

1024-6 United Methodist Women, d/b/a United Women in Faith ("UWFaith") respectfully requests the Judicial Council to issue a declaratory decision on the meaning, application, and effect of ¶¶ 2512 and 2501 of *The book of Discipline* of The United Methodist Church ("*Discipline*") in Relation to a Claim of Property Ownership by the Liberia Annual Conference of The United Methodist Church

BEFORE THE JUDICIAL COUNCIL OF THE UNITED METHODIST CHURCH

ON THE MATTER OF THE REQUEST FOR A DECLARATORY)
DECISION ON THE APPLICATION AND EFFECT OF ¶¶ 2512 and)
2501 OF THE BOOK OF DISCIPLINE 2016 IN RELATION TO A)
CLAIM OF PROPERTY OWNERSHIP BY THE LIBERIA ANNUAL)
CONFERENCE)

PETITION REQUESTING DECLARATORY DECISION

United Methodist Women, d/b/a United Women in Faith (“UWFaith”) respectfully requests the Judicial Council to issue a declaratory decision on the meaning, application and effect of ¶¶ 2512 and 2501 of *The Book of Discipline* of The United Methodist Church 2016 (“*Discipline*”) in relation to a claim of property ownership by the Liberia Annual Conference of The United Methodist Church.

Jurisdiction

The Judicial Council has jurisdiction pursuant to ¶ 2610.1, which gives the Judicial Council jurisdiction to determine the meaning, application or effect of the *Discipline*.

Standing

UWFaith has standing to request a declaratory decision pursuant to ¶ 2610.2(c). UWFaith voted to request this declaratory decision on June 13, 2024. A copy of the resolution of the UWFaith Board of Directors authorizing this petition, certified by the UWFaith Corporate Secretary, is attached hereto as Exhibit “A.”

Background

UWFaith is a missional agency of The United Methodist Church whose primary purpose is to “support ministry with and advocate for the oppressed and dispossessed with special attention to the needs of women, children and youth. ¶ 1902. The national office of UWFaith was incorporated as a New

York Not-for-Profit Corporation in 1942 under the name, “The Woman’s Division of Christian Service of the Board of Missions and Church Extension of The Methodist Church” (“WDCS”). The original purpose of WDCS was to carry out the missionary work of The Methodist Church among women and children, at home and abroad. Following a series of name changes, WDCS is now known as United Methodist Women, doing business as United Women in Faith (“UWFaith”). The purpose and responsibilities of UWFaith are outlined in ¶¶ 1902 and 1903 of the *Discipline*.

WDCS was responsible for the establishment of missionary projects all over the world, focusing in part on creating and supporting opportunities for the education of young women and girls. In the 1940s, WDCS undertook such work in Liberia. In 1946, WDCS determined to establish a hostel for girls attending the College of West Africa (“CWA”), in Monrovia, Liberia. CWA was established in 1839 as the Monrovia Seminary by a missionary, Melville B. Cox, who was sent by the Methodist Episcopal Missionary Society. CWA received ongoing support from the Division of Foreign Missions of the Methodist Episcopal Church. It had been reported to WDCS that girls attending CWA from various parts of the country needed a convenient and safe place to live while pursuing their studies. At that time, CWA taught students from seventh grade through high school. WDCS also determined to establish a residence to house Methodist missionaries deployed to Liberia.

In 1949, WDCS purchased property in Monrovia, Liberia to carry out these goals. Likely because its headquarters were in New York at considerable distance from Liberia, WDCS coordinated the purchase of this property with the help of Bishop Willis J. King, who was the bishop assigned locally within The Methodist Church in Liberia. Bishop King was able to identify and procure several parcels of property on WDCS’s behalf, and worked in coordination with Rev. Frank Argelander, who was then president of the College of West Africa in Monrovia, Liberia. Rev. Argelander was an American missionary of The Methodist Church who served in various stations over the course of his lifetime.

One of the parcels purchased by WDCS was beachfront property along 12th Street in Sinkor, Monrovia for \$1,600 from Alford C. Russ and Wife (“Property”). A copy of the deed dated March 10,

1949 is attached as Exhibit "B." The Property was granted to "Woman's Division of Christian Service of the Board of Missions and Church Extension of the Methodist Church, represented by Bishop Willis J. King and Reverend Frank Argelander, Treasurer, their successors and assigns, to their use and behoof forever." WDCS also purchased several nearby parcels on the other side of Tubman Boulevard between 12th and 14th Streets, also in Sinkor, Monrovia.

WDCS raised funds for the construction of the buildings on the Property through its Week of Prayer offering. WDCS completed construction of the Girls' Hostel on the Tubman Boulevard property between 12th and 13th Streets, and the missionary housing on the beachfront Property over the course of the 1950s.

Today there are a total of five (5) buildings on the beachfront Property, which are currently occupied by missionaries assigned and deployed by the General Board of Global Ministries of The United Methodist Church (Inc.) ("GBGM"), pursuant to a Memorandum of Understanding dated September 28, 2021 between GBGM and United Methodist Women ("UMW"). A copy of this MOU is attached as Exhibit "C."

Liberia Annual Conference

On April 26, 2024, the Liberia Annual Conference of The United Methodist Church ("LAC") filed a Petition for Declaratory Judgment in the Sixth Judicial Circuit Court of Montserrado County, Liberia, ("Petition") requesting, inter alia, that the Court issue an order declaring that the beachfront Property belongs to the LAC. A copy of this Petition is attached as Exhibit "D."

The LAC has desired the Property owned by UWFaith for many years, and has expressed a desire to develop the Property to generate income for its own purposes.

By letter dated July 19, 2016, Bishop John G. Innis of the LAC wrote to Roland Fernandes, then Treasurer of GBGM, requesting the transfer of the Property to the LAC. By letter dated October 20, 2017, Martha Knight, then Treasurer of UMW, communicated that UMW was not interested in transferring the

property to the LAC, as its then current use was consistent with mission purposes of the organization, namely, the advancement of the interests of women, children and youth.

By letter dated May 10, 2020 addressed to the General Secretary of GBGM, Thomas G. Kemper, and emailed on May 13, 2020, Bishop Samuel J. Quire, Jr. of the LAC proposed to develop the property owned by UWFaith “for income generating purposes,” and “for investment purposes in keeping with the Annual Conference’s Strategic Plan.” In a reply email dated May 15, 2020, the GBGM General Secretary wrote to Bishop Quire that the Property has been very important to GBGM “as it has hosted the Global Ministries missionaries for a very long time. Global Ministries has also invested in the upkeep of the property and just in the past year we spent 70.000 US\$ on the compound wall. So it is good to be informed about your plans and your concerns and suggestions for the missionary housing. As we had said when we discussed the Sinkor development before *we do not own the property but it belongs to the United Methodist Women*. I have therefore copied my colleague General Secretary Harriett also [sic] who would [sic] be the right person to be in touch regarding the ownership and possible development plans.” Emphasis added.

Over the last several years, UWFaith staff and its attorneys have engaged in back-and-forth discussions and correspondence with the LAC seeking to come to a mutual understanding regarding ownership and use of the Property.

On December 7, 2023, the Chancellor of the Board of Trustees, Powo Hilton, wrote to notify GBGM that a Real Property Lease and Development Agreement (“Agreement”) had been signed with a real estate developer, with demolition and construction to begin January 2024. According to the Agreement, a copy of which is attached as Exhibit “E,” the developer intends to demolish the existing missionary housing, and to construct in its place a building for commercial and office use, and a hotel and resort.

In support of this action, in a December 11, 2023 email to all parties, Chancellor Hilton cited ¶ 2501 of the *Discipline*, stating “all properties of United Methodist local churches and other United Methodist agencies and institutions are held, *in trust*, for the benefit of the entire denomination, and ownership and usage of church property is subject to the *Discipline*,” concluding that the “Board of Trustees of the LAC/UMC, vested with the management/administration of all the church’s properties did not err by negotiating, concluding and leasing the 12th Street beachside property for investment purpose, all for the benefit of the annual conference.” See Exhibit “F.” In support of this action, the LAC claims that the property is held “in trust and managed by the Board of Trustees of the LAC/UMC, with income generated therefrom used for the work of the Church in Liberia.”

UWFaith has protested this proposal in correspondence and virtual meetings with the Board of Trustees of the LAC. UWFaith’s position is that the LAC’s proposal is not consistent with the purposes for which the Property was acquired, and the LAC has failed to demonstrate a commitment to support the interests of women, children and youth in Liberia.

Analysis

¶ 2501.1 of the *Discipline* provides that “[a]ll properties of United Methodist local churches and other United Methodist agencies and institutions are held, *in trust*, for the benefit of the entire denomination, and ownership and usage of church property is subject to the *Discipline*.” The intent and effect of this clause is that United Methodist property will continue to be used for the purposes of The United Methodist Church. The inclusion of the trust clause, whether expressed or implied, is “a fundamental expression of United Methodism whereby local churches and other agencies and institutions within the denomination are both held accountable to and benefit from their connection with the entire worldwide Church.” ¶ 2501.1. Given the connectional nature of The United Methodist denomination, title to property is not held by The United Methodist Church, but by the units that comprise the whole, including the agencies of the denomination. ¶ 2501.1. Acts like those of the LAC in attempting to

appropriate property from another organization within the Church are the very same concerns that motivated John Wesley to design the Trust Clause.¹

In support of its Petition (see, Exhibit D), LAC cites ¶ 2512.4, which states: “The board may intervene and take all necessary legal steps to safeguard and protect the interests and rights of the annual conference anywhere and in all matters relating to property and rights to property whether arising by gift, devise, or otherwise, or where held in trust or established for the benefit of the annual conference or its membership.” However, the LAC falls short of demonstrating how the Property was gifted, devised, bequeathed, or conveyed to it. Moreover, the LAC refuses to acknowledge that UWFaith, an organization formerly known as WDCS (see, ¶ 1905) is independent (see, ¶ 1901), is authorized to own property in its own right (see ¶ 1904), and despite being a foreign entity, is qualified to own property in Liberia pursuant to Article 22c of the Constitution of the Republic of Liberia.²

The LAC also cites ¶ 2512.3(c), which provides: “Except as restricted in § 3b, the board shall have the power to invest, reinvest, buy, sell, transfer and convey any and all funds and properties that it may hold in trust, *subject always to the terms of the legacy, devise, or donation.*” Emphasis added. The *Discipline* could have stopped short of including the last clause in this paragraph; but instead, it recites the proviso which unequivocally subjects such power of the board “to the terms of the legacy, devise, or donation.” So even assuming *arguendo* that the LAC holds the Property in trust (which UWFaith maintains LAC does not), if we consider this clause in the context of the Deed from Alford Russ and Wife to WDCS, it would follow that the Grantors intended to convey the Property for the benefit of WDCS, which is specifically named as Grantee and merely represented by the Bishop and Treasurer of

¹ What is the United Methodist Trust Clause? <https://www.umc.org/en/content/ask-the-umc-what-is-the-united-methodist-trust-clause>.

² Article 22.c of Liberia’s Constitution provides as follows:

c. Non-citizen missionary, educational and other benevolent institutions shall have the right to own property, as long as that property is used for the purposes for which acquired; property no longer so used shall escheat to the Republic.

The Methodist Church at that time; otherwise, there would have been no reason to name WDCS in the Deed at all.

Although ¶ 2512 does authorize the board of trustees of an annual conference to hold properties of the annual conference and its agencies in trust for the annual conference, ¶ 2512.3b states that the “provisions of this subsection shall not apply to educational or health and welfare institutions whose properties are held in their own name or in the name of their own duly elected boards of trustees or directors...”

UWFaith asserts that it purchased the Property in its own name and that the assistance and transactional representation of the local bishop at the time of acquisition does not justify a taking of UWFaith’s property by the LAC. UWFaith has authority to buy and sell property, per ¶ 1904, and is authorized under local law in Liberia to own property,³ which has been and must continue to be used in a manner consistent with its mission objectives.

Furthermore, UWFaith points to ¶ 546.4 which provides as follows:

A central conference or any of its incorporated organizations shall not involve the General Board of Global Ministries or any organization of the Church in any financial obligation without the official approval of said board or organization. All invested funds, fiduciary trusts, or property belonging to an annual conference, a provisional annual conference, a missionary conference, or a mission, or any of its institutions, acquired by bequest, donation, or otherwise and designated for a specific use, shall be applied to the purpose for which they were designated. They shall not be diverted to any other purpose, except by the consent of the conference or mission involved and with the approval of the central conference concerned and civil court action when necessary.

It is acknowledged that the actions of the LAC are not those of its associated central conference, namely, the West Africa Central Conference. However, this section of *Discipline* demonstrates an intent to provide measures of protection for property held by missionary organizations overseas and an effort to ensure that such property is used for the purposes for which it was acquired. The actions of the LAC are in direct contravention of the spirit of this paragraph.

³ Ibid.

¶ 2506 provides that in “the event of conflict between the *Discipline* and local laws, the local laws prevail; however, this requirement shall not be construed to give consent of The United Methodist Church to deprivation of its property without due process of law or to the regulation of its affairs by state statute where such regulation ... violates the right of the Church to maintain its connectional structure.” Should the LAC succeed in its efforts, the community presently served by the missionaries on the Property, and The United Methodist Church as a whole, will be deprived of a valuable missional resource.

Petitioner does not request that the Judicial Council interpret or apply the local laws of Liberia nor adjudicate a property dispute. However, insofar as the LAC has cited the *Discipline* as authority for its expropriation of property owned by UWFaith, Petitioner requests the Judicial Council to address the validity of the arguments raised by the LAC that rely on the *Discipline*.

Requested Decision

WHEREFORE, UWFaith respectfully petitions the Judicial Council for a declaratory decision on the following question: Does the Liberia Annual Conference of The United Methodist Church have the authority to take, develop and lease property owned by UWFaith in Liberia for its own purposes, under ¶¶ 2512 and 2501 of *The Book of Discipline*?

Tamara Clark, Treasurer/CFO

United Methodist Women, d/b/a United Women in Faith

Interested Parties

List of names and addresses, including email, of interested parties:

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