

act was obtained in Canada and Victoria, before the unions in those Colonies were effected; but it was represented that such an act might as readily and conveniently be obtained afterwards. At the same time that these legal minds were consulted on this subject, they were also consulted regarding the state of the title deeds of our churches in general, when the Committees were informed that many of the title deeds of our churches were utterly valueless, and it was recommended that steps should be taken to have their defects remedied.

Accordingly, at the meeting of Synod in 1861, a committee was appointed to attend to this business. This committee obtained a copy of the Canadian act, and submitted it together with the whole subject to the same legal gentlemen that had previously been consulted, who at once tendered their best assistance. In particular, the present Chief Justice prepared the draft of the present act, with the exception of the two last clauses. It provides against the two matters referred to, viz., any danger to the security of our congregational property from the union, and secondly, the defective nature of many of our title deeds. The first and second clauses provide, that *the same congregation* shall hold its property in connexion with the united body with the same powers that they had in their former connexion; and where its deed names either of the separate bodies it shall be construed as referring to the same congregation in connexion with the united body, or so soon as it shall be connected with it. These clauses, it will be seen, are carefully and cautiously worded. They do not interfere with any congregation which might not unite with the united body, and give no power over them, nor affect them in any way. They only protect those congregations now in connexion with the united body, or which may hereafter unite with it, in the enjoyment of their property. Nor do they give these congregations any powers which they did not possess before the union. They merely give them the same legal rights in the union that they had previously.

The third, fourth, and fifth clauses were introduced to remedy a variety of defects in the title deeds, and some such provision would have been necessary for the security of our congregational property, even if the union had not taken place. The third clause provides for those cases where there has been no provision made for the appointment of successors to the original Trustees. In this case the congregation being organized in a legal manner, is empowered to elect new Trustees. The fourth clause guards against any informality in the execution of the title deeds. Some of the deeds of our churches were found on examination, to be so informally executed as to be totally valueless in law. For example, one was shown having no seal to it. By this clause no defect of form in the execution of a deed will affect its validity. The fifth clause provides against a very common defect in our title deeds. A large number of them are simply to certain persons as trustees. Now these conveyances only give a life interest to the persons so named. They give no right beyond their life time. It is, therefore, in this clause provided, that where such a conveyance has been executed for the use of a congregation, it shall be deemed as giving a full title, although the heirs or successors of the trustees named are not mentioned. These last clauses are very similar to those in the Canadian act. It is well for congregations to observe however, that these provisions only extend to "conveyances heretofore executed." They will not remedy any defects in title deeds hereafter, and congregations in receiving such deeds, should see to have them executed in due form.

We certainly expected that an act so reasonable in its nature, and so carefully drawn up, would have readily passed. But the majority of the Com-