

South Carolina Law Review

Volume 48
Issue 1 *ANNUAL SURVEY OF SOUTH CAROLINA
LAW*

Article 5

Fall 1996

Constitutional Law

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Recommended Citation

Martin S. Driggers Jr., *Constitutional Law*, 48 S. C. L. Rev. 27 (1996).

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CONSTITUTIONAL LAW

MINISTER'S PENSION CONTRACT IS AN "ECCLESIASTICAL MATTER" NOT REVIEWABLE BY THE COURT

In *Pearson v. Church of God*¹ the South Carolina Court of Appeals faced a church-related contract dispute and held that the courts have no authority to construe secular terms appearing in a church's governing document.² Specifically, the case called for an interpretation of the terms "license" and "ministry" as they appeared in the *Minutes of the 62nd General Assembly of the Church of God (Minutes)*.³ The majority refused to look at the meaning of these terms because the dispute was essentially an "ecclesiastical matter"⁴ and, therefore, outside the constitutional authority of judicial process.⁵ Judge Connor, however, did not fully agree with the majority's disavowal of constitutional authority. That is, Judge Connor concurred with the majority result but argued for denial of the pension benefits based on "neutral principles of contract law," not deference to ecclesiastical sovereignty.⁶

Frank C. Pearson, a retired minister with the Church of God (Church), collected benefits under the Church's Aged Ministers' Pensioning Plan (Plan).⁷ Pearson's payments ceased when he confessed to a charge of adultery⁸ before the Church's State Trial Board.⁹ Upon finding a minister guilty of adultery, the Church's governing provisions require the revocation of the minister's "license."¹⁰ In turn, this revocation prompted the Church to terminate Pearson's pension payments. The Plan stated that "[a]ny aged

1. ___ S.C. ___, 458 S.E.2d 68 (Ct. App. 1995).

2. *Id.* at ___, 458 S.E.2d at 72.

3. *Id.* at ___, 458 S.E.2d at 70.

4. Such a matter is defined as "[o]ne that concerns doctrine, creed, or form of worship of the church, or the adoption and enforcement within a religious association of needful laws and regulations for the government of the membership, and the power of excluding from such associations those deemed unworthy of membership." BLACK'S LAW DICTIONARY 512 (6th ed. 1990).

5. *Pearson*, ___ S.C. at ___, 458 S.E.2d at 72.

6. *Id.* at ___, 458 S.E.2d at 73 (Connor, J., concurring).

7. *Id.* at ___, 458 S.E.2d at 69.

8. *Id.* at ___, 458 S.E.2d at 70. Pearson's act violated the Church's policy against sexual misconduct. *See id.* at ___, 458 S.E.2d at 69 (quoting *Minutes*, S60 *Disorderly Ministers*).

9. The Board consists of at least three ordained ministers appointed by the Church through the State Overseer. *Id.* at ___, 458 S.E.2d at 70.

10. *See Minutes*, S60 *Disorderly Ministers* ("The license of a minister must be revoked when found guilty of adultery or fornication." (emphasis added)), quoted in *Pearson*, ___ S.C. at ___, 458 S.E.2d at 69.

minister receiving benefit from the Aged Ministers' Fund whose ministry has been revoked shall cease to draw compensation from the fund."¹¹

At trial, the central dispute was over the terms "license" and "ministry" as these words were used in the Plan and as contained in the *Minutes*.¹² Pearson argued that the Plan was a legal contract.¹³ He further argued that the use of the terms "license" and "ministry" in the two provisions of the *Minutes* was ambiguous and created a jury question to be examined under traditional contract principles.¹⁴ In its defense, the Church asserted that the meaning of the two terms involved an ecclesiastical matter that only Church authority could resolve.¹⁵ The trial judge entered judgment on a jury verdict for Pearson.¹⁶

On appeal the Church argued the jury verdict should be reversed because the judicial courts lacked subject matter jurisdiction. Ultimately, the court of appeals agreed and reversed the jury's verdict.¹⁷ The court based its decision on a detailed analysis of both South Carolina constitutional and First Amendment jurisprudence.¹⁸ Primarily, however, the majority followed the general rule recognized by the United States Supreme Court in *Serbian Eastern Orthodox Diocese v. Milivojevich*.¹⁹ The court held that because the dispute involved an ecclesiastical matter the courts lacked jurisdiction under the church-state separation principles of both the United States and South Carolina Constitutions.²⁰ Under this holding, the terms "license" and "ministry," in the context of the Plan and the *Minutes*, constituted a religious controversy and should be defined in terms of the Church's authority.²¹

The court's refusal to accept jurisdiction of a church dispute involving an ecclesiastical matter is consistent with the constitutional standard recognized in both federal and South Carolina law. The federal standard is found in

11. *Pearson*, ___ S.C. at ___, 458 S.E.2d at 69 (quoting *Minutes*, S62 Retirement Plans, cl. I.A.19).

12. The trial judge noted: "That is what this case is about, what does revocation of a license mean, and if that is revocation, what does ministry mean." Record at 170.

13. *Pearson* ___ S.C. at ___, 458 S.E.2d at 69.

14. Final Brief of Respondent at 10-17.

15. *Pearson*, ___ S.C. at ___, 458 S.E.2d at 70; Final Brief of Appellant at 8-27. The Church argued alternatively that the terms of Plan were unambiguous and clear. Final Brief of Appellant at 28-45.

16. *Pearson*, ___ S.C. at ___, 458 S.E.2d at 69.

17. *Pearson*, ___ S.C. at ___, 458 S.E.2d at 69.

18. Judge Howard, author of the majority opinion, alluded to South Carolina's rich history of jurisprudential leadership. The Judge noted that the first federal case to address the issue, *Watson v. Jones*, 80 U.S. (13 Wall.) 679 (1872), relied on *Harmon v. Dreher*, 17 S.C. Eq. (Speers Eq.) 87 (1843). The logic of *Harmon* is alive today.

19. 426 U.S. 696 (1976).

20. *Pearson*, ___ S.C. at ___, 458 S.E.2d at 72.

21. *Id.* at ___, 458 S.E.2d at 72.

Serbian, which concerned a decision by the Serbian Eastern Orthodox Church to split one Diocese into three divisions and remove a bishop.²² The church's decision gave rise to a dispute between the church and the bishop over who held title to the church's property and who controlled the Diocese. The Court refused jurisdiction over the matter and reaffirmed the settled rule against judicial resolution of a religious controversy except in cases of fraud or collusion.²³ The Court also took the opportunity to strengthen the rule by eliminating a previously recognized exception for "arbitrariness" in church decisions. The Court held that "recognition of such an exception would undermine the general rule that religious controversies are not the proper subject of civil court inquiry, and that a civil court must accept the ecclesiastical decisions of church tribunals as it finds them."²⁴

The *Pearson* majority opinion traced similar language throughout South Carolina case law,²⁵ finding that courts have been extremely reluctant to become involved in any church dispute.²⁶ The reluctance of state courts to delve into church controversies evolved from the celebrated case of *State ex rel. Ottolengui v. Ancker*.²⁷ Over the last one hundred and fifty years South Carolina courts have embraced the following rule:

The civil courts will not enter into the consideration of church doctrine or church discipline To assume such jurisdiction would not only be an attempt by the civil courts to deal with matters of which they have no special knowledge, but it would be inconsistent with complete religious liberty untrammelled by state authority."²⁸

Under both federal and state constitutional analysis, the *Pearson* majority refused jurisdiction after finding the existence of a religious controversy.

22. *Serbian*, 426 U.S. at 703.

23. *Id.* at 713.

24. *Id.*

25. *See supra* note 18.

26. The majority cited *Hatcher v. South Carolina Dist. Council of Assemblies of God, Inc.*, 267 S.C. 107, 226 S.E.2d 253 (1976); *Bramlett v. Young*, 229 S.C. 519, 93 S.E.2d 873 (1956); *Turbeville v. Morris*, 203 S.C. 287, 26 S.E.2d 821 (1943); *Morris St. Baptist Church v. Dart*, 67 S.C. 338, 45 S.E. 753 (1903); *Wilson v. Presbyterian Church of John's Island*, 19 S.C. Eq. (2 Rich. Eq.) 192 (1846)). More recent cases like *Knotts v. Williams*, ___ S.C. ___, 462 S.E.2d 288 (1995) (holding that court lacked subject matter jurisdiction to dictate procedures for church to follow in terminating its pastor) evidence the continuation of reluctance.

27. 31 S.C. Eq. (2 Rich. Eq.) 245 (1846). In *Ancker* the South Carolina Supreme Court mocked the prospect of the court settling church disputes: "If the court can be called on to settle by its decision such disputes, it would be bound to require parties to conform to its standard of faith—a judicial standard for theological orthodoxy!" *Id.* at 274.

28. *Morris St. Baptist Church v. Dart*, 67 S.C. 338, 342, 45 S.E. 753, 754 (1903).

The majority further justified its deferral to the church by focusing on the nature of the minister-church relationship. The court noted that Pearson had subjected himself to the Church's authority by volunteering his services.²⁹ This characterization followed the reasoning used by the Supreme Court in *Gonzalez v. Roman Catholic Archbishop of Manila*.³⁰

In *Gonzalez* the Court held that a testamentary document could not impact upon the Roman Catholic Church's authority in determining the qualifications of a chaplain.³¹ The Court emphasized that ecclesiastical matters, such as the qualifications of a chaplain, were determined by church authority. Prior to any litigation, the parties involved had agreed "by contract or otherwise" to the church's decision.³²

Similarly, in *Pearson* the court held that "Pearson voluntarily joined [the Church] and became subject to its governance in all related matters."³³ That is, Pearson was subject to the Church's governing authority, and the court could not look past the Church's definitions of the disputed terms.³⁴

Unwilling to defer so completely to the Church, Judge Connor would have disposed of the case on the basis of contract law. Although Judge Connor agreed that the dispute was controlled by the rule formulated in *Serbian*, she felt Pearson's case could be factually distinguished from *Serbian*.³⁵ Judge Connor asserted that, under *Serbian*, judicial analysis of church disputes is unconstitutional only if "the controversy is 'quintessentially religious.'"³⁶ Further asserting that the "core of the [*Serbian*] controversy concerned matters of doctrine and faith,"³⁷ Judge Connor decided that the dispute in *Pearson* was "at its heart a civil dispute, requir[ing] the application of neutral principles of contract law, and very little inquiry into religious law."³⁸

It is the position of this author that the relationship between a church and its leaders—*e.g.*, ministers, priests, and rabbis—is fundamental to religious

29. *Pearson*, ___ S.C. at ___, 458 S.E.2d at 72.

30. 280 U.S. 1 (1929), cited with approval in *Pearson*, ___ S.C. at ___, 458 S.E.2d at 71.

31. *Id.* at 16.

32. *Id.*

33. *Pearson*, ___ S.C. at ___, 458 S.E.2d at 72.

34. *Id.* at ___, 458 S.E.2d at 72.

35. *Id.* at ___, 458 S.E.2d at 72 (Connor, J., concurring).

36. *Id.* at ___, 458 S.E.2d at 73.

37. *Id.* at ___, 458 S.E.2d at 72.

38. *Id.* at ___, 458 S.E.2d at 73. Judge Connor interpreted the contract provisions in dispute to be clear and unambiguous as a matter of law. *Id.* at ___, 458 S.E.2d at 73. Scrutinizing both the language of the Plan and the conduct of the plaintiff, Judge Connor stated that the terms of the Plan "allowed the church to terminate Pearson's pension payments because his ministry had been revoked." *Id.* at ___, 458 S.E.2d at 73. Interestingly, Judge Connor cited no South Carolina case law to support her position that the courts have authority to resolve such a dispute between a church and its leadership. The Judge apparently assumed *Serbian* was the final word in the matter.

teaching and theology. Any agreement between a church and its chosen leadership is, therefore, by its very nature an “ecclesiastical matter.” The purpose of the church-state separation doctrine is to preclude governmental intermeddling in church doctrine and belief,³⁹ and the ability of a court to examine the terms of a minister’s employment agreement, including all covenants and definitions, constitutes such intermeddling. As such, the majority’s holding reaffirmed important South Carolina law. A church’s ability to administer control over its leaders, in accordance with church doctrine, is vital to its integrity as a body of believers.

For the sake of brevity, the import of *Pearson* can be discussed within the confines of church-related employment issues. Before going further, however, one should note that *Pearson*’s application is for more expansive, relating to all matters of church-state separation. With the recent rise in employment-related litigation,⁴⁰ the possibility of a greater incidence of church leaders bringing actions against their churches and governing boards must be acknowledged. Most disputes involving a minister or the work of a ministry will inevitably require inquiry into church doctrine. As noted by the majority in *Pearson*:

The words “license” and “ministry” are by their very nature defined in terms of the authority which they impart to the holder. This necessarily implicates the power to direct the ecclesiastical affairs of the Church. As such, we have no right or authority to make value judgments concerning the meaning and application of such words⁴¹

The *Pearson* majority’s reasoning should apply to all disputes between a church and its leaders. Indeed, this has been the trend in other jurisdictions.⁴² Even Title VII discrimination actions have been dismissed for lack of jurisdiction under the “ecclesiastical-matter” doctrine.⁴³

39. See *Walz v. Tax. Comm’n*, 397 U.S. 664, 668 (1970) (intent of First Amendment prohibition of “establishment” includes the “active involvement of the sovereign in religious activity”).

40. John J. Ross, *The Employment-Law Year in Review*, in 1 24TH ANNUAL INSTITUTE ON EMPLOYMENT LAW 7, 105 (Practising L. Inst. 1995) (“Employment litigation is the fastest growing area of civil litigation in the federal system.”).

41. *Pearson*, ___ S.C. at ___, 458 S.E.2d at 72.

42. *E.g.*, *Pierce v. Iowa-Missouri Conference of Seventh-Day Adventists*, 534 N.W.2d 425 (Iowa 1995) (refusing to review issues related to church’s actions in terminating minister); *Singleton v. Christ the Servant Evangelical Lutheran Church*, 541 N.W.2d 606 (Minn Ct. App. 1996) (refusing to hear pastor’s claims against church based in contract); *Green v. United Pentecostal Church Int’l*, 899 S.W.2d 28 (Tex. App. 1995) (dismissing action in contract and tort against church for canceling minister’s license).

43. See *Young v. Northern Ill. Conference of United Methodist Church*, 818 F. Supp. 1206 (N.D. Ill. 1993), *aff’d*, 21 F.3d 184 (7th Cir.), *cert. denied*, 115 S. Ct. 320 (1994) (finding no

Noting the inevitable intermeddling in religious affairs, some scholars suggest a bright-line rule that would require court abstention from virtually all internal church disputes.⁴⁴ Such a policy of court abstention would remove any possibility of constitutional misstep. This author agrees: if employment disputes between a church and its leaders, whether based on a present or past relationship, go before the civil courts, the unavoidable result will be an intrusion by the state into the belief structure of the church.⁴⁵

The majority's reasoning in *Pearson* and the opinions in this note are bolstered by the more recent decision of *Knotts v. Williams*.⁴⁶ In *Knotts* the South Carolina Supreme Court refused to resolve a church dispute over the dismissal of a pastor.⁴⁷ By unanimous decision, the court found that it lacked subject matter jurisdiction to pass judgment on the procedures involved in such a decision.⁴⁸ Quoting *Morris St. Baptist Church v. Dart*,⁴⁹ which was decided exclusively on South Carolina law, the court implicitly reaffirmed the court of appeals's analysis in *Pearson*:

When a civil right depends upon an ecclesiastical matter, it is the civil court, and not the ecclesiastical, which is to decide. But the civil tribunal tries the civil right, and no more The civil courts will not enter into the consideration of church doctrines of church discipline, nor will they inquire into the regularity of the proceedings of the church judicatories having cognizance of such matters. To assume such jurisdiction would not only be an attempt by the civil courts to deal with matters of which they have no special knowledge, but it would be inconsistent with complete religious liberty, untrammelled by state authority. *On this principle, the action of church authorities in the deposition of pastors and the expulsion of members is final.*⁵⁰

jurisdiction when the church denied "elder" status to a female African-American).

44. Professor James L. Underwood, Strom Thurmond Professor of Law at the University of South Carolina School of Law, proposes civil court abstention from all church disputes unless "(1) the dispute involves third parties, such as purchasers of real property who have not consented to a dispute resolution mechanism within the church, or (2) dispute resolution machinery within the church has failed and a violent confrontation is likely." 3 JAMES L. UNDERWOOD, *THE CONSTITUTION OF SOUTH CAROLINA* 162 (1992).

45. This idea is embodied in the historical doctrine of the Christian church: "*Ecclesiae magis favendum est quam personae*" (The church is to be more favored than the parson). BLACK'S LAW DICTIONARY 512 (6th ed. 1990).

46. ___ S.C. ___, 462 S.E.2d 288 (1995).

47. *Id.* at ___, 462 S.E.2d at 288.

48. *Id.* at ___, 462 S.E.2d at 290.

49. 67 S.C. 338, 45 S.E. 753 (1903).

50. *Id.* at ___, 462 S.E.2d at 290 (emphasis added) (quoting *Dart*, 67 S.C. at 341-42, 45 S.E. at 754).

Thus, the *Knotts* court placed considerable weight behind the agreement, express or implied, that existed between the church, its local leaders, and its congregation. This analysis by the court is based on the same logical foundation as the court of appeals's decision in *Pearson*: South Carolina courts will consider disputes between churches, their pastors, or their congregations in light of both their governing documents and their past dealings with one another. The courts are not in a position resolve to adequately such disputes under the law without infringing on the basic ability of the church to determine its own set of beliefs.

Certainly, churches are not completely immune to the authority of the federal or state judicial systems. Actions of a church or its employees that affect the rights of those outside of a church's congregation are in many instances subject to the judicial cognizance.⁵¹ For example, criminal conduct by a church or a church employee will generally be subject to the jurisdiction of the criminal courts independent of its setting. When, however, disputes arise from within the church body, judicial courts should carefully scrutinize the matter before action is taken. When Judge Connor, in *Pearson*, advocated that courts abstain only if a church controversy is "quintessentially religious," she proffered a test that pierces too deeply. Her rule would fail to adequately prevent the potential for judicial intermeddling. The true line of demarcation for court jurisdiction over church disputes should be much more deferential to internal church governance. The employment context demonstrates the principle well but is by no means the effective limit to potential harms that would be wrought by a test such as Judge Connor's. As seen in both *Pearson* and *Knotts*, a church's relationship with its members will invariably implicate the church's belief system. Likewise, the bond between a church and its leaders will almost always involve church doctrine. In internal church disputes, nothing less than a presumption should arise against the judicial courts exercising jurisdiction. This would force courts to carefully consider the impact of their actions on a church's doctrine. The majority of the court of appeals in *Pearson* conducted just such a careful analysis. The courts should shy from disputes like *Pearson* and *Knotts* which are "inherently religious" and which "implicate church doctrine." This lesser standard of judicial involvement would better prevent intermeddling in ecclesiastical affairs.

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51. See, e.g., *Neely v. American Family Mut. Ins. Co.*, 930 F. Supp. 360 (N.D. Iowa 1996) (pastor's claim against church's insurer for injury on church grounds held proper); *Sanders v. Casa View Baptist Church*, 898 F. Supp. 1169 (N.D. Tex. 1995) (claim against pastor and church for professional negligence in marital counseling is actionable).

* [Editor's Note: It is worth mention that Martin S. Driggers, Jr., currently serves as President of the University of South Carolina Chapter of the Christian Legal Society.]

