

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

**SAINT JOSEPH'S EPISCOPAL
SCHOOL, a Florida not for profit
corporation, and WILLIAM C. SWANEY,
an individual,**

Plaintiffs,

v.

**CASE NO.: 50-2022-CA-4634-MB
DIVISION: AE**

**ST. JOSEPH'S EPISCOPAL CHURCH,
A Florida not for profit corporation,**

Defendant.

**ORDER GRANTING DEFENDANT'S MOTION TO DISMISS
FOR LACK OF SUBJECT MATTER JURISDICTION**

THIS CAUSE came before this Court on Defendant St. Joseph's Episcopal Church's Motion to Dismiss for Lack of Subject Matter Jurisdiction, and Plaintiffs' Response in Opposition. The Court heard argument on the Motion on September 6, 2023.

BACKGROUND

The following facts, which are provided solely for context, are taken from the parties' pleadings and are undisputed unless otherwise noted:

1. St. Joseph's Episcopal Church ("Church") is a parish within the Episcopal Diocese of Southeast Florida ("Diocese") and is part of the Protestant Episcopal Church in the United States of America, otherwise known as "The Episcopal Church."

2. The Church has asserted in its pleadings that the Canons of The Episcopal Church and the Diocese of Southeast Florida govern the encumbering or alienating of real property held

by the Church, which the Church further maintains is held in trust for the benefit of the Diocese and The Episcopal Church.

3. Saint Joseph's Episcopal School ("School") was founded in 1958 as a parish school affiliated with the Church. In January 1989, the School incorporated as a separate 501(c)(3) organization, and it is operated by its own Board of Trustees.

4. The School is located on church property at 3300B South Seacrest Boulevard in Boynton Beach, Florida (the "Premises"). The Premises adjoin the location where the Church is located and operates.

5. The parties entered into a written lease in 2012. The 2012 lease provided for a five-year term followed by one automatic renewal term of five years.

6. On April 21, 2022, the Church Vestry furnished written notice to the School that the Church would not be entertaining a new lease agreement with the School after the expiration of the 2012 Lease on November 30, 2022.

7. On May 20, 2022, Plaintiffs filed their Complaint for Injunctive Relief and Damages. The Complaint alleges the following counts: Count I—Permanent Injunctive Relief; Count II—Breach of Oral Contract; Count III—Specific Performance; Count IV—Promissory Estoppel; Count V—Unjust Enrichment; Count VI—Fraudulent Inducement; Count VII—Misappropriation of a Restricted Charitable Donation; Count VIII—Breach of Oral Contract; Count IX—Specific Performance; Count X—Promissory Estoppel; Count XI—Fraudulent Inducement; Count XII—Declaratory Judgment; Count XIII—Reformation; Count XIV—Tortious Interference.

8. The Complaint alleges that in 1994, Plaintiff William C. Swaney entered into an oral agreement with the Church whereby the Church "would never displace the School from the

Premises (at least for a minimum of 99 years).” The Complaint refers to this agreement as the “Swaney/Church Contract.”

9. In their Answer and Affirmative Defenses, the Church asserted, *inter alia*, that the ecclesiastical abstention doctrine bars this Court from exercising subject matter jurisdiction over Plaintiffs’ claims because the claims require application and interpretation of Canon Law of the Episcopal Church.

10. On December 14, 2022, the Church filed its Motion to Dismiss for Lack of Subject Matter Jurisdiction, which included the supporting Affidavit of Fr. Martin Zlatic.

11. On March 20, 2023, the Church filed the Affidavit of Martin H. Brinkley, Dean of the School of Law at the University of North Carolina at Chapel Hill.

12. On September 1, 2023, Plaintiffs filed their Response in Opposition to Defendant’s Motion to Dismiss.

13. On September 6, 2023, the Court conducted a hearing on the Motion to Dismiss.

DISCUSSION

14. In ruling on a motion to dismiss a complaint for failure to state a cause of action, a trial court must confine itself to the allegations contained within the four corners of the complaint. *Pizzi v. Central Bank and Trust Co.*, 250 So. 2d 895, 897 (Fla. 1971). “[T]he defense of subject-matter jurisdiction can be raised at any time.” *Cunningham v. Standard Guar. Ins. Co.*, 630 So. 2d 179, 181 (Fla. 1994) (citing Fla. R. Civ. P. 1.140(h)(2)); *see also Amanquiton v. Jonny Peterson*, 813 So. 2d 112, 114 (Fla. 4th DCA 2002) (“The issue of subject matter jurisdiction may be raised at any time.”).

15. “In considering a motion to dismiss challenging subject matter jurisdiction, a trial court may properly go beyond the four corners of the complaint and consider affidavits.” *Seminole*

Tribe of Fla. v. McCor, 903 So. 2d 353, 357 (Fla. 2d DCA 2005); see also *Steiner Transocean Ltd. v. Efremova*, 109 So. 3d 871, 873 & n.3 (Fla. 3d DCA 2013) (citing *McCor* and holding “a court is permitted to consider evidence outside the four corners of the complaint where the motion to dismiss challenges subject matter jurisdiction”).

16. In this case, the Court must decide whether the ecclesiastical abstention doctrine bars the Court from exercising subject matter jurisdiction over the claims asserted in Plaintiffs’ Complaint for Injunctive Relief and Damages. Upon consideration, the Court finds *Napolitano v. St. Joseph Catholic Church*, 308 So. 3d 274, 277 (Fla. 5th DCA 2020), and similar cases cited therein, to be persuasive and controlling on this issue.

17. As noted in *Napolitano*, the inquiry in applying the ecclesiastical abstention doctrine under Florida law “is whether this dispute is one of discipline, faith, internal organization, or ecclesiastical rule, custom, or law. If so, secular courts lack the authority to resolve the dispute.” *Napolitano*, 308 So. 3d at 279.¹

18. Here, the claims contained in the Complaint for Injunctive Relief and Damages depend on an alleged 99-year oral lease entered into between the Church and Plaintiff Swaney in 1994.

19. Adjudicating this case would require the Court to determine the validity of the 99-year oral lease by delving into matters of Canon Law, including an analysis and application of the Constitution and Canons of both The Episcopal Church and the Diocese of Southeast Florida. This would include inquiry into internal matters of church administration and governance.

20. Because the validity of the lease depends on the application of Canon law, the Court cannot adjudicate this case by relying on neutral principles of law.

¹ The Court acknowledges that unlike in this case, the parties in *Napolitano* filed competing expert affidavits regarding the application of Canon law.

21. Under *Napolitano* and similar decisions, this Court lacks subject matter jurisdiction over Plaintiffs' Complaint for Injunctive Relief and Damages.

For all of the foregoing reasons, it is thereupon

ORDERED AND ADJUDGED that:

- 1) Defendant's Motion to Dismiss for Lack of Subject Matter is hereby **GRANTED**; and
- 2) Plaintiffs' Complaint for Injunctive Relief and Damages is hereby **DISMISSED with prejudice**.

DONE AND ORDERED in Chambers in West Palm Beach, Palm Beach County, Florida.

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Bradley G. Harper, Circuit Judge
ADMINISTRATIVE OFFICE OF THE COURT

502022CA004634XXXMB 10/02/2023
Bradley G. Harper
Circuit Judge

Honorable Bradley Harper
Circuit Court Judge

Copies to:
All Counsel of Record

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