

church property, and upon which the Tabernacle is erected, unto the Chesapeake Conference Association of Seventh Day Adventists, the said sale having been duly authorized by congregational action and a Contract of Sale having been entered into, and these Respondents hold the check and cash of the said organization in full payment thereof on the condition that deed be delivered to it conveying good and marketable title, and a deed to complete the sale is demanded by this purchaser.

8. That, pursuant to the sale aforesaid and congregational action, the activity of the congregation was discontinued on or about January 30, 1938, and the church building locked and electric service disconnected, and thereafter, without authority and contrary to the action of the congregation, the Complainants entered the church by forcing open windows and by changing the locks on the doors; and, although the affiliation with the General Council Assemblies of God had been dissolved in 1934, a Presbyter of this organization now conducts services in said church contrary to the rights of the present congregation, the Trustees and officials thereof; and these Respondents deny that they are causing any injury to Bethel Tabernacle or hampering any one duly authorized in the proper use thereof; and allege that J. Vernon Boone, Silas T. Rickerds and Marshall Bell are not Trustees of Bethel Tabernacle, that J. Vernon Boone, Silas T. Rickerds, Marshall Bell, Charles Masser and Katherine Klipp are not members of the congregation of Bethel Tabernacle; that they have not attended church services or taken communion therein for a period of more than two years, and that they have no authority under or in spite of the constitution and discipline of the General Council Assemblies of God to use the said property or to restrain or object to the conveyance thereof to the purchasers aforesaid.

9. That these Respondents deny, replying to the eleventh paragraph of the Bill of Complaint, that any of the transactions alleged in the Bill of Complaint are a part of or constitute a fraudulent scheme to deprive Bethel Tabernacle of its property or to obtain for their own use any of the real estate or personal property belonging to said Tabernacle, but aver and believe that the sale about to be consummated will be for the best interest of all parties concerned because it is a sale at adequate value and is one that will enable this voluntary organization to liquidate all its debts and to terminate its activity with credit and honor; and these Respondents further aver and allege that the Complainants have made no contributions to the affairs of the church for more than three years; that the congregation, continuing as an independent organization, has sacrificed constantly and unceasingly for the good of the church and have begged and labored with diligence to carry on the church affairs so that it might be an agency for the spreading of the Christian Gospel in the community, and in their activity have paid, upon the demand of Marshall Bell, an obligation of the church to him in the sum of Two Hundred Seventy-five Dollars (\$275.00); have reduced the mortgage debt by the sum of Four Hundred Fifty Dollars (\$450.00); and have paid other debts of the church incurred while associated with the General Council Assemblies of God, totaling approximately Six Hundred Dollars (\$600.00); and during the time of operation as an independent congregation have kept all expenses paid and the congregation maintained its regular church, school and prayer services.

10. That, answering the twelfth paragraph, these Respondents deny that there have been various objections to the alleged irregular acts of the Defendants, but repeat that the Plaintiffs attempted to form their own congregation as a part of the General Council Assemblies of God, that Marshall Bell, one of said Plaintiffs, collected money from the congregation, recognizing it to be legally obligated under the new and independent organization, that they have, instead of making objection, said nothing, permitting the congregation to continue to proceed in its regular way until the Contract of Sale was executed.