

National Bank made the loan secured by the mortgage mentioned in the Bill of Complaint partly on the personal request and credit of the said William C. Geesey, and that William Elmer Sittig became one of the Trustees by regular action of the congregation at a meeting held April 18, 1936; and, further answering said paragraph, these Respondents deny that Evelyn D. Becker, without authority and without calling any meeting of the congregation of Bethel Tabernacle, did announce during a church service that Bethel Tabernacle was going to withdraw its affiliation from the General Council Assemblies of God and that she did notify said Council of withdrawal without consent or authorization of the congregation, but say, and are ready to prove, that the withdrawal of affiliation with the General Council Assemblies of God was made after congregational action had on November 11, 1934, and after confirmation of this action following additional notice to the congregation on November 20, 1934, and at which congregational meeting the Plaintiff, J. Vernon Boone, and others were present to express disapproval and their votes were recorded as opposed to such withdrawal, but by a great majority, the congregational action was taken and, pursuant thereto, the General Council Assemblies of God, at Springfield, Missouri, was notified and the withdrawal approved by said Council by its letter of November 19, 1934.

5. That, further answering said fifth paragraph of the Bill of Complaint, these Respondents allege that J. Vernon Boone, Silas T. Rickerds and Marshall Bell, former Trustees of Bethel Tabernacle, withdrew from Bethel Tabernacle and, with other members associated with them, formed another congregation affiliated with the General Council Assemblies of God, rented a room on North Market Street between Third and Fourth Streets, and placed on the window a sign marked, "General Council Assemblies of God Church," where services were conducted during the months of January and February, 1935, and the same organization conducted church services through March in the old Methodist Church on East Church Street; and these Respondents further say that because of differences between the executives of the Potomac District of the General Council Assemblies of God and Evelyn D. Becker, Pastor, and Elizabeth A. Beylor, Evangelist, these persons decided to withdraw their affiliation with the General Council and so informed the congregation, stating that they would resign as Pastor and Evangelist because it would be irregular for them to serve the congregation after their lack of affiliation, but the congregation, by appropriate and regular action, voted to continue the said Evelyn D. Becker as Pastor and the said Elizabeth A. Beylor as Evangelist and to dissolve the affiliation with the General Council, appropriate congregational action having been taken, as aforesaid.

6. That these Respondents deny the allegations of the sixth paragraph of the Bill of Complaint and state that the deed made May 4, 1936, from the Trustees, William Elmer Sittig, William Layman and Elizabeth A. Beylor, to Evelyn D. Becker and Elizabeth A. Beylor, mentioned in the above Bill of Complaint, was made after congregational action authorizing said Trustees to make the conveyance aforesaid, and these Respondents allege and aver that said deed is regular and legal in every form and effective in law, and that, as the consideration for the conveyance, the Grantees therein agreed to assume and pay the mortgage indebtedness to the Fidelity Building & Loan Association thereon, and, further answering the said sixth paragraph and the seventh paragraph of the Bill of Complaint, these Respondents aver and allege that the personal property and furniture was delivered unto the said Evelyn D. Becker and Elizabeth A. Beylor by regular congregational action in lieu of adequate salary and in appreciation of services rendered, as will appear by reference to the records of the congregation and by committee reports made in writing.

7. That, answering the eighth paragraph of the Bill of Complaint, these Respondents admit that, as regularly elected and duly constituted Trustees of the Bethel Tabernacle, they have entered into a Contract of Sale for the sale of the real estate comprising the