myself a member of Rockford AME Church.

Q. Why didn't you place - why wasn't the AME - did you approve this letter?

A. I approved the letter. I don't know why. I can't tell you exactly why the AME was left off, but I have never - I have always been a member of Rockford AME Church and I have vowed that nobody was going to make me leave Rockford AME Church. I still say that.

Q. I'm saying that this letter says --

A. The letter says Rockford Church, yeah. I think that came about because of that decision we had made. We made that decision because we didn't think we had any other choice as to not participate in conference or district activities at that time.

Q. So you didn't want to participate in the AME conference?

A. No, we didn't because we have asked for help for more than ten years and we didn't get it. At this point we didn't know anything else to do.

Q. How can you be an AME and not participate in the conferences?

A. Forgive me, but I've never - we've sent money. I've never been to every AME conference. If you're saying that I have to participate in every AME conference or district to be an AME --

Q. No, sir. I'm just asking you - do not the AME churches participate in conferences?

A. They have.

Q. And they all participate in the conferences, don't they?

A. That's right.

Q. And you're saying here that you don't want to participate in AME functions.

A. At that point we did not.

Q. So at this point you didn't want to participate in AME functions? Let me just make sure I got that right.

A. Yeah.

Q. This was before your quarterly conference, is that not true?

A. This decision was made before the quarter conference.

Q. Okay. Right. That's what I'm saying. So you made the decision on January 27th to list yourself

as a member of Rockford Church.

A. We listed ourselves as not - the letter was not supposed to list whether we were AME or not, it was to list and state the fact that we would not be participating in the activities.

Q. This says, "Sent by Steward Henry Banks."

A. That's right. I didn't type it.

Q. But you approved it?

A. I probably signed it. I approved it, yeah. I approved it.

Q. You read this whole letter, right?

A. Yeah.

Q. When you met with Elder McPherson at the quarterly conference, did Elder McPherson advise you that if you left the connection that you would leave the church, the AME, period? Did he advise you of that?

A. He said that, but we never told him we were leaving.

Q. Why would he say that?

A. I don't know.

Q. Just out of the blue said it?

A. I don't know. He said we could go. We could leave if we didn't like what was going on, but we had to leave the property behind. We'd never told

him we were leaving.

Q. We had a meeting in McCormick - I think Saluda, I believe, some time ago. Lexington, I'm sorry. At that time the judge ordered that all funds be frozen, I believe. Subsequent to that, checks were written and $124,000 was removed out of the church account.

A. After that hearing?

Q. Yes, sir.

A. Are you sure it was after the hearing?

Q. Yes, sir. Yes, sir. It was after the hearing. I want to show you this. Do you know who might have written this? The check was written on 1083 for a hundred and twenty something thousand dollars.

A. You're talking about this?

Q. Are you denying that, Mr. Banks?

A. We transferred the money to another bank.

Q. Even after the court --

A. Within the same organization.

Q. Why did you do that?

A. Because we thought we wanted to protect our interests. We hear things about what the AME could do, that they could go and - as a matter of fact, some people had been to that bank trying to get those funds released to them. That's why we

moved it. We hear stories about they had authority to just go there and take your money and do whatever they wanted with it without us even knowing. We were told that some officials did come to that bank looking for our money, so we just moved the money to another bank.

Q. Where did you move it to?

A. It's the same bank, it's just at a - I think - I'm not sure. I'm not sure exactly. It was moved out of that particular bank in another branch of the same bank.

Q. Wasn't there testimony in Saluda County that the money was placed in someone's home?

A. No.

Q. Are you sure? I can't think of the lady's name, but you had a lady who testified that the money was in her house. Is that not true? So that's not true?

A. That's not true. That's not true.

MR. WATSON:

I think I've got the testimony. I don't think it's that.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Are there any other accounts where Rockford Church or Rockford AME Church has money? Let me rephrase

that. Are there any other bank accounts styled as Rockford AME Church? Are there any other accounts that the church has besides the one that you turned over to us from this particular account?

A. We just had one general treasurer. Everything was under that general treasurer. The church kept records, but everything was under that one general treasurer.

Q. And you've always had just one?

A. Yes. For many years. For many years.

Q. Does the church have an insurance policy?

A. We do.

Q. Who with?

A. I believe that company is here in Greenwood with a bank. At one time it was Church Mutual, but that was changed to a company here in Greenwood. I'm not sure who it is. I think Ms. Phillips might know, but I don't know.

Q. Do you know the name of the agent?

A. No, I don't.

Q. Who deals with the insurance policy?

A. I think that Ms. Phillips was at that time, but I think that policy lapsed. I don't know who they went to after that. I think that policy lapsed.

Q. You claim that Elder McPherson defamed you. Is

that correct?

A. Yes, sir.

Q. How did he defame you? Tell me how he defamed you.

A. He put us out of the - well, had the judge put us out of the church. The church that all of us, with the exception of Mr. Mattison, has belonged to all of our lives. Wherever I went, I represented Rockford. People kind of - the people who knew me associated me with Rockford, but now, after all this happened, people talk. At first - the idea is that we are villains. We've disrupted the church. Whatever they call - these five bad people that's trying to tear up the church. Wherever we go, people look at us funny. At the time when they did want to talk about it. Now, they don't even want to talk about it. So we're treated now - nobody says Rockford anymore. They look at us as if we're some kind of criminals or something. Yeah, we've been defamed. I haven't had a church home for a year.

Q. Haven't had a church what?

A. I have not had a church home for a year thanks to our elder.

Q. Who did he say that to? Who did he communicate

this information to?

A. I don't know if he communicated it. It was just out there. I mean, he said we couldn't go back to church. We were no longer members. Said we asked him out, which we did not.

Q. So you don't know who he told. You can't say - you can't even say if he told anybody that.

A. I can't say it, but --

Q. You think it. Is that what you're saying? I don't want to put words in your mouth. Excuse me.

A. It's not just think. I've heard things that were said at certain churches.

Q. But do you have any proof where Elder McPherson said --

A. I can't prove it. No. I've heard several times where people have said, "He" said this about Rockford and what Rockford thinks they can do and they can't do this and they can't do that. No, I don't have any proof, but the word is out there.

Q. It's out there, but you don't know --

A. I don't know who put it out there. Maybe he didn't put it out there. I don't know. I can't even say he put it out there, but it's out there.

Q. Okay. But you don't know if he said it.

A. I don't know if he said it. They told me he said

it.

Q. Who has told you he said it?

A. Some members of certain church. I'm not going to bring up any names if I don't have to, because you say I don't have proof. My word doesn't mean anything, so if I give you a name that doesn't mean anything either.

Q. All right. You claim you've been damaged. Tell me how you've been damaged, Mr. Banks, by this statement. Well, not this statement, but this idea that's out there about you that you think. How have you been damaged by that?

A. I think people really think that we are the villains. We started all this, when all we did was ask for help. We didn't take nobody to court. We were taken to court. There are people out there who think we are the ones took the AME Church to the courts. I haven't had a church home in over a year. Every week I would get up and enjoy going to church. Just going out there sometimes and just working in the church. It was a great part of me. As a matter of fact, I was nicknamed Mr. Rockford. But then now I can't even go to Rockford.

Q. You know the court order does not require that you

stay away.

A. Well, I know. They say I can go back, but at first he didn't even want us on the property. Then for some reason he softened up and said we could go as visitors.

Q. Well, you know the court order never said that you couldn't go to the church. You realize that, don't you?

MR. WATSON:

Court orders speak for themselves. You don't have to ask him about court orders. It's in the record, whatever it is.

WITNESS:

We left there thinking we couldn't even go on the property. About two weeks later is when we learned - even though we got a letter from you that was supposed to be from Elder McPherson saying we could go back, but we didn't go back because he's not the one ordered us out. We had to wait on the judge. The judge finally sent us a letter that said we could go back as visitors.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Do you recall the judge saying at the hearing, in I believe Saluda, that you could go to the property? There was never anything to --

MR. WATSON:

It wasn't ever a hearing. Let's get it right. There was never a hearing, to my knowledge, in Saluda.

MR. WILLIAMS:

Yeah, Marvin. We had a hearing in Saluda.

MR. WATSON:

It was in Lexington.

MR. WILLIAMS:

We had the first one in Lexington. The second was in Saluda.

MR. WATSON:

Okay. You're talking about the second one?

MR. WILLIAMS:

Yes, sir. I am, Mr. Watson. I'm talking about the second one.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Do you recall the judge saying that there's no hindrance in you going to church?

A. He said that, yes. But we waited until we got it official. We didn't go until we got it official even though we got a letter from you that next week. That was supposed to be from Elder McPherson, but since the order didn't come from Elder McPherson, we waited for the judge and the

judge did send a letter about two weeks later saying we could attend as visitors.

Q. Tell me have you lost any money because of this defamatory statement that you claim?

A. I think the church has. Personally, I haven't, no.

Q. You haven't lost anything?

A. No. I think the church has.

Q. Have you had to go to any doctors because of this?

A. I've been to doctors. I think I've got three different doctors. I never connected it to this. I know I've been depressed. That could certainly come from this. Depression, I know, leads to a lot of other things.

Q. Yes, sir.

A. I certainly would not rule it out.

Q. But do you have any doctor bills related to - as a result of this alleged defamatory statement that you claim that you don't know if the elder said or not?

A. Would you repeat that?

Q. I'd have to repeat that for myself. Excuse me. I'm sorry. Do you have any doctor bills that were incurred as a result of the alleged defamatory statement made by Elder McPherson?

A. I have doctor bills. I can't say they were related to this. I know I've been depressed. I can't say. You'd have to ask my doctor whether some of the symptoms I've had might have come from depression. I don't know that. I don't have any proof. They've never told me anything like that, but yes I've had, within the last year, I've been to two or three different doctors about different things. I even had one say he does not understand what the problem is.

Q. Yes, sir. I'm not trying to attack you. Let me say that. Again, I don't know if you answered my question or not. Do you have any bills?

A. No. I have bills, but they don't say that it's because of this. Yes, I have bills. Quite a few bills within the last year.

Q. There was a deed where property was transferred to trustees of Rockford Church. Are you familiar with that? I think it was a special - it wasn't a special referee, but are you familiar with that deed?

A. Transferred --

Q. Hold on for a second. Let me see if I can find it.

MR. WATSON:

You're going to put a copy with it. I've got the deed. As long as it's recorded in the courthouse, then you've got a right to put it in. It's my understanding that that's the official record. Any official record you've got a right to put it in. I can give you the original one. Nobody could find it in Abbeville. I went over there and found it. It's in the 1800's.

MR. WILLIAMS:

In Abbeville?

WITNESS:

There was no McCormick County at that time.

MR. WATSON:

There was no McCormick County. It was in Abbeville County.

(WHEREUPON, TITLE OF REAL ESTATE WAS MARKED EXHIBIT 7 FOR IDENTIFICATION)

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. I want to show you this deed. Who is transferring this property?

A. I'm trying to see what property this is. This was in 1910. Isn't it signed? Is it signed? I'm sure it was the trustees. These were the trustees of Rockford.

Q. What is the name right here? Maybe you should

read that.

A. "Know all men by these presents that the trustees for Rockford African Methodist Episcopal Church, grantor, in consideration for the sum of one" - well, you don't want me to read all that.

Q. Well, if you want to. Who is it transferred to? Who did they release the property to?

A. Released to Rockford without the AME.

Q. They released it to Rockford Church. Is that correct?

A. Yes.

Q. You signed this, didn't you, Mr. Banks?

A. I was one of the people that signed it. I sure was.

Q. Why did you leave off AME?

A. We left off the AME because it was a property matter. Not saying that we were no longer AME's, but we did not want the property to be AME. That's the only reason we did it. All those other things where it was just Rockford Church, it involved property in which we did not want to be in the AME name, period.

Q. Is there such a thing as Rockford Church?

A. I think it is.

Q. So there's a Rockford Church and there's a

Rockford AME Church; is that correct?

A. Well, at this time I don't know if there's a Rockford period.

Q. But at this time you differentiate between Rockford Church and Rockford AME. Would you agree to that?

A. No. I would say they are the same properties.

Q. No, I didn't say the same properties. I said the church itself. I'm saying there's a differentiation between Rockford AME, because you transferred it to Rockford Church. There's a difference between the two, is there not?

A. I don't think so. Just my opinion. I don't think so.

Q. If you didn't think so, why did you leave off the AME?

A. Because we did not want the property to be AME.

Q. So there's a difference in Rockford Church. If you didn't want it to be a part of the AME.

A. No, sir.

Q. Okay. All right. But you did transfer --

A. We did.

Q. -- to Rockford Church?

A. We did, for property purposes.

Q. And you left the AME out of it totally.

A. We left the AME out of it.

Q. Was this deed ever approved at the annual conference or any of the conferences?

A. I'm sure it wasn't.

Q. You're aware that the Book of Discipline says that all transfers of church property has to be approved according to the Book of Discipline?

A. No, sir. I'm not. I believe you, but no, I'm not.

Q. You don't agree with that --

A. I don't agree with that.

Q. -- but you believe the Book of Discipline --

A. It's probably - I'm pretty sure it's in there, but no. I do not agree with it.

MR. WILLIAMS:

Can I have a moment, please?

Q. Who chaired the board of stewards at Rockford AME Church?

A. I was, up until that time.

Q. How were you appointed?

A. By the pastor.

Q. Who chairs the trustee board at Rockford AME? Did chair the trustee board at Rockford AME Church?

A. Ms. Mattison was at a time. At one time I actually chaired both, but that was years ago.

Q. She was appointed by the pastor?
A. By the pastor, yes.
Q. Were there any meetings --
A. Well, the trustees were actually voted on. They were recommended by the pastor, voted on by the church.
Q. I also wanted to ask you, the church bus. At one time, wasn't the name changed on the church bus?
A. It was.
Q. What was it changed to? Do you recall, Mr. Banks?
A. We just took the ME off.
Q. Took the AME off? Left it as Rockford Church?
A. (NO VERBAL RESPONSE)
Q. This was before a lawsuit was even filed, wasn't it not, Mr. Banks?
A. I don't think so. I'm not sure.
Q. You're not sure about that?
A. No.
Q. But you wouldn't really disagree with me if I said that it was changed before a lawsuit was even filed?
A. I wouldn't disagree, no.
Q. If the church receives a gift, it's church property is it not? Would that be church property?

A. If it was given as a gift, yes.
Q. Were the bank statements changed? The name of the account changed from Rockford AME to Rockford Church?
A. It was.
Q. You and the members met under the name Rockford Church, is that correct?
A. We met under Rockford AME. Nobody said Rockford only. Whenever we met, we met as Rockford. We probably didn't say AME because we don't normally call out the whole name. We just said Rockford. I mean, years ago that's all we said. We said Rockford. We haven't said Rockford AME is going to meet. We said Rockford is going to meet.
Q. When you moved the funds from the account, was that ever authorized by a church conference?
A. Yes.
Q. The local church conference?
A. Yes.
Q. Was it ever approved by the quarterly conference or the annual conference?
A. No.
Q. That's all I have.
EXAMINATION BY MR. WATSON:
Q. Mr. Banks, I'm going to ask you a couple of

questions. To your knowledge, has Rockford AME Church or Rockford Church ever been incorporated?

A. To my knowledge, no.

Q. To your knowledge, have other pastors tried to get you to incorporate and the church body refused to incorporate?

A. They have, and we did refuse.

Q. Has there ever been any transfer of property from Rockford Church or Rockford AME Church to a corporation out of Philadelphia, Pennsylvania that is supposed to represent the AME Church?

A. No, sir.

Q. When we went to Lexington, there was testimony taken. Is that correct?

A. Yes, sir.

Q. Elder McPherson testified and so did the preacher. Is that right?

A. Yes, sir.

Q. At that time, you five were referred to as the the troublemakers of the church.

A. Troublemakers. That's the word I was trying to think of a while ago, but I couldn't think of it.

Q. You five were blamed for the whole problem to do with the Rockford AME Church.

A. Right.

Q. Then when we went to Saluda, it was inferred that y'all had stolen money.

A. Right.

Q. And was that the testimony from the Plaintiff in this action and maybe the pastor?

A. Yes, sir.

Q. On changing the name of the bus, did you change the name of the bus?

A. I do not know who changed that name. I did not. I did not.

Q. Were you ever in charge of the bus?

A. Not really. I had a key at one time.

Q. Was the bus kept at your place of business or at your house?

A. No. On occasion maybe, when we went on a trip I would have it at my house for the next morning and then we would leave on the trip.

Q. Who, basically, was in charge of the bus?

A. As far as insurance and that type stuff, my name was on there. I was one of the people's names who was on there, but I wasn't the only one.

Q. No further questions.

RE-EXAMINATION BY MR. WILLIAMS:

Q. Did McPherson call you a troublemaker during the hearing? Did he say you were a troublemaker?

A. I don't know if he --

MR. WATSON:

Let's get it right. You're trying to impeach him on something. The testimony speaks for itself. They were referred to as the troublemakers. He didn't do it individually.

MR. WILLIAMS:

No, I'm just asking. At the hearing, did -- I don't have the transcript before me.

RE-EXAMINATION RESUMED BY MR. WILLIAMS:

Q. To your recollection, do you recall Elder McPherson, from the stand, saying you were a troublemaker?

A. I recall Elder McPherson saying, on the stand, if he got these four people out of the way then he can straighten the church out. He said that.

Q. But he never called you a troublemaker.

A. He didn't use that word I don't think.

MR. WATSON:

We have the testimony.

WITNESS:

We've got the testimony. I just don't know for sure. If it's in the testimony it's there. It wouldn't have been there if he didn't say it.

(WHEREUPON, DEPOSITION CONCLUDED AT 10:57 a.m.)

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
CASE NO. 2011-CP-35-34

Samuel L. McPherson, as Presiding
Elder of the Abbeville-Greenwood District
of the African Methodist Episcopal Church,
Plaintiffs,
vs.
Henry Banks, Mary Robinson, Delois Phillips,
Naomi Mattison, and Frank Mattison,
Defendants.

DEPOSITION OF DELOIS PHILLIPS

DATE TAKEN: March 21, 2012

TIME BEGAN: 12:04 p.m.

TIME ENDED: 12:34 p.m.

LOCATION: Greenwood County Courthouse
Room 201
Greenwood, South Carolina

REPORTED BY: Tara Scott
Notary Public for South Carolina

Delois Phillips, being duly sworn, testified as follows:

EXAMINATION BY MR. WILLIAMS:

Q. Excuse me if I mumble. Just ask me to repeat the question. Make sure you understand what I'm asking you. I'm going to try to move through this as quickly as I possibly can. Do you live in McCormick County?

A. No.

Q. Do you have any family that lives in McCormick County?

A. I do.

Q. Who is your family that lives in McCormick County?

A. Terrell Johnson.

Q. You're Ms. Phillips, right?

A. Yes.

Q. Terrell Johnson?

A. Uh-huh. Twyler Johnson.

Q. Can you spell that for me?

A. T-W-Y-L-E-R.

Q. Who are they?

A. My brother and sister.

Q. Okay.

A. Julius Johnson. That's my brother.

Q. Any other family members in McCormick County?

A. My sister's children and my brother's children and his wife.

Q. Are they over 18?

A. Some of them.

Q. Can you give me the ones who are over 18 who live in McCormick County?

A. Terrence Johnson and Channing Johnson. Tiffany Brown.

Q. Are you married?

A. I am.

Q. What is your husband's name?

A. Elvis.

Q. Pardon me?

A. Elvis.

Q. I'm sorry. I thought you said Elder. Is it Elvis Phillips?

A. Yes.

Q. Does he live in McCormick County.

A. He lives in Greenwood County with me.

Q. Mr. Phillips, does he still have family in McCormick County?

A. He's from Edgefield.

Q. Have you been listening to the testimony?

A. I have.

Q. I want to - I've done all these the same way. I'm

going to ask you the same questions. If you need to look at this or anything feel free to. Do you agree that the AME Church is a connectional church according to the Book of Discipline?

A. Yes.

Q. Do you agree that the Book of Discipline states that all real, personal, and mixed property held at the local churches are held in trust for the African Methodist Episcopal Church, Inc.?

A. Yes.

Q. Would you also agree that the Book of Discipline states that all property is subject to the Book of Discipline?

A. Yes.

Q. Would you agree that according to the Book of Discipline, that in absence of the language in trust does not relieve the local church of its connectional character and responsibility to the AME Church?

A. Yes.

Q. Would you also agree that the Book of Discipline states that the lack of in trust in the church deed does not excuse or absolve a local congregation or church agency or the board of trustees of its responsibility and accountability

to the AME Church, Inc.?

A. Yes.

Q. There are several factors that the Book of Discipline lists to show that a church is affiliated with the AME Church. Do you agree with that?

A. Yes.

Q. Do you agree that the Book of Discipline says that a conveyance of the said property of the trustees of a local church is another indication that the church is affiliated with the AME Church connection?

A. Yes.

Q. You also agree that the acceptance of pastors or ministers appointed by the Episcopal district or the annual conference of the AME Church is another indication that you are a part of the AME Church connection?

A. Yes.

Q. And the payment of conference assessments, fees, and dues is another indication.

A. Yes.

Q. And the participation and enrollment in the annual conference is another indication that you are - that the church is a member of the AME Church

connection.

A. Yes.

Q. Would you agree that Rockford church has used the name AME Church for over 50 years?

A. Yes.

Q. Would you agree that Rockford AME Church has used the customs of the AME Church?

A. Yes.

Q. Would you agree that they use the literature of the AME Church?

A. Yes.

Q. Would you agree that there was property conveyed to the trustees of your church?

A. Yes.

Q. Would you agree that the property was conveyed to the trustees of Rockford AME Church?

A. Yes.

Q. Would you agree that in the past, Rockford AME Church has accepted ministers appointed by the Episcopal district?

A. Yes, and rejected some.

Q. Pardon me?

A. And rejected some.

Q. And the ones that you rejected, the annual conference reappointed another minister. Is that

not correct?

A. Yes.

Q. Would you also agree that the payment of - that Rockford AME Church has paid conference assessments and dues?

A. Yes.

Q. Would you also agree that the church participated in the conferences? In the quarterly conferences and the annual conferences?

A. Yes.

Q. Is there a difference in Rockford Church and Rockford AME Church?

A. I don't think so.

Q. Just in the name, right? There's a difference in the name.

MR. WATSON:

Wait a minute. She answered your question. You're wanting to argue with her about her answer. I object to the form of the question. You've gone way off base on it. Object to the form of the question. Put it in there.

MR. WILLIAMS:

That's fine. Answer the question.

WITNESS:

Repeat it.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Do you - the words - the only difference between Rockford Church and Rockford AME Church is - there's a difference in the name. Isn't it true?

A. No, and my reason for that is because I don't know if it states in this discipline, but in former disciplines we have it was stated that we have the right to pay budgets and do, which allowed us to use the name AME, and that if we decided not to use the name AME we should be able to get out. We don't have to carry the name AME. We pay fees and dues that allowed us to carry the name AME.

Q. Okay, so when you don't pay the dues you're not AME? Is that what you're saying?

A. We could still be a part of the church, but we would not be allowed to carry the name AME.

Q. Okay. But you participated in the church in all other functions, didn't you?

A. Until we could not afford to.

Q. Why would you change the name on the sign on the church?

A. I didn't change the name on the sign.

Q. Do you agree with it?

A. It didn't matter to me one way or the other, because we were at a point where we couldn't

afford to pay the dues. We spoke to the elder about it and nothing was done. We were told we could leave, you know. He wasn't concerned.

Q. You understand that if you - let me ask you something. Do you want to be a part of the Episcopal district? Let me ask you that.

A. What does it --

Q. Seventh Episcopal --

A. What does it consist of? When you --

Q. The AME Church, State of South Carolina AME.

A. No, I'm saying in detail. What are you asking me? In detail.

Q. Do you want to be a part of the AME Church?

A. Which part of it?

Q. You can only be a part of - there's just one part. There's no separate parts of the AME Church.

A. But your first question - go back to that. The first question that you asked me concerning it. You said do I want to be a part of the --

Q. Answer that one first --

A. -- Episcopal part of it.

Q. -- and then I'll go back to that one. Answer that one and I'll go back.

A. Which one do you want me to answer?

Q. I want you to - do you want to be a part of the

AME Church?

A. Not if it's going to overburden me, overburden the people, the community, the people that --

Q. Do you consider --

A. -- is a part of the church. Then, you know --

Q. Do you consider paying the dues to be a burden?

A. It was more than a burden.

Q. So you're saying you don't want to be a part of it?

A. I didn't say that.

Q. You said if it's a burden.

A. That's right.

Q. And you're saying it's more than a burden.

A. Yes.

Q. So what is that? What do you --

A. What am I saying?

Q. Yeah.

A. I expect the elder to make adjustments.

Q. But he doesn't have to, does he?

A. No, he doesn't.

Q. And if you don't agree, you don't pay him. So my question again is, do you want to be a part of the AME Church?

A. I would like to be a part of the AME Church, but if it's made impossible for me to be a part of the

AME Church, then I would have to accept that.

Q. Okay. On your affidavit, you don't say Rockford AME Church do you?

A. I don't know. I'd have to look at it.

Q. You never say Rockford AME Church, do you?

A. No, because I don't just go around saying Rockford AME Church. We have always just called it Rockford.

Q. But - okay. That's fine. We'll go with that. Now, when the signs were changed you didn't have any problem with that. And you know that's one of the factors as being an AME Church is using the AME Church name.

A. It didn't have any bearing on me one way or the other, because some churches don't even have a sign up.

Q. But you're aware that this says if you use the AME Church name you're a part of the AME Church. Is that not true? Is that what this says?

A. That's what it says.

Q. On the sign it did not have AME Church, did it? At one time, the sign was changed from AME to AM, was it not?

A. It was.

Q. That violates the Book of Discipline. Does it

not?

A. I don't know whether it violates it or not. Like I say, you have some churches that don't have a sign.

Q. I'm just asking you about that particular church. That's all. I'm not asking you about no other churches. When you don't use the name AME, that means you're indicating that you don't want to be a part of the AME Church.

A. I can't say what it indicates, because I didn't change it and don't know who changed it.

Q. In your mind, what does that mean? Does that mean when you change your name from AME to AM, does that mean that you're still part of the AME Church?

A. The only thing I can say is that the "E" was removed.

Q. So you changed the name from AME --

A. I did not change the name from AME.

Q. The name was changed from AME.

A. On the sign it was changed from AME to AM.

Q. And there is - the AME Church does not have a moniker "AM". Would you agree with that?

A. I really don't know.

Q. In your time with the AME Church, have you ever

heard any AME Church referred to as AM?

A. No.

Q. On your affidavits you do not say Rockford AME Church. Correct?

A. Correct.

Q. As a matter of fact, you say you're a steward of Rockford. Is that correct?

A. Yes.

Q. I want to ask you about this. What is your duties at the church?

A. Financial secretary.

Q. When you send out letters, do you list the church as Rockford Church or Rockford AME Church?

A. Probably been sent out as both.

Q. Okay. That's fine. This letter says - do you agree that this says, "Members of Rockford Church"? It does not say Rockford AME Church.

A. It doesn't say Rockford AME Church, but I haven't seen this before.

Q. Okay. The letter does say, "Rockford Church", right?

A. Uh-huh.

Q. And it says, "We the", -- do you agree with this?

A. Yes.

Q. And it does say, "We the members of Rockford

Church." Does it not? It doesn't say AME Church on here at all, does it?

A. No.

Q. Do you agree with this letter?

A. I do.

Q. You do? It says in here, "We have decided to dissolve our association with the AME Church." You agree with this letter? You've testified to that.

A. But you've got to know what part we are stating as to - we are wanting to dissolve.

Q. Okay. Well, I'm going to ask you. Do you think you can dissolve one part and not be a part of all of it?

A. According to the discipline we could, because that's where it came in that we could. As long as we paid the budget, we could carry the AME name. If we decided that we was not going to pay the budget, we no longer carried the AME name, but we could continue to function.

Q. What does this say? You desire to dissolve your association with the AME church. You don't mention one part, do you? You said your association with the AME Church.

A. All of that would be discussed at the meeting.

Q. Okay. I'm just asking you. It does say, "Dissolve our association with the AME Church." It does not say one part. Dissolve it. Is that not what it says?

A. Yes, because that letter was written to the members and not to a lawyer or a court.

Q. Okay, but you want to communicate the truth. You want to communicate the truth don't you?

A. The truth would be communicated in the meeting.

Q. Okay, but is that not what the letter says? That's all I'm asking.

A. That's what the letter said.

Q. And you agree with this letter.

A. To some extent.

Q. You changing - have you changed your testimony? You just testified that you agreed with it.

MR. WATSON:

Object to the form of the question. You want to make an argument out of it instead of asking her a question.

MR. WILLIAMS:

I'm not making an argument.

MR. WATSON:

Yes, you are and I object. Put it in the record.

MR. Williams:

No. I did not do that. No. I did not do that.

MR. WATSON:

All right. You make sure it's in the record what I've got in there.

WITNESS:

What I'm saying is, this part - this whole letter was written to the members. It says we decided to dissolve our association with the AME Church.

MR. WILLIAMS:

That's in the letter.

WITNESS:

But, as I've stated before, the discipline states that we can pay the budget and carry the AME name. If we don't pay the budget, then we wouldn't be allowed to legally carry the AME name, but we could continue to function as a church. So all of this would be discussed in the meeting. It didn't have to be laid out on the letter. It needed to be conveyed to the members that attended the meeting.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. My question was not that. My question was - you said that you agreed with this letter initially, and now you said that you agree partially. Is that correct?

A. I'm not saying I agree partially. I said you have to understand the whole content of the letter and what was meant as this was written.

Q. But I asked you whether you agreed with the letter the first time and you said yes you agreed with this letter.

A. Yes, but when you asked me another question - when you went more into detail, then I gave you a more detailed answer.

Q. Had you not read it before I asked you?

A. But you hadn't asked me the question.

Q. Had you not read this letter?

A. I read the letter.

Q. I showed it to you, didn't I?

A. Yes.

Q. And you read it?

A. Yes.

Q. And you took a few minutes to read it. Did you not?

A. Yes.

Q. And I asked you did you agree with it. And you said yes. Did you not?

A. Yes, and when you asked me a different question I went into detail.

Q. Okay, so you changed your answer. Is that what

you're saying?

MR. WATSON:

Objection to the form of the question.

WITNESS:

No. I didn't change my answer. I elaborated.

MR. WILLIAMS:

Okay. We've got it. It's on the record. It's on the record.

MR. WATSON:

I want to make sure the objection to the form of the question is on the record, because that's what you can object to.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Where in the discipline does it say that you can - -

A. It doesn't state it in this one, but it stated it in the previous one. The reason why I know it states in the previous one is because we had a pastor that tried to incorporate our church. We had a meeting with him, so I know it's in there. It's not in the 2008. It would be in the discipline that was in effect when he was pastor at our church.

Q. But this letter was written in 2011. This book was in effect during that time. Was it not?

A. So that means that you changed it at some point in time.

Q. Okay. So at the time that this letter was written, the 2004 book was not even in effect, right?

A. I would assume not.

Q. So in this book, 2008, is there anywhere in this book where it says that you don't have to pay dues and assessments?

A. No.

Q. Okay. That's all I want. That's all I have.

MR. WATSON:

I have no questions.

RE-EXAMINATION BY MR. WILLIAMS:

Q. One more question. I'm sorry. I do have a couple of questions. I'm sorry. How have you been damaged in this case? There's a lawsuit filed that Elder McPherson has defamed you. How have you been defamed?

A. I feel like my reputation was defamed because he went to court and he and Reverend Stith made it seem as if we had caused confusion in the church. That we were made to make her feel that she was threatened. So, you know, to me that's defamation of my character.

Q. Who is that --

A. Because --

Q. I'm sorry. I don't want to interrupt you.

A. If you have the statement from Lexington it was said that we got up in church and hollered and disrupted the service and stuff like that. That is out into the community and stuff. That makes people look at me differently.

Q. Who did --

A. I have --

Q. I'm sorry. Go ahead.

A. You know, I have always been at Rockford Church. I joined Rockford when I was ten years old. I have actively served there. I've served as a Sunday School teacher. I've helped teach Bible study. I've been a steward. I've been a trustee, the financial secretary, and --

Q. My question is, who did Elder McPherson say - defame you to? Who did he say it to?

A. When he went to court and told the judge, the judge based his decision to take our accounts and stuff like that on things that Elder McPherson and Reverend Stith said. If you pull those court records, it's in there what was said.

Q. Did he ever - do you have any knowledge that he

said it to anyone in the community?

A. Somebody had to say it to somebody.

Q. Do you know who he said these defamatory statements to anyone in the community?

A. Well, when it was said to the judge at court and it was a lie, that was defamation of character the. I was put out of my church that I've served in for all these years because of a lie that Elder McPherson and Reverend Stith stated in court. Decisions were made to take our accounts and stuff because of things that he went to court and --

Q. You mean church accounts?

A. That's right. Church accounts.

Q. Not your accounts. The church accounts.

A. That's right. The church accounts. Because of things that he said that were not true.

Q. I'm going to ask you again. My question is, did he make any defamatory statements to anyone in the community? If so, to whom?

A. I don't know who he made it to in the community or whatever, but I do know that I was put out of my church. I was not allowed to go on the grounds. I remember when we had our Easter program that my grandchildren, that I have a very close relationship with. My grand-daughter had to stand

at the fence because we had to be on the ballfield. I could not go. My grand-daughter wanted to know, "Nana, you're not going to come to the church and see me say my speech?"

Q. Why didn't you go?

A. Because Judge McMahan, according to what Reverend Stith and Elder McPherson - because of what they told in court we were told that we could not go back on the church grounds.

Q. Who told you that?

A. Who told me that?

Q. Yes.

A. We received a court order.

Q. What does the court order say? I want you to read the court order.

A. Huh-uh. Let me look at the dates, because I know there was a court order that came that said we could not go back on the church grounds. I was out of church for three weeks before we received another letter. The reason why we received the next letter was because when the judge asked him why do you have to be a member of the church to attend the church. At that point he was like, no. So I think he re-looked at what he had done, because he made it seem like we were threatening

the pastor. That the pastor felt threatened. So we were put off of church property.

Q. How about find in this order where it says --

A. Huh-uh. Don't - this is --

Q. -- you can't come back.

A. -- not -- see, you're trying to play tricks. See, but I know. There was a court order and I have my copy of it saying that I could not go to church. I was out of church for three weeks, and then a letter came from your office from the Elder saying that it was okay to go back to church, but the court order didn't come from him. The court order came from the judge. So --

Q. Read that.

A. -- we did not go to church --

Q. Would you take a look at that, please?

A. -- until -- for what? Where is the other one?

Q. This is the court order where you went to court in Lexington County, okay?

A. No.

Q. Can I show you something?

A. That's not the one that I'm talking about.

Q. Okay. This is the - can you read the court order? It says - read that for me, please.

A. It says, "The defendants are not restrained from

entering onto church property as long as there is no disruption of church services."

Q. And it's signed by Judge who?

A. McMahan. This is not the one that I'm talking about, so you know, and I know, and it's in the court records. There is a court order that said we could not go on the church property.

Q. Do you recall being in court when Judge McMahan said you're not prevented from going to church? Do you recall that?

A. The order was made after. The order was made after we went to the hearing and it was sent to us, and I have a copy of it.

Q. Okay. Provide it to your lawyer so I can take a look at that.

A. He has it. You have it too.

MR. WATSON:

She's talking about pleadings.

MR. WILLIAMS:

She's talking about the pleadings? Okay.

MR. WATSON:

She's talking about pleadings that you filed. Him trying to get a restraining order for them to come on the church --

WITNESS:

And he did - they did get a restraining order.

MR. WATSON:

He can do that.

MR. WILLIAMS:

This is the order. But anyway, I'm not going to go there.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Let me ask you the last one. I'm going to try to wind up this one with you. You don't have any knowledge that Elder McPherson, in the community, defamed you in any way. Do you?

A. In the community?

Q. Yes. That he's told anybody any of this stuff. You don't have any evidence of that. Do you?

A. I have the paperwork that came from the judge telling me that I could not go on the church property. It stated in there the reasons and the basis on what he made his decision.

Q. All right. I'm not going to argue with you. That's not my question though. If you would just listen to me.

A. I heard your question. That's my answer.

Q. There is nothing out there where Elder McPherson said to anybody on these streets in McCormick County or Greenwood County anything defamatory

about you. That's my question. Would you answer it please?

A. That was a statement you just made.

Q. Pardon me?

A. That was a statement that you just made. That wasn't a question.

Q. Well, I'm asking you - there is no - you don't have any - do you have any evidence that Elder McPherson said to anyone in the community anything defamatory about you?

A. I don't have any that he didn't either.

Q. All right. How much are you - do you have any medical bills or anything? Have you lost any money as a result of these defamatory statements?

A. No.

Q. Have you been injured in any way?

A. Yes. I feel that I have been injured.

Q. And you're referring to testimony in court. Is that what you're talking about?

A. Yes.

Q. But nothing where he's out here on the street and said anything about you. You don't have any knowledge of that, do you?

MR. WATSON:

Just ask the question. Don't answer the question.

MR. WILLIAMS:

Say what, Marvin? You're objecting?

MR. WATSON:

Yes. To the form of the question. I keep objecting to the form of the question. You can't ask the question and then answer it yourself.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Let me ask you this, do you have any evidence that Elder McPherson communicated to anyone in McCormick County on the street in the community a defamatory statement about you? That's all I'm asking you.

A. I don't.

Q. All right. That's all I have. That's it. I don't have anymore.

MR. WATSON:

You messed up on one question. Ask her about insurance. She's the one. You've been asking about insurance and she can tell you about insurance.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Tell me about the insurance.

A. The church insurance was at County Bank and it was underwritten by Auto Owners Insurance.

Q. That's all I have. I'm sorry. Not I'm sorry, but

that's all I have. Thank you.

(DEPOSITION CONCLUDED AT 12:34 p.m.)

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
CASE NO. 2011-CP-35-34

Samuel L. McPherson, as Presiding
Elder of the Abbeville-Greenwood District
of the African Methodist Episcopal Church,
Plaintiffs,
vs.
Henry Banks, Mary Robinson, Delois Phillips,
Naomi Mattison, and Frank Mattison,
Defendants.

DEPOSITION OF MARY ROBINSON

DATE TAKEN: March 21, 2012

TIME BEGAN: 11:42 a.m.

TIME ENDED: 12:03 p.m.

LOCATION: Greenwood County Courthouse
Room 201
Greenwood, South Carolina

REPORTED BY: Tara Scott
Notary Public for South Carolina

EXAMINATION BY MR. WILLIAMS:

Q. As usual, I ask everybody do you have any family in McCormick County? We'll jump straight to it. Do you have any family in McCormick County?

A. Yes.

Q. Who is your family in McCormick County?

A. My daughter, Dayatra.

Q. Wideman?

A. No. Robinson.

Q. Do you have any other children?

A. Bridget.

Q. Robinson?

A. Blair. My grand-daughter that lives with me, Shardae, S-H-A-R-D-A-E Robinson. Of course, my brothers and sisters. Henry and --

Q. I think I already got those.

A. -- Marion.

Q. Marion is who?

A. My brother.

Q. I think he skipped.

A. He skipped Marion.

Q. Marion what?

A. Banks.

Q. Do they all live in McCormick County?

A. I've got two more sisters. Kitty. She's a Banks,

and Martha Turman.

Q. I think I may have that. Turman?

A. Uh-huh.

Q. Have you ever been married?

A. Yes.

Q. Is your husband living?

A. No, he's not.

Q. Have you been married only one time or twice?

A. Once.

Q. What was your husband's name?

A. John Robinson.

Q. Bridget doesn't have any children. Is that correct?

A. Yes. She has one.

Q. Shardae?

A. No. Her son is Steven.

Q. How old is he?

A. Twenty-eight.

Q. Does he live in McCormick County?

A. Yes, he does.

Q. Is Bridget married?

A. Yes.

Q. What is her husband's name?

A. Steven.

Q. Blair?

A. Uh-huh.
Q. Has she been married more than once?
A. No.
Q. Any other family members in McCormick County? I don't need to know your fifth and sixth cousins and all that, but any close relatives in McCormick County?
A. No.
Q. Have you been listening to the testimony? The reason I'm doing that, Ms. Robinson, is I'm going to see if I can shorten it a little bit. Have you been listening to the testimony?
A. Yes, sir.
Q. Concerning the Book of Discipline?
A. Yes, sir.
Q. I'm just going to ask you these questions. If you need to look at the - these are excerpts from the Book of Discipline. If you need to look at them, feel free to. Do you agree that the AME Church is a connectional church according to the Book of Discipline?
A. I agree that the Discipline says so.
Q. Do you agree that the Book of Discipline states that all real, personal, and mixed property held at the local churches are held in trust for the

African Methodist Episcopal Church, Inc.?

A. I agree that the book says so.

Q. Would you also agree that the Book of Discipline states that all property is subject to the Book of Discipline?

A. I agree that the book says so.

Q. Would you agree that according to the Book of Discipline, that in absence of the language in trust does not relieve the local church of its connectional character and responsibility to the AME Church?

A. I agree that the book says so.

Q. Would you also agree that the Book of Discipline states that the lack of in trust in the church deed does not excuse or absolve a local congregation or church agency or the board of trustees of its responsibility and accountability to the AME Church, Inc.?

A. I agree that the book says so.

Q. There are several factors that the Book of Discipline lists to show that a church is affiliated with the AME Church. I'm going to just give you a couple of them. Would you agree that the Book of Discipline says that if you use the name, customs, or literature of the AME Church

that that's one indication that you are a part of - that church is a part of the AME Church connection?

A. I have not read the whole book, but you say the book says so, so I agree that the book says so.

Q. I want you to take a look at his now. I want you to read this right here. I want you to make sure. Not just what I say. You're testifying to it.

A. Uh-huh.

Q. Would you read that? You don't have to read it out loud if you don't want to.

A. Yeah.

Q. Do you agree that the Book of Discipline --

A. I agree that the book says so.

Q. Do you agree that the Book of Discipline says that a conveyance of the said property of the trustees of a local church is another indication that the church is affiliated with the AME Church connection?

A. I agree that the book says so.

Q. You also agree that the acceptance of pastors or ministers appointed by the Episcopal district or the annual conference of the AME Church is another indication that you are a part of the AME Church connection?

A. I agree that the book says so.
Q. And the payment of conference assessments, fees, and dues is another indication.
A. I agree that the book says so.
Q. And the participation and enrollment in the annual conference is another indication that you are - that the church is a member of the AME Church connection.
A. I agree that the book says so.
Q. Would you agree that Rockford church has used the name AME Church for over 50 years?
A. Yes.
Q. Would you agree that Rockford AME Church has used the customs of the AME Church?
A. Some of them, yes.
Q. Would you agree that they use the literature of the AME Church?
A. Yes.
Q. Would you agree that there was property conveyed to the trustees of your church? I'll show you a deed. Would you agree to that? Let me show you this deed. Who is the property deeded to? Who was the property released to?
A. Right here?
Q. Yes, ma'am.

A. Released unto the trustees of Rockford African Methodist Episcopal Church.

Q. And not Rockford Church?

A. No.

Q. Would you agree that the property was conveyed to the trustees of Rockford AME Church?

A. Yes.

Q. Would you agree that in the past, Rockford AME Church has accepted ministers appointed by the Episcopal district?

A. Yes.

Q. Would you also agree that the payment of - that Rockford AME Church has paid conference assessments and dues?

A. Yes.

Q. Would you also agree that the church participated in the conferences? In the quarterly conferences and the annual conferences?

A. Yes.

Q. Let me show you this deed. This deed is from the trustees for Rockford African Methodist Church to who? Is that Rockford Church? Released unto Rockford Church?

A. Yes.

Q. This deed says that the property was released unto

who?

A. Trustees for the Rockford African Methodist Episcopal Church.

Q. Is there a difference?

A. Yes.

Q. In the Rockford Church and Rockford AME Church?

A. In the names.

Q. Do you consider yourself a member of Rockford Church?

A. I have been a member of Rockford AME Church.

Q. Have you ever been a member of Rockford Church?

A. No.

Q. So what do you think about this deed, conveying it to trustees of Rockford Church conveying property to Rockford Church? What do you think about that?

A. (NO VERBAL RESPONSE)

Q. Why would they do that?

A. I have no idea.

Q. In your affidavit you say that you wish to remove yourself from the African Methodist Church and the connectional church. Were you referring to the AME Church here when you said that?

A. I guess so. I know that.

Q. Do you agree with that? You wanted to remove yourself from the AME Church and the connectional

church?

A. I didn't asked to be removed. I'm going to tell you something about that - what do you call it? Affidavit? They tell us to write an affidavit. I know nothing about an affidavit. You put on there what you think should go on there, but you put your feelings. I know you put what you mean onto an affidavit, but this part about whether you leave AME off or you put AME on - you know, it just comes with the territory of doing something you don't know what you're doing. But you do understand what you're doing, but in parts of it you get so tied up into writing that I may have put African Methodist Episcopal on there.

Q. You read over this before you signed it.

A. Yeah.

Q. And you did say you wanted to remove yourself from the connectional church.

A. Yes, I did.

Q. And you were referring to the AME Church.

A. Connectional.

Q. What connectional? Connectional Baptist? Connectional - I mean, what? What connectional?

A. This connectional that we're here in this book that we keep --

Q. African Methodist Episcopal.
A. Uh-huh.
Q. You understand that in a connectional church all the churches are connected. Correct? Do you not understand that?
A. I understand - well, I understand. You probably understand what you understand, but --
Q. Yes, ma'am.
A. We're all connected in some way.
Q. So when you say connectional church here, what did you mean?
A. This part of you tell me what to do. You tell me what I can't do. You tell me how I can spend my money and how you can do this and that I can have this even though I know I don't have it. Stuff like that. That connectional part. That's what I want to be removed from.
Q. From the AME Church.
A. I didn't say AME. I said connectional.
Q. Well, you know connectional refers to the AME Church. Did you not say that?
A. You just said a lot of the people are connected. You said we're all connected, but not --
Q. No. You said we're all connected. I said all the churches are connected.

A. All the churches, but not all churches are AME.
Q. Yes, ma'am. I'm not trying to confuse you or anything.
A. I know you're not, and I'm not trying to confuse you either.
Q. Okay. So my question - when you say connectional church, are you referring to the AME Church? You're under oath.
A. I know I'm under oath. I never asked to be thrown out of the AME. I'll put it that way.
Q. Okay. When you say connectional church you're referring to the African Methodist Episcopal Church. You have to answer. She can't take down your response.
MR. WATSON:
I think she's already answered it twice.
MR. WILLIAMS:
No, she hasn't.
MR. WATSON:
Well, anyway, answer it again.
WITNESS:
I want to be removed from the connectional --
MR. WILLIAMS:
-- church. Okay.
MR. WATSON:

Does it have to say connectional church.

MR. WILLIAMS:

It does.

MR. WATSON:

Whatever it says, that's what it says.

MR. WILLIAMS:

And I'm asking what did she mean. The African Methodist Episcopal Church? Which church are you talking about?

MR. WATSON:

Does the affidavit say, "African Episcopal Church" or does it say "Connectional"?

MR. WILLIAMS:

It says, "From the African Methodist Church and the Connectional Church."

MR. WATSON:

Well, it must be two of them she's talking about.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. So I'm asking you again, are you referring to the AME Church? I'm just asking you a simple question. Are your referring to the AME Church when you say connectional? I'm not trying to trick you. Just a simple question.

A. I'm going to read what I wrote.

Q. Okay.

A. I meant what I wrote. I do want to be removed from the connectional church.

Q. And I'm asking you again, what is the connectional church that you're talking about?

A. Whatever. African Methodist Episcopal whatever.

Q. You realize that when you're removed from the connectional church you're out of the AME period. Do you understand that?

A. That's okay.

Q. You said that you wanted to be removed. Is that not true?

A. That's what the paper says.

Q. Did you agree with the change in the sign in the front of the church?

A. I knew nothing about it until it was changed.

Q. Did you agree with it? After it was changed, did you agree with it?

A. It didn't matter to me one way or the other.

Q. Okay. So I guess your statement is that you don't have a problem with them changing the - taking the "E" off of AME. You don't have a problem with that. You didn't have a problem. Okay. All right. How about on the buses? The name of the church was changed on the bus. Did you agree with that?

A. I mean, I didn't agree with it, but I didn't do it, so it really didn't matter.

Q. But you didn't agree with it. That's all I wanted to ask you. You didn't agree with it. Okay

MR. WATSON:

Are you testifying now, Randall? Just ask her the question.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Ms. Robinson, how have you been damaged by - the claim that - you filed a lawsuit. Defamation against Elder McPherson here, claiming that he defamed you. How has he defamed you?

A. I'll put it this way, ever since I joined the church when I was 12 years old I have been very very active in the church. I was a member of a whole lot of things in the church. Even in the district, because I was district usher president. So when this happened, I don't have anything to do. I can't do this. I can't do that. I can't be a part of this. I can't be a part of that. It's not that it's a money thing. It's a me thing. It's a hurtful me thing. I've got to sit and let everybody else do. So what's left for me?

Q. Well, it's - I'm not going to answer that. I mean, I don't want to testify as Mr. Watson said,

but let me ask you - who did he make these statements to?

A. I don't know.

Q. You don't know whether he made them or not then do you?

A. I don't doubt it, but I don't know.

Q. Do you know for sure that Elder McPherson made these statements?

A. No.

Q. Now, do you know who it was told to supposedly?

A. No.

Q. This is just hearsay that you're going on. Is that correct?

A. Yeah.

Q. Now, have you lost any money as a result of this?

A. No. I lost myself.

Q. Have you incurred any medical bills as a result of this?

A. No.

Q. What was your function in the church, Ms. Robinson?

A. I was a Sunday School teacher. I was over the Kitchen Committee. I was an usher within the church. I was a district usher president. I was part of the missionaries. I was a part of the

stewardesses. I was a steward, and once a trustee and moved up to a steward. Pastor's aid.

Q. Do you know of any other accounts - one second. I think the church had an account at First Citizens.

A. I don't know anything about it.

Q. You don't know anything about --

A. The money parts. No. I was not a part of the finance committee.

Q. Do you know if the church has an insurance policy?

A. I know we had one, but who with or anything like that - that was taken care of by someone else.

Q. I'm almost finished, Ms. Robinson. That's all I have.

MR. WATSON:

No questions.

(DEPOSITION CONCLUDED AT 12:03 p.m)

C E R T I F I C A T E

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
CASE NO. 11-CP-35-34

Samuel L. McPherson, as Presiding
Elder of the Abbeville-Greenwood District
of the African Methodist Episcopal Church,
Plaintiffs,
vs.
Henry Banks, Mary Robinson, Delois Phillips,
Naomi Mattison, and Frank Mattison,
Defendants.

DEPOSITION OF NAOMI MATTISON

DATE TAKEN: March 21, 2012

TIME BEGAN: 10:59 a.m.

TIME ENDED: 11:35 a.m.

LOCATION: Greenwood County Courthouse
Room 201
Greenwood, South Carolina

REPORTED BY: Tara Scott
Notary Public for South Carolina

Naomi Mattison, being duly sworn, testified as follows:

EXAMINATION BY MR. WILLIAMS:

Q. Please state your name.

A. Naomi Mattison.

Q. How are you doing, Ms. Mattison.

A. Fine, thank you.

Q. Nice to meet you. Where do you live, Ms. Mattison?

A. Abbeville, South Carolina.

Q. Mr. Watson has already said that if there's anything you're not clear on ask me to repeat it, please. If you're not clear, don't answer until I explain it to you. Sometimes I have a tendency to mumble, so make sure I repeat it if you don't understand. Where do you live, Ms. Mattison?

A. 200 Meadow Drive, Abbeville.

Q. Have you lived in Abbeville your whole life?

A. No.

Q. Do you have family in McCormick County?

A. Yes.

Q. Who is your family in McCormick County?

A. Reverend Robert Belcher, Reverend Willie Belcher, Jeanette Ryans, Lennie Johnson, Sara Atkins, and I think that's all.

Q. Belcher's, Ryan's, Johnson's, and Atkin's?

A. Yes.
Q. Are you married?
A. Yes.
Q. What is your husband's name?
A. Frank Mattison.
Q. Does Mr. Mattison have family in McCormick County?
A. No.
Q. Have you been married more than once?
A. Yes, sir.
Q. Who is your first husband?
A. He's deceased.
Q. What was his name?
A. Josh Allen Walker.
Q. Does he have family in McCormick County?
A. Repeat that.
Q. Does he have family in McCormick County?
A. Yes.
Q. Who are they?
A. He has a sister named Martha Martin and a sister named Ella Singletary.
Q. Ella what?
A. Singletary.
MR. WATSON:
Naomi, speak up just a little bit louder so she can take it down.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Do you have any children?

A. Yes.

Q. What are your children's names?

A. Repeat that.

Q. What are your children's names?

A. Carolyn Brownlee, Steve Allen Walker, Alicia Cornelius.

Q. Give me their last names also. Alicia's last name is Cornelius?

A. Yes. Tina Clark, and Janice Joyner.

Q. Do any of them live in McCormick County?

A. No.

Q. They all live in Abbeville County?

A. No, sir.

Q. Are you employed?

A. Retired.

Q. Where did you retire from?

A. Flexible Technologies.

Q. How long did you work there?

A. Twenty-one years.

Q. I'm going to ask you a couple of questions about the Book of Discipline, Ms. Mattison. If I keep looking back on my paper, that means I'm not familiar with your name and I'm looking back to

see your last name. You heard Mr. Banks read from the Book of Discipline earlier, did you not?

A. I heard him.

Q. Let me ask you these questions without you having to read. If we have to, we can use the book to refresh your memory. Do you agree that the Book of Discipline states that all real, personal, and mixed properties held by the local churches are held in trust for the African Methodist Episcopal Church, Inc.? Would you agree that the Book of Discipline says that?

A. I agree the Book of Discipline says that.

Q. What would you describe Book of Discipline as? A manual for the AME Church? A rule book? How would you describe it yourself?

A. My personal opinion is the Book of Discipline is a guide for the AME Church, but certain things I don't agree with.

Q. That's understandable. Would you also agree that the Book of Discipline states that all property is subject to the Book of Discipline?

A. Repeat that?

Q. Would you agree also that the Book of Discipline states that all property is subject to the Book of Discipline?

A. No. I don't agree to that.
Q. Do you agree that the Book of Discipline says that?
A. The book said it. Yes.
Q. That's all I'm asking. Do you agree that according to the Book of Discipline, in the absence of the language in trust does not relieve the church of its connectional character and responsibilities to the AME Church?
A. Repeat that again.
Q. That's right. Ask me to repeat it and I will. Do you agree that according to the Book of Discipline, in the absence of the language in trust does not relieve the church of its connectional character and responsibilities to the AME Church?
A. No. I don't agree to that.
Q. Do you agree that the Book of Discipline says that?
A. I agree the book says it.
Q. Yeah. That's all I'm asking you. What does the Book of Discipline say. Do you also agree that the AME Church is a connectional church? Do you agree that the Book of Discipline says that?
A. I agree the book says it.

MR. WATSON:

Pass me that book over here.

EXAMINATION RESUMED BY MR. WILLIAMS:

Q. Do you agree that the Book of Discipline states that the lack of in trust in the church deed does not excuse or absolve a local congregation or the board of trustees of its responsibility and accountability to the AME Church, Inc.? Do you agree it says that?

A. I don't know, because I haven't read that.

Q. Take your time and read this paragraph A on this page right here. If you'll read this paragraph, then I'll ask you the questions. I'll leave it right here in case you need to look at it. My question is, do you agree that the Book of Discipline states that the lack of in trust in the church deed does not excuse or absolve a local congregation or the board of trustees of its responsibility and accountability to the AME Church, Inc.?

A. You say do I agree?

Q. Do you agree that it says that in the Book of Discipline?

A. I read it.

Q. You agree that's in the Book of Discipline?

A. That's what the paper said.
Q. Do you want to read that book? Do you want to read that one?
A. I'll take your word for it.
Q. But you've got to answer the question. Do you agree the Book of Discipline says that?
A. Yes.
Q. I'd like you to also read one, two, three, four, and five for me please. Just take a look at it. You don't have to read it out loud. Just take a look at it and I'll ask you a question. Have you ever read this information before?
A. No.
Q. Not familiar with that at all? Okay. Now, the Book of Discipline lists a number of factors that would make one affiliated with the AME Church. Is that not what this was?
A. That's what it is.
Q. One of those is the use, name, customs, polity, or literature of the AME Church. That would identify one with the AME Church. Would you agree that that's what number one says?
A. I would agree.
Q. Rockford AME Church has used the name AME, have they not?

A. Yes.
Q. And they followed the customs of the AME Church, have they not?
A. Yes.
Q. And the literature of the AME Church. They use the literature of the AME Church too?
A. Yes.
Q. There was a conveyance of property to the trustees of a local church. I'm going to show you a deed. Would you agree that this deed was from the trustees for Rockford African Methodist Episcopal Church?
A. Yes.
Q. Would you agree that the property was conveyed to the trustees of a local church or to the AME Church - well, I wouldn't say the AME Church, but would you agree that the property has been conveyed to the trustees of the local church, according to this deed?
A. According to that deed, yes.
Q. Would you agree that in the past Rockford AME Church has accepted the pastor appointed by the Episcopal district?
A. Some of them.
Q. But you have accepted them. And the ones that you

were not accepted, tell me what happened with that. The ones that were not accepted.

A. Well, the ones that was not accepted - when the church members and the trustees got together and I guess they talked among themselves. They had meetings among themselves. If we couldn't afford them - if we couldn't afford the pastor that they sent we just had to say so.

Q. What would the district do? They would appoint another pastor?

A. Yes.

Q. Rockford AME Church has paid conference assessments and dues, have they not, in the past?

A. We have.

Q. The church has participated in a role as a member of the connection, have they not? That would be in the quarterly conference or the annual conference.

A. Repeat that now.

Q. The church participated in the quarterly conferences and the annual conferences. Rockford AME Church. Did they not?

A. Have we participated?

Q. Yes, ma'am. In the past.

A. In the past?

Q. Yes, ma'am.
A. Yes.
Q. How long has Rockford been an AME Church? Do you know?
A. Since before I was born.
Q. We're not going to - I'm a little older than you, so we'll say over 50 years.
A. Over. Way over a hundred years.
Q. In your affidavit, you don't say you're a member of Rockford AME Church, do you? I'll let you take a look at it.
A. No.
Q. You said you're a member of Rockford Church. Is that correct?
A. Yes.
Q. This is your affidavit, signed by you?
A. Yes.
Q. Also, you say, "We, members of Rockford Church, don't want to be part of the Episcopal district any longer." Is that also correct?
A. That's correct.
Q. Let me mark this.
(WHEREUPON, AFFIDAVIT OF NAOMI MATTISON WAS MARKED EXHIBIT 8 FOR IDENTIFICATION)
EXAMINATION RESUMED BY MR. WILLIAMS:

Q. In your affidavit, you say, "We, the members of Rockford Church." You don't say Rockford AME Church, do you?

A. No.

Q. And you could have very easily have placed the AME on there. Is that not correct?

A. Well, I'm accustomed to just saying I'm a member of Rockford Church. I didn't mean nothing about not saying it.

Q. But you said you don't want to be a part of the Episcopal district. Is that correct?

A. If I said it, yes.

Q. You realize that Rockford AME Church is a - the AME Church is a connectional church. Do you realize that, Ms. Mattison? I think I got it right. Yes, ma'am. Ms. Mattison. Do you agree that the AME Church is a connectional church?

A. No. I didn't know that.

Q. But would you agree that the Book of Discipline says it is a connectional church?

A. The Book of Discipline, you said, said it.

Q. Would you agree?

A. I haven't read it.

Q. Would you like to read it? Just take a look at that. Would you agree that the Book of Discipline

says that the AME Church is a connectional church?

A. If that's what the discipline says. I don't agree.

Q. You understand you can't withdraw from the AME Church and then be a member of a local AME Church. Do you understand that, Ms. Mattison? Did you know that? Do you agree with that?

A. I didn't classify us as being a local AME Church. I didn't classify our church as being local. I know we were a part of the AME.

Q. When you say you don't want to be a part of the Episcopal district, that's saying you don't want to be a part of the AME Church. Is that not correct?

A. No. That's not what I'm saying.

Q. What is the difference?

A. Well, the Episcopal part of it. The rules and regulation part of it. How they tell you how to do your monies. I don't agree with that.

Q. Do you agree that the Episcopal district is the entire state of South Carolina? Would you agree?

A. Do I agree what?

Q. That South Carolina is the seventh Episcopal district. Would you agree with that? The whole state.

A. Yeah.
Q. When you say you don't want to be a part of the Episcopal district, you're talking about you don't want to be a part of the AME - the entire AME body in the state. Is that not correct?
A. I just said we didn't - -
Q. I don't want to put words in your mouth. I'm sorry.
A. What I meant by that --
Q. Yes, ma'am.
A. The governing part of it, how they assess you more than you can do.
Q. You want to --
A. And I feel like religion is a freedom thing. You shouldn't be persuaded to do things that you're not comfortable doing, that you know is not right.
Q. Yes, ma'am. But your affidavit did say that you do not want to be a part of the Episcopal district any longer.
A. That's what I meant when I said it.
Q. But that's - okay. That's fine. I want to show you a letter. This is a letter - do you agree with that letter?
A. Do I agree with this letter?
Q. Yes.

A. Yes.
Q. Who does it say it's from? Is that members of Rockford Church?
A. That's what the letter says.
Q. It doesn't refer to Rockford AME Church, does it?
A. No.
Q. This was sent January 27, 2011. Is that correct?
A. That's what it says.
Q. You had not had a quarterly conference with Elder McPherson prior to January 27th, had you?
A. I don't think so.
Q. Are you one of the members that they are talking about in this letter?
A. If it says, "We the members", I'm sure I am.
Q. And they identify - you identify yourself as members of Rockford Church and not members of Rockford AME Church. Is that not correct?
A. That's what it says.
Q. I'm going to show you another letter dated March 27th. At the top it says Rockford Church. Is that not correct?
A. That's what it says.
Q. Do you agree with this letter?
A: I don't know where that letter came from.
Q. You don't agree with this?

A. No. I don't know where it came from.
Q. I was referring to Plaintiff's Exhibit number 4. The prior letter, dated January 27th, was Plaintiff's Exhibit 6. Was it not?
A. (NO VERBAL RESPONSE)
Q. I just want to identify it for the court.
A. Say what now?
Q. I'm saying that the letter where I asked you about - January 27th, that was Plaintiff's Exhibit 6.
A. Uh-huh.
Q. Does the church have - I think we already asked about that, but are you familiar with the church insurance policy?
A. No.
Q. You wouldn't know the agency that would have that?
A. No.
Q. You claim you were - you filed a defamation lawsuit against Elder McPherson claiming that you were defamed. How were you defamed, Ms. Mattison?
A. Well, lawyer McPherson filed a lawsuit against us, so as a result of that I have had all kinds of problems. I mean stress tests, continuously not able to rest or sleep at night, nose bleeds, and I have doctor's statements to say so. Still paying on my bill.

Q. What doctors have you seen?

A. Doctors in Abbeville. Doctor - I want to say Ceraldi or Heidi. I can't think of her name right now, but I can find out.

Q. That's what I need to know. The name. Have you seen more than one doctor?

A. Just - yes. Yes.

Q. Can you tell me any of those doctor's names?

A. Dr. Heidi Rodillo.

Q. Can you - Rodillo? Is he at a particular office?

A. Yeah, in - Dr. Hershberger in the family practice.

Q. Dr. Hershberger. That's with Abbeville Abbeville Family Practice?

A. Yes.

Q. Is he a psychiatrist?

A. No. That's a she.

Q. Is she a psychiatrist?

A. No, she's not. She's my family doctor.

Q. You named another doctor too.

A. It's either Ceraldi or --

Q. Can you spell that for me?

A. I can't spell it.

Q. Come close to it?

A. No. I can't.

Q. Does it begin with an "S" or "C"?

A. It's an "S".

Q. In Abbeville?

A. Yes.

Q. Are they at Abbeville Family Practice also?

A. No. She's in another office.

Q. Do you know the name of the office that she's in?

A. It's in the same complex, but another office.

Q. What did you see the doctor - I can't pronounce the name.

A. Well, see, I went to Dr. Hershberger first and I had palpitation in my chest. She sent me to Dr. Ceraldi - I think that's her name. But anyway, she prescribed a stress test. I had to wear a heart monitor.

Q. Did she say that it was related? That it was caused by the --

A. She asked me what kind of stress was I under and I told her what we had problems with the church. I didn't go into no details, but I had to wear a heart monitor for 24 hours.

Q. How many times did you see Dr. -- the first doctor? I can't - Dr. whatever her name is. I don't know.

A. She did the stress test. She told me to go back to my family doctor after the 24 hours.

Q. What was the result of the stress test?
A. Well, she said it was all right then, but just told me to try to get plenty of rest.
Q. She said you were okay?
A. She said it was all right. She said it's okay, but get plenty of rest. Try to get plenty of rest. Then she gave me some medicine. A little pack of pills. I had to take one every day or every time I had that palpitation in my chest.
Q. And you'll get the name of the doctor to Mr. Watson?
A. Yes, I will.
Q. Dr. Hershberger, you saw him for palpitation?
A. It's a her.
Q. I'm sorry. They're both female doctors, okay.
A. Female.
Q. I'm sorry. And you saw her for what, palpitation did you say?
A. At first. She sent me to this other Dr. Ceraldi.
Q. Ceraldi?
A. I can't call her - I can't spell the name.
Q. I'm just going to say S-H-E-R-A-D-I.
A. She sent me to her, to Ceraldi, to do the stress test. Ceraldi told me after 24 hours I had to take the monitor off and go back to my regular

doctor, which is Dr. Hershberger.

Q. How many times did you see Dr. Ceraldi?

A. Once for the stress test.

Q. How many times did you see Dr. Hershberger regarding your palpitations?

A. It was twice, because she gave me medication and told me to come back and let her know how I was doing.

Q. Do you know anyone that - what is it you claim that Elder McPherson said to someone else? Do you know who he supposedly said it to and what was said?

A. I didn't hear him out of my own ears, but the word got to me that he said that we were the troublemakers, we stole money, and we caused confusion in the church, we weren't allowed to go back to church.

Q. Who was that said to?

A. It was said about the five of us.

Q. Who was it communicated to? Who did he tell that to?

A. I don't know right now. I can't think. I don't know.

Q. So you don't --

A. But word got back to me.

Q. So you don't --

A. And I got documentation saying that we couldn't go back to church unless - we could go back to church, but we could not participate in no church activities. So we had to go back to church and sit there just like we were strangers and I been in that church all my life.

Q. But you don't know who Elder McPherson said this to or when. Is that correct?

A. It was after we went to court down in --

Q. I know, but you don't know who he said it to?

A. No, I don't know.

Q. In other words, you don't really know if he actually said it.

A. I didn't hear him.

Q. How much do you think your medical bills are?

A. I'm still paying on the stress bill and it was over $6,000.

Q. $6,000?

A. Over $6,000.

Q. Let me ask you a question. What precipitated this lawsuit being filed? Do you know, Ms. Mattison?

A. The lawsuit stemmed from - we had a quarterly conference.

Q. Yes, ma'am. And what happened at that quarterly

conference?

A. Discussion was about paying the budget. We told Elder McPherson we could not afford the budget, and it stemmed from that, because he was asking us all kind of questions and we had a right to ask him all kind of questions, the kind that we wanted to ask him. He didn't have no satisfaction to give us.

Q. What kind of questions were you asking him?

A. We asked him to lower our budget. We told him we was a small church, we could not afford the budget, and asked him to just lower our budget so we could pay it. Our membership is very small.

Q. Did not Rockford AME Church have a hundred and twenty something thousand dollars in the bank?

A. Did they have that? Yeah, but it wasn't - this hundred and twenty something thousand dollars wasn't raised to take care of the function of the church.

Q. But it was raised by the church members for the church, right?

A. Not all of it.

Q. Okay, but it was raised for the benefit of the church.

A. Well, yeah.

Q. Okay. So you had a hundred and twenty thousand dollars in the account, but you didn't want to pay your assessments and dues?

A. The account was for a building fund only.

Q. Now, let me ask you a question about that. This account - there's more than just the building fund in that account. Isn't it? That account has a number of different - how can I say it? Different accounts within one account. Isn't that true?

A. The building fund was set up by itself.

Q. So you're saying that that particular account only had building fund money in it?

A. Yes.

Q. No other monies? It was not just one big pot? It was not like that.

A. All of the church treasury was together, but the building fund was set by itself. You know, you put all your monies together, but what we raised for building fund was for building fund, and that was set aside.

Q. Okay. Did you ever receive anything saying that you couldn't go to church at Rockford AME Church? That you couldn't attend services there?

A. Yeah.

Q. Who told you you couldn't attend services?

A. We got a letter saying we couldn't even be caught on the premises.

Q. When you went to court, didn't - wasn't that cleared up? You could go to church there?

A. Not at the beginning. When we left court in --

Q. Lexington.

A. -- Lexington, we got a letter saying that we could not be found on the premises of Rockford AME Church. We could not attend the church. Then we got a letter saying we could go back, but we couldn't participate in no church activities.

Q. I want you to read this order. This is what the judge ordered. I want you to read that. Read that. You agree that this is a copy of Judge McMahan's order.

A. That wasn't what I saw at first.

Q. Okay, but this is his order. Would you agree to that?

A. That's what that says.

Q. And it does say that the Defendants are not restrained from entering onto church property as long as there is no disruption of church services.

A. But I do have documentation saying that we could not be caught on the premises.

Q. But did you get a copy of this order?

A. I don't remember.

Q. I think that's all I have of this witness.

MR. WATSON:

I don't have any questions.

(WHEREUPON, DEPOSITION CONCLUDED AT 11:35 a.m.)

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
CASE NO. 2011-CP-35-34

Samuel L. McPherson, as Presiding
Elder of the Abbeville-Greenwood District
of the African Methodist Episcopal Church,
Plaintiffs,
vs.
Henry Banks, Mary Robinson, Delois Phillips,
Naomi Mattison, and Frank Mattison,
Defendants.

DEPOSITION OF FRANK MATTISON

DATE TAKEN: March 21, 2011

TIME BEGAN: 12:35 p.m.

TIME ENDED: 12:47 p.m.

LOCATION: Greenwood County Courthouse
Room 201
Greenwood, South Carolina 29620

REPORTED BY: Tara Scott
Notary Public for South Carolina

Frank Mattison, being duly sworn, testified as follows:

EXAMINATION BY MR. WILLIAMS:

Q. State your name, please.

A. Frank Mattison.

Q. How are you doing, Mr. Mattison?

A. Fine.

Q. You've heard the questions that I've asked concerning the Book of Discipline.

A. Yeah.

Q. Do you agree that - do you want to read over these things before I ask you these questions? I'm going to ask the same questions that I asked them.

A. No. I don't have to read over them.

Q. Do you agree that the Book of Discipline says the AME Church is organized and functions solely as a connectional church? I'm just asking you whether the Book of Discipline says that.

A. I don't know what it says, but if you say it's in there.

Q. You can't go by what I say. You've got to read it and tell me.

A. I can't. I'm a slow reader.

Q. I'm not trying to trick you. I'm just asking you these questions.

A. The only thing I've read about the Discipline is

the old one, not this one. Duties of a trustee at a local church.

Q. Do you agree that this is the Book of Discipline?

A. Yes.

Q. Under section 2, does it not say the AME Church is organized and functions solely as a connectional church?

A. That's what it says.

Q. Do you agree that the Book of Discipline states that all real, personal, and mixed property held at the local churches are held in trust for the African Methodist Episcopal Church, Inc.? Do you agree that is also in there?

A. It's in there.

Q. Would you also agree that the Book of Discipline states that all property is subject to the Book of Discipline?

A. That's in there.

Q. Would you agree that according to the Book of Discipline, that in absence of the language in trust does not relieve the local church of its connectional character and responsibility to the AME Church? Do you agree with that?

A. It's in there.

Q. Would you also agree that the Book of Discipline

states that the lack of in trust in the church deed does not excuse or absolve a local congregation or church agency or the board of trustees of its responsibility and accountability to the AME Church, Inc.? Is that also in there?

A. That's in there.

Q. There are several factors that the Book of Discipline lists to show that a church is affiliated with the AME Church. Do you agree with that? Would you agree? Would you agree?

A. It says that.

Q. Do you agree that the Book of Discipline says that a conveyance of the said property of the trustees of a local church is another indication that the church is affiliated with the AME Church connection?

A. Yes.

Q. You also agree that the acceptance of pastors or ministers appointed by the Episcopal district or the annual conference of the AME Church is another indication that you are a part of the AME Church connection?

A. Yes.

Q. And the payment of conference assessments, fees, and dues is another indication.

A. Yes.
Q. And the participation and enrollment in the annual conference is another indication that you are - that the church is a member of the AME Church connection.
A. Yes.
Q. Would you agree that Rockford church has used the name AME Church for quite some time, has it not?
A. As far as I know.
Q. Over 50 years.
A. As far as I know. I haven't been there 50 years.
Q. Would you agree that Rockford AME Church has used the customs of the AME Church?
A. Yes.
Q. Would you agree that they use the literature of the AME Church?
A. Yes.
Q. Would you agree that there was property conveyed to the trustees of your church?
A. Yes.
Q. Would you agree that the property was conveyed to the trustees of Rockford AME Church?
A. Yes.
Q. Would you agree that in the past, Rockford AME Church has accepted ministers appointed by the

Episcopal district?

A. Yes, and rejected some.

Q. Pardon me?

A. And rejected some.

Q. And the ones that you rejected, the annual conference reappointed another minister. Is that not correct?

A. Yes.

Q. Would you also agree that the payment of - that Rockford AME Church has paid conference assessments and dues?

A. Yes.

Q. Would you also agree that the church participated in the conferences? In the quarterly conferences and the annual conferences?

A. As far as I know. Yes.

Q. Are you aware that the sign was changed in front of the church from Rockford AME to Rockford AM?

A. I don't know whether it was changed or not. I know there was a letter off there.

Q. The letter was off there?

A. Yes.

Q. But you just don't know whether it was changed. Is that what you're saying?

A. No.

Q. In your affidavit, is it not true that you said that the church and its members wanted out from under the African Methodist Episcopal rule and control?

A. That's what it says.

Q. Yes, sir. But you did not say you wanted to be out of Rockford Church.

A. That's right.

Q. So there's a Rockford Church and a Rockford AME Church?

A. Well, if you go back to the original deed it had Rockford Church on there. So that's what I'm saying.

Q. So you're saying there are two?

A. I'm not saying there were two. I said on the original deed it said Rockford.

Q. But the name of the church is Rockford AME Church. Is that not true?

A. When I joined, yes.

Q. And you did say, "I did not say I wanted out of Rockford Church."

A. That's right.

Q. Do you agree with this letter, Mr. Mattison?

A. It's from the members. I'm a member.

Q. And it says "members of Rockford Church", doesn't

it?

A. Yeah.

Q. Doesn't say "members of Rockford AME Church", does it?

A. No.

Q. That was Exhibit 6. Would you agree?

A. Yes.

Q. I'm showing you Plaintiff's Exhibit 4. At the top of this letter, does it not say Rockford Church?

A. That's what it says.

Q. It doesn't say Rockford AME Church, does it?

A. No.

Q. Do you agree with this letter?

A. I don't know. I haven't read the letter.

Q. I'm sorry. Take your time, Mr. Mattison. That's a good point. Do you agree with this?

A. That they're asking for help, yes.

Q. But you don't agree with all of it?

A. No.

Q. Are you a Rockford Church member or are you a Rockford AME Church member?

A. At one time I was a member of Rockford Church, and it's Rockford AME Church.

Q. When were you a member of Rockford Church?

A. When the deed title changed. I would go back to

the original deed. It was Rockford Church.

Q. So the deeds mention Rockford. The deeds mention - is this one of the deeds you're talking about?

A. This is one of them, and there's an original deed way back before my time, your time too.

Q. During the time that you were at the church it was known as Rockford AME Church when you joined it.

A. Yes.

Q. Later, you say you - well, let me ask you this again. Which one are you a member of? Rockford AME --

A. I guess I'm a member of both.

Q. Both of them?

A. Yeah. Rockford AME and Rockford Church.

Q. But you did say you wanted to be out from under the control of the AME Church in your affidavit.

A. It's in my affidavit. Yes.

Q. Did you make this statement at the quarterly conference? This statement?

A. Yes.

Q. You did?

A. Yeah. You've got my affidavit.

Q. Okay. But I don't think she heard you.

A. I'm not changing nothing.

Q. Okay. Yes, sir. I'm not trying to get you to

change, but this statement was made at the quarterly conference when Elder McPherson was there.

A. Yes. A lot of things have been said at the quarterly conference, but I didn't bring it up.

(WHEREUPON, AFFIDAVIT OF FRANK MATTISON WAS MARKED EXHIBIT 9 FOR IDENTIFICATION)

Q. Just a couple of last questions, Mr. Mattison. How have you been harmed by these defamatory statements that your lawyer says that Elder McPherson said?

A. First of all, by being sued. The next thing is I'm losing money from my job.

Q. You mean from attendance today?

A. Attending all these court hearings.

Q. Do you have any medical bills or anything that is related to this statement that was allegedly said?

A. I go to the VA and they give me medication. My blood pressure went up. I've been taking blood pressure medicine.

Q. How much did that cost you?

A. I think it's $8 a month for my supply of blood pressure medication.

Q. Do you have any evidence at all that Elder McPherson said to anyone in the community anything

defamatory about you or untrue? In the community, not in court, but in the community?

A. No, because I don't really associate with the people in the community. I'm not from around this area.

Q. Where are you from?

A. I'm from Anderson County.

Q. Sorry?

A. Anderson County.

Q. Oh, okay. Okay. Did you know anything about the locks being changed at the church? Are you familiar with that?

A. I've heard of the locks being changed. I've heard they've been changed lately too.

Q. Were the locks ever changed before we went to court back in April some time?

A. I heard that they were changed. I also heard that they were taken off the pastor's door, office. The locks were taken off the pastor's office.

Q. Are you aware that the name on the bus was changed?

A. I heard it was, but I haven't seen it because it wasn't at my house. I heard it was.

Q. Do you know whether --

A. I don't know whether it was changed or not, but I

heard some of the letters were off of it.

Q. The letters were off the sign and the letters were off the bus also.

A. Yeah, I heard that.

Q. I don't have anything else, Mr. Watson.

(WHEREUPON, DEPOSITION CONCLUDED AT 12:47 p.m.)

STATE OF SOUTH CAROLINA COUNTY OF MCCORMICK	) IN THE 11TH JUDICIAL CIRCUIT) IN THE COURT OF COMMON PLEAS) 2011-CP-35-00034
SAMUEL L. MCPHERSON, as Presiding Elder of the ABBEVILLE/GREENWOOD DISTRICT of the A.M.E. Church,, APPELLANT,	)
VERSUS	)
HENRY BANKS, MARY ROBINSON, DELOIS PHILLIPS, NAOMI MATTISON and FRANK MATTISON, RESPONDENTS.	) DATE: MAY 21, 2013) MCCORMICK, SOUTH CAROLINA

MOTIONS HEARING

B E F O R E:

THE HONORABLE FRANK R. ADDY, JR.

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

RANDALL ROSEL WILLIAMS, ESQUIRE
ATTORNEY FOR THE PLAINTIFFS

MARVIN R. WATSON, ESQUIRE
ATTORNEY FOR THE DEFENDANTS

PROVIDED FOR: RANDALL WILLIAMS, ESQUIRE

FOR COPIES CONTACT: Jo Rice
jrice@sccourts.org
Official Court Reporter
South Carolina Judicial Department

that those accounts were in the name of Rockford A.M.E. church and also I see a deed here that Mr. Watson has provided, but it looks like afterwards it's fair to say people transferred the property back to the local church.

MR. WATSON: No, no. That's another piece of property. That's a cemetery over there. he's talking about another half-acre tract of land and it was transferred that the cemetery is on from a different people altogether.

THE COURT: All right. What's the significance of the fact, Mr. Watson, that the accounts were in the name of Rockford A.M.E. church?

MR. WATSON: I think they were used for the purpose, you know, you didn't have $100,000 on a checking account. They had saved this money to put on the building of the church or either build a new church and the church is in need of repairs. If it's in need of repairs and money was given for that express purpose, then whoever ends up with ownership of the Rockford Church is most likely to be entitled to the money to spend on the Rockford Church.

THE COURT: But in many churches, you have operating accounts, you have building accounts, you will have chancel furnishings account or at least I ---

MR. WATSON: I think this was in CDs.

THE COURT: How is this set up, Mr. Williams?

MR. WILLIAMS: It was -- originally, judge, this was, I think, about $124,000.00 in an account, a Rockford A.M.E. Church account. After the hearing that we had in Lexington, the parties were moved to remove the monies. They removed $117,000.00 of that money and when we went to court, Judge McMahon said that if I make them turn over the CD, everyone is going to lose money so we will not move the CD right now, we will just give it to the clerk.

MR. WATSON: It was never in a checking account. It was in a CD.

THE COURT: Okay.

MR. WATSON: It was a savings account for that particular purpose, money accumulated over a period of years.

MR. WILLIAMS: It was put into a CD after we went to court, Judge.

MR. WATSON: It was in a CD from the start.

MR. WILLIAMS: We filed a motion ---

THE COURT: I understand. It may be necessary at some point, perhaps, since there is some dispute over how this money was donated. It might be necessary at some point to track the funds.

MR. WILLIAMS: Judge, to take additional depositions?

THE COURT: I have no issue with that, I have no

State of South Carolina)
)
County of McCormick)

In the Court of Common Pleas
Eleventh Judicial Circuit
2011-CP-35-0034

Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal (A.M.E.) Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison,

Defendants.

Transcript of Record

September 5, 2013
Greenwood, South Carolina

B E F O R E:

The Honorable Frank R. Addy, Jr., Judge

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

Randall R. Williams, Esquire
Attorney for Plaintiff

Marvin R. Watson, Esquire
Attorney for Defendants

Maryann S. Nevers, CVR-M-CM
Circuit Court Reporter

mean, the -- my order of June 27th -- and to answer your question, my clerk and I wrote this one together. So we did author it; no -- no individual party provided this order. This is one that we did ourselves.

But the -- the -- page 8 of that order does state that: "The 4.5-acre tract and all improvements, etc., bearing Tax Map Number" -- then it has the number -- "shall be awarded to the trustees of the Rockford Church." Do you -- does that need, in your opinion -- because the ---

MR. WATSON: I don't ---

THE COURT: --- special ---

MR. WATSON: --- think it needs to be changed, and I'll tell you why. I think this Rockford Church had trustees when the -- these members were excommunicated from the church. Now, he can say all he wants to about being only four members. There's about 60 of them that left. They had less than ten people there at the church of the regular attendance that stayed with the -- the group.

And it's my understanding now they've got two other churches come in there to try to get a group together to have a -- have a service. So this -- when -- when I got this last affidavit saying, from the minister, that there was -- all the other people are basically still members of the church, all of them say they're members of the church; they just been excommunicated by the group.

So, you know, I think it -- there was a board of trustees in place at the time these people were excommunicated. And if they put in new trustees after they left or after this suit was filed, I have no knowledge of it. And I don't think that's a big deal, but we can have the -- the group -- the -- have a meeting of who are the trustees at the time these people were excommunicated or drive -- or have some new trustees of the church ---

THE COURT: Okay.

MR. WATSON: --- elected.

THE COURT: The -- the only reason I raise that is, assuming I stick with the substantive part of the previous order, let's assume for a moment that my rulings on that stand. I simply want to make it clear the correct titled name so that ---

MR. WATSON: I think ---

THE COURT: --- you mentioned ---

MR. WATSON: --- it's correct.

THE COURT: --- that suit -- you -- you -- you mentioned that suit that Mr. Pratt brought a few years back involving all this. I -- I -- I don't want to be in a position where I'm using the wrong name.

MR. WATSON: I think ---

THE COURT: I mean ---

MR. WATSON: --- you're -- I think it's correct.

THE COURT: Okay. But how -- maybe I need to look at the order a little bit harder. I -- I don't believe that the 4.5-acre parcel was properly conveyed into the corporate A.M.E. incorporated, okay? Let's stick with that for a second.

MR. WILLIAMS: Yes, sir.

THE COURT: What name are you saying I should use?

MR. WILLIAMS: The -- the -- the special referee's order said that the property should be left to the trustees of Rockford A.M.E. Church. We're not saying -- I'm not saying that that's -- that that particular deed says that it should be left in trust for the -- for the denomination.

But if the -- if the deed says for the trustees of Rockford A.M.E. Church and that's the deed that the Court's looking at and looked at these other deeds and taking them for face value, then the Court should also take that one for face value. The -- the property should be left to -- it -- this Court should -- this should hold that the 4.5-acre tract was left to the trustees of Rockford A.M.E. Church, going by the Court's logic and how the Court looked at these things.

Well, I'm -- I'm not saying that -- at this point that -- that the property should be left to the denomination. Of course, that's what we're arguing. But we're also saying -- but we're saying that according to the Court's

COPY

STATE OF SOUTH CAROLINA) **)** **COUNTY OF McCORMICK)**	**IN THE COURT OF COMMON PLEAS** **ELEVENTH JUDICIAL CIRCUIT**
Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, -vs- Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison, Defendants.	**AFFIDAVIT OF HENRY BANKS** **11-CP-35-34**

PERSONALLY appeared before me Henry Banks who, being first duly sworn deposes and says:

I have been a member of Rockford AME Church for fifty-four years. I have been on the Steward and Trustee Boards for thirty eight years. I currently reside at 355 Highway 823 N.

I am still a member of Rockford African Methodist Episcopal Church. I have never advised the pastor that I no longer wish to be affiliated with the Rockford AME Church or the Connectional Church. That statement is completely false. I have not been placed on the church roll as "Left Without Certificate." I am still a member with all rights in or to church property. At one point in the pastor's statement I was accused of "Leaving With Certificate." Neither are true. No one with legal authority has removed me of my duties as a Steward and Trustee, and I am still authorized to carry on church affairs.

The Trustees of Rockford AME Church do not hold the property in Trust for the African

Methodist Episcopal Church, furthermore the property of Rockford Church has never been incorporated by any member or official of the church, nor has anyone else been given the authority to incorporate our property.

No one with legal authority has requested I return all church property and not to come on church property. No one is disrupting services at the church. Prayer Service and Worship and Praise Service is still being performed. Church School follows at the normal time and when Church School is over the pastor is there and the pulpit is always open for her to go in and do whatever she wants to do. It is her choice not to perform. No one has taken away our rights to retain property belonging to the church. The sign in front of the church is our property and we have the right to change it if we desire. Our retaining church property and coming onto church property is not in defiance of the church. My church (the members) depend on me for spiritual leadership, as well as, advice about the physical aspects of the church. There is no way I wuld let them down by leaving the church.

Henry Banks

Henry Banks

SWORN to before me this the

8 day of April, 2011

Christina M. Lollis

Notary Public for South Carolina

My Commission Expires 1/28/19

EXHIBIT 1

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
) ELEVENTH JUDICIAL CIRCUIT
COUNTY OF McCORMICK)

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church

Plaintiff,

-vs-

Henry Banks, Mary Robinson, Delios Phillips, Naomi Mattison, and Frank Mattison

Defendants

AFFIDAVIT OF HENRY BANKS
2011-CP-35-34

FILED
GWENDOLYN CHILES
2012 SEP 18 AM 9:32
CLERK OF COURT
McCORMICK COUNTY, SC

Affidavit of Henry Banks

My name is Henry Banks. I am 70 years old, am working as a Trustee and Steward and currently reside at PO Box 128, Mt. Carmel, South Carolina 29840.

I, Henry Banks, have been a member of Rockford AME Church for 55 years. The current building fund account was started more than fifteen (15) years ago, after the loan for the fellowship hall was paid off. Money in the account comes from member contributions, fund raisers by organizations within the church, donations given in memory of deceased members and donations given by Business Firms or Organizations. The most recent donation being one by Atty. Randall Williams of Greenwood, SC, in the amount of $500.00. The money in this account was never intended to be used for any church operations other than to repair or rebuild the church. There have been times when money raised during our Home-coming Rally, always held in August, and intended to be placed into the building fund, had to be placed into the Stewerds account in order to pay the District Budget. However, once the money is placed into the Building Fund Account, that is all it is to be used for.

I declare that, to the best of my knowledge and belief, the information herein is true, correct and complete.

Henry Banks

Henry Banks

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF McCORMICK)	
Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church)	
Plaintiff,)	AFFIDAVIT OF HENRY BANKS
-vs-)	2011-CP-35-34
Henry Banks, Mary Robinson, Delios Phillips, Naomi Mattison, and Frank Mattison)	
Defendants)	

FILED
GWENDOLYN D. CHILES
2012 SEP 18 AM 9:32
CLERK OF COURT
McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA, COUNTY OF MCCORMICK, ss:

The foregoing Affidavit was acknowledged before me this 24 day of July, 2012, by Henry Banks, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

Notary Public 12-10-20

#4

STATE OF SOUTH CAROLINA)	**IN THE COURT OF COMMON PLEAS**
)	**ELEVENTH JUDICIAL CIRCUIT**
COUNTY OF McCORMICK)	
)	
Samuel L. McPherson, as Presiding Elder of)	
The Abbeville-Greenwood District of the)	
African Methodist Episcopal Church,)	
)	
Plaintiff,)	**AFFIDAVIT OF NAOMI MATTISON**
)	
-vs-)	**11-CP-35-34**
)	
Henry Banks, Mary Robinson, Delois)	
Phillips, Naomi Mattison, and Frank)	
Mattison,)	
Defendants.)	

PERSONALLY appeared before me Naomi Mattison who, being first duly sworn deposes and says:

I am a member of Rockford Church. I am a steward, I am also the treasurer for the church for at least 8 years. I deposit funds for the church every Sunday after leaving Church. I never had any problems, the church members have never had any problems, my question is how could I cause the Plaintiff any harm?

The Plaintiff is requesting that I be removed from the church, I never caused the church any problems.

I am the president of one of the choirs for 18 years. We have an anniversary every year. I only try to do the right thing. I just want to serve God in peace. The Plaintiff wants to take control of the people; take all we have worked hard for. Our grandparents, great grandparents, worked all their lives to keep the church operating right. The Plaintiff has deceived us all these

years, and now, if we can't pay their budget they want us to get out of the church. I don't think this is right. We bought and paid for our church and land, the Plaintiff has never given us anything and we have not asked them for anything. How can they put claims on what we paid for. I have never told the Plaintiff that I was no longer affiliated with Rockford Church. I never left the church, I'm still doing my duties for the church. I don't know anything about being placed on the roll as left with or without a certificate. This is **UNTRUE**. The Plaintiff claims that I am continually coming to church disturbing the regular worship service, that statement is **UNTRUE**. The Plaintiff is not present when we have praise and worship service or Sunday school going on. For these reasons I assure you that I have not in the past or in the future will cause the church any problem. This is the church that I grew up in, been a part of all my life. The Plaintiff wants the people of Rockford to give them their hard earned money for their own personal gain.

We need to build a church badly. When it rains we have water leaks, the floor is very weak on one side of the church. The bricks are separating all around the church. We can't do nothing for ourselves for paying the budget for the district. We have asked Elder Samuel L. McPherson, the Elder before him, even the Bishop to lower our budget and nobody listens. This is the reason , we the members of Rockford Church, don't want to be a part of the EPISCOPAL DISTRICT any longer.

Naomi Mattison

Naomi Mattison

SWORN to before me this the

8 day of April, 2011

Christina M. Lollis (OS)

Notary Public for South Carolina

My Commission Expires 1/28/19

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF McCORMICK)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

-vs-

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison,

Defendants.

AFFIDAVIT OF NAOMI MATTISON

11-CP-35-34

FILED
GWENDOLYN D. CHILES
CLERK OF COURT
McCORMICK COUNTY, SC
2012 SEP 18 AM 9:31

PERSONALLY appeared before me Naomi Mattison who, being first duly sworn deposes and says:

The $114,875.18 the Plaintiff wants to claim was raised strictly for the building fund for Rockford Church.

We had rallies every year at homecoming time, this took place the 2nd Sunday in August, we were accessed so much money per member to pay for the building fund. We had rainbow teas, shoe rallies, door knob rallies, we made individual pledges, families made donations in memory of loved ones, we had baby contests, and we also had wall rallies. We have been doing this kind of fund raising for about ten (10) or fifteen (15) years.

Our church is about to fall in, the roof is sinking in, the bricks are separating around the sides, the floor is weak, when it rains it leaks from the ceiling. The money was never raised for the operations of the church. We raised this money to build another church or remodel the one we are currently in.

Naomi Mattison
Naomi Mattison

Ann W. Lollis

Notary Public for State of South Carolina
My Commission Expires 1.9.18

STATE OF SOUTH CAROLINA)	**IN THE COURT OF COMMON PLEAS**
)	**ELEVENTH JUDICIAL CIRCUIT**
COUNTY OF McCORMICK)	
)	
Samuel L. McPherson, as Presiding Elder of)	
The Abbeville-Greenwood District of the)	
African Methodist Episcopal Church,)	
)	
Plaintiff,)	**AFFIDAVIT OF FRANK MATTISON**
)	
-vs-)	**11-CP-35-34**
)	
Henry Banks, Mary Robinson, Delois)	
Phillips, Naomi Mattison, and Frank)	
Mattison,)	
Defendants.)	

PERSONALLY appeared before me Frank Mattison who, being first duly sworn deposes and says:

The accusations by the Plaintiff are false and unreal. I do not have anything that belongs to Rockford African Methodist Episcopal Church. I did not say I wanted out of Rockford Church; I said the church and its members wanted out from under the African Methodist Episcopal rule and control. The members do not have any rights to anything which we, the members, have paid for with our hard work and money. We are having services and Sunday School every Sunday.

African Methodist Episcopal has gotten away from the Bible, sharing, caring, and loving, they have their agenda. They are cheating Rockford Church and its members out of their properties and money.

Frank C. Mattison

Frank C. Mattison

SWORN to before me this the

8 day of April, 2011

Christina M. Lee (LS)

Notary Public for South Carolina

My Commission Expires 1/28/19

STATE OF SOUTH CAROLINA)) **COUNTY OF McCORMICK**)	**IN THE COURT OF COMMON PLEAS** **ELEVENTH JUDICIAL CIRCUIT**
Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, -vs- Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison, Defendants.	**AFFIDAVIT OF MARY B. ROBINSON** **11-CP-35-34**

PERSONALLY appeared before me Mary B. Robinson who, being first duly sworn deposes and says:

I am a member of Rockford AME Church and a defendant in the case of Abbeville-Greenwood District of the African Episcopal Church state the following information is true and correct.

I have not stated to the Pastor of Rockford AME Church any intentions to discontinue my affiliation with the Rockford AME Church and have had not outburst inside or outside of the church concerning this matter and know nothing about leaving with or without a certificate.

I've been a member of Rockford AME since age 12 and have participated in the service and support of the church since then. I have served on several boards in the local church and I've also served as the district Usher Coordinator for the Abbeville-Greenwood District for the last 12 years. I love my church and do not intend to leave it and the things I am being accused of are not

true. Our church service continues on Sunday mornings and I've continued to teach Sunday School to the pre-schoolers. Our church is doing fine. With more members coming out each Sunday we have had some problems paying our budget and other fees that have been asked for along with the need to build a new church, we have asked for help from the Presiding Elder and also the Bishop, but there were no answers for our problems. It has come to the point that either we pay the budgets and let our church fall or try to build a place of worship and let the money problems go. We decided to work towards our needs, a church.

I respect the Pastor, the Presiding Elder and anyone else that's over us but the things being said about me are not true and there is no one in Rockford that will bring any harm to anyone of them at anytime.

I have not removed myself from the Rockford AME Church, but I do wish to remove myself from the African Methodist church and the Connectional Church.

I'm very sorry for the confusion and the strain between us, but we truly believe God is with us as a Church Family working together for Christ.

Mary B. Robinson

Mary B. Robinson

SWORN to before me this the

8 day of April, 2011

Dee W. Collis (LS)

Notary Public for South Carolina

My Commission Expires 1-9-18

STATE OF SOUTH CAROLINA)) **COUNTY OF McCORMICK**)	**IN THE COURT OF COMMON PLEAS** **ELEVENTH JUDICIAL CIRCUIT**
Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, -vs- Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison, Defendants.	**AFFIDAVIT OF DELOIS PHILLIPS** **11-CP-35-34**

PERSONALLY appeared before me Delois Phillips who, being first duly sworn deposes and says:

I have been a member of Rockford for 42 years and I have been the financial secretary for Rockford since 1999. Our church nor our property has ever been incorporated and that no meeting took place on January 30, 2011. I did not walk away from Rockford on January 30, 2011, nor have I ever told anyone that I did not want to be a member of Rockford. I did not leave Rockford with a certificate and I have never disturbed church services at Rockford. I am still an active member and Steward of Rockford.

I have never given Rev. Stith any reason to feel that I would cause her harm. To my knowledge, Elder McPherson has paid no monies into Rockford, therefore he has no claim to any of the money in the account for Rockford. The members of Rockford raised or paid all monies that are in the account for Rockford. I have never misused any monies or funds owned by

Rockford Church. I have not and will not disperse and fund in a way that would cause damages to the church (Rockford). The members of Rockford do not want Elder McPherson to take control of the church funds, or the church, nor the property owned by them.

Delois Phillips

Delois Phillips

SWORN to before me this the

8 day of April, 2011

Christina M Lollis

Notary Public for South Carolina

My Commission Expires 1/28/19

EXHIBIT B

STATE OF SOUTH CAROLINA)) COUNTY OF McCORMICK)	IN THE COURT OF COMMON PLEAS ELEVENTH JUDICIAL CIRCUIT
Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, -vs- Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison, Defendants.	AFFIDAVIT OF DELOIS PHILLIPS 11-CP-35-34

FILED
GWENDOLYN D. CHILES
2012 SEP 18 AM 9:31
CLERK OF COURT
McCORMICK COUNTY, SC

PERSONALLY appeared before me Delois Phillips who, being first duly sworn, deposes and says:

I have been a member of Rockford for 52 years. I have served as a Steward and financial secretary for about 15 years. I have also served as Trustee and Church School Teacher.

The monies that are currently in certificates of deposit were raised for the building fund of Rockford. These funds were to be used only for building a new sanctuary or repairing the current one.

The money in our building fund account was raised in many different ways. We raised money from Homecoming Rallies, Wall Rallies, Doorknob Rallies, Shoes Rallies, Age Rallies, Yard Sales, Friends and Family Day, donations from family reunions, and donations in memory of deceased loves ones.

In recent years we have had to use funds that were set aside strictly for building fund to pay the large budgets imposed on us by the AME District. As a church we have worked for many years to raise this money for our new church and I don't feel that it is okay for this money to be taken from the members.

Our church is in very bad condition. We have lots of structural damage. The roof leaks, the floor is weak, the bricks have separated from the building, we had to remove the steeple, and the roof is sinking in along with many other problems. Our church has been in this condition for many years and none of the elders that visited our church for quarterly conference

were even concerned about our need for a new church. They came and collected their money and were gone until the next time unless they needed more funds that were then requested by a letter sent to the pastor. Our plea for help has fallen on deaf ear for many years,.

Our members have worked hard to raise these funds and I feel that the District has no right to our money.

Delois Phillips

Delois Phillips

Ann W. Lollis

Notary Public for State of South Carolina
My Commission Expires 1-9-18

#13M

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF McCORMICK) ~~ELEVENTH JUDICIAL CIRCUIT~~

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church

Plaintiff,

-vs-

Henry Banks, Mary Robinson, Delios Phillips, Naomi Mattison, and Frank Mattison

Defendants

AFFIDAVIT OF MAMIE BANKS
2011-CP-35-34

FILED
AMENDED RULES
2012 SEP 18 AM 9:31
CLERK OF COURT
McCORMICK COUNTY, SC

Affidavit of Mamie Banks

My name is Mamie Banks. I became a member of Rockford AME Church in 1972. Since joining, I have held numerous positions in the church. I served as Church Secretary for the entire membership until present. I served as a Steward, Church School Teacher, Missionary Instructional Leader, and Young Peoples Division Director for 25 years. I also served on the district level and member and Chairman of the Educational Scholarship Committee for over 15 years. I reside at High 823 Box 355 in Mt. Carmel, SC 29840.

I, Mamie Banks, am verifying that the current building fund account was started approximately 16 years ago when the payment of the Rockford Fellowship Hall was paid off. Fund raisers and programs began to start shape form for a "New Sanctuary," I distributed a list of ten captains for Homecoming each year in August to devote the proceeds to the Building Fund. Each year, part of those funds had to be used for the district budget. Four years ago, the Wall Rally (four walls) was established. I was the captain of the North Wall of which a list of members reported to me monthly for the building fund. Other forms of donations have been earmarked especially for the building fund, such as family members in memory of, family reunions or businesses or organizations. When the fund was set up, it was established that all funds taken up was only to be used for the building fund.

I declare that, to the best of my knowledge and belief, the information herein is true, correct and complete.

Mamie J. Banks

Mamie Banks

STATE OF SOUTH CAROLINA, COUNTY OF MCCORMICK, ss:

The foregoing Affidavit was acknowledged before me this 26 day of July Mamie Banks, by Mamie Banks, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

Notary Public for SC
12-10-20

EXHIBIT C

STATE OF SOUTH CAROLINA)
)
COUNTY OF McCORMICK)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

-vs-

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison,

Defendants.

FILED
2012 SEP 18 AM 9:27
CLERK OF COURT
McCORMICK COUNTY, SC

AFFIDAVIT OF TWYLER F. JOHNSON

11-CP-35-34

PERSONALLY appeared before me Twyler F. Johnson who, being first duly sworn deposes and says:

I have been a member of Rockford for 35 years. As a member of Rockford I have served as Trustee, YPD Director, Missionary Treasurer, Church School Superintendent, Church School Adult Teacher, and various other positions.

For the last 15 to 20 years we have had many different building fund project to raise money. They have included yard sales, wall rallies, age rallies, doorknob rallies, homecoming rallies, friends and family day, in memory of love ones and various other projects. The money raised from these projects was to be used for building fund only.

These funds were raised by Rockford Church Members. There were no contributions from the local district. I feel strongly that we should be able to retain these funds.

Our church is in such bad condition that we have been told that it would cost more to repair than to replace our current sanctuary. Although, our church is about to fall in we have had to take funds out of our building fund account to pay the high budgets placed upon us by the Abbeville-Greenwood District.

Twyler F. Johnson

Notary Public for State of South Carolina
My Commission Expires 1-9-18

#5

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2011-CP-35-

AFFIDAVIT OF ELDER SAMUEL L. MCPHERSON

Appeared Before Me, Elder Samuel L. McPherson, who after being duly, sworn, deposes, and states the following:

1. That my name is Samuel L. McPherson and I am the Presiding Elder of the Abbeville-Greenwood District which includes McCormick County, South Carolina.

2. That Defendants, Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison are former members of Rockford African Methodist Episcopal Church. Further, that the Defendants advised the pastor of Rockford African Methodist Episcopal Church that they no longer wishes to be affiliated with Rockford African Methodist Episcopal Church, African Methodist Episcopal Church or the Connectional Church.

3. That the Defendants have been placed on the church roll as "Left Without Certificate." That as such Defendants are former members of Rockford African Methodist Episcopal Church and have no rights in or to church property.

4. That even if Defendants are current members, their tenure as stewards and trustees has expired. That they are not authorized to carry on church affairs.

5. That under the Book of Discipline of the African Methodist Episcopal Church, the Trustees of Rockford African Methodist Episcopal Church hold the property in Trust for the African Methodist Episcopal Church.

6. That I have requested that Defendants return all church property and not to come on church property.

7. That Defendants continue to come on the church property and disturbing worship services. Further, that the Defendants continue to retain property belonging to Rockford African Methodist Episcopal Church.

8. That name on the sign in front of the church has been changed from Rockford A.M.E Church to Rockford A.M. Church.

9. That Defendants should not be allowed to retain church property and come onto the property in defiance of the church.

Samuel L. McPherson

Elder Samuel L. McPherson

SWORN to and subscribed before me

this 23rd day of MARCH 2011

Notary Public of South Carolina

My Commission Expires: 9-11-13

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

FILED
2013 AUG 30 AM 11:58
CLERK OF COURT
MCCORMICK COUNTY, SC

2011-CP-35-34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

AFFIDAVIT OF ELDER SAMUEL L. MCPHERSON

Appeared Before Me, Elder Samuel L. McPherson, who after being duly, sworn, deposes, and states the following:

1. That my name is Samuel L. McPherson and I am the Presiding Elder of the Abbeville-Greenwood District of the 7th Episcopal District of the African Methodist Episcopal (A.M.E.) Church.

2. That approximately $74,199.08 was transferred from two accounts with Abbeville Savings and Loan titled Rockford A.M.E. Church, bearing accounts numbers 018210471204 and 018531023302 into an account with First Citizen Bank bearing account numbers 340173727901. That two other deposits were placed into the First Citizens account bearing account number 340173727901. That one (1) deposit slip reflects that a deposit was made on May 30, 2010 in the amount of $46,581.00. That the second deposit slip reflects that a deposit was also made on October 3, 2010 in the amount of $37,957.26.

3. That Defendant, Henry Banks stated in his deposition that the First Citizens account bearing numbers 340173727901 was originally titled as Rockford A.M.E.

4. That as of October 3, 2011, the Rockford A.M.E. Church Congregation consisted of 125 members on roll. The following persons are the only ones who have left the Rockford AME Church Congregation; Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

5. That the overwhelming majority of the deposits that were placed into the account with First Citizens Bank were in the form of checks made payable to Rockford A.M.E. Church.

Samuel L. McPherson
Elder Samuel L. McPherson

SWORN to and subscribed before me
this 29 day of August 2013

Notary Public of South Carolina
My Commission Expires: 9/4/13

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

2011-CP-35- 34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

MOTION FOR TEMPORARY RESTRAINING ORDER

Plaintiff moves for a temporary restraining order pursuant to Rule 65(b) of the South Carolina Rules of Civil Procedure requiring Defendants, its agents, appointees, assigns and any other person or entity acting in concert with or on behalf of Defendants to restrain and enjoin them from dispersing funds now or formerly in an account for Rockford African Methodist Episcopal Church or transacting business on behalf of Rockford African Methodist Episcopal Church and enjoining and restraining Defendants from possessing and retaining church property and enjoining and restraining Defendants from coming onto church property.

The Defendants are neither current members of Rockford African Methodist Episcopal Church, nor do they have authority to act as stewards and/or trustee. The Plaintiff would suffer irreparable harm if Defendants or their agents, appointees, assigns and any other person or entity acting in concert with or on behalf of Defendants are allowed to retain, transfer disperse or transact business on behalf of or in connection with Rockford African Methodist Episcopal Church.

THEREFORE for good cause shown, Plaintiff respectfully request that this Honorable Court issue a temporary restraining order to restrain and enjoin Defendants or its agents from expending, dispersing, transferring, funds taken from accounts for 10 days to preserve the status quo until a hearing can be held now or formerly in the name of Rockford African Methodist Episcopal Church.

I SO MOVE:

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
3-24, 2011

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

2011-CP-35- 34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

MOTION FOR TEMPORARY INJUNCTION

Plaintiff moves for a temporary injunction pursuant to Rule 65(b) of the South Carolina Rules of Civil Procedure requiring Defendants, its agents, appointees, assigns and any other person or entity acting in concert with, or on behalf of Defendants, to return all funds and property belonging to Rockford African Methodist Episcopal Church and enjoining and restraining Defendant from entering upon real property referenced in the verified complaint.

Plaintiff will suffer irreparable harm if Defendants are allowed to retain property and enter onto and upon property belonging to Rockford African Methodist Episcopal Church. The actions of Defendants or their agents are in violation of the Book of Discipline of the African Methodist Episcopal Church 2008 and state law resulting in a like hood of success on the merits. That no adequate remedy exists under the law to protect Plaintiff rights.

Specifically, the grounds for this Motion are as follows:

(1) That Rockford African Methodist Episcopal Church belongs to a hierarchical or Connectional Church and not a congregational church.

(2) That Defendants have orally informed the pastor of Rockford African Methodist Episcopal Church that they no longer wish to be affiliated with Rockford African Methodist Episcopal Church, the Abbeville Greenwood District, nor the Connectional African Methodist Episcopal Church. The Defendants have been placed on the roll as "left with certificate" and as such have no rights to real or personal property of the church.

(3) As alleged in the verified complaint, Defendants tenure as stewards and trustees has expired. Whenever the tenure of stewards and/or trustees has expires, the Presiding Elder assists in carrying out the responsibilities of the various offices until new stewards and trustees are installed.

That Plaintiff has advised Defendant that they are not to enter upon church property and to return all church property. That Defendant's have failed to do so and continue to enter upon church property disturbing the regular worship of the members of Rockford African Methodist Episcopal Church. That Defendants have changed the sign in front of Church from Rockford A.M.E. to Rockford A.M. Further, Defendants have failed to return Church property including but not limited to banking records and keys.

In support of its Motion, Plaintiff would rely on its verified complaint and case law of the United States and the State of South Carolina.

For these reasons, Plaintiff moves for an Order of this court granting a preliminary injunction to prevent harm.

This motion is also based on the applicable rules, statues and case law and any memorandum of law to be submitted at or before the hearing on this matter, as well as any additional affidavits or supplemental memoranda which may be filed with this court at or prior to a hearing.

I SO MOVE:

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
3-24, 2011

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF MCCORMICK)
) ELEVENTH JUDICIAL CIRCUIT

FILED
11 APR 15 AM 10:21
KATHERINE P. BUTLER
CLERK OF COURT
McCORMICK COUNTY, S.C.

2011-CP-35- 34

SAMUEL L. MCPHERSON, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

v.

HENRY BANKS, MARY ROBINSON, DELOIS PHILLIPS, NAOMI MATTISON, AND FRANK MATTISON,

Defendants.

DEFENDANTS' MOTION TO DISMISS

COME NOW Defendants Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison (collectively referred to as "Defendants") and, pursuant to Rule12(b)(1) and 12(b)(6), SCRCP, move this Court for an order dismissing with prejudice the Complaint and the Motion for Temporary Injunction brought against Defendants by Plaintiff Samuel L. McPherson ("McPherson"), as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church. For each of the reasons stated herein, this Court does not have subject-matter jurisdiction over the ecclesiastical claims alleged against Defendants, and McPherson has failed to state a claim upon which relief may be granted.

1. Defendants are all current and active members of the Rockford African Methodist Episcopal Church ("the Rockford AME Church"), which is located in McCormick County, South Carolina.

A TRUE COPY
Katherine P. Butler
Clerk of Court, McCormick County

2. The Rockford AME Church is the owner and titleholder of the Church's real property.

3. Contrary to McPherson's claims, neither Defendants nor the Rockford AME Church are governed by the rules and disciplines of the national African Methodist Episcopal Church but, to the contrary, at the First Quarterly Conference of 2010–2011 of the African Methodist Episcopal Church, the Stewards and Trustee of the Rockford AME Church duly informed McPherson that the Rockford AME Church would no longer be affiliated with the larger African Methodist Episcopal Church.

4. A dispute has arisen with the parent church which previously oversaw the Rockford AME Church about the status of the Rockford AME Church. Yet, the Complaint and motion filed by McPherson do not contend that McPherson has any authority over the actions or property of Defendants over the Rockford AME Church.

5. Under the Establishment Clause of the U.S. Constitution, this Court does not have subject-matter jurisdiction over the claims raised in the Complaint and in the motion for injunctive relief against Defendants.

6. Even if this Court had subject-matter jurisdiction, the Complaint and the motion fail to state any claims upon which relief may be granted under South Carolina law.

7. A memorandum of law containing additional points and authorities in support of the Motion to Dismiss is filed herewith and incorporated herein by reference.

WHEREFORE, Defendants respectfully request this Court to grant this Motion to Dismiss and enter an order dismissing the Complaint and the Motion for Temporary

Injunction which have been filed against them, because this Court does not have subject-matter jurisdiction and/or McPherson cannot show that he will prevail on the merits of his claims, which claims fail to state a right to any relief under federal or state law.

Respectfully submitted,

WATSON LAW FIRM

By: 

Marvin R. Watson, Esquire
333 Main Street
Post Office Drawer 799
Greenwood, SC 29648
Telephone: (864) 229-2569
Facsimile: (864) 229-1819
E-Mail: watsonlawfirm@greenwoodemail.com

Attorney for Defendants

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF MCCORMICK)
) ELEVENTH JUDICIAL CIRCUIT

FILED
11 APR 15 AM 10:21
KATHRYNE P. BUTLER
CLERK OF COURT
McCORMICK COUNTY, S.C.

2011-CP-35- 34

SAMUEL L. MCPHERSON, As Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

v.

HENRY BANKS, MARY ROBINSON, DELOIS PHILLIPS, NAOMI MATTISON, AND FRANK MATTISON,

Defendants.

DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS

Defendants Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison (collectively, "Defendants"), pursuant to Rule 12(b)(1) and 12(b)(6), SCRCP, filed a Motion to Dismiss the Complaint and the Motion for Temporary Injunction filed against them by Plaintiff Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church ("McPherson"). This Memorandum of Law is filed in support of that Motion. For each of the following additional points and authorities, Defendants respectfully request this Court for an order dismissing with prejudice both the Complaint and the Motion for Temporary Injunction filed against Defendants on the grounds that this Court does not have subject-matter jurisdiction over the claims and requests for relief and/or because Plaintiff fails to state a claim upon which relief may be granted.

#MRW **STATEMENT OF FACTS**

Samuel L. McPherson, the Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church ("McPherson"), filed a Complaint against five current members of the Rockford African Methodist Episcopal Church ("the Rockford AME Church"). The Complaint alleges that the African Methodist Episcopal Church, Inc., and the African Methodist Episcopal Church are the true owners of the real and personal property of the Rockford AME Church and that Defendants are no longer members of the Rockford AME Church.

The Complaint and the Motion for Temporary Injunction seek to enjoin Defendants from coming onto the church property and/or retaining and using the church property. The Complaint further seeks injunctive relief in the form of an order from the Court requiring Defendants to return all funds and property belonging to the Rockford AME Church to Plaintiff. The Complaint alleges that if relief is not granted, Plaintiff will suffer permanent harm and that remedies at law are inadequate.

Neither the Complaint nor the Motion states any basis of fact for McPherson to have any authority over Defendants or any basis for standing to preclude Defendants from exercising their right to attend services at the Rockford AME Church. The allegations, all of which Defendants deny, are purely ecclesiastical in nature.

ARGUMENT

I. THE COMPLAINT AND MOTIONS FOR INJUNCTIVE RELIEF SHOULD BE DISMISSED FOR LACK OF SUBJECT-MATTER JURISDICTION.

A. South Carolina Courts Lack Subject-Matter Jurisdiction Over Disputes Involving Ecclesiastical Issues In Hierarchical Churches.

The Complaint and the motion for injunctive relief filed by Plaintiff may be heard by the state court only if this Court determines that it has subject-matter jurisdiction over the issues. If the Court determines that it does not have subject-matter jurisdiction, which it can decide at any time, it must dismiss the Complaint or dismiss any issue it does not have the authority to decide. Subject-matter jurisdiction is the authority granted to a court through a constitution or statute to adjudicate a class of cases or controversies. *See Thomas & Howard Co. v. T.W. Graham & Co.*, 318 S.C. 286, 457 S.E.2d 340 (1995).

Under South Carolina law, purely ecclesiastical matters which are in dispute must be determined solely by church tribunals. Matters which concern only purely property rights are determined by civil courts. *See Hatcher v. S.C. Dist. Council of Assemblies of God, Inc.*, 267 S.C. 107, 226 S.E.2d 253 (1976). Recently, in *Banks v. St. Matthew Baptist Church*, ___ S.C. ___, 706 S.E.2d 30 (Ct. App. 2011), the court explained that under the "neutral principles of law" approach to church disputes, civil courts are to be freed completely "from entanglement in questions of religious doctrine, polity and practice." *Id.* at ___, 706 S.E.2d at 32 (internal quotation marks omitted). Under this doctrine, however, civil courts may

resolve and adjudicate issues which arise out of trust and property law. The court emphasized again:

> [W]hen a civil court is presented an issue that is a question of religious law or doctrine masquerading as a dispute over church property or corporate control, it must defer to the decisions of the proper church judicatories to the extent it concerns religious or doctrinal issues. *Id.* (citing *Serbian E. Orthodox Diocese,* 426 U.S. at 709, 96 S.Ct. 2372 (finding the controversy before the Court "essentially involve[d] not a church property dispute, but a religious dispute the resolution of which . . . is for ecclesiastical and not civil tribunals")). " '[W]henever the questions of discipline, or of faith, or ecclesiastical rule, custom, or law have been decided by the highest of these church judicatories to which the matter has been carried, the legal tribunals must accept such decisions as final, and as binding on them, in their application to the case before them.'" *Pearson,* 325 S.C. at 49, 478 S.E.2d at 851 (quoting *Serbian E. Orthodox Diocese,* 426 U.S. at 710, 96 S.Ct. 2372).

Id. at ___, 706 S.E.2d at 33.

Furthermore, the Complaint in the instant case states that the African Methodist Episcopal Church is an hierarchal church, governed in accordance with its own doctrine and rules. (*See* Compl. ¶ 4.) The allegations against Defendants all concern a religious dispute over church membership. Hierarchical churches (the Catholic Church being an example) establish their own set of rules of governance and generally have internal tribunals to decide issues which are governed by canon law or ecclesiastical law. "The decisions of such tribunals may be promulgated as matters of faith and are entirely independent of court authority." *See Reid v. Gholson*, 327 S.E.2d 107, 112 (Va. 1985). Members of hierarchical churches, therefore, accept the internal rules which govern their decisions, and civil courts rarely intervene in matters arising in such hierarchical churches. Citing *Serb: E. Orthodox Diocese v. Milivojevich*, 426 U.S. 696 (1976), the *Reid* court stated:

> For that reason, the civil courts will treat a decision by a governing body or internal tribunal of an hierarchical church as an ecclesiastical determination constitutionally immune from judicial review. To do otherwise would precipitate the civil court into the "religious thicket" of reviewing questions of faith and doctrine even when the issue is merely one of internal governance, because in such churches the resolution of internal government disputes depends upon matters of faith and doctrine.

327 S.E.2d at 113.

Under the Supreme Court's decision in *Milivojevich*, courts may not interfere in the governance of hierarchical churches which are governed by established tribunals or governing bodies. In *Jae-Woo Cha v. Korean Presbyt. Church of Wash.*, 553 S.E.2d 511 (Va. 2001), *cert. denied*, 535 U.S. 1035 (2002), the Virginia Supreme Court dismissed for lack of subject-matter jurisdiction the pastor's claim of wrongful termination by the Elders Committee of the Korean Presbyterian Church which voted to fire the pastor. The court held that both the Free Exercise Clause and the Virginia Constitution precluded the court from substitution of its secular judgment for that of the church's judgment regarding matters of employment. By way of contrast, congregational churches are usually governed by the will of the majority, not by a religious tribunal or other leaders, and are thus free to adopt their own constitutions and internal rules..

In this case, the Complaint masquerades the church doctrine disputes as ostensibly being disputes over real property. However, there are no civil law property disputes properly articulated in the Complaint or in the motion for injunctive relief. The actual dispute in the Complaint is simply one of AME Church civil order and practice, and one which the state court must defer to church law. Because the Complaint raises only ecclesiastical issues,

under South Carolina law, the state court does not have subject-matter jurisdiction over the Complaint or the requests for injunctive relief. For this reason alone, and by Plaintiff's own admission, the Complaint and the motion for temporary restraining order should be dismissed because the state court does not have subject-matter jurisdiction.

B. South Carolina Law Is Consistent With Federal Constitutional Cases.

Because the issues in Plaintiff's Complaint arise in the context of a religious organization, the state court's subject-matter jurisdiction is ultimately governed by the Establishment Clause and the Free Exercise Clause of the First Amendment to the U.S. Constitution. The First Amendment to the Constitution provides, inter alia, that "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof." U.S. Const. amend. I. The Fourteenth Amendment to the Constitution provides that no state shall "deprive any person of life, liberty or property, without due process of law." *Id.* amend. XIV. The First Amendment is applied against the states through the Fourteenth Amendment. *See Elk Grove Unified Sch. Dist. v. Newdow*, 542 U.S. 1 (2004). Likewise, article 1, § 6 of the Constitution of South Carolina is similar to the Establishment Clause of the First Amendment of the U.S. Constitution.

The Establishment Clause of the First Amendment of the U.S. Constitution seeks to prevent government decisionmakers "from abandoning neutrality and acting with the intent of promoting a particular point of view in religious matters." *Madison v. Riter*, 355 F.3d 310 (4th Cir. 2003) (quoting *Corp. of Presiding Bishop v. Amos*, 483 U.S. 327, 335 (1987)). In

Lemon v. Kurtzman, 403 U.S. 602 (1971), the U.S. Supreme Court held that the purpose of the Establishment Clause and the Free Exercise Clause of the First Amendment is "to prevent, as far as possible, the intrusion of either [the church or the state] into the precincts of the other." *Id.* at 614. In *Lynch v. Donnelly*, 465 U.S. 668 (1971), a later Supreme Court stated: "At the same time, however, the Court has recognized that 'total separation is not possible in an absolute sense. Some relationship between government and religious organizations is inevitable.'" *Id.* at 672 (quoting *Lemon*, 403 U.S. at 614).

As explained above under South Carolina law, the federal courts also hold that a court's subject-matter jurisdiction will be determined based on whether the issue is "an ecclesiastical one about 'discipline, faith, internal organization, or ecclesiastical rule, custom or law' . . . or whether it is a case in which we should hold religious organizations liable in civil courts for purely secular disputes between third parties and a particular defendant, albeit a religiously affiliated organization." *Bell v. Presbyt. Church (U.S.A.)*, 126 F.3d 328 (4th Cir. 1997) (quoting *Gen. Council on Fin. & Admin. of the United Methodist Church v. Cal. Super. Ct.*, 439 U.S. 1369, 1373 (1978)).

In *Bell*, the Fourth Circuit held that the dispute brought before it was ecclesiastical and beyond the jurisdiction of the court. In that case, the plaintiff minister sued four churches, alleging that his termination as the leader of a multidenominational outreach program, Interfaith Impact, had resulted in a breach of contract, intentional infliction of emotional distress, wrongful termination, and other claims. The Complaint arose from the decision of

the four defendant churches to withhold funding from the Interfaith Impact program, a decision which essentially forced the program to close.

The plaintiff argued that the decision to withhold funding was part of a larger scheme to take over the program, or generally involved financial misconduct on the part of the churches. The court concluded that even if the churches harbored hostility toward the plaintiff minister, the minister's claims focused primarily on how the churches spend their outreach funds. The court held, therefore, that any resolution of an accusation regarding how the church spends its ministerial funds would improperly "interpose the judiciary into the Presbyterian Church's decision." *Id.* at 332. The court's decision was based on its finding that Interfaith Impact was not a secular organization but was instead one engaged in ministry as directed by Scripture. The charter of the organization stated that it was organized "to advance the jointly shared religious purposes of its members, namely, to carry out their theological imperatives to increase the possibilities for peace, economic and social justice." *Id.* As such, the court also found that the plaintiff minister "was serving in a religious ministry while acting as executive director of Interfaith Impact." *Id.* The court thus concluded:

> When the Presbyterian Church decided to withhold its funds from Interfaith Impact, causing the end of Bell's work at Interfaith Impact, the Presbyterian Church, as well as the other churches, made a decision on how it would expend funds raised by the church for religious purposes, which directly related to its outreach ministry and Bell's status as a minister. Such a decision about the nature, extent, administration, and termination of a religious ministry falls within the ecclesiastical sphere that the First Amendment protects from civil court intervention.

Id. at 332-33.

Similarly, the Complaint in the instant case itself defers to the "Doctrine and Discipline of the African Methodist Episcopal Church 2008" as the authority upon which injunctive relief is sought (*see* Compl. ¶¶ 4, 7) and to the manner in which church members serve. As in *Bell*, because the issues in the Complaint fall within the ecclesiastical sphere which is protected by the First Amendment, the Complaint should be dismissed in its entirety.

II. THE COMPLAINT AND THE MOTION MUST BE DISMISSED FOR FAILING TO STATE A CLAIM UPON WHICH RELIEF MAY BE GRANTED AND BECAUSE THERE IS NO SHOWING OF IRREPARABLE HARM.

A. TRO Standards.

Even if the Court concludes that the issues in the Complaint and in the Motion for Temporary Injunction are purely secular and that it has subject-matter jurisdiction, the Complaint and the demands for injunctive relief should be dismissed under Rules 12(b)(6) and 65, SCRCP, for failure to state a claim upon which relief may be granted. The merits of a temporary restraining order are governed by Rule 65. Under South Carolina law, a temporary restraining order is considered to be a drastic remedy to prevent irreparable harm suffered by the plaintiff. *Scratch Golf Co. v. Dunes West Resid. Golf Props., Inc.*, 361 S.C. 117, 121, 603 S.E.2d 905, 907 (2004).

To state a prima facie case for a temporary restraining order, the complaint must allege facts sufficient to constitute a cause of action for injunction, and the facts must show that the injunction is necessary to protect the legal rights of the plaintiffs. *Childs v. City of Columbia*, 87 S.C. 566, 70 S.E. 296 (1921). In *Levine v. Spartanburg Reg'l Servs. Dist., Inc.*,

367 S.C. 458, 626 S.E.2d 38 (2005), the court stated that to state a prima facie case for preliminary injunctive relief, the plaintiff must show (1) that the defendants' actions will cause irreparable harm; (2) that the plaintiff is likely to succeed on the merits of the case; and (3) that there is no adequate remedy at law. The court in *Levine* further explained:

> The sole purpose of an injunction is to preserve the status quo to avoid potential irreparable injury to the aggrieved party pending litigation. *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 601, 553 S.E.2d 110, 121 (2001); *MailSource, L.L.C. v. M.A. Bailey & Assocs.*, 356 S.C. 363, 368, 588 S.E.2d 635, 638 (Ct.App.2003). Before granting an injunction, the trial court should balance the equities: the court should look at the particular facts of each case and the equities of each party and determine which side, if any, is more entitled to equitable relief. *MailSource,* 356 S.C. at 368, 588 S.E.2d at 638. Whether "a wrong is irreparable, in the sense that equity may intervene, and whether there is an adequate remedy at law, are questions that are not decided by narrow and artificial rules." *Kirk v. Clark,* 191 S.C. 205, 211, 4 S.E.2d 13, 16 (1939).

Id. at 464, 626 S.E.2d at 41.

For each of the following reasons, Plaintiff's Complaint fails to state a prima facie case for injunctive relief and, indeed, does not state a claim for relief even if the Court reads the pleadings in a light most favorable to the moving party.

B. There Is No Showing That Plaintiff Has Standing To Bring An Action For Injunctive Relief.

Plaintiff fails to state a prima facie case for a temporary or preliminary injunction in part because there is no showing that Plaintiff has standing to sue. In *Michael P. v. Greenville County Dep't of Soc. Servs.*, 385 S.C. 407, 416, 684 S.E.2d 211, 215 (2009), the

court held that to have standing to sue, a plaintiff must show that he or she has a personal stake in the litigation. Further, the court stated that

> [s]tanding is comprised of three elements: (1) the plaintiff must have suffered an injury-in-fact that is concrete and particularized, and actual and imminent as opposed to hypothetical; (2) the injury and the conduct complained of the defendant must be causally connected; and (3) it must be likely that the injury will be redressed by a favorable decision.

Id.

In this case, there are no claims in the Complaint that Samuel L. McPherson as Presiding Elder of a district of the African Methodist Episcopal Church has any stake in the litigation or that he or his district of the hierarchical church are being damaged by the alleged actions of Plaintiff. The Complaint alleges that the Rockford AME Church is "affiliated" with the African Methodist Episcopal Church, but there are no allegations or simply no explanation as to the relationship of Defendants' Church with the Abbeville-Greenville Distict Church, and there are no claims that McPherson, as an elder of the African Methodist Episcopal Church, is authorized to bring the charges against Defendants on behalf of the church organization.

C. Plaintiff Cannot Demonstrate Success On The Merits.

In addition, the Complaint for injunctive relief should be denied because Plaintiff, even if he had standing, will not succeed on the merits. The gravamen of the Complaint appears to be twofold. First, the Complaint alleges that the real property occupied by the Rockford AME Church is held in trust for the "General" church, which is presumably the

African Methodist Episcopal Church and, second, that Defendants allegedly severed their relationship with the Rockford church and the main church. Plaintiff cannot succeed on the merits of either of these claims because the evidence in the form of affidavits and governmental records affirmatively contradicts each claim.

Defendants have prepared numerous affidavits which demonstrate that none of Defendants terminated their ties with the Rockford AME Church. To the contrary, each Defendant has testified to their affiliation and emotional attachment to the church. (*See* Affs. of Frank Mattison, Naomi Mattison, Henry Banks, & Delois Phillips.)

In addition, in 1999, the state court concluded in a different case that the Trustees for the Rockford AME Church hold title to the Rockford AME Church real property. Title in the name of the Rockford AME Church was then duly recorded in the county files in 1999. It therefore appears conclusive and the law of the case that the real property to the Rockford AME Church is not held in trust for the African AME Church as alleged in the instant Complaint. *See Judy v. Martin*, 381 S.C. 455, 458-59, 674 S.E.2d 151, 153 (2009) (discussion of the law-of-the-case doctrine). Further, the records include an affidavit that the Rockford AME Church property was transferred by the Trustees for the Rockford African Methodist Episcopal Church to the Rockford AME Church.

D. There Is No Showing Of Irreparable Harm.

Finally, neither the Complaint nor Plaintiff's Motion for Temporary Restraining Order demonstrates a prima facie case that Plaintiff will suffer irreparable harm if the injunctive

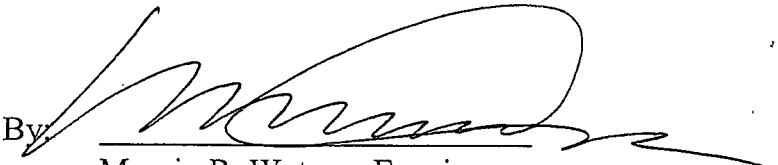
relief is not ordered. There are simply no allegations to explain why Defendants' continued presence and their actions to "retain, transfer, disperse or transact business on behalf of or in connection with Rockland African Methodist Episcopal Church" will cause any damage or harm to Plaintiff, much less the level of irreparable harm required to support a temporary restraining order.

CONCLUSION

For each of the reasons stated herein, Defendants respectfully request this Court to grant their Motion to Dismiss and to enter an order dismissing with prejudice and their entirety Plaintiff's Complaint and Plaintiff's Motion for Temporary Injunction, and for Defendants' costs and attorney's fees in bringing this Motion to Dismiss Plaintiff's meritless and frivolous Complaint, and for whatever additional relief the Court deems just and proper at this time.

Respectfully submitted,

WATSON LAW FIRM

By: 

Marvin R. Watson, Esquire
333 Main Street
Post Office Drawer 799
Greenwood, SC 29648
Telephone: (864) 229-2569
Facsimile: (864) 229-1819
E-Mail: watsonlawfirm@greenwoodemail.com

Attorneys for Defendants

FILED

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

11 APR 28 PM 1:24

COUNTY OF MCCORMICK ELEVENTH JUDICIAL CIRCUIT

KATHRYNE P. BUTLER
CLERK OF COURT
McCORMICK COUNTY, S.C.

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, vs. Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison. Defendants.	2011-CP-35-34 **PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION TO DISMISS**

COMES NOW, Plaintiff, Samuel L. McPherson, Presiding Elder of the Abbeville Greenwood District of the African Methodist Episcopal Church in response to Defendants' Motion To Dismiss his Complaint and Motion For Temporary Injunction. For each of the reasons stated herein, Plaintiff would ask this Court to issue an Order denying Defendants Motion To Dismiss and holding that this Court has jurisdiction over property issues involved in religious matters and that Plaintiff has stated a claim upon which relief can be granted.

(1) There are two (2) basic types of churches, a hierarchical church and a congregational church. In a hierarchical church the trustees hold local church property for the larger national church organization and are subject to the direction of the larger national church. Whereas, in a congregational church the trustees hold local church property on behalf of the members of the local church and are not subject to the direction of the larger national church.

(2) The African Methodist Episcopal Church is a hierarchical church governed in accordance with the Doctrine and Discipline of the African Methodist Episcopal Church.

(9) All property of the Rockford African Methodist Episcopal Church is held in trust by the trustees of Rockford African Methodist Episcopal Church on behalf of the African Methodist Episcopal Church, Inc. And the African Methodist Episcopal Church is the true owner of both the real and personal property of Rockford African Methodist Episcopal Church.

A Memorandum of law will be filed and served upon Defendants timely.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
4-28, 2011

FILED
GREENWOOD COUNTY, SC
2011 SEP -9 AM 11:34
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McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF MCCORMICK) ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, vs. Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison. Defendants.	2011-CP-35-34 **PLAINTIFF'S AMENDED RESPONSE TO DEFENDANTS' MOTION TO DISMISS**

COMES NOW, Plaintiff, Samuel L. McPherson, Presiding Elder of the Abbeville Greenwood District of the African Methodist Episcopal Church in response to Defendants' Motion To Dismiss his Complaint and Motion For Temporary Injunction. For each of the reasons stated herein, Plaintiff would ask this Court to issue an Order denying Defendants Motion To Dismiss and holding that this Court has jurisdiction over property issues involved in religious matters and that Plaintiff has stated a claim upon which relief can be granted.

(1) There are two (2) basic types of churches, a hierarchical church and a congregational church. In a hierarchical church the trustees hold local church property for the larger national church organization and are subject to the direction of the larger national church. Whereas, in a congregational church the trustees hold local church property on behalf of the members of the local church and are not subject to the direction of the larger national church.

(2) The African Methodist Episcopal Church is a hierarchical church governed in accordance with the Doctrine and Discipline of the African Methodist Episcopal Church. Rockford African Methodist Episcopal Church is a part of the national African Methodist Episcopal Church.

(3) Defendants as per their Motion to Dismiss admit that they informed the Plaintiff and the pastor that they were no longer affiliated with the African Methodist Episcopal Church. That you cannot leave the larger African Methodist Episcopal Church and remain a member of the local African Methodist Episcopal Church.

(4) Plaintiff, upon recommendation of the Pastor of Rockford African Methodist Episcopal Church placed Defendants on church roll as "left without certificate." Defendants as such, are not longer members of the African Methodist Episcopal Church or Rockford African Methodist Episcopal Church.

(5) The placement of Defendants on the church roll as "Left without Certificate" precludes their right to real or personal property of the African Methodist Episcopal Church or Rockford African Methodist Episcopal Church.

(6) Even if this Court finds that Defendants are members of the African Methodist Episcopal Church and Rockford African Methodist Episcopal Church, they are not duly elected Stewards and Trustees and thus have no right to make church related decisions or hold church related property.

(7) That Plaintiff has standing to bring this action because as per Part 4 Section 9 (A) (1) of the Book of Discipline the Presiding Elder " will see that all charters, deeds and other church property ... conforms to the Book of Discipline of the African Methodist Episcopal Church and the laws ... of county, state...county." Further, Plaintiff has been authorized by the African

Methodist Episcopal Church, Inc. to bring this action.That the Plaintiff herein is personally responsible for all property within his district. That if church property is lost, stolen, or mismanaged the Plaintiff must replace all such real or personal property. But for the attempt of Defendant to retain and use church property there would be no ligitation.

(9) It is self explanatory that in a hierarchical church the local church is under the direction of the larger national church of which Plaintiff is a representative.

(10) The Establishment Clause does not prohibit this Court from exercising subject matter jurisdiction in this case. Courts' may inquire into church property disputes and as such, the Complaint and the Motion state claims upon which relief may be granted.

(11) All property of the Rockford African Methodist Episcopal Church is held in trust by the trustees of Rockford African Methodist Episcopal Church on behalf of the African Methodist Episcopal Church, Inc. And the African Methodist Episcopal Church is the true owner of both the real and personal property of Rockford African Methodist Episcopal Church.

A Memorandum of law will be filed and served upon Defendants timely.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
7 – 11, 2011

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McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

2011-CP-35-34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

PLAINTIFF'S 2ND AMENDED RESPONSE TO DEFENDANTS' MOTION TO DISMISS

COMES NOW, Plaintiff, Samuel L. McPherson, Presiding Elder of the Abbeville Greenwood District of the African Methodist Episcopal Church in response to Defendants' Motion To Dismiss his Complaint and Motion For Temporary Injunction. For each of the reasons stated herein, Plaintiff would ask this Court to issue an Order denying Defendants Motion To Dismiss and holding that this Court has jurisdiction over property issues involved in religious matters and that Plaintiff has stated a claim upon which relief can be granted.

(1). There are two (2) basic types of churches, a hierarchical/connectional church and a congregational church. In hierarchical/connectional churches the trustees hold local church property for the larger national church organization and are subject to the direction of the larger national church. Whereas, in a congregational church the trustees hold local church property on behalf of the members of the local church and are not subject to the direction of the larger national church.

(2). That based on neutral principles this court has jurisdiction to determine whether Plaintiff is entitled to possession of church property, both real and personal.

(3). The court will not engage in resolving a dispute as religious law, principle, doctrine discipline, custom or administration.

(4). The court must accept as binding the decisions of the highest religious judicatories as to religious law, principle, doctrine, discipline custom and administration.

(5). That if this court follows the neutral principle analysis and determines that it does not have jurisdiction it must accept the decision of the Plaintiff and the denomination.

(6). That there is not adequate remedy as the available remedy is impractical because the threatened act will continue while an action is pending.

(7). The denomination and Plaintiff will be irreparably harm as each church is unique and cannot be replaced.

(8). There is a likelihood of success a merits.

(9). The Book of Discipline of the AME Church states that all property held by the local church is held in trust for the African Methodist Episcopal Church, Inc.

(10). The African Methodist Episcopal Church is a hierarchical/connectional church governed in accordance with the Doctrine and Discipline of the African Methodist Episcopal Church. Rockford African Methodist Episcopal Church is a part of the national African Methodist Episcopal Church.

(11). That Rockford A.M.E Church has been affiliated with the African Methodist Episcopal (A.M.E.), Church, Inc. since its existence.

(12). That the connectional A.M.E. Church has always in the past assigned pastors to Rockford A.M.E. Church.

(13). That Rockford A.M.E. Church paid an assessment to the connectional A.M.E. Church.

(14). That Rockford AME Church participated and was enrolled as a member of the AME Church, Inc. connection.

(15). That the Book of Discipline of the A.M.E. Church states that all church property, both real and personal, belong to the national connectional African Methodist Episcopal Church, Inc.

(16). Defendants as per their Motion to Dismiss admit that they informed the Plaintiff and the pastor that they were no longer affiliated with the African Methodist Episcopal Church. That member cannot leave the larger African Methodist Episcopal Church and remain a member of the local African Methodist Episcopal Church.

(17). Plaintiff, upon recommendation of the Pastor of Rockford African Methodist Episcopal Church placed Defendants on church roll as "left without certificate." Defendants as such, are no longer members of the African Methodist Episcopal Church or Rockford African Methodist Episcopal Church.

(18). The placement of Defendants on the church roll as "Left without Certificate" precludes their right to real or personal property of the African Methodist Episcopal Church or Rockford African Methodist Episcopal Church.

(19). Even if this Court finds that Defendants are members of the African Methodist Episcopal Church and Rockford African Methodist Episcopal Church, they are not duly elected Stewards and Trustees and thus have no right to make church related decisions or hold church related property.

(20). That Plaintiff has standing to bring this action because as per Part IV Section IX (f) of the Book of Discipline the Presiding Elder " will see that all charters, deeds and other church property ... conforms to the Book of Discipline of the African Methodist Episcopal Church and the laws ... of county, state...county." Further, Plaintiff has been authorized by the African Methodist Episcopal Church, Inc. to bring this action. But for the attempt of Defendant to retain and use church property there would be no litigation.

(21). The trustees may bring an action on behalf of the local church. However, at the time the litigation began there were no trustees to bring this action. In such event the Plaintiff may bring an action in court.

(22). In a hierarchical/connectional church the local church is under the direction of the larger national church of which Plaintiff is a representative.

(23). The Establishment Clause does not prohibit this Court from exercising subject matter jurisdiction in this case. Courts' may inquire into church property disputes and as such, the Complaint and the Motion state claims upon which relief may be granted.

(24). All property of the Rockford African Methodist Episcopal Church is held in trust by the trustees of Rockford African Methodist Episcopal Church on behalf of the African Methodist Episcopal Church, Inc. and the African Methodist Episcopal Church is the true owner of both the real and personal property of Rockford African Methodist Episcopal Church.

A Memorandum of law will be filed and served upon Defendants timely.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
8-28, 2012

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McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF MCCORMICK ELEVENTH JUDICIAL CIRCUIT

2011-CP-35-34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2ND AMENDED MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS

This Court has jurisdiction to determine whether Plaintiff is entitled to the possession of church property, both real and personal. The United States Supreme Court has provided guidance to the lower courts when dealing with ecclesiastical property disputes. In Jones v. Wolf 443 U.S. 595 (1979) a majority of the members voted to separate from the Presbyterian Church of the United States. The court held that as a means of adjudicating church property disputes, a state is constitutionally entitled to adopt a neutral principle of law analysis involving consideration of the deeds, state statutes governing the holding of church property, the local church's charter and the general church's constitution. Id 443 U.S. at 595. The court plainly stated that a state is constitutionally entitled to adopt neutral principle of law as a means of adjudication a church property dispute. Id 443 U.S. at 604.

Further, the South Carolina Supreme Court has in like fashion followed the opinion of the United States Supreme Court and adopted the neutral principles analysis also. In Pearson v. Church of God 478 S.E. 2nd 849 (S.C. 1996) a former minister in the Church of God brought suit

to require the church to pay his pension. The court enumerated general principles as follows: (1) Courts may not engage in resolving disputes as to religious law, principle, doctrine, discipline, custom or administration; (2) Courts cannot avoid adjudicating rights growing out of civil law; (3) In resolving such civil law disputes, courts must accept as final and binding the decisions of the highest religious judicatories as to religious law, principle, doctrine, discipline, custom and administration. Id at 478 S.E. 2nd at 853.

This matter involves a civil case in which this court can entertain jurisdiction. Where...a church controversy necessarily involves rights...to the possession of property, civil tribunals cannot help adjudicating these rights,...having view...the implied obligations imputed to those parties to the controversy who have voluntarily submitted themselves to the authority of the church connecting themselves to it. Bramlett v. Young 93. S.E. 2d 873, 882)S.C. 1956).

The temporary injunction should be kept in place and enforced. There are three factors which must be satisfied in order to obtain a preliminary injunction. The moving party must show (1) Irreparable harm, (2) likely hood of success on the merits and (3) the absence of an adequate remedy at law. Denman v. City of Columbia 691 S.E. 2d 465 (2010).

Plaintiff will be irreparably harmed if an injunction is not issued. As presiding Elder, Plaintiff must personally account for and replace any mismanaged lost, mishandled, or embezzled property or funds. If Defendants are allowed to retain or recover church property, Plaintiff will have to personally replace those items. As the value of the church along with the realty and monies from various bank accounts the value could exceed over $200,000.00.

Also, Plaintiff will more than likely succeed on the merits. In determining ownership of church property in a hierarchical or connectional church using the Neutral Principles method, the Court must first determine if the parties consented to the control of the national church. In From

The Heart Church Ministries, Inc. v. Philadelphia Baltimore Annual Conference 964 A2d 215 (2009) the Court of Special Appeals of Maryland addressed this issue. From The Heart was organized as an affiliate of A.M.E. Zion which is a hierarchical religious denomination founded in 1898. After incorporating, the local church purchased several parcels of property and subsequently withdrew from its affiliation with A.M.E. Zion. The court stated "we must first decide...with regard to the real property acquired by it before withdrawal, From The Heart consented to the trust provisions in the Discipline in favor of A.M.E. Zion." From The Heart Church Ministries, Inc. v. Philadelphia Baltimore Annual Conference 964 A2d at 229.

The constitution of the denomination is an indication as to whether the local church consented to the provisions found within the Book of Discipline. The court in Jones v. Wolf 443 U.S. 595, 604 stated "the neutral principles method...requires a civil court to examine certain religious documents, such as a church constitution, for language of a trust in favor of the general conference." "In undertaking an examination of religious documents, such as a church constitution a civil court must take special care to scrutinize the documents in purely secular terms, and not rely on religious precepts in determining whether the document indicates that the parties are intended to create a trust." Pearson v. Church of God 478 S.E. 2nd at 849, 852. (S.C. 1996).

However, courts should not be limited to constitutions of ecclesiastical organization as to whether the parties consented to the government of the national church. ....Courts should review not only the denominations polity, but all relevant documents and circumstances, including From The Hearts charter and by-laws, the Religious Corporation Law, the relations and correspondence between the parties, the deposition testimony..., and all relevant documents

in the record." From The Heart Church Ministries, Inc. v. Philadelphia Baltimore Annual Conference 964 A2d at 229.

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

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

The Discipline 56

It is clear that Rockford A.M.E. Church fully used the name of the A.M.E. Church. Church correspondence incorporated and used the A.M.E. name which is also place on the sign in front of the church. In fact the church was known as Rockford A.M.E. Church for its existence.

Further, the local church used the customs and polity of the A.M.E. Church. The local church herein recite the "Apostles' Creed" at each A.M.E. Service.

The local church herein accepted ministers appointed by the Bishop of the 7th Episcopal District or the annual conference of the A.M.E. Church, Inc. All pastors of Rockford A.M.E.

Church were appointed by either the bishop or the annual conference and were all A.M.E. pastors with the exception of the current pastor.

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

Finally the local church was enrolled and participated in quarterly and annual conferences. The records indicate that the church provided representative to the quarterly and annual conferences. In fact, each church must make a report at the quarterly and annual conferences.

Also, the courts should determine whether the language in the Discipline intended the property to be controlled by the national church upon withdrawal, From The Heart, 964 A.2d at pg. 234. The Supreme Court in Jones v. Wolf 443 U.S. at 606 stated...the parties can ensure...that the faction loyal to the hierarchical church will retain church property. They can modify the deeds or the corporate charter to include a right of reversion or trust in favor of the general church can be made to recite an express trust in favor of the denominational church. And the civil courts shall be barred to give effect to the result indicated by the parties....

The inclusion of an express trust in the Book of Discipline requiring trustees to hold property in trust for the African Methodist Episcopal Church, Inc. creates a valid and enforceable trust. The constitution of the A.M.E. Church is the Book of Discipline which states:

> The African Methodist Episcopal Church, Inc., is organized and functions solely as a connectional church. The title(s) to all real, personal and mixed property held at the General, Annual Conference level or by the local churches, shall be held IN TRUST for the African Methodist Episcopal Church, Inc., and subject to the provisions of the The Book of Discipline of the African Methodist Episcopal Church.
>
> *The Discipline, at 55*

Further, members of a hierarchical or connectional church have obligations to the connectional church. The court in Pearson v. Church of God 478 S.E. 2nd at 849, 852. (S.C. 1996) stated:

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

As full participants and members of the African Methodist Episcopal Church they were required to adhere to the Book of Discipline when transferring property. The constitution i.e. Book of Discipline states, "The Board of Trustees, duly elected by the local church as provided by *The Book of Discipline of the African Episcopal Church*, may take such steps to purchase, mortgage, sell, transfer and convey real and personal property, PROVIDED that such transfer has been duly approved by the resolution in Quarterly Conference of the said church, and also by the trustees of the Annual Conference in which the property is located, and of which the presiding bishop is president.

If this court were to dismiss the Plaintiff's complaint, it would have to accept the decision of the denomination. In the interpretation of the instruments of ownership would requires the civil court to resolve a religious controversy, then the court must defer to the resolution of the doctrinal issue by the authoritative ecclesiastical body. Serbian Eastern Orthodox Diocese For United States of American and Canada v. Milivojevich, 426 U.S. 696, 709 (1976). If this court accepts the argument of Defendants, then the court should issue an Order granting the property to the denomination.

Finally, there is not an adequate remedy at law. There is no other remedy which will secure the property which is the subject of this lawsuit. Plaintiff sought the assistance of law

enforcement to assist in recovering church property without success. That even if there is a legal remedy it is not an obstacle to injunctive relief if the available legal remedy is ineffective because it is impractical, because the threatened acts may continue while a legal action is pending, or because successive actions at law would be necessary to protect Plaintiff's right. Kirk v. Clark, 191 S.C. 205, 4 S.E. 2d 13 (1939). This court is the final and last remedy available to the Plaintiff.

Also, Plaintiff has standing to bring this action. The Book of Discipline of the African Methodist Episcopal (A.M.E.) Church states *the presiding elder will see that all charters, deeds and other church property in the district conform to the Book of Discipline of the African Methodist Episcopal Church 2008 and to the laws, usages and forms of the county, state, territory or county, wherein such property is located.*

The Book of Discipline provides for trustees to the local church to...guard for the connection all real estate, churches,...and any property obtained by the local congregation. Part IV Section II (5)(b). At the time the law suit was initiated there were no elected stewards and duly appointed trustees. In such an instance, the Presiding Elder steps into the shoes of the trustee.

Further, the Plaintiff herein has standing because he is personally responsible for all property within his district. If church property is lost, stolen, or mismanaged the Plaintiff must replace all such real or personal property.

In addition, Plaintiff has standing because he is authorized by the 7th Episcopal District to bring this matter to court. The 7th Episcopal District is aware of Plaintiff's action and is in concert with him.

In summation, this court had subject matter jurisdiction and consequentially it can grant

Plaintiff relief by allowing church property to remain with the church. Plaintiff is entitled to the temporary injunction and to have it remain in full force and effect. Plaintiff demonstrated that he satisfies all of the elements required in granting a temporary injunction.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
8-28, 2012

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

FILED
KATHRYNE P. BUTLER
2011 JUN 20 PM 12:13
CLERK OF COURT
McCORMICK COUNTY, SC

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2011-CP-35-34

RULE TO SHOW CAUSE

TO: THE ABOVE NAMED DEFENDANTS:

Based upon the attached Affidavit, it appears that you have not obeyed the Court Order dated April 26, 2011.

THEREFORE, IT IS ORDERED THAT YOU APPEAR BEFORE A PRESIDING JUDGE OF THE 11TH JUDICIAL COURT on 29 June 11/2pm Saluda Honor to show cause, if any, why you have not abided by the Court's Order dated April 26, 2011 and why you should not be held in contempt of Court.

AND IT IS SO ORDERED this 16 day of June 2011.

Honorable R. Knox McMahon
Presiding Judge
11th Judicial Circuit

FILED
KATHRYNE A. BUTLER
2011 JUN 20 PM 12:51
CLERK OF COURT
McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2011-CP-35-34

PETITION FOR RULE TO SHOW CAUSE

Plaintiff by and through his undersigned counsel alleges and would show unto this Honorable Court.

1. That the Plaintiff is the Presiding Elder of the Abbeville-Greenwood District of the 7th Episcopal District of the African Methodist Episcopal Church (A.M.E.).

2. That Defendants are former members of Rockford A.M.E Church and the African Methodist Episcopal Church.

3. That by Order of this court dated April 26, 2011, Defendants were Ordered to return church property.....to the pastor in order for the accounts of Rockford A.M.E Church to be maintained, to pay church bills..... That Defendants were further Ordered to return the church sign it's to original state.

4. That Defendants Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison were given notice by correspondence dated March 4, 2011 that the Plaintiff "accepted their decision to terminate their membership with Rockford A.M.E. Church." Further, that the

Defendants were asked to return all records and documents belonging to Rockford A.M.E. Church. That Defendants, Naomi Mattison and Delois Phillips executed a check numbered 1083, dated March 20, 2011 made payable to Defendants, Delois Phillips or Henry Banks or Naomi Mattison. Further, that Defendants, Naomi Mattison and Henry Banks endorsed the check and withdrew $117,536.00 from Rockford A.M.E. Church's bank account and have failed to return the money.

5. That Defendants have failed to return bank statements from January 2011 until the present.

6. That Defendants have failed to return Rockford A.M.E Church minutes.

7. That Defendants returned the wrong set of keys to the post office.

8. That the sign in front of the church has not been restored to its original state.

9. That the A.M.E. hymnals have not been returned.

10. That Defendants are in willful contempt of this Court's prior Order dated April 26, 2011.

WHEREFORE, it prays for an Order of this Court:

1. Holding Defendants in contempt of this Courts prior order dated April 26, 2011;

2. Prohibiting the Defendants from retaining church property and requiring them to return all church property;

3. Awarding Plaintiff a reasonable attorney's fee;

4. For such other and further relief as this court deem just and proper.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
P.O. Box 3461
Greenwood, SC 29648
(864) 227-9156

6-3, 2011
Greenwood, SC

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

FILED
KATHRYNE P. BUTLER
2011 JUN 20 PM 12:13
CLERK OF COURT
MCCORMICK COUNTY, SC

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011-CP-35-34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

AFFIDAVIT OF ELDER SAMUEL L. MCPHERSON

Appeared Before Me, Elder Samuel L. McPherson, who after being duly, sworn, deposes, and states the following:

1. That my name is Samuel L. McPherson and I am the Presiding Elder of the Abbeville-Greenwood District of the 7th Episcopal District.

2. That Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison are former members of Rockford African Methodist Episcopal (A.M.E.) Church who claim the right to use property belonging to Rockford A.M.E Church.

3. That the Defendants were Ordered by this Court to return all property of Rockford A.M.E Church and to restore the church sign to its original state.

4. That Defendants Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison were given notice by correspondence dated March 4, 2011 that the Plaintiff "accepted their decision to terminate their membership with Rockford A.M.E. Church." Further, that the Defendants were asked to return all records and documents belonging to Rockford

A.M.E. Church. That Defendants, Naomi Mattison and Delois Phillips executed a check numbered 1083, dated March 20, 2011 made payable to Defendants, Delois Phillips or Henry Banks or Naomi Mattison. Further, that Defendants, Naomi Mattison and Henry Banks endorsed the check and withdrew $117,536.00 from Rockford A.M.E. Church's bank account and have failed to return the money.

5. That Defendants have failed to return church bank statements, church minutes, correct post office box keys, and hymnals. Further, the church sign has not been restored.

6. That I am ultimately responsible for all property belonging to Rockford A.M.E. Church.

7. That I have tried to resolve this matter but Defendants refuse to cooperate.

Samuel L. McPherson

Elder Samuel L. McPherson

SWORN to and subscribed before me
this 3rd day of JUNE 2011

Mary L. Emore

Notary Public of South Carolina
My Commission Expires: 9-11-13

FILED
GWENDOLYN C. CHILES
2011 JUL -1 PM 3:48
CLERK OF COURT
McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2011-CP-35-34

MOTION TO STRIKE

Plaintiff pursuant to Rule 12(f) of the South Carolina Rules of Civil Procedure moves for an Order striking paragraphs 13 thru 26, 27(c), 28 (H), 28 (C), 29 (A), and portions of paragraphs 28 (H), 29 (E), 30 (A), 30 (D), 32 (H). Defendants defenses of lack of subject matter jurisdiction and failure to state a claim should be dismissed because this court ~~can~~ has jurisdiction decide ecclesiastic matters that relate to property disputes. Defendants defense of waiver, accord and satisfaction, equitable estoppell res judicata, and reliance on church discipline requires this court to interject its opinion for that of the African Methodist Episcopal Church Inc. Defendants counterclaims listed in paragraph 27(c), 28(H), 28(C), 29(A), 29(E), 30(A), 30(D), and 32(H) involve matters concerning the Defendants status as to whether or not they are members of Rockford African Methodist Episcopal (A.M.E.) Church and the Abbeville-Greenwood District and the Connectional Church. The Defendants cannot be members of an A.M.E. Church without the acquiescence of the Plaintiff.

Specifically, the grounds for this Motion are as follows:

1. That Rockford A.M.E. Church belongs to a connectional hierarchical church which is governed by the larger connectional church. As per the book of the discipline of the A.M.E. Church, all property is held by the local church in trust for the larger Connectional Church.

2. This court has jurisdiction to inquire into matters relating to ecclesiastical property disputes, but must except the decision of the church as to discipline, doctrine, law, principle, administration, custom.

3. That this court cannot decide the fairness of a church decision. Further, that the courts must not inquire into the administration and financial decisions of the church. That to do so would substitute the court's opinion for the A.M.E. Church.

4. That Plaintiff would be prejudiced if this court were to hold that it does not have jurisdiction and cannot grant relief. It would be further prejudiced if this court holds that this court can evaluate church decisions and apply principles of equity to their decisions.

5. That Defendants defenses in paragraphs 13-26 are both immaterial and impertinent.

6. That Plaintiff moves to strike all of paragraphs 13-26.

7. That Defendants were former members of Rockford A.M.E. Church.

8. That Plaintiff has accepted the recommendation of the pastor of Rockford A.M.E. Church to remove the Defendants from the church roll.

9. That Defendants have been removed from the church roll and are listed as "Left Without Certificate."

10. That neither this court nor Defendants can question Plaintiff as to whether the Defendants are members of Rockford A.M.E. Church.

11. That Plaintiff is prejudiced by Defendants assertion that they are members of Rockford A.M.E. Church. Defendants are attempting to substitute the church's authority for their own.

12. That it is immaterial and impertinent as to Defendants subjective assertion that they are members of Rockford A.M.E. Church.

13. That the allegations in paragraphs 27(c), 28(H), 28(c), and 29(a) should be stricken in its entirely from Defendant's counterclaim.

14. That Plaintiff moves to strike the allegation in paragraph 28 (H), which states "wrongfully accusing them of no longer being members of Rockford A.M.E. Church, to which they are all lifelong members."

15. That Plaintiff moves to strike the allegation in paragraph 29(E) which states "Defendants no longer wants to remain affiliated with Rockford A.M.E. Church..."

16. That Plaintiff moves to strike the allegation in paragraph 30 (A) which states "the Defendants right to practice religion at Rockford A.M.E. Church..."

17. That Plaintiff moves to strike the allegation in paragraph 30(D) which states "that Defendants are no longer members of Rockford A.M.E. Church."

18. That Plaintiff moves to strike the allegation in paragraph 32 (A) which states "lies and untruths about Defendants and their relationship to the church..."

In support of client's Motion, Plaintiff would rely on its verified complaint and case law of the United States and the State of South Carolina.

For these reasons, Plaintiff moves for an Order of this court striking the paragraph and portions of allegations listed therein.

This motion is based on the applicable rules, statues and case law and any memorandum of law to be submitted at or before the hearing on this matter, as well as any additional affidavits or supplemental memorandum which may be filled with this court at or prior to a hearing.

In support of its Motion, Plaintiff would rely on its verified complaint and case law of the United States and the State of South Carolina.

For these reasons, Plaintiff moves for an Order of this court granting his motion to strike.

Respectfully submitted:

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
7-7, 2011

FILED
GWENDOLYN C. KYLES
2011 JUL -1 PM 3:43
CLERK OF COURT
McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2011-CP-35-34

MOTION FOR MORE DEFINITE STATEMENT RULE 12(E)

Plaintiff Pursuant to Rule 12(E) of the South Carolina Rules of Civil Procedure, moves for an Order requiring Defendants to provide a more definite statement. Plaintiff request that this court require Defendants to amend their counterclaim to make their allegations as mentioned herein more specific. Defendants allegations are vague and ambiguous and Plaintiff cannot form a reasonable response.

Specifically the grounds for this Motion are as follows:

1. That Defendants allege in paragraphs 29(D), 29(E), 29(F) and 30(D) that Plaintiff said that Defendants removed church property and published the same to third parties or others. That the allegation contained in paragraphs 29(D), 29(E), 29(F) and 30(D) are so vague and ambiguous that Plaintiff cannot reasonably respond. That the counterclaim contains the following defects:

2. That the Defendants' Counterclaims fail to state what was said.

3. That Defendants' Counterclaims fail to indentify which items they claim was alleged to have been removed.

4. That Defendants' counterclaims fail to state who received the published communication.

5. That Defendants' counterclaims fail to state whether the publication was oral or written.

6. That Defendants' counterclaims fail to state when and where the information was published.

Wherefore Plaintiff requests this court to require Defendants to furnish the following:

7. A statement of the exact language used;

8. Identify which items were allegedly removed by Defendants;

9. The recipient of the published communication;

10. Whether the communication was oral or written;

11. When and where the information was published;

This motion is based on the applicable rules, statues and case law and any memorandum of law to be submitted at or before the hearing on this matter, as well as any additional affidavits or supplemental memorandum which may be filled with this court at or prior to a hearing.

In support of its Motion, Plaintiff would rely on its verified complaint and case law of the United States and the State of South Carolina.

For these reasons, Plaintiff moves for an Order of this court granting his Motion for a More Definite Statement pursuant to 12(E) of the South Carolina Rules of Civil Procedures.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina

7-1, 2011

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2011 JUL -1 PM 3:46
CLERK OF COURT
McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2011-CP-35-34

MOTION TO DISMISS
12 B1 AND 12 B6

Plaintiff, Samuel L. McPherson, pursuant to Rule 12(b)(1) and 12(b)(6) of the South Carolina Rules of Civil Procedure has filed a Motion to Dismiss the Counterclaims filed against him by Defendants. For each of the following additional points and authorities, Plaintiff respectfully request that this court issue an Order dismissing with prejudice the Defendants counterclaims on the basis that this court does not have subject-matter jurisdiction over the claims and the Defendants have failed to state a claim upon which relief may be awarded.

(1) That Defendants counterclaim contains 4 causes of action as follows: Negligent misrepresentation, Intention Inflection of Emotion Distress, Breach of Fiduciary Duty, and Defamation.

(2) That Defendants counterclaims are based on its allegation that Plaintiff made false statements that they are no longer members of Rockford African Methodist Episcopal (A.M.E.) Church; that they have left Rockford A.M.E. Church; and that they have removed church property; that Plaintiff requires Rockford A.M.E. Church to pay exorbitant fees; that Plaintiff

refused to lower church assessments to assist with basic maintenance of the church; and that Plaintiff failed to provide a suitable pastor.

(3) That the Establishment Clause of the United States Constitution mandates a separation of church and state which severely restricts court intervention into church matters.

(4) That the courts may not inquire into church matters involving religious law, doctrines, discipline, nature, extent or administration of a particular religion whether or not the issue involves a civil right.

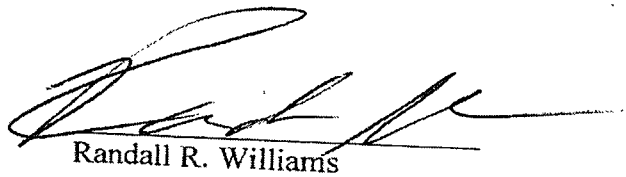
(5)The Defendants counterclaim requires this court to inquire into the religious laws, doctrines, discipline, nature or extent and administration of the A.M.E. Church Inc. and Rockford A.M.E. Church. That this court cannot substitute its judgment for the A.M.E. Church Inc. and Rockford A.M.E church.

(6) That Defendants have been removed from the roll of the church and are listed as "left without certificate." Further, that the A.M.E. Church, Inc. does not recognize Defendants as members of the larger connectional church or Rockford A.M.E. Church.

This motion is based on the applicable rules, statues and case law and any memorandum of law to be submitted at or before the hearing on this matter, as well as any additional affidavits or supplemental memorandum which may be filled with this court at or prior to a hearing.

In support of its Motion, Plaintiff would rely on its verified complaint and case law of the United States and the State of South Carolina.

For these reasons, Plaintiff moves for an Order of this court granting his motion to dismiss Defendants' defenses and counterclaims.



Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
7-1, 2011

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

2012 APR 10 PM 3:38

CLERK OF COURT

2011-CP-35-34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

AMENDED MOTION TO DISMISS 12 B1 AND 12 B6

Plaintiff, Samuel L. McPherson, pursuant to Rule 12(b)(1) and 12(b)(6) of the South Carolina Rules of Civil Procedure has filed a Motion to Dismiss the Counterclaims filed against him by Defendants. For each of the following additional points and authorities, Plaintiff respectfully request that this court issue an Order dismissing with prejudice the Defendants counterclaims on the basis that this court does not have subject-matter jurisdiction over the claims and the Defendants have failed to state a claim upon which relief may be awarded.

(1) That Defendants counterclaim contains 4 causes of action as follows: Negligent misrepresentation, Intention Inflection of Emotion Distress, Breach of Fiduciary Duty, and Defamation.

(2) That Defendants counterclaims are based on its allegation that Plaintiff made false statements that they are no longer members of Rockford African Methodist Episcopal (A.M.E.) Church; that they have left Rockford A.M.E. Church; and that they have removed church property; that Plaintiff requires Rockford A.M.E. Church to pay exorbitant fees; that Plaintiff

refused to lower church assessments to assist with basic maintenance of the church; and that Plaintiff failed to provide a suitable pastor.

(3) The Religious Clauses of the United States Constitution forbids the "establishment of religion" and guarantees the "free exercise thereof. The establishment clause prevents state from appointing ministers and the Free Exercise Clauses prevents the state from interfering with a religious group rights to select its own.

(4) That Defendants have been removed from the roll of the church and are listed as "left without certificate." Further, that the A.M.E. Church, Inc. does not recognize Defendants as stewards, trustees, or members of the larger connectional church or Rockford A.M.E. Church.

(5) This court does not have subject matter jurisdiction to inquire into or determine church leadership or membership.

(6) That the courts lacks subject matter jurisdiction to inquire into church matters involving religious law, doctrine, discipline, nature, extent or administration of a particular religion

(7)The Defendants counterclaim requires this court to inquire into the religious laws, doctrines, discipline, nature or extent and administration of the A.M.E. Church Inc. and Rockford A.M.E. Church. That this court cannot substitute its judgment for the A.M.E. Church Inc. and Rockford A.M.E church.

(8) That even if the religion clauses of the United States Constitution allows this court to determine the leadership and membership of the A.M.E. church that truth is a bar to recovery in defamation and Defendants has failed to state a claim for which relief can be granted.

(9) That Plaintiff has neither published to anyone that Defendants have been removed from the church roll nor left Rockford A.M.E. Church and are not current members of the African Methodist Episcopal Church.

(10) That Defendants have not suffered damages arising out of this matter.

(11) That the court does not have subject matter jurisdiction to entertain Defendants counterclaim and they have failed to state a cause of action which relief can be granted and should be dismissed.

This motion is based on the applicable rules, statues and case law and any memorandum of law to be submitted at or before the hearing on this matter, as well as any additional affidavits or supplemental memorandum which may be filled with this court at or prior to a hearing.

In support of its Motion, Plaintiff would rely on its verified complaint and case law of the United States and the State of South Carolina.

For these reasons, Plaintiff moves for an Order of this court granting his motion to dismiss Defendants' defenses and counterclaims.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina

4-10, 2012

FILED
GWEN
2012 AUG 29 PM 4:03
CLERK OF COURT
McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2011-CP-35-34

PLAINTIFF'S AMENDED MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS DEFENDANT'S COUNTERCLAIM

Plaintiff, Samuel L. McPherson, pursuant to Rule 12(b)(1) and 12(b)(6) of the South Carolina Rules of Civil Procedure has filed a Motion to Dismiss the counterclaim filed against him by Defendants. For each of the following additional points and authorities, Elder McPherson respectfully request that this court issue an Order dismissing with prejudice the Defendants counterclaims on the basis that this court does not have subject-matter jurisdiction over the claims and requests for relief and the Defendants have failed to state a claim upon which relief may be awarded.

A Court's power to determine church disputes regarding defamation, negligent misrepresentation, breach of fiduciary duty and intentional infliction of emotional distress is fact driven and determined on a case by case basis. The defendants' claims of defamation and negligent misrepresentation are based on the assertion that Elder McPherson made false and misleading statements about the defendant's right to practice religion at Rockford A.M.E. Church and that they removed church property. Whereas the claims of breach of fiduciary duty

and intentional infliction of emotional distress are based on the defendants' assertions that they were required to pay exorbitant fees and that Elder McPherson refused to lower church fees. In this case, the defendant's claims should be dismissed for lack of subject matter jurisdiction.

The South Carolina Supreme Court listed the following general principles as a jurisdictional guide in church disputes as follows: (1) Courts may not engage in resolving disputes as to religious law, principle, doctrine, discipline, custom, or administration; (2) Courts cannot avoid adjudicating rights growing out of civil law; (3) in resolving such Civil law disputes, Courts must accept as binding the decisions of the highest religious judicatories as to religious law, principle, doctrine, discipline, custom, and administration. *Pearson v. The Church of God,* 325 S.C. 45, 51 (1996). This is known as the *Pearson* test. "[F]reedom of religion requires civil courts to refrain from adjudicating religious disputes. To assume such jurisdiction would not only be an attempt by the civil court to deal with matters of which they have no special knowledge, but it would be inconsistent with complete religious liberty, untrammeled by state authority." *27 S.C. Jur. Religious Societies 23.*

In *Banks v. St. Matthews Baptist Church,* the Court found that the application of the *Pearson* test, did not prevent the Court from hearing the defamation claim. The Trustees of St. Matthews Baptist Church brought suit against the church alleging defamation, negligence, and intentional infliction of emotional distress. Specifically, the Trustees alleged that the pastor informed the congregation that the Trustees mismanaged money and that money was missing from the church. The Court recognized, "there is a general constitutional command, based in the *First Amendment,* . . . mandating civil courts to decide church disputes without resolving underlying controversies over religious doctrine." *Banks v. St. Matthew Baptist Church,* 391 S.C.

475 (S.C. Ct. App. 2011). However, the Court stated plainly, " . . . [T]he Court would not need to look at the church's religious beliefs to determine if the statements constitute defamation." *Id.*

In *Banks,* the resolution was whether or not money was indeed stolen, which did not require a religious determination or inquiry into an ecclesiastical decision. In the present case, the defendants alleged that Elder McPherson published to third parties that the defendants are no longer members of the church. One half of the defamation and negligent misrepresentation determination hinges on whether or not the Defendants are in fact members of the A.M.E. denomination. It is solely the function of the church to decide who is a member and who is not a member, and a matter of membership within the church must first be resolved by the church. Therefore, this Court lacks subject matter jurisdiction over the defamation and negligent misrepresentation as it pertains to the status of Defendants within the A.M.E. Church.

Defendants admit that they no longer wished to be affiliated with the Connectional African Methodist Episcopal Church. The Defendants cannot be affiliated with Rockford A.M.E. Church and not be affiliated with the Connectional African Methodist Episcopal Church. It is of no significance whether Defendants said they did not want to be members of the Connectional African Methodist Episcopal Church or whether they said they did not want to be members of Rockford A.M.E. Church. By terminating their relationship with the National and Connectional African Methodist Episcopal Church, they simultaneously terminated their membership with Rockford A.M.E. Church.

Further, Elder McPherson informed Defendants that they are no longer members of the Connectional African Episcopal Church and Rockford A.M.E. Church. The Book of Doctrine and Discipline states that "a member who withdraws his or her membership does so on a purely individual basis and as a personal right. Such member has no right or title to the personal or real

property of the local or general church." *The Book of Discipline of the African Methodist Episcopal Church,* 64 (2008). To inquire into this matter will require the court to substitute its judgment for that of the African Methodist Episcopal Church, which it must not do.

The State does not have jurisdiction to choose or appoint members to positions of leadership within the church. The Defendants occupied leadership positions within Rockford A.M.E. Church, whereby they interpreted and conveyed church doctrine. In *Hosanna-Tabor Evangelical Lutheran Church and School v Equal Employment Opportunity Comm'n Et Al.,* Justice Alito in a separate concurring opinion and noting a lower court decision with approval wrote that the State did not have jurisdiction to inquire into a church dispute involving members of the Baptist Seminary because their position were important in conveying church doctrine, even though they were not ordained ministers. *Hosanna-Tabor Evangelical Lutheran Church and School v Equal Employment Opportunity Comm'n Et Al.,* 132 S.Ct. 694, 710 (2012).

This court lacks subject matter jurisdiction over the Defendants counterclaim of negligent misrepresentation and Defendants have failed to state a claim for which relief can be granted because this court cannot inquire into church matters to determine whether Elder McPherson breached a duty.

The Defendants cannot determine their own status within the African Methodist Episcopal Church. It is the sole province of the church to decide who are and are not members. *Watson v. Jones,* 80 U.S. 679, 729 (1872). In *Pearson,* the South Carolina Supreme Court stated it would not be proper for a trial court...to determine whether the church acted consistently with its religious laws and doctrines, its system of discipline and administration... that would be a quintessentially ecclesiastical matter...a court cannot exercise jurisdiction. *Pearson v. Church of God,* 478 S.E.2d 849, 853 (S.C. 1996).

The defendants herein claim of defamation and negligent misrepresentation as it relates to the defendants status within the church would not pass the first prong of the *Pearson* test which reads, "Courts may not engage in resolving disputes as to religious law, principle, doctrine, discipline, custom, or administration." *Pearson v. Church of God,* 478 S.E.2d 849, 853 (S.C. 1996).

The Court would have to resolve the dispute over membership in order to arrive at a resolution of one-half of both the defamation and the negligent misrepresentation claim, however, the *First Amendment* prevents this Court from doing so. The Supreme Court in *Watson v. Jones* recognized that, "We cannot decide who ought to be members of the church, nor whether the excommunicated have been justly or unjustly, regularly or irregularly cut off from the body of the church." *Watson v. Jones,* 80 U.S. 679, 729 (1871).

This court does not have subject matter jurisdiction to hear the Defendants counterclaim of Breach of Fiduciary Duty. Furthermore, the Defendants failed to state a claim upon which relief may be granted. A civil court does not have jurisdiction over a church's economic decision as to how the church expends or receives money. The Defendants' counterclaims allege Elder McPherson breached his fiduciary duty of loyalty by requiring Rockford A.M.E. Church to pay exorbitant fees; refusing to lower the assessment the church was required to pay to the National and Regional A.M.E. Church; failing to assist in the basic maintenance of church facilities misplacement of suitable and professional pastor at the church. Our courts have a long history of great restraint in dictating procedures for a church to follow. *Williams v. Wilson,* 349 S.C. 336 (S.C. 2002). In *Bell*, the Elder McPherson was an ordained minister and also executive director of a multidenominational outreach program funded by the Presbyterian Church. The outreach program was discontinued by the church due to financial reasons. Mr. Bell brought an action in

the district court alleging interference with his contract, intentional infliction of emotional distress, breach of covenant of good faith and fair dealing, interference with his prospective advantage, wrongful termination, and breach of Defendants pledge to contribute to his organization on a yearly basis. The court held "by reason of the First Amendment, a civil court has no jurisdiction over ecclesiastical decisions by churches as to how they spend their funds." *Bell v. Presbyterian Church,* 126 F.3d 328 (4th Cir. 1997). The court stated further that "resolution of such an accusation would interpose the judiciary into the Presbyterian churches decisions...." *Id.* at 331. "When the Presbyterian Church decided to withhold funds...the Presbyterian Church made a decision on how it would expend funds raised by the church for religious purposes...." *Id.* at 332.

This court cannot inquire into the churches decision regarding placement of pastors. To do so would require this court to decide who is and is not qualified, which again it must not do. A decision about the nature, extent, administration...and termination of a ministry falls within the ecclesiastical sphere that the First Amendment protects from civil court intervention. *Id.* at 333. Freedom to select the clergy...is part of the free exercise of religion protected by the First Amended against government interference. *Kedroff v. St. Nicholas Cathedral of Russian Orthodoxy Church,* 344 U.S. 94, 116 (1952). The Defendants would have this court inquire into matters that deal with the nature, extent, administration and government and substitute the courts opinion of the African Methodist Episcopal Church.

In *Watson v. Jones*, the United States Supreme Court said "all who unite themselves to.....a (religious) body do so with an implied consent to its government, and are bound to submit to it. But it would be a vain consent and would lead to the total subversion of such religious bodies if any are aggrieved by one of their decisions could appeal to the secular courts and have the decision reversed." *Watson v. Jones,* 80 U.S. 679 (1872). The Defendants'

counterclaims require this court to inquire into the administration, government, nature extent, doctrine and laws of the African Methodist Episcopal Church, which this court cannot do. The Defendants counterclaim of breach of fiduciary duty must be dismissed. It is the function of the church authorities to determine what the essential qualifications of clergy are and whether the candidate possesses them." *Id.* at 721.

That Defendants counterclaim of intentional infliction of emotional distress must be dismissed for lack of subject matter jurisdiction and failure to state a claim upon which relief may be granted. Defendants allege that Elder McPherson asserted lies and untruths about Defendants and their relationship to Rockford A.M.E. Church and required Defendants to pay exorbitant fees to the National A.M.E Church. If Defendants refer to their status as members within the A.M.E. Church when they allege the Elder McPherson has asserted lies and untruths about Defendants and their relationship to Rockford A.M.E. Church then this Court must not inquire into this matter because the court would have to inquire into church doctrine and administration. This court cannot decide who ought to be members of the church.

The Defendants' claims of intentional infliction of emotional distress, and breach of fiduciary duty are absolutely barred because it would require the Court to inquire into how church's spend their monies. The *First Amendment* proscribes for an ecclesiastical sphere that courts cannot peer into. In *Bell,* the Fourth Circuit Court of Appeals reviewed a District Court decision where a complaint against a religious organization was dismissed because of a lack of subject matter jurisdiction. The Court held: "by reason of the *First Amendment,* a civil court has no jurisdiction over ecclesiastical decisions by churches as to how they are going to spend their funds." *Bell v. Presbyterian Church,* 126 F.3d 328 (4th Cir. 1997). Again, [s]uch a decision

about the nature, extent, administration, and termination of a religious ministry falls within the ecclesiastical sphere that the *First* Amendment protects." *Id.* at 333.

In *Pearson,* the court stated, "the courts must accept as final and binding the decision of the highest religious judicatories as to religious law, principle, doctrine, discipline, custom or administration." *Pearson v. Church of God,* 478 S.E.2d 849, 853 (1872). When ecclesiastical tribunals decide such disputes The Constitution requires that civil courts accept their decisions as binding. *Serbian Eastern Orthodox Diocese v. Milivojerch,* 426 U.S. 696, 708 (1976). The Defendants counterclaim would have this court inquire into the religious, principle, doctrine, discipline, custom's, and administration of the A.M.E. Church. Again this court does not have the jurisdiction to decide economic, financial, and membership decisions of the A.M.E. Church. The A.M.E. solely and singularly determines who are members and the fees that Rockford A.M.E. Church must pay. The Defendants would have this court substitute its opinion for that of the church. This court must not do so.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
864) 227-9156

Greenwood, South Carolina
6-25, 2012

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CLERK OF COURT
MCCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA **COUNTY OF MCCORMICK**	**IN THE COURT OF COMMON PLEAS** **ELEVENTH JUDICIAL CIRCUIT**
SAMUEL L. McPHERSON, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, **Plaintiff,** **v.** **HENRY BANKS, MARY ROBINSON, DELOIS PHILLIPS, NAOMI MATTISON, AND FRANK MATTISON,** **Defendants.**	**2011-CP-35-34** **DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIMS, PLAINTIFF'S MOTION FOR A MORE DEFINITE STATEMENT, AND PLAINTIFF'S MOTION TO STRIKE**

COME NOW Defendants Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison (hereinafter collectively referred to as the "Defendants"), and pursuant to Rule 12(b), SCRCP, file this Response in Opposition to Plaintiff Samuel McPherson's ("McPherson") Motion to Dismiss Defendants' Counterclaims.

In addition, for the sake of judicial economy and efficiency, Defendants also respond herein in opposition to Plaintiff's Motion for a More Definite Statement, which also refers to Defendants' Counterclaims, and in opposition to Plaintiff's Motion to Strike, which concerns Defendants' Answer and Affirmative Defenses.

STATEMENT OF FACTS

Defendants are all current and active members of the Rockford African Methodist Episcopal Church ("Rockford Church"), located in McCormick County, South Carolina. Rockford Church was once affiliated with the national African Methodist Episcopal Church, Inc. ("AME Church, Inc."). Plaintiff Samuel L. McPherson ("McPherson") is an elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church. A dispute arose between Defendants, as well as other members of the Rockford Church, and the AME Church, Inc., including McPherson as elder of the Abbeville-Greenwood District. The dispute concerns AME Church Inc.'s policy of demanding money from small, poor churches like Rockford to fund the national church's events and activities and giving no assistance to the poor churches in return. McPherson was informed about Rockford Church's needs and its inability to pay AME Church, Inc. When he failed to respond, the Rockford Church took action to disassociate itself from AME Church, Inc., because it could not afford to continue the relationship.

On March 25, 2011, McPherson filed a complaint for injunctive relief and declaratory judgment against Defendants. Defendants duly filed an answer to the complaint and counterclaims for defamation, negligent misrepresentation, breach of fiduciary duty, and intentional infliction of emotional distress.

This court heard testimony on McPherson's demand for injunctive relief in April 2011 and issued an order on those issues. On June 29, 2011, this Court issued another order finding that Defendants were not in contempt of the Court's earlier April order. No discovery

has taken place on the substantive issues raised in Plaintiff's complaint for declaratory judgment. Yet, immediately after the June order was filed by this Court, McPherson filed numerous motions against the Defendants, including a motion for summary judgment, a motion to dismiss counterclaims, a motion for more definite statement, and a motion to strike.

ARGUMENT

I. STANDARD OF REVIEW FOR MOTIONS TO DISMISS.

Under South Carolina law, a motion to dismiss under Rule 12(b)(1), SCRCP, provides that a claim may be dismissed where the court has no subject-matter jurisdiction over the claim. Importantly, in this case, McPherson contends that the court has subject-matter jurisdiction to hear his complaint for injunctive relief and declaratory relief but, at the same time, does not have subject-matter jurisdiction to hear Defendants' answer and affirmative defenses or Defendants/Counterplaintiffs' counterclaims, which arise from the same occurrence and transactions. As explained in more detail below, if this court finds that McPherson's complaint for declaratory relief arises within the ecclesiastical context, it must be dismissed for lack of subject-matter jurisdiction.

Defendants/Counterplaintiffs' tort claims, as set forth in their counterclaim, are directed at the Plaintiff/Counterdefendant individually, and arise from the injury inflicted on Defendants/Counterplaintiffs by McPherson and his harmful and injurious actions. These individual tort claims may be completely resolved by civil law and are plainly within the

court's subject-matter jurisdiction. The counterclaims should not be dismissed for lack of subject-matter jurisdiction.

Under Rule 12(b)(6), the court may only dismiss a claim which fails to state a claim upon which relief may be granted. In making that determination, the court must accept as true all well-pleaded facts and draw all inferences from the facts in a light most favorable to the nonmoving party. *Cole Vision Corp. v. Hobbs*, No. 26988, 2011 WL 2447090 (S.C. June 20, 2011) (not yet released for publication). In *Williams v. Candon*, 347 S.C. 227, 553 S.E.2d 496 (2001), the court explained the factors necessary to determine a motion to dismiss as follows:

> The trial court's ruling on a Rule 12(b)(6) motion must be bottomed and premised solely upon the allegations set forth by the plaintiff. *Holy Loch Distribs. v. Hitchcock,* 332 S.C. 247, 503 S.E.2d 787 (Ct.App.1998), *rev'd on other grounds,* 340 S.C. 20, 531 S.E.2d 282 (2000); *Berry v. McLeod,* 328 S.C. 435, 492 S.E.2d 794 (Ct.App.1997). The motion will not be sustained if the facts alleged and the inferences reasonably deducible from the pleadings would entitle the plaintiff to relief on any theory of the case. *Brown v. Leverette,* 291 S.C. 364, 353 S.E.2d 697 (1987); *McCormick v. England,* 328 S.C. 627, 494 S.E.2d 431 (Ct.App.1997). The question to be considered is whether, in the light most favorable to the plaintiff, the pleadings articulate any valid claim for relief. *Toussaint v. Ham,* 292 S.C. 415, 357 S.E.2d 8 (1987); *Cowart v. Poore,* 337 S.C. 359, 523 S.E.2d 182 (Ct.App.1999).

Id. at 232-33, 553 S.E.2d at 499-500.

Reviewing Defendants/Counterplaintiffs' counterclaims in a light most favorable to Defendants, the counterclaims present valid claims against the individual Counterdefendant, McPherson. Further, the inferences reasonably deduced from the pleadings entitle the Defendants/Counterplaintiffs to relief. McPherson fails to meet his burden of proof to sustain a motion to dismiss.

II. THIS COURT HAS SUBJECT-MATTER JURISDICTION TO REVIEW DEFENDANTS' COUNTERCLAIMS AGAINST MCPHERSON.

As McPherson states in his Memorandum in Support of Motion to Dismiss Counterclaim, the court's limited subject-matter jurisdiction over church disputes is established in the South Carolina Supreme Court decision, *Pearson v. Church of God*, 325 S.C. 45, 478 S.E.2d 849 (1996). Essentially, in light of *Jones v. Wolf*, 443 U.S. 595 (1979), the South Carolina court held that under the Establishment Clause of the First Amendment to the U.S. Constitution, courts do not have subject-matter jurisdiction over disputes which strictly involve church laws or doctrine. This restriction, however, does not mean that courts can avert jurisdiction over civil law issues.

Similarly, in *Banks v. St. Matthew Baptist Church*, 391 S.C. 475, 706 S.E.2d 30 (2011), the court recently held that civil courts are mandated to decide issues arising in a church context which do not concern religious doctrine. *See also All Saints Parish Waccamaw v. Protestant Episcopal Church in the Diocese of S.C.*, 385 S.C. 428, 445, 685 S.E.2d 163, 172 (2009) ("The *Pearson* rule establishes that where a civil court can completely resolve a church dispute on neutral principles of law, the First Amendment commands it to do so.").

As pleaded, each of the counterclaims brought against McPherson by Defendants/Counterplaintiffs arise directly from McPherson's personal actions against Defendants. Reviewing the pleadings in a light most favorable to the Defendants/Counterplaintiffs, it is plain that the counterclaims are not directed at the AME

Church, Inc., and do not concern church rules. Further, the counterclaims for defamation, negligent misrepresentation, breach of fiduciary duty, and intentional infliction of emotional distress arise from tortious activities by McPherson against Defendants which caused injury and must be redressed. These claims are governed by neutral principles of South Carolina law. Because this Court can completely resolve each of the counterclaims on neutral principles of law, it must do so within its subject-matter jurisdiction over each claim.

III. EACH COUNTERCLAIM STATES A CLAIM UPON WHICH RELIEF MAY BE GRANTED AND FOR WHICH NO FURTHER DEFINITIVE STATEMENT IS NECESSARY.

A. The Counterclaims For Defamation And Negligent Misrepresentation State Claims Upon Which Relief May Be Granted.

1. Defamation Counterclaim.

Plaintiff/Counterdefendant McPherson seeks to dismiss or amend Defendants/Counterplaintiffs' causes of action against him for defamation and negligent misrepresentation. Yet, under the pleadings rules of South Carolina and the standards for a motion to dismiss, these personal tort claims against McPherson are proper and should be allowed to proceed to a full and complete trial on their merits. In *Cole Vision Corp.*, 2011 WL 2447090, the South Carolina Supreme Court recently reiterated the pleading rules which govern litigation in South Carolina. Specifically, the court stated:

> Such a motion [to dismiss] may not be sustained if the facts alleged and the inferences reasonably deducible therefrom would entitle the plaintiff to any relief on any theory of the case. The question is whether, in the light most

> favorable to the plaintiff and with every doubt resolved in his behalf, the complaint states any valid claim for relief[.]

Id. at *2 (citations omitted).

Under South Carolina law, a party properly states a claim for defamation where it is alleged that the defendant made a false statement; and caused an unprivileged publication of the false statement to a third party which was knowing and improper; and where plaintiff suffered injury as a proximate result of the tort. *Argoe v. Three Rivers Behavioral Health, LLC*, 392 S.C. 462, 710 S.E.2d 67 (2011); *see also Erickson v. Hones St. Publ'r, LLC*, 368 S.C. 444, 629 S.E. 653 (2006).

In this case, the Defendants/Counterplaintiffs' counterclaim for defamation states that McPherson, knowing that the Defendants are members in good standing at Rockford Church, and knowing that the Defendants never stole or improperly removed property from the church, nevertheless knowingly and willfully made false and defamatory statements to third parties about the Defendants' standing in the church and the removal of church property. (*See* Answer & Countercl. ¶ 29 (A)-(G).) Further, the counterclaim for defamation specifically alleges that McPherson made the statements with the malicious intent to force the removal of the Defendants from their chosen place of worship. (*See* Answer & Countercl. ¶29(G).) Finally, Defendants/Counterplaintiffs allege that the defamatory actions taken by McPherson proximately caused injury and harm to them, and the injury included injury to their reputation and good standing in the community.

Additionally, as the court explains in *Banks*, 391 S.C. 475, 706 S.E.2d 30, because the court can determine if the statements made by McPherson are defamatory without looking

at church beliefs, the court has subject-matter jurisdiction to review and rule upon the defamation claims. *Id.* at 482, 706 S.E.2d at 33.

Reviewing the pleadings in a light most favorable to the nonmoving parties, the counterclaim for defamation in the instant case plainly states a claim upon which relief may be granted and complies with the South Carolina Supreme Court's current rule on pleadings. Further, contrary to McPherson's Motion for a More Definite Statement, the counterclaim for defamation is detailed and thorough enough for McPherson to defend. Indeed, prior to the filing of the counterclaim, McPherson falsely testified before the court during the April 2011 hearing on injunctive relief that Defendants had removed church property and personal items of the pastor. (*See* Tr. of Record ["R. Tr."], Apr. 13, 2011, at 20-21, attached hereto as Ex. A.) In addition, McPherson falsely testified before the court that Defendants were disruptive and created an atmosphere of fear in the church. (*See* R. Tr. at 24-27.) Certainly, McPherson is fully aware of the defamatory allegations brought against him at this time.

2. Negligent Misrepresentation Counterclaim.

Likewise, the counterclaim for negligent misrepresentation also properly states a claim upon which relief may be granted and complies with the current South Carolina pleading rules. A party states a claim for negligent misrepresentation where it is alleged that the defendant makes a false statement to plaintiff, and the false statement is made notwithstanding the fact that defendant owes a duty to the plaintiff to communicate truthful information. Additionally, the plaintiff must allege that the defendant breached a duty and

that the plaintiff justifiably relied on the false statement to his or her detriment. *Turner v. Milliman*, 392 S.C. 116, 708 S.E.2d 766 (2011).

Here, the Defendants/Counterplaintiffs properly plead a cause of action for negligent misrepresentation. It is alleged that McPherson, who, as an elder in the church, owes a fiduciary duty to members of the church to speak truthfully, nevertheless, for pecuniary gain, knowingly and negligently, or negligently caused to be made, false and misleading statements to Defendants about their right to practice religion at Rockford Church, as well as false statements that Defendants improperly removed church property. It is further alleged that Defendants justifiably relied on these statements to their detriment. (*See* Answer & Counterclaim ¶ 30(A)-(E).) McPherson's motion to dismiss Defendants/Counterplaintiffs' counterclaim for negligent misrepresentation and/or motion for more definite statement should be denied in their entirety.

B. The Counterclaim For Breach Of Fiduciary Duty States A Claim Upon Which Relief May Be Granted.

Defendants/Counterplaintiffs state in their Twelfth Defense and By Way of Counterclaim that McPherson caused injury to Defendants by breaching his fiduciary duty to Defendants. Specifically, Answer and Counterclaim ¶ 31 states that as the presiding elder of the Abbeville-Greenwood District of the AME Church, McPherson was a trusted and long-standing church official charged with overseeing the Rockford Church. Yet, it is alleged that McPherson breached the trust and loyalty he owed to Defendants and other members of the Rockford Church by demanding that the small, poor church pay exorbitant

fees to the national and district churches so that elders and other church officials could attend conferences and pay for unnecessary expenses. Further, McPherson breached his fiduciary duty to Defendants by failing to provide any assistance to the Defendants or other church members. (Answer & Countercl. ¶ 31(D).)

Under South Carolina law, a fiduciary relationship exists between individuals when one imposes special confidences on others such that that individual must act in good faith and due regard to the interests of the others. *See generally Ex parte Wheeler v. Estate of Green*, 381 S.C. 548, 673 S.E.2d 836 (2009). When this duty is breached and proximate harm occurs, the individual may be liable. *Id.*

The relationship between church elders and the internal operations of the church and its membership raises ecclesiastical issues outside of the jurisdiction of the court. *See Pearson*, 325 S.C. at 52, 478 S.E.2d at 853. Yet, Defendant/Counterplaintiff's counterclaim for breach of fiduciary duty is aimed specifically at McPherson and his individual failure to act in good faith toward Defendants. As stated in *Banks*, where, as in the instant case, the court can adjudicate a church dispute on neutral principles of law, it must do so. 391 S.C. at 480-41, 706 S.E.2d at 33.

For each of the reasons stated, McPherson fails to meet his burden of proof to dismiss Defendants/Counterplaintiffs' counterclaim for breach of fiduciary duty under either Rule 12(b)(1) or Rule 12(b)(6), SCRCP.

C. The Counterclaim For Intentional Infliction of Emotional Distress States a Claim Upon Which Relief May Be Granted.

Under South Carolina law, a tort claim for intentional infliction of emotional distress need not be premised upon a showing of actual physical harm. *Ford v. Hutson*, 276 S.C. 157, 276 S.E.2d 776 (1981). To state a claim for relief for intentional infliction of emotional distress, the plaintiff must show that the defendant intentionally or recklessly caused severe emotional distress and that the actions of the defendant caused plaintiff's emotional distress. *Argoe*, 392 S.C. at 475, 710 S.E.2d at 74.

Taking all well-pleaded facts in a light most favorable to the nonmoving party, Defendants/Counterplaintiffs' counterclaim states a claim upon which relief may be granted. The counterclaim alleges that McPherson's outrageous conduct, including telling lies and untruths about the Defendants to third parties and forcing Defendants to pay unthinkable fees to the national church, caused harm to Defendants. Additionally, the counterclaim states that McPherson's mean-spirited conduct exceeded all bounds of decency, causing both severe and intolerable pain to Defendants. (*See* Answer & Countercl. ¶ 32(A)-(C).)

Further, neutral principles of South Carolina law may be applied by the Court to address whether McPherson's tortious, malicious, and mean-spirited conduct toward the Defendants caused harm as required for intentional infliction of emotional distress. McPherson failed to meet his burden of proof under either Rule 12(b)(1) or Rule 12(b)(6) to dismiss Defendants/Counterplaintiffs' motion to dismiss and/or for a more definitive statement as to their cause of action for intentional infliction of emotional distress.

III. PLAINTIFF'S MOTION TO STRIKE SHOULD BE DENIED AS MERITLESS UNDER RULE 12(f).

Plaintiff seeks to strike Defendants' affirmative defenses to Plaintiff's complaint as being outside the subject-matter jurisdiction of this Court. While Plaintiff presents numerous cases on the scope of Rule 12(f), the gravamen of Plaintiff's motion to strike is the same as his motion to dismiss and his motion for a more definite statement. That is, Plaintiff insists that while his complaint for injunctive relief and declaratory judgment is soundly within the subject-matter jurisdiction of this Court, the defenses and claims brought by Defendants/Counterplaintiffs are outside the subject-matter jurisdiction of this Court.

This Court has already ruled on the subject-matter jurisdiction issues in this case. In the April 26, 2011 order, this Court addressed the leading South Carolina decision on this legal issue, *Pearson*, 325 S.C. 45, 478 S.E.2d 849, discussed above, and ruled on issues related to church property. Many of the property issues raised by the Plaintiff arise under the national AME Church, Inc.'s official policies. Defendants/Counterplaintiffs contend in their affirmative defenses and counterclaim that the personal property and the real property which is the subject of McPherson's claims against Defendants is not the property of the national AME Church, Inc. All property issues, according to the Defendants/Counterplaintiffs, can be resolved under South Carolina law, over which this Court has subject-matter jurisdiction.

The Court's June 29, 2011 order also reflects the court's decision that it has subject-matter jurisdiction to review church property dispute matters and other civil law issues tangentially related to the disputes.

The Establishment Clause of the First Amendment of the U.S. Constitution seeks to prevent decisionmakers "from abandoning neutrality and acting with the intent of promoting a particular point of view in religious matters." *Madison v. Riter*, 355 F.3d 310 (4th Cir. 2003). In *Bell v. Presbyt. Church (U.S.A.)*, 126 F.3d 328 (4th Cir. 1997), in reliance upon recent decisions from the U.S. Supreme Court, the Court held that its subject-matter jurisdiction over church-related disputes should be based on whether the issue is "an ecclesiastical one about 'discipline, faith, internal organization, or ecclesiastical rule, custom or law' . . . or whether it is a case in which we should hold religious organizations liable in civil courts for purely secular disputes between third parties and a particular defendant, albeit a religiously affiliated organization." *Id.* at 330.

Although this Court has not made a specific ruling on its subject-matter jurisdiction, if the Court deems it has subject-matter jurisdiction over the property disputes in this case, it has subject matter-jurisdiction over the defenses and related claims raised by Defendants/Counterplaintiffs, all of which arise out of the same actions and occurrences. If this Court ultimately concludes, as Defendants/Counterplaintiffs contend in their motion to dismiss, that this Court does not have subject-matter jurisdiction under *Pearson*, all claims must be dismissed with prejudice.

CONCLUSION

For each of the reasons stated herein, Defendants/Counterplaintiffs respectfully request this Court to deny in their entirety Plaintiff's Motion to Dismiss Counterclaims,

Plaintiff's Motion for a More Definite Statement, and Plaintiff's Motion to Strike Defenses, and for Defendants/Counterplaintiffs' costs and attorney's fees in defending against these meritless motions, and for whatever additional relief the Court deems just and proper at this time.

Greenwood, South Carolina

July 29, 2011

Respectfully submitted,
WATSON LAW FIRM, P.A.

By: _____

Marvin R. Watson, Esquire
333 Main Street
Post Office Drawer 799
Greenwood, SC 29648
Telephone: (864) 229-2569
Facsimile: (864) 229-1819

Attorney for Defendants

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McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2011-CP-35-34

MOTION TO GRANT SUMMARY JUDGMENT AS TO PLAINTIFF'S REQUEST FOR DECLARATORY JUDGMENT

Plaintiff, pursuant to Rule 56 of the South Carolina Rule of Civil Procedure moves for an Order granting his request for a declaratory judgment. That Plaintiff respectfully request that this court issue an Order granting summary judgment as to Plaintiff's request for declaratory judgment on the basis that Rockford African Methodist Episcopal (A.M.E.) Church is a member of a larger hierarchical or connectional church. Further, Defendants are listed as "Left Without Certificate" on the church roll.

Specifically the grounds for this Motion are as follows:

(1). That Rockford A.M.E. Church is located in McCormick County, South Carolina.

(2). That Rockford A.M.E Church has been affiliated with the African Methodist Episcopal (A.M.E.), Church, Inc. since its existence.

(3). That the Connectional A.M.E. Church has in the past and continues to assign pastors to Rockford A.M.E. Church.

(4). That Rockford A.M.E. Church pays an assessment to the Connectional A.M.E. Church.

(5). That Defendants were removed from the church roll of Rockford A.M.E. Church and are listed as "Left Without Certificate."

(6). That the A.M.E. Church is hierarchical or connectional in nature. That the local church is subject to the authority and government of the larger Connectional A.M.E. Church.

(7). That the Book of Discipline of the A.M.E. Church states that all church property, both real and personal, belong to the National Connectional African Methodist Episcopal Church, Inc.

(8). That there is no genuine fact and Plaintiff is entitled to a declaratory judgment.

(9). That Plaintiff is entitled to a declaratory judgment stating that all property of the Rockford African Methodist Episcopal Church is held in Trust by the Trustees of Rockford African Methodist Episcopal Church on behalf of the African Methodist Episcopal Church, Inc. and that the African Methodist Episcopal Church is the true owner of both the real and personal property of Rockford African Methodist Episcopal Church. That Plaintiff is entitled to a declaratory judgment stating Plaintiff is entitled to all property of the Rockford African Methodist Episcopal Church. That Plaintiff is entitled to a declaratory judgment stating that Rockford African Methodist Episcopal Church is affiliated with the African Methodist Episcopal Church.

That this motion is based on the applicable rules, statues and case law and any memorandum of law to be submitted at or before the hearing on this matter, as well as any additional affidavits or supplemental memorandum which may be filled with this court at or prior to a hearing.

In support of its Motion, Plaintiff would rely on its verified complaint and case law of the United States and the State of South Carolina.

For these reasons, Plaintiff moves for an Order of this court granting his motion for Summary Judgment.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina

7th, 2011

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

2011-CP-35-34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

AMENDED MOTION TO GRANT SUMMARY JUDGMENT

Plaintiff, pursuant to Rule 56 of the South Carolina Rule of Civil Procedure moves for an Order granting his request for a declaratory judgment and summarily dismissing Defendants counterclaims of defamation, negligent misrepresentation, intentional infliction of emotional distress and breach of fiduciary duty.

Specifically the grounds for this Motion are as follows:

DECLARATORY JUDGMENT

(1). That Defendants are former members and officers of Rockford AME Church and are listed as left without certificate.

(2). That Rockford A.M.E Church has been affiliated with the African Methodist Episcopal (A.M.E.), Church, Inc. since its existence.

(3). That the connectional A.M.E. Church has always in the past assigned pastors to Rockford A.M.E. Church.

(4). That Rockford A.M.E. Church paid an assessment to the connectional A.M.E. Church.

(5). That Rockford AME Church participated and was enrolled as a member of the AME Church, Inc. connection.

(6). That the A.M.E. Church is hierarchical or connectional in nature. That the local church is subject to the authority and government of the larger connectional A.M.E. Church.

(7). That the Book of Discipline of the A.M.E. Church states that all church property, both real and personal, belong to the national connectional African Methodist Episcopal Church, Inc.

(8). That there is no genuine issue of fact and Plaintiff is entitled to a declaratory judgment stating that all property of the Rockford African Methodist Episcopal Church is held in Trust by the Trustees of Rockford African Methodist Episcopal Church on behalf of the African Methodist Episcopal Church, Inc. and that the African Methodist Episcopal Church is the true owner of both the real and personal property of Rockford African Methodist Episcopal Church. That Plaintiff is entitled to a declaratory judgment stating Plaintiff is entitled to all property of the Rockford African Methodist Episcopal Church, both real and personal. That Plaintiff is entitled to a declaratory judgment stating that Rockford African Methodist Episcopal Church is affiliated with the African Methodist Episcopal Church.

COUNTERCLAIMS
Defamation, negligent misrepresentation,
intentional infliction of emotional distress,
and breach of fiduciary duty

(9). That Defendants informed the pastor of Rockford A.M.E Church that they no longer wished to be associated with the African Methodist Episcopal Church and Rockford A.M.E. Church.

(10). That Plaintiff accepted Defendants decision to leave the African Methodist Episcopal Church and Rockford A.M.E. Church.

(11). That truth is a bar to recovery in defamation cases.

(12). The Plaintiff did not at anytime communicate to a third party that Defendants no longer wished to be affiliated with Rockford AME Church; that Defendants wrongfully removed church property; that Defendants no longer wanted to remain affiliated with Rockford AME Church; and that Defendants left Rockford AME Church.

(13). That if there was an utterance by Plaintiff it was reasonably related to and arose out of the present judicial proceeding.

(14). That allegations or statements contained in the pleadings are privileged communications.

(15). That Defendants have not sustained damages pursuant to their counterclaim of defamation.

(16). That Defendants reputation has not been damaged.

(17).That this court cannot hear the Defendants counterclaims of negligent misrepresentation, breach of fiduciary duty, and intentional infliction of emotional distress as this court lacks subject matter jurisdiction to hear matters regarding religious law, doctrine, discipline, nature, extent or administration of a particular religion or the African Methodist Episcopal Church, Inc.

(18). That Defendants counterclaims require this court to substitute its judgment for the African Methodist Episcopal Church.

(19). That this court must accept the decision of the Plaintiff as final and binding.

(20). That Plaintiff is entitled to Summary Judgment as to Defendants counterclaims of defamation, negligent misrepresentation, breach of fiduciary duty and intentional infliction of emotional distress.

That this motion is based on the applicable rules, statues and case law and any memorandum of law to be submitted at or before the hearing on this matter, as well as any additional affidavits or supplemental memorandum which may be filled with this court at or prior to a hearing.

In support of its Motion, Plaintiff would rely on its verified complaint and case law of the United States and the State of South Carolina.

For these reasons, Plaintiff moves for an Order of this court granting his motion for Summary Judgment.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
5-25, 2012

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STATE OF SOUTH CAROLINA
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IN THE COURT OF COMMON

COUNTY OF MCCORMICK

ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Elder McPherson,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2011-CP-35-34

PLAINTIFF'S AMENDED MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION TO GRANT SUMMARY JUDGMENT AS TO PLAINTIFF'S REQUEST FOR DECLARATORY JUDGMENT

The Court should grant a declaratory judgment in relation to the church property in controversy, and dismiss the defendants' counterclaims of defamation and negligent misrepresentation. Elder McPherson did not publish any defamatory statements of and concerning the defendants and did not make a tortuous statement to the defendants.

A. Declaratory Judgment

The Court should grant the Plaintiff a declaratory judgment stating that all property of the Rockford A.M.E. Church is held in Trust by the Trustees of Rockford A.M.E. on behalf of the A.M.E. Church, Inc., and that the A.M.E. Church is the true owner of both real and personal property of Rockford A.M.E.. In determining ownership of church property in a hierarchical or connectional church using the Neutral Principles

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

The Constitution of the denomination is an indication as to whether the local church consented to the provisions found within the Book of Discipline. The Court in *Jones v. Wolf* stated, "the neutral principles method...requires a civil court to examine certain religious documents, such as a church constitution, for language of a trust in favor of the general conference." *Jones v. Wolf,* 443 U.S. 595, 604 (1979). "In undertaking an examination of religious documents, such as a church constitution a civil court must take special care to scrutinize the documents in purely secular terms, and not rely on religious precepts in determining whether the document indicates that the parties are intended to create a trust." *Pearson v. Church of God,* 478 S.E. 2nd at 849, 852. (S.C. 1996). However, courts should not be limited to constitutions of ecclesiastical organizations as to whether the parties consented to the government of the national church. ....Courts should review not only the denominations polity, but all relevant documents and circumstances, including From The Hearts charter and by-laws, the Religious Corporation Law, the relations and correspondence between the parties, the deposition

testimony..., and all relevant documents in the record." *From The Heart Church Ministries, Inc. v. Philadelphia Baltimore Annual Conference,* 964 A.2d 215, 229 (Md. App. 2009).

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

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

The Book of Discipline of the African Methodist Episcopal Church, 55 (2008). It is clear that Rockford Church A.M.E. Church fully used the name of the A.M.E. Church. Church correspondence incorporated and used the A.M.E. name which was also placed on the sign in front of the church.

Further, the local church used the customs and polity of the A.M.E. Church. The local church herein recites the "Apostles' Creed" at each A.M.E. Service which is unique

to the African Methodist Episcopal Church.

The local church herein accepted ministers appointed by the Bishop of the 7th Episcopal District or the annual conference of the A.M.E. Church, Inc. All pastors of Rockford A.M.E. Church were appointed by either the bishop or the annual conference and were all A.M.E. pastors with the exception of the current pastor.

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

Finally the local church was enrolled and participated in quarterly and annual conferences. Records indicate that the church provided representatives to the quarterly and annual conferences. In fact, each church must make a report at the quarterly and annual conferences.

Also, the courts should determine whether the language in the Discipline intended the property to be controlled by the national church upon withdrawal. *From The Heart*, 964 A.2d 215, 234 (Md. App. 2009). The Supreme Court in *Jones v. Wolf* stated, "...the parties can ensure...that the faction loyal to the hierarchical church will retain church property. They can modify the deeds or the corporate charter to include a right of reversion or trust in favor of the general church. Alternatively, the Constitution can be made to recite an express trust in favor of the denominational church. And the civil courts shall be bound to give effect to the result indicated by the parties...." *Jones v. Wolf*, 443 U.S. 595, 606 (1979).

The inclusion of an express trust in the Book of Discipline requiring trustees to hold property in trust for the African Methodist Episcopal Church, Inc. creates a valid

and enforceable trust. The Constitution of the A.M.E. Church is the Book of Discipline which states:

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

The Book of Discipline of the African Methodist Episcopal Church, 55 (2008). Further, members of a hierarchical or connectional church have obligations to the connectional church. The Court in *Pearson v. Church of God* stated:

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

Pearson v. Church of God, 478 S.E. 2nd at 849, 852. (S.C. 1996). As full participants and members of the African Methodist Episcopal Church they were required to adhere to the Book of Discipline when transferring property. The Constitution i.e. The Book of Discipline states, "The Board of Trustees, duly elected by the local church as provided by *The Book of Discipline of the African Methodist Episcopal Church*, may take such steps to purchase, mortgage, sell, transfer and convey real and personal property, PROVIDED that such transfer has been duly approved by the resolution in Quarterly Conference of the said church, and also by the trustees of the Annual Conference in which the property is located, and of which the presiding bishop is president.

A trust does not fail for lack of a writing. Pursuant to *S.C. Code § 62-7-407*, evidence of a trust instrument is not required to show a trust. The South Carolina

legislature has recognized the existence of an oral trust. *S.C. Code § 62-7-407*(2006). However, in this case, there is a writing provided in The Book of Discipline. *The Book of Discipline of the African Methodist Episcopal Church* provides a form deed with requisite trust language providing for a trust that holds local church property for the A.M.E. Church, Inc.

B. Defamation

This Court should find that Elder McPherson did not defame the defendants. The elements of a cause of action for defamation include: (1) a false and defamatory statement concerning another; (2) an unprivileged communication to a third party, (3) fault on the part of the publisher, and (4) either the actionability of the statement irrespective of special harm or the existence of special harm caused by the publication. *Boone v. Sunbelt Newspapers Inc.,* S.E.2d 732, 737 (S.C. Ct. App. 2001). In addition to being defamatory, the statement must also be false. *Id.* In the instant case, the defendants alleged that Mr. McPherson made false and misleading representations to third parties about the defendant's right to practice religion at Rockford Church, and that the defendants wrongfully removed church property from Rockford Church.

1. Publication

The South Carolina Court of Appeals addressed the issue of publication in *Williams v. Lancaster County School Dist.*. In that case, The Williamses alleged Dr. Jordan accused Phillip Williams of adultery. Phillip Williams testified that he had no knowledge as to whether Dr. Jordan discussed a purported affair involving Phillip, that Williams' lack of knowledge as to how any rumor was started involving himself and an adulterous relationship, and that he was unable to testify as to any employee in the

District saying that he had an affair. *Williams v. Lancaster County School Dist.*, 631 S.E.2d 286, 292 (S.C. Ct. App. 2006). The Court found that the Williamses slander claim failed as a matter of law as they could not establish the publication of any defamatory statement by Dr. Jordan. The Court affirmed the trial courts summary judgment for the defamation claim in favor of the school district. *Id.* The Court in the present case should reach the same result. Defendant Phillips states that she does not know of anyone in the community that Elder McPherson published defamatory statements to. (Phillips Dep. 23: 17-22. March 21, 2012). Defendant Frank Mattison stated the same in his deposition. (Mattison Dep. 13: 1-5. March 21, 2012). Defendant Banks stated the same in his deposition. (Banks Dep. 31: 1-23. March 21, 2012). Defendant Phillips has no evidence that Elder McPherson communicated a defamatory statement to anyone in the community about her. (Phillips Dep. 29: 8-13. March 21, 2012). Defendant Robinson communicated that she does not know for sure that Elder McPherson made defamatory statements about her. (Robinson Dep. 18: 7-9. March 21, 2012). Lastly, Defendant Naomi Mattison also does not know of anyone that Elder McPherson published the alleged defamatory statements to. (Mattison Dep. 22: 20-23. March 21, 2012.) Therefore, the Court herein should find that there has not been any publication in this case as defendants cannot prove any publication by Elder McPherson to support their counterclaim. The defamation claims made by defendants fail as a matter of law.

2. Privilege

Statements made by Elder McPherson of and concerning the Defendants in the pleadings are absolutely privileged because the statements were set out in the pleadings. Privileged communications are either absolute or qualified. When a

communication is absolutely privileged, no action lies for it's publication, no matter the circumstances under which it is published. *Pond Place Partners, Inc. v. Poole,* 567 S.E.2d 881, 892. (S.C. Ct. App. 2002). South Carolina Courts have long recognized that relevant pleadings, even if defamatory, are absolutely privileged. *Id.* at 893. Defendant Phillips in this case stated that the alleged defamation stems from a statement made in Court by Elder McPherson. (Phillips Dep. 22: 18-24, . March 21, 2012). The Court in the present should find that because the alleged defamatory statements that the defendants are claiming to exist are published in pleadings, and in Court, the statements are absolutely privileged and do not give rise to defamation.

Moreover, the alleged defamatory statements are qualifiedly privileged as well. In *Murray v. Holnam Inc.,* the Court said " . . . [O]ne who publishes a defamatory matter concerning another is not liable for the publication if: (1) the matter is published upon an occasion that makes it conditionally privileged, and (2) the privilege is not abused. *Murray v. Holnam Inc.* 542 S.E.2d 743, 748 (S.C. Ct. App 2001). The South Carolina Court in *Bell* stated:

> In determining whether or not the communication was qualifiedly privileged, regard must be had to the occasion and to the relationship of the parties. When one has an interest in the subject matter of a communication, and the person(s) to whom it was made has a corresponding interest, every communication honestly made, in order to protect such common interest is privileged by reason of the communication. The statement however, must be such as the occasion warrants, and must be made in good faith to protect the interests of the one who makes it and the persons to whom it is addressed.

Bell v. Bank of Abbeville, 208 S.C. 490 (1946). This issue was addressed in *Murray v. Holnam Inc.*. In that case, Murray brought suit for slander over

statements made to employees during a company meeting stating that Murray was terminated for misappropriating or misusing company property. *Murray v. Holnam Inc.* 542 S.E.2d 743, 747 (S.C. Ct. App 2001). The Court in *Murray* found that the statements were protected by qualified privilege as they were made in good faith and in the usual course of business. The Court in the instant case should reach a similar decision. Any statements by Elder McPherson that are of or concerning the defendants were made in good faith; by one has an interest in the subject matter of the communication. Elder McPherson has an interest in the subject matter of the communication because he is the presiding Elder of the Greenwood-Abbeville District of the A.M.E. Church.

3. Truth as a defense

If this Court decides to adjudicate over the defamation, truth is readily provable. The truth of the matter published is . . . a complete defense to an action based on defamation. *Ross v. Columbia Newspapers,* 221 S.E.2d 770, 772 (S.C. 1976). The defendants in the present disassociated themselves from the A.M.E. Church and are no longer members. The defendants relieved themselves of any of the rights, privileges, and responsibilities of the A.M.E. Church. The Defendants have been removed from the roll of the church and are listed as, "left without certificate." It is the trial court's function to determine initially whether a communication is reasonably capable of defamatory meaning. *Parrish v. Allison,* 656 S.E.2d 382, 389 (S.C. Ct. App. 2007). A motion for summary judgment should be granted if the court determines the publication is incapable of defamatory meaning. *Boone v. Sunbelt Newspapers Inc.,* S.E.2d 732, 738 (S.C. Ct. App. 2001). The Court here should find truth in any statement in relation to the A.M.E.

Church, a lack of defamatory statements, and award summary judgment in favor of Elder McPherson.

4. Compensable damages

Even if this Court were to open the defamation issue, the Court should find that the defendants suffered no special damages as a result of the alleged defamation and further that the defendants' claims are not compensable. A Court must determine whether the statements are slander or libel, then decide whether the statements are actionable per se or not. *Parrish v. Allison,* 656 S.E.2d 382, 389 (S.C. Ct. App. 2007) (citations omitted). If a statement is not per se actionable, the plaintiff must plead and show special damages. *Holtzscheiter v. Thompson Newspapers, Inc.,* 506 S.E. 2d 497 (S.C. 1998) (citations omitted). South Carolina created distinctions in libel in the form of *per se* and libel *pro quod.* A libel *per se* is one which is actionable on its face. A *per quod* libel, however, is one which is not actionable on its face, but becomes so by reason of the peculiar situation or occasion upon which the words are spoken or written. *Id.* at 510. If a statement were libelous *per quod,* the plaintiff would have to present evidence of special damages. *Id.* Special damages are . . . tangible losses or injury to the plaintiffs property, business, occupation or profession, which are capable of being assed monetarily and which result from injury to the plaintiff's reputation. *Kennedy v. Goodwin,* 552 S.E.2d 319, 327 (S.C. Ct. App. 2001). Slander is actionable *per se* only if it charges the plaintiff with one of five types of acts or characteristics: (1) crimes of moral turpitude; (2) contraction of loathsome disease; (3) adultery; (4) unchastity; (5) unfitness in one's business or profession. *Parrish v. Allison,* 656 S.E.2d 382, 388 (S.C. Ct. App. 2007). In the present case, the defendants counterclaim is not actionable on its face, nor did the

defendants allege any of the requisite acts or characteristics to give rise to special damages. The defendants alleged defamatory statements, but failed to plead particular facts underlying the cause of action giving rise to special damages. The defendants, in their counterclaim, did not allege any defamatory statements made by Elder McPherson that were of or concerning any defendant and relating to moral turpitude, loathsome disease, adultery, unchastity, or unfitness in business. Therefore, the defendants' defamation claim should be dismissed due to a lack of special damages.

C. Negligent Misrepresentation

The court should find that plaintiff has not made a tortuious communication to defendants herein and as such the claim of negligent misrepresentation should be summarily dismissed. To establish liability for negligent misrepresentation, the plaintiff must show: (1) the defendant made false misrepresentations to the plaintiff; (2) the defendant has a pecuniary interest in making the representation; (3) the defendant owed a duty of care to see that he communicated truthful information to the plaintiff; (4) the defendant breached that duty by failing to exercise due care; (5) the plaintiff justifiably relied on the representation; and (6) the plaintiff suffered a pecuniary loss as the proximate result of his reliance upon the representation. *Carolina Chloride, Inc., v. Richland County,* 714 S.E.2d 869, 873 (S.C. 2011).

In the present case, Elder McPherson never advised defendants that they were not longer members of the AME Church with the exception of the pleadings. The parties herein have never discussed the status of their membership with the plaintiff. Further, the plaintiff has never advised the defendants that they removed church property form the premises of Rockford AME Church. The plaintiff filed a motion for contempt alleging

that AME literature was removed from the church, but never communicated such to the parties herein.

Plaintiff has not made a false representation to defendants. The claim for negligent misrepresentation is not actionable in this instance because the defendants removed books and materials from the premises of Rockford AME Church and as such is truthful. Also, defendants herein did not suffer a pecuniary loss as a result of their reliance on statements allegedly attributable to plaintiff. All of the defendants with the exception of Defendant Mattison claimed that they did not suffer any damages, although she has yet to produce any evidence of any damages.

Therefore, for these reasons, the Plaintiff's Motion for Summary Judgment should be granted in accordance with the South Carolina Rules of Procedure, and the statutory and common laws of the State of South Carolina.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
8-28, 2012

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McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA **COUNTY OF MCCORMICK**	**IN THE COURT OF COMMON PLEAS** **ELEVENTH JUDICIAL CIRCUIT**
SAMUEL L. McPHERSON, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, **Plaintiff,** **vs.** **HENRY BANKS, MARY ROBINSON, DELOIS PHILLIPS, NAOMI MATTISON, AND FRANK MATTISON,** **Defendants.**	**2011-CP-35-34** **DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AS TO PLAINTIFF'S REQUEST FOR DECLARATORY JUDGMENT**

Defendants Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison (hereinafter referred to collectively as the "Defendants"), respond in opposition to Plaintiff Samuel L. McPherson's ("McPherson") motion for summary judgment as to his complaint for declaratory judgment. Under Rule 56(c), SCRCP, summary judgment as to requests for declaratory judgment may not be granted where, as McPherson concedes, there exist genuine issues of material fact on the issues before the court and judgment is not proper as a matter of law. In addition, under South Carolina law, summary judgment is not proper where discovery has not taken place and the parties have not had a reasonable opportunity to develop the material facts in the case.

A TRUE COPY
Clerk of Court, McCormick County
By:

STATEMENT OF FACTS

Defendants are all current and active members of the Rockford African Methodist Episcopal Church ("Rockford Church"), which is located in McCormick County, South Carolina. Rockford Church was affiliated with the national African Methodist Episcopal Church, Inc. ("AME Church, Inc."). Plaintiff Samuel L. McPherson ("McPherson") is an elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church. In 2010, a dispute arose between the members of the Rockford Church and the national AME Church, Inc., regarding the national church's demands and relationship with Rockford Church. Rockford Church specifically objects to the national AME Church, Inc.'s demand for money from Rockford Church and other poor rural churches, which the churches cannot afford to pay, as well as the national AME's Church, Inc.'s failure to provide support or assistance to Rockford Church. McPherson was informed about Rockford Church's needs and its inability to meet the unreasonable demands of AME Church, Inc. (*See* Aff. of Naomi Mattison, attached hereto as Ex. A; Aff. of Delois Phillips, attached hereto as Ex. B; Aff. of Twyler F. Johnson, attached hereto as Ex. C.) Yet, McPherson did nothing to assist Rockford Church. (*See* Exs. A, B, C.)

The AME Church, Inc.'s lack of support and assistance to the Rockford Church was most apparent by the AME Church, Inc.'s failure to assist Rockford Church in making basic structural repairs to the physical church property. In part because the AME Church, Inc., made no effort to keep the Rockford Church from literally falling down, which eventually will force the members of Rockford Church to worship elsewhere, the deed to the Rockford

Church property was transferred in 2010 from the Trustees for Rockford AME Church to Rockford Church. (*See* Title to Real Estate & Aff., attached hereto as Ex. D.) The deed transfer to the Rockford Church is duly recorded in Book 232 of Deeds, in the Auditor's Office of McCormick City, South Carolina. (*See* Ex. D.)

Additionally, beginning more than 15 years ago, members of Rockford Church made special inter vivos gifts to Rockford Church, which monies were specifically earmarked for and were only intended to be used to make the necessary repairs and improvements to Rockford Church, their longtime place of worship, and to eventually build a new church. (*See* Exs. A, B, C; *see also* Aff. of Mamie Banks, attached hereto as Ex. E; Aff. of Henry Banks, attached hereto as Ex. F.) Again, these are the basic repairs and improvements that the parent AME Church, Inc., refused to make. The building-fund monies were raised by members of the Rockford Church at special building-fund events including the Wall Rally. (*See* Exs. E, F.) Other special donations to the building fund were made by members of Rockford Church in memory of a family member. Again, these funds were intended for the exclusive purpose of the Rockford Church Building Fund and were never intended to be used for church operations. (*See* Ex. A.)

Despite the AME Church, Inc.'s failure to address or even assist in the basic needs of the Rockford Church, McPherson filed a complaint for injunctive and declaratory relief against certain members of the Rockford Church. The complaint seeks a declaration from the court that Defendants are not members of the Rockford Church and that all property of Rockford Church is held in trust by the Trustees for Rockford AME Church on behalf of the

AME Church, Inc. In addition, McPherson seeks a declaration that AME Church, Inc., is the true owner of the real and personal property of the Rockford AME Church. (*See* Compl. ¶ 16.)

As to the requests for injunctive relief, after a hearing on April 13, 2011, this Court ordered Defendants to return all church property in their possession and control to the Pastor of Rockford Church, and to restore the sign outside the Church to its original state. Rejecting McPherson's request that Defendants be banned from the church, the Court ordered that Defendants be permitted to enter the church property. On June 29, 2011, in response to McPherson's contempt claim, the court found that Defendants were not in contempt of the April 2001 order. Further, the court requested that the balance of the funds for the disputed building fund, $114,875.18, which were previously placed in a certificate of deposit, be held in trust by the Clerk of Court of McCormick County.

At this time, Defendants have just completed their first set of interrogatories and first request for production of documents on the substantive issues in Plaintiff's declaratory judgment action. These documents will be served on Plaintiff immediately. No depositions have been taken to date. Yet, immediately after the Court's June 29, 2011 order was filed, McPherson filed a motion for summary judgment on his declaratory judgment claim in the original complaint without allowing any opportunity for Defendants to engage in any discovery of the material facts in the complaint.

ARGUMENT

I. STANDARD OF REVIEW.

Rule 56(c), SCRCP, states that summary judgment is available only where "the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits . . . , show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Even where certain facts are not in dispute but the conclusions to be drawn from the facts are in dispute, summary judgment must be denied. *Quail Hill, LLC v. County of Richland*, 387 S.C. 223, 692 S.E.2d 499 (2010). In ruling on a motion for summary judgment, it is axiomatic that the court construe all questions of fact and ambiguities in the record against the moving party, McPherson in this case, and in a light most favorable to the defendants. *Hatchell v. Jackson*, 290 S.C. 256, 349 S.E.2d 407 (1986). Summary judgment under South Carolina law is considered a "drastic remedy" and should not be invoked if to do so would improperly preclude a party from a trial on disputed issues of fact. *Mulherin-Howell v. Cobb*, 362 S.C. 588, 609 S.E.2d 587 (2005); *Conner v. City of Forest Acres*, 348 S.C. 454, 560 S.E.2d 606 (2002).

In the instant case, as demonstrated in detail below, genuine issues of material fact exist in the affidavit testimonies regarding the ownership of Rockford Church's real and personal property. These factual disputes preclude summary judgment at this stage. In addition, South Carolina courts have consistently stressed that summary judgment is not proper where the parties have not had an opportunity to engage in discovery to develop the material issues of fact. *McNight v. S.C. Dep't of Corr.*, 385 S.C. 380, 684 S.E.2d 566 (2009)

(holding that summary judgment is not proper when further review of the facts is necessary to clarify the application of the law); *see also Englert, Inc. v. LeafGuard USA, Inc.*, 377 S.C. 129, 659 S.E.2d 496 (2008). In *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003) (reh'g denied), the court specifically held that "[s]ummary judgment is a drastic remedy and must not be granted until the opposing party has had a full and fair opportunity to complete discovery." *Id.* at 69, 580 S.E.2d at 439.

Plaintiff's motion for summary judgment was filed one day after the court denied Plaintiff's contempt of court motion arising from Plaintiff's request for injunctive relief. Because the parties' attention has been focused on Plaintiff's injunctive relief actions, discovery has not taken place to clarify material facts relevant to Plaintiff's declaratory judgment action. Defendants will immediately serve on Plaintiff the Defendants' First Set of Interrogatories and Defendants' First Request for Production of Documents. Both parties are entitled to engage in discovery on the material issues in the case, including the substantive property issues in this case. Until discovery has been satisfactorily pursued, South Carolina law is clear that summary judgment is not appropriate and must be denied.

II. PLAINTIFF IS NOT ENTITLED TO SUMMARY JUDGMENT AS A MATTER OF LAW.

A. This Court Lacks Subject-Matter Jurisdiction.

Plaintiff seeks summary judgment and a declaratory judgment by this Court that Rockford Church is affiliated with the AME Church, Inc. Plaintiff's declaratory judgment issues concerning property ownership are secondary to and arise out of this fundamental

issue. Therefore, the gravamen of Plaintiff's complaint for declaratory judgment, that is, whether Rockford Church is affiliated with the national AME Church, Inc., is strictly an ecclesiastical issue over which this Court has no subject-matter jurisdiction under the Establishment Clause of the U.S. Constitution. For this reason alone, summary judgment should be denied in its entirety, and Plaintiff's complaint for declaratory relief should be dismissed with prejudice.

Importantly, McPherson himself argues in his motion to dismiss the counterclaims, which motion was filed on the same day as the pending motion for summary judgment, that "the court does not have jurisdiction to determine ones [sic] status with the church." (*See* Pl.'s Mem. Supp. Mot. to Dismiss 2.) Quoting *Pearson v. Church of God*, 325 S.C. 45, 53, 478 S.E.2d 849, 853 (1996), McPherson admits in his motion to dismiss that "'it would not be proper for a trial court . . . to determine whether the church acted consistently with its religious laws and doctrines, its system of discipline and administration . . . that would be a quintessentially ecclesiastical matter . . . a court cannot exercise jurisdiction [sic].'" (*See* Pl.'s Mem. Supp. Mot. to Dismiss 3.) Likewise, Defendants, in their earlier motion to dismiss, cited the recent decision by the South Carolina Court of Appeals, *Banks v. St. Matthew Baptist Church*, 391 S.C. 475, 706 S.E.2d 30 (2011), where the court specifically held:

> [W]hen a civil court is presented an issue that is a question of religious law or doctrine masquerading as a dispute over church property or corporate control, it must defer to the decisions of the proper church judicatories to the extent it concerns religious or doctrinal issues. *Id.* (citing *Serbian E. Orthodox Diocese,* 426 U.S. at 709, 96 S.Ct. 2372 (finding the controversy before the Court "essentially involve[d] not a church property dispute, but a religious dispute the resolution of which . . . is for ecclesiastical and not civil tribunals")). "'[W]henever the questions of discipline, or of faith, or ecclesiastical rule,

> custom, or law have been decided by the highest of these church judicatories to which the matter has been carried, the legal tribunals must accept such decisions as final, and as binding on them, in their application to the case before them.'" *Pearson,* 325 S.C. at 49, 478 S.E.2d at 851 (quoting *Serbian E. Orthodox Diocese,* 426 U.S. at 710, 96 S.Ct. 2372).

Id. at 481, 706 S.E.2d at 33.

McPherson's complaint arises from a dispute between the Defendants and the AME Church, Inc., over membership issues and the relationship between Rockford Church and the national church organization. The resolution of these disputes can be determined only by ecclesiastical doctrine. Therefore, the complaint should be dismissed for lack of subject-matter jurisdiction. The so-called property issues arise solely from the resolution of McPherson's fundamental ecclesiastical issues.

B. To The Extent The Declaratory Judgment Seeks A Resolution Of A Civil Property Dispute, Genuine Issues of Material Fact Exist And Summary Judgment Fails As A Matter of Law Under The Neutral Principles Of Law.

1. The Neutral-Principles-of-Law Approach to Church Property Disputes.

If this Court concludes that it has subject matter jurisdiction over the declaratory judgment dispute, it must apply the "neutral-principles" approach to determining the church property disputes in this case, as that principle was decided and enunciated by the United States Supreme Court in *Jones v. Wolf*, 443 U.S. 595 (1979). Under *Jones*, the U.S. Supreme Court further modified and clearly declined to follow its earlier "rule-of-compulsory-deference" theory enunciated in *Watson v. Jones*, 80 U.S. 679 (1871), the case

McPherson inexplicably and improperly relies upon to support his motion for summary judgment.[1]

In *Jones*, the Supreme Court stated that in determining church property issues, "a State is constitutionally entitled to adopt neutral principles of law as a means of adjudicating a church property dispute." 443 U.S. at 596. Further, in distinguishing the neutral-principles-of-law approach from the Court's earlier "compulsory deference" approach espoused in the 19th century *Watson* decision, the *Jones* Court stated:

> The primary advantages of the neutral-principles approach are that it is completely secular in operation, and yet flexible enough to accommodate all forms of religious organization and polity. The method relies exclusively on objective, well-established concepts of trust and property law familiar to lawyers and judges. It thereby promises to free civil courts completely from entanglement in questions of religious doctrine, polity, and practice. Furthermore, the neutral-principles analysis shares the peculiar genius of private-law systems in general—flexibility in ordering private rights and obligations to reflect the intentions of the parties. Through appropriate reversionary clauses and trust provisions, religious societies can specify what is to happen to church property in the event of a particular contingency, or what religious body will determine the ownership in the event of a schism or doctrinal controversy. In this manner, a religious organization can ensure that a dispute over the ownership of church property will be resolved in accord with the desires of the members.

Id. at 603-04.

After the *Jones* decision, States were allowed to adopt either the neutral-principles approach or the compulsory-deference approach. South Carolina, in *Pearson*, 325 S.C. 45,

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[1]The Supreme Court first substantially modified its *Watson* decision in *Presbyt. Church in the U.S. v. Mary Elizabeth Blue Hull Mem. Presbyt. Church*, 393 U.S. 440 (1969), by holding that the First Amendment requires courts to apply general civil law applicable to all property disputes, where available, to property disputes, but the First Amendment is jeopardized when "church property litigation is made to turn on the resolution by civil courts of controversies over religious doctrine and practice." *Id.* at 449.

478 S.E.2d 849, explicitly adopted the *Jones* neutral-principles approach in resolving civil law matters in the context of a church dispute. Again, McPherson blatantly fails to acknowledge South Carolina law on this issue. The cases relied upon by McPherson, *Watson* and *Bramlett v. Young*, 229 S.C. 519, 93 S.E.2d 875 (1996), follow the compulsory-deference approach, which has been rejected by the South Carolina courts. As explained above, South Carolina courts follows the neutral-principles approach to resolving church property disputes.[2] The legal premise of McPherson's motion for summary judgment is flawed, and his motion should be denied for this reason.

More recently, in *Banks*, 391 S.C. 475, 706 S.E.2d 30, the court recognized that South Carolina courts must follow the neutral-principles of law approach when resolving church property issues. The court stated:

> The South Carolina Supreme Court has determined that when resolving church disputes, South Carolina courts apply the "neutral principles of law approach." *See id.* at 442, 685 S.E.2d at 171; *Pearson v. Church of God,* 325 S.C. 45, 478 S.E.2d 849 (1996); *see also Jones v. Wolf,* 443 U.S. 595, 602–04, 99 S.Ct. 3020, 61 L.Ed.2d 775 (1979) (holding a state is constitutionally entitled to adopt the neutral principles of law approach as a means of adjudicating church disputes). "This method 'relies exclusively on objective, well-established concepts of trust and property law familiar to lawyers and judges. It thereby promises to free civil courts completely from entanglement in questions of religious doctrine, polity, and practice.'" *All Saints Parish Waccamaw,* 385 S.C. at 444, 685 S.E.2d at 172 (quoting *Jones,* 443 U.S at 603, 99 S.Ct. 3020). "[T]he neutral principles of law approach permits the application of property, corporate, and other forms of law to church disputes." *Id.*

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[2]McPherson improperly cites *Tuberville v. Mann*, 265 S.E.2d 821 (1943), which is not a case. It is assumed he meant to cite *Tuberville v. Morris*, 203 S.C. 287, 26 S.E.2d 82 (1943). But this case also relies on the *Watson* doctrine, which has been rejected by the South Carolina courts in favor of the Supreme Court's later decision in *Jones*.

Id. at 480, 706 S.E.2d at 32-33.

Under the neutral-principles-of-law approach to deciding church property disputes, the court cannot rule in favor of McPherson and conclude that McPherson and/or the national AME Church, Inc., holds any property interests in either the personal property at issue or the real property at issue. The evidence in this case demonstrates that both categories of property interests belong to the Defendants and/or other private parties, or to the Rockford Church for each of the following reasons.

2. Plaintiff Is Not Entitled to the Building-Fund Account.

First, most of the personal property in which McPherson originally claimed an interest has been returned to or never left Rockford Church and is no longer at issue. (*See* Court Order, June 29, 2011.) Therefore, the personal property McPherson wishes to seize at this time appears to be narrowed down to the Defendants' building-fund account. This account, currently equal to $114,875.18, is being held in a certificate of deposit held by the court. (*See* Court Order, June 29, 2011.) These funds were never the property of McPherson or of the national AME Church, Inc. Instead, these private monies were given as inter vivos gifts to Rockford Church, with the specific intent that the money be used to renovate and/or build a new Rockford Church. (*See* Exs. A, B, C, E, F.)

The money currently being held in a certificate of deposit by the court is a special fund and should be treated as such. These monies were not raised to be used as operational monies at the church. (*See* Exs. A, F.) Further, these monies were contributed for the

purpose of building a safe structure in which to worship (*see* Exs. A, C, E) and not to be distributed to the national AME Church, Inc., for their questionable discretionary spending. Because these funds represent gifts by Rockford Church members with the specific intent that the funds be used only to renovate and/or build a place of worship, the funds must be used for that purpose. The building fund was established in response to the failure of the elders and the national AME Church, Inc., to care for Rockford Church. Instead, rather than assisting Rockford Church, McPherson and others consistently took money away from Rockford Church and allowed the church structure to deteriorate. (*See* Exs. A, B, C.) McPherson should not be allowed to take away more special funds for a use which the donors did not intend. Contrary to McPherson's desires, the funds cannot, therefore, be used for any other purpose. *See Strand v. United (Methodist) Church of Sheldon*, 12 Ill. App. 3d 917, 298 N.E.2d 779 (1973). *See generally Furman Univ. v. McLeod*, 238 S.C. 475, 120 S.E.2d 865 (1961).

Again, at this time the parties should be permitted to proceed with discovery to develop any outstanding material issues related to any of the personal property Plaintiff seeks in this lawsuit. At the very least, genuine issues of material fact exist as presented in the affidavit testimony regarding the special nature of the personal property McPherson seeks to control.

3. Plaintiff Is Not Entitled to Real Property Currently Titled to Rockford Church.

Additionally, the real property where the Rockford Church place of worship sits is currently titled to the Defendants' church. Under the civil real property laws of South Carolina, McPherson has no right to the property. Exhibit D demonstrates that on June 20, 2010, the "Trustees for Rockford African Methodist Episcopal Church" (grantor), for due consideration, transferred the church real property to Rockford Church.

Prior to that date, in 1999, the Rockford Church real property was transferred by the "Trustees for Rockford African Methodist Episcopal Church in Trust for the African Methodist Episcopal Church, Inc." to the "Trustees for Rockford African Methodist Episcopal Church." The 2010 transfer from the Trustees for Rockford AME to Rockford Church conclusively demonstrates that the parties intended that the Rockford Church property no longer be held by the national African Methodist Episcopal Church, Inc. (*See* Ex. D.) In light of these legal transfer documents, which must be enforced under the South Carolina neutral principles of law, McPherson has no claim, on behalf of the national church, to the real property.

As stated above under the argument pertaining to personal property issues, the parties have only begun to engage in discovery on the material issues related to the property disputes in this case. Discovery should be permitted to proceed at this time. Summary judgment is not proper where genuine issues of material fact exist as to the real property issues raised in Plaintiff's complaint.

Indeed, under the *Jones* decision and the neutral principles of law, McPherson, in his capacity as elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, has no viable claim to personal property of Defendants, or to the building-fund monies gifted by certain members of the Rockford Church for the special purpose of a building fund. At this time, McPherson has also demonstrated no legal right or authority over the real property on which Rockford Church currently sits. Both because of the existence of genuine issues of material fact and as a matter of South Carolina property laws, summary judgment in favor of McPherson on his declaratory judgment action must be denied in its entirety.

CONCLUSION

For each of the reasons stated herein, Defendants respectfully request this Court to deny McPherson's Motion for Summary Judgment in its entirety and for Defendants' costs and attorney's fees, and for whatever additional relief the Court deems proper at this time.

Greenwood, South Carolina

July 25, 2011

Respectfully submitted,
WATSON LAW FIRM, P.A.

By: _____

Marvin R. Watson, Esquire
333 Main Street
Post Office Drawer 799
Greenwood, SC 29648
Telephone: (864) 229-2569
Facsimile: (864) 229-1819

Attorney for Defendants

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2013 AUG -2 PM 12:43
CLERK OF COURT
McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal (A.M.E.) Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison,

Defendants.

CASE NO: 2011-CP-35-34

NOTICE OF MOTION AND MOTION ALTER OR AMEND A JUDGMENT (RULE 59 (e))

TO: MARVIN WATSON, Attorney for Respondents:

You will please take notice that the undersigned, as attorney for the Plaintiff, Samuel L. McPherson, will ten (10) days from the service of this Notice of Motion and Motion, or soon thereafter as counsel may be heard, move before the Honorable Frank R. Addy, Jr., to Alter or Amend a Judgment Pursuant to Rule 59 (e) of the South Carolina Rules of Civil Procedure for the following reasons.

1. That this motion is made in furtherance of justice.

2. That the trial court does not have jurisdiction to award the 4.5 acre tract to Defendants and is in violation of the 4th Amendment to the United States Constitution and Article 1 Section 2 of the Constitution of the State of South Carolina.

3. That the trial court's jurisdiction ended upon a finding that the 4.5 acre tract of land was titled in the trustees of Rockford A.M.E. Church.

4. That this court has substituted its opinion as to discipline, doctrine, and administration of the African Methodist Episcopal Church Inc.

5. That the 68 members of Rockford A.M.E. Church have the sole authority to elect trustees on an annual basis.

6. That a duly authorized body of Rockford A.M.E. Church elected Bernard Wideman, Gregory Aiken, Eric Burton, Travis Robinson and Oscar Burton as trustees of Rockford A.M.E. Church.

7. That Defendants are not members of the Rockford A.M.E. Church and as such cannot be trustees of Rockford A.M.E. Church.

8. That the trial court ruled in error that Defendants are entitled to the 4.5 acre tract of land.

9. That the trial court ruled in error that there is no writhing evidencing a trust in favor of the A.M.E. Church, Inc.

10. That hierarchical denominations may create or hold an express trust in local church property by reciting an express trust in the denomination's constitution in favor of the denomination.

11. That the trial court ruled in error that the cannons of a denomination have no effect on title.

12. That the inclusion of trust language in the Book of Discipline of the African Methodist Episcopal Church requiring trustees of a local church to hold property, both real and personal, in trust for the African Methodist Episcopal Church, Inc. is valid and enforceable.

13. That the court was in error not to consider the constitution of the African Methodist Episcopal Church, Inc.

14. That the trial court ruled in error that the Defendants did not consent to the provisions found within the Book of Discipline of the African Methodist Episcopal Church, Inc.

15. That Defendants consented to all provisions in the Book of Discipline of the A.M.E. Church, Inc. except the proper form of a deed.

16. That failure to place trust language in a deed does not defeat the trust.

17. That the trial court ruled in error that the monies found in the bank account titled Rockford Church were inter vivos gifts to Rockford Church.

18. That the account listed as Rockford Church was originally listed as Rockford A.M.E. Church. That the name of the bank account was changed to prevent the African Methodist Episcopal Church, Inc. from asserting its rightful claim to the monies found therein.

19. That Defendants paid all bills, debts, and obligations of Rockford A.M.E. Church from the account titled Rockford Church.

20. That equity demands that the court impose a constructive trust on both the real and personal property herein for the African Methodist Episcopal Church, Inc., including but not limited to the title 13.10 acre tract, 4.5 acre tract and the monies found in First Citizens Bank.

21. That Rockford Church does not exist.

22. That Defendants refer to Rockford Church and Rockford A.M.E. as the same church.

WHEREFORE, Plaintiff moves or an Order:

(1) Declaring that the trustees of the local church hold all real property of Rockford A.M.E. Church including the 4.5 and 13.10 acres in trust for the African Methodist Episcopal Church, Inc. or in the alternative holding that the 4.5 acres tract is titled in the trustees of Rockford A.M.E. Church.

(2) Declaring that the trustees of Rockford A.M.E. Church hold all personal property including the monies found in any and all bank accounts including but not limited to monies

found in First Citizens Bank whether in the name of Rockford A.M.E. Church or Rockford Church in trust for the African Methodist Episcopal Church, Inc.

Randall R. Williams
Attorney for the Plaintiff
110 Riley Avenue
P.O. Box 3461
Greenwood, SC 29648-3461
864 227-9156 (Fax) 864-943-1898

Greenwood, South Carolina
August 1, 2013

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

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CLERK OF COURT
McCORMICK COUNTY, SC

2011-CP-35-34

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION TO ALTER OR AMEND THE JUDGEMENT

This court does not have jurisdiction to grant the 4.5 acre tract of land to the Defendants. This court has jurisdiction, whether correctly or incorrectly, to rule that title to the 4.5 acre tract of land resides with the trustees of Rockford A.M.E. Church. However, this court's jurisdiction terminated upon finding that the deed pertaining to the 4.5 acres was titled in the trustees of Rockford A.M.E. Church. The court correctly acknowledged in his Order dated June 27, 2013 that it does not have jurisdiction to decide who are and are not members of the Rockford A.M.E. Church or the national denomination. As such, it is axiomatic that this court cannot determine who are and are not trustees of Rockford A.M.E. Church. To designate Defendants as trustees of Rockford A.M.E. Church is an intrusion into the discipline, custom, and administration of the African Methodist Church and Rockford A.M.E. Church and is a clear violation of the 1st and 14th amendments to the United States Constitution and Article 1 Section 2 of the Constitution of the State of South Carolina. The decisions as to who are trustees of Rockford A.M.E. resides solely with the 68 members of Rockford A.M.E. Church.

The neutral principles analysis prohibits courts from resolving disputes as to religious law, principle doctrine, discipline, custom or administration and from substituting its opinion for decisions of religious judicatures as to religious law, principle, doctrine, discipline, custom, and administration. *Pearson v. Church of God* 428 S.E. 2d 849, 851, 325 S.C. 45, 50 (1996). Where a civil court is presented with an issue which is a question of religious law or doctrine it must defer to the decision of the proper judicatories in so far as it contains religious or doctrinal issues. *All Saints Parish Waccamaw v. The Protestant Episcopal Church in the Diocese of South Carolina.* 685 S.E. 2nd 163, 171, 385, S.C. 428, 445 (2009). This court cannot substitute its opinion as to who and who are not trustees. To do so is a clear violation of the Pearson rule that prohibits courts from substituting its opinion as to doctrine discipline and custom. Once the proper judicatory has spoken as to the administration, discipline and custom this court jurisdiction is at an end. In cases involving the administration, doctrine, or discipline of a denomination, the courts function is to assure the church itself has spoken. If it has, this court cannot inquire further into the matter. *Thomas C. McCain, Sr. and Joseph Curry, individually and as trustees of the Mount Canaan Baptist Church; James E. Johnson and Nathan Goodwin, individually and as deacons of the Mount Canaan Baptist Church v. G. L. Brightharp,* 730 S.E. 2nd 916, 921, 399 S.C. 240, 250, (S.C. App. 2012).

Although the special referees Order awarded the 4.5 acres to the trustees of Rockford A.M.E. Church this court has incorrectly assumed that Defendants are the trustees of Rockford A.M.E. Church and granted A.M.E. property to the Defendants. According to the Book of Discipline of the African Methodist Episcopal Church, Inc. trustees are elected annually by the congregation Book of Discipline pg. 68, Part IV, Section II (A) (1) (b) (3) (b). The Defendants cannot be trustees because they are not members of Rockford A.M.E. Church. The current duly

15. That Defendants consented to all provisions in the Book of Discipline of the A.M.E. Church, Inc. except the proper form of a deed.

16. That failure to place trust language in a deed does not defeat the trust.

17. That the trial court ruled in error that the monies found in the bank account titled Rockford Church were inter vivos gifts to Rockford Church.

18. That the account listed as Rockford Church was originally listed as Rockford A.M.E. Church. That the name of the bank account was changed to prevent the African Methodist Episcopal Church, Inc. from asserting its rightful claim to the monies found therein.

19. That Defendants paid all bills, debts, and obligations of Rockford A.M.E. Church from the account titled Rockford Church.

20. That equity demands that the court impose a constructive trust on both the real and personal property herein for the African Methodist Episcopal Church, Inc., including but not limited to the title 13.10 acre tract, 4.5 acre tract and the monies found in First Citizens Bank.

21. That Rockford Church does not exist.

22. That Defendants refer to Rockford Church and Rockford A.M.E. as the same church.

WHEREFORE, Plaintiff moves or an Order:

(1) Declaring that the trustees of the local church hold all real property of Rockford A.M.E. Church including the 4.5 and 13.10 acres in trust for the African Methodist Episcopal Church, Inc. or in the alternative holding that the 4.5 acres tract is titled in the trustees of Rockford A.M.E. Church.

(2) Declaring that the trustees of Rockford A.M.E. Church hold all personal property including the monies found in any and all bank accounts including but not limited to monies

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

The South Carolina Supreme Court stated plainly in *All Saints Parish Waccamaw v. The Protestant Episcopal Church in the Diocese of S. Carolina*, " [w]e hereby explicitly reaffirm that, when resolving church dispute cases, South Carolina Courts are to apply the neutral principles of law approach as approved by the Supreme Court of the United States in *Jones v. Wolf*." *All Saints Parish Waccamaw v. The Protestant Episcopal Church in the Diocese of S. Carolina*, 685 S.E.2d 163, 171, 385 S.C. 428, 442 (2009). As such, this court must rule that there is a writing that evidences an intent by the parties that local church property be held in trust for the African Methodist Episcopal Church, Inc. In fact there is an express trust in favor of the A.M.E. Church, Inc.The inclusion of an express trust in the Book of Discipline of the African Methodist Episcopal Church, Inc. creates a valid and enforceable trust. In *Jones v. Wolf*, 443 US. 595, 606 (1979), our United States Supreme Court stated "the constitution [of a denomination] can be made to recite an express trust in favor of the denominational church...[a]nd the civil courts shall be bound to give effect to the result indicated by the parties ... ." The Constitution of the A.M.E. Church is *The Book of Discipline of the African Methodist Episcopal Church* which states:

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

(R. pg.74,) The plain language contained in The Book of Discipline should be given effect by enforcing the trust therein. The Court should find that the *Book of Discipline* creates an express

trust and allow the National African Methodist Episcopal Church, Inc. to retain the Church property, both real and personal.

It was error by the court not to consider the constitution of the African Methodist Episcopal Church, Inc. The trial court violated the very tenants of the neutral principles analysis by not considering the church's' constitution. In *Jones v. Wolf*, 443 U.S. 595 (1979), the court mentioned with approval the approach used in *Maryland and Virginal Churches v. Sharpsberg Church* 396 U.S. 367, 368 (1970) whereby a local church dispute was settled on the basis of the language in the deeds, local church charter, and provisions of the church constitution. *Jones,* 443 U.S. 603. A special appeals court in the State of Maryland has determined that courts should review "not only the denomination's polity, but all relevant documents and circumstances, charter and by-laws, the Religious Corporation Law, the relations and correspondence between the parties, the deposition testimony...and all relevant documents in the record." *From The Heart Church Ministries, Inc. v. Philadelphia Baltimore Annual Conference*, 964 A.2d. 215, 229, 184 Md. App. 11, 34 (MD. App. 2009).

..."The neutral principles analysis...should reflect the intentions of the parties. *Jones v. Wolf,* 443 U.S. 595, 603 (1979).The Book of Discipline African Methodist Episcopal Church, Inc. itself is a sufficient memorial of the parties intent. The neutral principle analysis derived out of the state of Georgia whose courts have determined that the constitution of a denomination is an indication of the party's intent to be bound. In *Rector, Wardens and Verstrymen of Christ Church in Savannah et al. v. Bishop of the Episcopal Diocese of Georgia, Inc.* et al, 718 S.E.2d 237, 242, 290 Ga. 95, 98 (2011), a dispute erupted over control of church property held by the oldest church in Georgia. The majority faction in that case voted to sever ties with the Episcopal Church and retained possession of church property. The Supreme Court of Georgia used the

neutral principles approach and examined title instruments, Georgia statutes, and national church documents. After recognizing that neither the title instruments, nor the Georgia statute created a trust for the Episcopal Church, the Supreme Court of Georgia turned to local and national church documents and recognized the creation of a trust that existed well before the litigation. The court based its decision on what it believed to be, "the intentions of the parties at the local and national level regarding beneficial ownership of the property at issue as expressed before the dispute erupted in a legally cognizable form."*Id.* at 104. The parties intentions are revealed in formal documents that memorialize the parties relationship as well as their course of conduct under those governing rules. *Id.* at 103. It is notable that the court in Georgia found the denomination's constitution to be evidence of the local church's intent.

As such, the court is in error that the Defendants did not consent to the provisions found in the Book of Discipline. Plaintiff agrees consent of the local church is crucial in determining ownership of church property in a hierarchical or connectional church using the neutral principles method. But Plaintiff would stress that Rockford A.M.E. Church's adherence to the Book of Discipline by and through the actions of its various pastors, stewards, trustees, officers and members is sufficient evidence of the local church's consent to be bound by the Book of Discipline and shows that Rockford A.M.E. Church consented to the national church's control and governance. The Discipline lists several factors which not only reveal the intent and desire of the local church in the absence of an IN TRUST clause in local church deeds, but also reveals factors which show an indication of consent. The factors listed in the constitution also known as the Book of Discipline are:

1. Use of the name, customs, polity, or literature of the A.M.E. Church, Inc., in such a manner as to be known as a part of the A.M.E. Church connection.
2. Conveyance of said property to the trustees of a local church

or agency to the A.M.E. Church, Inc.

3. The acceptance of the pastorate of ministers appointed by a bishop of an Episcopal district or annual conference of the A.M.E. Church, Inc.
4. The payment of conference assessments or dues.
5. The participation and enrollment of the church as a member of the connection of the A.M.E. Church, Inc., by said local church in the Quarterly Conference and the Annual Conference.

The Defendants admit to their adherence to the Book of Discipline. Defendant Naomi Mattison admitted under oath that Rockford A.M.E Church. used the name A.M.E; followed the customs of the A.M.E. Church; used the literature of the A.M.E. Church; accepted pastors appointed by the Episcopal District; paid conference assessments and dues; and participated in the quarterly conferences. Deposition of Naomi Mattison pg.10, lns. 24-25; pg.11, lns 2-25; pg. 12, lns. 1-25; pg. 13, ln. 1.

Also, Defendant Henry Banks admitted under oath that Rockford A.M.E. Church used the name A.M.E. in the past; that Rockford Church followed the customs of the A.M.E. Church and literature of the A.M.E.; accepted some and rejected some pastors appointed by the Annual Conference; paid conference assessments and participated in Quarterly Conference. Deposition of Henry Banks pg. 13, lns. 8-25, pg. 15, lns. 10-25.

Further, Defendant Mary Robinson admitted under oath that Rockford A.M.E. Church used the name A.M.E.; customs of the A.M.E. Church; literature of the A.M.E. Church; accepted ministers appointed by the A.M.E. Church, paid conference dues and assessments and participated in quarterly conferences. Deposition of Mary Robinson Pg. 9 lns. 9-25, pg. 10, lns. 7-19.

Also, Defendant Delois Phillips admitted under oath that Rockford A.M.E. Church has used the name A.M.E.; that Rockford A.M.E. followed the customs and literature of the A.M.E. Church; accepted and rejected ministers appointed by the 7th Episcopal District; paid conference

assessments and dues; and participated in A.M.E. conferences. Deposition of Delois Phillip pg. 8, lns. 3-25; pg 9, lns 1-10.

Defendant Frank Mattison admitted under oath that Rockford A.M.E. Church used the name A.M.E.; the customs and literature of the A.M.E. Church; accepted and rejected ministers appointed by the Episcopal District; paid conference assessments and dues; and participated in church conferences. Deposition of Frank Mattison Pg. 7, lns 7-25; pg,8, lns.1-16.

It is true that the deed does not explicitly state that 4.5 acres were transferred to the African Methodist Episcopal Church, Inc. or that it is held in trust for the African Methodist Episcopal Church, Inc. However, lack of trust language in the deeds does not defeat Plaintiff's claim. The Supreme Court of Georgia ruled similarly in *Presbytery of Greater Atlanta, Inc v. Timberridge Presbyterian Church Inc.* In that case, *Timberridge* was a member of the Presbyterian Church in the United States (PCUS), a hierarchical connection. The PCUS Book of Church Order included a trust provision in favor of the Presbyterian Church just as the African Methodist Episcopal Church, Inc. has in the Book of Discipline. In 2007, a dispute arose as to who controlled *Timberridges* property. In that case, The Georgia Supreme Court stated:

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

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

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

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

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

Pearson v. Church of God, 478 S.E.2d. 849, 852. 325 S.C. 45, 51 (1996). As full participants and members of the African Methodist Episcopal Church the Defendants were required to adhere to the Book of Discipline. The Defendants desire to be A.M.E. without following the Book of Disciple of the African Methodist Episcopal Church, Inc. The Constitution i.e. the Book of Discipline states, "The Board of Trustees, duly elected by the local church as provided by *The Book of Discipline of the African Methodist Episcopal Church*, may take such steps to purchase, mortgage, sell, transfer and convey real and personal property, PROVIDED that such transfer has been duly approved by the resolution in Quarterly Conference of the said church, and also by the trustees of the Annual Conference in which the property is located, and of which the

presiding bishop is present, (Book of Discipline pg. 56). The Defendants in the present case took no such steps. They wish to simply leave the hierarchical connection and take the property with them.

Equity and good conscience requires this Court to impose a constructive trust on the local property for the beneficial interest of the African Methodist Episcopal Church Inc. Under the South Carolina Code of Laws to remedy a breach of trust, a Court may . . . impose a constructive trust on trust property . . . *S.C. Code §62-7-1001(b)(9)*(2006). Retention of church property by the Trustee's and the disassociated members is inequitable especially as the Book of Discipline expressly states that property is to be held in trust for the A.M.E. Church Inc. A constructive trust arises entirely by operation of law without reference to any actual or supposed intentions of creating a trust. *McNair v. Rainsford,* 499 S.E.2d 488, 501 (S.C. Ct. App. 1998) citing *SSI Medical Servs., Inc. v. Cox,* 301 S.C. 493 (1990). A constructive trust will arise whenever the circumstances under which property was acquired make it inequitable that property should be retained by one holding legal title. *Lollis v. Lollis,* 291 S.C. 525 (1987). Whenever legal title or possession of property is obtained, which in equity or good conscience belongs to another, the Court will impress the property with a constructive trust in favor of one who is entitled to beneficial interest. *McNair v. Rainsford,* 499 S.E.2d 488, 501 (S.C. App. 1998) citing *SSI Medical Servs., Inc. v. Cox,* 301 S.C. 493, 500 (1990).

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

> An interesting aspect of these cases in which courts have applied a constructive trust to property or rights

> to property is that the defendant almost always raises a contention that the agreement should not be enforced because it violates public policy or some statutory provision, or is illegal. In those cases the defendant does not assert the defendants statutory rights or the defendant's legal or equitable rights. It is an attempt at a technical avoidance which rests upon an asserted . . . illegality of some kind. The [C]ourts have refused to accept this ruse because to do so would be to compound the defendants wrong. *Id.* at 454

Equity does not permit a defendant to defeat justice. *Chapman,* 395 S.E.2d 446, 454 (S.C. Ct. App. 1990).

It would not be equitable and in good conscience to allow the defendants, who have subjected themselves to the rules and procedures of *The Book of Discipline of the African Methodist Episcopal Church* to retain both the personal and real property owned by the denomination. The Defendants have attempted to avoid any claim by the denomination to the bank account by changing the name on the account and as such a constructive trust should be imposed.. The account maintained by Rockford A.M.E. Church under the name Rockford Church was originally known as Rockford A.M.E. Church. Defendant Banks stated under oath after being asked whether the bank account was changed from Rockford A.M.E. to Rockford Church stated "it was" pg. 42 lns. 2-5. Counsel inquired as to whether the money that was removed from the Rockford A.M.E. Church account was ever authorized by the church conference and deponent responded that it was approved by the local conference but not by quarterly or annual conferences. This shows that the funds located in the bank account was A.M.E. Inc. property as the parties sought the approval of the local church conference of Rockford A.M.E. Church to remove the funds.

A constructive trust should be imposed on the bank account with First Citizens Bank because the Defendants paid all of the bills and expensed for Rockford A.M.E. Church from the account. There are also cancelled checks where Defendants paid fees Rockford A.M.E. Church fees and assessments from the account as well as payments on behalf of Allen University an A.M.E. supported university. (Exhibit 1)

Further, the policy of insurance for the church is listed in the name of Rockford A.M.E. Church. Rockford A.M.E. Church is listed as the beneficiary on the policy. (Exhibit 2)

Rockford Church does not exist and the name is used as a convenience and habit. The Defendants refer to Rockford Church and Rockford A.M.E. Church as the same entities. For instance Defendant, Henry Banks responded that Rockford Church and Rockford A.M.E. Church are the same. pg. 39 lns 4-13. Again, on pg. 39 lns.4-13 of his deposition the deponent admitted that there was no difference between Rockford A.M.E. and Rockford Church. When questioned as to whether there is different between Rockford A.M.E. and Rockford Church, the deponent replied I don't think so, just my opinion, I don't think so." Pg. 39. 8-14. Also, he was asked a second time if there was a difference between Rockford Church and Rockford A.M.E. Church and he replied "No Sir" pg. 39 lns. 18-20.

Also, in her deposition testimony Defendant Phillips stated in response to a direct question by counsel as to whether there is a difference between Rockford A.M.E. and Rockford Church she stated "I don't think so." Delois Phillips, pg. 9, lns. 11-13. Again when questioned as to her affidavit and the failure to use the complete name of Rockford A.M.E. she stated "No, because I don't just go around saying Rockford A.M.E. Church, we always just called it Rockford" pg. 13 lns. 5-6. In response to a question concerning church correspondence the deponent was asked "when you send out letters, do you list the church as Rockford Church or Rockford A.M.E. Church and she replied probably sent out as both" pg. 15 lns. 12-14. She further stated that she has always been a member Rockford Church. I joined Rockford when I was 10 years old. I have actively served there. I've served as Sunday school teacher...teach bible study...I've been a steward, I've been a trustees, the financial secretary, " ....pg. 22 lns. 12-17.

The Plaintiff alleged in his complaint that the defendants were no longer members of Rockford A.M.E. Church which caused Defendant Phillips to respond in her affidavit that she has been "a member of Rockford for 42 years and I have been the financial secretary for Rockford since 1999." She further stated that "I never told anyone that I did not want to be a member of Rockford" and declared that "I am still an active member and Steward of Rockford." She also stated that" I have never misused any monies or funds owed by Rockford church."

Naomi Mattison and Mary Robinson also echoed the same reasoning as Delois Phillips. Mrs. Phillips was asked about her affidavit, which read "we the members of Rockford Church" and as to why the Affidavit did not refer to Rockford A.M.E. Church. She replied "Well I'm accustomed to just saying I'm a member of Rockford Church. I didn't mean nothing about saying it" pg. 14 lns. 1-9. Mary Robinson stated under oath that the only difference in Rockford Church and Rockford A.M.E. is the name. pg.11 lns.1-12.

CONCLUSION

This court does have jurisdiction to award the 13.10 acre tract to the African Methodist Episcopal Church Inc. and the 4.5 acre tract to the trustees of Rockford A.M.E. Church. But it does not have jurisdiction to designate Defendants as trustees of Rockford A.M.E. Church and is a violation of both the United States Constitution and the South Carolina Constitution. Rockford A.M.E. Church has been in existence since 1865 Rockford Church does not exist.

Further, as per *Jones v. Wolf* the inclusion of a trust in the Book of Discipline is valid and enforceable therefore Plaintiff is entitled to all of the real and personal property of the Rockford A.M.E. Church including the monies found in the bank account with First Citizens Bank. The Defendants changed the name to avoid justice and as such a constructive trust should be imposed to protect the denomination interest.

Randall R. Williams
Attorney for Plaintiff
110 Riley Avenue
Post Office Box 3461
Greenwood, SC 29648-3461
(864) 227-9156

Greenwood, South Carolina
August 1, 2013

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STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

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COUNTY OF MCCORMICK ELEVENTH JUDICIAL CIRCUIT

CLERK OF COURT
McCORMICK COUNTY, SC

Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church,	
Plaintiff,	**DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION TO ALTER OR AMEND THE JUDGMENT**
vs.	
Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison,	
Defendants.	

COME NOW Defendants Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison (hereinafter "Defendants") and respectfully request this Court to deny Plaintiff's Motion to Alter or Amend the Judgment for each of the following reasons, which reasons plainly demonstrate that Plaintiff Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church ("Plaintiff"), can state no basis under Rule 59(e), SCRCP, to alter or amend the Court's June 27, 2013 Order.

DISCUSSION OF AUTHORITY

I. STANDARD FOR ALTERING OR AMENDING JUDGMENT

On June 27, 2013, after a hearing on this matter held on May 22, 2013, this Court entered its Order regarding disputed property issues between the parties. The Court ordered that title to the disputed 4.5-acre tract of land belongs to Rockford Church, represented by Defendants; that title to the disputed 13.1-acre tract belongs to the trustees of the Rockford Church, represented by Plaintiff, to be held in trust for the national African Methodist Episcopal Church ("AME church"); and that the funds in a disputed checking account belong to the Rockford Church. Plaintiff seeks to alter or amend the June 27, 2013 Order, but only as to the 4.5-acre tract of land and the checking account funds.

Under Rule 59(e), parties may file postjudgment motions to alter or amend a judgment within a certain time frame, but are precluded from simply rearguing the same claims and from using the procedure to raise an issue that could have been raised prior to judgment, but was not. *Gartside v. Gartside*, 383 S.C. 35, 677 S.E.2d 621 (2009). South Carolina courts generally will only accept a Rule 59(e) motion to alter or amend judgment for the following two reasons: first, when the moving party demonstrates that the court misunderstood or failed to fully consider or address an issue which was presented to the court; or, second, when an issue was raised by the party but was not ruled upon by the court so as to preserve the issue for appellate review. *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 602 S.E.2d 772 (2004).

Plaintiff's motion fails to acknowledge the strict limitations of a motion to alter or amend a judgment, and it fails to assert either reason for altering or amending the June 27, 2013 Order. Instead, Plaintiff uses the postjudgment motion to reargue issues fully addressed by the Court, and to introduce new issues, such as constructive trust, that were not pleaded before. Both state courts and federal courts, which address the identical Federal Rule of Civil Procedure 59, have consistently refused to permit this kind of abusive postjudgment conduct. *See Sullivan v. Harbor Beechcraft Corp.*, 397 S.C. 143, 723 S.E.2d 835 (2011); *Tetrev v. Pride Int'l, Inc.*, 243 F.R.D. 246 (D.S.C. 2007). Because Plaintiff's motion to alter or amend a judgment is simply a rehashing of his other motions or the improper introduction of new issues, the motion should be denied in its entirety pursuant to Rule 59(e).

II. PLAINTIFF PRESENTS NO BASIS UPON WHICH THE COURT MAY ALTER OR AMEND THE JUNE 22, 2013 ORDER AWARDING THE 4.5-ACRE TRACT OF LAND AND THE BANK ACCOUNT TO ROCKFORD CHURCH.

A. The Court Did Not Order That Defendants Are Trustees Of The AME Church.

Plaintiff's motion to alter or amend the judgment cites three issues in the June 27, 2013 Order that Plaintiff disapproves of. Again, the fundamental flaw with the motion is that as to each issue, Plaintiff rehashes the arguments made in his other motions. Plaintiff fails to meet his burden of demonstrating that the Court either failed to understand an issue or failed to address an issue before the Court. In fact, Plaintiff does not even argue a reason for

amending or altering the judgment under Rule 59(e). There are no Rule 59(e) issues in the motion.

If, however, the Court decides to proceed with the motion, Plaintiff's claims have no merit. Plaintiff first argues that the Court had no jurisdictional authority to conclude that Defendants are trustees of the AME church. Yet the June 27, 2013 Order shows that the Court made no such determination. On page 2 of the Order, footnote 1 states that the named defendants "appear to be trustees or officers of Rockford Church." (Order Page 2 of 8 n.1, June 27, 2013.) Prior to the footnote, the Order made a careful factual distinction between "Rockford Church" and the "AME church," which is "a national hierarchical church connected to numerous local churches." (Order Page 1 of 8.) Plaintiff does not object to this factual distinction.

Footnote 1 of the Order makes a peripheral inference by way of explanation, which, at best, can be characterized as merely dictum and not a designation or rendering of a ruling on the role of Defendants. Furthermore, the footnote suggests that Defendants may be trustees of Rockford Church, not the AME church. Dictum is distinguishable from a court ruling. In *Pittston Co. v. United States*, 199 F.3d 694 (4th Cir. 1999), the court held:

> Dictum is "statement in a judicial opinion that could have been deleted without seriously impairing the analytical foundations of the holding—that, being peripheral, may not have received the full and careful consideration of the court that uttered it." *United States v. Crawley,* 837 F.2d 291, 292 (7th Cir.1988) (internal quotation marks omitted); *see Hormel Foods Corp. v. Jim Henson Prods.,* 73 F.3d 497, 508 (2d Cir.1996); *see also Gillespie v. United States Steel Corp.,* 321 F.2d 518, 530 (6th Cir.1963) (concluding that statement was not dictum when "the matter was before the court . . . ; was argued before the court; and was passed upon by the court"), *aff'd,* 379 U.S. 148, 85 S.Ct. 308, 13 L.Ed.2d 199 (1964).

Id. at 703.

Through its application of neutral principles of law, which Plaintiff has long argued gives courts jurisdiction to resolve disputes involving church property or contract law, the Court in the present case concluded that the 4.5-acre tract of land and the bank account belong to Rockford Church, not to the AME church. (*See* Order Page 4 of 8.) At no point does the Court state that the property is owned by the trustees of the AME church.[1] Further, contrary to Plaintiff's contentions, the Order makes no determinations as to who are and who are not trustees of the AME church. Plaintiff's jurisdictional issues is baseless and fails to state any basis upon which to alter or amend the June 27, 2013 Order.

B. The Court's Conclusion That The 4.5-Acre Tract Belongs to Rockford Church Is Supported By The Evidence In The Record.

Plaintiff's second issue in the motion is an inexplicable harangue aimed at the Court's conclusion "that the 4.5 acre tract is owned by Rockford Church, and that the AME church has no legal or equitable interest therein." (Order Page 4 of 8; *see also id.* Page 8 of 8.) The Court made this determination based on state property law, concluding that none of the deeds in the chain of title for the 4.5-acre tract ever created a trust in favor of the national AME church. (*See* Order Page 5 of 8.)

---

[1]The June 22, 2013 ruling orders that "title to the 4.5-acre tract, and all the improvements appurtenant thereto, bearing McCormick County tax map number 024-05-01-010, shall be awarded to the trustees of the Rockford Church." (Order Page 8 of 8.) Again, the Court does not make any determination as to the identity of the trustees of the AME church.

Plaintiff appears to take issue with the Court's reliance on *All Saints Parish Waccamaw v. Protestant Episcopal Church*, 385 S.C. 428, 685 S.E.2d 163 (2009), and specifically with the Court's conclusion that Rockford Church's prior agreement to connect with the national AME church "does not equate to the creation of a trust in favor of the AME church" (Order Page 5 of 8). This is because the South Carolina Supreme Court held in *All Saints Parish Waccamaw* that a trust under South Carolina law may only be created by declaration of trust or by actual transfer of property. 385 S.C. at 449, 685 S.E.2d at 174 (citing *Dreher v. Dreher*, 370 S.C. 75, 634 S.E.2d 646 (2006)). There is no evidence in the present case, and Plaintiff fails to present any new evidence, that the 4.5-acre tract was ever transferred by deed to the AME church, or that there was a declaration of trust as to this property.

Plaintiff's claim that the AME Book of Discipline creates a trust in favor of the AME church as to this 4.5-acre of land is without legal or factual merit. First, the Court has no authority to determine the existence of a trust from church documents. This limitation of the court's authority was clearly established in *Jones v. Wolf*, 443 U.S. 595 (1979), one of the decisions relied upon by Plaintiff. In that case, the U.S. Supreme Court held:

> The neutral-principles method, at least as it has evolved in Georgia, requires a civil court to examine certain religious documents, such as a church constitution, for language of trust in favor of the general church. In undertaking such an examination, *a civil court must take special care to scrutinize the document in purely secular terms, and not to rely on religious precepts in determining whether the document indicates that the parties have intended to create a trust.*

Id. at 604 (emphasis added). Later, in *Banks v. St. Matthews Church*, 391 S.C. 475, 706 S.E.2d 30 (Ct. App. 2011), the South Carolina court, relying on *Jones*, stated:

> The South Carolina Supreme Court has determined that when resolving church disputes, South Carolina courts apply the "neutral principles of law approach." *See id.* at 442, 685 S.E.2d at 171; *Pearson v. Church of God,* 325 S.C. 45, 478 S.E.2d 849 (1996); *see also Jones v. Wolf,* 443 U.S. 595, 602-04, 99 S.Ct. 3020, 61 L.Ed.2d 775 (1979) (holding a state is constitutionally entitled to adopt the neutral principles of law approach as a means of adjudicating church disputes). "This method relies exclusively on objective, well-established concepts of trust and property law familiar to lawyers and judges. It thereby promises to free civil courts completely from entanglement in questions of religious doctrine, polity, and practice.' " *All Saints Parish Waccamaw,* 385 S.C. at 444, 685 S.E.2d at 172 (quoting *Jones,* 443 U.S at 603, 99 S.Ct. 3020). "[T]he neutral principles of law approach permits the application of property, corporate, and other forms of law to church disputes." *Id.*

Id. at 480, 706 S.E.2d at 32-33.

Plaintiff does not dispute the Court's finding of fact that the 4.5-acre tract was never deeded to the AME church. Indeed, he states that "[i]t is true that the deed does not explicitly state that 4.5 acres were transferred to the African Methodist Episcopal Church, Inc. or that it is held in trust for the African Methodist Episcopal Church, Inc." (Mem. Supp. Pl.'s Mot. to Alter or Amend J. 8). Nor does Plaintiff dispute the Court's finding that the AME church had an opportunity in 1999 to hold the 4.5-acre tract in trust when it allegedly placed a trust provision in a deed to the 13.1-acre tract but chose not to. Instead, Plaintiff's sole basis of seeking an alteration or amendment of the Court's Order is the AME Book of Discipline's general language concerning church property. Again, under South Carolina neutral principles of law, church canons cannot effect title to property without the establishment of a legal trust under South Carolina law.

In the alternative, for the first time, Plaintiff seeks the imposition of a constructive trust over the 4.5-acre tract. In addition to its utter lack of merit, this alternative argument cannot be determined postjudgment. *See Gartside*, 383 S.C. at 43, 677 S.E.2d at 625 ("[A] party cannot use a Rule 59(e) motion to present to the family court an issue the party could have raised prior to judgment but did not. *Crary v. Djebelli,* 321 S.C. 38, 43, 467 S.E.2d 128, 131-32 (Ct.App.1995), *rev'd on other grounds,* 329 S.C. 385, 496 S.E.2d 21 (1998).").

Under South Carolina law, a constructive trust

> "results from fraud, bad faith, abuse of confidence, or violation of a fiduciary duty which gives rise to an obligation in equity to make restitution." [*Lollis v. Lollis*, 291 S.C. 525, 530, 354 S.E.2d 559, 561 (1987)]. "It is resorted to by equity to vindicate right and justice or frustrate fraud." *Whitmire v. Adams,* 273 S.C. 453, 457, 257 S.E.2d 160, 163 (1979). In addition, the standard of proof is high, in that "to establish a constructive trust, the evidence must be clear, definite, and unequivocal." *Lollis,* 291 S.C. at 530, 354 S.E.2d at 561; *see Whitmire,* 273 S.C. at 458-61, 257 S.E.2d at 163-65.

Carolina Park Assocs. v. Marino, 400 S.C. 1, 6, 732 S.E.2d 876, 879 (2012). In the present case, there are no facts in evidence of fraud, bad faith, or any other conduct that would support by clear and convincing evidence the existence of a constructive trust.

C. The Court's Conclusion That The Building Funds Belong To Rockford Church Is Supported By The Evidence.

Plaintiff's third issue in his motion concerns the Court's conclusion that funds currently held in deposit by the clerk of court shall be remanded to the possession of Rockford Church. (*See* Order Page 8 of 8.)

Plaintiff's contention that this conclusion should be altered or amended also relies exclusively on the constructive trust theory. Even if the Court could address this argument at this time, which it cannot under Rule 59(e), there is no factual support for the imposition of a constructive trust on the deposit account. In fact, Plaintiff does not even dispute what the Court characterized as "overwhelming" evidence that the funds in question were inter vivos gifts to Rockford Church for the purpose of repairing the sanctuary, which the AME church refused to do. There is no factual or legal basis presented to support Plaintiff's motion on this third issue.

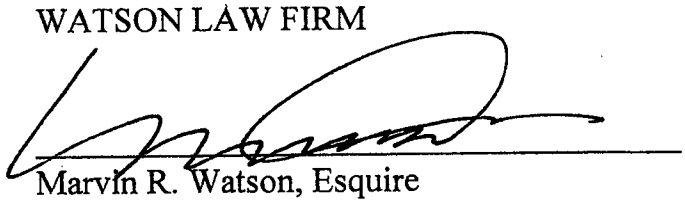
CONCLUSION

For each of the reasons cited herein, Defendants respectfully request this Court to deny in its entirety Plaintiff's Motion to Alter or Amend the Judgment and to grant whatever further relief in favor of Defendants the Court deems just and proper at this time.

Dated: August 8, 2013

Respectfully submitted,

WATSON LAW FIRM

By: 

Marvin R. Watson, Esquire
333 Main Street
Post Office Drawer 799
Greenwood, SC 29648
Telephone: (864) 229-2569
Facsimile: (864) 229-1819
Email: watsonlawfirm@greenwoodemail.com

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McCORMICK COUNTY, SC

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF MCCORMICK	ELEVENTH JUDICIAL CIRCUIT
Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal (A.M.E.) Church, Plaintiff, vs. Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison, Defendants.	CASE NO: 2011-CP-35-34 **NOTICE OF MOTION AND MOTION TAKING OF DEPOSITIONS PENDING APPEAL**

TO: MARVIN WATSON, Counsel for Defendants:

You will please take notice that the undersigned attorney on behalf of Plaintiff, Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, will ten (10) days from the service of this Notice of Motion and Motion, or as soon thereafter as counsel may be heard, move before the Honorable Frank R. Addy, Jr., for leave to take depositions pursuant to Rule 27(b) of the South Carolina Rules of Civil Procedure for the following reasons.

1. That the perpetuation of the testimony is to avoid a failure of justice.

2. That the trustees of Rockford A.M.E. Church maintained at least two (2) accounts with Abbeville Saving and Loan bearing accounts numbers, 018210471204 and 018531023302.

3. That a check dated May 30, 2010 was written to First Citizens Bank from an Abbeville Savings and Loan account titled as Rockford A.M.E. Church bearing account numbers 018210471204 in the sum of Forty Five Thousand and 00/100 that was deposited into an account for Rockford Church bearing account number 340173727901. That Defendant Deloris Phillips executed the check.

4. That the records of First Citizen Bank indicates that a deposit slip was submitted dated May 30, 2010 wherein Forty Six Thousand Five Hundred Eighty One and 00/100 ($46,581.00) Dollars was deposited into a First Citizens Bank account bearing numbers 340173727901.

5. That a check/cashier's check issued by Abbeville Savings & Loan dated September 10, 2010, bearing numbers 018531023302 in the amount of Twenty Nine Thousand One Hundred Ninety Nine and 08/100 ($29,199.08) Dollars made payable to Rockford A.M.E. Church was deposited into a First Citizens Bank account bearing account numbers 340173727901.

6. That according to the records of First Citizens Bank a deposit slip was submitted dated October 3, 2010 wherein Thirty Seven Thousand Nine Hundred Fifty Seven and 26/100 ($37,957.26) Dollars was placed into a First Citizens Bank account bearing account numbers 340173727901.

7. That the Plaintiff moves this court to allow the taking of depositions of Defendant, Henry Banks, residing at 355 South Carolina Highway 823, Mt. Carmel, McCormick County, South Carolina; Defendant, Deloris Phillips residing at 400 N. Emerald Road #E3 Greenwood, Greenwood County, South Carolina and Defendant, Naomi Mattison, residing at 200 Meadow Drive Abbeville, Abbeville County, South Carolina. Further, that Plaintiff moves this court to allow the taking of depositions of a representative of First Citizens Bank whose address is 1314 Park Street, Columbia, South Carolina and a representative of Abbeville Savings and Loan whose address is 205 Main Street, Abbeville, South Carolina.

8. That the Defendants have taking monies from Abbeville Savings and Loan accounts listed as Rockford A.M.E. Church and placed them into a First Citizens Bank account listed as Rockford Church. That the Defendants are attempting to avoid any claim by the African Methodist Episcopal Church, Inc.

For these reasons, Plaintiff moves for an Order allowing him to take leave to take the depositions of the Defendants, Henry Banks, Delois Phillips, Naomi Mattison and representatives of First Citizen Bank and Abbeville Savings & Loan.

Randall R. Williams
Attorney for the Plaintiff
P.O. Box 3461
Greenwood, SC 29648-3461
864 227-9156 (Fax) 864-943-1898

Greenwood, South Carolina
8/29, 2013

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STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF McCORMICK	
Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church,	**CASE NO.: 2011-CP-35-34**
Plaintiff,	**DEFENDANTS' OBJECTION TO PLAINTIFF'S MOTION FOR TAKING OF DEPOSITIONS PENDING APPEAL**
vs.	
Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison,	
Defendants.	

COME NOW Defendants Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison (hereinafter referred to collectively as "Defendants"), and for each of the reasons stated below respectfully request this Court to deny Plaintiff's Motion Taking of Depositions Pending Appeal. Plaintiff's motion should be denied pursuant to South Carolina Rule of Civil Procedure27(b), because it will not advance justice in this case and it serves no purpose other than to perpetuate Plaintiff's aggressive and litigious conduct toward Defendants. The motion also attempts to improperly raise new claims postjudgment against Defendants which were not but could have been raised in the original action.

#1

ARGUMENT

1. Rule 27(b) allows a party to move for leave of court to take depositions of certain witnesses where an appeal has been taken or before the taking of the appeal. The rule

grants a court the discretionary authority to allow the taking of depositions of witnesses "for use in the event of further proceedings in the court." *See* Rule 27(b), SCRCP. When leave of court is sought, the moving party must show (1) the names and addresses of each person it seeks to examine "and the substance of the testimony which he expects to elicit from each"; and (2) "the reasons for perpetuating the testimony." *Id.*

2. Rule 27(b) is substantially identical to Federal Rule of Civil Procedure 27. Under both Rules, the Court should deny the motion for leave to take the deposition of witnesses where the movant could not properly have collaterally attacked judgment. *Crateo, Inc. v. Intermark, Inc.*, 536 F.2d 862 (9th Cir.), *cert. denied*, 429 U.S. 896 (1976); *see also Cent. Bank of Tampa v. Transam. Ins. Group*, 128 F.R.D. 285 (M.D. Fla. 1989) (holding that movant is not entitled to take post judgment depositions in an attempt to support an argument raised for the first time in a post judgment motion).

3. Plaintiff's motion for leave to take postjudgment depositions fails to meet the basic criteria of the Rule 27(b) and should be denied in its entirety for the following procedural and substantive reasons. Because of these fundamental reasons, no justice will be served by the taking of the proposed depositions and the motion should be denied in its entirety.

4. First, procedurally, Plaintiff's motion fails to include the basic information required under Rule 27(b) in order for this Court to consider the motion. Specifically, Plaintiff's Motion Taking of Depositions Pending Appeal fails to show "the substance of the testimony which he expects to elicit *from each* [person to be examined]." Rule 27(b),

#3

SCRCP (emphasis added). Plaintiff's motion also fails to address the relationship of each of the proposed deponents to the alleged bank accounts identified in the motion. Consequently, the Court has no factual basis upon which to evaluate the grounds of the Rule 27(b) motion or to use its discretionary authority to permit the taking of the proposed depositions.

5. Second, substantively, Plaintiff's Rule 27(b) motion fails, because the information sought can only be used to support arguments raised for the first time in his post judgment motions. This Court's June 27, 2013 Order held:

> The Rockford Church is the legal and equitable owner of the funds currently on deposit with the McCormick County Clerk of Court. Prior to this litigation, the funds were held in a bank account at First Citizens Bank in the name of "Rockford Church" with no reference to the AME church on the account. Members of the Rockford Church have overwhelmingly indicated that the funds in the bank account were *inter vivos* gifts to the church for the purpose of repairing the sanctuary. These funds were clearly gifts to the Rockford Church. . . . Thus, the congregation intended to vest an irrevocable title to the funds in the name of the Rockford Church, not in the name of the AME Church. Therefore, the funds belong to the Rockford Church.

(*See* Order, June 27, 2013, at 6.) In footnote 5 of the Order, this Court further states that it "could also find that the donations of funds were intended to create a trust in favor of Rockford Church sanctuary." (*See* Order, June 27, 2013, at 6 n.5.)

6. For the first time in his postjudgment Motion to Alter or Amend the June 27, 2013 Order, Plaintiff improperly asked this Court to impose a constructive trust on the funds that the Court conclusively held belonging to the Rockford Church based on overwhelming evidence. As stated in Defendants' response in opposition to Plaintiff's Motion to Alter or Amend the judgment, South Carolina law specifically precludes the imposition of a

#3

constructive trust to be raised for the first time through a postjudgment motion. *See Gartside v. Gartside*, 383 S.C. 35, 677 S.E.2d 621 (2009).

7. Likewise, a party that has litigated his case under one legal theory should not be permitted to reopen the case postjudgment using Rule 27(b) in an attempt to introduce evidence in support of a different legal theory not raised before. *Bell Tel. Lab, Inc. v. Hughes Aircraft, Co.*, 73 F.R.D. 16 (D. Del. 1976). This is particularly true where the plaintiff had amble opportunity to develop the record below during depositions of defendants. *Cent. Bank of Tampa*, 128 F.R.D. at 286.

8. Plaintiff's Motion Taking of Depositions Pending Appeal is procedurally inadequate and should be denied on that basis alone. In addition, this Court should deny Plaintiff's Rule 27(b) motion, because it plainly demonstrates Plaintiff's second wrongful attempt to pursue an end run around South Carolina rules preserving final judgments. This kind of improper conduct should not be tolerated.

9. Plaintiff has an opportunity to appeal this Court's June 27, 2013 order. Plaintiff, however, cannot and should not use postjudgment motions, including the pending Rule 27(b) motion, to introduce potentially new theories of relief that he had ample opportunity to raise and develop during the many of years of litigation in this matter. In addition, Plaintiff should not use postjudgment motions as attempts to further harass and unnecessarily litigate against Defendants.

WHEREFORE, Defendants respectfully request this Court to deny in its entirety Plaintiff's Motion Taking Depositions Pending Appeal and to grant whatever further relief in favor of Defendants the Court deems just and proper at this time.

Dated: September ___, 2013

Respectfully submitted,

WATSON LAW FIRM

By: _____

Marvin R. Watson, Esquire
333 Main Street
Post Office Drawer 799
Greenwood, SC 29648
Telephone: (864) 229-2569
Facsimile: (864) 229-1819
Email: watsonlawfirm@greenwoodemailc.com

#5

FILED
GWENDOLYN C. CHILES
2013 AUG -2 PM 12:44
CLERK OF COURT
MCCORMICK COUNTY, SC

Auto-Owners

AGENCY COPY

55039 (11-87)
Issued 07-21-2008

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 08-31-2008

AGENCY COUNTYBANC INSURANCE INC
16-0098-00 MKT TERR 066 (864) 942-8800

POLICY NUMBER 054616-36507815-08

INSURED ROCKFORD AME CHURCH

ADDRESS PO BOX 142
HWY 81
MOUNT CARMEL, SC 29840-0142

Company Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
08-31-2008	to 08-31-2009

Policy change: Effective Date of Change MO____ DY____ YR____
Cross out old information and write in the changes.

COMMON POLICY INFORMATION

BUSINESS DESCRIPTION: Church

ENTITY: Not For Profit Org__

PROGRAM: Institutional - Church

RECEIVED
JUL 25 2008
Per

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S).	PREMIUM
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COMMERCIAL PROPERTY COVERAGE	$1,554.00
MINIMUM EQUIPMENT BREAKDOWN PREMIUM ADJUSTMENT (CP)	1.00
COMMERCIAL GENERAL LIABILITY COVERAGE	72.00
MINIMUM PREMIUM ADJUSTMENT (GL)	34.00
COMMERCIAL CRIME COVERAGE	88.00
TOTAL	$1,749.00
PAID IN FULL DISCOUNT	$165.00
TOTAL POLICY PREMIUM IF PAID IN FULL	$1,584.00

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums. The Paid in Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premiums in full directly to the Company.

FORMS THAT APPLY TO ALL COVERAGE PART SHOWN ABOVE (EXCEPT GARAGE LIABILITY, DEALER'S BLANKET, COMMERCIAL AUTOMOBILE, IF APPLICABLE)
55000 (01-87) IL0017 (11-85)

A Merit Rating Plan Factor of 0.95 Applies.

1900000000001749

Billing Type: Company Bill SEMI-ANNUAL Account 008296403
0750 0750 0750

E011184

Auto-Owners INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

55039 (11-87)
Issued 07-16-2009

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 08-31-2009

AGENCY COUNTYBANC INSURANCE INC
16-0098-00 MKT TERR 046 (864) 942-8000 POLICY NUMBER 054616-36507815-09

INSURED ROCKFORD AME CHURCH

ADDRESS PO BOX 142
HWY 81
MOUNT CARMEL, SC 29840-0142

Company Bill

POLICY TERM
12:01 a.m. 08-31-2009 to 12:01 a.m. 08-31-2010

Policy change: Effective Date of Change MO____ DY____ YR____
Cross out old information and write in the changes.

COMMON POLICY INFORMATION

RECEIVED

Per

BUSINESS DESCRIPTION: Church

ENTITY: Not For Profit Org__

PROGRAM: Institutional - Church

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S).	PREMIUM
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COMMERCIAL PROPERTY COVERAGE	$1,628.00
COMMERCIAL GENERAL LIABILITY COVERAGE	72.00
MINIMUM PREMIUM ADJUSTMENT (GL)	34.00
COMMERCIAL CRIME COVERAGE	88.00
TOTAL	$1,822.00
PAID IN FULL DISCOUNT	$172.00
TOTAL POLICY PREMIUM IF PAID IN FULL	$1,650.00

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums. The Paid in Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premiums in full directly to the Company.

FORMS THAT APPLY TO ALL COVERAGE PART SHOWN ABOVE (EXCEPT GARAGE LIABILITY, DEALER'S BLANKET, COMMERCIAL AUTOMOBILE, IF APPLICABLE)
55000 (01-87) IL0017 (11-85)

A Merit Rating Plan Factor of 0.95 Applies.

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Billing Type: Company Bill SEMI-ANNUAL Account 008296403
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EXXCICS

Owners

Page 1
AGENCY COPY

55039 (11-87)
Issued 07-16-2010

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 08-31-2010

AGENCY COUNTYBANC INSURANCE INC
16-0098-00 MKT TERR 046 (864) 942-8000 POLICY NUMBER 054616-36507815-10

INSURED ROCKFORD AME CHURCH

ADDRESS PO BOX 142
HWY 81
MOUNT CARMEL, SC 29840-0142

Company Bill

POLICY TERM
12:01 a.m. 12:01 a.m.
08-31-2010 to 08-31-2011

Policy change: Effective Date of Change MO____ DY____ YR____
Cross out old information and write in the changes.

COMMON POLICY INFORMATION

BUSINESS DESCRIPTION: Church

ENTITY: Not For Profit Org___

PROGRAM: Institutional - Church

RECEIVED
JUL 2 9 2010
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THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S). THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	PREMIUM
COMMERCIAL PROPERTY COVERAGE	$1,633.00
COMMERCIAL GENERAL LIABILITY COVERAGE	67.00
MINIMUM PREMIUM ADJUSTMENT (GL)	50.00
COMMERCIAL CRIME COVERAGE	82.00
MINIMUM PREMIUM ADJUSTMENT (CR)	28.00
TOTAL	$1,860.00
PAID IN FULL DISCOUNT	$163.00
TOTAL POLICY PREMIUM IF PAID IN FULL	$1,697.00

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums. The Paid in Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premiums in full directly to the Company.

FORMS THAT APPLY TO ALL COVERAGE PART SHOWN ABOVE (EXCEPT GARAGE LIABILITY, DEALER'S BLANKET, COMMERCIAL AUTOMOBILE, IF APPLICABLE)
55000 (01-87) IL0017 (11-85)

A Merit Rating Plan Factor of 0.95 Applies.

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Billing Type: Company Bill SEMI-ANNUAL Account 008296403
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EXXCICS

Owners

55039 (11-87)
Issued 07-18-2011

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 08-31-2011

AGENCY COUNTYBANC INSURANCE INC
16-0098-00 MKT TERR 046 (864) 942-8000 **POLICY NUMBER 054616-36507815-11**

INSURED ROCKFORD AME CHURCH

ADDRESS PO BOX 142
HWY 81
MOUNT CARMEL, SC 29840-0142

Company Bill

POLICY TERM		
12:01 a.m.	to	12:01 a.m.
08-31-2011		08-31-2012

Policy change: Effective Date of Change MO____ DY____ YR____
Cross out old information and write in the changes.

COMMON POLICY INFORMATION

BUSINESS DESCRIPTION: Church

ENTITY: Not For Profit Org__

PROGRAM: Institutional - Church

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S).	PREMIUM
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COMMERCIAL PROPERTY COVERAGE	$1,675.00
MINIMUM EQUIPMENT BREAKDOWN PREMIUM ADJUSTMENT (CP)	7.00
COMMERCIAL GENERAL LIABILITY COVERAGE	77.00
MINIMUM PREMIUM ADJUSTMENT (GL)	52.00
COMMERCIAL CRIME COVERAGE	82.00
MINIMUM PREMIUM ADJUSTMENT (CR)	38.00
TOTAL	$1,931.00
PAID IN FULL DISCOUNT	$157.00
TOTAL POLICY PREMIUM IF PAID IN FULL	$1,774.00

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums. The Paid in Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premiums in full directly to the Company.

FORMS THAT APPLY TO ALL COVERAGE PART SHOWN ABOVE (EXCEPT GARAGE LIABILITY, DEALER'S BLANKET, COMMERCIAL AUTOMOBILE, IF APPLICABLE)
55003 (01-87) IL0017 (11-85)

A Merit Rating Plan Factor of 0.95 Applies.

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Billing Type: Company Bill SEMI-ANNUAL Account 008296403
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Owners INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

55039 (11-87)
Issued 07-17-2012

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 08-31-2012

AGENCY COUNTYBANC INSURANCE INC
16-0098-00 MKT TERR 046 (864) 942-8000 POLICY NUMBER 054616-36507815-12

INSURED ROCKFORD AME CHURCH

ADDRESS PO BOX 366

ABBEVILLE, SC 29620-0366

Company Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
08-31-2012	to 08-31-2013

Policy change: Effective Date of Change MO____ DY____ YR____
Cross out old information and write in the changes.

COMMON POLICY INFORMATION

RECEIVED
JUL 23 2012
BY:

BUSINESS DESCRIPTION: Church

ENTITY: Not For Profit Org__

PROGRAM: Institutional - Church

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S).	PREMIUM
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COMMERCIAL PROPERTY COVERAGE	$1,562.00
MINIMUM EQUIPMENT BREAKDOWN PREMIUM ADJUSTMENT (CP)	9.00
COMMERCIAL GENERAL LIABILITY COVERAGE	82.00
MINIMUM PREMIUM ADJUSTMENT (GL)	91.00
COMMERCIAL CRIME COVERAGE	82.00
MINIMUM PREMIUM ADJUSTMENT (CR)	58.00
TOTAL	$1,884.00
PAID IN FULL DISCOUNT	$152.00
TOTAL POLICY PREMIUM IF PAID IN FULL	$1,732.00

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums. The Paid in Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premiums in full directly to the Company.

FORMS THAT APPLY TO ALL COVERAGE PART SHOWN ABOVE (EXCEPT GARAGE LIABILITY, DEALER'S BLANKET, COMMERCIAL AUTOMOBILE, IF APPLICABLE)
55003 (01-87) IL0017 (11-85)

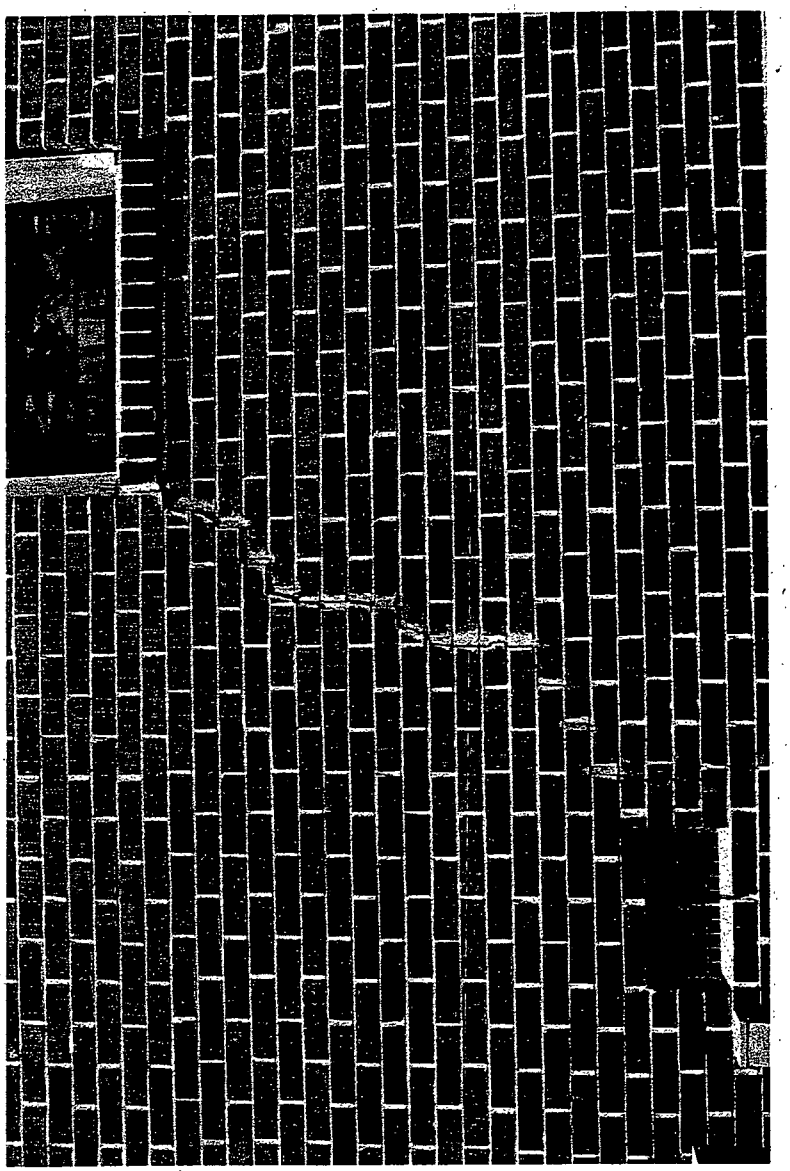
A Merit Rating Plan Factor of 0.95 Applies.

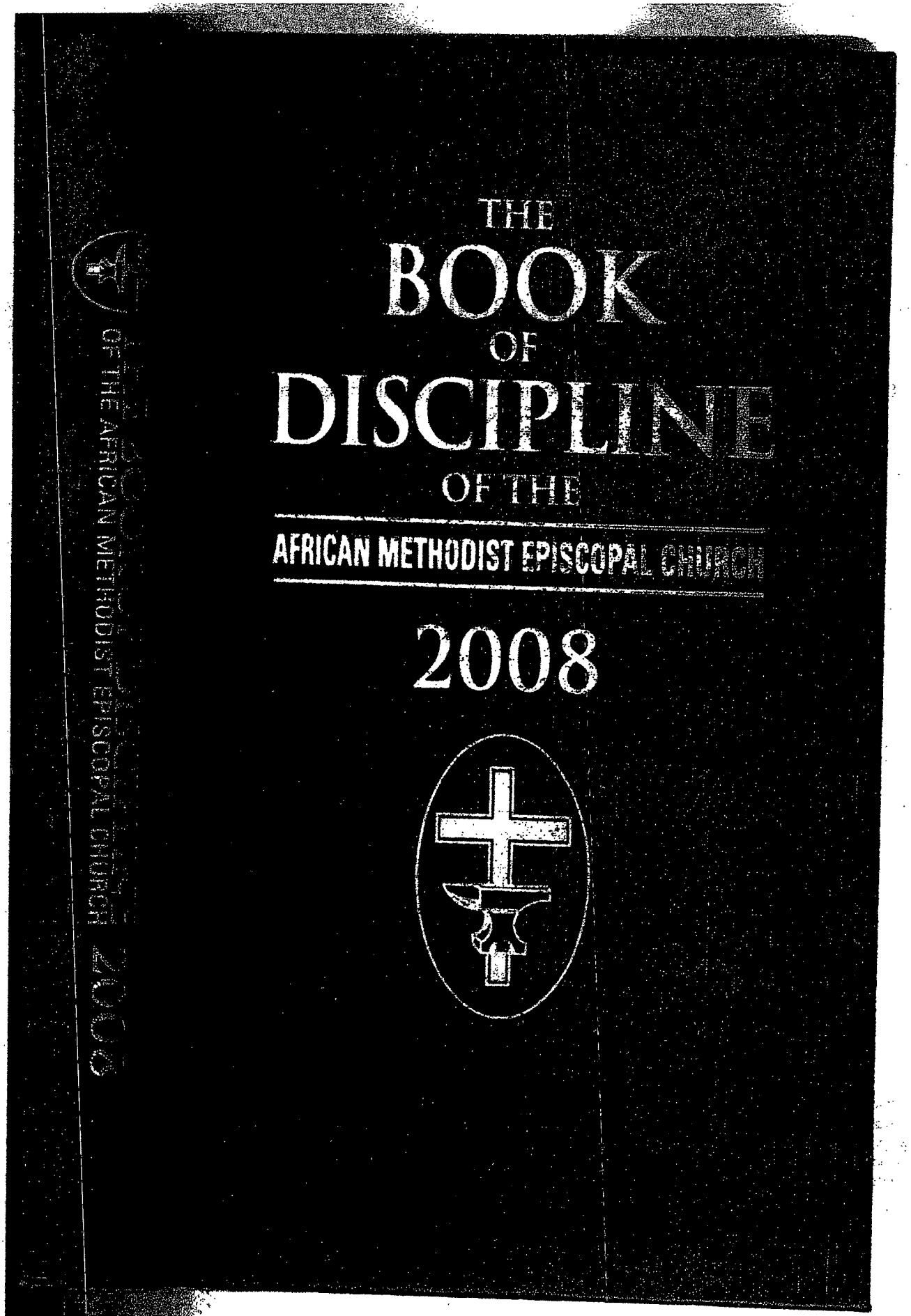
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Billing Type: Company Bill SEMI-ANNUAL Account 008296403
0750 0750 0750

EXXCICS

ROCKFORD
AME CHURCH
Rev.
Pastor
Church School: 9:45
Service: 11:00




THE
BOOK
OF
DISCIPLINE
OF THE
AFRICAN METHODIST EPISCOPAL CHURCH
2008
OF THE AFRICAN METHODIST EPISCOPAL CHURCH 2008

Mr. Richard Allen Lewis Sr. Treasurer/CFO	1134 11th Street, NW Washington, DC 20001 (202) 371-8700—Office (202) 371-8735—FAX and 512 8th Avenue, South Nashville, TN 37203 (615) 259-3771 (615) 259-3776—FAX cfo96amec@aol.com
Attorney William A. Marsh Jr. General Counsel	P.O. Box 125 120 E. Parrish Street, Suite 310 Durham, NC 27702 (919) 688-2374—Office (919) 688-2376—FAX Wmarshjr.1@earthlink.net

CONSULTANTS

Bishop Philip Robert Cousin Sr. Consultant	1322 Rosemary Lane Bowling Brooks, IL 60490 (815) 577-9706
Dr. Jamye Coleman Williams Consultant	125 Wynfield Way, SW Atlanta, GA 30331 (404) 346-8927—Phone/FAX JMACAME@aol.com

Section II. GENERAL CHURCH PROPERTY

A. Purchase, Transfer

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

However, the absence of an IN TRUST clause as indicated herein, in deeds, and documents of conveyances previously executed shall not exclude a

local church from or relieve it of its Connectional character and responsibilities to the African Methodist Episcopal Church, Inc., nor shall the lack of the IN TRUST phrase excuse or absolve a local congregation, church agency or Board of Trustees of its responsibilities and accountability to the African Methodist Episcopal Church, Inc., provided, the intent and desires of the founders and of the later congregations or Board of Trustees have all demonstrated the following conduct:

1. use of the name, customs, polity, or literature of the AME Church, Inc., in such a manner as to be known as a part of the AME Church connection;

2. conveyance of said property to the trustees of a local church or agency to the AME Church, Inc.;

3. the acceptance of the pastorate of ministers appointed by a bishop of an episcopal district or Annual Conference of the AME Church, Inc.;

4. the payment of conference assessments or dues;

5. the participation and enrollment of the church as a member of the connection of the AME Church, Inc., by said local church in the Quarterly Conference and the Annual Conferences.

B. Local Church Property—Transfer of Property

The Board of Trustees, duly elected by the local church as provided by *The Book of Discipline of the African Methodist Episcopal Church*, may take such steps to purchase, mortgage, sell, transfer and convey real and personal property, PROVIDED that such transfer has been duly approved by the resolution in Quarterly Conference of the said church, and also by the trustees of the Annual Conference in which the property is located, and of which the presiding bishop is president.

The Board of Trustees of the local church holds the property IN TRUST for the General Church and not in their individual capacities. When the local church shall be incorporated, all property—real, personal, or mixed—shall be deeded to it in its corporate name, IN TRUST for the African Methodist Episcopal Church, Inc.

The local church corporation shall have the power to sell, convey and dispose of both real and personal property as directed by *The Book of Discipline of the African Methodist Episcopal Church*. The proceeds of or from the sale of any local church property shall be held IN TRUST for the African Methodist Episcopal Church or disbursed for another improvement of other property owned by it, or to be purchased by it. No property shall be sold except with the approval of the Quarterly Conference, by Resolution.

C. Mortgaging Property

The Board of Trustees and Incorporators of the local church, elected, and

organized as prescribed in *The Book of Discipline of the African Methodist Episcopal Church*, shall have the power to mortgage or encumber the property of the local church or corporation, PROVIDED such action has been authorized by majority vote of the membership present in a duly called Church Conference for this specific purpose. It shall be required that NOTICE of such meetings must be given fourteen (14) days previously, including two (2) Sundays, and such action must be approved by Resolution in a regular session of the Quarterly Conference. When a local church complies with the requirements set forth in this section, consent for the same is not necessary to be obtained from the African Methodist Episcopal Church, Incorporated. (Wherever these laws conflict with the laws of the state in which the property is located, the pastor and the Trustees shall proceed in a manner to conform with these laws).

D. Abandoned Property

If any church property is abandoned in consequence of the disbanding of the society, the title of said property shall be vested in the Annual Conference in which it is located. Said property shall be sold by the Annual Conference Trustees and the proceeds deposited in the Annual Conference treasury, to be used for mission work and church extension in the conference in which said property is located. The funds shall be disbursed by the direction of the conference committee on church extension, with the approval of the Annual Conference. A duplicate record of the transaction shall be deposited with the General Secretary of the African Methodist Episcopal Church.

E. Form of Deed

BE IT KNOWN AND REMEMBERED that on this _____ day of _____, the year of our Lord _____. We, the below named Trustees of the church, a duly organized religious body, in the presence of the witnesses, who have joined this the Notary Public in affixing our signatures hereto:

BY THESE PRESENTS WITNESSETH:

That the church is a not-for-profit religious congregation under the laws of the State of _____. That the said _____ Church is a local church of the African Methodist Episcopal Church, as set forth by *The Book of Discipline of the African Methodist Episcopal Church*, and amended, and is therefore subject to the

ROCKFORD CHURCH

P.O. Box 142 Hwy 81 N.
Mount Carmel, SC 29840
864-391-3295

March 27, 2011

To Rockford Church Members,

We greet you in the joy of Jesus. We the Stewards and Trustees of Rockford Church are writing this letter to ask that you attend a meeting to discuss the future of Rockford.

Over the past years we have continually asked the Elders and Bishop for an adjustment to the budget with no results. Due to the continued increases in the budget and the inability to pay along with the need to build a new church, we have decided to dissolve our association with the A.M.E. Church. We have retained the Watson Law Firm in Greenwood South Carolina to represent Rockford in this matter.

We have scheduled a meeting to be held on April 17, 2011 at 11:00 a.m. right after praise and Worship Service and Church School. It is very important for each member of the church to attend. We are asking each member to come prepared to discuss any concerns you may have.

If for any reason you cannot attend this meeting we kindly ask that you contact Naomi Mattison at 864-459-5631 or Henry Banks at 864-391-2894. We thank you in advance for your support in this matter and we look forward to seeing you at the meeting.

Yours in Christ,

Rockford Church Stewards and Trustees

EXHIBIT
Plaintiff 4
Henry Banks
PENGAD 800-631-6989

JANUARY 27, 2011

MEMBERS OF ROCKFORD CHURCH

REVEREND VIRGINIA A. M. STITH, and
PRESIDING ELDER SAMUEL L. McPHERSON

Our church continues to struggle, with attendance down and not enough finances to even pay our expenses. We had a meeting with our officers and members. The following letter was drafted, and I was asked to send it to you.

We, the members of Rockford Church, have decided that we will not pay any more budgets, or participate in any district activities. This includes the Pastor's salary.

Yours Respectfully,

Rockford Church Members

Sent by Steward Henry Banks

ockford Church
O Box 142
t. Carmel, SC 29840

7010 0780 0000 4980 8785



7010 0780 0000 4980 8785

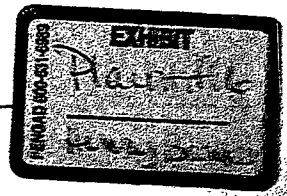


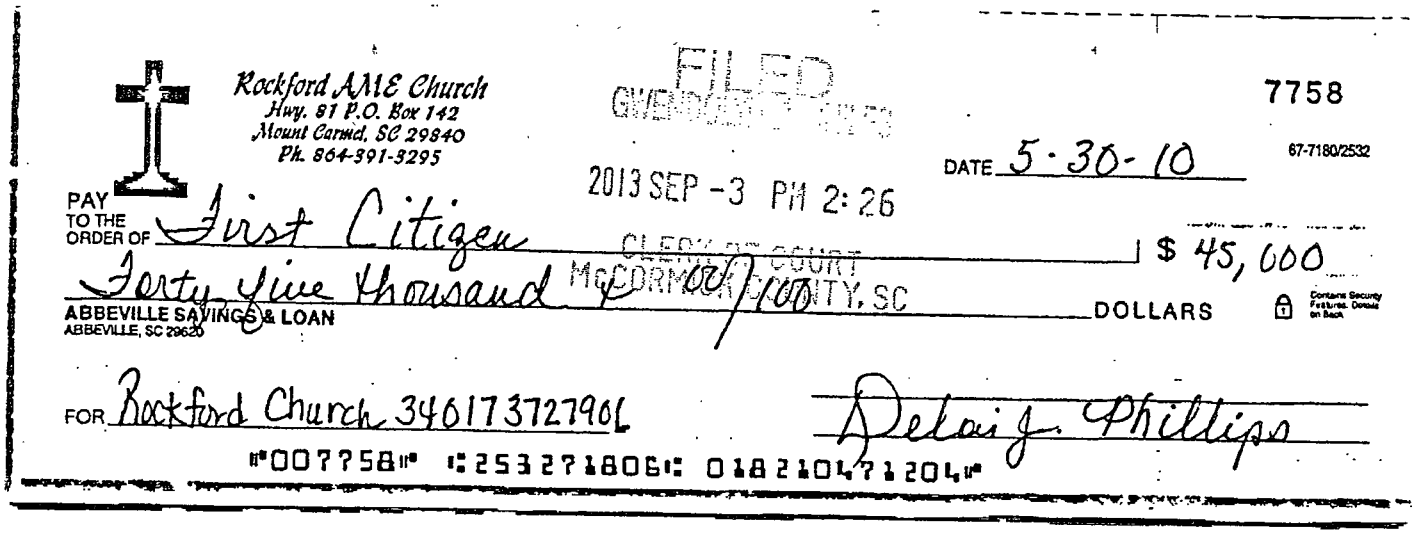
1000 29620

U.S.
ABBE
JAN
A

REV. VIRGINIA A. M. STITH
PO BOX 392
ABBEVILLE, SC 29620

1-28-11





Rockford AME Church
Hwy. 81 P.O. Box 142
Mount Carmel, SC 29840
Ph. 864-391-3295

FILED
GWENDOLYN [illegible]
2013 SEP -3 PM 2:26
CLERK OF COURT
McCORMICK COUNTY, SC

7758

DATE 5-30-10

67-7180/2532

PAY TO THE ORDER OF First Citizen

$ 45,000

Forty Five Thousand & 00/100 DOLLARS

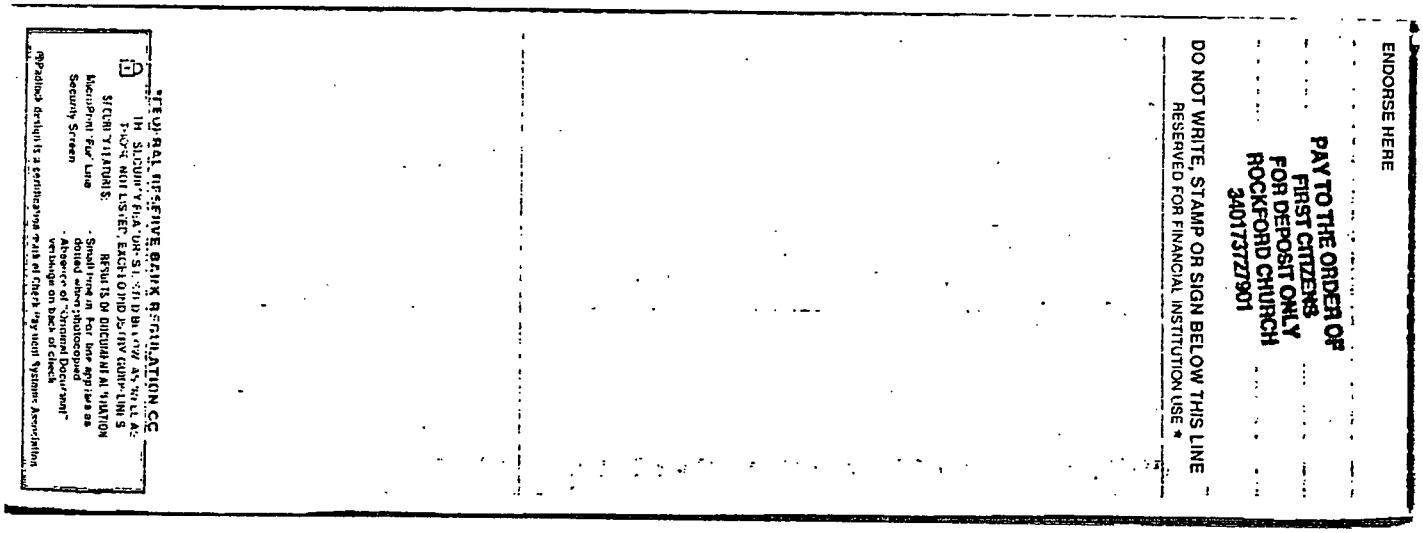
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ABBEVILLE SAVINGS & LOAN
ABBEVILLE, SC 29620

FOR Rockford Church 340173727901

Delois J. Phillips

⑈007758⑈ ⑆253271806⑆ 018210471204⑈



ENDORSE HERE

PAY TO THE ORDER OF
FIRST CITIZENS
FOR DEPOSIT ONLY
ROCKFORD CHURCH
340173727901

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Item Amount	Item Serial	Item R/T	Item Type	Item Account	Item Sequence
$45,000.00	7758	25327180	Transit Item	18210471204	7100789411

ROCKFORD CHURCH
PO BOX 142, HWY 81 N
MOUNT CARMEL, SC 29840-0142

DEPOSIT TICKET

DATE 5-30-10

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

USE OTHER SIDE FOR ADDITIONAL LISTING. BE SURE EACH ITEM IS PROPERLY ENDORSED.

TOTAL ITEMS

☐ CURRENCY ▸	188.00
☐ COIN ▸	1.00
CHECKS	46392.06
TOTAL FROM REVERSE ▸	
$	46581.00

06/01/10 409094 0046 340173727901 DD $46,581.00

First Citizens
First Citizens Bank & Trust Company, Inc.

⑆500908000⑆340173727901⑈ 01

THIS TOTAL MUST BE ENTERED ON OTHER SIDE

ADDITIONAL CHECK LISTING SPACE
DATE OTHER SIDE
DOLLARS
CENTS

Account Number	Posting Date	Amount	Serial Number	Source	Type	Status	Sequence Number
340173727901	2010-06-01	$46,581.00	0	Check	Credit	Posted	00000000007100789409

BankWare

Current Date: September 03, 2013

Account Number:	185310233
Capture Date:	September 28, 2010
Item Number:	5250104965511
Posted Date:	September 28, 2010
Posted Item Number:	228
Amount:	29,199.08
Record Type:	Debit

ABBEVILLE SAVING & LOAN
OPERATING ACCOUNT
PO BOX 428
ABBEVILLE SC 29620

AD

Abbeville Savings & Loan
205 S. MAIN ST ABBEVILLE, SC 29620
(864) 366-2158

No. 75202
67-7180/2532

DATE 09/10/10

TWENTY NINE THOUSAND ONE HUNDRED NINETY NINE and 08/100USDollars

AMOUNT ***$29,199.08***

Pay To The Order Of
ROCKFORD AME CHURCH
BUILDING FUND
PO BOX 142
MOUNT CARMEL SC 29840-0142

Warda G. King

VOID AFTER 90 DAYS

⑈00075202⑈ ⑆253271806⑆ 018531023302⑈

The following security features (and others not listed) exceed industry standards:

Security Features
Security Screen
Microprint Signature Line
Chemical Sensitivity
Padlock Icon

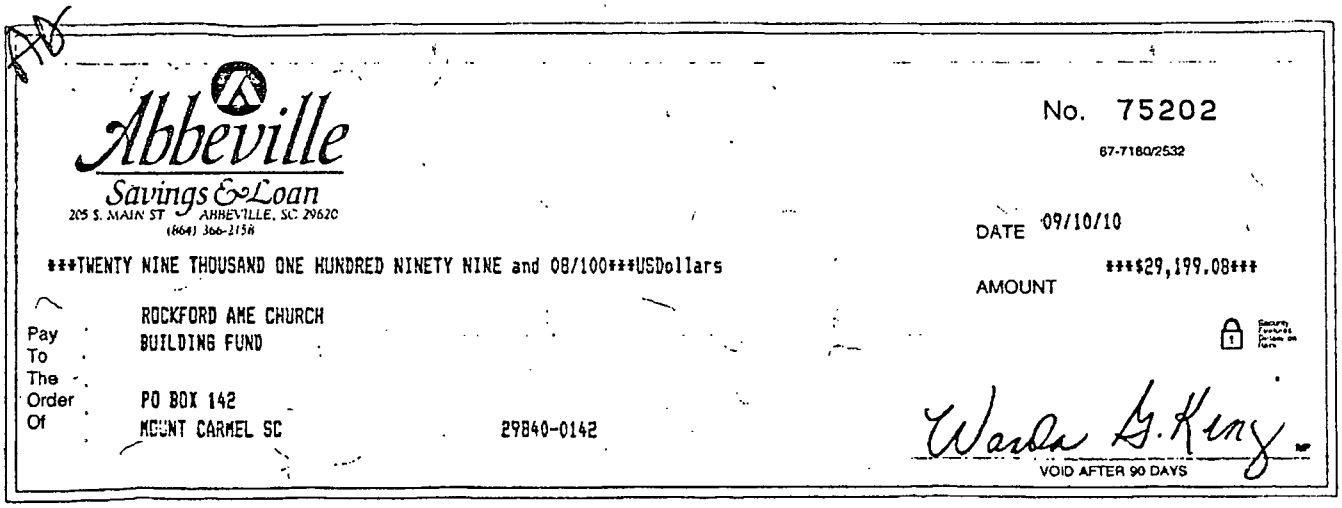
Document appearance if altered:
• Absence or modification of "Original Document" between on each check
• Document void pantograph visible
• Colored stains or spots appear with chemical alteration
• Absence of padlock icon

PAY TO THE ORDER OF
FIRST CITIZENS
FOR DEPOSIT ONLY
ROCKFORD CHURCH
340172727901

DO NOT WRITE BELOW THIS LINE
USAGE ONLY

ENDORSE HERE:

X



Abbeville
Savings & Loan
205 S. MAIN ST ABBEVILLE, SC 29620
(864) 366-2158

No. 75202

67-7180/2532

DATE 09/10/10

TWENTY NINE THOUSAND ONE HUNDRED NINETY NINE and 08/100USDollars

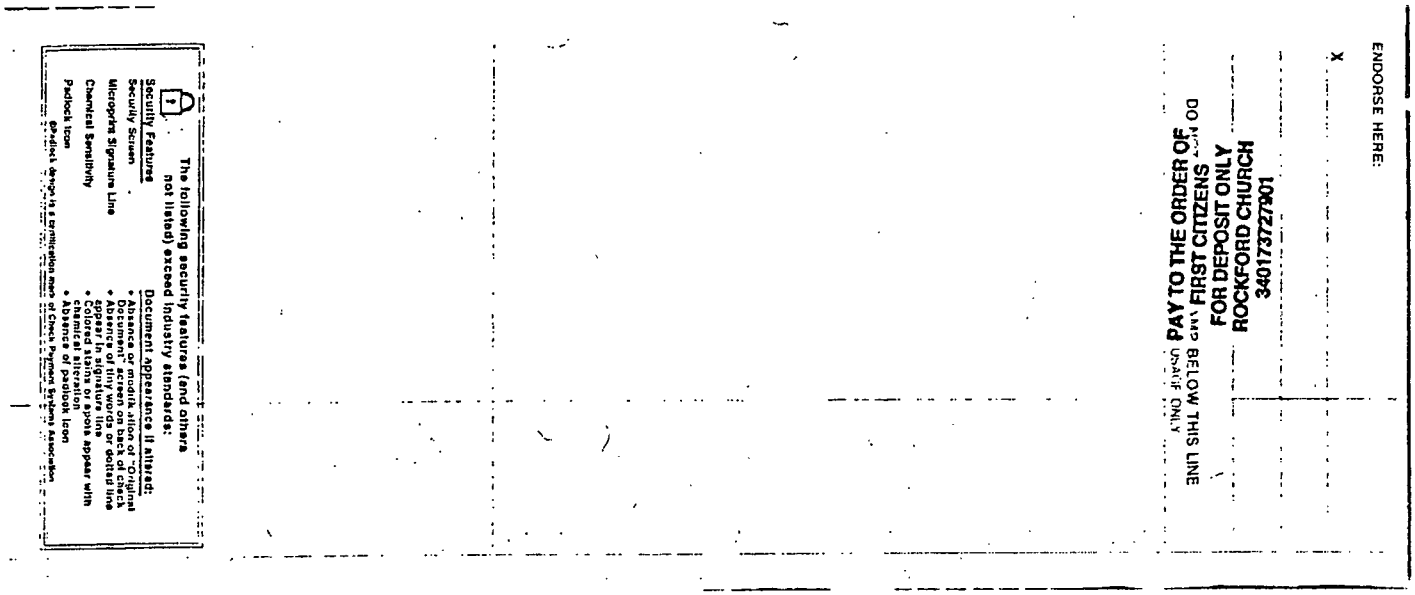
AMOUNT ***$29,199.08***

Pay To The Order Of
ROCKFORD AME CHURCH
BUILDING FUND
PO BOX 142
MOUNT CARMEL SC 29840-0142

Warda G. King

VOID AFTER 90 DAYS

⑈00075202⑈ ⑆253271806⑆ 018531023302⑈



ENDORSE HERE:

X

DO NOT WRITE BELOW THIS LINE
BANK USE ONLY

PAY TO THE ORDER OF
FIRST CITIZENS
FOR DEPOSIT ONLY
ROCKFORD CHURCH
3401737277901

The following security features (and others not listed) exceed industry standards:

Security Features
Security Screen
Microprint Signature Line
Chemical Sensitivity
Padlock Icon

Document appearance if altered:
• Absence or modification of "Original Document" screen on back of check
• Absence of tiny words or scatter line appear in signature line
• Chemical stains appear with chemical alteration
• Absence of padlock icon

Item Amount	Item Serial	Item R/T	Item Type	Item Account	Item Sequence
$29,199.08	75202	25327180	Transit Item	18531023302	7000024371

BankWare

Current Date:	September 03, 2013
Account Number:	185310233
Capture Date:	October 05, 2010
Item Number:	5250105449435
Posted Date:	October 05, 2010
Posted Item Number:	268
Amount:	37,714.26
Record Type:	Debit

ABBEVILLE SAVING & LOAN
OPERATING ACCOUNT
PO BOX 428
ABBEVILLE SC 29620

Abbeville Savings & Loan
205 S MAIN ST ABBEVILLE, SC 29620
(864) 366-2158

No. 75299

57-7160/2532

DATE 10/01/10

THIRTY SEVEN THOUSAND SEVEN HUNDRED FOURTEEN and 26/100USDollars

AMOUNT ***$37,714.26***

Pay To The Order Of ROCKFORD AME CHURCH

VOID AFTER 90 DAYS

⑈00075299⑈ ⑆253271806⑆ 018531023302⑈

The following security features (and others not listed) exceed industry standards:

Security Features

Security Screen

Microprint Signature Line

Chemical Sensitivity

Padlock Icon

Document appearance if altered:

- Absence or modification of "Original Document" security feature
- Absence of tiny words on dotted line
- Colored fibers or spots appear with chemicals

ENDORSE HERE:

X _____

PAY TO THE ORDER OF
FIRST CITIZENS
FOR DEPOSIT ONLY
ROCKFORD CHURCH
[illegible]

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

DEPOSIT TICKET

ROCKFORD CHURCH
PO BOX 142, HWY 81 N
MOUNT CARMEL, SC 29840-0142

DATE 10-3-10

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

USE OTHER SIDE FOR ADDITIONAL LISTING. BE SURE EACH ITEM IS PROPERLY ENDORSED.

TOTAL ITEMS

☐ CURRENCY ▸	115.00
☐ COIN ▸	7.00
CHECKS	37835.26
TOTAL FROM REVERSE ▸	
$	37957.26

10/04/1 409092 0048 340173727901 DD $37,957.26

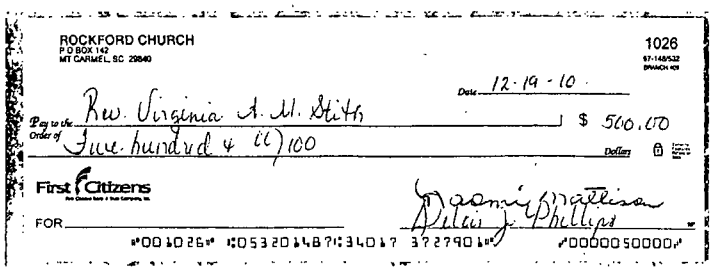
First Citizens
First Citizens Bank & Trust Company, Inc.

⑆500908000⑆340173727901⑈ 01

THIS TOTAL MUST BE ENTERED ON OTHER SIDE

ADDITIONAL CHECK LISTING SPACE
DATE OTHER SIDE
DOLLARS
CENTS

Account Number	Posting Date	Amount	Serial Number	Source	Type	Status	Sequence Number
340173727901	2010-10-04	$37,957.26	0	Check	Credit	Posted	00000000007200624838


ROCKFORD CHURCH
P O BOX 142
MT CARMEL, SC 29840

1026

Date 12-19-10

Pay to the Order of Rev. Virginia A. M. Stitt $ 500.00

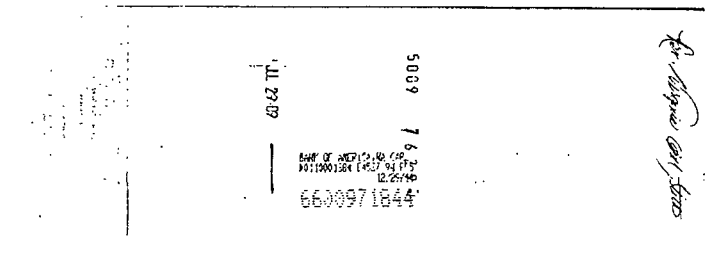
Five hundred & 00/100 Dollars

First Citizens

FOR

Naomi Mattison
Delois J. Phillips

⑈001026⑈ ⑆053201487⑆340017 3727901⑈ ⑈00000500000⑈

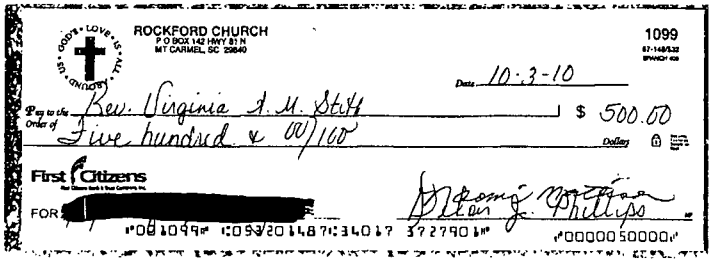

5009 7 6 2003

BANK OF AMERICA,NA CAR
⑆011000138⑆ 6600971844

Rev. Virginia A. M. Stitt

DDA Debit - (12/30/2010)

(Back)


ROCKFORD CHURCH
P O BOX 142 HWY 81 N
MT CARMEL, SC 29840

1099

Date 10-3-10

Pay to the Order of Rev. Virginia A. M. Stitt $ 500.00

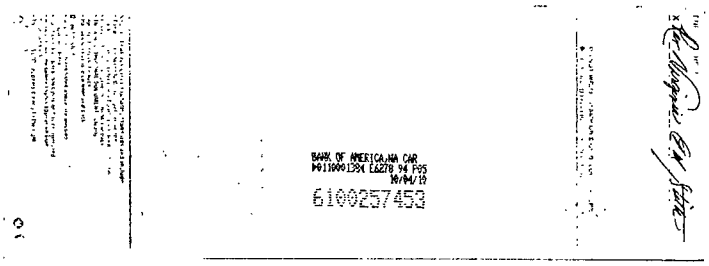
Five hundred & 00/100 Dollars

First Citizens

FOR [redacted]

Naomi Mattison
Delois J. Phillips

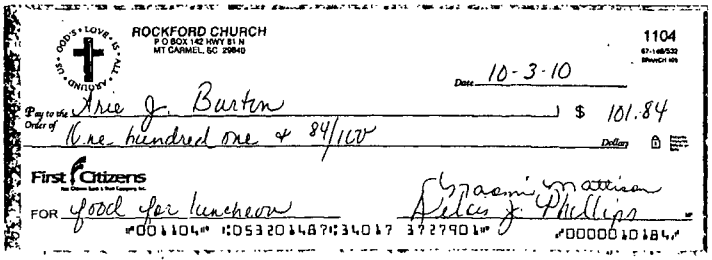
⑈001099⑈ ⑆053201487⑆340017 3727901⑈ ⑈00000500000⑈


BANK OF AMERICA,NA CAR
⑆011000138⑆ 6100257453

Rev. Virginia A. M. Stitt

DDA Debit - (10/05/2010)

(Back)


ROCKFORD CHURCH
P O BOX 142 HWY 81 N
MT CARMEL, SC 29840

1104

Date 10-3-10

Pay to the Order of Ane J. Burton $ 101.84

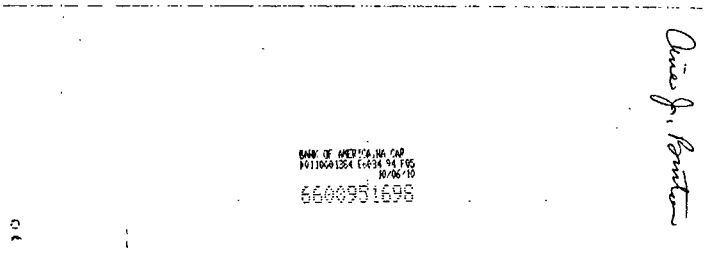
One hundred one & 84/100 Dollars

First Citizens

FOR Food for luncheon

Naomi Mattison
Delois J. Phillips

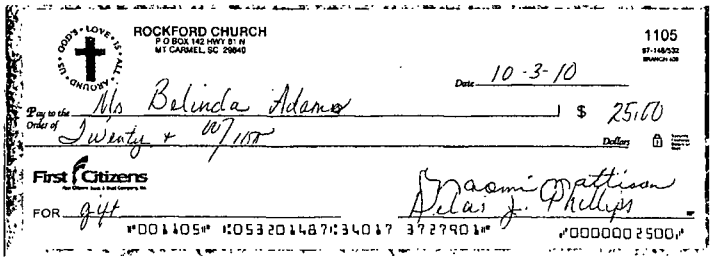
⑈001104⑈ ⑆053201487⑆340017 3727901⑈ ⑈00000101840⑈


BANK OF AMERICA,NA CAR
⑆011000138⑆ 6600951698

Ane J. Burton

DDA Debit - (10/07/2010)

(Back)


ROCKFORD CHURCH
P O BOX 142 HWY 81 N
MT CARMEL, SC 29840

1105

Date 10-3-10

Pay to the Order of Ms Belinda Adams $ 25.00

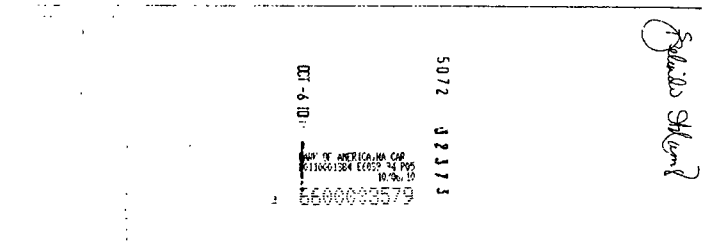
Twenty & 00/100 Dollars

First Citizens

FOR gift

Naomi Mattison
Delois J. Phillips

⑈001105⑈ ⑆053201487⑆340017 3727901⑈ ⑈00000002500⑈


OCT 6 10

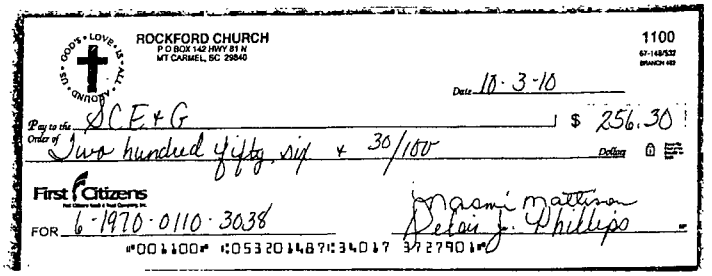
5072 J2373

BANK OF AMERICA,NA CAR
⑆011000138⑆ 6600033579

Belinda Adams

DDA Debit - (10/07/2010)

(Back)


ROCKFORD CHURCH
P O BOX 142 HWY 81 N
MT CARMEL, SC 29840

1100

Date 10-3-10

Pay to the Order of SCE&G $ 256.30

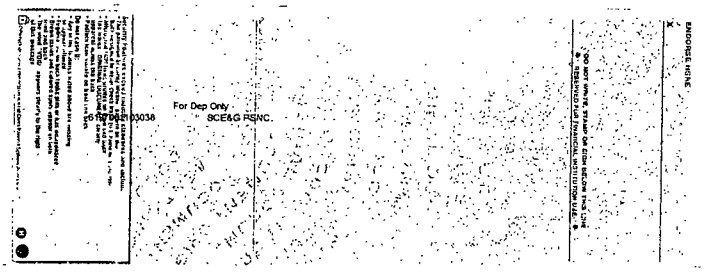
Two hundred fifty six & 30/100 Dollars

First Citizens

FOR 6-1970-0110-3038

Naomi Mattison
Delois J. Phillips

⑈001100⑈ ⑆053201487⑆340017 3727901⑈


For Dep Only
SCE&G RSNC

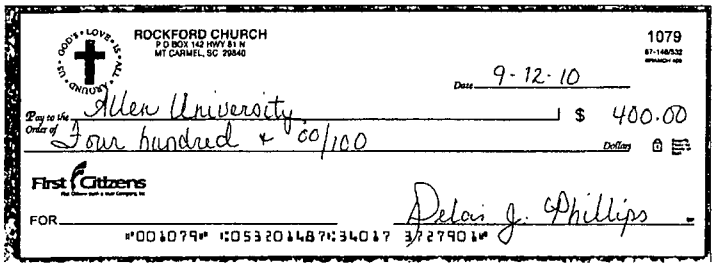
DO NOT WRITE, STAMP OR MARK BELOW THIS LINE

ENDORSE HERE

SCE&G

DDA Debit - (10/07/2010)

(Back)


ROCKFORD CHURCH
P O BOX 142 HWY 81 N
MT CARMEL, SC 29840

1079

Date 9-12-10

Pay to the Order of Allen University $ 400.00

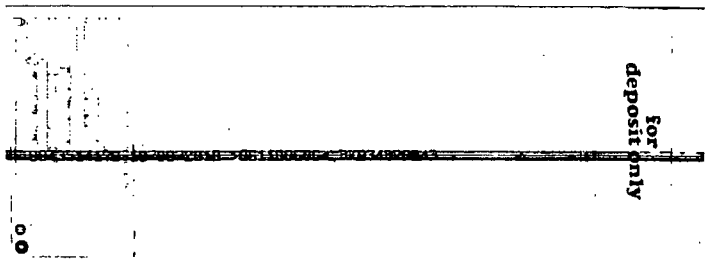
Four hundred & 00/100 Dollars

First Citizens

FOR

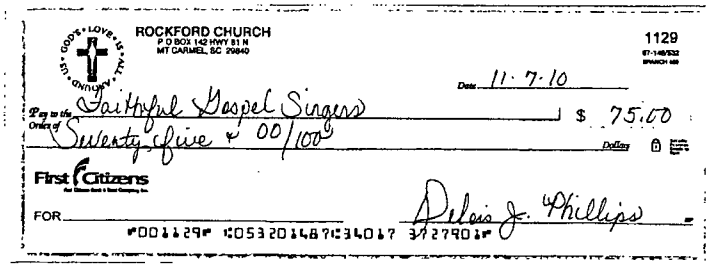
Delois J. Phillips

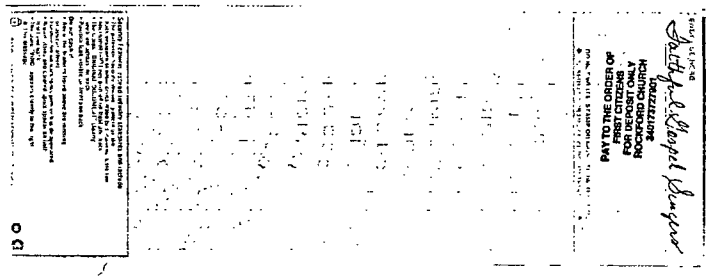
⑈001079⑈ ⑆053201487⑆340017 3727901⑈


for deposit only

DDA Debit - (10/08/2010)

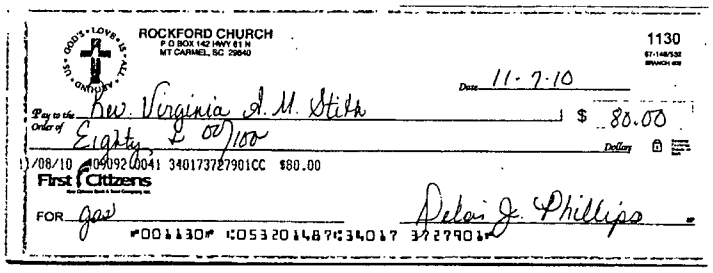
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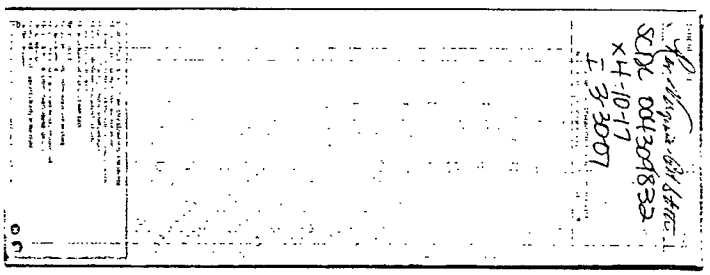




DDA Debit - (11/08/2010)

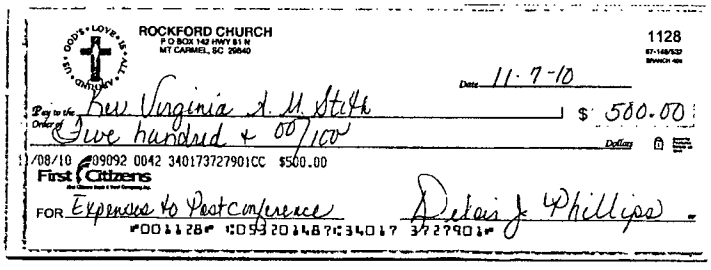
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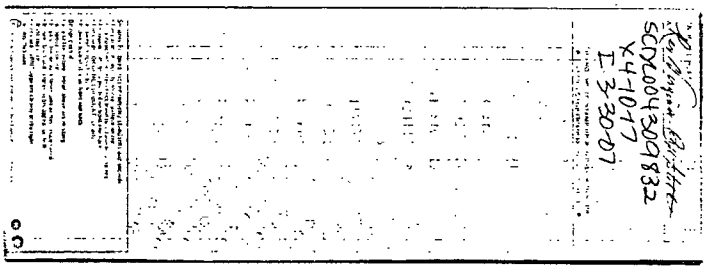




DDA Debit - (11/08/2010)

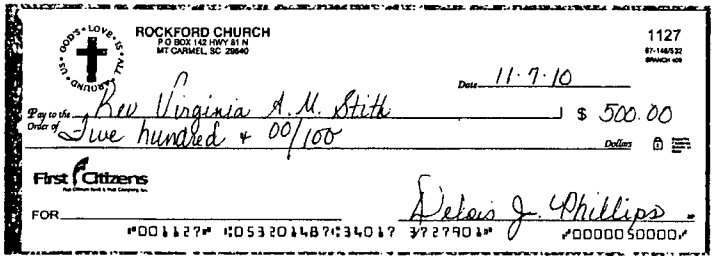
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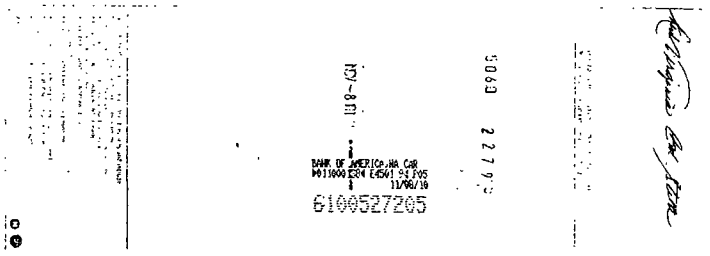




DDA Debit - (11/08/2010)

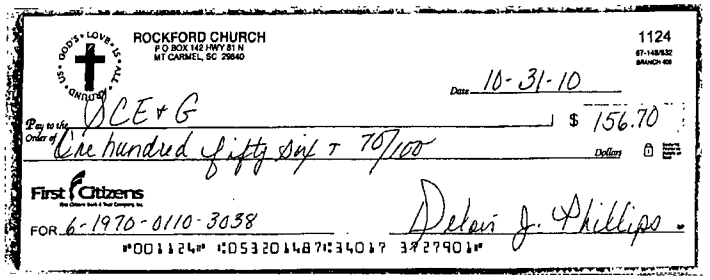
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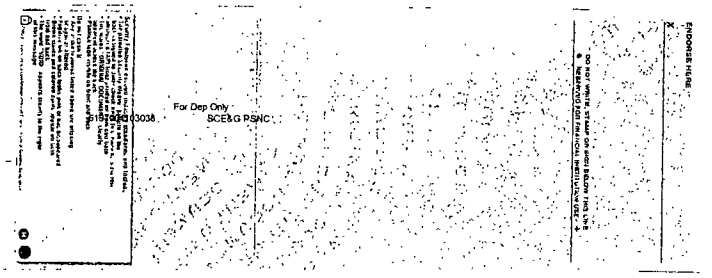




DDA Debit - (11/09/2010)

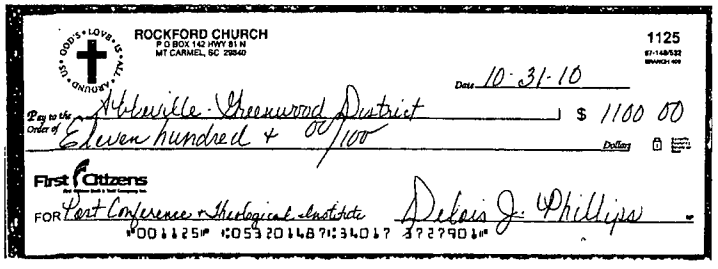
(Back)

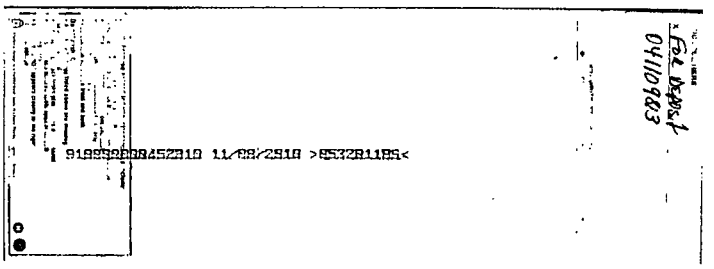




DDA Debit - (11/09/2010)

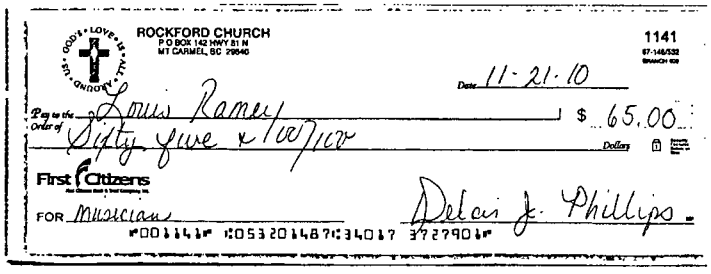
(Back)





DDA Debit - (11/09/2010)

(Back)


ROCKFORD CHURCH
P O BOX 142 HWY 81 N
MT CARMEL, SC 29840

1141

Date 11-21-10

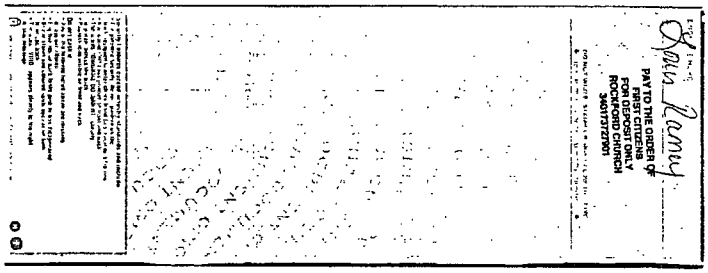
Pay to the Order of Louis Ramey $ 65.00

Sixty five x 00/100 Dollars

First Citizens

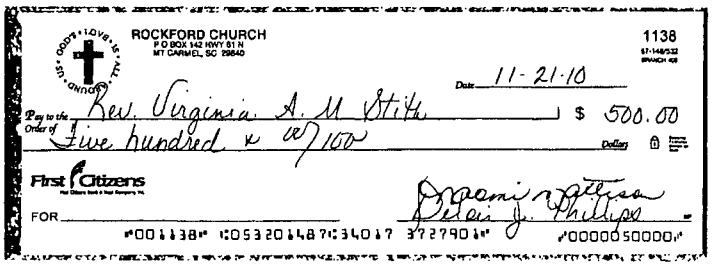
FOR Musician Delois J. Phillips

⑈001141⑈ ⑆053201487⑆340117 3727901⑈


Louis Ramey

PAY TO THE ORDER OF
FIRST CITIZENS
FOR DEPOSIT ONLY
ROCKFORD CHURCH
340173727901

DDA Debit - (11/22/2010)


ROCKFORD CHURCH
P O BOX 142 HWY 81 N
MT CARMEL, SC 29840

1138

Date 11-21-10

Pay to the Order of Rev. Virginia A. M Stith $ 500.00

Five hundred x 00/100 Dollars

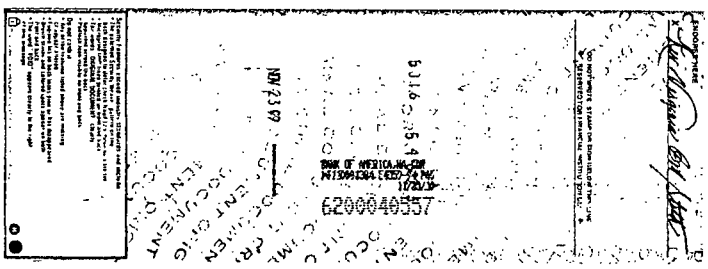
First Citizens

FOR

Delois J. Phillips

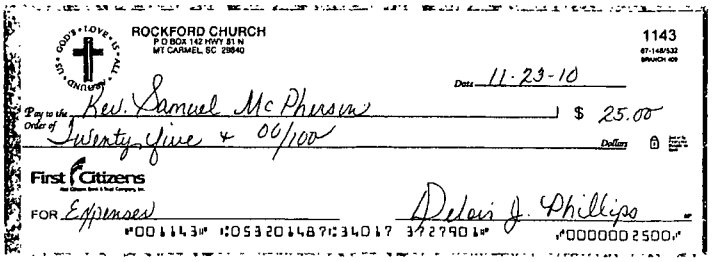
⑈001138⑈ ⑆053201487⑆340117 3727901⑈ ⑈00000500000⑈

(Back)


Virginia A. M Stith

6200040557

DDA Debit - (11/24/2010)


ROCKFORD CHURCH
P O BOX 142 HWY 81 N
MT CARMEL, SC 29840

1143

Date 11-23-10

Pay to the Order of Rev. Samuel Mc Pherson $ 25.00

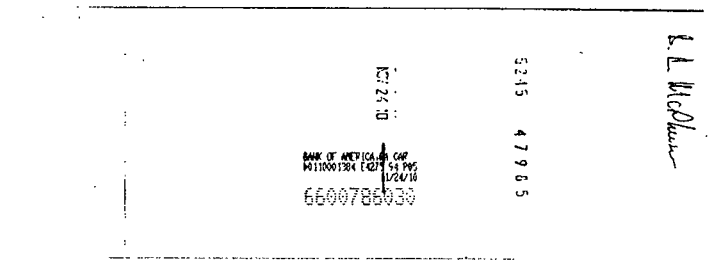
Twenty five x 00/100 Dollars

First Citizens

FOR Expenses Delois J. Phillips

⑈001143⑈ ⑆053201487⑆340117 3727901⑈ ⑈00000002500⑈

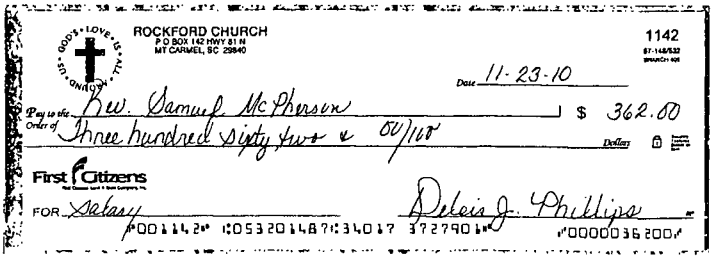
(Back)


B. L. McPherson

5215 47985

6600786030

DDA Debit - (11/24/2010)


ROCKFORD CHURCH
P O BOX 142 HWY 81 N
MT CARMEL, SC 29840

1142

Date 11-23-10

Pay to the Order of Rev. Samuel Mc Pherson $ 362.00

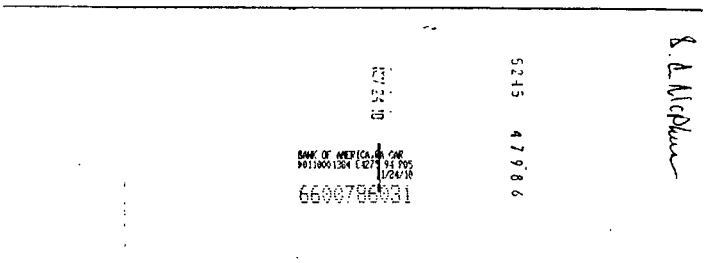
Three hundred sixty two x 00/100 Dollars

First Citizens

FOR Salary Delois J. Phillips

⑈001142⑈ ⑆053201487⑆340117 3727901⑈ ⑈00000036200⑈

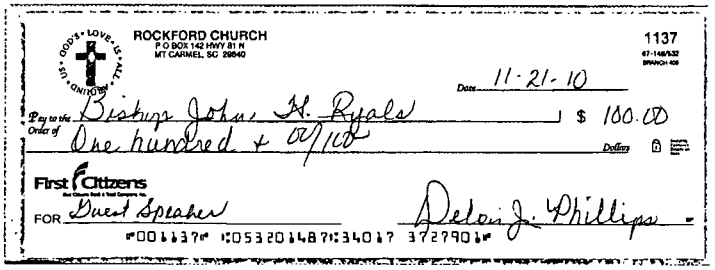
(Back)


B. L. McPherson

5215 47986

6600786031

DDA Debit - (11/24/2010)


ROCKFORD CHURCH
P O BOX 142 HWY 81 N
MT CARMEL, SC 29840

1137

Date 11-21-10

Pay to the Order of Bishop John H. Ryals $ 100.00

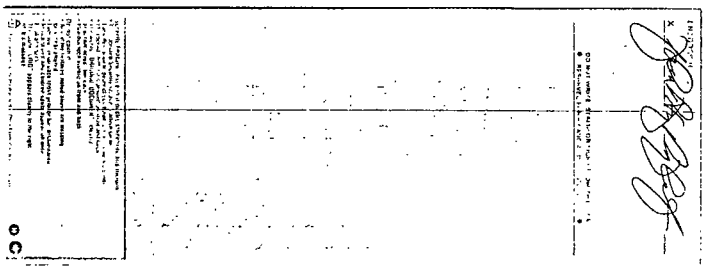
One hundred x 00/100 Dollars

First Citizens

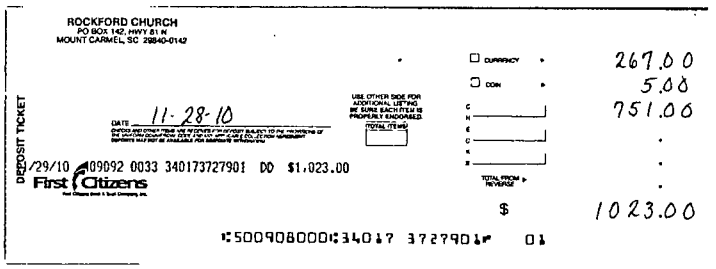
FOR Guest Speaker Delois J. Phillips

⑈001137⑈ ⑆053201487⑆340117 3727901⑈

(Back)



DDA Debit - (11/26/2010)


ROCKFORD CHURCH
PO BOX 142, HWY 81 N
MOUNT CARMEL, SC 29840-0142

DEPOSIT TICKET

DATE 11-28-10

USE OTHER SIDE FOR ADDITIONAL LISTING BE SURE EACH ITEM IS PROPERLY ENDORSED

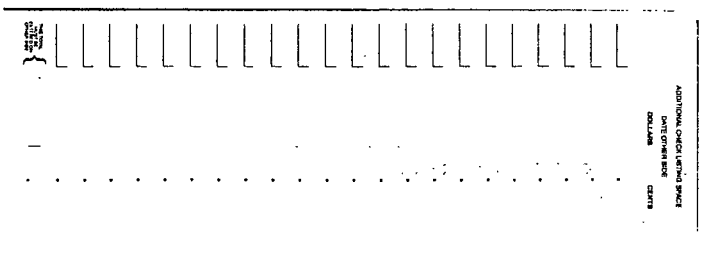
CURRENCY	267.00
COIN	5.00
	751.00
TOTAL FROM REVERSE	
$	1023.00

/29/10 09092 0033 340173727901 DD $1,023.00

First Citizens

⑆500908000⑆340117 3727901⑈ 01

(Back)


ADDITIONAL CHECK LISTING SPACE
DATE OTHER SIDE
DOLLARS
CENTS

DDA Credit - (11/29/2010)

(Back)

1066

Charge To: 14003100000006084206870 110590076537374 PAR 03/01/11
03011145637

Pay to the order of: OFFICEMAX 0983 $149.79
DOLLARS

ABA 053201487 Account 340173727901 Pre-Authorized Payment

⑈001066⑈ ⑆053201487⑆340147 3727901⑈ ⑈000014979⑈

⑆031000053⑆
PNC BANK TUNKHOK PKE PA
0300171772

DDA Debit - (03/01/2011)

ROCKFORD CHURCH
P O BOX 142
MT CARMEL, SC 29840

1070

Date 2-27-11

Pay to the Order of SCE+G $ 321.53

Three hundred twenty one + 53/100 Dollars

First Citizens

FOR 6-1970-0110-3038 Delois J. Phillips

⑈001070⑈ ⑆053201487⑆340147 3727901⑈

(Back)

For Dep Only
SCE&G PSNC

DDA Debit - (03/02/2011)

ROCKFORD CHURCH
P O BOX 142
MT CARMEL, SC 29840

1068

Date 2-27-11

Pay to the Order of Charles Wideman $ 100.00

One hundred + 00/100 Dollars

First Citizens

FOR Salary Delois J. Phillips

⑈001068⑈ ⑆053201487⑆340147 3727901⑈

(Back)

For Deposit Only
First U Store #103
7005901101 #10

DDA Debit - (03/02/2011)

ROCKFORD CHURCH
PO BOX 142, HWY 81 N
MOUNT CARMEL, SC 29840-0142

DEPOSIT TICKET

DATE 3-6-11

CURRENCY	289.00
COIN	3.00
	807.10
TOTAL ITEMS	
TOTAL FROM REVERSE	
$	1099.10

03/07/11 409090 0010 340173727901 DD $1,099.10

First Citizens

⑆500908000⑆340147 3727901⑈ 01

(Back)

DDA Credit - (03/07/2011)

ROCKFORD CHURCH
P O BOX 142
MT CARMEL, SC 29840

1071

Date 2-27-11

Pay to the Order of AME Church Sunday School Union $ 204.30

Two hundred four + 30/100 Dollars

First Citizens

FOR Invoice # 347357 Acct# 31212 Delois J. Phillips

⑈001071⑈ ⑆053201487⑆340147 3727901⑈ ⑈00000204 30⑈

(Back)

FOR DEPOSIT ONLY
To The Account Of
SUNDAY SCHOOL UNION AME CHURCH
JOHNNY BARBOUR

5733 37716

REGIONS BANK ⑆064000152⑆
E2276 36 0062677597 2
⑆062000153⑆
2300766587⑈

DDA Debit - (03/07/2011)

ROCKFORD CHURCH
P O BOX 142
MT CARMEL, SC 29840

1072

Date 3-6-11

Pay to the Order of McCormick County Water + Sewer $ 23.17

Twenty Three + 17/100 Dollars

First Citizens

FOR 815 Delois J. Phillips

⑈001072⑈ ⑆053201487⑆340147 3727901⑈

(Back)

1239972539

FOR DEPOSIT ONLY
McCormick County
Water and Sewer
Acct # 31212

DDA Debit - (03/09/2011)

(Back)

ROCKFORD CHURCH
PO BOX 142, HWY 81 N
MOUNT CARMEL, SC 29840-0142

DEPOSIT TICKET

DATE 3-20-11

CURRENCY	182.00
COIN	8.00
C	395.00
H	
E	
C	
K	
S	
TOTAL FROM REVERSE	
$	585.00

03/21/11 009092 0023 340173727901 DD $585.00
First Citizens

:500908000:340173727901# 01

DDA Credit - (03/21/2011)

ROCKFORD CHURCH
P O BOX 142
MT CARMEL, SC 29840

1058

Date 2-13-11

Pay to the Order of Irene Bryant $ 50.00
Fifty + 00/100 Dollars

First Citizens

FOR Illness

Deloris J. Phillips

#001058# :053201487:340173727901#

(Back)

DDA Debit - (03/21/2011)

ROCKFORD CHURCH
P O BOX 142
MT CARMEL, SC 29840

1055

Date 2-13-11

Pay to the Order of Irene Bryant $ 20.00
Twenty + 00/100 Dollars

First Citizens

FOR Illness

Deloris J. Phillips

#001055# :053201487:340173727901#

(Back)

DDA Debit - (03/21/2011)

ROCKFORD CHURCH
P O BOX 142
MT CARMEL, SC 29840

1076

Date 3-13-11

Pay to the Order of Springfield Green Olive $ 20.00
Twenty + 00/100 Dollars

First Citizens

FOR Men's Day

Deloris J. Phillips

#001076# :053201487:340173727901#

(Back)

>062000019<-20110321

SPRINGFIELD GREEN OLIVE AME
337017225

DDA Debit - (03/21/2011)

ROCKFORD CHURCH
P O BOX 142
MT CARMEL, SC 29840

1083

Date 3-20-11

Pay to the Order of Delois Phillips or Henry Banks or Naomi Mattison $ 117,536.00
One hundred, seventeen thousand five hundred thirty six + 00/100 Dollars

First Citizens

FOR

Deloris J. Phillips

#001083# :053201487:340173727901#

(Back)

DDA Debit - (03/21/2011)

ROCKFORD CHURCH
P O BOX 142
MT CARMEL, SC 29840

1078

Date 3-13-11

Pay to the Order of Campfield Inspirational Choir $ 25.00
Twenty five + 00/100 Dollars

First Citizens

FOR

Deloris J. Phillips

#001078# :053201487:340173727901#

(Back)

DDA Debit - (03/22/2011)

(Back)

EXHIBIT J

FILE

Filed 18 Nov 2011

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COMMON PLEAS COURT
ELEVENTH JUDICIAL CIRCUIT

Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church,

Plaintiff,

vs.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison.

Defendants.

2011-CP-35-34

PLAINTIFF'S ANSWER TO DEFENDANT'S INTERROGATORIES

TO THE ABOVE NAMED DEFENDANTS, AND THEIR ATTORNEY:

Interrogatory No.1: Please state your name and current address, including your street address if that is different from your mailing address, and your telephone number and e-mail address:

Answer: Rev. Samuel L. McPherson
108 Leeward Terrace
Greer, SC 29650
(864) 517-8317
samlmcph@aol.com

Interrogatory No.2: With respect to your employment you have had in the last 15 years, please state:

(a) The name and address of each employer;

(b) The inclusive dates of each employment;

(c) The reasons for terminating each employment;

(d) The job title of each position you held with each employer and a full and

complete description of the duties of each position;

(e) Identify by full name, address, and contact information your supervisor or superior in each employment.

Answer: (a) AME Church Inc.
(b) 32 years
(c) Plaintiff has never been terminated. Plaintiff has been reassigned to other churches or districts.
(d) Pastor and Presiding Elder
(e) 7th Episcopal District

Interrogatory No.3: Do you have any statements, written or recorded, or any other writing from any person concerning the claims in your Complaint and the alleged actions taken by Defendants? If so, list:

(a) The names, addresses, telephone numbers, and other known contact Information of each person who gave you a statement or information;

(b) The identity of persons to whom the statements or information was given;

(c) The dates and locations of the statements or information; and

(d) The person of persons who have possession or custody of such statements at this time.

Answer: NO

Interrogatory No.4: Describe in detail the basis and nature of your authority, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, to physically lock members out of Rockford Church and/or to file a civil lawsuit against five members of Rockford Church. In answering, include the following:

(a) The identity of persons or organization from whom this authority is derived;

(b) The dates and locations where this authority was given to you;

(c) A full and complete description of your authority over Defendants and

Rockford Church, including whether that authority allows you to assert control over Defendants' personal property that is currently in Rockford Church or personal property owned by other Rockford Church members; and

(d) Identify and describe each and every document on which you rely in contending that you have authority to bring civil claims against Defendants.

Answer: The Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church does not have authority to physically lock out members of Rockford Church. Further, Plaintiff does not have authority over Defendants, their personal property or Rockford Church. However, the Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church has authority to file a Lawsuit against the Defendants herein as per Part V Section IX of *The Book of Discipline of the African Methodist Episcopal Church 2008.* Further, as per *The Book of Discipline of the African Methodist Episcopal Church 2008* all real, personal and mixed held by the local church "IN TRUST" for African Methodist Episcopal Church, Inc. and subject to the provisions of *The Book of Discipline of the African Methodist Episcopal Church 2008.*

Interrogatory No.5: With respect to the allegations described in your Complaint where you allege Defendants were placed on the church roll as "Left Without Certificate" upon recommendation of the pastor of Rockford African Methodist Episcopal Church, describe in detail why the pastor recommended that the Defendants be placed on the church roll as "Left Without Certificate," and the basis of your contention and authority that the pastor properly placed Defendants on the church roll as "Left Without Certificate."

Answer: See page 64 (H). Termination of Membership: The Defendants Henry

Banks along with other Defendants stated in the presence of the Plaintiff and the duly appointed Pastor of Rockford AME Church that they no longer wished to be affiliated with the Connection AME Church in general. Further, the Defendants are members of Rockford Church and as such have left the AME Church.

Interrogatory No.6: With respect to the allegation in the Complaint that Defendants are placed on the church roll as "Left Without Certificate" and your actions and/or intention to lock Defendants out of Rockford Church, please answer the following:

(a) If Defendants are refused entry into Rockford Church, can Defendants have access to their personal belongings which remain in Rockford Church? If so, describe in detail how Defendants' personal belongings will be given back to Defendants.

(b) If Defendants' personal items, which were in the church prior to the date Defendants were locked out of the church, have been removed, thrown out, or otherwise disposed of, will Defendants be reimbursed for the value of these missing items/ If so, describe in detail how Defendants will be reimbursed, including the dates and form of reimbursement.

Answer:

(a) The Defendants are not locked out of Rockford AME Church. Plaintiff has no authority over Rockford Church or Defendants desire to attend service there. Plaintiff has brought suit to enjoin Defendants from possessing real or personal property of Rockford AME Church and the larger AME Connectional Church. Plaintiff has no knowledge of any personal property on the premises of Rockford AME Church owned by Defendants and deny the same.

(b) Plaintiff has no knowledge of any personal property on the premises of Rockford AME Church owned by Defendants and deny the same.

Interrogatory No. 7: With respect to the allegations described in your Complaint, including but not limited to the allegations that Defendants were placed on the church roll as "Left Without Certificate" upon the recommendation of the pastor of the Rockford African Methodist Episcopal Church, describe whether at Rockford Church, at this the funeral of an individual member of the church who dies can take place at Rockford Church without the involvement of the pastor of the Rockford Church?

Answer: Plaintiff has no authority over Defendants and Rockford Church and as such form no belief. However, if Defendants refer to themselves and their relationship with Rockford AME Church, see *The Book of Discipline of the African Methodist Episcopal Church 2008* as per Part IV Section I Paragraph H, "A member who withdraws has no right or title to the personal property of the local or general church. This shall include the church building, parsonage, school and other personal or real property held by the local trustees, *The Book of Discipline of the African Methodist Episcopal Church 2008* Part IV (H). The Defendants must rejoin the African Methodist Episcopal Church to be Buried on church property and obtain the consent of the local church.

Interrogatory No. 8: With respect to the allegations described in your Complaint, including but not limited to the allegation that Defendants were placed on the church roll as "Left Without Certificate" upon the recommendation of the pastor of the Rockford African Methodist Episcopal Church, describe the cemetery policy currently in place at Rockford Church and whether, upon death of any of the Defendants and/or other Rockford Church member, the individual member can be buried beside a family member

in the church cemetery, and if so, what, if any, costs would be buried beside a family of deceased for the burial, and who is responsible for the upkeep of the cemetery grounds?

Answer: See Interrogatory No. 7

Interrogatory No. 9: With respect o the allegations described in your Complaint that you are "Presiding Elder of the African Methodist Episcopal Church," describe your duties as elder, the identity of persons to who you report, and the basis of your alleged authority, if any, over Defendants' membership of the Rockford Church and/or their right to worship at Rockford Church?

Answer: Pg. 123 Role of Presiding Elder, As per Part V Section IX pages 123-125: The Presiding Elder functions are both administrative and advisory. The Plaintiff reports to the Episcopal District. Plaintiff has no authority over Defendants membership in Rockford Church or Defendants right to worship at Rockford Church. The Plaintiff can either accept or reject the recommendation of the pastor.

Interrogatory No. 10: With respect to the allegations described in your Complaint that "all property of the Rockford African Methodist Episcopal Church is held in Trust by the Trustees of Rockford African Methodist Episcopal Church on behalf of the African Methodist Episcopal Church and... the African Methodist Episcopal Church is the owner of both the real and personal property of Rockford African Methodist Episcopal Church," set forth in paragraph 16 of the Complaint, provide full and complete information as to these claims, including but not limited to:

(a) A factual description of the basis of this allegation;

(b) A factual description of the real property you are referring to;

(c) Whether the pastor of Rockford Church and/or members currently attending the church have the authority to make changes to the church prior to the date the court determines the real property rights issues raised in your Complaint;

(d) Identify each and every witness of whom you rely in making these allegations; and

(e) Identify and describe each and every document on which you rely in making such allegations, including those documents you intend to use at trial to support and prove such allegations.

Answer:

(a) All real, personal or mixed property...held at the local level shall be held "IN TRUST" For the African Methodist Episcopal Church, Inc. and subject to *The Book of Discipline of the African Methodist Episcopal Church 2008, Part III Sec. II(A)*

(b). All real or personal property held by the local church

(c) Yes

(d) Plaintiff-Presiding Elder Samuel L. McPherson

(e) *The Book of Discipline of the African Methodist Episcopal Church 2008.*

Interrogatory No. 11: With respect to the allegations described in your Complaint that "all property of the Rockford African Methodist Episcopal Church is held in Trust by the Trustees of the Rockford African Methodist Episcopal Church and... the African Methodist Episcopal Church is the true owner of both real and personal property of Rockford African Methodist Episcopal Church," set for in paragraph 16 of the Complaint, provide full and complete in formation as to these claims, including but not limited to:

(a) A factual description of the basis of the allegation;

(b) A factual description of all of the personal property you are referring to as of the date of your response to the interrogatory, including whether you are seeking control of the Rockford Church building fund monies and the basis of this claim;

(c) Identify each and every witness on whom you rely in making these allegations; and

(d) Identify and describe each and every document on which you rely in making such allegations, including documents you intend to use as trial to support and prove such allegations.

Answer:

(a) Please see *The Book of Discipline of the African Methodist Episcopal Church 2008* Part III II A.

(b) Plaintiff seeks control of all personal property held, controlled or owned by Rockford AME Church since its origins as an African Methodist Episcopal Church.

(c) Plaintiff, Presiding Elder Samuel L. McPherson.

(d) *The Book of Discipline of the African Methodist Episcopal Church 2008.*

Interrogatory No.12: As Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, state in detail how much money over the past five years Rockford Church has been asked to contribute and has contributed to either the district AME church or the national AME church, Inc., and state in detail what that money has been used for and how, if at all, Rockford Church directly benefits from these contributions?

Answer: This court lacks jurisdiction to inquire into the financial operation, administration or contributions to The District AME Church or the National AME Church, Inc.

Interrogatory No.13: State the names, addresses, telephone numbers, and e-mail addresses of each of the existing Stewards at Rockford Church.

Answer: Plaintiff has no knowledge of the stewards of Rockford Church. Pursuant to the Post Conference of the A.M.E Church a new pastor was appointed. As such, the new pastor has not nominated Stewarts. Upon nominating the Stewarts, counsel will provide the names and addresses.

Interrogatory No.14: State the name, address, telephone numbers, and e-mails

addresses of each of the existing Trustees at Rockford Church.

Answer: Plaintiff has no knowledge of the trustees of Rockford Church. Pursuant to the Post Conference of the A.M.E Church a new pastor was appointed. As such, the new pastor has not held an election to elect trustees. Upon election, counsel will provide the names and addresses.

Interrogatory No.15: List the names, addresses, telephone numbers, and other contact information known of any and all witnesses who intend to call or may call at trial and briefly summarize the substance of each individual's anticipated testimony.

Answers: Elder Samuel McPherson, see No. 1

Rev. Virgina Stith, 1637 Hwy. 28 S, Abbeville, SC 29628

The witnesses will testify according to *The Book of Discipline of the African Methodist Episcopal Church 2008* regarding church property and membership. The witnesses will further testify that Defendants stated in their presence that they no longer wanted to be affiliated with the African Methodist Episcopal Church.

Interrogatory No.16: With respect to each expert witness you intend to call at trail, please state:

(a) The name, address, telephone number, e-mail address, and any other known contact information of each expert;

(b) The subject matter to which the expert is expected to testify;

(c) The substance of the facts and opinions to which the expert is expected to testify; and

(d) A summary of the grounds for each opinion of the expert.

Answer: N/A

Interrogatory No.17: Do you expect to introduce as an exhibit at trial any document or any other tangible item that has not been previously produced to the Defendants? If so, please list and describe each and every documents.

Answer: No

Randall R. Williams
Attorney for the Plaintiff
110 Riley Avenue
P.O. Box 3461
Greenwood, SC 29648-3461
864 227-9156 (Fax) 864-943-1898

Greenwood, South Carolina
11-18, 2011

EXHIBIT J

FILE

3/19/12 Mrw gave each DA copy

STATE OF SOUTH CAROLINA	IN THE COMMON PLEAS COURT
COUNTY OF MCCORMICK	ELEVENTH JUDICIAL CIRCUIT
Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, vs. Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison. Defendants.	2011-CP-35-34 **PLAINTIFF'S AMENDED ANSWER TO DEFENDANTS' INTERROGATORIES**

TO THE ABOVE NAMED DEFENDANTS, AND THEIR ATTORNEY:

Interrogatory No.1: Please state your name and current address, including your street address if that is different from your mailing address, and your telephone number and e-mail address:

Answer: Rev. Samuel L. McPherson
108 Leeward Terrace
Greer, SC 29650
(864) 517-8317
samlmcph@aol.com

Interrogatory No.2: With respect to your employment you have had in the last 15 years, please state:

(a) The name and address of each employer;

(b) The inclusive dates of each employment;

(c) The reasons for terminating each employment;

(d) The job title of each position you held with each employer and a full and

complete description of the duties of each position;

(e) Identify by full name, address, and contact information your supervisor or superior in each employment.

Answer: (a) AME Church Inc.
(b) 32 years
(c) Plaintiff has never been terminated. Plaintiff has been reassigned to other churches or districts.
(d) Pastor and Presiding Elder
(e) 7th Episcopal District

Interrogatory No.3: Do you have any statements, written or recorded, or any other writing from any person concerning the claims in your Complaint and the alleged actions taken by Defendants? If so, list:

(a) The names, addresses, telephone numbers, and other known contact Information of each person who gave you a statement or information;

(b) The identity of persons to whom the statements or information was given;

(c) The dates and locations of the statements or information; and

(d) The person of persons who have possession or custody of such statements at this time.

Answer: NO

Interrogatory No.4: Describe in detail the basis and nature of your authority, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, to physically lock members out of Rockford Church and/or to file a civil lawsuit against five members of Rockford Church. In answering, include the following:

(a) The identity of persons or organization from whom this authority is derived;

(b) The dates and locations where this authority was given to you;

(c) A full and complete description of your authority over Defendants and

Rockford Church, including whether that authority allows you to assert control over Defendants' personal property that is currently in Rockford Church or personal property owned by other Rockford Church members; and

(d) Identify and describe each and every document on which you rely in contending that you have authority to bring civil claims against Defendants.

Answer: The Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church does not have authority to physically lock out members of Rockford Church. Further, Plaintiff does not have authority over Defendants, their personal property or Rockford Church. However, the Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church has authority to file a Lawsuit against the Defendants herein as per Part V Section IX of *The Book of Discipline of the African Methodist Episcopal Church 2008*. Further, as per *The Book of Discipline of the African Methodist Episcopal Church 2008* all real, personal and mixed held by the local church "IN TRUST" for African Methodist Episcopal Church, Inc. and subject to the provisions of *The Book of Discipline of the African Methodist Episcopal Church 2008.*

122

Interrogatory No.5: With respect to the allegations described in your Complaint where you allege Defendants were placed on the church roll as "Left Without Certificate" upon recommendation of the pastor of Rockford African Methodist Episcopal Church, describe in detail why the pastor recommended that the Defendants be placed on the church roll as "Left Without Certificate," and the basis of your contention and authority that the pastor properly placed Defendants on the church roll as "Left Without Certificate."

Answer: See page 64 (H). Termination of Membership: The Defendants Henry

Banks along with other Defendants stated in the presence of the Plaintiff and the duly appointed Pastor of Rockford AME Church that they no longer wished to be affiliated with the Connection AME Church in general. Further, the Defendants are members of Rockford Church and as such have left the AME Church.

Interrogatory No.6: With respect to the allegation in the Complaint that Defendants are placed on the church roll as "Left Without Certificate" and your actions and/or intention to lock Defendants out of Rockford Church, please answer the following:

(a) If Defendants are refused entry into Rockford Church, can Defendants have access to their personal belongings which remain in Rockford Church? If so, describe in detail how Defendants' personal belongings will be given back to Defendants.

(b) If Defendants' personal items, which were in the church prior to the date Defendants were locked out of the church, have been removed, thrown out, or otherwise disposed of, will Defendants be reimbursed for the value of these missing items/ If so, describe in detail how Defendants will be reimbursed, including the dates and form of reimbursement.

Answer:

(a) The Defendants are not locked out of Rockford AME Church. Plaintiff has no authority over Rockford Church or Defendants desire to attend service there. Plaintiff has brought suit to enjoin Defendants from possessing real or personal property of Rockford AME Church and the larger AME Connectional Church. Plaintiff has no knowledge of any personal property on the premises of Rockford AME Church owned by Defendants and deny the same.

(b) Plaintiff has no knowledge of any personal property on the premises of Rockford AME Church owned by Defendants and deny the same.

Interrogatory No. 7: With respect to the allegations described in your Complaint, including but not limited to the allegations that Defendants were placed on the church roll as "Left Without Certificate" upon the recommendation of the pastor of the Rockford African Methodist Episcopal Church, describe whether at Rockford Church, at this the funeral of an individual member of the church who dies can take place at Rockford Church without the involvement of the pastor of the Rockford Church?

Answer: Plaintiff has no authority over Defendants and Rockford Church and as such form no belief. However, if Defendants refer to themselves and their relationship with Rockford AME Church, see *The Book of Discipline of the African Methodist Episcopal Church 2008* as per Part IV Section I Paragraph H, "A member who withdraws has no right or title to the personal property of the local or general church. This shall include the church building, parsonage, school and other personal or real property held by the local trustees, *The Book of Discipline of the African Methodist Episcopal Church 2008* Part IV (H). The Defendants must rejoin the African Methodist Episcopal Church to be Buried on church property and obtain the consent of the local church.

Interrogatory No. 8: With respect to the allegations described in your Complaint, including but not limited to the allegation that Defendants were placed on the church roll as "Left Without Certificate" upon the recommendation of the pastor of the Rockford African Methodist Episcopal Church, describe the cemetery policy currently in place at Rockford Church and whether, upon death of any of the Defendants and/or other Rockford Church member, the individual member can be buried beside a family member

in the church cemetery, and if so, what, if any, costs would be buried beside a family of deceased for the burial, and who is responsible for the upkeep of the cemetery grounds?

Answer: See Interrogatory No. 7

Interrogatory No. 9: With respect o the allegations described in your Complaint that you are "Presiding Elder of the African Methodist Episcopal Church," describe your duties as elder, the identity of persons to who you report, and the basis of your alleged authority, if any, over Defendants' membership of the Rockford Church and/or their right to worship at Rockford Church?

Answer: Pg. 123 Role of Presiding Elder, As per Part V Section IX pages 123-125: The Presiding Elder functions are both administrative and advisory. The Plaintiff reports to the Episcopal District. Plaintiff has no authority over Defendants membership in Rockford Church or Defendants right to worship at Rockford Church. The Plaintiff can either accept or reject the recommendation of the pastor.

Interrogatory No. 10: With respect to the allegations described in your Complaint that "all property of the Rockford African Methodist Episcopal Church is held in Trust by the Trustees of Rockford African Methodist Episcopal Church on behalf of the African Methodist Episcopal Church and... the African Methodist Episcopal Church is the owner of both the real and personal property of Rockford African Methodist Episcopal Church," set forth in paragraph 16 of the Complaint, provide full and complete information as to these claims, including but not limited to:

(a) A factual description of the basis of this allegation;

(b) A factual description of the real property you are referring to;

(c) Whether the pastor of Rockford Church and/or members currently attending the church have the authority to make changes to the church prior to the date the court determines the real property rights issues raised in your Complaint;

(d) Identify each and every witness of whom you rely in making these allegations; and

(e) Identify and describe each and every document on which you rely in making such allegations, including those documents you intend to use at trial to support and prove such allegations.

Answer:

(a) All real, personal or mixed property...held at the local level shall be held "IN TRUST" For the African Methodist Episcopal Church, Inc. and subject to *The Book of Discipline of the African Methodist Episcopal Church 2008, Part III Sec. II(A)*

(b). All real or personal property held by the local church

(c) Yes

(d) Plaintiff-Presiding Elder Samuel L. McPherson

(e) *The Book of Discipline of the African Methodist Episcopal Church 2008.*

Interrogatory No. 11: With respect to the allegations described in your Complaint that "all property of the Rockford African Methodist Episcopal Church is held in Trust by the Trustees of the Rockford African Methodist Episcopal Church and... the African Methodist Episcopal Church is the true owner of both real and personal property of Rockford African Methodist Episcopal Church," set for in paragraph 16 of the Complaint, provide full and complete in formation as to these claims, including but not limited to:

(a) A factual description of the basis of the allegation;

(b) A factual description of all of the personal property you are referring to as of the date of your response to the interrogatory, including whether you are seeking control of the Rockford Church building fund monies and the basis of this claim;

(c) Identify each and every witness on whom you rely in making these allegations; and

(d) Identify and describe each and every document on which you rely in making such allegations, including documents you intend to use as trial to support and prove such allegations.

Answer:

(a) Please see *The Book of Discipline of the African Methodist Episcopal Church 2008* Part III II A.

(b) Plaintiff seeks control of all personal property held, controlled or owned by Rockford AME Church since its origins as an African Methodist Episcopal Church.

(c) Plaintiff, Presiding Elder Samuel L. McPherson.

(d) *The Book of Discipline of the African Methodist Episcopal Church 2008.*

Interrogatory No.12: As Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, state in detail how much money over the past five years Rockford Church has been asked to contribute and has contributed to either the district AME church or the national AME church, Inc., and state in detail what that money has been used for and how, if at all, Rockford Church directly benefits from these contributions?

Answer: This court lacks jurisdiction to inquire into the financial operation, administration or contributions to The District AME Church or the National AME Church, Inc.

Interrogatory No.13: State the names, addresses, telephone numbers, and e-mail addresses of each of the existing Stewards at Rockford Church.

Answer: Plaintiff has no knowledge of the stewards of Rockford Church. Pursuant to the Post Conference of the A.M.E Church a new pastor was appointed. As such, the new pastor has not nominated Stewarts. Upon nominating the Stewarts, counsel will provide the names and addresses.

Interrogatory No.14: State the name, address, telephone numbers, and e-mails

addresses of each of the existing Trustees at Rockford Church.

Answer: Plaintiff has no knowledge of the trustees of Rockford Church. Pursuant to the Post Conference of the A.M.E Church a new pastor was appointed. As such, the new pastor has not held an election to elect trustees. Upon election, counsel will provide the names and addresses.

Interrogatory No.15: List the names, addresses, telephone numbers, and other contact information known of any and all witnesses who intend to call or may call at trial and briefly summarize the substance of each individual's anticipated testimony.

Answers: Elder Samuel McPherson, see No. 1

Rev. Virgina Stith, 1637 Hwy. 28 S, Abbeville, SC 29628

The witnesses will testify according to *The Book of Discipline of the African Methodist Episcopal Church 2008* regarding church property and membership. The witnesses will further testify that Defendants stated in their presence that they no longer wanted to be affiliated with the African Methodist Episcopal Church.

Bernard Wideman, Abbeville, SC 29620

The witness will testify that Defendants stated not only in his presence but within the presence of other that they no longer wanted to be affiliated with the African Methodist Episcopal Church including Rockford African Methodist Episcopal Church.

Interrogatory No.16: With respect to each expert witness you intend to call at trail, please state:

(a) The name, address, telephone number, e-mail address, and any other known contact information of each expert;

(b) The subject matter to which the expert is expected to testify;

(c) The substance of the facts and opinions to which the expert is expected to testify; and

(d) A summary of the grounds for each opinion of the expert.

Answer: N/A

Interrogatory No.17: Do you expect to introduce as an exhibit at trial any document or any other tangible item that has not been previously produced to the Defendants? If so, please list and describe each and every documents.

Answer: No

Randall R. Williams
Attorney for the Plaintiff
110 Riley Avenue
P.O. Box 3461
Greenwood, SC 29648-3461
864 227-9156 (Fax) 864-943-1898

Greenwood, South Carolina
3-19, 2012

#124

STATE OF SOUTH CAROLINA	IN THE COMMON PLEAS COURT
COUNTY OF MCCORMICK	ELEVENTH JUDICIAL CIRCUIT
Samuel L. McPherson, as Presiding Elder of The Abbeville-Greenwood District of the African Methodist Episcopal Church, Plaintiff, vs. Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison. Defendants.	2011-CP-35-34 **PLAINTIFF'S SECOND AMENDED ANSWER TO DEFENDANTS' INTERROGATORIES**

TO THE ABOVE NAMED DEFENDANTS, AND THEIR ATTORNEY:

Interrogatory No.1: Please state your name and current address, including your street address if that is different from your mailing address, and your telephone number and e-mail address:

Answer: Rev. Samuel L. McPherson
108 Leeward Terrace
Greer, SC 29650
(864) 517-8317
samlmcph@aol.com

Interrogatory No.2: With respect to your employment you have had in the last 15 years, please state:

(a) The name and address of each employer;

(b) The inclusive dates of each employment;

(c) The reasons for terminating each employment;

(d) The job title of each position you held with each employer and a full and

complete description of the duties of each position;

(e) Identify by full name, address, and contact information your supervisor or superior in each employment.

Answer: (a) AME Church Inc.
(b) 32 years
(c) Plaintiff has never been terminated. Plaintiff has been reassigned to other churches or districts.
(d) Pastor and Presiding Elder
(e) 7th Episcopal District

Interrogatory No.3: Do you have any statements, written or recorded, or any other writing from any person concerning the claims in your Complaint and the alleged actions taken by Defendants? If so, list:

(a) The names, addresses, telephone numbers, and other known contact Information of each person who gave you a statement or information;

(b) The identity of persons to whom the statements or information was given;

(c) The dates and locations of the statements or information; and

(d) The person of persons who have possession or custody of such statements at this time.

Answer: The Defendants submitted affidavits through their counsel pursuant to litigation. Defendants are in possession of the contact information as Defendants submitted the affidavits to opposing counsel. Defendants are aware of the date and location of the statements. Defendants are already in possession of the affidavits.

Interrogatory No.4: Describe in detail the basis and nature of your authority, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, to physically lock members out of Rockford Church and/or to file a civil lawsuit against five members of Rockford Church. In answering, include the following:

(a) The identity of persons or organization from whom this authority is derived;

(b) The dates and locations where this authority was given to you;

(c) A full and complete description of your authority over Defendants and Rockford Church, including whether that authority allows you to assert control over Defendants' personal property that is currently in Rockford Church or personal property owned by other Rockford Church members; and

(d) Identify and describe each and every document on which you rely in contending that you have authority to bring civil claims against Defendants.

Answer: The Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church does not have authority to physically lock out members of Rockford Church. Further, Plaintiff does not have authority over Defendants, their personal property or Rockford Church. However, the Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church has authority to file a Lawsuit against the Defendants herein as per Part V Section IX(f) of *The Book of Discipline of the African Methodist Episcopal Church 2008 which states the presiding elder will see that all charters, deeds and other church property in the district conform to the Book of Discipline of the African Methodist Episcopal Church 2008 and to the laws, usages and forms of the county, state, territory or county, wherein such property is located.*

Plaintiff herein is personally responsible for all property within his district. If church property is lost, stolen, or mismanaged the Plaintiff must replace all such real or personal property.

In addition, Plaintiff is authorized by the 7th Episcopal District to bring this matter to court. The 7th Episcopal District is aware of Plaintiff's action and is in concert with him.

There were no duly elected officers of the church the time the litigation began. In such an instance the elder must bring the action on behalf of the church.

As per The Book of Discipline of the African Methodist Episcopal Church 2008 all real, personal and mixed held by the local church "IN TRUST" for African Methodist Episcopal Church, Inc. and subject to the provisions of The Book of Discipline of the African Methodist Episcopal Church 2008.

Interrogatory No.5: With respect to the allegations described in your Complaint where you allege Defendants were placed on the church roll as "Left Without Certificate" upon recommendation of the pastor of Rockford African Methodist Episcopal Church, describe in detail why the pastor recommended that the Defendants be placed on the church roll as "Left Without Certificate," and the basis of your contention and authority that the pastor properly placed Defendants on the church roll as "Left Without Certificate."

Answer: As per The Book of Discipline 2008 a member who has joined a church of another denomination without giving notice shall be recorded as "Left Without Certificate". The Book of Discipline 2008 part IV, section I(h). The Defendants Henry Banks along with other Defendants stated in the presence of the Plaintiff and the duly appointed Pastor of Rockford AME Church that they no longer wished to be affiliated with the Connectional AME Church in general. Further, the Defendants are members of Rockford Church and as such have left the AME Church.

Interrogatory No.6: With respect to the allegation in the Complaint that Defendants are placed on the church roll as "Left Without Certificate" and your actions and/or intention to lock Defendants out of Rockford Church, please answer the following:

(a) If Defendants are refused entry into Rockford Church, can Defendants

have access to their personal belongings which remain in Rockford Church? If so, describe in detail how Defendants' personal belongings will be given back to Defendants.

(b) If Defendants' personal items, which were in the church prior to the date Defendants were locked out of the church, have been removed, thrown out, or otherwise disposed of, will Defendants be reimbursed for the value of these missing items/ If so, describe in detail how Defendants will be reimbursed, including the dates and form of reimbursement.

Answer:

(a) The Defendants are not locked out of Rockford AME Church. Plaintiff has no authority over Rockford Church or Defendants desire to attend service there. Plaintiff has brought suit to enjoin Defendants from possessing real or personal property of Rockford AME Church and the larger AME Connectional Church. Plaintiff has no knowledge of any personal property on the premises of Rockford AME Church owned by Defendants and deny the same.

(b) Plaintiff has no knowledge of any personal property on the premises of Rockford AME Church owned by Defendants and deny the same.

Interrogatory No. 7: With respect to the allegations described in your Complaint, including but not limited to the allegations that Defendants were placed on the church roll as "Left Without Certificate" upon the recommendation of the pastor of the Rockford African Methodist Episcopal Church, describe whether at Rockford Church, at the funeral of an individual member of the church who dies can take place at Rockford Church without the involvement of the pastor of the Rockford Church?

Answer: Plaintiff has no authority over Defendants and Rockford Church and as such

form no belief. However, if Defendants refer to themselves and their relationship with Rockford AME Church, see *The Book of Discipline of the African Methodist Episcopal Church 2008* as per Part IV Section I Paragraph H, "A member who withdraws has no right or title to the personal property of the local or general church. This shall include the church building, parsonage, school and other personal or real property held by the local trustees. The Defendants must rejoin the African Methodist Episcopal Church to be buried on church property and obtain the consent of the local church.

Interrogatory No. 8: With respect to the allegations described in your Complaint, including but not limited to the allegation that Defendants were placed on the church roll as "Left Without Certificate" upon the recommendation of the pastor of the Rockford African Methodist Episcopal Church, describe the cemetery policy currently in place at Rockford Church and whether, upon death of any of the Defendants and/or other Rockford Church member, the individual member can be buried beside a family member in the church cemetery, and if so, what, if any, costs would be buried beside a family of deceased for the burial, and who is responsible for the upkeep of the cemetery grounds?

Answer: See Interrogatory No. 7

Interrogatory No. 9: With respect o the allegations described in your Complaint that you are "Presiding Elder of the African Methodist Episcopal Church," describe your duties as elder, the identity of persons to who you report, and the basis of your alleged authority, if any, over Defendants' membership of the Rockford Church and/or their right to worship at Rockford Church?

Answer: Role of Presiding Elder, As per Part V Section IX (f), the Presiding Elder functions are both administrative and advisory. The Plaintiff reports to the Episcopal District. Plaintiff has

no authority over Defendants membership in Rockford Church or Defendants right to worship at Rockford Church. The Plaintiff can either accept or reject the recommendation of the pastor as to membership. Plaintiff encourages the Defendants to worship at any AME Church.

Interrogatory No. 10: With respect to the allegations described in your Complaint that "all property of the Rockford African Methodist Episcopal Church is held in Trust by the Trustees of Rockford African Methodist Episcopal Church on behalf of the African Methodist Episcopal Church and... the African Methodist Episcopal Church is the owner of both the real and personal property of Rockford African Methodist Episcopal Church," set forth in paragraph 16 of the Complaint, provide full and complete information as to these claims, including but not limited to:

(a) A factual description of the basis of this allegation;

(b) A factual description of the real property you are referring to;

(c) Whether the pastor of Rockford Church and/or members currently attending the church have the authority to make changes to the church prior to the date the court determines the real property rights issues raised in your Complaint;

(d) Identify each and every witness of whom you rely in making these allegations; and

(e) Identify and describe each and every document on which you rely in making such allegations, including those documents you intend to use at trial to support and prove such allegations.

Answer:

(a) All real, personal or mixed property...held at the local level shall be held "IN TRUST" For the African Methodist Episcopal Church, Inc. and subject to *The Book of Discipline of the African Methodist Episcopal Church 2008, Part III, Section II(A).* The AME Church is a connectional church where all property is held by the larger

connectional church.

(b) All real property including but limited to the church and all realty held by the local church.

(c) Yes

(d) Plaintiff-Presiding Elder Samuel L. McPherson and pastor-Rev. Virginia Stith.

(e) *The Book of Discipline of the African Methodist Episcopal Church 2008.*

Interrogatory No. 11: With respect to the allegations described in your Complaint that "all property of the Rockford African Methodist Episcopal Church is held in Trust by the Trustees of the Rockford African Methodist Episcopal Church and... the African Methodist Episcopal Church is the true owner of both real and personal property of Rockford African Methodist Episcopal Church," set for in paragraph 16 of the Complaint, provide full and complete information as to these claims, including but not limited to:

(a) A factual description of the basis of the allegation;

(b) A factual description of all of the personal property you are referring to as of the date of your response to the interrogatory, including whether you are seeking control of the Rockford Church building fund monies and the basis of this claim;

(c) Identify each and every witness on whom you rely in making these allegations; and

(d) Identify and describe each and every document on which you rely in making such allegations, including documents you intend to use as trial to support and prove such allegations.

Answer:

(a) All real, personal or mixed property...held at the local level shall be held "IN TRUST" For the African Methodist Episcopal Church, Inc. and subject to *The Book of Discipline of the African Methodist Episcopal Church 2008, Part III, Section II(A).* The

AME Church is a connectional church where all property is held by the larger connectional church.

(b) Plaintiff seeks control of all personal property held, controlled or owned by Rockford AME Church since its origin as an African Methodist Episcopal Church, including but not limited to monies held in banking accounts or elsewhere and all robes, books, hymnals, vans, certificates of deposit, etc.

(c) Plaintiff, Presiding Elder Samuel L. McPherson.

(d) *The Book of Discipline of the African Methodist Episcopal Church 2008.*

Interrogatory No.12: As Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal Church, state in detail how much money over the past five years Rockford Church has been asked to contribute and has contributed to either the district AME church or the national AME church, Inc., and state in detail what that money has been used for and how, if at all, Rockford Church directly benefits from these contributions?

Answer: This court lacks jurisdiction to inquire into the financial operation, administration or contributions to The District AME Church or the National AME Church, Inc.

Interrogatory No.13: State the names, addresses, telephone numbers, and e-mail addresses of each of the existing Stewards at Rockford Church.

Answer: Plaintiff has no knowledge concerning the stewards of Rockford Church. The Rockford AME Church has merged with Mt. Pleasant AME Church and is now known as Pleasant Rock AME Church. The new stewards are:

Mary R. Elmore, 112 Florence Street, Calhoun Falls, SC 29628 (864) 418-9063
maryelmore@hotmail.com
Arie Burto, 1748 Hwy 72 West, Abbeville, SC 29620 (864) 446-3107
Arie@technside.com
Elizabeth Robinson, 187 Cathy Height Circle, Mt. Carmel, SC 29640 (864) 391-3824
Bernard Wideman, 137 Burnett Lane, Abbeville, SC 29620 (864) 449-1202
Gary Burton, 182 Westwood Rd., Abbeville, SC 29620 (864) 223-1017

gburton@hotmail.com

Interrogatory No.14: State the name, address, telephone numbers, and e-mails addresses of each of the existing Trustees at Rockford Church.

Answer: Plaintiff has no knowledge concerning the trustees of Rockford Church. The Rockford AME Church has merged with Mt. Pleasant AME Church and is now known as Pleasant Rock AME Church. The trustees are:

Oscar Burton, 1748 Hwy 72 West, Abbeville, SC 29620 (864) 446-3107
Gregory Aiken, 307 Lafayetta Street, Calhoun Falls, SC 29628 (864) 418-8559
Bernard Wideman, 137 Burnett Lane, Abbeville, SC 29620 (864) 449-1202

Interrogatory No.15: List the names, addresses, telephone numbers, and other contact information known of any and all witnesses who intend to call or may call at trial and briefly summarize the substance of each individual's anticipated testimony.

Answers: Elder Samuel McPherson, 108 Leeward Terrace, Greer, SC 29650

The witnesses will testify according to *The Book of Discipline of the African Methodist Episcopal Church, 2008* regarding church property and membership. The witness will further testify that Defendants stated in his presence that they no longer wanted to be affiliated with the African Methodist Episcopal Church. The witness will further testify as to what transpired at the Quarterly Conference at Rockford AME Church 2011 and that he has not deformed Defendants.

Rev. Virgina Stith, 1637 Hwy. 28 S, Abbeville, SC 29628

The witnesses will testify according to *The Book of Discipline of the African Methodist Episcopal Church 2008* regarding church property and membership. The witness will further testify that Defendants stated in her presence that they no longer wanted to be affiliated with the African Methodist Episcopal Church. The witness will further testify as to what transpired at the Quarterly Conference at Rockford AME Church 2011.

gburton@hotmail.com

Interrogatory No.14: State the name, address, telephone numbers, and e-mails addresses of each of the existing Trustees at Rockford Church.

Answer: Plaintiff has no knowledge concerning the trustees of Rockford Church. The Rockford AME Church has merged with Mt. Pleasant AME Church and is now known as Pleasant Rock AME Church. The trustees are:

Oscar Burton, 1748 Hwy 72 West, Abbeville, SC 29620 (864) 446-3107
Gregory Aiken, 307 Lafayetta Street, Calhoun Falls, SC 29628 (864) 418-8559
Bernard Wideman, 137 Burnett Lane, Abbeville, SC 29620 (864) 449-1202

Interrogatory No.15: List the names, addresses, telephone numbers, and other contact information known of any and all witnesses who intend to call or may call at trial and briefly summarize the substance of each individual's anticipated testimony.

Answers: Elder Samuel McPherson, 108 Leeward Terrace, Greer, SC 29650
The witnesses will testify according to *The Book of Discipline of the African Methodist Episcopal Church, 2008* regarding church property and membership. The witness will further testify that Defendants stated in his presence that they no longer wanted to be affiliated with the African Methodist Episcopal Church. The witness will further testify as to what transpired at the Quarterly Conference at Rockford AME Church 2011 and that he has not defamed Defendants.

Rev. Virgina Stith, 1637 Hwy. 28 S, Abbeville, SC 29628
The witnesses will testify according to *The Book of Discipline of the African Methodist Episcopal Church 2008* regarding church property and membership. The witness will further testify that Defendants stated in her presence that they no longer wanted to be affiliated with the African Methodist Episcopal Church. The witness will further testify as to what transpired at the Quarterly Conference at Rockford AME Church 2011.

Bernard Wideman, Abbeville, SC 29620

The witness will testify that Defendants stated not only in his presence but within the presence of others that they no longer wanted to be affiliated with the African Methodist Episcopal Church including Rockford African Methodist Episcopal Church. The witness will further testify as to what transpired at the Quarterly Conference at Rockford AME Church 2011.

Faye Crocker, Greater Abbeville Federal Credit Union, Abbeville, SC 29620

The witness will testify as to the activity on the account and that Rockford AME Church maintained the account. The witness will further testify as to the amount of funds maintained in the account before and after litigation.

Todd Nichols or Tina Beauston, First Citizens Bank, Abbeville, SC 29620 (the name of the witness is subject to change as per the desire of the administration of First Citizens Bank) The witness will testify as to the activity on the account and that Rockford AME Church maintained the account. The witness will further testify as to the amount of funds maintained in the account before and after litigation.

Interrogatory No.16: With respect to each expert witness you intend to call at trail, please state:

(a) The name, address, telephone number, e-mail address, and any other known contact information of each expert;

(b) The subject matter to which the expert is expected to testify;

(c) The substance of the facts and opinions to which the expert is expected to testify; and

(d) A summary of the grounds for each opinion of the expert.

Answer: N/A

Interrogatory No.17: Do you expect to introduce as an exhibit at trial any document or

any other tangible item that has not been previously produced to the Defendants? If so, please list and describe each and every documents.

Answer: No

Randall R. Williams
Attorney for the Plaintiff
110 Riley Avenue
P.O. Box 3461
Greenwood, SC 29648-3461
864 227-9156 (Fax) 864-943-1898

Greenwood, South Carolina
5-29, 2012

TITLE TO REAL ESTATE — FORM 1-G
COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

BOOK 141
PAGE 18
DATED 12-17-98
REC. 12-21-98

State of South Carolina,

COUNTY OF McCormick

KNOW ALL MEN BY THESE PRESENTS, That it, Atlantic Coast Properties, Inc. by Jerry M. Holmes, President

in the State aforesaid, for and in consideration of the sum of Twenty-five thousand and no/100 dollars----------($25,000.00) to it paid by Rockford African Methodist Episcopal Church, P. O. Box 142, Mt. Carmel, SC 29840 in the State aforesaid have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Trustees for Rockford African Methodist Episcopal Church in Trust for the African Methodist Episcopal Church, Inc., the following described real estate to wit:

All that piece, parcel or tract of land in McCormick County, S. C. containing 13.10 acres as shown by plat made by T. Darrell Newby, dated August 4, 1994 recorded in Plat Book 17 at Page 110, in the Office of the Clerk of Court for McCormick County, S. C.; said land bounded as follows: Northeast by lands of Ruby Dunlap; Southeast by lands of McCormick County and by lands of Rockford AME Church; and Southwest by Highway #81.
This is the identical property conveyed to Atlantic Coast Properties, Inc. by William C. Ferguson by deed dated February 3, 1995, recorded in Deed Book 117 at Page 192, in the Office of the Clerk of Court for McCormick County, S. C.

Tax Map No. 23-16

Grantee's Address: P.O. Box 142, Mt. Carmel, SC 29840

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Trustees for Rockford African Methodist Episcopal Church in Trust for the African Methodist Episcopal Church, Inc. ~~Heirs~~ and Assigns forever.

And it does ~~XXX~~ hereby bind itself and its successors ~~Heirs~~, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Trustees for Rockford African Methodist Episcopal Church in Trust for the African Methodist Episcopal Church, Inc. ~~Heirs~~ and Assigns, against it and its successors ~~Heirs~~ and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS its *Hand and Seal this* 17th *day of* December *in the year of our Lord one thousand nine hundred and* Ninety-eight *and in the two hundred and* twenty-third *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Linda D. Knighton

Roxana W. Nesbitt

Atlantic Coast Properties, Inc. (SEAL)

Jerry M. Holmes (SEAL)

By: Jerry M. Holmes, President

State of South Carolina

County of McCormick

Atlantic Coast Properties, Inc.

TO

Rockford African Methodist
Episcopal Church
P. O. Box 142
Mt. Carmel, S. C. 29840

TITLE OF REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of , 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions for County, S. C.

I hereby certify that the within Deed has been this 24th day of Dec. , A. D. 19 98, Recorded in Book 9 of Deeds, page 431

Maxine Bable-Deputy Auditor for McCormick County

COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

412

FILED

98 DEC 21 PM 12:50

CLERK OF COURT
McCORMICK COUNTY, S.C.

BOOK 141 OF DEEDS
PAGE 18
STATE TAX PAID 65 -
COUNTY TAX PAID 27.50

STATE OF SOUTH CAROLINA,
Saluda / COUNTY.

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within-named Atlantic Coast Properties, Inc. by Jerry M. Holmes, President its act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he, with Roxana W. Maffett witnessed the execution thereof.

SWORN to before me this 17 day of December , 19 98

Roxana W. Maffett (L. S.)
Notary Public of SC

Roxana W. Maffett
My Commission expires: 9/12/2001

State of South Carolina

County of McCormick

Atlantic Coast Properties, Inc.

TO

Rockford African Methodist
Episcopal Church
P. O. Box 142
Mt. Carmel, S. C. 29840

TITLE OF REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of , 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions for County, S. C.

I hereby certify that the within Deed has been this 24th day of Dec., A. D. 19 98, Recorded in Book 7 of Deeds, page 431

Maxine Bable-Deputy Auditor for McCormick County

— COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

413

FILED

98 DEC 21 PM 12:50

CLERK OF COURT
McCORMICK COUNTY, S.C.

BOOK 141 OF DEEDS
PAGE 18
STATE TAX PAID 65 -
COUNTY TAX PAID 27.50

STATE OF SOUTH CAROLINA,
Saluda COUNTY.

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within-named Atlantic Coast Properties, Inc. by Jerry M. Holmes, President its sign, seal and, as act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that he, with Roxana W. Maffett witnessed the execution thereof.

SWORN to before me this 17 day of December, 19 98

Roxana W. Maffett (L.S.)
Notary Public of S.C.
My Commission expires: 9/12/2001

BOOK 147
PAGE 145
DATED 11-11-99
REC: 11-15-99

STATE OF SOUTH CAROLINA)
)
COUNTY OF McCORMICK)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Trustees for Rockford African Methodist Episcopal Church in Trust for the African Methodist Episcopal Church, Inc., for and in consideration of Ten and No/100ths ($10.00) Dollars and other considerations, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto Trustees for Rockford African Methodist Episcopal Church, the following described property, to-wit:

All that piece, parcel or tract of land in McCormick County, S.C., containing 13.10 acres as shown by plat made by T. Darrell Newby, dated August 4, 1994, recorded in Plat Book 17 at page 110, in the Office of the Clerk of Court for McCormick County, S.C.; said land bounded as follows: Northeast by lands now or formerly of Ruby Dunlap; Southeast by lands now or formerly of McCormick County and by lands of Trustees for Rookford African Methodist Episcopal Church; and Southwest by S.C. Highway #81.

DERIVATION: Atlantic Coast Properties, Inc. -- December 17, 1998 -- 141/18

Address of Grantee: Post Office Box 142
Mt. Carmel, South Carolina 29840

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns forever.

And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this 11 day of November, 1999.

Page 1

AUDITOR'S OFFICE
McCORMICK COUNTY
Recorded this 23
day of Nov, 1999
In Book 9, Page 509
Maryann Dable
Deputy Auditor

Signed, sealed and delivered
in the presence of:

TRUSTEES FOR ROCKFORD AFRICAN METHODIST EPISCOPAL CHURCH IN TRUST FOR THE AFRICAN METHODIST EPISCOPAL CHURCH, INC.

By: Henry Banks

By: Mary Ann Robinson

By: Bessie B. Mathison

Pam M. Turner

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD) PROBATE
)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor(s) act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN, to before me this 11
day of November 1999.

(L.S.)
Notary Public for South Carolina
My Commission Expires: 3/20/05

BOOK 147 OF DEEDS
PAGE 165
STATE TAX PAID 0
COUNTY TAX PAID 0

99 NOV 15 AM 10:24

BOOK 232
PAGE 58
D: 7-13-10
REC 7-19-10

STATE OF SOUTH CAROLINA)
)
COUNTY OF McCORMICK)

TITLE TO REAL ESTATE

10 JUL 19 PM 2:52

KNOW ALL MEN BY THESE PRESENTS, That, the **TRUSTEES FOR ROCKFORD AFRICAN METHODIST EPISCOPAL CHURCH, (Grantor)**, in consideration of the sum of One Dollar to me in hand paid and other consideration, receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto **ROCKFORD CHURCH**, its successors and assigns, all of its right, title and interest in and to the following described property:

All that piece, parcel or tract of land in McCormick County, South Carolina, containing 13.10 acres as shown on plat made by T. Darrell Newby, dated August 4, 1994, recorded in Plat Book 17, at Page 110, in the Office of the Clerk of Court for McCormick County, South Carolina. Said land is bounded as follows: Northeast by lands now or formerly of Ruby Dunlap; Southeast by lands now or formerly of McCormick County and by lands of Trustees for Rockford African Methodist Episcopal Church; and Southwest by SC Highway #81.

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

McCORMICK COUNTY PARCEL ID NO. 023-00-00-016

DERIVATION: This property was conveyed to Grantor by deed recorded November 15, 1999 in Book 147, at Page 165, Office of the Clerk of Court for McCormick County, South Carolina.

Grantee's Address: Rockford Church
P. O. Box 142
Mt. Carmel, SC 29840

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs, successors and/or assigns, forever.

And the Grantor does hereby bind the Grantor and the Grantor's successors and/or assigns to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and/or assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

AUDITOR'S OFFICE McCORMICK CTY.
Recorded 7-20-2010
In Book 11, Page 191
Maxine Dale
Auditor / D

BOOK 232 OF Deeds
PAGE 58
STATE TAX $0
COUNTY $0

- 1 -

2

J. S. Dunlap, Andrew M Combs
Jas Banks H. Dunlap & Robt Leroy
Trustees

State of South Carolina } Richard Wright J. H. Robinson
County of Abbeville } Elijah Roundtree Trustees

Know all men by these presents. That we J. S. Dunlap, Andrew M Combs, James Banks Hilliard Dunlap and Robt Le Roy Trustees of Rockford African Methodist Episcopal Church of Abbeville County in the State aforesaid for and in consideration of the sum of Twenty Five Dollars to us in hand paid at and before the sealing of these presents by Richard Wright, John Henry Robinson and Elijah Roundtree, Committee or Trustees of Savannah Valley Lodge, Number 2845, Independent Order of Oddfellows, of the County of Abbeville in said State (the receipt whereof is hereby acknowledged) have Granted, Bargained, Sold and Released and by these presents do grant, bargain, sell and release unto the said Richard Wright, John Henry Robinson and Elijah Roundtree as Committee or Trustees as aforesaid, all that lot or parcel of land situate, lying and being in the Town of Mount Carmel, County and State aforesaid, containing One half an acre, more or less and bounded on the South by the Lowndesville Public Road and Lands of Alexander Nowell; on the West by Rockford A. M. E. Church Lot; on the North by said Rockford A M E Church Lot and on the East by lot of Savannah Valley Lodge No 2845 Independent Order of Oddfellows the same being a part of the Rockford A. M. E. Church lot, and more particularly set forth in a plat made by S. B. Leathers, Surveyor August 16th 1898 to which reference being had will more fully appear.

To gether with all and singular the rights, Members, hereditaments and appurtenances to the said premises belonging or in in anywise incident or appertaining.

To have and to hold all and singular the said premises before mentioned unto the said Richard Wright, John Henry Robinson and Elijah Roundtree as Trustees as aforesaid and their successors in

do hereby bind ourselves and our successors in office to warrant and forever defend all and singular the said premises unto the said Richard Wright, John Henry Robinson and Elijah Roundtree as Trustees as aforesaid and their successors in office forever.

And we as Trustees as aforesaid, do hereby bind ourselves and our successors in office to warrant and forever defend all and singular the said premises unto the said Richard Wright, John Henry Robinson and Elijah Roundtree Committee or Trustees as aforesaid and their successors in office against us and our successors in office and any and every person lawfully claiming or to claim the same or any part thereof.

In Witness whereof we have hereunto set our hands and seals this the 18th day of October A.D. 189 and in the one hundred and twenty third year of the Sovereignty and Independence of the United States of America.

Signed Sealed & Delivered in the presence of (word struck through before signing)
S. B. Lathan
F. B. Lathan

J. S. Dunlap. (L.S.)
Andrew McCombs. (L.S.)
James Banks (L.S.)
H. Dunlap (L.S.)
Robt his LeRoy mark (L.S.)

South Carolina
Abbeville County

Personally comes before me S. B. Lathan who being duly sworn says that he saw J. S. Dunlap, Andrew McCombs, James Banks, H. Dunlap, and Robt LeRoy sign seal and as their act and deed deliver the within written deed, and that he with F. B. Lathan witnessed the due execution thereof.

Sworn to before me this 29th day of October A.D. 1898
J. L. Covin (L.S.)
Magistrate A.C.

S. B. Lathan

Recorded Dec 1st 1898 & Certified
U R Bullock
C.C.C.P.

110

T2

The State of South Carolina,
Abbeville County-

Whereas at a regular meeting of the Savannah Valley Un ion No.1.it was decided to sell the r eal estate hereinafter described, and at said meeting Alex Guillebeaux was appointed as agent to sell said property-Now-Know all men by these Presents,That I Alex Guillebeau,Agent as aforesaid,of MtCarmel,S C.,Abbeville County in the State aforesaid,in consideration of the sum of fifty five ($55,00) dollars to him paid by J S Dunlap,Matthew McCombs,Hilliard Dunlap,& M M Morrison,Trustees of Rockford Church-in the State afor s aid,(receipt whereof is hereby acknowledged) have Granted,bargained,sold and released and by these Presents do grant,bargain,sell ad release unto the said J S Dunlap,Matthew McComb,Hilliard Dunlap and M M Morrison, TRustees as aforesaid,all that lot or parcel of land situate,lying and being in Calhoun Township,County of Abbeville,State aforesaid,containing One acre and five rods,more or le s,and bouned by lands of John H Greene,on South-On west by Public Road,East by Odd Fellows and School House lots-on North by lands of W N Greydon-Togetherwith all and singular the Rights,members Hereditaments and appurtenances to the said Premises belonging or in anywise incident or appertaining-To ha e and To Hold all and singular the said Premises before mentioned unto the said J S Dunlap-Matthew McCombs.Hilliard Dunlap and M M Morrison,TRustees as aforesaid,their successors and Assigns forever-And I do hereby bind myself and my heirs Execut rs and Administrators to warrant and forever defend all and sin ular t e said Premises unt o the said Trustees as aforesaid,their successors and Assigns against me and my Heirs lawfully claiming or to claim the same or any Part thereof-Witness my hand and seeal this 26 day of Jan'y in the year of our Lord one thousand nine hundred and fou rteen and in the hundr ed and thirty eighth year of the Sovereignty and Independence of the United States of America-

Alex Guillebeau-(Seal)
agent Savannah Valley Union No.1-

signed sealed & delivered in the presence of
Ivey utherland-

J R Tarrant-

The State of South Carolina-- County of Abbeville-

Personally appeared before me Ivey Sutherland and made oath tht he saw the within named Alex Guillebeaux agent Sign,seal and as his act and deed deliver the within written Deed;and that he with J R Tar rant witnessed the execution there f-

Ivey Sutherland-

Sworn to beffore me this 26 day Jan'y A D 1914
W L Mille r (Of Seal) N P S C

recorded 3rd Feb,1914

J L Perrin C C C P-

FILE

The State of South Carolina,)
)
County of McCormick

KNOW ALL MEN BY THESE PRESENTS, That I, Hilliard Dunlap of McCormick County, in the State aforesaid, in consideration of the sum of One Hundred Forty Six and 00/100 Dollars, to me in hand paid at and before the sealing of these presents by Marshall Belcher, W. F. McCombs, Andrew J. Wheeler, Jr., Sam Tucker, Arthur Wheeler, and Dave Belcher as Trustees for-Rockford School. (the receipt whereof is hereby acknowledged) have granted, bargained sold and released, and by these presents do grant, bargain, sell and release unto the said Marshall Belcher, W. F. McCombs, Andrew J. Wheeler, Jr., Sam Tucker, Arthur Wheeler, and Dave Belcher, as Trustees for Rockford School.

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Mt. Carmel, County of McCormick and State of South Carolina, containing Four (4) acres, more or less, and bounded as follows: Com the North by Hilliard Dunlap, on the West by Rockford A. M. E. Church lot, on the East by Hilliard Dunlap, and on the South by Public Highway leading from Mt. Carmel to Calhoun Falls. The same being a part cut off from the place where I now reside and is adjacent to lot owned by Rockford Church.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said Marshall Belcher, W. F. McCombs, Andrew J. Wheeler, Jr., Sam Tucker, Arthur Wheeler, and Dave Belcher, as Trustees for Rockford School, their Successors and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Marshall Belcher, W. F. McCombs, Andrew J. Wheeler, Jr., Sam Tucker, Arthur Wheeler, Dave Belcher, as Trustees for Rockford School.
Successors and Assigns against me and my Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal this 29th day of March in the year of our Lord one thousand, nine hundred and twenty-nine in the one hundred and fifty third year of the Independence of the United States of America.
Signed, Sealed and delivered in the presence of Hilliard Dunlap (L. S.)
W. H. Horton
J. W. Boyd

The /State of South Carolina, }
McCormick County

PERSONALLY appeared before me W. H. Horton, and made oath that he saw the within named Hilliard Dunlap, sign, seal and as His act and deed deliver the within written deed, and that he with J. W. Boyd, witnessed the execution thereof.

W. H. Horton

SWORN To before me this 30th , day
of March A. D., 1929
J. W. Boyd (L. S.)
Notary Public for South Carolina.

$.20 U.S. Rev. Stamps Attached and Cancelled
S.C. Rev. Stamps Attached and Cancelled

Renunciation of Dower.

The State of South Carolina
Anderson County

I, J. R. C. Griffin Notary Public S. C., do hereby certify unto all whom it may concern that Mrs. Fannie Dunlap the wife of the within named Hilliard Dunlap did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Marshall Belcher, W. F. McCombs, Andrew Wheeler, Jr., Sam Tucker, Arthur Wheeler, Dave Belcher as Trustees, their successors all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the Premises within mentioned and released.

Given under my hand and seal this 4 Fannie Dunlap
day of April A. D. 19
J. R. C. Griffen . .(L. S.)
Notary Public for S. C.

Filed and immediately recorded this 6th., day of April, 1929
at 10:55 A. M.

J. A. Talbert
C. C. C. P.

70

TITLE TO REAL ESTATE NO. 22

FILE

KNOW ALL MEN BY THESE PRESENTS:

THE STATE OF SOUTH CAROLINA,
County of McCormick.

THAT We, Trustees of McCormick County School District in the State aforesaid for and in consideration of the sum of TWENTY-FIVE ($25.00) DOLLARS to us paid by MARSHALL BELCHER, W.F. McCOMBS and A.J. WHEELER, as TRUSTEES for use of the property herein conveyed as a Colored Community House in the State aforesaid (the receipt whereof is hereby acknowledged). have GRANTED, BARGAINED, SOLD AND RELEASED, and by these presents DO GRANT, BARGAIN, SELL AND RELEASE, unto the said MARSHALL BELCHER, W.F. McCOMBS and A.J. WHEELER, as Trustees, their successors and assigns forever, all our right, title and interest in and to the following described real property:

"All that piece, parcel or tract of land situate, lying and being in the Town of Mt. Carmel, County of McCormick, State of South Carolina, containing FOUR (4) ACRES, more or less and ROUNDED as follows: on the North by lands of Hilliard Dunlap; on the East by lands of Hilliard Dunlap; on the West by Rockford A.M.E. Church Lot; and on the South by public highway leading from Mt. Carmel to Calhoun Falls; all boundaries being now or formerly; this being the identical property conveyed to the Trustees of Rockford School by Hilliard Dunlap by deed dated 29 November 1949, said deed being recorded in the office of the Clerk of Court for McCormick County, South Carolina, in Deed Book 12 at page 327."

* * * * * * * * * * * * * * *

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said MARSHALL BELCHER, W.F. McCOMBS, and A.J. WHEELER, as Trustees, their successors and assigns forever. And We do hereby bind ourselves as Trustees of the McCormick County School District, our successors and assigns unto the said Marshall Belcher, W.F. McCombs and A.J. Wheeler, as Trustees, their successors and assigns against ourselves as said Trustees, our successors and assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our hand s and seal s, this 24th day of January A. D. 19 55, and in the one hundred and seventy-ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Emma R. Kehaya
J. Fred Buzhardt, Jr.

J.C. Winn (SEAL)
T.W. Wilson (SEAL)
T.D. Davis (SEAL)
Cecil Dilworth (SEAL)

TITLE TO REAL ESTATE
TRUSTEES of McCormick County School District

THE STATE OF SOUTH CAROLINA,
County of McCormick.

PERSONALLY APPEARED before me Emma R. Kehaya and made oath that s he saw the within named T.W. Wilson, Cecil Dilworth, T.D. Davis, J.C. Winn, as Trustees of McCormick County School District, sign, seal, and as his act and deed, deliver the within written deed; and that s he with J. Fred Buzhardt, Jr. witnessed the execution thereof.

Emma R. Kehaya

Sworn to before me, this 24th day of January 19 55
J. Fred Buzhardt, Jr.
Notary Public of S.C. (L. S.)

THE STATE OF SOUTH CAROLINA,
County of McCormick.

RENUNCIATION OF DOWER

NOT NECESSARY - GRANTORS, Trustees

I, do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named heirs and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this day of
Anno Domini Nineteen Hundred and
(SEAL)

Recorded this 27th day of January 19 55, and certified at 11:45 A.M.
J. Frank Matthews
C. C. C/P.

Deed Bk
Page# 1

TITLE TO REAL ESTATE — Form M
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

County of McCormick

WHEREAS, the Trustees of McCormick County School District by deed dated January 24, 1955 conveyed the real property hereinafter described to Marshall Belcher, W. F. McCombs, and A. J. Wheeler, as Trustees; and,

WHEREAS, the said W. F. McCombs and A. J. Wheeler having died subsequent to the aforesaid conveyance and no successor having been appointed, the said Marshall Belcher is the sole surviving trustee of said property; and,

WHEREAS, the purposes of the trust are now extinguished, and the public will best be served by the conveyance of the property to the Town of Mt. Carmel for such public use as the Town may deem appropriate;

NOW, THEREFORE:

KNOW ALL MEN BY THESE PRESENTS, That I, Marshall Belcher, Trustee

in the State aforesaid, for and in consideration of the sum of ONE DOLLAR ($1.00) to me paid by Town of Mt. Carmel, Mt. Carmel, S. C. 29840 in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Town of Mt. Carmel, its successors and assigns, the following described real property, to wit:

ALL that piece, parcel, or lot of land, situate, lying and being in the Town of Mt. Carmel, County of McCormick, State of South Carolina, known as the old Rock Ford School House Lot, containing 4.0 acres, more or less, and being BOUNDED: on the North by lands of John A. McAllister, formerly Ruby Dunlap; on the East by lands of John A. McAllister, formerly Ruby Dunlap; on the Southwest by S. C. Highway #81, and on the West by lands of Rock Ford A.M.E. Church. For a more particular description, reference is made to a plat prepared by Alvin Freeman, R.L.S., dated March 20-21, 1975, and recorded in the office of the Clerk of Court for McCormick County, South Carolina, in Plat Book 11, page 31, on which this property is designated as the Community House Property. This is the identical property by deed conveyed from the Trustees of McCormick County School District to Marshall Belcher, W. F. McCombs, and A. J. Wheeler, as Trustees said deed being dated January 24, 1955, and recorded in the office of the Clerk of Court for McCormick County, South Carolina, in Deed Book 22, at page 70, and the said W. F. McCombs and A. J. Wheeler having thereafter died without appointments of successor trustees, leaving Marshall Belcher as sole surviving trustee.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Town of Mt. Carmel, its successors

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Town of Mt. Carmel, its successors

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my *Hand and Seal this* 20th *day of* May *in the year of our Lord one thousand nine hundred and* seventy-six *and in the* two hundredth *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Moses Gray

James M. Belcher Jr.

Marshall Belcher, as Trustee (SEAL)

(SEAL)

175

STATE OF SOUTH CAROLINA)
)
COUNTY OF McCORMICK)

TITLE TO REAL ESTATE

BOOK 147
PAGE 133
DATED 10-19-99
REC: 11-8-99

TO WHOM THESE PRESENTS SHALL CONCERN:

I, John F. Byrd, Jr., as Special Referee for McCormick County, in the State of South Carolina, Send Greetings:

WHEREAS, in an action in the Court of Common Pleas in McCormick County between Trustees for Rockford African Methodist Episcopal Church, as Plaintiff(s) and Marshall Belcher, W.F. McCombs, Andrew J. Wheeler, Jr., Sam Tucker, Arthur Wheeler and Dave Belcher, as Trustees for Rockford School, as Defendants, by an Order signed by John F. Byrd, Jr., Special Referee for McCormick County, it was decreed, that the property hereinafter described should be sold by the undersigned, John F. Byrd, Jr., Special Referee for McCormick County, and said property should be sold to Trustees for Rockford African Methodist Episcopal Church; and

NOW, KNOW ALL MEN, that I, the undersigned, as Special Referee for McCormick County, pursuant to the foregoing and also in consideration of the additional sum of Ten and No/100ths ($10.00) Dollars, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain and release the following described property unto the grantee,

Trustees for Rockford African Methodist Episcopal Church

All that certain piece, parcel or lot of land, lying situate and being in the County of McCormick, State of South Carolina, consisting in its entirety of 4.5 acres, with improvements thereon and more particularly located at the intersection of South Carolina Highway 81 or right-of-way thereof and State Highway S-33-152. The aforesaid property is more particularly described and published on plat of Rockford AME Church in the Mt. Carmel Township of date August 7, 1996, the same which shall be entered for record in the Office of the Clerk of Court for McCormick County.

DERIVATION: Special Referee Order to be filed
Case Number 99-CP-35-52
Office of the Clerk of Court for McCormick County

Address of Grantee: Post Office Box 142
Mt. Carmel, South Carolina 29840

BOOK 232
PAGE 59
DATED 7-13-10
REC: 7-19-10

STATE OF SOUTH CAROLINA)
)
COUNTY OF McCORMICK)

TITLE TO REAL ESTATE

10 JUL 19 PM 12:53

KNOW ALL MEN BY THESE PRESENTS, That, the TRUSTEES FOR ROCKFORD AFRICAN METHODIST EPISCOPAL CHURCH, (Grantor), in consideration of the sum of One Dollar to me in hand paid and other consideration, receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto ROCKFORD CHURCH, its successors and assigns, all of its right, title and interest in and to the following described property:

All that certain piece, parcel or lot of land, lying situate and being in the County of McCormick, State of South Carolina, consisting in its entirety of 4.5 acres, with improvements thereon and more particularly located at the intersection of South Carolina Highway 81 or right-of-way thereof and State Highway S-33-152. The aforesaid property is more particularly described and published on plat of Rockford AME Church in the Mt. Carmel Township dated August 7, 1996.

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

McCORMICK COUNTY PARCEL ID NO. 024-05-01-010

DERIVATION: This property was conveyed by Grantor by deed recorded November 8, 1999 in Book 147, at Page 133, Office of the Clerk of Court for McCormick County, South Carolina.

Grantee's Address: Rockford Church
P. O. Box 142
Mt. Carmel, SC 29840

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs, successors and/or assigns, forever.

And the Grantor does hereby bind the Grantor and the Grantor's successors and/or assigns to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and/or assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

AUDITOR'S OFFICE McCORMICK CTY.
Recorded 7-20-2010
In Book 11, Page 191
Maxine Cobb
Auditor / Deputy

BOOK 232 OF
PAGE 59
STATE TAX PAID 0
COUNTY TAX PAID 0

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals this the 9th day of July, 2010.

Signed and Sealed in the presence of:

G. P. Callison, Jr.

Judy Jerome

Trustees for Rockford African Methodist Episcopal Church

By: _____
Arie J. Burton, Chairperson Pro Tem

By: _____
Henry Banks, Trustee

By: _____
Frank Mattison, Trustee

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

ACKNOWLEDGEMENT

This **TITLE TO REAL ESTATE (instrument)** was acknowledged before me this 9th day of July, 2010 by **Arie J. Burton, Henry Banks and Frank Mattison,** the duly authorized **Trustees for Rockford African Methodist Episcopal Church**, as Grantor. Pursuant to this acknowledgement, I hereby certify that:

(1) The persons acknowledging appeared before me and acknowledged the execution of this instrument; and

(2) The persons acknowledging were known to me or I had satisfactory evidence that the person acknowledging was the person described in and who executed this instrument.

(Signature of Person Taking Acknowledgment)
Notary Public for the State of South Carolina
My Notary Commission Expires 02/21/2011
(Printed or Typed Name) G.P. Callison, Jr.
(Address) P.O. Box 3208 Greenwood, SC 29648

Supplemental Transcripts of Motion Hearing, May 21, 2013

THE COURT: I believe that this is the case of 11-CP-35-34, Samuel McPherson versus Henry Banks, et al. We have with us Mr. Williams, who is representing Mr. McPherson and Mr. Watson is present on behalf of the defendants in this case. I have had a chance to review the file yesterday and the various motions, et cetera, which are in the file and from talking to the attorneys in chambers today, it's my understanding that this is essentially being treated as a matter of summary judgment. I think that is probably the most appropriate way to address it. This dispute, obviously, concerns church property to an extent bank accounts are in the name of a local church and the question, ultimately is, to the extent which the A.M.E. church as a corporate entity may have some interest in this particular property. I know Mr. Watson has a motion before we proceed. Mr. Watson, certainly happy to hear from you, sir.

MR. WATSON: Well, I had a motion to dismiss which was originally filed and I also filed a brief, a trial brief, and there's been some reference made to a Jones case. I will point out to you that that was treated in the brief on page 14, Jones versus Wolf and, basically, it's my understanding that the Jones versus Wolf case is, in South Carolina law and apparently in a lot of other states, have adopted the neutral principles of law approach as it

relates to property and as in this particular case.

As I've told the Court, and I've told everybody, I'm not an authority on church law. I never have claimed to be. I've been practicing law for fifty years and this is the first church case I've had of this magnitude. For that reason, I asked my clients to allow me to employ the National Legal Research Group out of Charlottesville, Virginia, and they have done all the research and I think have done a very good job on the case preparing motions, briefs, and so forth. We move to dismiss this case because of the subject matter jurisdiction. It appears, we believe, that this involves, strictly, a church doctrine case and has no bearing to be in the courts.

The initial pleadings, as you can see, want to remove numerous members or some of the members from the church rolls. Now, my understanding is, I represent at least 95% of the people who were church members there. There were a few I've not. Since that time of the first order down before Judge McMahon, the door locks have been changed on the church. Nobody can get into the church except with permission of the pastor and, of course, I think the pastor has changed now. At the time of the hearing before Judge McMahon it was conceded that this was strictly a church-related situation and I think that I had the testimony transcribed and filed with the Court. It should be in the

file there for the Court what was brought out when testimony was taken.

The problem that we have, Judge, and Randall and I are on the same page, we always have been. I'm going to give you, if you will mark it just for your benefit, what the A.M.E. church says the deed should contain when it's deeded to the A.M.E. church. The history of this case best I can determine states that several ministers for the last I don't know how many years have tried to encourage this church to go ahead and incorporate into a eleemosynary corporation and transfer the property that they have to the church according to the rules and discipline which they have in there about transferring it -- which, as I understand it, it's a holding company, at least that's the best information that Randall has been able to give me, a corporation out of Pennsylvania, where probably the headquarters are. If that's right or wrong, I don't know, but I know what the name of the corporation is supposed to be. These little churches did not.

Now, when we get the main piece of property where the church is located and we had a little trouble running down the deed. I knew more about the county than probably my friend Randall did. We could never find the deed to that church property in McCormick County and then I knew that McCormick County was formed out of Abbeville County and I

found the deed in Abbeville County and it's in the name of the Rockford Church, the trustees are of the Rockford Church and there's no mention, whatsoever, of the A.M.E. church and the information that I gather that I set out in my brief, they did associate themselves with the A.M.E. church some time later and have used the A.M.E. name at times and well, I think I don't know how long but probably sometime after the deed of the property and they have used the literature. Now, as I read the Jones' case, that's been, Jones versus Wolf, that's a question of the, they call it the ecumenical matters of the church, what their rules and regulations are to follow and I can't see why they would claim all this time that they wanted this property deeded to this corporation if they thought they owned it. So, apparently, there have been some kind of regulations or other lawsuits all along about who owns property when it's not deeded to the church. I know the motions of the cases that I find that are probably related to the Presbyterian Church who has very well grounded rules and regulations about the church and the ownership of property, but apparently, that's not true in the A.M.E. church and I can understand it because of the way the A.M.E. churches were formed sometime after 1865 and they had property donated to them.

Now, we also have involved another piece of property

which was purchased by the members of the Rockford Church and it does mention the A.M.E. name and the trustee and so there is actually two pieces of property. The main piece of property where the church is located has never had any association, whatsoever, by deed or anything of record, in the A.M.E. church while the other piece of property where the parties were eventually, I think, going to build another church does so I would point that out to the Court. I don't want to cover up anything from the Court, because there are two pieces of property. As it stands, though, both pieces of property now are back in this Rockford Church, but there was a lot of hemming and hawing and things that Randall and I were not involved in to get this property back to the Rockford Church. This church is old. It has a lot of problems with the upkeep.

These parties had arranged money to build, to work on the church. Apparently, at one time they were not going to try to redo this church, but it's when they bought that other piece of property to build another church, but because of all the problems involved now I don't see any way they are going to have a situation to build a church because there has been so much about it.

I point out to you in the Jones case on page 14, it says, my research people say that South Carolina courts have determined that when resolving church disputes, South

Carolina applies the neutral principles of law approach and they show Pearson versus the Church of God case and Jones versus Wolf. Holding an estate is constitutionally entitled to adopt the neutral principles of law approach as a means of adjudicating church disputes. This method relies exclusively on objective well-established concepts of trust and property law familiar to the lawyers and the judges. I don't know of any case that I've ever seen in the Hornbook or South Carolina law or anything else that says the church or anybody else in this type situation can gain title by adverse possession or some kind of ecclesiastical type of situation and I don't know why the church would insist and try to get them to deed the property to them if they didn't know the same facts about the church law.

Now, there is no record that I know of, and I think Randall will agree, where most of this property of the church we're talking about, and maybe a cemetery there, has ever recorded a deed with any clerk showing its ownership of the Rockford Church property. The only thing recorded is the deed to the Rockford Church.

Now, we also have a situation where money is involved. These people apparently had tried to save money to either redo the church or build a new church and there were some transfers of money before I ever got involved in it. I probably would have told them not to do it exactly like

they did it if I had been representing them, but Judge McMahon's order, I believe it may have been the second order, because they didn't know about the money I don't think or knew where the money was or what the situation was in the first order the first time we went down there for it, but the Clerk of Court in McCormick County is holding that money and that money should be for the benefit of fixing up this church. Whoever ends up owning the church, that money should be absolutely spent for the benefit of the church and we believe that under the circumstances it should be given back to the members.

Now, the sole reason, or really the only reason that I see that this suit has any standing whatsoever, and I don't think it has any, would be the fact ---

THE COURT: One quick question, if I could. On the issue of the money, and I guess your reasoning, but factually, the account that money was placed in, you said the national church, A.M.E., Incorporated, was trying to get them to incorporate into an eleemosynary corporation. I assume that for purposes of that account that money was in the tax payer I.D. number that was specific to the church as opposed to a corporated entity ---

MR. WATSON: That is right.

THE COURT: Okay.

MR. WATSON: To my knowledge, you know, there are

several cases, several incidences in here where you've got a phantom church saying it was incorporated which it was according to the information I have, but it never was. You had ministers trying to get it to be incorporated and you had ministers trying to get it transferred to the A.M.E. church pursuant to their discipline, but it was never done according to the information I have.

Now, this property account, of course it's in another order, but certainly I think the money sooner or later is going to be given to whoever has title and possession of the property described in the Rockford Church deed in 1916. Is that right, Randall? 1916?

MR. WILLIAMS: I see one as 1914.

MR. WATSON: 1914. I believe that's right. It was back before McCormick County was formed and so that's the situation. Now, we have discussed with you in chambers that the fact, to our knowledge, and Randall may know of more cases, but he and I have, you know, pretty well shared information that we have about different cases. There are five cases pending in this state. This is one of them which is basically the same issue of who owns the property, whether you can get it by ecclesiastical doctrine or you have to have it transferred in the normal way that you would do deeds and titles in the State of South Carolina or what have you. That's the two cases in Fairfield County

that I think ought to appeal to the Court of Appeals. Now, there's one in Spartanburg County, which is the oldest case and Randall says that's a 2008 case, long before this case, that Judge Toal has had under advisement for years and hasn't ruled and then there's a new case, I believe, in Union County that the only issue I believe, and Randall you correct me if I'm wrong, but the only thing they've had is a temporary hearing on that case.

MR. WILLIAMS: That is correct, Judge.

MR. WATSON: A temporary hearing, in which he probably can get you a copy of the order. I think he may have sent me a copy of it. I probably have it somewhere in the file but he can probably get his quicker than me.

Now, Randall's motion for summary judgment, as I read his brief, he's trying to get the counterclaim dismissed where the parties counterclaimed for libel, slander, et cetera, by claiming that they were troublemakers in the church that dropped their memberships and all this kind of thing that any other issue -- now, there is a case and it's quoted in the brief where the South Carolina Supreme Court or the Court of Appeals, I'm not sure which one it was, allowed the counterclaim to continue in a case similar to this and it should be covered in our brief where they sent the case to Virginia where they did not dismiss the counterclaim. They tried to get a counterclaim dismissed

in the Court of Appeals. Now, if that case went to the Supreme Court or Writ of Certiorari, I do not know. I don't think it did, but that's the situation.

Now, Judge, we've got a situation here where these people have not been able to, you know -- it started out simply expelling them from the church because they said they were no longer members. The people that I represent, which is a vast majority of the people that were members, like 95% of them at the time of this lawsuit, says they are still members if they could get back into the church and do what they intend to do about their services and so forth. But when you lock them out and say you cannot come into the church itself if the minister is there and you cannot have any kind of program -- I think they were having a praise program before the regular sermon started and that was vetoed by the minister and they locked the doors on them.

Now, this is a complicated case. I feel sure that it will probably end up in the Supreme Court unless these cases that we have in Fairfield County settles all the issues. I do not know that they will settle all the issues. They could settle the issues and they could not. We are in this situation and, you know, Judge, I don't know whether or not you could do a case like this, whether or not you could even have a mediation on a case like this to try to settle all the issues. I don't know that. I know

McCormick County and Greenwood County cannot force mediation and I don't know, I have not talked to the opposition about it, but there are numerous issues involved in this case as we set out in our brief and as I said I think it's a pretty good brief. I didn't write it. I got the people in Charlottesville to write it and I stand by it. I think it is very informative and very good and will probably need to be checked very closely by your clerk. If he needs additional information from me, I don't mind trying to get it for you, but we believe that those two issues are involved in it and we would ask the Court to be very diligent, which I know you will be, and check all the issues and decide what you think is the law of The State of South Carolina as it relates to those issues and then either side will have the right to file any appeal they want to file and I feel 99% sure that both sides may appeal, so in view of the fact that we don't have the appellate ruling from Fairfield county and it may not settle all the issues that's involved in this case, especially the issue of the money, because I don't think that issue came up in the Fairfield cases, at least I didn't notice it in the orders that were filed over there in that county.

THE COURT: Correct me if I'm wrong, but concerning the counterclaims, the motion to dismiss is in the 12(b)(6)

is right or is it summary judgment or...

MR. WATSON: It's covered in his summary judgment motion.

THE COURT: Okay.

MR. WILLIAMS: We made a summary judgment motion and we made a 12(b)(6) motion also, to dismiss the counterclaims, Your Honor.

MR. WATSON: I think that covers it. I don't have a problem with it.

THE COURT: I'm going to treat it, well, assuming it was filed as a 12(b)(6), I thought it was a 12(b)(6), but I'm going to treat it as a motion for summary judgment on the counterclaims and we'll go outside the pleadings, if that's okay, based upon what's been submitted.

MR. WILLIAMS: Yes, sir.

THE COURT: I think that's the most expedient way to wrap all this up at some point. Let me hear from you, Mr. Williams.

MR. WILLIAMS: Thank you, Judge. May it please the Court?

THE COURT: Yes, sir.

MR. WILLIAMS: Judge, we are to the final amended motion in opposition to the Defendant's motion to dismiss. Specifically, Judge, this Court does have jurisdiction to hear this case. If you look at Jones v Wolf, they talk

about, the Court says in Jones v Wolf at 595, it says that, "A state is constitutionally entitled to adopt the neutral principles of law and the offices involved in consideration of deeds, state statutes, government in the holding of church property. The local church charges the general church's constitution." So, there is no question that the Court can look at property issues. That is exactly what the neutral principle does and, as a matter of fact, Judge, in these property dispute cases, there were two main types of cases. Watson v Jones and Jones v Wolf. Watson v Jones used the deferential approach, in which our Supreme Court says we are not going to use that, we are going to use the neutral principles analysis as listed in Jones v Wolf.

Now, if you look at Pearson v Church of God, it says that the courts cannot avoid adjudicating rights borne out of civil law. There is no question that the courts have, there are numerous cases where the courts have exercised jurisdiction in property dispute cases among different factions in a church and, as a matter of fact, the Supreme Court said, the United States Supreme Court said in Jones v Wolf that they can, on page, it looks like page 606 of Jones v Wolf, they can modify the deeds or the corporate charter to include a right-of-way version or trust in favor of the general church can be made to cite an express trust in favor of the denominational church." So, Judge, there

is no question that you have jurisdiction to hear these cases. Pearson v Church of God is the main case, I think. And also, Judge, if you look at one of the leading cases here in South Carolina, Waccamaw was a church property dispute case which was decided some time ago, a couple years ago. So, that's our motion in opposition.

I would move to my motion for summary judgment, Your Honor. We've asked the Court to issue a declaratory judgment stating that the local church property is really owned by the national denomination and as I said, if you look at Jones v Wolf and the neutral principles analysis, they have consistently, they list the factors that a Court should look at when deciding these cases and in Jones v Wolf, they expressly state that a denomination can place a trust in its constitution. They expressly stated that.

THE COURT: I would agree. Let's get to the heart of this, okay? I agree 100% that a denomination or a corporate entity can place a trust requirement in its constitution and require members to join to follow through on that. Why wasn't this done at the get-go? That's the question I have.

MR. WILLIAMS: Why was...

THE COURT: When this church decided that it wanted to -- because I'm assuming for purposes of this motion that at some point perhaps the church acceded and your brief lays

this out, that they acceded to certain items and I agree there may be some dispute as to the extent that they did, they acceded to some control by the A.M.E. Church Incorporated, in addition to certain funds were remitted to the central organization and they used literature provided by the A.M.E. Church. Why, when this church came into the A.M.E. Church, why was this not amended on the deeds?

MR. WILLIAMS: In the deeds?

THE COURT: Yes, sir.

MR. WILLIAMS: Because, Judge, they placed it in the Book of Discipline that it doesn't matter. It doesn't matter if the deed, whatever the deed says -- well, I shouldn't say whatever the deed says, but it doesn't matter. The deeds are not dispository. The Book of Discipline says that even if the deeds do not recite a trust in favor of the A.M.E. Church, that if they follow six things, those, at least any of those six matters, that the property is still held in trust for the head of the church and there is a Georgia case on that and then the question was, why weren't the deeds amended. Well, and the Court said, and I'll get the case to you, the Court in Georgia said that even, that there was no need to, because it was included in their constitution, so they did it, the Court said there really was no need for the denomination to amend the deeds because the trust took care of all that and

I can get the Court that case and I can get a copy to Mr. Watson, also, Your Honor.

THE COURT: I would like you -- do you recall offhand the name of that case, just for my notes?

MR. WILLIAMS: I don't, Judge, but I have it at the office.

THE COURT: That's fine.

MR. WILLIAMS: I have it in my final brief with the Appeals Court.

THE COURT: I may have it. Is it in the brief that you submitted today?

MR. WILLIAMS: It's not in this brief I have submitted today, Judge.

THE COURT: I would be very interested in seeing how the Court dealt with that.

MR. WILLIAMS: I will provide you that, Judge. So, that's the basis of our argument, Judge. If you take the premise that the trust, located in the constitution, in the Book of Discipline, is valid, then there are certain, you also have to accept that there are certain ways that you have to transfer property. In this particular case, none of these transfers were approved by the conference, the local conference, the district conference, or the annual conference. These parties just did these deeds themselves and they were never approved. In fact, moving on to the---

THE COURT: You are talking about this most recent deed of 2011?

MR. WILLIAMS: I think maybe 2009, Judge. Not too long ago.

THE COURT: There was one that Mr. Callison found, if I'm correct.

MR. WATSON: Callison and Pratt.

MR. WILLIAMS: And Judge, even if the church was not A.M.E. in the beginning, that is not dispositive, either. If they then consented to the provisions that are listed, the six factors, if they consented to those six factors, that makes them a part of the A.M.E. trust.

In regard to the defamation claim. We've done depositions. The Defendants admit in their deposition that they don't have any knowledge of Elder McPherson saying anything about them to third parties and so they don't have any evidence that it was ever published, so there is no publication in this case and they admitted to it in their depositions, which we have included and given to the Court.

Also, in deposition, the parties admitted that their claim for defamation is based on the Complaint, the pleadings that we filed, not on anything that he said in the community and so we would assert, Judge, that there was a privilege, there was privileged communications with the, regarding the pleadings. And also, Judge, truth is barred

to defamation. It would be nice if the Defendants could say who belonged or who is a member of the A.M.E. Church, but quite frankly, Judge, their subjective feelings are not important. They cannot decide who is supposed to be a member of the church. The only people that can do that is either the elder, the bishop, or the denomination. So, truth is a defense to the defamation claim.

Also, Judge, in the defamation claim, they don't have any damages. You'll see that in their depositions, that there are no damages to these parties and so we would ask the Court to consider dismissing the defamation claims.

THE COURT: You allege that there are no special damages because slander nor libel is pled?

MR. WILLIAMS: Well, we asked them if they had any damages, any medical bills or anything in their deposition. They don't have anything, Judge.

Also, in regard to the negligent misrepresentation, there's no negligent misrepresentation, Judge, because the Plaintiff has never made any false statements about these parties. Their main problem in their counterclaim, Judge, has been that Elder McPherson said that they were not members of the church and those types of things. Well, Judge, those type things are purely left up to the denomination to decide and we'd ask the Court to consider dismissing the negligent misrepresentation claim, also, in

their counterclaim.

Also, in our motion to dismiss ---

THE COURT: All right. Let's -- Well, the Defendants are basically saying they are not members of the A.M.E. Church.

MR. WILLIAMS: No, Judge. They are saying that they are. They are saying that they are still members of the A.M.E. Church and that's the problem, that ---

THE COURT: I thought they are maintaining that they are members of the Rockford Church at this point in time. I'll have to look at the depositions. I have not reviewed those, but my point was, if they are not members and you agree that they are not members of the A.M.E. Church and you are saying they are not members of the A.M.E. Church and it sounds like they don't want to be members of the A.M.E. Church and they lose on that ground.

MR. WILLIAMS: They have maintained the whole time, Judge, that they are members of the A.M.E. Church, that they are good A.M.E. members. Anyway...

And we would ask the Court to dismiss the Defendant's claim of -- one second, Judge. We would ask the Court to dismiss the breach of fiduciary duty claim and the negligent and the intentional infliction of emotional distress claim and that's all laid out in my brief, Your Honor, in my memorandum. Basically, what they've said is

that they are, that Elder McPherson failed to appoint a suitable pastor, that he failed to help them with their finances and these are all things, Judge, that this Court does not have jurisdiction to inquire into. The Court does not have the jurisdiction to inquire into the administration of a denomination. The Court does not have jurisdiction to inquire into how the denomination expends its money. So, we would ask the Court to consider dismissing those counterclaims and they are laid out in my brief.

We also have a motion to strike, Your Honor. We've listed, in my memorandum, we've listed numerous places where the Defendants are asking to put a -- the Defendants make claims where this Court has no jurisdiction in terms of membership, in terms of spending money, in terms of expelling or appointing a suitable pastor and we've laid those out in my brief. I don't think there is any need to go over them again, but I would point out to the Court in my motion to strike in paragraph 13, that should be 28(c) instead of 27(c), but all these, we are actually in court to strike any allegations where they are talking about the administration or the appointment of pastors into the local church. I think the other motions are pretty straightforward, but basically, the Court cannot get into the administration of the A.M.E. church the financial

aspects of the A.M.E. church and we believe that this motion is ripe for summary judgment and we should be granted summary judgment based upon Jones v Wolf and based upon Pearson v Church of God, respectfully.

MR. WATSON: If my friend is right and the Court cannot get into the administration, then my motion to dismiss is absolutely on point and should be granted, because that's what they are trying to do is get into saying that they've got a right under their by-laws to get into administration of certain items such as the title to the property and money because of the fact that they are who they claim to be.

Now, there are two things that I would like the Court to consider: I'd like the Court to consider and to get that case that Randall is talking about, and I want Randall to file, if the Court won't do it, a copy of the temporary order in the Union case, because I think it refers to the Jones case as I remember it. It refers to the Jones case that they were relying on trying to get their temporary order.

Now, as far as publishing statements made by Mr. McPherson, if you look at the pleadings, they were verified, and if you look at the testimony that I had typed up and put into the record here in McCormick County, it should be here, from the hearing, the first hearing in

Lexington, all these people were called troublemakers and causing all the problems in the church. So, there is clearly a publication of the facts, which they relied on being libel, slander, and defamation of character.

Judge, if my friend Randall is right that you can't get into administrative things, I think you need to strongly consider my motion to dismiss for a lack of jurisdiction, because that's what we are talking about, administrative part on behalf of the church.

And there is no record that I am aware of and I've been trying to get it, of any letter or any form of compliance or anything of this church to the A.M.E. Church or anything to show that the property, well, basically where the church is, was ever in the name of the A.M.E. Church and as Mr. Randall said, they bought another piece of property without the consent of the A.M.E. Church. So, they've been operating as an independent church, apparently, since 1914 and the only association that they've had is the use of some of their materials and maybe going to conventions.

THE COURT: All right. Let's address that, Mr. Williams. Clearly, your case rises and falls on whether or not they were members of the A.M.E. Church, whether or not this church at some point in the past agreed to become members of the A.M.E. Church and did what was necessary to

become members of that church. In terms of -- I understand the argument about Jones. I'm looking at this merely as a property dispute and the question is very simple. Are the by-laws sufficient to convey title from that church to the A.M.E. Church and so by their joining, are those by-laws legally sufficient under property law of this state, under secular property law of this state, is that sufficient to effect a transfer of property interest? What document or what does exist to demonstrate that they sought out and joined or were recruited by and voluntarily joined or agreed to join or became bound by these by-laws that we are talking about now?

MR. WILLIAMS: Well, Judge, other than those six factors that they participated in all the conferences, they accepted pastors. That is an indication of their consent and intent to be bound by the A.M.E. Church.

THE COURT: There's no formal ---

MR. WILLIAMS: There's no written document saying, "We want to join the A.M.E. Church, no, sir."

THE COURT: Okay. Is there any formal outline in the by-laws about how one would become a member of the A.M.E. church?

MR. WILLIAMS: There is. I'm sure there is. I can get that to you, Judge.

THE COURT: Were those followed in this case to your

knowledge?

MR. WILLIAMS: When they joined? Yes, sir, Judge, they were. I mean, there is no question they were members of the A.M.E. church. There is no question about that. I think the fact that ---

MR. WATSON: I understand your -- I'm not trying to interrupt, but I understood your question to be and maybe Randall's answer was, these disciplines have changed through the years. You want to know something about it, I assume, back in 1914 when the church was formed or sometime thereafter.

THE COURT: I'm just curious about how long it takes to become an A.M.E. church from an independent church and I realize it was probably much more informal at the turn of the century, in the last century, than it would have been today.

MR. WILLIAMS: I can get you an affidavit or statement on that, Judge.

MR. WATSON: I don't want no affidavit. If he could give me a book or something. You know, anybody can come up with an affidavit. You and I know about affidavits from longstanding, but if you could get me some Discipline, some book on the situation, I might be ---

THE COURT: I would assume the Book of Discipline has also changed over time.

MR. WILLIAMS: It has changed, Judge. They do change. Judge, I would also ask, Mr. Watson said that if this was an administrative issue that this Court, the Court should revisit his motion. Well, Judge, this is a property issue. We are not asking you to get into the administration of the church, Judge. So, it's purely a property issue and if you look at their statements in the deposition, Judge, they did acknowledge that they don't know anyone that Elder McPherson said published to any third party about this. They said it under oath and we would respectfully ask the Court to consider dismissing the defamation claim and, particularly, our ---

MR. WATSON: Damages are determined by a jury if they've been damaged. The publications and everything are in the record, what they were accused of.

THE COURT: The case, Mr. Watson, that you alluded to earlier, is Brooks versus St. Matthews if your counterclaims could survive.

MR. WILLIAMS: They can survive, Judge. We don't deny that.

THE COURT: But they aren't going to survive summary judgment.

MR. WILLIAMS: Yes, sir.

THE COURT: Very good. Anything further from anyone? I will be taking the matter under advisement. Mr.

Williams, if you don't mind, see if you can either email me or provide me a copy of that Georgia case and I am somewhat intellectually curious of the result in the Union County case. I have the Fairfield cases and the trial court's four-page order was included in the material provided to me.

MR. WATSON: I will assure you, Judge, both of us are working trying to get you something from the Spartanburg case.

MR. WILLIAMS: We will get that case to you. I have a couple of cases I can get to you, Judge. I just didn't have enough time to submit them to you, but we have a number of cases we can get to you.

THE COURT: I will be taking this under advisement. Obviously, I've been provided a great deal more to review today. Let's -- Mr. Watson made the point, Mr. Williams, about the money following the building. We've got one deed that was clearly never conveyed. We've got the second more recent deed where I think they bought the property for $25,000.00 and that one did make it to the A.M.E. church's name. Let's assume for a moment that I rule that the deed that explicitly recites A.M.E. Church, Incorporated, that property goes to your people, for the Plaintiff, and that the other property upon which the church currently sits, the one where historically it had been Rockford Church,

that that property belongs to the Defendants or the group to my right. What happens to the money?

MR. WILLIAMS: Judge, the money was placed in an account that was used to pay the local church's power bill, phone bill, pastor. They used that money for the benefit of the Rockford A.M.E. Church. Now, they can use whatever name, they can say Rockford, but there's no question about it that that account was used to pay the expenses for the church, the pastors, and everything like that and we would also bring to the Court's attention, Judge, that if they, if the church was ever -- the names on the deeds are not dispositive. If that local church received that property and they used it for the benefit of the A.M.E. church, it became A.M.E. property. Just because when you start out you're not A.M.E., doesn't mean you cannot become A.M.E. and that's what has happened.

THE COURT: Now, I understand your point. I understand your point. Your point, though, is that this is a legally enforceable right which the Court can enforce by virtue of the Book of Discipline and what's contained within the Book of Discipline. I'm already nervous enough without even going into the Book of Discipline for the reasons outlined in Jones and that Mr. Watson has explained in his motion to dismiss. If I take it -- well, I chased a rabbit there. My true point to you is, obviously people

can consent to be members of the A.M.E. church. They can decide, yes, we are going to remit funds on an annual basis to the central conference or to the incorporated entity. We can agree that our property is subject to the A.M.E. church. The problem comes when, a problem of rights where whether or not you can legally force them to turn over this property if legal niceties weren't followed. I think that's kind of the issue. I understand your position that they were members and they belonged to the A.M.E. church. The central question, though, is when that consent is withdrawn which apparently it has been done with perhaps maybe can you legally enforce the rights you say you have by virtue of the Book of Discipline absent the legal niceties that create a valid transfer of the real property or in this case, the personal property of the bank accounts. We are dealing with real property versus personal property and so now we are committed to discussing apples and oranges. I don't know.

MR. WILLIAMS: When they -- let me say this. In their affidavits, initially, judge, they admitted in their affidavits that they were still good members of the A.M.E. church. What happened an elder removed them from the church, but if they were to leave the church, it doesn't matter. Now, they can leave, but the property still remains a part of the connection and I would also point out

problem with that if it was limited solely to the question of the funds. I think we have enough information at this time as to real property.

MR. WATSON: My partner says we will get you the evidence if you need it. It was always in a CD up until a certain time when they were going to start building the church about this time and they took the money out and when this thing started again having a problem, they put it back into CDs.

THE COURT: Okay.

MR. WATSON: But it was in there on interest for a specific purpose and that was to either build a new church or remodel this old church, you know, the historical Rockford Church over there, which I understand that at one time they had a schoolhouse there and all kinds of stuff.

MR. WILLIAMS: We provided documentation for the in your package, Judge.

THE COURT: In the study you gave me today? I know there was documentation ---

MR. WILLIAMS: Yes, sir. In the back, there are excerpts from the Book of Discipline and also documents from the bank for the Court to take a look at. You may want to look at First Citizens, documents from First Citizen's Bank.

THE COURT: Okay. It's towards the back.

MR. WILLIAMS: Yes, sir You can take a look at it Judge.

MR. WATSON: I go along with the judges thus far saying you transfer property by deed, not some -- even if you have adverse possession, you file a lawsuit sometimes to prove it, so we'll see that.

THE COURT: All right. I do believe I have enough information, gentlemen. Thank you so very much. I'll take the matter under advisement. There's no need for me to make a record from the Book of Discipline that says general church property, the part that deals with general church property and recites how a deed is done ---

MR. WATSON: How a deed should be made.

THE COURT: Right. Page 61, tracks the language applicable to the trust land track for purposes along in there, too, et cetera, so I'm going to add that.

MR. WILLIAMS: May I add

THE COURT: Yes, sir.

MR. WILLIAMS: We will just say that Elder McPherson has standing in this matter pursuant to the Book of Discipline that says the Elder must regard all property and make sure the deeds conform to the laws of the state and that's in the packet, also, Judge.

THE COURT: I don't think standing is challenged in this case. Thank You, gentlemen.

Supplemental Transcripts of Motion Hearing For Reconsideration, September 5, 2013

TRANSCRIPT OF RECORD

(Whereupon, the proceeding was commenced at 10:39 a.m.)

THE COURT: We're going to switch over to the McCormick case, a motion for reconsideration on an order which I issued ---

THE COURT REPORTER: Your Honor ---

THE COURT: --- fairly -- I've got ---

THE COURT REPORTER: --- I'm sorry.

THE COURT: --- the -- yeah. I've got the ---

THE COURT REPORTER: Okay.

THE COURT: I was about to read it.

THE COURT REPORTER: Okay. All right. Thank you.

MR. WATSON: Judge, and there's also a second motion.

THE COURT: All right.

MR. WATSON: There's ---

THE COURT: The ---

MR. WATSON: --- two motions to be heard today.

THE COURT: All right. For the benefit of my court reporter, who was not with me in McCormick, this is Case 11-CP-35-34, *Samuel L. McPherson* -- M-c-P-h-e-r-s-o-n -- *v. Henry Banks* -- B-a-n-k-s -- *et al.* Mr. Watson is representing the defendants in this particular case. Mr. Williams is here on behalf of the plaintiffs.

I have had a chance to review the motion for reconsideration. And I know that there's an additional

motion to take deposition -- depositions pending appeal.

MR. WATSON: And, Judge, we have filed -- even though we had 30 days to file a reply, we have filed a -- and given Mr. Williams a copy of it and filed it with the Court and brought a Court to -- case to -- I mean, our reply to that motion to your office. And it should be in the -- your file or in your possession. And we would ask the Court to consider both of them today in an effort to reduce the time necessary to end this matter.

THE COURT: All right. If there's no objection, the Court will consider both of them. Mr. Williams, I believe that you would be the moving party on the motion for reconsideration.

I have had -- I have read the -- the material that you provided some weeks ago to me and the attachments. I -- I do agree that the clarification concerning the defendants' status probably needs to be made, some level of clarification on that particular point.

I -- I -- it was not the intention of the Court to make a specific finding of fact with regard to that. But if you want to speak to that, that's fine. But I think I can fix that fairly easily.

MR. WILLIAMS: Thank you -- thank you, Judge. I -- I just want to -- if I can -- may it please the Court, Judge?

THE COURT: Certainly.

MR. WILLIAMS: May it please the Court?

THE COURT: Yes, sir.

MR. WILLIAMS: Thank you, Judge. Of course, Judge, we -- we are -- this motion for reconsideration is basically to do with the 4.5 acres and also the -- I think the monies that were in the account with the title "Rockford Church." In the 4.5 acres, I think, in the -- in the judge's analysis -- in your analysis, Your Honor, you say that there was a half an acre that was left to the trustees of Rockford A.M.E.; that there was an acre left to the trustees of Rockford Church; and that there was a 4-point-acre tract that was owned by Rockford School that was allegedly left to Rockford Church.

Of course, Judge, you know, there is no deed that actually says that this property was left to -- from Rockford School to Rockford Church. I think that's the -- the -- the -- the -- the -- why they had the special referee, who said that that whole 4.5 acres was left to the trustees of Rockford A.M.E. Church.

I understand that the Court did not take a look -- did not consider the subsequent deed by the defendants, where the property -- in 2010, where the property was left to Rockford -- to the trustees of Rockford Church. So it was -- created some confusion of which deed is the Court going by, when you -- when you say you leave the -- when the

property is going to -- the trustees of Rockford Church, if your -- if the last deed that you talk about was the 4.5-acre tract that was left to the trustees of Rockford A.M.E. Church by the special referee.

And after that you simply say that this property was left -- should be given to the trustees of Rockford Church, whereas in the special referee's order, if the special referee said that the property should be left to the trustees of Rockford A.M.E. Church, then that ends the -- if that's the last deed that the Court is going to look at, then that should end the Court's inquiry -- inquiry into the matter and not say that these defendants are trustees of Rockford A.M.E. Church. I think the only thing that the Court can do is say that the property is left to the trustees of Rockford A.M.E. Church.

The defendants are not members of the A.M.E. Church at this point. And so at -- at that, we would say that the Court's ruling was clearly in -- in -- in taking no offense on the judge -- was clearly in error, Your Honor, we -- we believe. Because as I said, the special referee's order left the property or found that the property should be left to the trustees of Rockford A.M.E. Church.

And if the Court is not going to look at the subsequent deed, then that is the -- the -- the controlling deed. And if that is the controlling deed, then the

property should go to the trustees of Rockford A.M.E. Church and not to the trustees of Rockford Church, specifically.

Also -- also, the Court, in its -- in your order, Judge, you mentioned that there was no writing evidencing that there was a trust. However, in *Jones v. Wolf* -- and also, *All Saints Waccamaw* -- *All Saints* -- and I think I'm getting the -- the case name, but I think you -- you understand which case I'm referring to. *All Saints* said that the -- the Courts of South Carolina ought to follow the law in *Jones v. Wolf*. *Jones v. Wolf* has specifically stated that a -- that a denomination may place a trust in its constitution and the Courts are bound to give it effect.

So we're asking the Court -- we're saying that there is a writing; that there is a writing in the Book of Discipline of the A.M.E. Church which specifically says that all property is -- both real and personal is held in trust. And I think there was some confusion in *All Saints*, where I think the Court stated in -- in its order that *All Saints* stood for the proposition that canons have no effect. Well, that's not -- that's not true. The Court has -- *All Saints* said specifically: We'll follow *Jones v. Wolf*.

But in *All Saints*, Judge, the denomination did not

have an interest for two -- for two major reasons: One, The House of Commons specifically -- they gave the property to, I think, George and Poole, I believe, to be held in trust for the inhabitants of -- of Waccamaw Island or the -- that particular island. You know where I'm talking about.

THE COURT: I do.

MR. WILLIAMS: I mean ---

THE COURT: I do.

MR. WILLIAMS: --- the -- so later there was a trust that -- trust -- a -- there was a deed that was filed that contained a -- trust language. Also, so in -- from the very beginning the denomination did not have any interest in the property. All right. And also, the denomination transferred any interest that they may have had in the property back to the inhabitants -- back to the church.

So that -- so the -- *All Saints Waccamaw* does not stand for the proposition that canons have no effect. But specifically, that's -- would specifically tie to this particular case because, as I said, the property was initially received by the inhabitants of -- by the church pursuant to a trust. And the denomination later transferred all their interest back to the church.

So this -- that situation is fundamentally different than this particular situation. We have a deed, where the

special referee has stated that -- and the -- and the Court -- I guess the Court was going by that. I'm -- I'm not really sure. But they basically stated that -- well, they basically stated that the property was owned by -- was -- should be given to the trustees of Rockford A.M.E. Church, not the trustees of Rockford Church.

In any event, Judge, we would take -- in any event, there is no such thing as -- these -- these churches, Rockford Church and Rockford A.M.E. Church are the same. In the depositions the defendants admitted that -- that when they say "Rockford Church" and "Rockford A.M.E. Church," they're all the same. There is no difference in the -- in the churches. And they admitted that in their depositions.

Also, concerning the bank account, where the -- I think it was 124-some-odd thousand dollars was found in the First Citizens Bank where the account was listed as "Rockford Church. The defendant, Henry Banks, admitted under deposition that that account was previously Rockford A.M.E. Church account. So it's not as though this money was received into a Rockford Church account from the very beginning. It was just an attempt that changed the accounts simply to -- to try to defeat any claim that the A.M.E. Church may have -- the denomination may have over this property.

But they admitted that in their deposition. So we would ask the Court to consider -- to consider that -- that this account was formerly Rockford A.M.E. Church account.

Now, we have also provided some -- some checks to the Court that shows that -- that these are -- that the expense out of this Rockford Church account were really paid -- they were really paying for Rockford A.M.E. Church expenses, where they were having daily services every day. And in any event, Judge, the actual insurance policy on the church provided by the defendants says "Rockford A.M.E. Church."

So we -- we would ask the Court to consider -- reconsider it -- its -- its ruling. And we would also ask the Court to reconsider the ruling that there is no writing in this case. There is a writing; there is a trust contained in the Book of Discipline and that the Courts have said that we can follow -- that you can have -- must consider the -- the constitution of a denomination.

And I would ask that -- now, the ---

THE COURT: The -- the ---

MR. WILLIAMS: --- respectfully ---

THE COURT: --- the -- and -- and again, this goes back to the big problem that the Court had, though: In applying principles of property law, it's the deed that controls. And I think even the plaintiff will admit that

at no time did the national church seek to clear up this title mess, which has existed for some time. And that's a problem for your client.

I know that other denominations, in situations like this, before a church comes in, the title problems are fixed. You know, it -- it is: Okay. You're going to join us. Here's the deal. The property has to be deeded to the national organization.

I know that other congregations, typically Baptist congregations, are extremely -- extremely independent. You -- you don't have that level of national control. But I think even you have to admit that -- Mr. Williams, that that's a problem for your client.

We would not even be here if an effort had been made at the get-go to do it right -- to do it right the first time. And now we're stuck with property law.

And I understand what the Book of Discipline requires. And I understand that that may have been what the parties -- for a period of time, that may have been the -- the operational framework that they were working under. Problem comes when people decide to part ways.

MR. WILLIAMS: Well, respectfully, Judge, when you -- when you part ways, you have to -- when you join an association, when you join a group, there are rules within the group. And you just can't leave the group and take

property with it.

But in -- in any event, Judge, I would still say that ---

THE COURT: I -- I don't disagree. But I ---

MR. WILLIAMS: Yes.

THE COURT: --- I'm -- I'm -- I think my ruling is pretty plain that one parcel of property never made it into the national organization ---

MR. WILLIAMS: The ---

THE COURT: --- based upon South Carolina property law, period.

MR. WILLIAMS: And -- and I would say this, Judge: But even with that 4.5 acres, the property was left to the trustees of Rockford A.M.E. Church, so not to the trustees of Rockford Church. So that -- it -- that -- what the Court has done, the Court has really created a deed for the trustees of Rockford Church. There is no deed. The -- the -- the deed that the Court considered was the deed for the special referee's order, where the property is left to the trustees of Rockford A.M.E. Church.

So the Court can't then come and say, "Well, even though that deed is left to the trustees of Rockford A.M.E. Church, I'm going to give it to the trustees of Rockford Church. That is a -- that -- I think that is a -- a problem in the Court's analysis also, Judge.

Even if you don't find that the property is left in -- in trust to the -- to the denomination, the property cannot go to the trustees of Rockford Church, when the deed specifically says -- as the Court said, specifically says trustees of Rockford A.M.E. Church. And that's the special referee's order.

THE COURT: All right. Before we move on to the second motion, you want to address that while we're on it?

MR. WATSON: Yeah. Let him address what he wants to about the second motion. Yeah.

THE COURT: Oh, okay. Go ahead, then, Mr. Williams.

MR. WILLIAMS: Okay. Thank you. But any -- anyway, that -- that's our argument concerning that, Judge. It -- it -- there is no deed that leaves this property to the trustees of Rockford Church, nowhere in the chain of title. There was 1 acre that was left to Rockford Church. All the other properties were left to the trustees of Rockford A.M.E. Church, including the special referee's order that cleaned up all of the -- all of that mess.

And that's what they attempted to do at that one. They didn't do it correctly. They still didn't do that particular deed correctly. But the special referee's order, which is the one that I think the Court is considering, says Rockford A.M.E. Church, not Rockford Church.

And also, moving to my -- make sure I hit everything ---

THE COURT: Depositions pending appeal?

MR. WILLIAMS: Yeah, that -- that one also. And also, on the -- on the -- regarding the depositions pending appeal, I saw the cases that Mr. Watson has. And -- and -- and the -- those are great cases. But I think those cases are no longer good law, Judge. We've Shepardized those cases.

And in any event, Your Honor, in the -- the deposition -- the 27(b) motion or the 27 motion is designed to prevent an injustice. And we provided bank deposit -- checks where the defendants have taken money out of -- at Rockford A.M.E. account and placed them into Rockford Church account.

So we would ask the Court -- we -- we don't necessarily need to do the defendants. But definitely, we would like to take the depositions of -- of the -- of the -- of the representatives from First Citizens and ---

(Whereupon, Mr. Williams conferred with his client.)

MR. WILLIAMS: --- Abbeville Savings and Loan. And this is just a motion to -- to prevent an injustice.

So we -- we respectfully ask the consort -- the Court to consider allowing us to take depositions of that impending -- and, you know, we -- we don't have to come

back before this Court, but definitely like to use it on appeal, respectfully, Judge.

MR. WATSON: Please the Court: One thing that my friend, Mr. Randall Williams, is -- fails to -- to mention to the Court -- and I think it's in the record down in McCormick -- the A.M.E. Church tried to do exactly what the Presbyterian Church did. And that is that they have a special holding company to hold real estate. And this company is out of Philadelphia.

And they've had ministers in the past at this church -- and, it is my understanding, at small country churches -- trying to get them to convey their property rights to this holding company, which the Presbyterian Church instigated to avoid all of these issues concerning the division of property. And nobody would ever do it.

Now, I don't know why Mr. Pratt and some of his people filed that suit down at McCormick County to try to clear up some property, other than the fact that it might've been trying to clear it up to prove that they could hold adverse possession against a county, which you and I know that's not the law.

So I have discounted all of that case from the very beginning. I don't -- I think it was a waste of money. And I don't know why they did it. It certainly didn't give them any title, because it wasn't done right to start with.

Now, the second thing is, when you have a consideration -- the standard for a -- a -- viewing a case where you're asking the Court to reconsider it, it -- it is two basic reasons, my understanding. And we have filed a very complete and comprehensive reply to both of his motions.

The first one is that -- when the moving party demonstrates that the Court's misunderstood or failed to fully consider or address an issue that was presented to the Court. The Court -- this order presented every issue that was presented to the Court. What they are trying to do is enlarge the record. And the record was complete when you heard all of the issues in -- in McCormick County.

Mr. Randall Williams -- where -- filed a number of motions down there, where he said that he wanted to take more discovery. That -- that motion was set before Judge Cottingham; he couldn't hear it. And I told Randall we wasn't going to by there, and he took the depositions. He took the motion. We got it all.

And you -- your order says, which I think is very clear, that you had an abundant supply of information to file this order. And I -- I think that -- I don't know who all drew the order, but I'm sure it came out of your office. But I thought it was a very comprehensive and a very well-written order. And I -- and I have told my

client that it's going to be hard for anybody to overthrow it.

Now, it's kind of like a -- a old judge told me one time. He feels like he's done a good job when neither side are completely satisfied. And I think that's basically it here.

THE COURT: And ---

MR. WATSON: Because they have spent money on another piece of property down there, which it was their money they was going to spend, which the Court says probably belongs to the A.M.E. Church.

But the second deal is that an issue raised by the party but not ruled on the Court so as to -- the -- to -- to preserve the issue for appellate. This case needs to be ended, motions be -- both motions be denied, and that you -- if anybody wants to appeal it or both sides want to appeal it, they can appeal it to the Court of Appeals and get it down the road.

All of these issues, Judge, that he's trying to do now were not put into the record when you heard the case. And you can't -- it's pretty elementary, I think. Now, maybe I'm not as astute as my friend here. But I don't think you can rule on issues that were not in the record at the time you issued the order. And if he has other issues he wanted to put into the record at that time, he could have -- maybe

have made a motion to ---

THE COURT: All right.

MR. WATSON: --- allow him to do so.

We have filed a very comprehensive reply to both motions. On this rule -- on this motion to take depositions, when I looked at it, I said, "That's just a delaying thing," because we had 30 days to file a reply to it, if we wanted to reply to it. And I wanted to get the reply back in and get the information back in before you heard the case today, because I didn't want to come back over here 30 days later to hear a motion on this particular event.

And we would ask the Court to go ahead and rule and deny both motions in this case. If anybody wants to appeal it, which I'll be -- both sides may end up appealing it, but pass it on down the road and get some answers on -- on the case.

But the A.M.E. Church did exactly what the Presbyterian Church did when they came up with a holding company out of Pennsylvania and wanted the property conveyed to that holding company. And they didn't do it. And these small churches didn't do it.

There's cases over this -- over this state now that, which I presented to -- some of them to you when you heard this case, in which that was never done. And it was not

done in this case. And therefore, I think your order is basically correct on all issues. And we would ask you to dismiss this motion.

THE COURT: All right.

MR. WILLIAMS: May I reply, Judge?

THE COURT: Sure. Let me ask Mr. Watson one quick question, though. With regard -- and -- and, gentlemen, I'm sorry, but I thought I had a copy of the order in front of me. And regarding Mr. ---

MR. WILLIAMS: I have ---

THE COURT: --- I -- I ---

MR. WILLIAMS: --- a copy, Judge.

THE COURT: --- I don't. If you've got a copy of it, let me take a look at it, because I -- I thought it was in this stack of stuff that I've been saving. Thanks.

MR. WILLIAMS: So the ---

THE COURT: Let me look at this real quick, and then I got a question for ---

MR. WILLIAMS: Don't ---

THE COURT: --- Mr. Watson.

MR. WILLIAMS: --- don't hold the smiley faces against ---

THE COURT: Yeah.

MR. WILLIAMS: --- me, Judge.

THE COURT: I understand. Mr. Watson, the order -- I

order ---

MR. WATSON: I don't see ---

MR. WILLIAMS: --- according to ---

MR. WATSON: --- where he's coming from myself. You said "to the Rockford Church." You didn't say "the A.M.E. Church" ---

MR. WILLIAMS: But the ---

MR. WATSON: --- before ---

MR. WILLIAMS: --- special referee said "the Rockford A.M.E. Church."

MR. WATSON: That ---

MR. WILLIAMS: That's the key, Judge.

MR. WATSON: That suit ---

MR. WILLIAMS: If you ---

MR. WATSON: --- down ---

MR. WILLIAMS: --- go -- if ---

MR. WATSON: --- there is about as useless as me filing a lawsuit against the preacher over here for defamation of character. That suit is not even close to being right filed to start with.

THE COURT: All right.

MR. WATSON: Reason I didn't get it -- it was filed as something to show adverse possession against a county. You can't ---

MR. WILLIAMS: Well ---

MR. WATSON: --- show adverse possession against a county or a state or a ---

MR. WILLIAMS: And -- I'm sorry.

MR. WATSON: --- an entity.

MR. WILLIAMS: And ---

THE COURT: All right.

MR. WILLIAMS: --- and let me say this, Judge: Also, the -- there was -- the special referee's order was not done because of -- of -- well, the special referee's order was done because the deed -- the 4-point-acre deed was destroyed. The church was then left in a position with no deed.

MR. WATSON: That's right.

MR. WILLIAMS: Rockford A.M.E. ---

MR. WATSON: They're trying ---

MR. WILLIAMS: --- Church ---

MR. WATSON: --- to claim it by adverse possession.

MR. WILLIAMS: The -- they were then left in a -- the -- because the deed was destroyed regarding the 4.4 acres, the church then did not have a deed with title with rights to the property. So they got the special referee, and the special referee ruled the trustees of Rockford A.M.E. Church, not the trustees of Rockford Church.

In any event, Judge, the trust -- they -- these parties use those names interchangeably. But if the judge

is going to go by the -- the -- by the -- by the deed, the deed says "trustees of Rockford A.M.E. Church" and not "trustees of Rockford Church" ---

THE COURT: All right.

MR. WILLIAMS: --- respectfully.

THE COURT: Well, I -- I'll -- I'll double-check my notes and try and figure out exactly if I got it right the first time or if I need to change that. But I'm inclined to stick with the previous order, Mr. Williams, as far as the substance is concerned. If I need to tweak the names, that's fine.

But as far as the 4.5 tract, my ruling stands: It was not properly conveyed into the national organization or the trusts operated by that organization.

MR. WILLIAMS: What -- for ---

THE COURT: On the -- on the question of the depositions pending appeal -- and obviously, there are a number of these cases running through the courts in this state. And I'm sure that this will be another one that needs to go on up so that we can have some definitive answer for the benefit of everybody.

But I'm -- I'm still fuzzy on exactly what it is that you feel like you need to explore while the appeal's going on. Because if I'm incorrect and the order gets reversed, certainly, at that point in time, you would -- you know,

we're back to square one and -- and -- and you can go at it at that point.

MR. WILLIAMS: All right. I understand, Judge. But I -- respectfully, Judge, you know, I -- I think if the Court is following the special -- the deed from the special referee, I think you -- you know, if it's left to the trustees of Rockford A.M.E., we're not arguing that -- that -- of -- of course, we -- we believe that the Book of Discipline is a trust. But we're also saying -- regardless of that, we're saying that if you're going to go by the deeds, then the deed says "trustees of Rockford A.M.E. Church," which the defendants are not.

THE COURT: All right.

MR. WILLIAMS: And in any event, Judge ---

THE COURT: I don't know who the trustees are. That's not my ---

MR. WILLIAMS: Well, see, the -- exactly, Judge, that's my point. So you can't ---

MR. WATSON: Hey ---

MR. WILLIAMS: --- name these defendants. You can only name trustees of Rockford A.M.E. Church.

MR. WATSON: There was ---

MR. WILLIAMS: So that's right. The Court does not have jurisdiction ---

MR. WATSON: There was ---

MR. WILLIAMS: --- to name ---

MR. WATSON: --- one ---

MR. WILLIAMS: --- who they ---

MR. WATSON: --- deed ---

MR. WILLIAMS: --- are.

MR. WATSON: --- down there that said Rockford A.M.E. Church was incorporated.

THE COURT: All right.

MR. WATSON: And there's no incorporated -- it's never been an incorporation of this church.

MR. WILLIAMS: I -- I ---

MR. WATSON: So those ---

MR. WILLIAMS: --- would agree ---

MR. WATSON: --- deeds ---

MR. WILLIAMS: --- with that.

MR. WATSON: --- and I don't know why they did them, what they tried to do, but they were basically wrong on their face.

THE COURT: All right. My -- my point, in trying to lay out Mr. Banks' relationship with respect to the church, you know, I -- the -- your client, Mr. Williams, is the one that instituted this action. I wanted to try and identify what capacity they were being sued in. That's why I used -- I think I qualified my statement apparent -- they appear to be or purported or something. I forget how I did it,

but it's in a footnote somewhere in the order.

Yeah. "The named defendants" -- it's Footnote 1 -- "named defendants appear to be trustees or officers of Rockford Church." It's not a definitive ruling; the record should be clear on that. But clearly, they have standing to be sued in this case, since ---

MR. WILLIAMS: Yes.

THE COURT: --- your client brought the action and they have ---

MR. WILLIAMS: Yes.

THE COURT: --- the right to -- to maintain the argument. So it's almost a standing sort of a finding that I felt like I needed to make.

Thank you very much, gentlemen.

MR. WILLIAMS: So have you ruled, Judge? Are you going to take -- how have you ---

THE COURT: I will ---

MR. WILLIAMS: You going to rule or let ---

THE COURT: I -- I ---

MR. WILLIAMS: --- us know?

THE COURT: --- I want to look again back at my notes, because I -- I've got, somewhere in my notes from May, a title breakdown that shows what went where, how it went.

MR. WILLIAMS: Yes, sir.

THE COURT: That was something that we did. I

remember doing that and working with my clerk on that and trying -- I want to try and make sure that this is correct. That's where we are.

MR. WILLIAMS: Thank you for your time, Judge.

THE COURT: Thank you.

(Whereupon, the proceeding was concluded at 11:11 a.m.)

--- END OF TRANSCRIPT OF RECORD ---

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM MCCORMICK COUNTY
Court of Common Pleas

Frank R. Addy, Jr., Circuit Court Judge

Case No. 2013-002236

Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal (A.M.E.) Church.....Appellant-Respondent,

v.

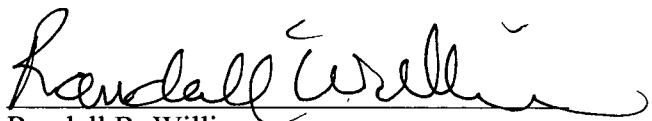
Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison .....Respondents-Appellants

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CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the **Record On Appeal** contains all material proposed to be included by any of the parties and not any other material.

June 25, 2014



Randall R. Williams
Post Office Box 3461
Greenwood, South Carolina 29646
(864) 227-9156
Attorney for Appellant-Respondent

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM MCCORMICK COUNTY
Court of Common Pleas

Frank R. Addy, Jr., Circuit Court Judge

Case No. 2013-002236

RECEIVED
JUN 27 2014
SC Court of Appeals

Samuel L. McPherson, as Presiding Elder of the Abbeville-Greenwood District of the African Methodist Episcopal (A.M.E.) Church.....Appellant-Respondent,

v.

Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison .....Respondents-Appellants

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PROOF OF SERVICE

I certify that I have served the **Record on Appeal** and **Certification of Counsel** on Henry Banks, Mary Robinson, Delois Phillips, Naomi Mattison, and Frank Mattison by U.S. Postal Service on June 25, 2014, addressed to their attorney of record, Marvin Watson at 333 Main Street, P.O. Box 799, Greenwood, South Carolina, 29648.

June 25, 2014

Randall R. Williams
Post Office Box 3461
Greenwood, South Carolina 29646
(864) 227-9156
Attorney for Appellant-Respondent