

STATE OF INDIANA

IN THE DELAWARE CIRCUIT COURT
NO. 1

DELAWARE COUNTY

TRUSTEES OF MT. OLIVE
CHURCH OF GOD IN CHRIST,
Plaintiffs/Counterdefendants,

CAUSE NO. 18C01-1203-CT-0014

v.

MICHIGAN WESTERN JURISDICTION
OF CHURCH OF GOD IN CHRIST, INC.,
BISHOP NATHANIEL WELLS, JR.,
MIKE CHAMPION (a/k/a VICTOR CHAMPION),
Defendants/Counterplaintiffs.

**FINDINGS OF FACT, CONCLUSIONS
THEREON, AND JUDGMENT**

Plaintiffs/Counterdefendants, Trustees of Mt. Olive Church of God in Christ, appeared by counsel, Anthony J. Oliveira; Defendant, Michigan Western Jurisdiction of Church of God in Christ, Inc., appeared by counsel, David Paul Allen; Defendants, Bishop Nathaniel Wells, Jr., and Mike Champion a/k/a Victor Champion, appeared in person and by counsel, David Paul Allen; all for trial on July 30 and 31, 2012.

Evidence was heard and concluded. Argument was held and concluded.

While the parties were making their final arguments in the courtroom on July 31, 2012, the Indiana Supreme Court issued its opinion in *Presbytery of Ohio Valley, Inc., et al., v. OPC, Inc., et al.*, No. 82S02-1105-MF-314.

The Court requested further briefing from counsel as to the impact the *Presbytery* ruling has in this case. Counsel filed briefs, which the Court has considered. The Court now issues the following findings of fact, and conclusions thereon:

I. Procedural Background.

1. This case commenced on March 9, 2012, when Plaintiff, Trustees of Mt. Olive Church of God in Christ (the "Trustees"), filed a Complaint and Motion for Preliminary Injunction. On April 2, 2012, Defendants filed an Answer and Counterclaim. Defendants also filed a Trial Rule 65(C) Motion for Damages for Wrongful Injunction.
2. At trial, the Court asked questions concerning who the actual Plaintiffs were. Defendants agreed that at least Dorothy Branson (also referred to as "Mother Branson") and David Branson were proper plaintiffs.

3. Defendants do not dispute standing. Mother Branson signed the Complaint under oath, asserting she was a Trustee at that time. David Branson testified that he was a Trustee at the time the action was filed. Defendants accepted these statements and indicated these individuals had standing to bring this suit.
4. The Court will refer to the Defendants as "COGIC" (the Church of God in Christ). COGIC is the "Mother Church," the national organization claiming a trust over the real estate located in Delaware County, Indiana.
5. Plaintiffs did not directly place title to the disputed real estate at issue in their Complaint. Plaintiffs alleged various claims related to criminal activities, including theft, criminal mischief, conversion, trespass, burglary, and residential entry. Plaintiffs did allege in Paragraph One that they owned certain real estate in Muncie, Delaware County, Indiana, specifically: the premises and land described as 821 South Hackley Street and 815 South Hackley Street but did not request a declaratory judgment as to the title to the real estate.
6. COGIC placed the title to the real estate at issue in its Answer to Complaint and Counterclaim, filed on April 2, 2012. COGIC claimed that it held title to the real estate and sought a judgment from this Court to that effect. COGIC also alleged Plaintiffs had removed church fixtures from the real estate.

**II. The Indiana Supreme Court Decision
and its Effect on this Case.**

7. Following the *Presbytery* decision, the parties agreed this court has subject matter jurisdiction over this dispute.
8. *Presbytery* held the "neutral principles" approach applies in Indiana (Slip Opinion at page 7): "[W]e adopt the neutral-principles-of-law approach for settling property disputes between religious organizations in Indiana." (The parties in this case had stated at trial that they believed this was the proper approach and tried the case under the assumption that the Indiana Supreme Court would adopt the "neutral principles" approach.)
9. In *Presbytery* and in this case, the Mother Church had placed in its constitutional documents a "held in trust" clause, which basically states that the Local Church holds all real estate in trust for the use and benefit of the Mother Church.

10. The Supreme Court stated, on Page 7, in Footnote 7:

Some state courts have apparently read *Jones* as an affirmative rule requiring the imposition of a trust whenever the denominational church organization enshrines such language [the “held in trust” clause] in its constitution. . . . We do not understand *Jones* as creating such a rule. . . . [U]nder Indiana trust law, whether under an express or implied trust theory, the intent of the owner (settlor) to create a trust must be demonstrated. . . . Thus, under Indiana law, a claim of trust by the purported beneficiary (e.g., insertion of a trust clause into a denominational church organization’s constitution), without indicia of intent on the part of the owner (settlor), is insufficient to impose a trust.

11. The burden of proof is on COGIC, as the party seeking to impose the trust. “As with express trusts, the settlor’s intent is crucial to the resulting trust analysis.” Slip Opinion, page 10.
12. The Court disagrees, in part, with Plaintiffs’ interpretation of the *Presbytery* case. Plaintiffs argued (Brief, page 3), “*Presbytery* established that in order for implied trust to exist an express trust must have existed and failed.” Plaintiffs are apparently reading from Page 10 of the Slip Opinion in *Presbytery*. That language says (first full paragraph): (1) where an express trust *fails in whole or in part*. It does not say that an express trust *existed and failed*.
13. Defendants concede, after *Presbytery*, they cannot claim an express trust over the Delaware County real estate. Defendants assert they have an implied or resulting trust over the local real estate. The Court agrees with and adopts COGIC’s reading, i.e., even if an express trust does not exist, COGIC can assert an implied trust over the real estate. In *Presbytery*, the Indiana Supreme Court found no express trust existed as a matter of law but went on to analyze the implied trust issue.¹
14. In *Presbytery*, the “Mother Church” and the “Local Church” had doctrinal disputes, which resulted in the Local Church’s request for release from membership in the Mother Church. The Mother Church agreed to the release but sought ownership of the church building and real estate and bank accounts. The Mother Church filed a lawsuit against the Local Church.

¹ The Supreme Court reversed summary judgment in *Presbytery* and remanded the case to the trial court to resolve the implied trust issue after a trial.

**III. Facts Relating to the Local Church,
Mt. Olive Church of God in Christ.**

15. The case involves Eight (8) parcels of real estate, which the Court designates as follows:
- #1: Church parcel: Lot Number 35 in Galliher's Fourth Addition, with a street address of 821 South Hackley Street, Muncie, Indiana. In 1967, the Branson family² executed a Warranty Deed transferring their interest in this parcel to the Trustees of Mount Olive Temple, Church of God in Christ.
 - #2: Church parcel: Lot Number 34 in Galliher's Fourth Addition. On November 18, 1985, Mary Lowe executed a Warranty Deed conveying her interest in this parcel to Mt. Olive Church of God in Christ.
 - #3: Day Care parcel: Lot Number 24 in Maryville Addition. On July 16, 1999, Scott Moore, Jr. and Peggy Moore executed a Warranty Deed conveying their interest in this parcel to Mount Olive Church of God in Christ.
 - #4: Day Care parcel: Lot Number 19 in Marysville³ Addition. On July 15, 1996, the Industry Neighborhood Council, Inc., conveyed its interest in the parcel to Mount Olive Church of God in Christ.
 - #5: Day Care parcel: Lot Number 30 in Marysville's Addition. On August 17, 2001, Benny McCoy conveyed all his interest in the parcel to the Trustees of the Mt. Olive Church of God in Christ.
 - #6: Day Care parcel: Lot Number 25 in Marysville addition, which is titled in the name of the Industry Neighborhood Council, a non-profit corporation. (This ruling will not affect title to this parcel, but the Court includes it to make the Day Care parcel complete.)
 - #7: Residence parcel—Lot Number 34 and the South Half of Lot Number 33 in Galliher's Fourth Addition, with a street address of 815 South Hackley Street, Muncie, Indiana. Sent Fields and Melba Howard conveyed their interest in this parcel to the Trustees of the Mt. Olive Church of God in Christ on April 12, 2001. The Church used the house on the parcel as a rental property to generate income for the Church.

² The Grantors on the Warranty Deed are: Jesse Branson, Sr.; Alberta Branson; Jessie Branson, Jr.; Dorothy Branson; John Branson; Essie Mae Branson; Robert Branson; and Eliza Branson.

³ The deeds for the Day Care Parcels use three different spellings: Maryville; Marysville; and Marysville's.

#8: Wolf Street parcel—Lot Number 6 in Sarah M. Mock's First Addition to the City of Muncie, with a street address of 900 South Wolf Street, Muncie, Indiana, conveyed by a Warranty Deed dated October 17, 1985, to Mt. Olive Church of God in Christ.

The parties did not dispute that all the deeds referenced above were duly recorded and are valid and that at all relevant times, the real estate remained in the local church's name or the local church trustees' names.

16. Mount Olive Church of God in Christ ("Mt. Olive") was founded by the Branson family, and Jesse Branson ("Pastor Branson") served as Pastor for many years. Prior to 1967, the Branson family owned the real estate on which the Church sat (Parcel #1). Pastor Branson and other family members took out a mortgage to build the church building. The local church obtained title to several parcels of real estate, as set out in the above findings.
17. The parties did not dispute that the local church provided all financing for the real estate and the buildings on the real estate. COGIC did not contribute financially to the properties' purchase or maintenance.
18. Pastor Branson was ordained in the Church of God in Christ on March 30, 1956. (See Defendant's Exhibit I.) The Court finds at all times relevant to this action, Mt. Olive was affiliated with the National Church of God in Christ ("COGIC"). Pastor Branson was serving the Church under the ordination as a COGIC minister. Bishop Nathaniel Wells allowed Mt. Olive to transfer to his jurisdiction in 1998, without following the constitutional requirements. COGIC issued a membership certificate to Mt. Olive on March 26, 1998. (Plaintiff's Exhibit No. 2.) Since 1998, Mt. Olive has remained within Bishop Wells' jurisdiction.
19. To support the finding set out in above paragraph, the Court also notes it doesn't make any sense that Bishop Wells would allow a congregation to transfer to his jurisdiction from another jurisdiction if that congregation were not a COGIC congregation. It does not make any sense that the Church building would have imbedded in it the Seal of the National COGIC if it were not a COGIC member. Testimony also indicated records from the National COGIC were destroyed by fire and flood, and a certificate for Mt. Olive prior to 1998 could not be located.
20. In July, 2011, Pastor Branson passed away. Upon his death, Bishop Wells became the Pastor. He instructed Reverend Joseph Alford to go to Muncie as Administrator to mentor Pastor Branson's son, David Branson, to become an elder and then the church's pastor.

21. Bishop Wells made certain requests in a letter dated January 25, 2012 (Defendant's Exhibit D). On January 31, 2012, Mt. Olive requested, through Mother Dorothy Branson, "to withdraw from the Western Michigan Jurisdiction." (Defendant's Exhibit E.)
22. In response, Bishop Wells wrote a letter dated February 14, 2012, asking a fellow bishop, Donald Alford in South Bend, to accept Mt. Olive in a transfer. (Defendant's Exhibit F.)
23. Then Bishop Wells received a letter dated February 13, 2012 (but received after he wrote the February 14 letter) from other Mt. Olive members requesting that the Bishop *not* transfer them from the Western Michigan Jurisdiction. After receiving this letter, Bishop Wells and Reverend Alford talked and decided not to pursue a transfer.
24. On February 24, 2012, Bishop Wells appointed Victor B. Champion as Pastor of the Mt. Olive Church of God in Christ. (Defendant's Exhibit C.) He started his duties as Pastor on March 4, 2012.
25. Shortly after Reverend Champion was named Pastor, the Plaintiffs filed this action and requested injunctive relief.
26. The Little Lamb Day Care is a separate corporation, which operates a day care facility in a building located on Parcels #3, #4, #5, and #6 above. The issue in this case deals with the title to those parcels, not the ownership and management of the day care operation.

IV. Facts Related to the COGIC Constitutional Documents and the Deeds.

27. The Court has before it two sections from the COGIC Official Manual: Part I, the Constitution; and Part III A., the Local Church.⁴ The latter provisions at pp. 80-82 of the Official Manual are basically the same as the provisions in the Constitution at pages 14-17. The Court will quote from the Constitution, Part I, at Pages 15-16, Section 8 (from Plaintiff's Exhibit 3):

⁴ Plaintiffs' Exhibit 5 contains Amendments to the Constitution since 1952, and it appears some version of this language has existed in the Constitution since at least 1952, which is before Elder Branson's ordination as a Pastor in the Church of God in Christ.

Trustees of local unincorporated churches and their successors in office shall hold title to all real and personal property, for the use and benefit of the members of the Church of God in Christ with Section 9 hereinafter.

And from Section 9:

Real estate or other property may be acquired by the purchase, gift, devise, or otherwise, by local churches. Where real or personal property is acquired by deed, the instrument of conveyance shall contain the following clause, to-wit:

"The said property is held in trust for the use and benefit of members of the Church of God in Christ with National Headquarters in the City of Memphis, Shelby County, Tennessee, and subject to the Charter, Constitution, Laws and Doctrines of said Church, now in full force and effect, or as they may be hereafter amended, changed or modified by The General Assembly of said Church."

28. The fact that the deeds involved in this case do not contain the "held in trust" provision does not require the Court to find in Plaintiffs' favor. And the Indiana Supreme Court has stated (Footnote 7, Page 7 quoted above) the "held in trust" language is not sufficient by itself to impose a trust. This is only one factor for the Court to consider.
29. COGIC's witness, Bishop Enoch Perry III, who served as COGIC's General Counsel since 1993, testified COGIC knew local churches were not complying with the "held in trust" language requirement in the Constitution but did not take any steps to ensure compliance.

V. Analysis of the Facts Related to the Settlor's Intent as Set Out in the Presbytery Opinion.

30. *Presbytery* tells trial courts to consider the following in applying the neutral principles analysis: Indiana statutes; the language in the deeds; the local church charters or articles of incorporation; the "Mother Church" constitution; and "any other relevant and admissible evidence." The trial court must scrutinize these items "in purely secular terms."
31. In *Presbytery*, the trial court granted the Local Church's summary judgment motion and found no trust on its property, express or implied, existed in the Mother Church's favor. The Supreme Court agreed with the trial court's conclusion as to the express trust issue and affirmed partial summary judgment on the Mother Church's claim for an express trust over the real estate.

32. The *Presbytery* opinion then analyzed the claim for an implied trust and stated "the settlor's intent is crucial to the resulting trust analysis." (Page 15, at the end of the second full paragraph.) The evidence supporting the imposition of an implied trust was as follows: The Mother Church's intention to create a trust is supported by the "held in trust" language in its Book of Order. The Local Church's intent to create an implied trust was supported by the fact that the Local Church maintained its membership in the Mother Church for over twenty-five years after the Mother Church inserted the "held in trust" language in its constitution. The Local Church also amended its by-laws and recognized the Mother Church's constitution "as the authority for the governance of the church and its congregations." In 1994, the Local Church filed articles of incorporation with the Indiana Secretary of State including language that all church assets would become the Mother Church's property if the Local Church dissolved. In 1998, the Mother Church loaned \$65,000.00 in two separate loans to the Local Church, secured by mortgages on the local real estate.
33. In the *Presbytery* opinion, the Supreme Court mentioned also mentioned the following evidence in finding a fact issue existed: the Local Church did not mention property ownership in the by-laws; the Local Church built the church building; the property was conveyed by warranty deed to the Local Church and has been at all times titled and recorded in its name; the Local Church purchased the property entirely with monies donated to it or borrowed by it; and the Mother Church contributed no monies to the purchase.
34. Based upon all the above facts, the Supreme Court held an issue of fact existed and remanded the case to the Vanderburgh Circuit Court for a trial. The advantage in this case is, the parties held a trial and did not seek summary judgment. The disadvantage is, the Supreme Court gave no further guidance to the trial court as to how it should weigh the above facts.
35. In this case, COGIC agrees that judgment is appropriate on its claim for an express trust. The issue is whether COGIC has met its burden to show that an implied trust exists over the Mt. Olive property.

VI. Analysis of the Facts in the COGIC/Mt. Olive Dispute.

36. **The following facts support COGIC's argument that Mt. Olive Church intended to establish an implied trust over all local church property in Muncie, Delaware County, Indiana:**

COGIC's Constitution, page 14, under "Local Church," states: all members have to declare "their willingness to submit to and abide by the government" of COGIC. Therefore, by remaining members of COGIC for all these years,

Mt. Olive has indicated its intention to be bound by the Constitution and the rules in that document.

David Branson testified he and his family acknowledge that Bishop Wells is their Bishop and recognize his pastoral authority over them.

The language in each deed conveys the real estate to ***Mt. Olive Church of God in Christ***, thereby recognizing the relationship with the "Mother Church."

Pastor Branson was ordained into the COGIC in 1956. He affiliated his church with Bishop Hall prior to 1998 and participated in jurisdictional activities. Pastor Branson travelled to WMJ and personally requested Bishop Wells to accept Mt. Olive's transfer from Bishop Hall to Bishop Wells' jurisdiction. Bishop Wells accepted the transfer.

Until this dispute arose, Mt. Olive has always demonstrated its intention to follow the COGIC rules and constitution.

37. Facts that do not support COGIC's argument that Mt. Olive had the intent to establish an implied trust:

Mt. Olive has never enacted any by-laws binding them to COGIC or the COGIC constitution or any of the provisions related to real property set out above. (At least, no such by-laws were introduced into evidence, and no one testified as to any such by-laws.)

Mt. Olive is an unincorporated association, and no articles of incorporation or other legal document recognize the COGIC authority over them. Traditionally, unincorporated associations have had no capacity as an entity to own real estate. The remedy has been to title real estate in the name of the "trustees" and the "successors in office" in a representative capacity. Indiana Code 23-10-2-1 through 22 provides specifically for this power. Therefore, Mt. Olive held title or attempted to hold title at all times consistent with the way an unincorporated association holds title to real estate under Indiana law.

Mt. Olive has never obtained any financial benefit from its relationship with COGIC. Mt. Olive parishioners provided all the financial support for the purchase and maintenance of the church property.

Bishop Enoch Perry III, the COGIC general counsel since 1993, testified COGIC knew local churches were using deeds for transferring real estate which were not in compliance with the above provisions in the COGIC constitution but did not act to ensure compliance.

38. COGIC has the burden of proving the settlor, Mt. Olive Church of God in Christ, intended to create an implied trust. The Court finds COGIC has failed to meet its burden.

The Court finds several facts are especially critical in reaching this conclusion. First, although Mt. Olive had belonged to COGIC for a long time, since at least 1956, and had been subject to the "held in trust" clause for a long time, the evidence clearly establishes that Mt. Olive never stated anywhere in writing that it was binding itself to the COGIC Constitution.

Second, Mt. Olive had never stated (for example, in Articles of Incorporation) that church property could become COGIC property in the future. It does not appear from the pleadings or the Plaintiffs' evidence that they had ever considered that such a thing could happen (i.e., that COGIC could "own" their property).

Third, the Court considers Bishop Perry's testimony that COGIC *knew* local churches were holding title to property in a way inconsistent with the Constitution's "held in trust" clause but did not take steps to address the issue. This is significant to the Court because COGIC could have required all local churches to provide documentation for all real estate holdings, including copies of deeds, and to require compliance with the Constitution. Instead, COGIC relied on the "held in trust" language, which was a few sentences out of an extremely lengthy and complicated document.

COGIC did not present any evidence it made local churches aware of this clause's significance to their local church property and that by remaining a COGIC member, all local real estate was held in trust with COGIC.

The Court considered a lengthy series of questions by Mr. Oliveira to Bishop Perry beginning at the end of Bishop Perry's cross-examination, when Bishop Perry was explaining the Affidavit admitted as Plaintiff's Exhibit 10, in particular, Paragraph 7, which stated, "Local church property, both real and personal, is typically owned by the local churches" Bishop Perry explained one had to consider this statement in the context of the Cook County case in which COGIC had filed the Affidavit. The Court accepts Bishop Perry's explanation for Paragraph 7.

On the other hand, the Affidavit and the testimony concerning the Affidavit convinces this Court that the issues as to ownership of real estate and the "held in trust" language present challenges to lay church members to understand the concept related to the "held in trust" language. In one context, presented by the Cook County Affidavit, the Local Church "owns" its real estate. But in another context, as presented in this case, the Local Church "owns" the real estate in a trust relationship with COGIC. Lay church members would not be expected to understand the subtleties behind the

ownership of the local church property and the "held in trust" clause in various contexts.

This factor, in the Court's mind, again undercuts COGIC's argument that there was some clear intent in all parties' minds to hold local church property in a trust relationship for the national organization's benefit. If COGIC held this firm intent, it seems COGIC would be more proactive in protecting its rights under the Constitution to have at least an implied trust over local church property.

The Court also puts strong weight on the fact that COGIC never contributed financially to the Local Church in acquiring and maintaining its property. The evidence clearly established that Mt. Olive's founding members did *not* intend their hard work and financial contributions to the local church to become COGIC property at any time.

For all these reasons, the Court finds the unincorporated association known as the Mt. Olive Church of God in Christ, through its Trustees, owns the real estate at issue in Muncie, Delaware County, Indiana. COGIC has failed to carry its burden of proof that it has an implied trust over the real estate.

VII. Findings and Conclusions Regarding Pastoral Authority and Ultimate Disposition of this Case.

39. In the Church of God in Christ structure, the Pastor is the leader and chief executive and operating officer of the local church, placed there by the Bishop, and answering to the National COGIC. According to the Constitution, Article III, Part II, Section D, Part 1 (see Plaintiff's Exhibit 3, page 14), COGIC members are "willing. . . to submit to abide by the government of the Church of God In Christ."
40. Mt. Olive Church of God in Christ ("Mt. Olive") considers itself a member of the National Church of God in Christ and recognizes Bishop Nathaniel Wells as its Bishop; however, Trustee David Branson does not recognize the Pastor named by Bishop Wells to fill the vacancy created by his father's death. Under the Constitution of the National COGIC, this position cannot be upheld. Bishop Wells, as Bishop, appoints the Pastor, and so Reverend Champion is the Pastor of Mt. Olive.
41. Bishop Wells is the Jurisdictional Bishop of Mt. Olive and Pastor Champion is the Bishop's appointee to serve as pastor of Mt. Olive. Findings beyond this would invade the First Amendment's boundaries, which do not allow a court to resolve religious matters. Further rulings would require this court to resolve a religious controversy, and this court must defer resolution of this

controversy to the appropriate ecclesiastical body within the COGIC structure. See *Presbytery*, Page 8, Footnote 9.

42. Mt. Olive will have to determine, through the COGIC Constitution and procedures, whether to remain affiliated with COGIC, whether to seek transfer to a new bishop, whether to create an express trust for the church properties, etc. The Court cannot resolve these issues for Mt. Olive. All the Court is holding is that COGIC does not have an implied trust over the local church real estate.

VIII. Dissolving the Injunction.

43. The injunction previously entered by this Court is hereby dissolved. Based upon the above findings, the Court finds all remaining issues are matters related to local church governance.
44. The Local Church will have to resolve all these issues through church law, and the Court cannot interfere with these decisions.

IX. Findings and Conclusions on the Counterclaim.

45. Given the Court's findings in Paragraphs 39, 40, and 41, the Church Sign which was removed and locked in the day care center's back yard must be returned to the Church Building, reinstalled, and restored to its former condition, as per the Pastor's request.
46. The Court finds judgment should be entered in favor of Defendants as to the allegations in Defendants' Counterclaim.

X. Findings and Conclusions on COGIC's Trial Rule 65(C) Motion for Damages

47. The undersigned Judge left the State of Indiana on Thursday, March 1, 2012, to celebrate her twenty-fifth anniversary with her husband and did not return to the office until March 12, 2012. On March 9, 2012, the Civil Court Reporter in this Court left for vacation and did not return until March 19, 2012. I say this because when Plaintiffs filed this case on March 9, 2012, a Judge Pro Tem reviewed the paperwork, and the court staff present that day were not familiar with temporary restraining order/injunction practice.
48. The undersigned would not have held a hearing on a Preliminary Injunction request on the same day that the case was filed. The usual practice would be for service to be expedited to all defendants and a

hearing set within seven to ten days. I am also aware that Trial Rule 65(C) requires a party seeking an injunction to provide security in the event the injunction is later found wrongful. I usually require the party to post a cash bond with the Clerk in the amount of \$250 to \$500, depending on the case type.

49. The undersigned cannot tell from the CCS entries how notice was given for the Preliminary Injunction hearing. If I had been here, I would have considered this a Temporary Restraining Order request. If I had issued a TRO, I would have set it for hearing as soon as possible, because it would have expired under Trial Rule 65 after ten days.
50. In any event, the undersigned and her civil court reporter did not realize there was a potential problem in this case until on or about March 29, 2012, when Mr. Allen filed his Appearance and the Motion to Modify or Dissolve the Preliminary Injunction. The Court set the motions for hearing on April 4, 2012, when the case was already set for a review hearing.
51. After the hearing on April 4, 2012, the Court issued an Order Modifying Preliminary Injunction dated April 5, 2012.
52. At the bench trial in this matter, COGIC requested damages for the wrongful injunction being entered on March 9, 2012. As found above, the injunction was not properly entered. Plaintiffs did not post security as required by Trial Rule 65(C). Plaintiffs should pay damages to COGIC in the amount of \$500.00, representing the security they should have posted when obtaining the injunction on March 9, 2012, and representing attorney's fees incurred for the wrongful injunction. COGIC should bear the expense of attorney's fees above \$500.00. COGIC would have retained counsel to come to Muncie to litigate the issue anyway. The \$500.00 represents the amount reasonably expected to file the pleadings to set aside and brief the wrongful injunction.

XI. Judgment.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Court enters Judgment in favor of Plaintiffs and against Defendants as to the request for Declaratory Relief in the Defendants' Counterclaim. Defendants do not hold an express or implied trust over any real estate titled in the name of Mt. Olive Church of God in Christ or the named or unnamed trustees of Mt. Olive Church of God in Christ. Specifically, Defendants do not hold an express or implied trust over any of the following parcels of real estate:

- #1: Church parcel: Lot Number 35 in Galliher's Fourth Addition, with a street address of 821 South Hackley Street, Muncie, Indiana
- #2: Church parcel: Lot Number 34 in Galliher's Fourth Addition.
- #3: Day Care parcel: Lot Number 24 in Maryville Addition.
- #4: Day Care parcel: Lot Number 19 in Marysville Addition.
- #5: Day Care parcel: Lot Number 30 in Marysville's Addition.
- #7: Residence parcel—Lot Number 34 and the South Half of Lot Number 33 in Galliher's Fourth Addition, with a street address of 815 South Hackley Street, Muncie, Indiana
- #8: Wolf Street parcel—Lot Number 6 in Sarah M. Mock's First Addition to the City of Muncie, with a street address of 900 South Wolf Street, Muncie, Indiana.

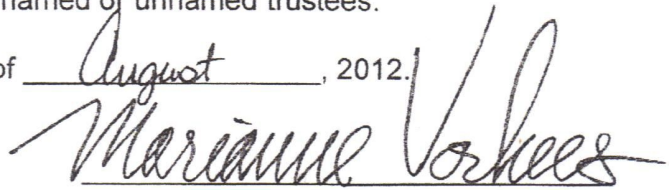
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court dissolves the Injunction previously entered in this case.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Court enters judgment in favor of Defendants, Michigan Western Jurisdiction of Church of God in Christ, Inc., Bishop Nathaniel Wells, Jr., and Victor Champion, and against Plaintiffs, Dorothy Branson and David Branson, in the amount of \$500.00, along with interest at the rate set out by Indiana until paid in full.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered in Defendants' favor as to the allegations in the Counterclaim. The Court ORDERS Plaintiffs to return the sign from the Church building, reinstall it, and restore it to its former condition within Ten (10) Days from the below date.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this judgment applies to all real estate within Delaware County, Indiana, titled to Mt. Olive (or Mt. Olive Temple) Church of God in Christ or to its named or unnamed trustees.

SO ORDERED this 24th day of August, 2012.


Judge, Delaware Circuit Court No. 1

Distribute to:

Anthony Oliveira
David Paul Allen