

taken as granted, in regard to the remedy however, it is equally unquestionable that differences of opinion will arise, and probably are already in existence.

3.—The R. W. President, on behalf of the Board of Directors, proposes a remedy by means of a change of constitution, to the effect that the representatives of a deceased member, who, as the constitution now stands, will be entitled to receive the sum of *one dollar* for each member, that at the time such death occurred, appears entered upon the books of the Association as a regular paying member, shall then *only* receive the sum of *eighty cents* for every such member, or in other words that the claims shall be reduced 20 per cent.; that for every one hundred dollars which they now have a right to claim they shall only be entitled to receive eighty dollars.

4.—It is true that the 20th and last clause of the constitution provides for a mode of amending the constitution, but the proposition above referred to is *not merely an amendment* to the constitution, but a *complete change of its most vital part* of the very foundation upon which the Association was formed, the very foundation of the contract between the Association on the one part, and the individual member on the other part, and whereupon that individual member joined the Association; it moreover forms a vital and integral part of the declaration whereupon this Association became incorporated, and any change therein would necessarily extinguish the Association as an incorporation under that declaration.

5.—It is true that as a general rule, the majority decides, and that a decision of a majority carries legality in its train; but it is equally true that there is a limit to the ruling of a majority, and that in every state, government, corporation, association, society or even family, the wishes, desires, wills or notions of the majority cannot be carried out, made law, and put into force at the expense, to the injury and against the will and consent of the minority or the individual; if such wishes, desires, wills or notions interfere with the vested *personal* rights of those who compose the opposing minority or individual.

6.—It is true, that when men first formed themselves into society as a tribe or state for mutual protection and assistance, each individual had to sacrifice certain of his personal and individual rights, which as a perfect free man, living isolated from other men he could enjoy; in like manner has every individual who joins a society or an association to forego certain liberties and privileges, which he might enjoy before he joined that society, and in consideration of which sacrifice of personal liberties and privileges, he expects to reap certain liberties and privileges as a member of that society, both of which however, were plainly and distinctly stipulated before he joined, and they formed the basis of the contract; the one party cannot without the consent, concurrence and full approbation of the other of the contracting parties, abrogate, change, annul or violate any of the liberties and privileges guaranteed to the individual when he joined the society, nor decrease or lessen his personal liberties and privileges. It is not the majority that can decide in such a matter, in fact there is no majority or minority in existence, where the rights of an individual member of a society are to be abrogated contrary to the terms of the contract upon which he became a member of that society, in such a case, there are only two parties, who upon reciprocal principles and upon a mutual basis have entered into a contract, and though the one party may be numerically greater than the other who is only an individual, yet both have equal rights, and without the consent of the other no change in the contract can be made.

7.—This is precisely the position of every member of the Association towards the Association as a body. The individual before he became a member of that Association, was informed by its constitution upon what terms only he could become a member and what, in consideration of the fulfillment of those terms, he had a right to demand from the Association; he accepted the conditions, fulfilled his part of the contract, and claims as a right, not as a favor, but as an indisputable privilege and right, the fulfillment of the Association's part of the contract. The money guaranteed to that member or his representatives by virtue of the policy, is his or their *private property*, vested in them by a legal document, and the Association has in no manner or shape, a right to dispose thereof, or of any part of it. A vote on that subject is totally inadmissible, there being only two contracting parties, there can neither be a majority nor a minority, and though the one party is numerically greater than the other, the latter will in this case prove the stronger, for fortunate for him, we live in a country where the maxim "might over right" is discountenanced, and where rights, guaranteed privileges, and lawfully made contracts are under the protection of the strong arm of the law.

8.—The Board of Directors while submitting through their President, the scheme of a reduction of twenty per cent. as above referred to, state that they do so in order to give stability to the Association, and confidence to the present and prospective members, and no doubt they are sincere in what they say; but neither can there be a doubt,