

McDonald and other persons, thirty in number, by deed, in which it was recited that the land had been purchased for a Presbyterian Church and Cemetery, and that the grantors had agreed to sell the land and church on the same terms and for the same use as they held them. The deed proceeded to convey to the said thirty persons in fee simple thirty-eight forty-fifths of the land and buildings (reserving seven forty-fifths to the grantors) to be held in common by the grantees, but as separate and sole owners of the pews on which their names were recorded on a plan annexed. The persons to whom the deed was given were then Presbyterians, and Mr. Crow was a minister of that Church, and after he ceased to officiate, a Mr. McLellan, who had been his colleague and succeeded him, officiated there until 1871. He was a regularly ordained minister of the Presbyterian Church, but about that time charges were preferred against him by his congregation. He first appealed to the Synod at Truro, but afterwards intimated that he had joined the Congregationalists, and was thereupon deposed, some of the congregation seceding with him. The plaintiffs, (as Presbyterians,) and the defendants, (as Congregationalists,) each party claiming the exclusive right to the lot of land and building;

*Held*, that the intention of the parties being clear and unequivocal, that the house of worship was to be for the use of Presbyterians, the Court must carry out that intention and could not recognize the right of the defendants, even if comprising a majority of the congregation to defeat such intention, though it might be otherwise if the congregation were unanimous.

*McDougall et al v. Hawes et al*..... 146

2. Caleb Putnam conveyed a lot of land to the persons named in the deed for the purpose of building a Presbyterian Church and for a burial ground, to hold to the said grantees for aforesaid purpose only.

*Held*, that even should the grantees unanimously concur in changing the use of the property from that of a Presbyterian Church, &c., such change could not be effected, but the property on being applied to other uses than those for which it had been conveyed, would revert.

*Douglas et al v. Hawes et al*..... 147

3. By letters patent in 1796, the school lands in the township of Cornwallis were granted to the then Rector and Wardens, and the Rector and Wardens for the time being of St. John's Church, Cornwallis, in trust for the use of the school or schools in Cornwallis, to have and to hold during their continuance in the said offices, respectively, for the convenience and benefit of all the inhabitants of said township; and in trust that all schools in the township furnished with teachers qualified agreeably to law, and contracted with for a term not less than a year, should be entitled to an equal portion of the rents and profits, provided such masters should receive, free of expense, such poor children as might be sent to them by the trustees. Down to 1873 the rents and profits were divided among all the schools of the township complying with the terms set out. After that date the funds were allowed to accumulate, until 1879, when the defendants, being trustees, proposed to appropriate the proceeds to the erection of a school house in a particular school section, on land which did not belong to the township, but of which the trustees expected to get a deed. The section, in which it was proposed to erect the school house, was twenty miles distant from one end of the township.

*Held*, that the lands were held subject to a trust for the benefit of all the schools complying with the terms, and that the proceeds must be divided among them all, and that the action was rightly brought in the name of the Attorney-General of the Province, and not of the Attorney-General of Canada.

*Attorney-General v. Azford et al*..... 429