IN THE INTERESTS OF THE CHURCH

A Response to Life BPC's "Pastoral Announcement"

The Life Bible-Presbyterian Church (Life BPC) Weekly of 14 July 2013 (<u>http://lifebpc.com/index.php/church-weeklies-2013/618-14-july-2013</u>) contained this notice:

Pastoral Announcement:

During the ACM held on 28 Apr 2013, members were informed that the Life B-P Church ("the Church") may have to resort to the law to protect and guard the interests of the Church in dealing with FEBC. Regrettably, the Church has filed a Writ of Summons in the Subordinate Courts and served it on FEBC to seek recovery of a sum of S\$250,000.

As you are already aware, the Court of Appeal has ruled that FEBC is a separate and independent unincorporated association and not one of the Church's ministries.

FEBC had previously offered to pay the sum claimed as part of their obligation to contribute towards the past maintenance and upkeep of the premises at 9&9A Gilstead Road. While the Church was of the view that the amount offered by them is inadequate to reimburse the actual costs which the Church has incurred and is entitled to be reimbursed, the Church was prepared to accept the amount offered as an amicable compromise. However, despite our many requests, FEBC failed and refused to honour their commitment to make such payment. Therefore, the Church has, on the advice of our lawyers, decided that commencing legal proceedings against FEBC is necessary.

Please pray along with the Session that notwithstanding our filing of the Writ of Summons, this matter will be resolved expeditiously and amicably, without the need for adjudication by the Courts.

1 Corinthians 6:1-8

Can the Church really be protecting its interests if it institutes a lawsuit against fellow Christians? How about God's interests and His good name? What does God's Word say about Christians who sue fellow believers for money? 1 Corinthians 6:1-8 says, "Dare any of you, having a matter against another, go to law before the unjust, and not before the saints? Do ye not know that the saints shall judge the world? and if the world shall be judged by you, are ye unworthy to judge the smallest matters? Know ye not that we shall judge angels? how much more things that pertain to this life? If then ye have judgments of things pertaining to this life, set them to judge who are least

esteemed in the church. I speak to your shame. Is it so, that there is not a wise man among you? no, not one that shall be able to judge between his brethren? But brother goeth to law with brother, and that before the unbelievers. Now therefore there is utterly a fault among you, because ye go to law one with another. Why do ye not rather take wrong? why do ye not rather suffer yourselves to be defrauded? Nay, ye do wrong, and defraud, and that your brethren."

Life BPC's 1st Lawsuit

This is Life BPC's second lawsuit against FEBC. Despite preaching in its Weekly of 13 July 2008 that "1 Cor 6 teaches us not to take fellow Christians to court", Life BPC commenced its first lawsuit against FEBC on 15 September 2008. That lawsuit was to evict FEBC from her heritage and home at 9 & 9A Gilstead Road since its founding. FEBC had pleaded with the leaders of Life BPC not to do this quoting Proverbs 22:28, "*Remove not the ancient landmark, which thy fathers have set.*" But they were not moved. In a letter dated 2 July 2008, Life BPC threatened to commence legal action if FEBC fails to vacate the premises immediately.

Since all Charities are under the protection of the Attorney-General, FEBC applied to him to either commence appropriate proceedings himself or to grant permission to certain directors of the FEBC to seek the High Court's declaration that the lands at 9, 9A & 10 Gilstead Road were impressed with a charitable purpose trust for the benefit of both Life BPC and FEBC. Although Life BPC through its lawyers made representations twice to the Attorney-General not to accede to FEBC's request, permission was granted by the Attorney-General on 8 October 2008 to the three FEBC directors to do so and their originating summons filed on 6 January 2009 was consolidated with the suit commenced earlier by Life BPC to evict FEBC. The consolidated suit went all the way up to the Court of Appeal. On 26 April 2011, the apex court ruled that the two pieces of land, 9 & 9A Gilstead Road as well as 10 Gilstead Road, were held on trust for the joint benefit of FEBC and Life BPC.

Verbal Plenary Preservation (VPP)

What caused Life BPC to sue FEBC in the first place? It is because FEBC believes in the present perfection of the Holy Scriptures. FEBC believes that God has infallibly preserved His inspired Words in the original languages as promised in Psalm 12:6-7, Matthew 5:18, 24:35, and other like passages. As such, FEBC believes that the Holy Scriptures today are 100% infallible and inerrant, absolutely authentic and authoritative, and these Scriptures are the Hebrew and Greek Scriptures on which the good old Authorised Version or the King James Version (KJV) is based. This is opposed to the modern versions which are based on the corrupt manuscripts and texts of Westcott and Hort and the modern textual critics.

Why do the pastors and leaders of Life BPC reject the present perfection of the Scriptures? It is because despite believing in the divine inspiration of the Scriptures, they do not believe that the same inspired Scriptures have been infallibly preserved. As such, they believe that the Bible was perfect in the past, but it is not so perfect today as it contains some mistakes. For example, they claim scribal errors in 2 Kings 8:26/2 Chronicles 22:2, 2 Kings 24:8/2 Chronicles 36:9, 2 Samuel 8:4/1 Chronicles 18:4, 1 Kings 7:16/2 Kings 25:17, and Judges 18:30.

The Faculty and Board of FEBC, on the other hand, deny that there are any errors in the Bible. An admission of errors in the Bible undermines the very foundations of the Gospel of Jesus Christ and the historic Christian Faith. It goes against what the Lord Jesus Himself said in Matthew 5:18, "For verily I say unto you, Till heaven and earth pass, one jot or one tittle shall in no wise pass from the law, till all be fulfilled", the very proof text the Westminster Divines used to affirm the present perfection and supreme authority of the Holy Scriptures in the Westminster Confession of Faith of 1646, "The Old Testament in Hebrew … and the New Testament in Greek … being immediately inspired by God, and by his singular care and providence kept pure in all ages, are therefore authentical; so as in all controversies of religion the Church is finally to appeal unto them." (Chap I, para 8).

Symbiosis

Although not apparent in Life BPC's "pastoral announcement", the High Court Judge ruled that FEBC "was not a ministry of the Church but was an independent organization which the law recognizes as an unincorporated association". The Court of Appeal accepted this and opined: "… we do not think that there is any basis to seriously argue that the College is a ministry of the Church."

FEBC was founded as an independent institution free from ecclesiastical control and functioned as such since the day it started. Although Life BPC and FEBC are independent and separate entities, they had a symbiotic and mutually beneficial relationship from the outset. Life BPC willingly supported FEBC and FEBC likewise supported the Church. The symbiotic relationship broke down when Life BPC opposed FEBC's belief and defence of VPP which was also held and upheld by the Rev Dr Timothy Tow who was Life BPC's founding pastor and FEBC's founding principal (see Pastor Tow's article, "Reformation into the 21st Century", in Life BPC's publication, *50 Years Building His Kingdom*, pp 84-85). FEBC's defence of VPP was meant to undergird the KJV which Life BPC has upheld as the "very Word of God". It is baffling why FEBC's championing of the infallibility and inerrancy of the Hebrew and Greek Scriptures underlying the KJV should be so detested by a church which claims to love the KJV. Anyway, Life BPC's attack on FEBC

and incessant lambasting of their founding pastor at Session meetings eventually led to the latter's resignation as its pastor in 2003 after 53 years of faithful service. Life BPC subsequently sought to evict FEBC.

FEBC's Contribution

Life BPC's allegation that FEBC is under a legal obligation to contribute to the maintenance and upkeep of the premises at Gilstead Road is without basis. FEBC from its inception has used the premises at Gilstead Road without charge. Life BPC had provided regular financial assistance to FEBC. FEBC had likewise contributed to Life BPC, with students maintaining the cleanliness of the grounds and FEBC contributing financially, including extending to it in 2001 an interest-free loan of \$200,000 which was returned only in 2007. The use of FEBC's name also brought in substantial funds for land purchases and building projects which have benefitted Life BPC.

On 17 July 2007, Life BPC wrote to FEBC saying that it no longer sees the College as a ministry it wants to support. In view of this, FEBC felt that it should then contribute to its share of utilities. On 3 August 2007, FEBC wrote a cheque of \$205,000, with \$200,000 meant as a lump sum contribution to past utilities, and \$5,000 as the first monthly sum of the College's voluntary contribution towards the utility and maintenance of the property at 9 & 9A Gilstead Road as co-user.

However, on 28 January 2008, Life BPC returned all of FEBC's five cheques (totaling \$225,000) and told FEBC not to tender any further cheques as it was "prepared to let the College occupy the Premises free of charge for this extended period." Later, on 15 September 2008, Life BPC commenced a lawsuit to evict FEBC from 9 & 9A Gilstead Road. Having failed in its first suit, Life BPC now sues FEBC for \$250,000, which includes the sum of \$225,000 they had on their own accord given back to FEBC in 2008.

Threats and 2nd Lawsuit

Contrary to Life BPC's "pastoral announcement", there was no indication from Life BPC that it intended to accept an "amicable compromise". The letters from Life BPC's lawyers dated 25 January 2013, 4 February 2013 and 12 March 2013 contained no unambiguous or amicable offer "to accept the sum previously tendered". As a matter of fact, the letters were not written in the form of a request, but a demand coupled with threats of legal action.

While there is no basis for Life BPC's demands, the FEBC Directors have attempted to resolve the matter amicably with Life BPC, but this has been rejected by Life BPC. Life BPC eventually filed its new suit against FEBC on 27 June 2013.