

call on the same and reinvest it, and the interest arising therefrom to pay and apply as follows: a sum not exceeding twelve pounds in and of, and for keeping up the repairs of the meeting house and the dwelling house and premises, to be occupied as aforesaid, by the Rev. Mr. Melvin, as before mentioned, and his successors for the time being in the ministry of the said Church, and the residue together with such rent as may from time to time remain after the necessary repairs, upon the property now occupied by the Reverend James Melvin, for and towards the support and maintenance of the Reverend Mr. Melvin, so long as he shall continue such Minister of the Congregational Church, and his successors in said office for the time being. It is my further will and desire, that the foregoing provisions shall extend to any other Congregational Church which may be erected in Liverpool by the members thereof, in case the present building be destroyed by fire, or other accident; and further more, this Trust is upon condition that whenever it shall be necessary to make choice of, or displace the Minister for such congregation, that the same be done by a majority of the members of the Church, and of such persons as shall have contributed for at least one year previous to such acts, for and towards the maintenance and support of the Minister, and have usually attended his public services for the same period. And I do hereby further order and direct, that when and so soon as either of my said trustees named for and behalf of the Temperance Hall, and for and behalf of the Congregational Church, respectively, shall happen to die, then the survivors, or the majority of them, do and shall forthwith nominate and appoint a successor to fill up such vacancy, in whom together with such survivors shall vest all the powers and authority appertaining to such trusts hereinbefore mentioned and expressed, and so from time to time as often as a vacancy shall arise, and for this purpose that a record shall be kept and preserved of all their proceedings touching the execution of said Trusts, and the appointments to fill such vacancies."

He subsequently added to it the following codicil:

I give the sum of four thousand pounds payable after the death of my wife to the Trustees, and for the uses hereinafter named, that is to say to the Chief Justice of the Province of Nova Scotia, and his successors in office, and to the Treasurer of said Province, and his successors in office, and to the Reverend James Melvin, while Minister of the Congregational Church at Liverpool, and his successors in the said office, and to William Sterns, William B. Taylor, Freeman Tupper, Esquires, and Mr. Nelson Freeman, and in case of the permanent absence, and of the death of either or any of the said last named four persons, then to the surviving and continuing trustee, and such person or persons as they or a majority of them shall from time to time nominate and appoint to supply any such vacancy or vacancies, in trust and to and for the uses and purposes following that is to say. To keep the said sum of four thousand pounds

securely invested upon interest to the the best advantage, and the interest dividends and produce thereof to pay and apply as follows, that is to say:

The sum of sixty pounds to the said named James Melvin while he remains Minister of the Congregational Church at Liverpool, and in case he should be incapacitated by age or ill health from preaching, eighty pounds annually and in the last mentioned case Eighty pounds annually to an assistant Minister of the said Church, so as such assistant shall be a preacher of the doctrines of the said Congregational Church, and shall conform to the articles and covenants of the same Church as now Established at Liverpool and after the said Mr. Melvin shall cease to be such Minister as aforesaid by death or otherwise then one hundred and twenty pounds annually to such Minister and Ministers as may from time to time be chosen by the members of the said Church, and shall faithfully serve in such office being preacher of the Doctrines of the said Congregational Church as at present held, and conforming to the articles and covenants thereof as now established. A further sum of twenty pounds for the support of a Sunday School in connection with the said Church, to be paid to the Minister, and such persons as shall be named by the said Church or a majority of them, and to be paid and expended annually in the purchase of books and tracts for the use of the said School.

And twenty-five pounds annually to the British and Foreign Bible Society in London, upon condition that one half the amount remitted shall annually be returned in Bibles and Testaments to the Queen's County Auxiliary Bible Society, for distribution by that Society.

And twenty-five pounds annually to Mrs. Ann Melvin, after the death of her husband, the said Rev. James Melvin, in case she shall survive him, during her widowhood.

And also, as much as may be required for keeping continually insured against fire and other accidents usually insured against, eight hundred pounds on the meeting house and four hundred pounds on the Minister's house of the said Congregational Church at Liverpool, and as may be required for keeping those buildings in repair.

And all or any the residue and remainder of the said interest, dividends, and produce of the said four thousand pounds, for and towards the educating one or more young men, from time to time, for the ministry in the said Congregational Church at Liverpool. It is my intention that these several annual provisions foregoing, shall be in addition to whatsoever may be given in my will, for the same or the like objects or uses."

This James Melvin is the Compt. At the instance of the Testator, he removed in 1836, to Liverpool, and took the pastoral charge of the Congregational Church there; which charge then and since has comprised persons holding Congregational principles, residing at Liverpool, Milton, Beach Meadows, and Herring Cove. Its Deacons were