



THE TRUST CLAUSE

QUESTIONS AND ANSWERS FOR UNITED METHODISTS

1. What is the trust clause?

It probably comes as no surprise to you that our Church has rules. For example, we have rules on how to become a member, how to ordain our pastors, how to organize the Church, and many other things. These rules are compiled in a book called *The Book of Discipline of The United Methodist Church*, in short, the *Book of Discipline*. One of the rules in the *Book of Discipline* is that the legal documents (the “deeds”) demonstrating ownership of local church property must contain certain language called the “trust clause”. Essentially, the trust clause states that the local church owns the property, *in trust*, for the benefit of the entire denomination. The principal reason for this trust clause is to insure that United Methodist local church property will continue to be used for United Methodist Church purposes.

2. What does it mean that the local church owns the property, *in trust*, for the denomination?

The basic idea is that the local church owns the property, but the property can only be used for certain purposes of benefit to the entire denomination. Specifically, the trust clause requires that the property:

[B]e 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 appointments 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.

3. I am not familiar with this concept of owning property *in trust*. Is this common or is this something unique to United Methodism?

It is very common. The idea of holding property in trust for someone else has ancient roots in the law, and it remains today as an important mechanism for insuring that property is only used for certain specified purposes. For example, parents sometimes establish trusts for the benefit of their children and place money or other property in that trust. In this context, someone, the parents or perhaps a third party, has legal ownership of the trust property but can only use that property for the benefit of the children. Use of the trust property for the legal owner’s personal benefit is a violation of the trust and remedies can be enforced by a court of law. Also, several other religious denominations use a trust clause for their local church property. For example, other denominations in the Wesleyan tradition, the Presbyterian Church (USA), and the Episcopal Church have trust clauses similar to our own.



4. What is the history of our trust clause?

The history of our trust clause can be traced all the way back to John Wesley. In 1750, John Wesley requested three eminent lawyers to craft deeds for three Methodist preaching houses in England. These were to serve as models for all future deeds for the Methodists. Over the years, these deeds were revised several times and in 1796, under the leadership of Francis Asbury and Thomas Coke, a “model deed” was adopted by the General Conference for the Methodists in America. The trust clause, as we know it today, first appeared in our *Book of Discipline* in 1797.

5. What is the purpose of our trust clause?

The answer to this question goes to the heart of what it means to be United Methodist, and so we first need to discuss that in more detail. Obviously, some things have changed since Wesley’s time, but many of the core principles that initially motivated the development of the trust clause are still important today, for example, connectionalism, itinerancy, and mission.

6. What are these principles of connectionalism, itinerancy, and mission?

Connectionalism – This is the principle that local churches in our denomination do not “stand alone” but are “connected” together. In contrast to purely congregational churches with local autonomy, United Methodist churches are part of a larger organizational and governing structure consisting of districts, annual conferences, and the General Conference. The ministers of each conference share a mutual covenant of mission to the whole Church. Moreover, United Methodist churches are connected through the other shared principles discussed below.

Itinerancy – With the exception of the Cross and Flame, there is probably no other image more closely associated with United Methodism than that of the circuit rider. Unlike congregational churches which call (hire) and dismiss their own pastors, United Methodist pastors are appointed by the area bishop. Pursuant to the bishop’s appointments, United Methodist pastors move from church to church over their careers, that is, they “itinerate.” This principle of preachers sharing a common mission in different places was very important to John Wesley and has carried forward to this day. Through itinerancy, trained clergy can be sent to carry out the mission of the Church in places best suited for their unique gifts and talents.

Mission – The *Book of Discipline* puts it quite simply and eloquently: “The mission of the Church is to make disciples of Jesus Christ”. As United Methodists, we strive to be faithful in this mission by proclaiming the good news of God’s grace and by exemplifying Jesus’ command to love God and neighbor.



7. What do these principles have to do with the trust clause?

United Methodism is founded upon the mutual covenants of its members, ministers, and local churches to commit to these core principles. But as Wesley realized early on, there must be some way to enforce continued faithfulness to these values. In essence, this is what the trust clause does. The trust clause reaches beyond church law and imposes a *civil* law requirement that church property only be used for purposes consistent with these principles. Thus, long ago, when the circuit rider rode into town he could be assured there would be a place for him to preach. It also guaranteed the local congregation that they would be served by a circuit rider representing the common mission of the Church. Today, we as United Methodists can go into any one of our more than 48,000 local churches in the United States and around the world, and find a community of faith that shares these principles. Thus, through the trust clause, we truly become United Methodists, all bound together with a common vision and mission in the service of our Lord.

8. Has the trust clause ever been challenged in court?

Yes, and except for a few unusual cases, our trust clause and similar ones from other denominations have been consistently upheld by courts for over a hundred years.

9. What impact does the trust clause have on the day to day operations of our church?

As a practical matter, the trust clause doesn't have much direct impact on a day to day basis. It is true that because your church holds its property in trust for the denomination, it does have a legal obligation to maintain and protect that property so it can continue to be used as a United Methodist church in the future. But this is something you would do anyway because it's your church!

10. What restrictions does the trust clause impose on our church property?

Aside from the general responsibility to maintain and protect the property, the *Book of Discipline* sets forth detailed procedures a church must follow prior to taking most major actions affecting its property. For example, the district superintendent must consent to any sale, lease, mortgage, or extensive renovation of the church property. This consent by the district superintendent reflects the denomination's shared interest (through the trust clause) in the future of the church property.



11. Are there other circumstances where the trust clause comes into play?

Yes, the trust clause also comes into play in the rare and unfortunate situations where a church has been abandoned or has to be discontinued because it is “broken” in some way and no longer serving its purpose as a United Methodist church. In such cases, the annual conference trustees typically assume ownership of the property on behalf of the denomination. Again, the *Book of Discipline* sets forth detailed procedures to be followed before a church can be declared discontinued or abandoned. And in all cases, the future care of the church’s remaining congregation, if any, is a primary concern.

12. I’ve heard people in my church say it isn’t right for the denomination to have such control over our property through the trust clause. They say it isn’t fair because it was our contributions that built this church and paid for its upkeep. Therefore, it should be our church. How should I respond to these statements as a faithful United Methodist?

You could start by telling them they are right – it is their church! And as United Methodists, because of the trust clause, they can say the same thing about every other United Methodist church. You could also say it wasn’t just their contributions that built and sustained the church, but also the contributions of perhaps generations of people before them who contributed with the purpose and hope that the church continue to be a United Methodist church in the future. You could then tell them their financial support of the church is just one side of a covenant. The United Methodist Church also made a covenant to supply and supervise ministers, provide financial and other aid to the church if needed, develop Sunday school materials and hymnals, and many other things.

But, again, the most important point is that no United Methodist church stands alone. Each United Methodist church is part of a larger connection of shared purpose and mission that has been in existence for hundreds of years. And this connection is at the core of what it means to be United Methodist. You and your church are part of something much larger than yourselves – something you can be proud of as Methodism reaches the world over to make disciples for Jesus Christ.

EXPLANATION OF TRUST CLAUSE FOR CHURCH BUILDING OWNERSHIP

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"What do you mean, we don't own our church? We built it with sweat equity and funds raised the old fashioned way. Our name is on the deed. Have you lost your mind? Of course we own it!"

How many times have you heard this, or something like it, from well meaning United Methodists, from Disgruntled United Methodists, and from persons who want to be called former United Methodists? It is rarely spoken in Christian love. It is always spoken with a lack of understanding of the "trust clause" and the core polity of the United Methodist denomination.

In order to understand the denomination's polity about church property, it is helpful to understand two important terms: conferencing and itinerancy; terms used frequently in the vocabulary of theologians (as the rest of us scratch our heads in confusion or wonder).¹

Conferencing is a wonderfully simple and yet richly complex term used in many contexts in the denomination. Loosely speaking, the conference is a group of persons and/or churches that have covenanted to be in ministry with one another: the charge conference; the annual or central conference; the General Conference. More formally, conference refers to a body of clergy and laity that exercises certain legislative, judicial and executive functions for the body. The term also is used in the context of time (from conference to conference), geographical areas (the number of charges in an annual conference, etc.), and as a method of discussing Christian issues to discern God's will from the collective wisdom of a group. All of these uses of the term conference are fundamental to the polity of this "connectional" denomination.

Itinerancy of course refers to the traveling preachers, the appointment of clergy by the bishop to wherever their gifts are best used to meet the needs of the ministry. A visual image of the circuit rider comes to mind.

So, you ask, how in the world do these two terms relate to our ownership of our church? Conferencing and itinerancy as core concepts of United Methodist polity make clear that we are not a congregational church, but rather a connectional church: we are "connected" to one another through conferencing and itinerancy, on a journey together in connection and in covenant with one another. The trust clause further bears this out. John Wesley created a model deed (transported to America by Thomas Coke), to protect the security of the "preaching house," as a place for the itinerant pastor to serve and followers to worship. Wesley's rationale for this model deed was, as follows:

*The chapel shall not be the private property of the trustees; and that if any of these trustees should change their sentiments, or from any other cause should be inclined to give the occupation of the chapel to some other party of professors of religion, they shall not have power to do so only so as to secure it in perpetuity for the purpose for which it was built.*²

Thus, conferencing, itinerancy and the trust clause are woven together as a part of the quilt that defines Methodism as a connectional, not congregational, Church. Yes, the local church has its name on the deed and legally "owns" the property, and the local church trustees are responsible for that property. However, the ownership is in trust for the future of United Methodism, as a part of the covenant relationship that every United Methodist has with one another.

¹ For those who are theologians, experts on United Methodist history, or prefer to speak with precision •• and for those who may want to take what I say literally •• I beg your indulgence as I speak conceptually and not with precision, in an effort to teach and assist those who do not understand the trust clause and have neither the time nor the inclination to study Methodist history.

Quoted in "Mr. Wesley's Trust Clause: Methodism in the Vermu:ular," by Rev. John Topolewski, at pages 8-9, quoting from Portraiture of Methodism. or. The History of the Wesleyan Methodism, by Jonathan Crowther (London: Richard Edwards. 1815) at 308. Wesley also stated the notion like this: "Properties cannot be alienated from their original intent and are not subject to the theological or ecclesiastical fancies of local leadership." Topolewski, at page 12.

Local church conflicts over ownership of local church property are as old as the Church. For example, in 1820, the John Street Church in New York City faced a crisis when the local trustees adopted a policy regarding property and pastoral compensation which differed from that of the annual conference; the New Haven Methodist Church experienced discord in the 1820's, when church members were angry with the dismissal of a lay member who had been accused, wrongly they felt, of dishonesty. Think back to a more recent time of the civil rights era in the 1960's, when schism was a constant threat based on intense feelings about racial separatism and equality.

Dare I ask where we would be today as a strong denomination with historic and cultural ties and traditions, had John Wesley and Thomas Coke not had the foresight to protect the preaching house for Methodists to use for time immemorial? How many churches would be left in the denomination if ecclesiastical "divorce" were easy? Are we not all thankful in 1998 that we stuck it out during troubled times, even if the only reason at the time, in the heat of our passionate anger about an issue, was because we couldn't "take the property and run?"

The trust clause is a constant reminder that our ancestors have en-trusted us with local church property, to nurture and grow toward the common goal of inviting, teaching and sending Christians to do God's work. "Our church" is foundational to the Christian faith: we are the temporary custodians of resources that ultimately belong to God. It is indeed a sacred trust, not only for us but for future generations. We fail to honor this sacred trust when we individually think that we alone know best how these valuable resources should be used.

So, what does all of this mean? When you drive by a United Methodist church in another town, state or country, you can proudly say "that's my church! " Who owns it? The local church is the legal owner and custodian of the property, acting through its trustees. But, thanks to John Wesley, and regardless of how the deed is written, the local church holds the property in trust for you and future generations of United Methodists. Let us give thanks!³

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³ The author gratefully acknowledges the background sources that were invaluable in preparing this piece: The 1996 Book of Discipline, 2501, 2503; The 1992 Book of Discipline 1112; Tuell, Jack, The Organization of The United Methodist Church (Abingdon Press, Revised 1997-2000 Ed); Richey, Russell, The Methodist Conference in America (Abingdon Press, 1996); Topolewski, John, "Mr. Wesley's Trust Clause: Methodism in the Vernacular," and Campbell Marshall, Linda "The Conference Owns Our Church(?)"