

feet and six inches, together with all tenements and appurtenances to the said lots of land belonging, in whomsoever the legal title thereto may now be vested, shall be, and the same are hereby declared to be, vested in the trustees of Saint Andrew's church, in Halifax, their successors and assigns, for the use and benefit of such church and of the congregation; saving, however, to all purchasers or occupiers of the pews in such church, and to all tenants and occupiers of the several lots of land, or any part thereof, their respective present legal rights, of, in, and to the same.

7. All pew rents, other monies now due, or to become due, or in arrear to the church or congregation, shall be due and payable to the trustees of Saint Andrew's church, in Halifax, and shall be secured, sued for and recovered by them, for the use and benefit of the church or congregation, in the same manner as debts of the like amount are now sued for and recovered.

Pew rents and other monies due trustees, how recoverable.

8. The trustees, or any three of them, shall and may, from time to time, mortgage, lease, and apply, all or any of the lands and goods of the church for the use and benefit of such church, in such manner, and to and for such purposes, as by the congregation, by any rule to be made or resolution to be passed at regularly called meetings, as hereinbefore directed, may be ordered and required.

Leasing, mortgaging, &c., real estate.

9. Whenever any mortgage of such real estate shall be intended to be proposed to any meeting of the congregation, in addition to the notices required to be given of such meeting, by the rules of the congregation then in force, a printed notice of the intended mortgage shall be placed in every pew of the church, on the Sunday immediately previous to such meeting, before the commencement of morning service, as hereinbefore directed in respect to the rules of the congregation; and a declaration of such notices having been so placed, entered on the minutes of the meeting, shall be conclusive evidence of the fact, for all purposes whatsoever.

Notice of.

10. No lease of any lands to be made by the trustees, by virtue of this act, shall be valid or binding for any greater term than five years; and all leases shall be signed by the chairman of the trustees for the time being, under their direction.

Leases—term of, limited.

11. Nothing herein contained shall be construed to affect, alter, remit or defeat any rights of her majesty, or of any body corporate, or of any persons, except such only as are mentioned in this act, and those claiming under them, or any of them.

Rights of her majesty, individuals, &c., not affected.