

3. That by the commutation of the Clergy Reserves, the amounts thence arising became by Imperial and Provincial legislation the private property of the beneficiaries.

4. That the individual beneficiaries constituted the Temporalities' Fund a permanent Endowment for the Presbyterian Church of Canada, in connection with the Church of Scotland, the donors entirely divesting themselves of all right to resume the capital of the Fund or to revoke the Trust thus created.

5. That whilst the donors, by an express contract, became entitled to a life annuity from the *revenues* of the Temporalities' Fund, to be paid before any other claim could be admitted, they bound themselves down to give up their right to this annuity in case of, from any cause, severing their connection with the Church for whose benefit the Trust was constituted.

6. That, by the Act of Incorporation, the Trust was constituted for the benefit of the Presbyterian Church of Canada, in connection with the Church of Scotland, and not for the Ministers of that Church, but for the whole organization, those seceding from it, be they few or many, ceasing to have any claim to the benefit of the *revenues*, according to the terms of the contract, as recognized in the Act of Incorporation, and, therefore, *a fortiori*, incapable of taking possession of the *capital*.

7. That the Act of Incorporation provided that no inroad should be made on the Capital Fund, and that to meet additional claims arising from the extension of the Church, a supplementary fund should be raised, and, if necessary, annual subscriptions obtained.

8. That only the surplus of the revenues was to be applied to other purposes than the payment of the privileged beneficiaries, the whole income, if necessary, being secured for their annuities.

9. That the claim for any benefit from the revenues of the Fund was based entirely on the official connection of the recipients with the Church for whose benefit the Trust was created, the severance of that connection *ipso facto* involving the forfeiture of the benefit even in the case of the donors by whose money the Fund was constituted.

It follows, therefore, incontestably, that if the donors cannot revoke the Trust, still less can those who subsequently became entitled to a share of the benefits of the surplus revenues, on complying with the conditions of the Trust, and far less those who, belonging to other religious organizations, in no sense could pretend to claim any share in the Fund, or its revenues, and who had no *locus standi* before the Legislatures, to demand that the Capital of the Fund should be transferred to them and to those who by joining them had, in accordance with the terms of the Trust, ceased to have any right to enjoy the benefits thence derived, the words of the contract with the donors being, "that they shall cease to have any claim on, or be entitled to, any share of said Commutation Fund, whenever they shall cease to be Ministers in connection with the said Church."

In discussing the constitutionality of the Acts by which the properties of the Presbyterian Church of Canada, in connection with the Church of Scotland, and those of her congregations, were transferred to another religious organization, I shall confine myself to the Temporalities' Fund as a matter of convenience, although the same reasoning will apply to congregational properties, and in even a stronger sense to the Charter of Queen's College. Nor shall I touch upon the special disabilities of the Local Legislatures to deal with such subjects, leaving that more technical ground to be discussed in the Courts of Law.

It has been laid down by Mr. Justice Story, of the Supreme Court of the United States, "That unless a power be reserved for this purpose, the Crown cannot, in virtue of its prerogative, alter or amend the charter, or divest the corporation of any of its franchises, or add to them, or add to, or diminish, the number of the Trustees, or remove any of the members, or control the administration, or compel the incorporation to receive a new charter." He adds, that the corporation may forfeit its corporate franchises, by misuse or nonuse of them. Lord Mansfield says: "After forfeiture duly found, the