

should be a hearing with regard to the petition and the answer that we frame, the issues that ultimately would be before the Court. So that's my simple presentation and that's the request of the defendant in this case to the Court.

MR. HORGAN: I would just like to add, Your Honor, in the interest of the shortness of life, I think there are procedural paths we need to follow if you decide to proceed, but this transcript forwarded by Mr. DeForest is helpful and it reflects what you've indicated that you are not interested in engaging in ecclesiastical debates. And what we seem to have here based on the --

THE COURT: Not only am I not interested, I'm not capable of entering into that ecclesiastical debate.

MR. HORGAN: What we have here today entered into in October was a stipulation, court-approved, about the property. That's really what we should be talking about.

THE COURT: There's more in the stipulation than that. There's discussions of withdrawal and how parish churches can withdraw, how they go about it, delivering notice.

There's lots of things, terms of any disaffiliations. All these things are delineated here. Recognizing that creating -- as I said in the transcript, you create a parallel organization and stay in the church, in the buildings. Mr. DeForest's clients are concerned that you are using their facilities without having formally transferred them in title and are not affiliated with the Episcopal Church of North America which has title to the property. So, yeah, they are intertwined. The rightness or the wrongness of who's withdrawing and who's staying is irrelevant to me, but the fact that somebody is withdrawing is relevant because now you are in the facility that belongs to the Episcopal Church of North America and you are no longer affiliated with the Episcopal Church of North America. If that is discovered to be true, then you violated the terms of the consent order and there's a question whether the churches are evicted, will have to pay rent or some other remedy which Mr. DeForest's clients would have. Simply passing of title is not the only thing that violates the intent of this stipulation.