

Shirley M. Jones  
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CHAMBERS 3, PAGE 16, CHANCERY COURT, BRADLEY COUNTY, TENNESSEE

CHURCH OF GOD,  
(H. L. Chesser, Zeno C. Tharp, et al)

VS.

THE TOMLINSON CHURCH OF GOD or  
CHURCH OF GOD OF PROPHECY  
(M. A. Tomlinson, J. R. Kinser, et al)

No. 1891  
IN THE CHANCERY COURT  
BRADLEY COUNTY,  
CLEVELAND, TENNESSEE

D E C R E E

This cause came on to be heard before the Honorable Glenn W. Woodlee, Chancellor, at Chambers at Dayton, Tennessee, on this 5th day of March, 1953, by agreement of the parties on the entire record in the cause, argument and stipulations of Solicitors for the parties; from all of which it satisfactorily appears to the Court:

That by decree entered in this cause on April 8, 1929, the defendants were ordered to use the TOMLINSON CHURCH OF GOD to designate their Church organization; and, by decree entered in 1939 in this cause, the defendants were granted the right to petition this Court for another and different name using the words CHURCH OF GOD with distinctive and suitable prefix or suffix; and, by decree entered in this cause on May 2, 1952, the defendant group was given the right to use the name CHURCH OF GOD OF PROPHECY in the place and stead of the name TOMLINSON CHURCH OF GOD, provided the said name be used by said defendants at all times and in its entirety in all their secular relations, such right to use the name CHURCH OF GOD OF PROPHECY being granted as alternative relief and not by way of modifying the former decree of this cause, providing further that the defendants should, on or before August 1, 1952, report in writing to the Court what steps they have taken to carry out and abide by said decree. It further appears to the Court that on June 12, 1952, pursuant to said decree of May 2, 1952, the defendants filed a written Report to the Court,

setting out fully what steps they had taken to abide by said decree, and they had caused to be executed a Correction Deed or Instrument for the purpose of having the same recorded in every county of the United States, and in foreign countries, wherever the defendant owns property, and such instruments had been filed of record showing title to defendants' property was in the name of the CHURCH OF GOD OF PROPHECY AND defendant has adopted and has been using a deed form for its properties in which the defendant organization is designated as the CHURCH OF GOD OF PROPHECY; and, that all signs heretofore designating defendant organization have been removed from all churches in Tennessee, other states and in foreign countries and have been replaced by signs designating said buildings as the properties of the CHURCH OF GOD OF PROPHECY; that listings in telephone directories and other directories throughout the various states and foreign countries have been changed to designate the defendant organization the CHURCH OF GOD OF PROPHECY, and that defendants have fully identified themselves, in all their business affairs and transactions as the CHURCH OF GOD OF PROPHECY, all as set out in said Report; and that the defendants have in said Report abandoned any right which they may have to the name TOMLINSON CHURCH OF GOD and have chosen to accept the alternative relief granted by the decree of May 2, 1952, and have been using the name CHURCH OF GOD OF PROPHECY at all times in its entirety in all their secular relations.

It further appears to the Court that no exceptions have been filed to said report and the defendant group has fully complied with the decree of May 2, 1952, and has adopted and is using the name CHURCH OF GOD OF PROPHECY in its entirety in all their secular affairs, and said Report should therefore be confirmed by the Court, and defendants should be permitted to abandon the name TOMLINSON CHURCH OF GOD and continue to use in the place and stead thereof the name CHURCH OF GOD OF PROPHECY to designate their organization from all others, and by consent of parties the decree of April 8, 1929, should be

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modified so as to eliminate the words TOMLINSON CHURCH OF GOD wherever they appear in said decree and substitute therefor and in lieu thereof the words CHURCH OF GOD OF PROPHECY.

It further appears to the Court that the defendants are not now in contempt of this Court nor are they violating any of its orders; and it further appears from statements of solicitors, that the parties have agreed that the injunctions numbered One (1) through Six (6) inclusive, as set out in the decree entered in this cause on May 2, 1952, may be made perpetual and permanent with the intent that complainants will not be obligated to revive said injunctions nor have them repronounced periodically in order to keep them in full force and effect. It further appears from the statements of Solicitors that defendants have agreed to pay, and the complainants have agreed to accept the sum of \$2500.00, said sum being nominal and only a portion of complainants' legal expense, in full, final and complete compromise and settlement of all money controversies and claims for damages which complainants have, may have, or claim against the defendants and their organization for any reason whatsoever.

Now therefore, be it ordered, adjudged and decreed by the Court that the Report of the defendants, M. A. Tomlinson, J. R. Kinser, C. T. Davidson, D. H. Queener, and C. R. Payne, as individuals and as officials of the defendant church, be and the same is hereby confirmed, and it is accordingly ordered, adjudged and decreed that said name CHURCH OF GOD OF PROPHECY be and the same is hereby assented, approved and decreed to be the official name and title of the defendant church organization formerly presided over by A. J. Tomlinson as General Overseer and at present presided over by M. A. Tomlinson as General Overseer.

It is further ordered, adjudged and decreed that defendants and those standing with them be and are hereby granted the right and privilege of, and are required and strictly enjoined to use and employ the said name, CHURCH OF GOD OF PROPHECY, in all matters, transactions and dealings relating to the said organization in its secular

affairs.

It is further ordered, adjudged and decreed by the Court by consent of the parties that the decree entered in this cause on April 8, 1929, be and the same is hereby modified by eliminating therefrom the words "TOMLINSON CHURCH OF GOD" wherever they appear and substituting in lieu thereof the words "CHURCH OF GOD OF PROPHECY."

It is further ordered, adjudged and decreed by the Court that the defendants be and are hereby released from any charge of contempt of this Court.

It is further ordered, adjudged and decreed by the Court that the decree of May 2, 1952, directing "that the defendants, acting individually or in concert, either in their persons or through agents, servants, contractors or persons whom they may instigate, persuade or influence to such acts, are hereby enjoined and required forthwith to cease and desist from doing or causing to be done any of the following acts:

(1) Maintaining uncorrected in the Register's office of any county in the United States the record of a conveyance of real estate appearing to evidence that the Church of God has conveyed to trustees of any association of which M. A. Tomlinson is General Overseer real property described in such document, thereby keeping upon the public records a cloud upon the title of the real estate held by or for the Church of God.

"(2) Maintaining signs using any appellation to designate the association of persons for whom the defendants are acting except the appellation "CHURCH OF GOD OF PROPHECY," and in particular from maintaining signs carrying the words "Church of God World Capital" or "Church of God, M. A. Tomlinson, General Overseer," to designate the activities of the association of which M. A. Tomlinson is Overseer.

"(3) Maintaining telephone or City directory listing not in accordance with this decree.

"(4) Selling, distributing or displaying for sale any publication or postcard, including any heretofore issued and placed in the hands of agents for sale, which indicate that they are issued by the Church of God or are published otherwise than in accord with the provisions of this decree.

"(5) Causing advertisements, news stories, or other articles to be published in the Cleveland Daily Banner, or any other newspapers or magazines, or causing any oral utterance to be made over any radio station except in the name "CHURCH OF GOD OF PROPHECY".

"(6) Using stationery, envelopes, checks, or other printed or written matter referring to the association over which the defendant Tomlinson is Overseer as the "Church of God," or by any name other than "Church of God of Prophecy."

is by agreement of the parties made perpetual and permanent with the intent and purpose that Complainants will not be obligated to revive said injunction nor have them repronounced periodically in order to keep them in full force and effect.

It is further ordered, adjudged and decreed by the Court that way of compromise settlement, as agreed to by the parties in open Court, of all claims for damages or money controversies which the complainants have or may have or claim against the defendants, the complainants shall have and recover of the defendants, jointly and severally, the sum of \$2500.00, for which execution is awarded.

The costs of the cause shall be divided equally between the parties, the complainants paying one-half thereof and the defendants paying one-half thereof, for all of which execution may issue.

Upon the satisfaction of said judgment and costs, the Clerk and Master is directed to repay to the respective parties any cash bonds which the parties may have deposited, and especially, the \$50,000.00 bond which the defendants deposited in cash with the Clerk, and in the event the said judgment and costs have not been

paid into Court within thirty days after the entry of this order, than the Clerk and Master is directed to withhold a sufficiency of the monies in his hands, which may have been deposited by the party in default as cash or bonds, to pay said judgment or costs, and to pay over the balance of such bonds to the respective parties and take their receipt therefor.

Enter this 5th day of March, 1953.

(Signed) G. W. WOODLEE  
CHANCELLOR

O.K.

Mayfield & Mayfield  
For Com plainants  
Church of God and individuals named

Daniel Duke  
For Defendants  
Church of God of Prophecy and individuals named

Virgil F. Carmichael  
For Defendants

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 1/12/54  
5/12/54 1954  
RECORDED & \$       MTG. TAX  
& \$       DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.  
Conrad M. Fowler  
JUDGE OF PROBATE

STATE OF TENNESSEE  
COUNTY OF BRADLEY

I, R. H. TUCKER Clerk and Master of the Chancery Court of said County, do hereby certify that the foregoing is a true and perfect copy of the Decree of the Court as same appears of record in my office in Record Book No. 3, Page 123

Witness my hand and official seal, at office, in Cleveland, Tennessee, this 27 day of April 1954  
Bradley County, Tennessee.

R. H. Tucker  
Clerk & Master

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