

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED

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THE CONVENTION OF THE)
PROTESTANT EPISCOPAL CHURCH IN)
THE DIOCESE OF TENNESSEE d/b/a THE)
DIOCESE OF TENNESSEE, a Tennessee)
Corporation and THE RIGHT REVEREND)
JOHN C. BAUERSCHMIDT,)

Plaintiffs,

v.

No. 09-2092-III
JURY DEMANDED

FATHER JAMES M. GUILL, as Rector of St.)
Andrew's Episcopal Church, HENRY H.)
CARPENTER, JR., as the former Senior)
Warden of St. Andrew's Episcopal Church,)
and VICKY DAVIS, MICHAEL CLIMER,)
ANNE ROSS, CARTER PHILLIPS, MAC)
DAVIS III, PAUL DOWNEY, and KEITH)
MOORMAN as former Vestry Members and)
members of the Board of Directors of St.)
Andrew's Episcopal Church, and THE)
RECTOR, WARDENS, AND VESTRYMEN)
OF ST. ANDREW'S PARISH, a Tennessee)
Corporation,)

Defendants.

ANSWER OF THE RECTOR, WARDENS AND VESTRYMEN
OF ST. ANDREW'S PARISH

Comes Defendant, the Rector, Wardens and Vestrymen of St. Andrew's, a Tennessee Corporation ("St. Andrew's"), by and through its counsel, and responds to the Verified Complaint in this cause as follows:

First Defense

For its first defense, St. Andrew's relies upon the affirmative defenses of the statute of limitations, laches, estoppel, and waiver. As described more adequately in its Second Defense herein, the Plaintiffs, The Convention of the Protestant Episcopal Church in the Diocese of

Tennessee ("The Diocese") and John C. Bauerschmidt (collectively "Plaintiffs"), have failed to comply with the Tennessee Rules of Civil Procedure in filing the Verified Complaint. As a result of the improperly pled Complaint and pursuant to Tenn. R. Civ. P. 8.03, St. Andrew's furnishes the following short and plain statement of facts relied upon in support of these defenses:

St. Andrew's is an Anglo-Catholic church that has a unique tradition and history with The Diocese. As an Anglo-Catholic parish, St. Andrew's purchased the real property located at 3700 Woodmont Boulevard ("Property") from The Diocese through an arms-length transaction for valuable consideration. In exchange, Bishop John Vander Horst, Bishop for The Diocese, executed a Warranty Deed which was duly recorded in the Register of Deeds Office for Davidson County in 1966. Subsequently, St. Andrew's took steps to significantly improve the Property by, among other things, building their house of worship on the same.

The Warranty Deed conveyed the Property to St. Andrew's in fee simple absolute and did not contain any trust-based language in favor of The Diocese. The Warranty Deed bears tax stamps in use at the time of recordation which reveal that at least \$15,000.00 was paid for the purchase of the Property. The purchase also included personalty that had been utilized by the Church of the Transfiguration. The transaction occurred after St. Andrew's formed a Tennessee religious corporation for the purpose of purchasing the Property.

The fact that the Warranty Deed did not contain any trust-based obligations from St. Andrew's whatsoever in favor of The Diocese was intentional. This result was obtained through the efforts of Judge W.R. "Bill" Baker ("Judge Baker"), who at the time was a member of St. Andrew's Vestry. Judge Baker's efforts in this regard are detailed in a deposition taken on January 31, 2007, for purposes of preserving his testimony under Tennessee Rule of Civil Procedure 27. (A copy of Judge Baker's deposition transcript is being filed contemporaneously herewith.) In addition to Judge Baker's deposition, a deposition for the same purposes was taken of Dr. Hal Weatherby on June 13, 2007, describing St. Andrew's uniqueness as an Anglo-Catholic parish. (A copy of Dr. Weatherby's deposition transcript is also being filed contemporaneously herewith.)

Judge Baker was asked by St. Andrew's Rector, Father Edwin L. Conly ("Father Conly"), to assist St. Andrew's with negotiations for the purchase of the Property. On April 6, 1966, Louis Farrell, Jr., Esq., Vice-Chancellor of the Diocese, wrote a letter to another member of St. Andrew's Vestry, Mr. Walter Sullivan, indicating that the particulars of the proposed sale of the Property had been referred to him on behalf of The Diocese by Charles A. Rond, Esq., Chancellor. Chancellor Rond was both a civil and ecclesiastical chancellor for The Diocese.

Notwithstanding Mr. Farrell's protestations to the contrary, St. Andrew's Charter in its original form and without amendment was sent to The Diocese and subsequently filed with the Tennessee Secretary of State. The Diocese raised no further objection to the charter, thereby once again acknowledging the conditional relationship between it and St. Andrew's. The charter provided in pertinent part, "This corporation acknowledges and accedes to the constitution, canons, doctrine, and worship of the Episcopal Church in the Diocese of Tennessee" but did not include any open-ended or perpetual pledge in favor of The Diocese, as previously insisted upon by Mr. Farrell. In the face of national and local initiatives to impose trust-based obligations upon property owned by individual parishes, this provision was deleted in its entirety by amendment on January 6, 1978, and the corporation's revised charter was placed on record for all to see as of that time. The so-called Dennis Canon, relied upon by the Plaintiffs in support of their attempt to now seize the Property, was enacted following the amendment.

Through the efforts of Father Conly, Judge Baker, Bishop Vander Horst and others, a conditional relationship between St. Andrew's and The Diocese was established. St. Andrew's owned the Property outright and continued to participate as a special Anglo-Catholic parish with The Diocese. This participation continued until doctrinal disputes forced it to sever ties with The Diocese and associate with the Diocese of Quincy in 2006. The fact of this conditional relationship was fully known to The Diocese, indeed Bishop Vander Horst participated in its very formation. As a part of the conditional relationship, Bishop Vander Horst and others acknowledged and acceded to St. Andrew's unwillingness to provide a perpetual pledge to the The Diocese, whether in its then-state or as reconstituted in 1982 and, again, in 1985.

The Diocese took no action to acquire the Property for over 40 years, including taking no action after St. Andrew's announced it had severed ties with The Diocese in 2006, until the filing of the improperly pled Verified Complaint. Based upon the foregoing, St. Andrew's has justifiably relied upon its conditional relationship with the Diocese. Moreover, because of the unique relationship between St. Andrew's as a special purpose Anglo-Catholic parish and The Diocese, specifically the relationship between St. Andrew's former rector, Father Conly, and Bishop Vander Horst, any Constitutional provision or Canons which would have normally applied to the ownership of real or personal property for regular missions and parishes were waived, and as a result, cannot now lawfully be applied to St. Andrew's unique situation. Stated alternatively, The Diocese and Bishop Bauerschmidt may not now seek to enforce governance provisions that The Diocese knowingly and intentionally waived in conjunction with the formation of St. Andrew's and St. Andrew's purchase of the Property.

More than 40 years following its formation, St. Andrew's remains the same Anglo-Catholic body that was incorporated in 1966. The parish continues to serve the traditional Anglo-Catholic beliefs of its members, as well as engaging in various charitable outreach initiatives, such as: The Nashville Rescue Mission,

The Pastoral Counseling Center, St. Luke's House, Mercy Ministries, Nashville Cares and other national/international charitable missions. Conversely, The Diocese has undergone multiple, fundamental changes, both in terms of composition and governance. As a consequence, The Diocese now seeks to seize The Property and develop the same for its own purposes which may ultimately be non-ecclesiastical in nature, despite knowing that this action would end or disrupt St. Andrew's vital mission to Nashville and beyond.

Second Defense

For its second defense, St. Andrew's would show that the Verified Complaint fails to comply with the requirements of Tenn. R. Civ. P. 8.01 which provides, in pertinent part, that a pleading set forth only "a short and plain statement of the claim showing that the pleader is entitled to relief."

This is a relatively straightforward property dispute; however, the Verified Complaint exceeds 20 pages in length and contains multiple allegations that have nothing to do with the matters at issue. Moreover, some of the allegations, such as the matters contained in ¶ 40 of the Verified Complaint, appear to be calculated for the improper purpose of highlighting certain doctrinal disputes between St. Andrew's and The Diocese. By the Plaintiffs' own admission in the Verified Complaint, this is not allowed in this civil – rather than doctrinal – dispute.

Moreover, The Diocese, in framing its Verified Complaint, has suggested that it remained a constant body, in membership and governance, at all times material hereto. This is not correct. The Diocese Tennessee, as currently comprised, bears little resemblance to the entity that negotiated the sale of The Property in dispute and established a specific, conditional relationship with St. Andrew's. In so doing, The Diocese has conveniently ignored fundamental changes in its composition over time and specific undertakings of its predecessor in interest. In any event and for purposes of clarity, St. Andrew's will continue to refer to the Diocese of Tennessee herein as "The Diocese."

Under the circumstances, St. Andrew's affirmatively asserts that the Verified Complaint fails to comply with the pleading requirements of Rules 8.01 and 8.05 of Tenn. R. Civ. P.

Third Defense

In response to the specific, numbered paragraphs of the Verified Complaint, St. Andrew's responds as follows:

1. The allegations of ¶ 1 are admitted with respect to The Diocese. To the extent that the allegations of ¶ 1 are intended to express or imply that The Diocese has remained the same corporate body at all times material to the matters at issue in this proceeding, the same are denied.

2. It is admitted that John C. Bauerschmidt is currently the Bishop of The Diocese and resides in Davidson County, Tennessee.

3. The allegations of ¶ 3, as stated, are denied. Notwithstanding the foregoing, it is admitted that the individuals identified in ¶ 3 of the Verified Complaint are members of St. Andrew's and maintained leadership positions with the church at one time or another. In further response to the allegations of ¶ 3, it is admitted that St. Andrew's severed its conditional ties to The Diocese in October, 2006.

4. The allegations of ¶ 4, as stated, are denied. In further response to the allegations of ¶ 4, St. Andrew's would show that it is a valid Tennessee corporation and has, at all times following formation, operated in compliance with the laws of the State of Tennessee.

5. In response to the allegations of ¶ 5, St. Andrew's admits that jurisdiction and venue are proper with this Court in light of the claims asserted by The Diocese. In further response to the allegations of ¶ 5, St. Andrew's would show that the Plaintiffs have no basis to seek injunctive relief and that Plaintiffs' claims in this proceeding lack merit.

6. Admitted.

7. The allegations of ¶ 7, as stated, are denied.

8. The allegations of ¶ 8, as stated, are denied.

9. The allegations of ¶ 9, as stated, are denied.

10. The allegations of ¶ 10, as stated, are denied. In further response to the allegations of ¶ 10, St. Andrew's would show that the constitution and general governance of The Episcopal Church largely resembles a confederation, not an hierarchical in the fashion asserted by Plaintiffs.

11. To the extent that the allegations of ¶ 11 are directed to St. Andrew's and its former conditional relationship with The Diocese, the same are denied.

12. Upon information and belief, the first sentence of ¶ 12 is admitted. With respect to the second sentence of ¶ 12, St. Andrew's admits that The Diocese, as currently comprised, contains approximately fifty individual parishes and missions; however, the parenthetical reference to St. Andrew's inclusion in this roster is denied.

13. The allegations of ¶ 13, as stated, are denied. In further response to the allegations of ¶ 13, St. Andrew's would show that the statements contained therein constitute an over-generalization of the governance The Episcopal Church and do not include other essential elements of the process described. Additionally, to the extent that the allegations of ¶ 13 are intended to express or imply that the general governance of The Episcopal Church provides Plaintiffs with any rights with respect to St. Andrew's and its property, the same are specifically denied.

14. The general allegations of the first sentence of ¶ 14 are generally admitted. The general allegations of the second sentence of ¶ 14 are generally admitted. The third sentence of ¶

14 is admitted; however, to the extent that any of the allegations of ¶ 14 are intended to express or imply any right in favor of The Diocese over St. Andrew's property, the same are specifically denied.

15. The general allegations of ¶ 15 are generally admitted. However, in further response to the allegations of ¶ 15, St. Andrew's would show that the annual Diocesan convention is a non-compulsory meeting.

16. To the extent that the allegations of ¶ 16 are directed to St. Andrew's and its former conditional relationship with The Diocese, the same are denied.

17. In response to the allegations of ¶ 17, St. Andrew's states that it maintained a conditional relationship with The Diocese until October, 2006. To the extent that the allegations of ¶ 17 are inconsistent with the foregoing, the same are denied. With respect to the allegations of ¶ 17 regarding the contents of the Canons of The Episcopal Church, St. Andrew's would show that the same are in writing and constitute the best evidence of their contents.

18. The allegations of the first sentence of ¶ 18, as directed to St. Andrew's and its ownership of property, are denied. With respect to the remaining allegations of ¶ 18, St. Andrew's acknowledges that it agreed to and did provide annual reports to The Diocese until the relationship between them was severed in October, 2006.

19. The general allegations of ¶ 19 are generally admitted.

20. The general allegations of ¶ 20 are generally admitted.

21. The general allegations of ¶ 21 are generally admitted.

22. In response to the first sentence of ¶ 22, it is admitted that The Episcopal Church, as designed, is governed by a Constitution and Canons and Book of Common Prayer. In response to the second sentence of ¶ 22, St. Andrew's denies that Exhibit 1 constitutes a true and

correct copy of the current Constitution and Canons of The Episcopal Church. The remaining allegations of ¶ 22 do not suggest or require a response.

23. In response to the first sentence of ¶ 23, it is admitted that The Episcopal Church, as designed, requires the dioceses and their clergy to acknowledge the applicability to them of the Constitution and Canons and Book of Common Prayer and their binding nature. The second sentence of ¶ 23 is admitted. The third sentence of ¶ 23 is admitted. The final sentence of ¶ 23, as stated, is denied.

24. To the extent that the allegations of ¶ 24 are intended to express or imply that the so-called Dennis Canon has any application to St. Andrew's property, the same are specifically denied. St. Andrew's admits that the text for what is generally known as the Dennis Canon appears to have been excerpted and included within ¶ 24.

25. The allegations of ¶ 25, as stated, are denied.

26. The allegations of ¶ 26 set forth a narrow summary of a broad decision by the United States Supreme Court in Jones v. Wolf, 443 U.S. 595 (1979). With respect to the allegations of ¶ 26, St. Andrew's would show that the decision of the United States Supreme Court in Jones v. Wolf, supra, is in writing and constitutes the best evidence of its contents.

27. To the extent that the allegations of ¶ 27 are directed to St. Andrew's and its property, the same are specifically denied.

28. To the extent that the allegations of ¶ 28 are directed to St. Andrew's and its property, the same are specifically denied.

29. To the extent that the allegations of ¶ 29 are directed to St. Andrew's and its property, the same are specifically denied.

30. To the extent that the allegations of ¶ 30 are directed to St. Andrew's and its property, the same are specifically denied.

31. The allegations of ¶ 31, as stated, are denied. In further response to the allegations of ¶ 31, St. Andrew's would show that precedent from Tennessee courts with respect to property disputes has been memorialized in detailed written opinions and that said opinions constitute the best evidence of their contents.

32. To the extent that the allegations of ¶ 32 are directed to St. Andrew's and its property, the same are denied.

33. To the extent that the allegations of ¶ 33 are directed to St. Andrew's and its property, the same are specifically denied. With regard to the allegations of ¶ 33 regarding the contents of the Diocesan Canons, St. Andrew's would show that the same are in writing and constitute the best evidence of their contents.

34. To the extent that the allegations of ¶ 34 are directed to St. Andrew's and its property, the same are specifically denied. With regard to the allegations of ¶ 34 regarding the contents of the Diocesan Canons, St. Andrew's would show that the same are in writing and constitute the best evidence of their contents.

35. To the extent that the allegations of ¶ 35 are directed to St. Andrew's and its property, the same are specifically denied. With regard to the allegations of ¶ 35 regarding the contents of the Diocesan Canons, St. Andrew's would show that the same are in writing and constitute the best evidence of their contents.

36. To the extent that the allegations of ¶ 36 are directed to St. Andrew's and its property, the same are specifically denied. Upon information and belief, the remaining allegations of ¶ 36 are denied.

37. In response to the allegations in ¶ 37, St. Andrew's denies that The Diocese has any basis to seek to recover property that it previously sold to St. Andrew's in fee simple in derogation of canonical provisions that it now seeks to enforce.

38. To the extent that the allegations of ¶ 38 are directed to St. Andrew's and its property and suggest a trust relationship in favor of The Diocese, the same are denied. In further response to the allegations of ¶ 38, St. Andrew's would show that numerous disputes have developed inside The Episcopal Church in recent years.

39. The allegations of ¶ 39, as stated, are denied. In this regard, St. Andrew's would show that civil court decisions regarding disputes between The Episcopal Church and various individuals or institutions have varied by the specific facts and circumstances of each case.

40. The allegations of ¶ 40, as stated, are denied. In further response to the allegations of ¶ 40, St. Andrew's would show that Plaintiffs' bald recitation of issues involving doctrinal disagreements is intended to engender passion and prejudice, there being no other purpose for the inclusion of matters over which this Court may pass judgment.

41. The allegations of ¶ 41, as stated, are denied.

42. The allegations of ¶ 42, as stated, are denied. In further response to the allegations of ¶ 42, St. Andrew's would show that the entire Diocese of Quincy severed its relationship with The Episcopal Church in 2008 and became associated with others who remain and have affiliated with other worshipers who have remained in association with the Anglican Communion.

43. The allegations of ¶ 43, as stated, are denied. In further response to the allegations of ¶ 43, St. Andrew's would show that it severed its conditional relationship with The Diocese in 2006. From and after the severance of the conditional relationship, St. Andrew's has

attempted to maintain a cordial relationship with The Diocese but has made it clear on multiple occasions that it had no continuing obligation to provide reports or financial support to The Diocese. The final sentence of ¶ 43 is specifically denied.

44. The allegations of ¶ 44, as stated, are denied. In further response to the allegations of ¶ 44, St. Andrew's would show that The Diocese has attempted to require it to re-affiliate and to ignore the conditional nature of its prior relationship with The Diocese.

45. The allegations of ¶ 45, as stated, are denied.

46. The allegations of ¶ 46 are denied for lack of sufficient information and strict proof thereof is hereby demanded. In further response to the allegations of ¶ 46, St. Andrew's would show that the same have no relevance or bearing upon the matters at issue in this proceeding.

47. The allegations of ¶ 47, as directed to St. Andrew's and its property, are denied. In this regard, St. Andrew's would state that the actions of the Plaintiffs are contrary to the express undertaking between St. Andrew's and The Diocese.

48. The allegations of ¶ 48, as stated, are denied.

49. The general allegations of the first sentence of ¶ 49 are generally admitted. The allegations of the second sentence of ¶ 49, as stated, are denied.

50. The allegations of ¶ 50, as stated, are denied. In further response to the allegations of ¶ 50, St. Andrew's would show that multiple Articles of Association were prepared and executed by individuals who were members of the mission, an unincorporated religious association. With respect to the language contained in one version of the Articles of Association, St. Andrew's would show that the instrument is in writing and provides the best evidence of its contents. With respect to the final sentence of ¶ 50, St. Andrew's admits that Exhibit 3 to the

Verified Complaint is an accurate photocopy of one version of the Articles of Association executed by the individuals referenced therein.

51. The general allegations of ¶ 51 are generally admitted; however, to the extent that the allegations of ¶ 51 are intended to express or imply that the execution of multiple Articles of Association are intended to express or imply any limitation upon St. Andrew's ownership and use of its property, the same are specifically denied.

52. The allegations of ¶ 52 provide a narrow extract of provisions contained in St. Andrew's Charter of Incorporation. A complete copy of St. Andrew's Charter of Incorporation has been annexed to the voluminous Verified Complaint as Exhibit 4 and constitutes the best evidence of its contents.

53. The allegations of ¶ 53 are generally admitted for purposes of the matters at issue in this proceeding.

54. The allegations of ¶ 54 are denied for lack of sufficient information and strict proof thereof is demanded. However, to the extent that the allegations of ¶ 54 are intended to express or imply any impact upon St. Andrew's and its conditional relationship with The Diocese, the same are denied.

55. The allegations of ¶ 55 are generally admitted for purposes of the matters at issue in this proceeding.

56. The allegations of ¶ 56, as stated, are denied.

57. The allegations of ¶ 57, as stated, are denied. However, it is admitted that the Property was transferred to The Diocese via the instrument attached to the Verified Complaint as Exhibit 6.

58. The first sentence of ¶ 58, as stated, is denied. The allegations of the second sentence of ¶ 58, as stated, are denied. With respect to the final sentence of ¶ 58, St. Andrew's admits that it began utilizing the Property prior to its incorporation and that prior to said incorporation legal title to the Property remained vested in The Diocese.

59. In response to the allegations of ¶ 59, it is admitted that St. Andrew's declined to take title to the Property in any manner inconsistent with its free and unrestricted ownership of the same. Accordingly, it is admitted that St. Andrew's declined The Diocese's initial request that the Property be transferred to it in a conditional or limited fashion.

60. With respect to the manner of conveyance of the Property to St. Andrew's, it is admitted that Exhibit 7 constitutes a photocopy of the instrument resulting from the sale of same by The Diocese to St. Andrew's. With respect to the provisions of the Warranty Deed, St. Andrew's would show that the same is in writing and constitutes the best evidence of its contents.

61. The allegations of ¶ 61, as stated and directed to St. Andrew's purchase of The Property from The Diocese, the same are specifically denied.

62. In response to the allegations of ¶ 62, St. Andrew's would show that it maintained a conditional relationship with The Diocese at all times material hereto until St. Andrew's severed the relationship in 2006. Further, St. Andrew's would show that the conditional nature of the relationship was with the full knowledge and acquiescence of The Diocese. To the extent that the allegations of ¶ 62 are inconsistent with the foregoing, the same are specifically denied and St. Andrew's would note that it did not move to the Property in 1964, as claimed.

63. The allegations of ¶ 63, as stated, are denied. In further response to the allegations of ¶ 63, St. Andrew's admits that it amended its charter in 1978 in anticipation of actions by The Episcopal Church that would purport to have the effect of imposing limitations

upon its absolute ownership of the Property, as previously established with the acquiescence of The Diocese.

64. The allegations of ¶ 64, as stated, are denied. In further response to the allegations of ¶ 64, St. Andrew's would show that the Plaintiffs' inaccurate summary of these ecclesiastical issues is intended for the sole and express purpose of establishing bias, prejudice, or passion. Accordingly, the allegations of ¶ 64, as comprised, should be stricken in accordance with the provisions of Tenn. R. Civ. P. 12.06.

65. The allegations of ¶ 65, are denied. In further response to the allegations of ¶ 65, it is admitted that St. Andrew's informed The Diocese that it was severing the conditional relationship in October, 2006.

66. In response to the allegations of ¶ 66, St. Andrew's admits that it has not provided any reports or participated in other matters involving The Diocese since 2006 following the severance of its conditional relationship with The Diocese. To the extent that the allegations of ¶ 66 are intended to express or imply an obligation to continue participation in the affairs of The Diocese following October 2, 2006, the same are denied.

67. The allegations of ¶ 67, as stated, are denied.

68. The allegations of ¶ 68, as stated, are denied. However, it is admitted that Exhibit 9 is an accurate photocopy of a letter sent by Bishop Bauerschmidt to St. Andrew's on or about January 14, 2009.

69. The allegations of ¶ 69, as stated, are denied. However, it is admitted that Bishop Bauerschmidt and his attorney met with officials of St. Andrew's in April, 2009.

As noted hereinabove, following its purchase of the Property, St. Andrew's and The Diocese maintained a conditional relationship that was known to and acquiesced in by The Diocese and, further, St. Andrew's made significant improvements to the Property based upon this relationship. Under the circumstances, St. Andrew's specifically denies that Bishop Bauerschmidt or any other representative of The Diocese has any legal or other obligation to sue St. Andrew's to recover property that it previously sold in an arms length transaction.

76. To the extent that the allegations of ¶ 76 are directed to St. Andrew's and its property, it is specifically denied that any trust-based relationship exists between The Diocese, Bishop Bauerschmidt, and St. Andrew's. With respect to the remaining allegations of ¶ 76, St. Andrew's would show that the canonical laws of The Episcopal Church are in writing and constitute the best evidence of their contents.

77. The allegations of ¶ 77, as stated and directed to St. Andrew's use of its property, are denied.

78. The allegations of ¶ 78 do not suggest or require a response.

79. Admitted.

80. St. Andrew's acknowledges that The Diocese and Bishop Bauerschmidt take the position that they are entitled to recover the Property notwithstanding the fact that the Property was previously sold by The Diocese to St. Andrew's in an arms length transaction that was concluded over forty years ago. St. Andrew's specifically denies that the Plaintiffs have any right or justification to pursue recovery of The Property, whether under ecclesiastical principles or, appropriately, "neutral principles of law". To the contrary, under "neutral principles of law" St. Andrew's will establish that the Property was purchased from The Diocese via Warranty

Deed with no express or implied trust relationship and that it has and continues to have a free and unfettered right to use its property in furtherance of its religious mission.

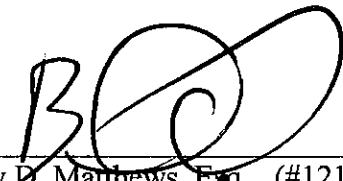
81. The allegations of ¶ 81, as stated, are denied. However, St. Andrew's admits that it takes the position that it has the free and unfettered right to use its property in furtherance of its religious mission.

82. Denied.

83. The allegations of ¶ 83 set forth a prayer for relief and, as such, do not suggest or require a response.

84. St. Andrew's hereby demands a jury of twelve (12) individuals to decide all issues triable by a jury.

Having fully responded to the allegations of the Verified Complaint, denying any and all claims of entitlement set forth therein, St. Andrew's prays to be hence dismissed from this cause with its reasonable costs and expenses.




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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent via United States Mail, postage prepaid, on this 2nd day of December, 2009, to the following:

J. Richard Lodge
Anthony J. McFarland
Wendy M. Warren
Bass, Berry & Simms, PLC
315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238-3001



Blakeley D. Matthews