ANNO QUINQUAGESIMO TERTIO

GEORGII III. REGIS.

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Cap. 100.

An Act for veſting certain Eſtates in the County of *Weſtmorland* in *James Adam* Eſquire, diſcharged of the Uſes of the Will of the Reverend *James Barker*, deceaſed; and for ſettling other Eſtates in lieu thereof, and for other Purpoſes.

[21ſt *May* 1813.]

WHEREAS *James Barker*, heretofore of *Thrandeſton* in the County of *Suffolk*, Clerk, deceaſed, by his laſt Will and Teſtament in Writing (without Date, and ſigned in the Preſence of Two Witneſſes), after reciting that he had a deſire to teſtify his Love to the Town of *Kirkham* in the County of *Lancaſter*, being the Place where he was born, and being willing to make ſome Addition or Augmentation to the yearly Stipend of the Maſter of the Free School of the ſame Town, and to make ſome Proviſion for an Exhibition to a poor Scholar of the ſaid Town, for his Maintenance at the Univerſity, and for the binding out of Apprentices in the ſaid Town; for effecting of the ſame the ſaid Teſtator did thereby declare, that his Will and Mind was and he did order and appoint, that his Executors thereafter named or the Survivor of them, or the Heirs of the ſaid Survivor, ſhould, as ſoon as conveniently might be after his deceaſe, treat or cauſe to be treated the Bailiffs and chief Burgeſſes of the ſaid Town of *Kirkham*, for and concerning the Purchaſe of Lands and Tenements of the yearly Value of Thirty Pounds *per Annum* or thereabouts, or of any other or greater Value, ſo as as that the Purchaſe Money ſhould not exceed Five hundred

Pounds; and ſuch Purchaſe being found out and agreed upon by the ſaid Bailiffs and chief Burgeſſes of *Kirkham* aforeſaid, in Common Council aſſembled, according to the Uſage and Cuſtom of the ſaid Town, the Teſtator's Will and Meaning was, that his ſaid Executors thereafter named or the Survivor of them, or the Heirs of the ſaid Survivor, ſhould contract for the ſaid Lands and Tenements, and ſhould pay or cauſe to be paid the Purchaſe Money for the ſame at ſuch Time and Times as ſhould be agreed upon by the ſaid Contract, and ſhould cauſe the ſame Lands or Tenements to be conveyed unto or ſettled upon Ten Perſons as Feoffees or Truſtees for the ſaid Town, the ſaid Perſons to be nominated by the ſaid Bailiffs and chief Burgeſſes of the ſaid Town in Common Council aſſembled, and agreed unto by his ſaid Executors or the Survivor of them, Three of the Truſtees or Feoffees to be of the Gentlemen of the Country inhabiting or dwelling near the ſaid Town of *Kirkham*, to and for the Uſes and Purpoſes thereinafter expreſſed and declared; (that is to ſay) to the Intent and Purpoſe that out of the Rents and Profits accruing and growing of and from the ſaid Lands and Tenements, there might be yearly paid to the Maſter of the Free School of *Kirkham* aforeſaid the Sum of Ten Pounds *per Annum* of lawful Money as an Augmentation to his Stipend, and for his better Encouragement to take Pains with the Scholars of the ſaid Town; and further, that out of the ſaid Profits there might and ſhould be yearly paid to ſuch poor Scholar of the ſaid Town as ſhould be then admitted in the Univerſity of *Cambridge*, the Sum of Twelve Pounds *per Annum* to be paid half-yearly, as an Exhibition or Allowance for his Maintenance in the ſaid Univerſity ſo long as he ſhould continue a Student there, and ſhould not have attained a Fellowſhip in the College to which he ſhould belong, the ſaid Exhibition to be and continue for ever to ſuch poor Scholar born in the ſaid Town and bred at and ſent from the Free School there to the Univerſity aforeſaid, as ſhould from Time to Time be thereunto nominated, elected, and choſen by ſuch Perſons or the major Part of them as ſhould then be Feoffees or Truſtees of the Lands and Tenements to be purchaſed as aforeſaid; and in caſe it ſhould happen that there ſhould not at any Time be a Scholar in the ſaid Univerſity qualified to receive the Exhibition aforeſaid, then his Will and Meaning was that the ſame, during ſuch Time only, ſhould be employed by the ſaid Feoffees and Truſtees for the binding out of Apprentices of the poor Children of the aforeſaid Town of *Kirkham*; and as to Five Pounds *per Annum* more of the yearly Profits and Revenues of the aforeſaid Lands and Tenements, the ſaid Teſtator did will and order that the ſame ſhould yearly and every Year be laid out and employed by the Truſtees or Feoffees aforeſaid for the Time being, for the binding out of One or Two poor Children of the ſaid Town, Apprentices to ſome Trade or Huſbandry, or otherwiſe as to the ſaid Feoffees or Truſtees, and the Bailiffs of the ſaid Town for the Time being, ſhould ſeem meet and convenient; and as to the Reſidue and Remainder of the Rents, Iſſues, Revenues, and Profits of the Lands and Tenements to be purchaſed as aforeſaid, the Teſtator's Will and Meaning was, that the ſame ſhould be laid out and diſpoſed by the ſaid Feoffees and Truſtees for the Time being upon a Dinner for the ſaid Feoffees, at ſuch ſet Time as they ſhould appoint in every Year when they ſhould meet together, and ſhould call to their Meeting the Bailiffs of the aforeſaid Town of *Kirkham*, and ſhould at the ſaid Meeting take account of the Revenues of the aforeſaid Lands and of the Diſtribution of the ſame according to the Intent of that his Will, and

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ſhould alſo enquire concerning the Demeanor of the Scholar at the Univerſity, who at that Time ſhould receive his the ſaid Teſtator's Exhibition; and if it ſhould appear unto them that he was riotouſly given, or diſordered and debauched, they ſhould and might and the Teſtator' Deſire was, that they would, by Order amongſt themſelves, then to be made, withdraw and take away the ſaid Exhibition from the ſaid Scholar, and confer the ſame upon ſome other poor Scholar of the ſaid Town then being at the Univerſity and living more ſoberly, and in Default of ſuch Scholar, to employ the ſame for binding of poor Children of the ſaid Town out Apprentices, until there ſhould be ſuch Scholar fit and qualified, according to the Intent of that his Will, to receive and enjoy the ſame; and further the Teſtator's Will and Meaning was, that if by reaſon of the Abatement of the Rents of Lands or any other Accident, the Rents, Iſſues, and Profits of the Lands and Tenements to be purchaſed as aforeſaid, ſhould not amount unto Thirty Pounds *per Annum ultra repriſs*, then his Will was, that from Time to Time and at all Times when the Revenues and Profits ſhould fall ſhort of the ſaid yearly Sum, the Abatement thereof ſhould by the Truſtees and Feoffees at their Time of Meeting aforeſaid be caſt into an equal Average between or in reference to the yearly Payments of Ten Pounds and Twelve Pounds to the Maſter of the Free School and the Exhibition to the poor Scholar at the Univerſity, ſo as they might bear equal Share in the Abatement according to the Proportion of their reſpective Gifts, and ſo as there might be Forty Shillings at leaſt left to pay for the Dinner of the Feoffees or Truſtees and Bailiffs at their Meeting aforeſaid; and to the Intent that ſuch his Gift might for ever be ordered and diſpoſed of according to his Intention declared in that his Will, the Teſtator's Deſire was, that there might be a conſtant and continual Succeſſion of Feoffees or Truſtees for his ſaid Lands and Tenements to be purchaſed as aforeſaid, and therefore he did thereby order that when and ſo often as ſo many of the ſaid Truſtees or Feoffees ſhould be dead, as there ſhould not be above Five left alive and ſurviving, then at the next Meeting the ſurviving Feoffees ſhould with the Advice and Conſent of the Bailiffs of the ſaid Town for the Time being, nominate, elect, appoint, and chooſe ſo many new Feoffees or Truſtees as might make up the Number of Ten, whereof Three to be of the Gentlemen of the Country as aforeſaid, this Election of new Feoffees to be from Time to Time upon the Death of any Feoffees, when and ſo often as the ſurviving Feoffees and Bailiffs at their yearly Meeting aforeſaid ſhould think meet and convenient, although there ſhould be not Five Feoffees dead, but the ſaid Election never to be ſo deferred or delayed that there ſhould not be always Five Feoffees alive and in being; and the ſaid Teſtator did further declare that his Will was that the poor Scholar in the Univerſity ſhould not receive or enjoy his Exhibition aforeſaid above the Space of Seven Years at any Time, but after ſuch Time the ſame to be conferred upon another Scholar; and the ſaid Teſtator did appoint his Friends *Thomas Deye* of *Eye* Eſquire, *Nicholas Bolt* of *Breaſworth* Clerk, and *Edward Voice* of *Oakley* Clerk, Executors of his ſaid laſt Will and Teſtament, deſiring their eſpecial Care in the Performance of the ſame, according to the Intent and Meaning thereof; further authorizing and empowering his ſaid Executors, or ſuch of them as ſhould tranſact the Affair of purchaſing the Lands to be ſettled as aforeſaid, that they might add any apt and fit Words for the better Explanation of his Meaning in the Uſes to be expreſſed in the Conveyance to the Feoffees or Truſtees, ſo that the Subſtance of his Gift ſhould be not altered or changed thereby:

Death of Teſtator, and Will proved, 7th Nov. 1670.

thereby: And whereas the ſaid Teſtator afterwards departed this Life without having revoked or altered his ſaid Will as to the ſaid Bequeſt; and the ſaid Will was on or about the Seventh Day of *November* One thouſand ſix hundred and ſeventy, duly proved in the Prerogative Court of the Archbiſhop of *Canterbury*: And whereas by Indenture of Feoffment with Livery of Seiſin indorſed, bearing Date the Tenth Day of *June* One thouſand ſix hundred and ſeventy-three, and made between *Thomas Fletcher*, *Robert Preſton*, *John Simpſon*, *Robert Curwen*, and *Walter Kendall*, of the One Part, and *John Wilding* and *Richard Dickſon* Yeomen, of the other Part, the ſaid *Thomas Fletcher* at the Requeſt of the ſaid *Robert Preſton*, and alſo the ſaid *Robert Preſton*, *John Simpſon*, *Robert Curwen*, and *Walter Kendall*, in Conſideration of the Sum of Five hundred and thirty Pounds paid to the ſaid *Robert Preſton* by the ſaid *John Wilding* and *Richard Dickſon*, did grant, bargain, ſell, enfeoff, and confirm unto the ſaid *John Wilding* and *Richard Dickſon*, their Heirs and Aſſigns for ever, all the Meſſuages, Tenements, and Lands whatſoever therein mentioned, ſituate, lying, and being at *Methopp* in the ſaid County of *Weſtmoreland*, with all Houſes, Buildings, Salt-coats, Moſſes, Privileges, and Appurtenances to them and every of them belonging or in any wiſe appertaining, which were either mortgaged as therein mentioned to the ſaid *Thomas Fletcher*, or which were deviſed unto the ſaid *Robert Preſton*, *John Simpſon*, *Robert Curwen*, and *Walter Kendall*, and their Heirs, by the Will of *Thomas Preſton* therein named, to hold the ſame unto and to the Uſe of the ſaid *John Wilding* and *Richard Dickſon*, their Heirs and Aſſigns for ever: And whereas by another Indenture of Feoffment with Livery of Seiſin indorſed, bearing Date the Fourteenth Day of *November* One thouſand ſix hundred and ſeventy-three, and made between the ſaid *John Wilding* and *Richard Dickſon* of the One Part, and *Chriſtopher Parker* Eſquire, *Richard Clegg* Clerk, *George Sharples*, *Edmund Fleetwood*, *Ewan Wall* Gentleman, *Thomas Tomlinſon*, *William Dickſon*, *James Smith* junior, *Jeoffrey Woods*, and *James Smith* the elder, Yeoman, of the other Part, reciting the ſaid Will of the ſaid *James Barker*, and that the Executors of the ſaid *James Barker*, living very far, diſtant, and remote from the ſaid Town of *Kirkham*, after the ſaid *James Barker*'s Death neglected and refuſed to purchaſe Lands and Tenements for the charitable Uſes aforementioned according to the ſaid Will, but had ſolicited and requeſted the Bailiffs and chief Burgeſſes of the ſaid Town of *Kirkham* to receive the Five hundred Pounds in Money from them, and with the ſame Five hundred Pounds to purchaſe Lands and Tenements, and diſpoſe of the yearly Iſſues and Profits thereof, according to the pious Intention of the ſaid *James Barker* expreſſed by his ſaid Will, to which Motion and Requeſt of the Executors of the ſaid *James Barker* the then Bailiffs and chief Burgeſſes of the ſaid Town of *Kirkham* had condeſcended and yielded unto, and thereupon received from the ſaid Executors the ſaid full Sum of Five hundred Pounds of lawful *Engliſh* Money; and with the ſame, by and with the full Conſent of the Town of *Kirkham*, teſtified by their ſubſcribing their Names as Witneſſes thereunto, purchaſed and bought all the Meſſuages, Tenements, Lands, Moſſes, Salt-coats, and Grounds whatſoever, ſituate, lying, and being at *Nether Methopp* in the County of *Weſtmoreland*, which theretofore were the Lands of *Bryan Taylor* Gentleman deceaſed, of and from the ſaid *Thomas Fletcher*, *Robert Preſton*, *John Simpſon*, *Robert Curwen*, and *Walter Kendall*, in the Names of them the ſaid *John Wilding* and *Richard Dickſon* and their Heirs, nevertheleſs upon

Indenture of Feoffment, 10th of June 1673.

Indenture of Feoffment, 14th Nov. 1673.

upon this ſpecial Uſe, Truſt, and Confidence in them repoſed, that they the ſaid *John Wilding* and *Richard Dickſon* and their Heirs, ſhould, after an abſolute and good Eſtate was ſettled and veſted in them and their Heirs, abſolutely grant and convey all the ſaid Meſſuages, Tenements, Lands, and Premiſes ſo conveyed to them as aforeſaid, and all their Right, Eſtate, and Title of, in, and unto the ſame, to ſuch and the like Number of Perſons, and for the ſame Uſes mentioned and expreſſed in the ſaid Will of the ſaid *James Barker*: It is witneſſed, That the ſaid *John Wilding* and *Richard Dickſon*, in Performance and Diſcharge of the Truſt in them repoſed, did give, grant, enfeoff, and confirm unto them the ſaid *Chriſtopher Parker*, *Richard Clegg*, *George Sharples*, *Edmund Fleetwood*, *Ewan Wall*, *Thomas Tomlinſon*, *William Dickſon*, *James Smith*, *Jeoffrey Woods*, and *James Smith*, their Heirs and Aſſigns for ever, all the ſaid Meſſuages, Tenements, Lands, Moſſes, Salt-coats, and all and ſingular other the Premiſes, with all their Appurtenances, ſo conveyed to them the ſaid *John Wilding* and *Richard Dickſon* by the ſaid *Thomas Fletcher*, *Robert Preſton*, *John Simpſon*, *Robert Curwen*, and *Walter Kendall* as aforeſaid, To hold the ſame with their Appurtenances unto the ſaid *Chriſtopher Parker*, *Richard Clegg*, *George Sharples*, *Edmund Fleetwood*, *Ewan Wall*, *Thomas Tomlinſon*, *William Dickſon*, *James Smith*, *Jeoffrey Woods*, and *James Smith*, their Heirs and Aſſigns for ever, nevertheleſs to and upon the ſpecial Uſe and Uſes, Truſt, Intent, and Purpoſe thereafter mentioned, limited, and expreſſed, and to and upon no other Uſe or Uſes, Truſt, Intent, or Purpoſe whatſoever; that is to ſay, that they the ſaid Feoffees, and the Survivor or Survivors of them, and his and their Heirs, ſhould out of the Rents, Iſſues, and Profits to be yearly raiſed out of the ſaid Meſſuages, Tenements, Lands, and Premiſes, yearly and every Year, for ever thereafter well and truly ſatisfy and pay, or cauſe to be paid, unto the Second Schoolmaſter of the Free School of *Kirkham* for the Time being, and after his Death or Removal, unto him and them who ſhould be Maſter there ſucceſſively for ever thereafter, the Sum of Ten Pounds of lawful *Engliſh* Money yearly upon the Twentieth Day of *December* at the ſaid School Houſe, as an Augmentation to his Stipend then already due to him in the Right of the ſaid Free School, and for his better Encouragement to take Pains with the Scholars of the ſaid Town; and ſhould alſo further out of the yearly Rents, Iſſues, and Profits to be yearly raiſed out of the ſaid Meſſuages, Lands, and Premiſes, yearly and every Year for ever thereafter well and truly ſatisfy and pay, or cauſe to be paid, to a poor Scholar born in the ſaid Town, being a poor Man's Son, and ſent from the ſaid School by the aforeſaid Feoffees or the major Part of them to the Univerſities of *Cambridge* or *Oxford* to ſome College there, and whoſe Parents were not able to maintain him, and who ſhould be then admitted a Scholar in the ſaid College, the yearly Sum of Twelve Pounds a Year of lawful *Engliſh* Money yearly, upon the Feaſts or Days of Saint *Michael* the Archangel and the Annunciation of the Bleſſed Virgin *Mary*, by equal Portions, as an Exhibition or Allowance for his Maintenance in the ſaid College for the Term of Seven Years, if he ſhould continue a Student there, and ſhould not have obtained a Fellowſhip in the ſaid College to which he ſhould then belong before that Time (if there ſhould be any ſuch Scholar in the ſaid Univerſities of *Cambridge* or *Oxford*, qualified as aforeſaid to receive the ſame); and if there ſhould be a Want of ſuch a Poor Scholar in both Univerſities, qualified as aforeſaid to receive the aforeſaid Exhibition, then they the ſaid Feoffees

and the Survivor and Survivors of them, and his and their Heirs, ſhould ſatisfy and pay the ſaid yearly Sum of Twelve Pounds a Year for the binding out of Apprentices of the poor Children of the ſaid Town, for ſuch and ſo long Time only and until there ſhould be a poor Scholar in the ſaid Univerſity qualified to receive the ſame as aforeſaid; and further, that the ſaid Feoffees and the Survivor and Survivors of them, and his and their Heirs, ſhould out of the Rents, Iſſues, and Profits to be yearly raiſed out of the ſaid Meſſuages, Lands, and Premiſes, yearly and every Year for ever thereafter well and truly ſatisfy and pay, or cauſe to be paid, for the binding out of One or Two poor Children of the ſaid Town, Apprentices to ſome Trade or Huſbandry, or otherwiſe as to the aforeſaid Feoffees and the Bailiffs of the ſaid Town for the Time being ſhould ſeem meet and convenient, the further full Sum of Five Pounds of lawful *Engliſh* Money; and all the Remainder of the Rents, Iſſues, and Profits to be raiſed yearly out of the ſaid Meſſuages, Lands, and Premiſes, they the ſaid Feoffees and the Survivor and Survivors of them, and his and their Heirs, ſhould pay, lay out, and beſtow upon a Dinner, to be yearly provided and made ready for them the ſaid Feoffees and the Bailiffs of the ſaid Town for the Time being, at ſuch Time as they the ſaid Feoffees ſhould appoint; at which Meeting the ſaid Feoffees ſhould yearly take Account of the Rents and Revenues of the aforeſaid Lands and Premiſes, and of the Diſtribution of the ſame, and enquire and inform themſelves as well as they could concerning the Demeanour of the poor Scholar at the Univerſity who ſhould then receive the Exhibition aforeſaid; and if upon ſuch their Enquiry or otherwiſe it ſhould appear to them that he was riotouſly given or diſordered and debauched, then the ſaid Feoffees and the Survivor and Survivors of them, and his and their Heirs, ſhould detain, withdraw, and take away the ſaid Exhibition from the ſaid Scholar ſo diſordered as aforeſaid, and confer and pay over the ſame to ſome other poor Scholar of the ſaid Town then being at the Univerſity, and living more ſoberly; and in Default of ſuch Scholar at the Univerſity, then to employ the ſame Money for the binding out of poor Children of the ſaid Town Apprentices, until there ſhould be ſuch a Scholar fit and qualified, according to the Intent of the ſaid *James Barker* declared in his ſaid Will, to receive the ſame: And in the ſame Indenture is contained a Proviſo, that the ſaid Feoffees and the Survivors and Survivor of them, his and their Heirs, ſhould ſtand ſeiſed of the ſaid Meſſuages, Lands, and Premiſes upon this further Uſe, Truſt, Intent, and Purpoſe, that the ſaid Feoffees and the Survivors and Survivor of them, and his and their Heirs, ſhould pay, convert, and employ the yearly Rents, Iſſues, and Profits of the ſaid Meſſuages, Lands, and Premiſes, for the then preſent Year One thouſand ſix hundred and ſeventy-three, to and for the Payment of the full Sum of Thirty Pounds paid for the Purchaſe of the ſaid Lands and Premiſes over and above the full Sum of Five hundred Pounds given and deviſed by the ſaid *James Barker* as aforeſaid, and ſhould alſo pay, convert, and employ the yearly Rents, Iſſues, and Profits of the ſaid Meſſuages, Lands, and Premiſes for the then next Year, to the abſolute freeing and diſcharging of all Sum and Sums of Money paid, expended, and diſburſed, touching the Charge in treating about and procuring the ſaid Purchaſe, and the effecting and perfecting the Aſſurances and Conveyances concerning the ſame, and all other Charges relating to the ſaid Purchaſe: And in the ſame Indenture there is alſo a Proviſo, that the ſaid Feoffees and the Survivors and Sur-

vivor of them, and his and their Heirs, ſhould ſtand ſeiſed of the ſaid Premiſes upon further Truſt, that if by reaſon of the Abatement of the Rents of Lands or any other Accident it ſhould ſo happen that the Rents, Iſſues, and Profits of the aforeſaid Premiſes ſhould not amount unto the full Sum of Thirty Pounds *per Annum* above all Charges and Reprizes, that then the ſaid Feoffees at their Meetings yearly, ſhould abate and pay ſhort of the yearly Payments of Ten Pounds and Twelve Pounds therein-before appointed to be paid to the Maſter of the ſaid Free School, and the Exhibition of the poor Scholar at the Univerſity, according to the Proportion of their reſpective Gifts, ſo much as the Rents and Profits of the aforeſaid Premiſes ſhould fall ſhort, the Five Pounds *per Annum* limited to be paid out of the ſame for the binding out Apprentices being always reckoned at the full, and no Abatement to be made out of it, and no leſs than Forty Shillings to be reckoned to pay for the Dinner of the ſaid Feoffees and Bailiffs of the ſaid Town for the Time being at their yearly Meeting according to the ſaid Will: And in the ſame Indenture is alſo contained a Proviſo, that the ſaid Feoffees and the Survivor and Survivors of them, and his and their Heirs, ſhould at the firſt yearly Meeting of the ſurviving Feoffees and Bailiffs of the Town then being, after the Death of Five of the aforeſaid Feoffees at the furtheſt, or ſooner after the Death of a leſs Number of the Feoffees, (if the ſurviving Feoffees, with the Advice and Conſent of the Bailiffs of the Town for the Time being, ſhould think meet and convenient); nominate, elect, appoint, and chooſe ſo many honeſt and ſubſtantial Perſons to be new Feoffees, to make them the ſaid ſurviving Feoffees then living, up to the Number of Ten in the Whole, wherein this Caution as a principal Direction was always to be obſerved; that at any Time thereafter when by the Death of any of the ſaid Feoffees, new Feoffees were to be choſen to make them up Ten in Number, that the Gentlemen living in the County, and reſiding in and near unto the ſaid Town of *Kirkham*, ſhould be always nominated, appointed, and made Three of the aforeſaid Number of Ten Feoffees, and ſo as all the ſaid Feoffees, ſo for ever thereafter to be choſen, ſhould be Proteſtants and conformable to the Liturgy of the Church of *England*, and all the ſaid poor Scholars to be ſent to the Univerſity to be Children of Proteſtant Parents: And in the ſame Indenture there is alſo contained a Proviſo, that the ſaid Feoffees and the Survivor and Survivors of them, and his and their Heirs, ſhould at the firſt yearly Meeting of the ſurviving Feoffees and Bailiffs of the ſaid Town then being, after there ſhould but be Two of the aforeſaid Feoffees living, ſtand ſeiſed of the ſaid Meſſuages, Lands, and Premiſes upon further Truſt, that they the ſaid ſurviving Feoffees ſhould, upon reaſonable Demand to be made to them by the chief of the Burgeſſes and Bailiffs of the ſaid Town of *Kirkham*, grant and convey all the ſaid Meſſuages, Tenements, Lands, Moſſes, Saltcoats, and Premiſes aforementioned with the Appurtenances, to Ten able and ſubſtantial Perſons and their Heirs, of the Gentry living near to the ſaid Town, and of the chiefeſt of the Burgeſſes of the ſaid Town, all qualified as aforeſaid (whereof the Gentlemen living near thereabouts ſhould be always Three of the aforeſaid Number), to be elected, nominated, and choſen by the chief Burgeſſes and the Bailiffs of the ſaid Town for the Time being in Common Council aſſembled, to the Uſe of them Ten and the Survivor and Survivors of them, and his and their Heirs, to and upon the Uſes afore-mentioned, and to the Intent and Purpoſe that the Mind and Intention

tention of the ſaid *James Barker* might be the better performed according to the true Intent and Meaning of thoſe Preſents: And in the ſame Indenture there is alſo contained a Proviſo, that the ſaid Feoffees and the Survivor and Survivors of them, and his and their Heirs, ſhould ſtand ſeiſed of the ſaid Premiſes with the Appurtenances upon further Truſt, that if any Suit or Trouble ſhould thereafter ariſe or happen to be commenced againſt the ſaid Feoffees or their Heirs, touching or concerning the ſaid Premiſes or any Part thereof, then if the ſaid Pariſh of *Kirkham* ſhould not willingly contribute and bear the Charge thereof, the ſame ſhould be defrayed and diſcharged out of the Profits of the afore-mentioned Premiſes, and ſo much ſhould be deducted from the aforeſaid Payments limited to the ſeveral Uſes aforeſaid, for the Time of the Continuance of the ſaid Suits, until the Sum ſo diſburſed might be levied or received out of the yearly Profits thereof, at the Diſcretion of the Feoffees for the Time being: And whereas by meſne Conveyances and Aſſurances, namely, by Indenture of Feoffment with Livery of Seiſin indorſed, bearing Date the Third Day of *Auguſt*, in the Year of Our Lord One thouſand ſix hundred and ninety-five, made between *Richard Clegg* and *Thomas Tomlinſon* therein named, of the One Part, and *Thomas Rigby*, *Richard Longworth*, *Charles Leigh*, *William Lawd*, *John Hornby*, *Thomas Hankinſon*, *John Hanſon*, *Edward Loxam*, and *James Lawſon*, of the other Part; and by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Fifth and Sixth Days of *Auguſt*, in the Year of Our Lord One thouſand ſeven hundred and nineteen, and made between *John Hanſon* therein named, of the One Part, and *William Rawſtorne*, *Richard Clegg*, *Thomas Atherton*, *James Mount*, *John France*, *Thomas Brown* the elder, *Edward Porter*, *James Dickſon*, and *Joſeph Hankinſon*, therein alſo named, of the other Part; and by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Seventh and Eighth Days of *November*, in the Year of Our Lord One thouſand ſeven hundred and fifty-ſeven, and made between *John France* therein named, of the One Part, and *Edward Rawſtorne*, *Robert Loxham*, *Charles Buck*, *John Langton*, *William Shepherd*, *John Birley*, *Henry Lawſon*, *John Loxham*, and *John France* therein alſo named, of the other Part; and by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-fifth and Twenty-ſixth Days of *June*, in the Year of Our Lord One thouſand ſeven hundred and ſeventy-ſeven, and made between *William Shepherd*, *Henry Lawſon*, and *John Loxham* therein named, of the One Part, and *Lawrence Rawſtorne*, *Jeffrey Hornby*, *John France*, *Cuthbert Bradkirk*, *Thomas Langton*, *Joſeph Hornby*, *Thomas Birley*, and *John Birley*, therein alſo named, of the other Part; and by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Firſt and Second Days of *June* One thouſand eight hundred, the Releaſe made between *Lawrence Rawſtorne*, *Geoffrey Hornby*, *John France*, *Joſeph Hornby*, *Thomas Birley*, and *John Birley* of the One Part, and *John Langton*, *William Langton*, *Thomas Hornby*, and *William Hornby*, Merchants, of the other Part, all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, compriſed in the ſaid recited Indentures of Feoffment with the Appurtenances, became veſted in the ſaid *John Langton*, *William Langton*, *Thomas Hornby*, *William Hornby*, *Lawrence Rawſtorne*, *Geoffrey Hornby*, *John France*, *Joſeph Hornby*, *Thomas Birley*, and *John Birley*, their Heirs and Aſſigns for ever, upon the ſubſiſting Truſts of the ſaid Will of the ſaid Teſtator

Indentures of Leaſe and Releaſe, 1ſt and 2d of June 1800.

James

James Barker deceaſed: And whereas by a Decree of the Court of Chancery of the County Palatine of *Lancaſter*, bearing Date the Twenty-ninth Day of *Auguſt* One thouſand eight hundred and five, made in a Cauſe wherein the Attorney General of the County Palatine of *Lancaſter*, at the Relation of *William Wilſon* Eſquire was Informant, and the Reverend *Geoffrey Hornby* Clerk, *John France*, *Joſeph Hornby*, *Thomas Birley*, *John Birley*, *John Langton*, *William Langton*, *Thomas Hornby*, *William Hornby*, *William Hill*, the Reverend *James Fox* Clerk, and *John Jones*, and the Maſter, Wardens, and Brethren and Siſters of the Guild or Fraternity of the Bleſſed *Mary* the Virgin, of the Myſtery of the Drapers of the City of *London*, were Defendants, it was (amongſt other Things) ordered and decreed that the Truſtees of the Charity under the Will of the ſaid Teſtator *James Barker*, in the Pleadings of the ſaid Cauſe mentioned, ſhould account before the Regiſter of the ſaid Court or his Deputy for the ſame Charity Eſtates and Effects in their Poſſeſſion or Power; and that the ſaid Regiſter or his Deputy ſhould particularly ſtate of what the ſame Charity Eſtates and Effects conſiſted, and of the annual Value and Produce thereof, and whether the ſame were capable of any and what Increaſe, and by what Means; and it was further ordered and decreed that the ſaid Regiſter or his Deputy ſhould enquire and ſtate whether any and what Parts of the ſame Charity Eſtates or the Buildings thereon ſtood in need of any and what Repairs or laſting Improvements, and particularly whether the Free School in *Kirkham* in the Pleadings mentioned ſtood in need of any and what Reparations, and whether it would be fit and proper to rebuild the ſame; and in caſe the ſaid Regiſter or his Deputy ſhould be of Opinion that it would be fit and proper to rebuild the ſaid School, then that the ſaid Regiſter or his Deputy ſhould conſider a proper Plan for ſuch new School, and what would be the Expence of building the ſame; and it was further ordered and decreed that the ſaid Truſtees ſhould be at Liberty to lay a Scheme before the ſaid Regiſter or his Deputy for the future Application of the ſame Charity Funds, and for the future Support, Management, and Conduct of the ſame Charity, and for the future Regulation of the Duties, Salaries, and Services of the Maſters of the ſame Charity for the Time being; and it was further ordered and decreed that the ſaid Regiſter or his Deputy ſhould ſtate by whom the ſaid Maſters were appointed, and whether they had any and what Salaries beſides thoſe provided for and paid by or out of the ſaid *Barker*'s Charity in the Pleadings mentioned, and what the Duties and Employments of the ſaid Maſters reſpectively were, and whether it would be fit to make any Alterations therein, and alſo whether it would be fit to clothe the ſaid Truſtees and Drapers Company in the Pleadings mentioned with any and what Power of Removal in caſe of Miſconduct in the Maſters of the ſaid School for the Time being: And whereas the ſaid Regiſter, in purſuance of the ſaid Decree, made his Report on the Twenty-ſecond Day of *March* One thouſand eight hundred and ſix, and thereby certified that he had been attended by the Solicitors and Clerks in Court for all Parties, and in their Preſence had proceeded to conſider of the ſeveral Matters to him referred; and he found by the Affidavit of *John Parke* of *Kirkham*, in the County of *Lancaſter*, Gentleman, that there were certain Eſtates at *Kirkham* aforeſaid, and at *Methop*, in the County of *Weſtmoreland*, belonging to the ſaid Truſtees of the ſaid Charity called *Barker's Charity*

Recital of a Decree and other Proceedings in the Chancery of Lancaſhire for regulating the ſaid Charity.

in the Pleadings mentioned, which ſaine Eſtates were let at the clear annual Rent of Two hundred and fifty-one Pounds, the Particulars of which Eſtates and the reſpective Rents thereof were ſet forth in the Firſt Schedule to that his Report; and the ſaid Regiſter further certified that he found by the ſame Affidavit, and by an Account rendered to him by Meſſieurs *Birley* and Sons of *Kirkham* aforeſaid, that there was in their Hands belonging to the ſaid Truſtees at Intereſt on a running Account, the Sum of One thouſand One hundred and thirteen Pounds Two Shillings and Nine-pence, at the Rate of Five Pounds for each One hundred Pounds by the Year, amounting to the Sum of Fifty-five Pounds Thirteen Shillings or thereabouts, and being added to the ſaid Sum of Two hundred and Fifty-one Pounds, the Amount of the Rents of the real Eſtates, makes the Sum of Three hundred and ſix Pounds Thirteen Shillings; and the ſaid Regiſter further certified, that he found there were no other Eſtates or Effects belonging to the ſaid Charity; and inaſmuch as it was ſtated to him by the ſaid Affidavit of the ſaid *John Parke* that the ſaid Truſt Eſtates had been let in the Year One thouſand eight hundred and three, for a Term of Seven Years, to be computed from the Second Day of *February* One thouſand eight hundred and four, and that in the Judgment of the ſaid *John Parke* the ſame Eſtates were let for the moſt Money that could be reaſonably got for the ſame, the ſaid Regiſter did not find that the ſame Eſtates were then capable of any Increaſe, but it appeared to him by the ſame Affidavit that there was a Quantity of Coal Wood upon ſome Parts of the ſaid Eſtate at *Meethop* aforeſaid, which in the courſe of a Year or Two would be fit to cut, and might then be worth to be ſold the Sum of Three hundred Pounds or thereabouts; and the ſaid Regiſter further certified that in purſuance of the ſaid Decree he had proceeded to enquire whether any and what Parts of the ſame Charity Eſtates or the Buildings ſtood in need of any and what Reparations, and whether it would be fit and proper to rebuild the ſame; and the ſaid Regiſter found by the ſame Affidavit of the ſaid *John Parke*, that the ſame Charity Eſtates and the Buildings thereon (ſave and except the ſaid Free School) were in good and ſubſtantial Repair; but he found by the ſame Affidavit that the ſaid Free School was very ruinous and extremely ill adapted to the Purpoſes for which it was intended; the ſaid Regiſter was therefore of Opinion that it would be fit and proper to rebuild the ſame; and a Plan and Eſtimate having been laid before him for ſuch new School, he did approve of ſuch Plan; and the ſaid Regiſter found by the Affidavit of the ſaid *John Parke*, and alſo by the Eſtimate of the Architects who had prepared and given in the ſame Plan, that the Expence of carrying ſuch Plan into Execution would amount to the Sum of Three hundred and fifty-five Pounds, excluſive of the old Materials and without Deſks and Forms; which Sum appeared to him to be reaſonable, and which Plan and Eſtimate were annexed to that his Report; and the ſaid Regiſter further certified, that in purſuance of the ſaid Decree, the ſaid Truſtees had laid a Scheme before him for the future Application of the ſame Charity Funds, and for the future Support, Management, and Conduct of the ſame Charity, and for the future Regulation of the Duties, Salaries, and Services of the Maſters of the ſame Charity for the Time being, which he had taken into Conſideration; and the ſaid Regiſter further certified, that in Obedience to the ſaid Decree, he had proceeded to enquire by whom the Maſters of the ſaid Free School were appointed,

and

and whether they had any and what Salaries beſides thoſe provided for and paid by or out of the ſaid *Barker*'s Charity, and what the Duties of the Maſters reſpectively are, and whether it were fit to make any Alteration therein, and alſo whether it would be fit to clothe the ſaid Truſtees and Drapers Company with any and what Powers of Removal in caſe of Miſconduct in the Maſters of the ſaid School for the Time being; and upon the whole, the ſaid Regiſter was of Opinion, that by and out of the Rents of the ſaid Truſt Eſtates, and the Intereſt of the Money in the Hands of the ſaid Meſſieurs *John Birley* and Sons, amounting together to the annual Sum of Three hundred and ſix Pounds Thirteen Shillings, the following Sums ſhould be annually paid by the ſaid Truſtees; namely, to the Exhibition or Penſion to the Scholar of the Univerſity, whenever there ſhould be one there, Eighty Pounds; to the Maſters of the ſaid Free School, One hundred and fifty Pounds Ten Shillings, in the Proportions after mentioned; (that is to ſay) to the Head or Chief Maſter Sixty-five Pounds, to the Second Maſter Forty-three Pounds Ten Shillings, and to the Uſher Forty-two Pounds; for the placing out poor Apprentices Forty Pounds; and for an annual Dinner Twelve Pounds; which ſaid ſeveral Sums of Eighty Pounds, One hundred and fifty Pounds Ten Shillings, Forty Pounds, and Twelve Pounds, make together the Sum of Two hundred and eighty-two Pounds Ten Shillings; which ſaid annual Sum of Two hundred and eighty-two Pounds Ten Shillings being deducted from the ſaid annual Sum of Three hundred and ſix Pounds Thirteen Shillings, leaves the annual Sum of Twenty-four Pounds Three Shillings in the Hands of the ſaid Truſtees; and the ſaid Regiſter alſo certified, that in further Obedience to the ſaid Decree, he had proceeded to enquire by whom the Maſters of the ſaid Free School were appointed, and he found that they were appointed by the Drapers Company in the Pleadings mentioned; and he had alſo proceeded to enquire whether the ſaid Maſters had any and what Salaries beſides thoſe provided for and paid by or out of the ſaid *Barker*'s Charity in the Pleadings mentioned; and he found that there was payable by the ſaid Drapers Company to the ſaid Maſters, the annual Sum of Sixty-nine Pounds Ten Shillings, produced from *Coulborne*'s Charity in the Pleadings mentioned, and which was paid or payable by them in the following Proportions; (that is to ſay) to the Head Maſter the Sum of Forty-five Pounds, to the Second Maſter the Sum of Sixteen Pounds Ten Shillings, and to the Third Maſter the Sum of Eight Pounds, making together the Sum of Sixty-nine Pounds Ten Shillings; and the ſaid Regiſter further certified, that he found that in Addition thereto there was payable to the Head Maſter for the Time being of the ſame School, the Rents of the Eſtates in the Pleadings mentioned to have been purchaſed with the Monies left by the Will of *William Grimbaldeſton* of *London* Doctor in Phyſic, if ſuch Head Maſter ſhould have been educated at the College of *Eton*, *Weſtminſter*, or *Wincheſter*, and be a Maſter of Arts in either of the Univerſities of *Oxford* or *Cambridge*, but which laſt-mentioned Charity the ſaid Regiſter found had never been enjoyed for want of a Head Maſter of the ſaid School at *Kirkham* being ſo qualified; and the preſent Rents of ſuch Eſtates the ſaid Regiſter found amounted to the annual Sum of Forty-two Pounds or thereabouts, but ſuch Rents might be capable of Increaſe; and that the ſaid Regiſter further certified, that he found there was no Head Maſter of the ſaid School, but that the Defendants the Reverend *James Fox* Clerk, and

John

John Jones, were the Second Maſter and Uſher thereof; and the ſaid Regiſter further certified, that he found it to have been the Duty of the Head Maſter, whenever there had been ſuch Head Maſter, to teach his Scholars the Greek and Latin Claſſics, and to qualify them for the Univerſity if required, and that it had been the Duty of the Second and Third Maſters to teach and inſtruct the younger Boys, and to act as Aſſiſtants to the Firſt or Head Maſter, and that it had been the Duty of the Third Maſter or Uſher of the ſaid School to inſtruct the youngeſt Children frequenting the ſame in the Engliſh Language, and in the Rudiments of Latin, and occaſionally to aſſiſt the other Two Maſters; and the ſaid Regiſter further certified, that it had been propoſed to him on Behalf of the ſaid Truſtees, and which Propoſal he had approved of, that the following Alterations be made and obſerved in the Duties and Employments of the Maſters of the ſaid School; (that is to ſay) that in future it be the Duty, as it then was, of the Head Maſter of the ſaid School for the Time being, to inſtruct the Scholars in the Greek and Latin Claſſics, ſo as to qualify them for the Univerſity if required, that it be the Duty of the Second Maſter to inſtruct the Scholars in Writing and Arithmetic, and that it be the Duty of the Third Maſter or Uſher to inſtruct the younger Boys in the Engliſh Tongue and in the Rudiments of Latin, ſo as to prepare them for the Inſtruction of the Firſt or Head Maſter; and the ſaid Regiſter conceived that it would be proper that all the beforementioned Charity Funds ſhould thenceforth remain veſted in and the Management and Conduct of the Charity belong to the then preſent Feoffees and Truſtees, with ſuch Powers of appointing new Truſtees as mentioned in the Pleading, and without Prejudice to the Rights of the Drapers Company; that the ſaid School ſhould as before be and continue a Free School, and open to the Admiſſion of ſuch Deſcription of Scholars as had uſually been admitted; and that in all other Reſpects the ſeveral Rules and Orders made from Time to Time by the Drapers Company for the Management and Regulation of the ſaid School, (a Copy of which was annexed to that his Report) be thenceforth obſerved ſo far as the ſame were not altered or repealed by the new Regulations approved of by that his Report; and laſtly, in Obedience to the ſaid Decree, the ſaid Regiſter had proceeded to enquire whether it would be fit to clothe the ſaid Truſtees and Drapers Company with any and what Power of Removal in caſe of Miſconduct in the Maſters of the ſaid School for the Time being, and he found that ſuch Power of Removal was already veſted in the ſaid Drapers Company, under and by virtue of the Decree of the Twelfth Day of *June* One thouſand ſix hundred and ſeventy-three in the Pleadings mentioned, and it did not appear to him to be neceſſary to clothe the ſaid Drapers Company or the ſaid Truſtees with any additional or other Power of Removal of the ſaid Maſters or any of them: And whereas by another Decree of the ſaid Court in the ſaid Cauſe, bearing Date the Twenty-fourth Day of *March* One thouſand eight hundred and ſix, it was ordered that the ſaid Regiſter's Report ſhould be abſolutely confirmed in all Reſpects, according to the true Intent and Meaning thereof: And whereas the ſaid *John France*, *Joſeph Hornby*, *Thomas Birley*, *John Birley*, *William Langton*, *Thomas Hornby*, and *William Hornby*, are the preſent ſurviving Truſtees now acting in the Truſts of the ſaid Charity Eſtates: And whereas the ſaid Truſtees having lately had an Opportunity of ſelling the ſaid Eſtate at *Nether Methop* aforeſaid, otherwiſe

wiſe called *Low Medup*, for a high Price and ſuch as would enable them to purchaſe another Eſtate for the Uſe of the ſaid Charity much more valuable than the ſaid Eſtate at *Nether Methop* otherwiſe *Low Medup* aforeſaid; and the ſaid Truſtees finding that ſuch Sale would be very beneficial for the ſaid Charity, did accordingly lately ſell and diſpoſe of the ſaid Eſtate ſituate at *Nether Methop* otherwiſe *Low Medup* aforeſaid, to *James Adam* of the City of *Cheſter* Eſquire, at and for the Price or Sum of Eleven thouſand five hundred Pounds, and which Sum was paid to the ſaid Truſtees or ſome of them by the ſaid *James Adam*: And whereas the ſaid Truſtees of the ſaid Charity having had an eligible Opportunity for inveſting the ſaid Sum of Eleven thouſand five hundred Pounds in a Purchaſe of a Freehold Eſtate, did lately contract and agree with *Lawrence Rawſtorne* of *Hutton Hall*, in the ſaid County of *Lancaſter*, Eſquire, for the Purchaſe, at and for the Price or Sum of Fourteen thouſand five hundred Pounds, (the Sum of Three thouſand Pounds being provided by the ſaid Truſtees or ſome of them out of their own Monies,) of divers Meſſuages, Tenements, Lands, and Hereditaments ſituate and being at *Broughton* in the Pariſh of *Preſton*, in the ſaid County of *Lancaſter*, which in and by certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the Sixteenth and Seventeenth Days of *May* One thouſand eight hundred and eleven, the Releaſe being of Three Parts and made between the Reverend *Geoffrey Hornby* Clerk, Rector of *Winwick* in the ſaid County of *Lancaſter*, and *Thomas Wilſon* of *Preſton*, in the ſaid County of *Lancaſter*, Gentleman, of the Firſt Part; the ſaid *Lawrence Rawſtorne* of the Second Part; and the ſaid *John France*, *Joſeph Hornby*, *Thomas Birley*, *John Birley*, *William Langton*, *Thomas Hornby*, *William Hornby*, and *William Hill* of *Croſton*, in the ſaid County of *Lancaſter*, Eſquire, and *Bold Fleetwood Heſketh* of *Roſshall*, in the ſaid County of *Lancaſter*, Eſquire, of the Third Part; have been duly conveyed unto and to the Uſe of the ſaid *John France*, *Joſeph Hornby*, *Thomas Birley*, *John Birley*, *William Langton*, *Thomas Hornby*, *William Hornby*, *William Hill*, and *Bold Fleetwood Heſketh*, their Heirs and Aſſigns for ever: And whereas the ſaid Truſtees were under the Neceſſity, in order to complete and effectuate the ſaid Purchaſe, (which in their Opinion was an advantageous One for the ſaid Charity) to contract for the ſame at a greater Price than the Monies in their Hands belonging to the ſaid Charity, and ariſing by Sale of the ſaid *Nether Methop* otherwiſe *Low Medup* Eſtate in Manner aforeſaid would extend to pay, and they the ſaid Truſtees did therefore apply in Payment for the Eſtate ſo purchaſed by them, not only the ſaid Sum of Eleven thouſand five hundred Pounds received from the ſaid *James Adam* as aforeſaid, but alſo the further Sum of Three thouſand Pounds, which was advanced and lent by the ſaid *Joſeph Hornby*, *John Birley*, *William Langton*, *Thomas Hornby*, and *William Hornby*, out of their own proper Monies: And whereas the ſaid *William Hill* and *Bold Fleetwood Heſketh* have been nominated and elected Truſtees to act with the ſaid *John France*, *Joſeph Hornby*, *Thomas Birley*, *John Birley*, *William Langton*, *Thomas Hornby*, and *William Hornby*, upon the Truſts of the ſaid Charity, but no Conveyance of the legal Eſtate of and in the ſaid Lands and Hereditaments at *Nether Methop* otherwiſe *Low Medup* aforeſaid, hath been made unto the ſaid *William Hill* and *Bold Fleetwood Heſketh*: And whereas the ſaid Truſtees of the ſaid Charity are deſirous that the ſaid Eſtate at *Nether Methop* otherwiſe *Low Medup* ſo purchaſed by the ſaid *James Adam*, and

more particularly described and comprised in the First Schedule to this Act annexed, should be vested in him in Fee Simple, freed and discharged of the Uses and Trusts of the said recited Will and Indentures and the said recited Decrees of the said Court of Chancery; and that so much of the said Estates purchased by the said Trustees and comprised in the said recited Indentures of the Sixteenth and Seventeenth Days of *May* One thousand eight hundred and eleven, as are worth to be sold the Sum of Three Thousand Pounds, and more particularly described and comprized in the Second Schedule to this Act annexed, should be vested in the Persons advancing the same in Fee Simple in Lieu and Satisfaction of the said Sum; and that the Residue of the same Estates more particularly described and comprised in the Third Schedule to this Act annexed, and therein valued at the Sum of Thirteen thousand two hundred and eighty-two Pounds Ten Shillings, should be settled to the Uses and Trusts ordered and directed by the said recited Will of the said *James Barker* and the said recited Decree of the said Court of Chancery of the Twenty-fourth Day of *March* One thousand eight hundred and six: But inasmuch as the several Purposes aforesaid cannot be effected without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects the said *John France*, *Joseph Hornby*, *Thomas Birley*, *John Birley*, *William Langton*, *Thomas Hornby*, *William Hornby*, *William Hill*, and *Bold Fleetwood Hesketh*, and also the said *James Adam*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

The Nether Methop Estate vested in James Adam in Fee, and comprised in the First Schedule.

That all and singular the Messuages, Lands, Tenements, and Hereditaments situate, lying and being at *Nether Methop* otherwise *Low Medup* in the said County of *Westmoreland*, which in and by the said recited Will of the said *James Barker* deceased, and the said several recited Indentures were limited or directed to be limited and settled upon the Trusts and to the Uses before mentioned, and more particularly described and comprised in the said First Schedule to this Act annexed, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall from and immediately after the passing of this Act be vested in and settled upon, and the same are hereby from henceforth vested in and settled upon the said *James Adam*, his Heirs and Assigns, to the only proper Use and Behoof of him the said *James Adam*, His Heirs and Assigns, for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Estates, Uses, Trusts, Powers, Provisions, Declarations, and Agreements created, limited, or raised, or directed to be created, limited, or raised in the said Messuages, Lands, Tenements, and Hereditaments or any Part or Parcel thereof, in and by the said recited Will of the said *James Barker* deceased, or in and by the said recited Indentures, or in and by the said recited Decrees of the said Court of Chancery, or any of them.

The Premises comprised in the Second Schedule vested in Joseph

II. And be it further enacted, That all and singular the Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in *Broughton* aforesaid in the said County of *Lancaster*, (being Part of the Hereditaments comprised in the said recited Indentures of Lease and Release of the Sixteenth and Seventeenth Days of *May* One thousand eight

eight hundred and eleven,) and more particularly described and comprised in the said Second Schedule to this Act annexed; with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall from and immediately after the passing of this Act be vested in and settled upon and the same are hereby from henceforth vested in and settled upon the said *Joseph Hornby*, *John Birley*, *William Langton*, *Thomas Hornby*, and *William Hornby*, their Heirs and Assigns, to the only proper Use and Behoof of them the said *Joseph Hornby*, *John Birley*, *William Langton*, *Thomas Hornby*, and *William Hornby*, their Heirs and Assigns for ever, freed and discharged from all and every Use or Uses, Trust or Trusts in and by the said recited Indenture of Release of the Seventeenth Day of *May* One thousand eight hundred and eleven, limited, expressed, or implied of and concerning the same, in full Satisfaction and Discharge of the said principal Sum of Three thousand Pounds so advanced by them the said *Joseph Hornby*, *John Birley*, *William Langton*, *Thomas Hornby*, and *William Hornby*, by and out of their own proper Monies as herein-before mentioned.

Hornby and others, in Satisfaction of the 3000*l.* advanced by them.

III. And be it further enacted, That all and singular the Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in *Broughton* aforesaid in the said County of *Lancaster* (being the Residue of the Hereditaments comprised in the said recited Indentures of Lease and Release of the Sixteenth and Seventeenth Days of *May* One thousand eight hundred and eleven,) and more particularly described and comprised in the said Third Schedule to this Act annexed, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall from and immediately after the passing of this Act be vested in and settled upon, and the same are hereby from henceforth vested in and settled upon the said *John France*, *Joseph Hornby*, *Thomas Birley*, *John Birley*, *William Langton*, *Thomas Hornby*, *William Hornby*, *William Hill*, and *Bold Fleetwood Hesketh*, their Heirs and Assigns, to the Use and Behoof of them the said *John France*, *Joseph Hornby*, *Thomas Birley*, *John Birley*, *William Langton*, *Thomas Hornby*, *William Hornby*, *William Hill*, and *Bold Fleetwood Hesketh*, their Heirs and Assigns for ever, freed and discharged from any Use or Uses, Trust or Trusts, in and by the said recited Indenture of Release of the Seventeenth Day of *May* One thousand eight hundred and eleven, limited or expressed of and concerning the same; but nevertheless to, for, and upon the several Uses and Trusts ordered and directed by the said recited Will of the said *James Barker* and the said Decree of the said Court of Chancery dated the Twenty-fourth Day of *March* One thousand eight hundred and six as aforesaid.

Premises comprised in the Third Schedule vested in the Trustees of the Charity.

IV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the Trustees of the said Charity Estates, and their respective Heirs and Assigns, and the said *James Adam*, his Heirs and Assigns, and all other Person and Persons claiming under the said recited Will and Indentures, and Decrees of the said Court of Chancery, or any of them, so far as their several and respective Estates,

General Saving.

Rights, and Interests are intended to be barred or affected by this Act), all such Estate, Right, Title, Trust, Interest, Benefit, Claim, and Demand whatsoever, in, to, or out of the several Hereditaments and Premises respectively comprised in the said Schedules to this Act annexed, as they, every, or any of them could or might have had, held, and enjoyed in case this Act had not been made.

Act to be printed by the King's Printers.

V. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them, shall be admitted as Evidence thereof by all Judges, Justices, and others.

The

The FIRST SCHEDULE to which the foregoing Act refers;

videlicet,

The ESTATE at Nether Methop, otherwise Low Medup, in the County of Westmoreland.

Description of Premises.	Tenant's Name.	Quantity in Customary Measure of 6½ Yards.	Quantity in Statute Measure.	Annual Value.
		A. R. P.	A. R. P.	£ s. d.
Dwelling House, Barn, Fold and Homestead	James Adam	1 3 19	2 2 19	10 — —
Job's Field	ditto	3 2 10	4 3 35	8 10 10
Long Dale	ditto	3 — 39	4 2 4	9 14 5
Orchard	ditto	— 1 8	— 1 27	13 — —
Outstead Field	ditto	2 — 5	2 3 13	
Outstead Meadow	ditto	— 3 27	1 1 6	
High Borrice Hill	ditto	2 — 11	2 3 15	19 2 10
Rufforn	ditto	2 2 38	3 3 10	
How call it	ditto	1 — —	1 1 24	
Dear bought	ditto	1 2 7	2 — 24	
Clover Field	ditto	2 — 36	3 — 18	
Low Borrice Hill	ditto	1 — 27	1 2 21	5 — 4
Lime Kiln Field	ditto	1 — 36	1 2 32	
Near Bull Field	ditto	2 2 16	3 2 21	18 7 2
Middle Bull Field	ditto	3 1 4	4 2 11	
Far Bull Field	ditto	3 1 8	4 2 18	
Never worse	ditto	2 — 38	3 — 18	4 5 2
Skim Field	ditto	2 — 39	3 — 20	11 7 2
Three Nooked Hat	ditto	1 2 30	2 1 21	
Chintz Pattern	ditto	1 3 —	2 1 33	
Bowling Green	ditto	3 1 30	4 3 8	6 10 8
High Meadow	ditto	4 2 16	6 1 27	11 10 —
Low Meadow	ditto	5 2 13	7 3 7	27 18 —
Archer Field	ditto	1 2 —	2 — 15	3 3 —
Beetham Field	ditto	1 3 38	2 3 5	7 12 —
Far Rushey Meadow	ditto	1 3 10	2 2 4	
Near Rushey Meadow	ditto	2 — 24	3 — —	18 13 —
Far Great Field	ditto	3 2 9	4 3 32	
Near Great Field	ditto	2 1 24	3 1 16	
Little Field	ditto	2 1 37	3 1 32	14 3 —
Salt Coat Field	ditto	3 3 9	5 1 8	
Back Oats	ditto	1 2 29	2 1 14	10 — 8
Stack Garth Garden	ditto	— 1 38	— 2 29	
Little Meadow	ditto	2 1 23	3 1 18	
White Moss	ditto	20 1 13	28 1 24	20 6 6
Low Methop Fell	ditto	34 3 14	48 2 26	34 16 9
Longdale Wood	ditto	— 3 29	1 1 6	— 18 7
How call it Wood	ditto	4 3 35	6 3 30	7 19 2
Job's Field Wood	ditto	7 3 14	10 3 34	56 11 —
Great Coppice (Wood)	ditto	18 — 10	25 — 37	
Stockdale Coppice (Wood)	ditto	10 3 38	15 1 21	
Lime Garth Coppice (Wood)	ditto	19 2 26	27 1 37	
	TOTAL	196 1 37	274 1 20	319 10 3

	£ s. d.
Total Annual Value of the Nether Methop, otherwise Low Medup Estate	319 10 3
Out of which deduct the computed Annual Cost of keeping the Sea Bank in repair	20 — —
Net Annual Value	£299 10 3
Which calculated at 28 Years Purchase amounts to the Sum of	8,386 7 —

There is not any Timber on this Estate. It is valued at Twenty-eight Years purchase, because it lies at a Distance from any Great Road or Market Town, and the Road to it is bad.

Adam Cottam,
Wm. Harper.

The SECOND SCHEDULE to which the foregoing Act refers;

videlicet,

Part of the Eſtate at Broughton, in the County of Lancaſter, propoſed to be veſted in Joſeph Hornby, John Birley, William Langton, Thomas Hornby, and William Hornby, Eſquires, in Satisfaction of the Three thouſand Pounds advanced by them.

	Deſcription of Premiſes.	Tenant's Name.	Quantity in Cuſtomary Meaſure of 7 Yards.	Quantity in Statute Meaſure.	Annual Value.
			A. R. P.	A. R. P.	£ s. d.
Held for a Term which will expire at Candlemas and May Day 1814.	Houſe, Barn, and Orchard	Roger Tuſon	— 2 —	— 3 9	6 — —
	Back o' th' Houſe Field	ditto	3 — —	4 3 17	16 10 —
	Old Barn Meadow	ditto	2 — —	3 — 39	
	Meadow behind Barn	ditto	3 — —	4 3 17	35 — —
	Orchard Meadow	ditto	2 — —	3 — 39	
	Oller Bank	ditto	1 1 20	2 — 35	4 2 2
	Ruſhey Field	ditto	1 2 —	2 1 29	16 14 —
	Brow Meadow	ditto	2 3 —	4 1 32	
	Three Nooked Field	ditto	1 2 —	2 1 29	
	Great Cottam Field	ditto	4 — —	6 1 37	25 8 9
	Little Cottam Field	ditto	1 2 —	2 1 29	
	Nearer Marle Field	ditto	2 1 —	3 2 22	
	Farther Marle Field	ditto	1 2 —	2 1 29	
		TOTAL	26 3 20	43 2 3	103 14 11

	£ s. d.
Total Annual Value of that Part of the Broughton Eſtate contained in the above Schedule	103 14 11
Which calculated at 29 Years Purchaſe amounts to the Sum of	3,008 12 7

Adam Cottam,
Wm. Harper.

The THIRD SCHEDULE to which the foregoing Act refers;

videlicet,

The Reſidue of the Eſtate at Broughton, in the County of Lancaſter, propoſed to be veſted in the Truſtees of Kirkham School to the Uſes of the Charity.

	Deſcription of Premiſes.	Tenants Names.	Quantity in Cuſtomary Meaſure of 7 Yards.	Quantity in Statute Meaſure.	Annual Value.
			A. R. P.	A. R. P.	£ s. d
Held for a Term which will expire at Candlemas and May Day 1818.	Houſe, Barn, Homeſtead, and Garden	Luke Simpſon	— 1 36	— 3 3	5 — —
	Singleton Croft	ditto	— — 27	— 1 3	4 15 3
	Croft	ditto	— 2 1	— 3 11	
	Houſe Meadow	ditto	1 3 33	3 — 27	12 14 10
	Middle Meadow	ditto	2 1 30	3 3 31	26 10 5
	Long Meadow	ditto	1 3 37	3 — 33	
	Brook Meadow	ditto	— 3 24	1 1 33	4 10 —
	Bank Meadow	ditto	2 1 8	3 2 36	14 18 2
	Sour Acre	ditto	1 3 34	3 — 29	
	Farther Wood Field	ditto	4 2 38	7 2 27	81 11 —
	Brick Kiln Croft, & Eccleſton Hey	ditto	8 2 26	14 — 6	
	Nearer Nine Acre	ditto	5 — 32	8 1 28	
	Farther Nine Acre	ditto	4 2 32	7 2 17	
	Nick o' th' Meadow	ditto	2 — 14	3 1 22	5 12 10

continued.

The Third Schedule—*continued.*

	Description of Premises.	Tenants Names.	Quantity in Customary Measure of 7 Yards.	Quantity in Statute Measure.	Annual Value.
			A. R. P.	A. R. P.	£ s. d.
Held for a Term which will expire at Candlemas and May Day 1815.	House, Barn, Garden & Homestead	John Hubbersty	— — 30	— 1 9	4 — —
	Pinfold	ditto	— — 21	— — 34	19 7 —
	Meadow behind Laws	ditto	1 1 15	2 — 28	
	Newsham's Croft	ditto	1 — 17	1 3 6	
	Long Field	ditto	1 3 30	3 — 22	8 14 7
	Nearer Parson's Field	ditto	2 2 38	4 1 28	23 17 5
	Middle Parson's Field	ditto	2 2 16	4 — 34	
	Farther Parson's Field	ditto	2 — 20	3 1 32	
	Meadow behind Nobletts	ditto	1 1 12	2 — 23	7 18 5
	Madge Field	ditto	3 1 7	5 1 14	11 10 4
	Pathway Croft	ditto	1 1 32	2 1 16	5 16 —
	Lower Green Croft	ditto	— 1 7	— 1 36	1 9 —
	Three Nook'd Croft	ditto	— 3 37	1 2 14	4 8 3
	Nearest Wood Field	ditto	2 2 21	4 1 1	12 19 6
	Middle Wood Field	ditto	2 1 17	3 3 10	
	Old Barn Field	ditto	1 3 3	2 3 19	6 4 —
Held for a Term which will expire at Candlemas and May Day 1815.	House, Barn, Garden and Homestead	Wm. Hubbersty	— 1 —	— 1 25	4 — —
	Barn Field	ditto	2 — —	3 — 38	7 — —
	Rough Field	ditto	3 — —	4 3 17	9 — —
	Breakwell's Meadow	ditto	3 2 —	5 2 27	17 10 —
	Wheat Field	ditto	3 — —	4 3 17	10 10 —
	Sheep Meadow and Croft	ditto	1 2 —	2 1 29	6 — —
	Calf Field	ditto	4 — —	6 1 37	11 — 6
	Ben Meadow	ditto	4 2 13	7 1 27	29 19 —
	Lane End Field	ditto	4 3 19	7 3 22	17 — 10
	Sour Field	ditto	4 3 31	8 — 2	11 2 4
	Cross Gate Croft	ditto	2 2 33	4 1 21	10 7 2
Held for a Termwhich will expire at Candlemas, 1814.	Bent and Twenty Acres	Roger Tuson	1 — 20	1 3 26	10 3 7
	Church Field	ditto	1 3 —	2 3 15	
	TOTAL		101 2 11	164 2 15	405 10 5

	£ s. d
Total Annual Value of the Remainder of the Broughton Estate contained in the above Schedule	405 10 5
Add the probable Annual Value of the Land to be allotted in lieu of the Common Right of the Whole of the Estate on Fulwood Moor, in the County of Lancaster; the Claim for which has been allowed by the Commissioners for the Fulwood Inclosure, and is expected to be staked out in April next. The Quantity is calculated at 35 Statute Acres, worth on the Average Thirty Shillings the Statute Acre, clear of the Expence of fencing	52 10 —
Total Annual Value	£ 458 — 5

£ s. d.		£ s. d.
405 10 5	per Annum calculated at 29 Years Purchase amounts to the Sum of	11,760 — —
52 10 —	per Annum (Common Right) at 29 Years Purchase	1,522 10 —
	Total Purchase Value	£ 13,282 10 —

There is not any Timber on the Estates comprised in the Second and Third Schedules. They are valued at Twenty-nine Years Purchase, because they lie adjoining the Great North Road to Lancaster, and within Three Miles and a Half of the Market Town of Preston.

Adam Cottam,
Wm. Harper.

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