

# Clarity for the Trust Clause

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The purpose of this opinion/order/treatise is to set forth the official position of the Church of God in Christ with respect to the powers and duties of the ecclesiastical jurisdictional bishop, pursuant to the Church of God in Christ, Official Manual, Part II, Article IV, Section A, paragraphs 2-5, page 18; and to clarify by bringing much needed harmony to Part II, Article III, Section D, paragraph 9 (the trust clause) page 16.

The ecclesiastical structure of the Church of God in Christ is composed of the General Assembly, General Board, Board of Bishops, General Council, Women's Department, Jurisdictional Assemblies and Local Churches. Jurisdictional bishops are also herein referred to as ecclesiastical jurisdictional bishops and ecclesiastical bishops. Jurisdictional bishops derive their powers and duties by and through the ecclesiastical structure of the church, since the General Assembly, General Board, Board of Bishops and jurisdictional assemblies are key components of the ecclesiastical structure. Jurisdictional bishops are members of and preside over their respective jurisdictional assemblies. Ecclesiastical bishops are appointed and removed by the Presiding Bishop with the approval of the General Board. Their respective powers and duties are as follows: (1) the right to appoint and ordain elders, (2) be the representative of the Church of God in Christ in respect to all church matters in his ecclesiastical jurisdiction and have general supervision over all departments and churches in his jurisdiction (3) preside over the jurisdictional assembly, fix and determine the time and place of its meeting, (4) the right to appoint and/or remove district superintendents, departmental heads and all other state officials. All of the foregoing express powers and duties are contextually ecclesiastical in nature; nothing in the ecclesiastical bishops' powers and duties extends to or crosses over into the civil structure of the church. As a representative of the ecclesiastical structure of the church, a bishop must act and operate within his mandated scope of authority. Civil matters are beyond the ecclesiastical jurisdictional bishops' scope of authority.

The Church has a civil structure comprised of the corporation Church of God in Christ, Inc., with designated civil officers. The designated civil officers are the President, First Vice President, Second Vice President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer and such other officers as the corporation shall establish. The President shall sign all certificates, contracts, deeds and other instruments of the corporation, Church of God in Christ, Official Manual, Article III, Part 1 (A), pgs. 2-3. It is clear that corporate civil officers particularly the President, have exclusive plenary authority to conduct the affairs of the corporation.

The initiation of litigation in the name of the Church of God in Christ, Inc. is a civil matter, not ecclesiastical. Petitions and complaints are legal instruments filed in civil courts. Instruments naming or invoking the name of the corporation (civil structure) Church of God in Christ, Inc., shall be signed by the President of the corporation; at the very least his written approval must be evident, to do otherwise is in error. Ecclesiastical jurisdictional bishops are members of the ecclesiastical church structure and do not have the authority to act as an officer of the civil

structure, the corporation; any attempt to do so encroaches upon the exclusive power given to the President and civil officers and is an unlawful encroachment.

In conclusion, for the foregoing reasons pursuant to the Church of God in Christ, Official Manual ecclesiastical jurisdictional bishops shall not, do not have the authority to initiate or amend litigation invoking the name of the Church of God in Christ, Inc. The power to initiate or amend litigation naming the Church of God in Christ, Inc. as a party plaintiff rest solely within the express power of the President of the civil structure, the corporation Church of God in Christ, Inc.

Church of God in Christ, Official Manual, Part II, Article III, Section D, (caption local churches), paragraph 9, page 16 reads as follows:

“Real estate or other property maybe **acquired** by purchase, gift, devise or otherwise by **local churches**. Where real or personal property is **acquired** by deed, the instrument of conveyance shall contain the following clause to wit:

Above bold face added. The following language should be a harmonious amplification, restatement of the foregoing language in paragraph 9.

“The said property is held in trust for the use and benefit of the members of the Church of God in Christ with national Headquarters in the city of Memphis, Shelby County, Tennessee, and subject to the Charter, Constitution, Laws and Doctrines of said Church, now in full force and effect or as they maybe hereafter amended, changed or modified by the General Assembly of said Church”

The local church is an integral foundational component of the ecclesiastical structure of the church. When a local church acquires real property by deed, the deed is to contain the trust clause. The purpose of the trust clause is designed, must be designed to protect local church members from theft or the thwarting of their use and benefit of their acquired local real property.

Local churches, local church members have historically given from their earnings, savings, taken out personal loans and gifted the money to the local church, expended their physical labor, sold dinners and washed cars. These members historically conducted themselves in such a manner, so that they could acquire real property and a structure to gather together and worship. Local church members often acquired real property without any financial assistance, from any other component of the ecclesiastical or civil structure of the church. These members believed that the real property and structure would be for the use and benefit of the local church members, so they sacrificed and worked hard.

The framers of paragraph 9, themselves as pastors and elders likely knew of and probably participated in giving from their earnings, savings, the taking out of personal loans and gifting the money to the local church, for the sole purpose of constructing or buying real property with the intent to worship. The framers sought to ensure that local church members would not be divested of their use and benefit of the real property they acquired. The framers knew that justice delights our Father.

Undoubtedly, the framers were aware of the biblical truth that it is a curse to build a house and not dwell therein *Deut. 28:30*. Also, the framers undoubtedly knew that Christ has redeemed us from the curse *Gal.3:13*. The framers sought to harmonize paragraph 9 with the scriptures. It is just for those acquiring real property to hold it in trust for the use and benefit for the local church members, who together sowed into the construction and/or purchase of the real property; thus the framers used the word **acquired** twice in the first part of paragraph 9. This interpretation of the trust clause brings complete harmony to the reading of paragraph 9 and brings paragraph 9 into harmony with the scriptures; any other interpretation establishes and propagates chaos and havoc throughout the church. The just and proper interpretation of the trust clause is the said property is held in trust for the use and benefit of the local church members of the Church of God in Christ, with headquarters in the city of Memphis, Shelby County, Tennessee.

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