

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI
CIRCUIT JUDGE DIVISION

FILED

DARDENNE PRESBYTERIAN)
CHURCH, INC.,)

OCT 23 2024

Plaintiff(s),)

CIRCUIT CLERK
ST. CHARLES COUNTY

vs.)

Case No.: 2311-CC01028

PRESBYTERY OF GIDDINGS-)
LOVEJOY, INC. AND PRESBYTERIAN)
CHURCH U.S.A.) A CORPORATION,)

Div. 4

Defendant(s).)

ORDER AND JUDGMENT

This matter comes before this Court for Plaintiff Dardenne Presbyterian Church, Inc.'s, (hereinafter "Dardenne") "Motion for Partial Summary Judgment on Counterclaim Count I, (hereafter "Dardenne"). Defendant Presbytery of Giddings-Lovejoy, Inc. and Presbyterian Church (U.S.A.), A Corporation's (hereinafter "Giddings and USA) motions and memorandums of law in opposition to Dardenne's motion.

This Court has studied the motions and memorandum supporting and, in opposition to, Dardenne's partial summary judgment motion.

Findings

At issue is an interpretation of the January 15, 1984, Resolution entered into between Giddings/USA and Dardenne. The 1984 Resolution, approved by Dardenne, expressly provides that Dardenne will "hold title to its property and exercise its privileges of incorporation under the provision of the book of Church Order." In other words, Dardenne seeks to maintain right of title and control over their church property.

Giddings and USA believe that the language of the 1984 Resolution created an "express trust" by its language which gives Giddings and USA express rights as to

control of the Dardenne property. Giddings/USA seems to rely on the proposition that parol evidence will help to establish that the 1984 Resolution is, in fact, a trust giving them authority to maintain ownership and control over the Dardenne property. However, “the essence of the parol evidence rule is ‘evidence outside a completely integrated contract cannot be used to change the agreement’”. *Pecos I, LLC v. Meyer*, 655 S.W.3d 579, 588 (Mo. Ct. App. 2022- E.D.) Obviously since Dardenne and Giddings/USA dispute Dardenne’s understanding of the meaning of the Resolution, parol evidence cannot be applied to clarify the parties meaning of an ambiguous document.

Through the evidence provided by Dardenne, a) their witness’ statements b) the contemporaneous documents provided for discovery, c) this Court’s reading of the 1984 Resolution, this Court is convinced that, despite Giddings/USA’s arguments in support of their position that a trust was created by the 1984 Resolution there exists a non-trust meaning to the PCUS language in the 1984 Resolution.

Wherefore, this Court **GRANTS** Plaintiff Dardenne’s Motion for Partial Summary Judgment on Counterclaim Count I; further holding that Dardenne’s January 15, 1984, resolution and their related communications did not create an express trust in favor of Giddings/USA; further dismissing with prejudice Giddings/USA’s claim that Dardenne’s property is subject to an express trust as alleged in counterclaim Count I; and ordering Giddings/USA to reimburse the Dardenne Church for its costs and reasonable attorneys’ fees.

