

integrity by the Act which he impugns, and his own pecuniary interests are, therefore, not affected by its provisions. But the appellant is not a mere annuitant, and his right to an annual allowance does not constitute his only connection with the fund. He is likewise one of the commutors, one of the persons by whom the fund was contributed for the purposes of the Act 22 Vict., cap 66, and in that capacity he has a plain interest, and consequent right, to insist that the fund shall be administered in strict accordance with law.

The second objection is derived from the resolutions in favor of union carried by the majority of the Synod of the Presbyterian Church of Canada in connection with the Church of Scotland on the 14th June, 1875. The Quebec Act 38 Vic., cap. 64, deals with the Temporalities Fund in conformity with these resolutions; and it is the contention of the respondents that the appellant is bound by the resolutions, and cannot, therefore, impeach the statute which gives effect to them. That is a startling proposition. If the Legislature of Quebec was incompetent to enact the statute of 1875, it is not easy to understand how the Synod could have power, either directly or indirectly, to validate that Act, or to set aside the enactments of 22 Vic., cap. 66. The respondents do not, indeed, allege that the Synod was possessed of legislative powers, but they assert that the majority, by resolving that the fund, settled under the Act 22 Vic., cap. 66, should in future be administered according to a scheme inconsistent with the provisions of that Act, bound all its members to acquiesce in that new course of administration, and to abstain from enforcing the statute law of the land. It may be doubted whether a court of law would sustain such an obligation, even if it were expressly undertaken; but it is unnecessary to discuss that point, because their Lordships are of opinion that the respondents have failed to establish that the appellant, as a member of the Presbyterian Church in connection with the Church of Scotland, undertook any obligation to that effect.

Whether the appellant is bound, as alleged by the respondents, is, in this case, a question relating exclusively to civil rights, and must, therefore, be dealt with as matter of contract between him and the Synod or Church of which he was admittedly a member at the time the resolutions in favor of union were carried. In the case of a non-established Presbyterian Church, its constitution, or, in other words, the terms of the contract under which its members are associated, are