

behalf of School Section No. 8. It remains to be seen how he and his associates of whom he seems to have been the chief and leader carried out their trust. No evidence was offered before me that the Bishop refused to have the deed in his name as requested by the committee. It is in evidence that the priest predicted that he would decline, but I have no means of knowing whether he did or not. What did happen is this: On the 28th day of January a deed was obtained from Philip Grouchy of a property in D'Escouse to Andrew Landry and his two associates, the consideration named being one dollar, and the deed itself conveying the land unconditionally to these men with no limitation or reservation whatever. The next day, January 29th, 1907, Andrew Landry and his colleagues conveyed the same property to the Mother Provincial of the Order of the Daughters of Jesus at Three Rivers. This deed is given for the consideration of one dollar, and conveys an absolute title in fee simple.

As early as August, 1907, only seven or eight months after this deed was given, the Sisters left D'Escouse and retired to Quebec. The majority of the people were quite in the dark as to the mode or form of conveyance, and the thing which most had been attempting to provide for, namely, the possible early departure of the Sisters, had come to pass, and it was expected that this property would revert to the section. When the matter began to be looked into it was found that on August 26th, 1907, Andrew Landry had obtained from the Order an absolute deed in fee simple of this property to himself, and on November 15th, 1907, he had given a mortgage to his brother Felix of this property for a consideration of \$700.

Thereupon the school trustees took action in this Court against the two Landrys seeking a declaration that this property belonged to the school section according to the trust in M. 5. If I had been trying this action my difficulties would have been considerably lessened. But strange to say, at a school meeting held in 1909 a resolution was adopted instructing, in effect, the school trustees to abandon the action. How or by what means such a resolution should have been secured I have no means before me of knowing, but the effect of it was that the trustees gave notice of discontinuance. Application was then made by a resident ratepayer, Morrison, to carry on the suit on behalf of the rate-