

HB1182: “AN ACT concerning Corporations and Associations – Methodist Church Trust Requirement – Repeal”—OPPOSITION

I oppose HB1182 in the strongest terms possible, and here’s why:

The Methodists in America were formed at approximately the same time as the United States of America, rose to prominence and power along the same trajectory, and are dealing with schisms and factions within its body just like the United States. Our organizational structure is similar—our Judicial Council functions as our “Supreme Court.” Our General Conference is our “Congress.” And our Council of Bishops is our “Executive Branch.” ***Just like in the United States, an individual state cannot pull out of the constitutionally-bound union that we agree makes us better and stronger together than separate, an individual congregation cannot pull out of The United Methodist Church.*** The churches seeking to leave The Baltimore-Washington Conference of The United Methodist Church agreed to our policies and procedures when they first united with us at their founding date. There are ways to leave if they so desire. However, these churches have chosen to break our Constitutional Rules for the Denomination and try to leave under alterative and illegal means under Church rules. ***The Trust Clause holds us together, despite our differences, because together, we are better and stronger.*** Together, we are able to impact the world for good.

In 2012, I was appointed as Pastor of the Patapsco-Lodge Forest Cooperative Parish in Dundalk, Maryland. My first day on the job, there was a major power outage that last more than a week in some areas. People called their elected officials and asked for help so they could refrigerate medications, use power for oxygen tanks, and cool down in 100 degree weather. The elected officials said, “We can’t do anything else. Go call the Methodists. They help people.” And indeed we did. But we couldn’t do it without our fellow Methodist Churches. Six different congregations provided inflatable mattresses so we could become a cooling station since we had power. Others came and stayed overnight with our guests, providing hospitality. Another provided food. Many more provided prayer. This is the strength of the connectional system of The United Methodist Church, bound together by the Trust Clause whereby we say that all property is held in trust for the denomination so that good can be done in the world.

The Methodists have their roots in Maryland. Three out of the five main branches that form today’s United Methodist Church were founded in Baltimore (Methodist Episcopal in 1784, Church of the United Brethren in Christ in 1800, and Methodist Protestant in 1828). Today’s United Methodist Church is formed as a merger of 2 main branches of the denomination in 1968: The Methodist Church (formed itself as a merger in 1939 of The Methodist Episcopal Church; The Methodist Episcopal Church, South; and the Methodist Protestant Church) and the Evangelical United Brethren Church (formed itself as a merger in 1946 of The Evangelical Association and The Church of the United Brethren in Christ (New Constitution)). ***Each and every one of the predecessor denominations has had a Trust Clause included in its rules and practices since the very beginning.*** These are typically outlined in the *Discipline* (or, *Book of Discipline*, depending on the predecessor denomination).

The Trust Clause In Methodism

According to The United Methodist Church, “Trust clauses in Methodism go back to John Wesley himself in mid-18th century England. By 1750, John Wesley had accumulated three properties as

meeting places and ministry sites for the Methodist societies. He wanted to make sure that local societies could not take control of these properties from the connection he was creating. He was aware of some other religious societies where local society members had refused to accept or sought to remove clergy or other leaders sent to them by the leaders of the larger society of which they were part. Wesley had also seen situations where people in a local society became influenced by teachings contrary to those of the Methodist movement and sought to leave while taking the society's property with them. Wesley wanted to ensure that leaders chosen by him would never be shut out or removed by local societies. He also wanted to make certain that Methodist properties were used only and always to teach established Methodist doctrine and be available to Methodists for their ministries.

With those concerns and purposes in mind, Wesley asked several lawyers to craft deeds for the Methodist preaching houses in England at the time. These deeds served as models for all future deeds for Methodists. In 1796, a form of these deeds, often referred to as "The Model Deed," was approved by the General Conference for American Methodists. This Model Deed and the mandate for a trust clause in all church property documents first appeared in the Book of Discipline in 1797."¹

When the denomination split in 1828 over the role of Bishops and lay representation into the Methodist Episcopal Church and Methodist Protestant Church, the Methodist Protestant Church retained the Trust Clause, stating in their very first *Book of Discipline*, 1830, on page 56, under the subsection, "General Duties of Trustees," Item 1: "It shall be the duty of the trustees, to **hold the property of individual churches in trust** for the use and benefit of the members thereof..." (**emphasis** added). It appeared in similar form in every *Book of Discipline* until the 1939 merger to form the Methodist Church (1939).

Similarly, in 1844, when a portion of the denomination split over the issue of slavery, the Methodist Episcopal Church, South, they initially continued to use the Methodist Episcopal rules (*Discipline*) until after the Civil War. In 1866, *The Doctrines and Disciplines of the Methodist Episcopal Church, South*, was published as a separate body, and states on page 232-33, that all deeds and settlements should use the same standard form, including these words, regarding the property of any local church should be held "**in trust for the uses and purposes hereinafter mentioned...**" (**emphasis** added).

In 1939, when the three branches of Methodism chose to unite, this was published in the first combined *Discipline of The Methodist Church* in 1940, in paragraph 777, on page 237: "All deeds by which premises are hereafter acquired for use as a place of divine worship shall contain the following Trust Clause:

"In trust, that said premises shall be used, kept, maintained, and disposed of, as a place of divine worship of the Methodist Ministry and Members of The Methodist Church; subject to the *Discipline*, , usage, and Ministerial appointments of said Church as from time to time

¹ <https://www.umc.org/en/content/ask-the-umc-what-is-the-united-methodist-trust-clause>, accessed on 17 February 2025.

authorized and declared by the General Conference and by the Annual Conference within whose bounds the said premises are situated.” (emphasis added).

Similarly, following this is a modified version of the Trust Clause for use for parsonages.

The Trust Clause in the Evangelical United Brethren Church

The Trust Clause has been a historic legal requirement of both the former United Brethren (1800-1946), Evangelical Association (various forms and iterations, 1809-1946), Evangelical United Brethren (post 1946 merger) and all predecessor denominations that continued in effect after the 1946 merger and the 1968 merger.

While the earliest *Disciplines* were written in German for these denominations, as they were primarily German-speaking, the Trust Clause was there. When the Church of the United Brethren in Christ was established in Baltimore in 1800, formalizing a relationship that had existed in some form since 1767, the German-speaking denomination became the first American-formed denomination (all the others imported from Europe or elsewhere). This denomination used the Methodist Episcopal *Book of Discipline* for its rules for many years. By 1857, they had published their own *Discipline*, in English, and the Trust Clause appears in there on page 75 under the duties of The Trustees, “Note: The Trustees should be careful in all cases to have deeds of conveyance legally executed, and recorded in the county records where the property is; that is, **to have the deed made to them and their successors in office, in trust, for the Church of the United Brethren in Christ...**” (emphasis added).

Over the subsequent years and editions of the *Discipline*, the wording and exact language was modified and strengthened to make it clear that all property is held in Trust for the denomination.

The Evangelical Association (and predecessor bodies) was a loose gathering of German-speaking churches with congregations as far south as Baltimore. It was established in 1809, and the first *Disciplines* were in German, but were modified versions of The Methodist Episcopal Church’s *Discipline*. The United Evangelical Church (a predecessor body to the Evangelical Association that merged with the Church of the United Brethren in Christ in 1946), states in the 1894 *Discipline*, one of the first in English, on page 152 in a section on local church incorporation, “Should this corporation become extinct, and its property cease to be used as a place of Divine worship, **the property shall revert to the aforesaid Annual Conference of the United Evangelical Church.**” (emphasis added).

In preparation for the 1968 merger between The Methodist Church and the Evangelical United Brethren Church, the 1959 *EUB Discipline* that makes compliance with the Trust Clause mandatory, even if deeds are not updated states in Paragraph 651:

*“Nothing in the Plan and Basis of Union at any time after the union is to be construed as to require any existing local church of The Church of the United Brethren in Christ, or The Evangelical Church, to alienate or in any way to change the title to property contained in its deed or deeds at the time of union; and **lapse of time or usage shall not affect said title or control**” (emphasis added).*

The Otterbein Trust

When Founder of the Church of the United Brethren in Christ, Bishop Philip William Otterbein, died in 1813 in Baltimore, he left behind funds to establish the “Otterbein Trust,” which provided funds to start “daughter” congregations of the First German Reformed Church of Harold’s Hill (now, Old Otterbein United Methodist Church) in Baltimore and beyond, with the understanding that if the daughter church ceased to exist, any and all funds and proceeds from the congregation would return to the Mother Church, now called Old Otterbein United Methodist Church.² While not an exhaustive list, several congregations were known beneficiaries of The Otterbein Trust: Dorguth Memorial (originally Otterbein Chapel, established 1855, closed 2001—proceeds returned to Old Otterbein as the keeper of the Trust) in South Baltimore; 3rd Church United Brethren (now, Fulton Seimers Memorial/Christ Church of the Deaf, Baltimore); Otterbein Memorial (now, Good Shepherd UMC, Hampden, Baltimore), and others further abroad.³

The United Methodist Church

From the inception of The United Methodist Church in 1968, the very first *Book of Discipline* states in paragraph 1503 states, “***In trust, that said premises shall be used, kept, and maintained as a place of divine worship of the United Methodist ministry and members of The United Methodist Church; subject to the Discipline, usage, and ministerial appointment of said church as from time to time authorized and declared by the General Conference and by the Annual Conference within whose bounds the said premises are situated. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises***” (**emphasis added**).

Similar language is provided for parsonages, buildings that have shared usage, and other functions. However, number 5 states, “**However, the absence of a trust clause stipulated in subsections 1, 2, 3, or 4 above in deeds and conveyances previously executed shall in no way exclude a local church or church agency from or relieve it of its connectional responsibilities to The United Methodist Church...**” (**emphasis added**). It goes on to talk about the intent of the forebears, the use of names and customs of the denomination, and the acceptance of a pastor appointed by the Bishop “of any predecessor to The United Methodist Church” as evidence that the intent of the congregation was to be part of The United Methodist Church in all ways, including abiding by the Trust Clause.

² This is the oldest building in Baltimore on its original foundation. The foundation dates to 1771, and the current building to 1785. The City was built around this church and property—including the various highways, the Convention Center in 1994, and it was the location of the Dollar Home auction in the 1980s Homesteader Movement. It is under city, state, and federal protections as a historic site and is listed on the National Register of Historic Places. In the 1970s, when the entire area now surrounding the church, including both stadiums, the Convention Center, hotels, etc. was in deplorable shape, it was the Trust Clause and the investment of the Baltimore Conference as it was known at the time, that saved this property from the wrecking ball. The Conference worked with then-Mayor William Donald Schaefer to protect and preserve the building by replacing the roof of the building. Without the investment of other area churches, through the Trust Clause which prevented the congregation from abandoning the building and congregation when the economic realities of the era were ever-present, we would not have this historic gem today that attracts hundreds of visitors and many tour groups from all around the region, country, and world each year.

³ United Brethren Records, Old Otterbein UMC, Baltimore, MD and Lovely Lane Museum & Archives, Baltimore, MD.

Furthermore, paragraph 1504 states “Nothing in the Plan of Union at any time after the union is to be construed so as to require any existing local church of any predecessor denomination to The United Methodist Church to alienate or in any way to change the title to property contained in its deed or deeds at the time of union, and lapse of time or usage shall not affect said title or control. ***Title to all property of a local church, or charge, or agency of the Church shall be held subject to the provisions of the Discipline***, whether title to the same is taken in the name of the local church trustees, or charge trustees, or in the name of a corporation organized for the purpose or otherwise” (***emphasis*** added).

This wording has been consistent until the present Book of Discipline, 2020/2024, in Paragraph 2501 and following, which clearly defines the Trust Clause. All churches in The United Methodist Church and her predecessor denominations were and are expected to apply The Trust Clause whenever real property is bought or sold.

During a period roughly corresponding to the 1960s-1980s, the Missionary Board (sometimes with varying names) of the Baltimore Conference would provide grants in exchange for a Trust Clause acknowledgement. The grant would turn into a loan if the congregation ever ceased to be Methodist. Many of the congregations seeking to leave the Baltimore-Washington Conference and The United Methodist Church were recipients of said grants, thereby acknowledging the Trust Clause, agreeing to abide by it, and agreeing to pay back the funds provided if they ceased to be a United Methodist Congregation.

Conclusion

As a result of the long history of the Trust Clause throughout the history of The United Methodist Church and her predecessor denominations, and that the Trust Clause enables stability in the denomination so that greater work can be done together than separately, **I strongly oppose HB1182 and ask you to vote “No” on it.**

Humbly Submitted by Rev. Dr. Bonnie McCubbin on 21 February 2025

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