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SUPREME COURT OF ALABAMA

SPECIAL TERM, 2026

SC-2025-0957

Cassandra E. Freeman, Candace Lewis, and Martha Howard

v.

Jehovah Shalom Ministries Center, Inc.; River Bank & Trust;
James M. Hill, Jr.; Gwendolyn Hill; Estate of Louvenia Jenkins,
deceased; Arthur R. Howard; and Genevieve Bradford

Appeal from Tallapoosa Circuit Court
(CV-22-900002)

WISE, Justice.

AFFIRMED. NO OPINION.

See Rule 53(a)(1) and (a)(2)(F), Ala. R. App. P.

Stewart, C.J., and Shaw, Bryan, Mendheim, and McCool, JJ.,
concur in the result.

Sellers, J., dissents, with writing.

Cook and Parker, JJ., dissent.

SELLERS, Justice (dissenting).

I respectfully dissent from the decision to affirm the Tallapoosa Circuit Court's judgment. In my view, the ecclesiastical-abstention doctrine did not deprive the trial court of subject-matter jurisdiction to resolve the dispute over the validity of the purported conveyances of real property by James M. Hill, Jr., and Gwendolyn Hill, as officers of Cedar Street Church of God ("the church"), to themselves, individually, and then by the Hills to Jehovah Shalom Ministries Center, Inc. In addition, to the extent that § 10A-17-1.06, Ala. Code 1975, applies in this case, I do not believe that its requirements were satisfied with respect to the conveyance of the property from the church to the Hills.

The ecclesiastical-abstention doctrine is not a barrier to the judicial resolution of disputes over church property if those disputes can be resolved by applying neutral principles of law. Ex parte Alabama-W. Fla. Conf. of United Methodist Church, Inc., 401 So. 3d 1123, 1133 (Ala. 2024). "[U]nder the 'neutral principles of law' approach, civil courts examine 'the language of the deeds, the terms of the local church charters, the state statutes governing the holding of church property, and the provisions in the constitution of the [denominational] church concerning the ownership

and control of church property.'" Id. at 1132 (quoting Jones v. Wolf, 443 U.S. 595, 603 (1979)). Courts may rely on religious documents as long as they interpret those documents using secular concepts and not religious precepts. Id.

Walters v. Stewart, 838 So. 2d 1047 (Ala. Civ. App. 2002), involved a parcel of real property that was used for church services. As in the present case, the property involved in Walters was originally conveyed to individuals in their capacities as trustees of an unincorporated religious association. Later, the pastor of the church and his wife, who were not named as trustees in the original deed, executed a deed purporting to convey the property from the unincorporated association to themselves as trustees for the church. Subsequently, the pastor purported to deed the property to himself and his wife in their individual capacities. The pastor and his wife then began using the church property as their personal residence.¹

¹In addition to the pastor and his wife, the unincorporated religious association, which by that time had been given a new name, was also identified as a grantee in the deed to the pastor and his wife in their individual capacities.

Current and former members of the church commenced an action seeking a judgment directing the conveyance of the property to themselves as trustees for the church. A jury returned a verdict in favor of the plaintiffs, concluding in part that the property should be "'deeded back to the church.'" Id. at 1050. On appeal, the Court of Civil Appeals acknowledged the ecclesiastical-abstention doctrine but concluded that it did not apply because, the court noted, "[t]he issue of who holds title to church property is a civil matter and is not ecclesiastical in nature.'" Id. (quoting Murphy v. Green, 794 So. 2d 325, 330 (Ala. 2000)). See also Murphy, 794 So. 2d at 330 (noting that, "[d]espite these constitutional limitations, the courts still have jurisdiction to decide cases concerning questions of civil or property rights" and concluding that the ecclesiastical-abstention doctrine did not apply to a property dispute "involv[ing] the civil conflicts of trusteeship and property ownership"). The present action presents matters of civil law, which may include issues relating to unincorporated nonprofit associations, chain of title, the authority to convey title to real property, trust law, and breach of legal duties. Although the trial court may be in the best position to resolve disputed issues of fact, the ecclesiastical-abstention doctrine is

not a bar to judicial resolution of this dispute, and the trial court has jurisdiction to determine who had authority to execute and deliver the deeds and the basis from which they derived that authority.

Also at issue are the execution and recording requirements set forth in § 10A-17-1.06, Ala. Code 1975. Deeds conveying property to unincorporated nonprofit associations that do not have a separate legal existence are inherently problematic because there may be no reliable basis for determining the authority to hold or transfer title. Although the use and enjoyment of property may be open and obvious, it might be impossible to identify the owner of, or the person with authority to convey, property used by an unincorporated nonprofit association that lacks clear documentation of the authority of persons associated therewith. Rather than declare transactions with an unincorporated nonprofit association void and create further clouds on title, the legislature has provided that unincorporated nonprofit associations can transfer real property if they strictly comply with documentation and recording requirements, including the execution and recordation of a "statement of authority" under § 10A-17-1.06.

Section 10A-17-1.06 embodies the principle that, for an instrument purporting to convey real property to be valid, the grantor must have the authority to convey the real property. Under that Code section, an unincorporated nonprofit association must execute and record a statement evidencing its grant of authority to convey the real property of the association. Specifically, subsection (a) requires the execution and recording of a "statement of authority to transfer an estate or interest in real property in the name of the nonprofit association." Subsection (b) provides that "[a]n estate or interest in real property in the name of a nonprofit association may be transferred by a person so authorized in a statement of authority recorded in the office of the judge of probate of the county in which the real property is located." The statement must set forth the name of the association, the association's street address, the name or title of the person authorized to convey the property, and "[t]he action, procedure, or vote of the nonprofit association" authorizing the person to convey the property and to execute the statement of authority. § 10A-17-1.06(c). Subsection (d) requires the statement of authority to be "executed and recorded in the same manner as a deed by a person who is not the person authorized to transfer the estate or interest." In my

view, the meeting minutes that were attached to the deed to the Hills, which purportedly authorized "the sale of the Church" to the Hills, did not satisfy the statutory requirements. In addition to the lack of an address of the church in the minutes, the evidence suggests that the representation in the minutes that a "business meeting" took place, during which the conveyance of the property was "presented and approved," did not actually take place. Although the minutes state that the "remaining members" who signed the minutes approved of the execution of a deed from the Hills, as officers of the church, to themselves, individually, for one dollar, it is not clear from the minutes exactly how the Hills derived their authority or how the Hills were validly designated as "officers" with the authority to sell real property that appeared at that point to be held in the name of three other individuals, in their capacities as trustees for the church, which was an unincorporated nonprofit association.²

²The parties do not expressly discuss whether the minutes were "executed and recorded in the same manner as a deed by a person who is not the person authorized to transfer the estate or interest," as required by § 10A-17-1.06(d).

For its part, River Bank & Trust, a defendant below and an appellee, has argued that § 10A-17-1.06 does not apply at all to the conveyance of the property to the Hills because, it says, that statute applies to conveyances that are made "in the name of [the] nonprofit association." It contends that, when the Hills conveyed the property to themselves, the property was legally held by trustees for the church and that the deed to the Hills does not purport to identify the grantor as the church itself. Thus, River Bank & Trust suggests that the deed did not convey "an estate or interest in real property in the name of a nonprofit association" as that language is used in § 10A-17-1.06.³

At this point in the litigation, because the trial court did not determine that § 10A-17-1.06 does not apply to the conveyances at issue (and, arguably, implied that the statute does apply), and because there are other reasons calling for reversal of the trial court's judgment, namely, its unnecessary application of the ecclesiastical-abstention doctrine, I would, at this time, pretermitt consideration of the parties'

³River Bank & Trust's position would therefore seem to suggest that someone claiming authority as an "officer" of an unincorporated nonprofit association that uses a parcel of real property legally titled in the name of a trustee for the benefit of that association has the authority to convey the property.

legal arguments regarding the applicability of, and compliance with, § 10A-17-1.06. I would reverse the trial court's judgment and remand the case for the trial court to further consider those issues and whether the "minutes" established the Hills' authority to execute and deliver the deeds so as to legally convey good and marketable title.