

IN THE CIRCUIT COURT OF ALCORN COUNTY, MISSISSIPPI

FIRST PRESBYTERIAN CHURCH
OF CORINTH, MISSISSIPPI

PLAINTIFF

v.

CIVIL ACTION NO. CV07-053AA

PRESBYTERY OF SAINT ANDREW,
PRESBYTERIAN CHURCH U.S.A., INC.

DEFENDANT

ANSWER TO DEFENDANT'S COUNTERCLAIM

First Presbyterian Church of Corinth, Mississippi ("Corinth") answers the Presbytery of Saint Andrew, Presbyterian Church U.S.A., Inc.'s ("the Presbytery") Counterclaim as follows:

I. FIRST DEFENSE

The Counterclaim fails to state a claim upon which relief can be granted.

II. SECOND DEFENSE

Corinth adopts and incorporates by reference its Complaint filed against the Presbytery.

III. THIRD DEFENSE

Corinth responds to the allegations of the Counterclaim, paragraph by paragraph, as follows:

1. Corinth admits the allegations contained in Paragraph 1.
2. Corinth denies the allegations contained in Paragraph 2 as stated. Corinth was voluntarily associated with the UPCUSA and later the PCUS.

3. Corinth denies the allegations contained in Paragraph 3 to the extent they imply that being a "member" of the PCUSA constitutes a contractual or other type of legally binding relationship.

4. Corinth denies the allegations contained in Paragraph 4 as stated. First, Corinth is only bound by the provisions of the PCUSA Constitution to the extent, and for as long as, it agrees to be bound by them. Corinth never executed any document or otherwise agreed to be legally bound by the PCUSA Constitution. Second, although it is totally irrelevant to this lawsuit, the PCUSA is not hierarchal in structure.

8. [sic] Corinth denies the allegations contained in Paragraph 8 to the extent the Presbytery asserts that it has any legal authority over Corinth or any interest in Corinth's property.

9. [sic] Corinth admits the allegations contained in Paragraph 9.

10. [sic] Corinth denies the allegations contained in Paragraph 10. Corinth never executed any document or otherwise agreed to be legally bound by the PCUSA Constitution. Corinth is voluntarily associated with the PCUSA and is only bound by the provisions of the PCUSA Constitution to the extent, and for as long as, it agrees to be bound by them.

10. [sic] Corinth denies the allegations contained in Paragraph 10 to the extent that the Presbytery asserts that Corinth is legally bound by the PCUSA Constitution or that the Presbytery and/or the PCUSA has legal authority to determine ownership of Corinth's property.

11. [sic] Corinth denies the allegations contained in Paragraph 11. First, the deeds to Corinth's property do not, in any way, acknowledge that the property is held in trust for the Presbytery or the PCUSA. Second, the Amendment and Notice executed in 1961 simply recognized that the geographical territories of the PCUS (predecessor to the PCUSA)

presbyteries were changed. It was not a claim of ownership on local congregations' property. In fact, at the time the notice was filed, the PCUS did not even have a trust clause in its Constitution.

12. [sic] Corinth denies the allegations contained in Paragraph 12 to the extent the Presbytery asserts that: (a) the provisions of the PCUSA Constitution confer upon the Presbytery and/or the PCUSA a legal interest in Corinth's property; (b) that Corinth agreed to be legally bound by the provisions of the PCUSA Constitution; or (c) that the PCUSA is a "hierarchal" church.

13. [sic] Corinth admits that the PCUSA Constitution contains provisions for dismissing a church that wants to leave, but denies that the Presbytery or the PCUSA have the legal authority to prevent churches from leaving the denomination.

14. [sic] Corinth denies the allegations contained in Paragraph 14 as stated. First, Corinth attempted to work with the Presbytery towards dismissal from the PCUSA, but was forced to file the subject lawsuit when the Presbytery threatened legal action. Second, Corinth denies the allegations to the extent they assert that Corinth agreed to be legally bound by the PCUSA Constitution or that Corinth transferred any legal interest in its property to the Presbytery or the PCUSA. Third, the referenced e-mail and letter speak for themselves.

15. [sic] Corinth denies the allegations contained in Paragraph 15. These allegations completely misrepresent the law that the Mississippi Supreme Court has adopted regarding the "neutral principles" approach to resolving church property disputes. *See Church of God Pentecostal, Inc. v. Freewill Pentecostal Church of God*, 716 So. 2d 200 (Miss. 1998). Under this approach, the Court may resolve church property disputes by applying traditional concepts of state property trust law. *Id.* The organizational structure of the denomination is irrelevant and

the Court is to afford no deference to the denomination's ecclesiastical decisions regarding the property. *Id.* at 206.

16. [sic] Corinth denies the allegations contained in Paragraph 16 as stated.

17. [sic] Corinth admits that the "neutral principles" approach is a constitutionally valid method for resolving church property disputes. Corinth denies that the neutral principles approach involves identifying the organizational structure of a denomination, and denies that the analysis is completed when a hierarchal church constitution is determined to have an applicable provision.

18. [sic] Corinth admits that the PCUSA Constitution has provisions that purport to apply to this property dispute, but denies that the provisions are legally enforceable; denies that the Court should consider this property dispute a matter of church polity; and denies that this Court should give any deference to the PCUSA Constitution.

19. [sic] Corinth denies that the Presbytery is entitled to any relief. Specifically, Corinth denies that the determination of whether PCUSA is hierarchal is relevant to the litigation; denies that the PCUSA is hierarchal; denies that Corinth is legally bound by PCUSA Constitution; denies that the Court should give any deference to PCUSA governance relating to the property dispute; denies that this case should be dismissed or held in abeyance; and denies that the Presbytery or PCUSA has any legal interest in Corinth's property.

20. [sic] Corinth denies that the Presbytery is entitled to any relief; denies that Corinth needs the Presbytery's approval to hold its property; and denies that Corinth should be enjoined from exercising its property rights.

21. [sic] Corinth denies that the Presbytery is entitled to any relief.

To the extent Corinth has not affirmatively admitted an allegation contained in the Counterclaim, the allegation is denied. Corinth expressly reserves the right to amend and/or add additional defenses and affirmative defenses as discovery and investigation continues.

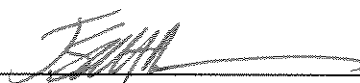
Corinth denies that the Presbytery is entitled to any relief whatsoever and requests that the Court dismiss its Counterclaim and assess all costs to the Presbytery.

THIS the 6th day of April, 2007.

Respectfully submitted,

FIRST PRESBYTERIAN CHURCH OF
CORINTH, MISSISSIPPI

By Its Attorneys,
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CERTIFICATE OF SERVICE

I certify that I have this day served a true and correct copy of the foregoing *Answer to Defendant's Counterclaim* by mailing same, via U.S. First Class Mail, postage prepaid, to the following:

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THIS the 6th day of April, 2007.



J. SCOTT NEWTON