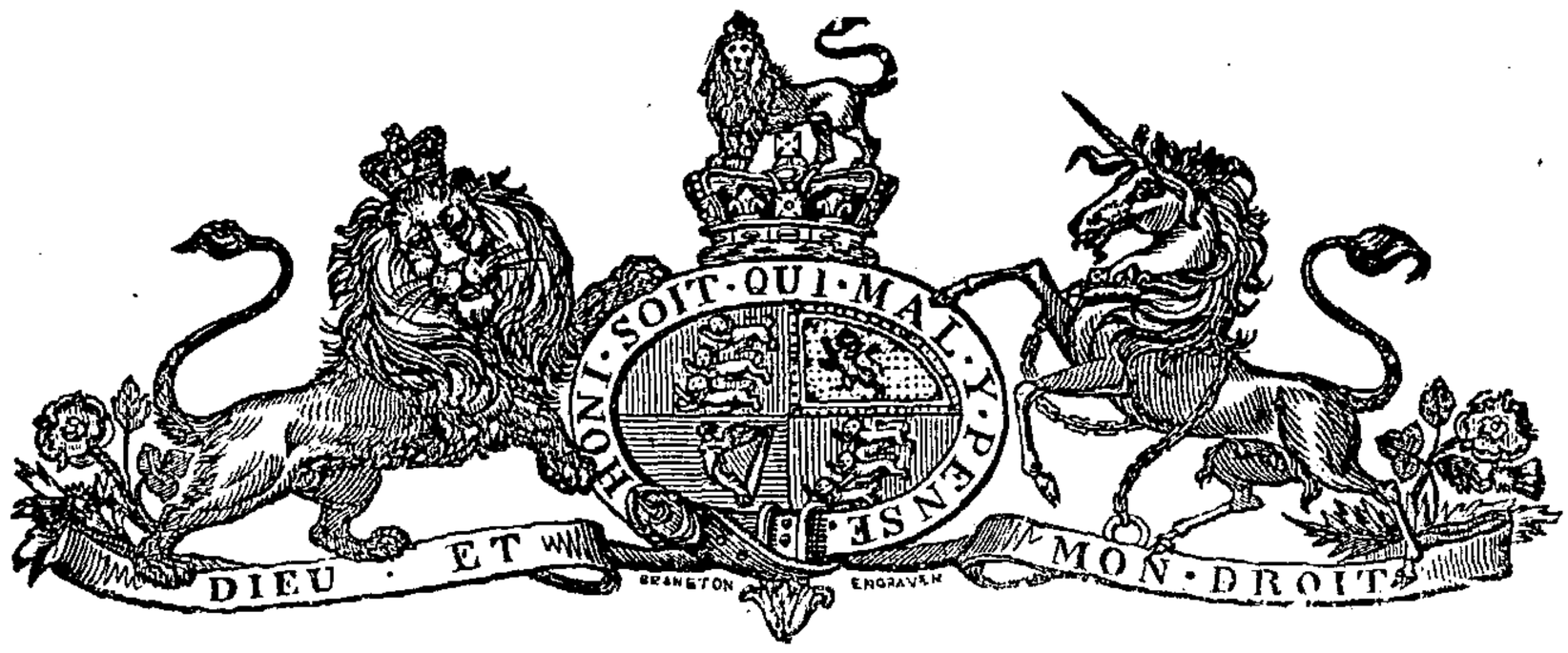


ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

* * * \

the Use of the Vicar for the Time being of *Bingley*, and others for charitable Purposes generally: And whereas by an Inquisition taken at *Wakefield* in the West Riding of the County of *York*, by virtue of a Commission issued under the Great Seal of *Great Britain* on or about the Third Day of *July* One thousand six hundred and twenty-two, in pursuance and under the Provisions of an Act of Parliament made and passed in the Forty-third Year of the Reign of Queen *Elizabeth*, intituled *An Act to redress the Misemployment of Lands, Goods, and Stocks of Money theretofore given to charitable Purposes*, it was found that a certain Parcel of Land at *Greenhill* in the said Parish of *Bingley*, whereon some Time since One Messuage and Garden were situated, and Three Closes of Meadow in the now reciting Inquisition mentioned to be called *Thorn Acre*, *Middle Close*, and *Near Close*, then in the Occupation of one *Robert Hardcastle* or his Assigns, were some Time in the Year One thousand five hundred and twenty-nine assured to one *John Milner* and others and to their Heirs, in trust for the finding of a Schoolmaster to teach Grammar within the Town of *Bingley* for ever; and it was found that a certain Messuage called *Newhall*, with all the Lands thereto belonging, then in the Occupation of one *Stephen Wright*, another Messuage called *Royd Field*, or *Lady House*, with all the Lands thereto belonging, then in the Occupation of one *Anthony Whitley* or his Assigns, One other Messuage, with certain Lands thereto belonging, called *Penny House* in *Greenhill* aforesaid, then in the Occupation of one *Anthony Whitley* the elder, One other Messuage, with the Appurtenances, then in the Occupation of one *William Clark*, another Messuage with an Acre of Ground thereto belonging, then or late in the Occupation of one *John Hall*, another Messuage called *Beckstones*, then or then late in the Occupation of *John Leach*, One other Tenement, with the Appurtenances, then in the Occupation of one *Stephen Wright*, all which said several Messuages and Premises last-mentioned are in the said Inquisition described to be situated and to be within the Township of *Bingley* aforesaid, and had, together with all the Rents, Issues, and Profits thereof, Time out of Mind of Man, been assigned, limited, used, and employed for and towards the Maintenance of a Schoolmaster teaching Grammar within the said Town of *Bingley*; and it was found that One *Edward Eltofts* therein described, by his Deed indented bearing Date the Twentieth Day of *July* One thousand five hundred and seventy, granted a yearly Rentcharge of Thirteen Shillings and Fourpence issuing out of a Messuage with Lands thereto belonging, called *Greenhill Gate* situate within the Parish of *Bingley*, unto one *John Oldfield* and others and to their Heirs, upon trust for the Maintenance of a Schoolmaster teaching Grammar within the said Town of *Bingley*, and that *Francis Paslow* and *Walter Paslow* his Son, by their Deed bearing the same Date, granted One other Rentcharge of

of Thirteen Shillings and Fourpence to the said *John Oldfield* and others and to their Heirs out of a Messuage, with the Lands thereto belonging, in *Morley* in the said Parish of *Bingley*, then or then late in the Occupation of one *William Currer*, in trust unto the same Use, and that *Thomas Maude* and *Arthur Maude* his Son in like Sort limited and appointed One yearly Rentcharge of Six Shillings and Eightpence to be issuing out of One Croft or Close called *Wheatcroft* lying in *West Riddlesden* within the said Parish of *Bingley* to the said *John Oldfield* and others, and their Heirs, for ever, in trust to the Uses aforesaid for ever; and it was found that one *John Milner* of *Clayton* in *Bradford Dale* in the said County of *York*, by his Deed of Feoffment indented bearing Date the Nineteenth Day of *October* One thousand six hundred and two, made between the said *John Milner* of the One Part and *John Blaker* of *Marlebanks* and other Persons in the said Inquisition mentioned of the other Part, did enfeoff the said *John Blaker* and the said other Parties and their Heirs of all that House, Cottage, or Tenement, with the Appurtenances in *Bingley* abutting on the East and somewhat on the South Part of the Churchyard of *Bingley*, in trust nevertheless that the Rents and yearly Profits thereof should from Time to Time for ever be employed for the Maintenance of a Schoolmaster teaching Grammar within the said Town of *Bingley*, or to such other godly Uses as should be thought most meet for the good and common Profit of the Town and Parish of *Bingley*, and to no other Use, Intent, or Purpose whatsoever; and it was found that *Alexander Wood* the elder, of *East Morton*, Yeoman, by his Indenture bearing Date the Twenty-seventh Day of *October* One thousand six hundred and five, made between him the said *Alexander Wood* of the One Part, and *Abraham Bynnes* and other Persons in the now reciting Inquisition mentioned of the other Part, and by other good and sufficient Assurances in the Law, conveyed and assured unto the said *Abraham Bynnes*, and certain other Parties therein named, and their Heirs, a Messuage or Burgage in *Bingley* aforesaid, then in the Occupation of one *Edmund Smithson* or his Assigns, and all Houses, Outbuildings, Orchards, Gardens, Lands, Tenements, and Hereditaments thereto belonging (One Close called the *Intack*, Parcel of the said Premises, only excepted), together with Common of Pasture for all Manner of Beasts and Cattle which from Time to Time should be kept upon the said Premises, and Common of *Turbary* to be spent and burned in the said Messuage, with Liberty of digging and getting of Greet Stones and other Easements before that Time used by the Tenants and Freeholders within the Lordship of *Bingley*, to be had, received, and taken in and throughout all the Commons, Moors, and Wastes belonging to the Manor and Lordship of *Bingley* not inclosed, to the Intent that the yearly Profits of all the said Premises should be yearly, from Time to Time, distributed for the

Maintenance

Maintenance of a Schoolmaster teaching Grammar within the said Town of *Bingley*, or to such other good and godly Uses as should be thought most meet for the good and common Profit of the Town and Parish of *Bingley*, at the Discretion of the Feoffees, and to no other Use, Intent, or Behoof; and it was found that *William Whitley* of *Greenhill*, by his Deed of Feoffment bearing Date the Ninth Day of *September* One thousand six hundred and five, enfeoffed one *Richard Bull*, and other Persons in the now reciting Inquisition mentioned, and their Heirs, of the said Messuage above mentioned, called by the Name of *Lady House*, or *Royd Field*, and of all the Houses, Buildings, Lands, Tenements, and Hereditaments thereunto belonging, in trust unto and for the Maintenance of a Schoolmaster teaching Grammar in the said Town of *Bingley* for ever; and it was also found that *Abraham Bynnes* and *Sibil* his Wife, by their Indenture bearing Date the Thirteenth Day of *June* One thousand six hundred and seventeen, made between them the said *Abraham Bynnes* and the said *Sibil* of the One Part, and *William Currer* of *Marley* Esquire and other Persons in the now reciting Inquisition mentioned, of the other Part, and by other good and sufficient Assurances in the Law, in Performance of a Decree of the Court of Chancery made between them the said Parties in *Trinity* Term in the Nineteenth Year of the Reign of King *James*, conveyed and assured unto the said Parties of the Second Part, and their Heirs, all those Four Closes of Arable and Pasture Land called the Moiety of the *Stack Flatts*, containing by Estimation Nine Acres and Ten Perches, and another Close of Land and Meadow called *Thompson Wife Ing*, containing by Estimation Two Acres Three Roods, and Three other Closes lying together, One called *Burridge Close*, containing by Estimation One Rood and Thirty Perches, another *Lightfoot Close*, containing by Estimation One Acre and Two Roods, and one other Close called *Hanging Acre*, containing by Estimation Three Roods and Thirty-seven and a Half Perches, and another Close called *Mastall*, containing by Estimation Three Acres, with their Appurtenances, in *Bingley* aforesaid, and *Micklethwait* in the said County, to the Intent and Purpose that the Rents and Profits of the said Lands and Premises should be employed by the Feoffees thereof, and their Heirs and Assigns, to the Use of the poor People of *Bingley*, and towards the Maintenance of a Schoolmaster in the said Town of *Bingley* for ever, according to the last Will and Testament of *William Wooller* deceased, and of the Intent and Meaning therein declared; and it was found and presented that all the said Lands, or the Rents, Issues, or Profits thereof, had been theretofore used or employed to the said several and respective Uses for which they were given, or had otherwise been limited or appointed; and it was further found, among other things, that for the Space of Eighteen Years then passed, or thereabouts, there had been a Schoolmaster for teaching

Grammar

Grammar unto the Children of the Inhabitants of the said Town of *Bingley*, according to the Intent of the several Gifts aforesaid: And whereas by a Decree of the said Commissioners appointed by the said Commission, bearing Date the Second Day of *May* One thousand six hundred and twenty-three, after reciting, amongst other things, the herein-before in part recited Inquisition, it was ordered and decreed that the Thirteen Persons therein named and described as Inhabitants, Freeholders, or Farmers within the said Town and Parish of *Bingley* should thenceforth during their natural Lives be the sole Committee for all the said charitable Uses within the said Town and Parish of *Bingley*, and to demise, order, and distribute and dispose of the same Rents for the said several and respective Uses unto which they were limited or given; provided always, that the said Committees should in no sort be enabled to make any Lease or Leases of any of the said Lands for any greater Term than Twenty-one Years, and that every such Lease should be made in such Manner as therein mentioned; secondly, that the said Thirteen Committees for the Time being, or the greater Number of them, should once in every Year within the Month of *October* elect and nominate Four of their Number to be their Stewards or Bailiffs to demand and receive the said Rents, Profits, and Sums of Money for the Year ensuing, who should at the End of such Year account for the same in manner therein mentioned; and the same Decree contained Provisions for the Appointment of new Committees, and for the Election and Dismissal of the Schoolmaster of the said School, and for the Ordering and Government of the said Schoolmaster and School: And whereas by an Indenture of Feoffment bearing Date the Twenty-third Day of *April* One thousand six hundred and sixty-seven, made between *Abraham Bynnes*, therein described, of the One Part, and *Samuel Sunderland*, *Harrie Currer*, *Jonathan Fairbank*, *Robert Ferrand*, *Thomas Murgatroyd*, *Thomas Fell*, *William Rawson*, *William Dobson*, *Thomas Dobson*, *Robert Leach*, *Thomas Leach*, and *John Rawson* the younger, therein respectively described, of the other Part, and by Livery of Seisin duly made in pursuance thereof, all that One Edifice or Building described as then lately erected, and then and of late Years used as a Schoolhouse, together with the Ground and Soil whereupon the same stood, and also one Parcel of Ground lying at the North East End thereof, and containing One Rood, were the same more or less, and adjoining upon the Lands of the said *Samuel Sunderland* there, with the Appurtenances, were granted, enfeoffed, and assured unto the said Parties thereto of the Second Part, and their Heirs, for ever, to the Intent and Purpose that the said Feoffees and the Survivors and Survivor of them and his Heirs should stand seised of the said Premises for the only Use and Benefit of a Schoolmaster lawfully licensed and admitted and to be licensed and admitted lawfully to teach and teaching a Free Grammar School within the said Schoolhouse

Decree of Commissioners dated 2d May 1623.

Indenture of Feoffment dated 23d April 1667.

Schoolhouse for the Parish of *Bingley* aforesaid, from Time to Time for ever thereafter, according to the Tenor, Form, and Effect of a fundamental Decree, being the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, formerly had and obtained concerning the said School; and that as Occasion should require, by reason of Death, they the said Feoffees and the Survivors and Survivor of them and his Heirs should successively nominate and elect new Feoffees for the Use and Purpose aforesaid, according as was in the said Decree appointed and set down: And whereas by an Indenture of Feoffment, with Livery of Seisin thereupon endorsed, bearing Date the Thirteenth Day of *June* One thousand six hundred and seventy-one, made between *Samuel Sunderland* of the One Part, and *Abraham Bynnes*, *Benjamin Ferrand*, *Thomas Murgatroyd*, *Thomas Fell*, *Thomas Dobson*, *William Dobson*, *Thomas Leach*, *Robert Leach*, and *Bryan Lister* of the other Part, the said *Samuel Sunderland* granted and confirmed unto the said Parties thereto of the Second Part, and their Heirs, all that Messuage or Tenement, with the Appurtenances, in *Bingley* aforesaid, then occupied in Two Dwellings, and then in the Tenure or Occupation of *Anthony Whitley* and *John Thompson* or their Assigns, together with the Barns, Backsides, and other Buildings thereunto belonging, and near or adjoining One Close of Meadow called the *Ing*, lying on the Backside of the same Messuage, and then formerly occupied in Three Parts, and also One other Dwelling House commonly called the *Tavern*, with the Appurtenances, in *Bingley* aforesaid, near the said Messuage on the other Side of the Street there, and the Backsides thereunto belonging, and also all that Messuage or Tenement called *Sugden House*, then occupied in Two Dwellings, and all the Barns, Buildings, Lands, Tenements, Woods, Ways, Commons, and Hereditaments thereto belonging, with the Appurtenances, in *Cullingworth* within the said Parish of *Bingley*, and also One Annuity or yearly Rentcharge of Four Pounds of lawful English Money issuing out of One Messuage or Tenement called the *Royd House*, and the Lands and Tenements thereto belonging, with the Appurtenances, in *Oxenhope* within the Township of *Haworth* in the said County, and also all those Lands, Tenements, and Hereditaments at *Heaton* within the Parish of *Bradford* in the said County of *York*, then late purchased by the said *Samuel Sunderland* of the Feoffees or Trustees of *Samuel Capps*, and also all those Lands, Tenements, and Hereditaments, with their Appurtenances, in *Wilsden* within the said Parish of *Bradford*, then late purchased by the said *Samuel Sunderland* of one *Joshua Bynnes*, and also all those Lands and Hereditaments, with the Appurtenances, in *Manningham* within the said Parish of *Bradford*, then late purchased by the said *Samuel Sunderland* of one *Henry Bradshaw*, and also all those Three Closes of Land commonly called the *Snapes*, with their Appurtenances, in *Horton* within the said Parish of *Bradford*, then lately purchased by the

Indenture of Feoffment dated 13th June 1671.

the said *Samuel Sunderland* of one *Joshua Nichols*, to hold the same to the Use of the said *Samuel Sunderland* for his Life, and after his Decease to the several Uses therein mentioned, namely, of and upon the said Messuage or Tenement in *Bingley*, occupied in Two Dwellings, the said Barns, Buildings, Backsides, and Closes of Land called the *Ing* thereto belonging; the said other House or Building called the *Tavern* and the Backsides belonging to it; the said other Messuage or Tenement called *Sugden House*, and the Buildings, Lands, Tenements, and Hereditaments thereto belonging, in *Cullingworth* aforesaid, and the said Annuity or yearly Rentcharge of Four Pounds to be issuing at the usual Feasts or Days out of the said Messuage or Tenement called *Royd House* and the Lands thereunto belonging in *Oxenhope* aforesaid, and the said Three Closes of Land called the *Snapes* in *Horton* aforesaid, with all their Appurtenances, to the Use and Behoof of the Vicar or Preaching Minister lawfully admitted and inducted to the Parish Church of *Bingley* aforesaid, and taking the Cure or Charge of Souls there, for the Time being, for ever; and of and upon the said Lands, Tenements, and Hereditaments, with their Appurtenances, in *Heaton* aforesaid, formerly the Inheritance of the said *Samuel Capps*, and the said Lands, Tenements, and Hereditaments in *Wilsden* aforesaid, formerly the Inheritance of the said *Joshua Binns*, to the Use and Behoof of the Master of the Free Grammar School of *Bingley* aforesaid, lawfully licensed and to be licensed thereto, for the Time being, for ever; provided nevertheless, and upon Condition, that the same Schoolmaster and his Successors for the Time being should well and truly pay, or cause to be paid, out of the Rents, Issues, and Profits of the said Lands and Tenements last mentioned the yearly Rent or Sum of Four Pounds of lawful Money of *England* unto the Usher Master of the same School of *Bingley*, at the Feasts of *Pentecost* and *Saint Martin the Bishop* in Winter, by equal Portions, for ever, the same Usher Master to be nominated and elected from Time to Time by the Upper Master of the said School and by the said Feoffees, as therein directed; and of and upon the said Lands, Tenements, and Hereditaments in *Manningham* aforesaid, formerly the Inheritance of the said *Henry Bradshaw*, to the Use and Behoof of the most indigent and necessitous poor People of and within the Township of *Bingley* aforesaid, the yearly Rents and Profits thereof to be distributed and paid unto the said poor People upon the Feast Days of the *Nativity of Saint John the Baptist* and *Saint Thomas the Apostle*, by equal Portions, for ever, by the Churchwardens and Overseers for the Poor within the Township of *Bingley*, in the Porch annexed to the South Side of the said Parish Church of *Bingley*; and of the Intent and Purpose also that at such Time as the said Nine Feoffees therein named should by Death be decreased to the Number of Four of them, and no more then living, then the same Four surviving Feoffees should within Three Months afterwards,

afterwards, taking the Advice and Assistance of the Vicar or Minister of the said Parish Church for the Tmie being, elect, nominate, and appoint Nine of the most able and discreet Inhabitants within the said Parish of *Bingley*, and that the same Four surviving Feoffees should within Three Months next afterwards, upon reasonable Request and Charges of the said Vicar, Master, and Churchwardens, sufficiently grant, assign over, and convey the aforesaid several Messuages, Buildings, Lands, Rentcharge, and Hereditaments unto the same Nine Inhabitants then nominated and elected, and the Survivor of them, to stand thereof seised as Feoffees in trust for the several Uses, Intents, and Purposes above expressed and declared; and further, of intent that the said Feoffees or their Successors to be nominated and appointed as aforesaid should take care that the Houses and Buildings above mentioned, and the Fences of the Lands and Grounds, should be maintained and kept in good Order and sufficient Repair: And whereas by a Decree of the High Court of Chancery bearing Date the Twenty-fifth Day of *January* in the Year One thousand eight hundred and twenty, and made on the Rehearing before the then Lord Chancellor of an Information filed in or as of *Trinity* Term, One thousand eight hundred and sixteen, by the Attorney General of His then Majesty at the Relation of *Richard Hodgson*, *Thomas Whiteley*, and *John Sharp* the Plaintiffs, against *Richard Hartley* Doctor of Divinity, and other Persons, the then Trustees of the aforesaid Trust Estates, it was (amongst other things) declared that the said School at *Bingley*, of which the said *Richard Hartley* was the Head Master, was a Free Grammar School for teaching the Children of the Inhabitants of the Parish of *Bingley* the learned Languages, and it was declared that it appeared by the Evidence adduced in the Cause that for a long Course of Years before and since the Appointment of the said *Richard Hartley*, and during the many Years in which he had acted as Head Master of the said School, the Revenues of the several Lands and Estates mentioned in the said Information, being the same Lands and Estates as are herein-before mentioned, (except so much of the Premises comprised in the said Indenture of Feoffment of the Thirteenth Day of *June* One thousand six hundred and seventy-one, called *Sunderland* Charity, as is herein-before mentioned to have been given for the Benefit of the Vicar and of the Poor of the said Parish of *Bingley*,) whether absolutely appropriated by the respective Grants thereof to the Maintenance of a Grammar School, or not absolutely appropriated, but which, consistently with the said Grants, might or might not be so appropriated, had in fact, as far as appeared, (except as to what had been enjoyed by the Poor,) always been applied for the Benefit of the said Grammar School, and that such Application therefore ought not to be disturbed while the said *Richard Hartley* continued Head Master of the said School, but such Declaration was to be without Prejudice to what might be fit to be ordered for

Decree of Court of Chancery, dated 25th Jan. 1820.

for the Maintenance of any other School in *Bingley* by competent Authority, after the said *Richard Hartley* should cease to be Head Master out of such Portions of the Revenue of the said Trust Estates as were not absolutely appropriated by the Grants thereof to the Maintenance of a Grammar School, but might consistently be applied to the Maintenance of any other distinct School, it was among other things ordered, that it should be referred to One of the Masters of that Court to inquire and report in whom the legal Estate of the Premises comprised in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three was then vested, and also who were the Trustees of the Charity Estates comprised in the said Indenture of Feoffment of the Thirteenth Day of *June* One thousand six hundred and seventy-one, and in whom the legal Estate in those Estates were then vested; and the Master was also to state under what Management the several Charity Estates and the Rents thereof respectively ought to be according to the several Grants thereof: And whereas in pursuance of the last-recited Decree the Master to whom the said Cause stood referred made his Report, dated the Seventh Day of *June* One thousand eight hundred and thirty-eight, and thereby, among other things, stated that he was of opinion that the legal Estate in the Premises comprised in the said Decree of the Commissioners of the Second Day of *May* One thousand six hundred and twenty-three ought to be considered as having, on the Death of the Survivor of the Trustees named in a certain therein-mentioned Indenture of the Nineteenth Day of *November* One thousand six hundred and thirty-five, descended to and became vested in the Heir-at-Law of such Survivor, and that it could not then be ascertained who was such Heir-at-Law; and he found that *William Busfeild* of *Upwood*, *William Penny*, *William Ellis*, and *Thomas Leach*, (who were all Defendants;) were, at the Date of the said Order of Reference, and then were, the Trustees of the Charity Estates comprised in the said Indenture of Feoffment of the Thirteenth Day of *June* One thousand six hundred and seventy-one, and that the legal Estate was then vested in them; and the said Master found that the said *Richard Hartley* was dead; and, as to the Management of the said Charity Estates, and the Rents and Accounts thereof, the said Master certified that a Statement and Proposal had been laid before him on behalf of the then Relators, whereby it was submitted to the said Master that the Charity Estates comprised in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, and the Rents thereof, ought to be under the Management of the said *William Busfeild* of *Upwood*, *William Penny*, *William Ellis*, and *Thomas Leach*, and *Walker Skirrow*, as the Persons appearing by the School Books to be the surviving Trustees appointed for the Management of the said Estates, together with Eight others to be named and appointed so as to

Master's Report, dated 7th June 1838.

make up the Number of Thirteen, in conformity with the said Decree; and that the Charity Estates comprised in the said Indenture of Feoffment of the Thirteenth Day of *June* One thousand six hundred and seventy-one, and the Rents thereof, ought to be under the Management of the said *William Busfeild* of *Upwood*, *William Penny*, *William Ellis*, *Thomas Leach*, who were then the Four surviving Trustees thereof, together with Five other Trustees to be chosen for that Purpose, and that such Five Trustees ought to be chosen out of the Eight Persons to be appointed new Trustees of the Estates comprised in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three; and it was proposed that the Management of the said several Charity Estates, and the Rents and Accounts thereof respectively, should be given and vested accordingly, and that Four of the Trustees should be appointed every Year to act as Bailiffs or Stewards to receive the Rents and Profits of the Estates, and to apply the same, with the Concurrence of their Co-Trustees, towards the several charitable Uses and Purposes for which the same were given and granted; and upon consideration of the said Proposal, and of the Evidence in support thereof, the said Master certified that he was of opinion that, according to the several Grants of the said Charity Estates, and of the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, the Management of the said several Charity Estates and the Rents thereof ought to be in the said Five Defendants, and Eight new Trustees then to be appointed, and that Four of the Thirteen Persons who were for the Time being the Trustees of the said Estates ought to be appointed annually to receive the Rents and Profits of the said Estates, and to apply the same, with the Concurrence of the other Nine of such Trustees, to the charitable Purposes for which the said Estates were given by the several Grants thereof: And whereas, on or about the Fourteenth Day of *June* One thousand eight hundred and thirty-eight, the said recited Report was confirmed: And whereas by an Order of the said Court bearing Date on or about the Twenty-eighth Day of *July* One thousand eight hundred and thirty-eight, made in the said Cause on further Directions, and on a Petition presented by the then Relators, it was ordered that the said Defendants *William Busfeild* of *Upwood*, *William Penny*, *William Ellis*, and *Thomas Leach*, who were the only surviving Trustees of the Estates comprised in the said Indenture of the Thirteenth Day of *June* One thousand six hundred and seventy-one, called *Sunderland*'s Charity, taking Advice of the Vicar or Minister of the Parish Church of *Bingley*, should forthwith elect, nominate, and appoint Five able and discreet Inhabitants within the Parish of *Bingley*, who, with the said Defendants, should be the Nine Trustees of the said Estates, being the Number required by the Provisions of the said Indenture; and upon such Election being made as aforesaid it was ordered that the proper

Report confirmed 14th June 1838.

Order of Court dated 28th July 1838.

Conveyances

Conveyances should be executed for the Purpose of vesting the Estates and Premises comprised in the said Indenture in such Nine Trustees; and it was ordered that the said Defendants and the said *Walker Skirrow* should elect and choose Three other fit and proper Persons, being Inhabitants of or Freeholders within the said Parish of *Bingley*, who, together with the said Five Defendants who were the surviving Trustees of the Estates and Premises comprised in the Decree of the Second Day of *May* One thousand six hundred and twenty-three, and in the said Indenture of the Twenty-third Day of *April* One thousand six hundred and sixty-seven, and the Five new Trustees to be appointed for *Sunderland*'s Charity aforesaid, would make up the Number of Thirteen Trustees or Committees required by the said Decree; and it was ordered that such Thirteen Persons should be Trustees of the Estates and Premises comprised in the said Decree or Inquisition and the last-mentioned Indenture; and it was also declared that the Trustees so to be elected, and all future Trustees of the said Charity Estates, ought to be Members of the Church of *England* as by Law established; and it was ordered that it should be referred to the Master to appoint some proper Person who, upon such last-mentioned Election being completed, might execute a Conveyance of the Freehold and Inheritance of the Estates and Premises comprised in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, and the said Indenture of the Twenty-third Day of *April* One thousand six hundred and sixty-seven, to the surviving and new Trustees thereof; and it was ordered that such Conveyance should be executed by such Person in the Place of the Heir-at-Law, if any, of the Survivor of the Trustees and Feoffees named in the said Indenture of the Thirteenth Day of *November* One thousand six hundred and thirty-five, pursuant to the Act in that Case made and provided; and it was declared that the Regulations approved of by the said Master in his said recited Report of the Seventh Day of *June* One thousand eight hundred and thirty-eight, as to Trustees, Committees, and Stewards of all the said Charity Estates and the Management thereof, ought to be thenceforth and at all Times observed and fulfilled; and it was ordered that it should be referred to the Master to ascertain and state what was the annual Amount of the Revenues of such of the Charity Estates and Premises as were by the Grant thereof absolutely appropriated for the Maintenance of a Grammar School, and what was the annual Amount of the Revenues applicable to the Purposes of Education of such Parts of the said Charity Estates and Premises as were not by the Grants thereof absolutely appropriated to the Maintenance of a Grammar School; and it was ordered that it should be referred to the Master to inquire and state to the Court whether it would be for the Advantage of the Inhabitants of the Town and Parish of *Bingley* aforesaid that the Revenues applicable to the Purposes of Education

Education of such Part of the said Charity Estates and Premises as were not absolutely appropriated by the Grants thereof for the Maintenance of a Grammar School, or any and what Part thereof, should be applied for the Purpose of a General Education School, and if so the said Master was to approve of a Scheme for such Application, and the said Master was also to approve of certain Rules and Regulations of the School or Schools of such Charity as therein mentioned; and it was ordered that the said Master should ascertain and state what Portion of the Revenues of the Estate and Premises in the said Decree or Inquisition mentioned to have been the Gift of the said *William Wooller* was applicable for the Purpose of Education: And whereas, in pursuance of the lastly-recited Order, the said *William Busfeild* of *Upwood*, *William Penny*, *William Ellis*, and *Thomas Leach*, the said surviving Trustees of the Estates comprised in *Sunderland*'s Charity, with the Advice of *James Cheadle*, who was then and is now the Vicar of the said Parish Church of *Bingley*, duly elected and appointed *Frederick Greenwood*, *William Busfeild Ferrand* by his then Name of *William Busfeild*, *William Ellis* the younger, *Thomas Horner*, and *Mathew Walker*, all then Inhabitants of *Bingley*, to be Trustees with the said Defendants of the last-mentioned Estates, which were thereupon, by Indentures of Lease and Release bearing Date respectively the Twelfth and Thirteenth Days of *November* One thousand eight hundred and thirty-eight, the Release being made between the said *William Busfeild* of *Upwood*, *William Penny*, *William Ellis*, and *Thomas Leach*, of the First Part, the said *James Cheadle* of the Second Part, *Joseph Longbottom* of the Third Part, and the said *Frederick Greenwood*, *William Busfeild Ferrand* (by his then Name of *William Busfeild*), *William Ellis* the younger, *Thomas Horner*, and *Matthew Walker*, of the Fourth Part, duly conveyed to and vested in such surviving and new Trustees accordingly: And whereas, in further pursuance of the said lastly-recited Order, *William Rookes Crompton Stansfield*, the said *James Cheadle*, and *Thomas Chapman* (since deceased), then being Inhabitants or Freeholders in the said Parish of *Bingley*, were duly elected and appointed to be Trustees of the Estates and Premises comprised in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, and in the said Indenture of Feoffment of the Twenty-third Day of *April* One thousand six hundred and sixty-seven, together with the said *William Busfeild* of *Upwood*, *William Penny*, *William Ellis*, *Thomas Leach*, and *Walker Skirrow*, and the said Five new Trustees so appointed of *Sunderland*'s Charity, as last aforesaid; to make up the Number of such Trustees to Thirteen, but that the said *Thomas Leach* had died, and the said *Walker Skirrow* had resigned his Office of Trustee before the Execution of the Indenture next herein-after recited: And whereas, by a statutory Indenture of Release dated the Ninth Day of *November* One thousand eight hundred and forty-two, and

Appointment of new Trustees of Estates comprised in the Indenture of 13th June 1671.

Election of Trustees of Estates comprised in the Decree of 2d May 1623, and Feoffment of 23d April 1667.

Conveyance of the last-mentioned

and made between *Richard Tolson* the Party appointed by the Master to execute the same, as directed by the lastly-recited Order, of the One Part, and the said *William Busfeild* of *Upwood*, *William Ellis*, *William Penny*, *Frederick Greenwood*, *William Busfeild Ferrand*, *William Ellis* the younger, *Thomas Horner*, *Mathew Walker*, *William Rookes Crompton Stansfield*, *James Cheadle*, and *Thomas Chapman* of the other Part, the Estates and Premises comprised in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, and in the said Indenture of Feoffment of the Twenty-third Day of *April* One thousand six hundred and sixty-seven, were duly conveyed and assured to the Use of the said Parties thereto of the Second Part, and their Heirs and Assigns, upon trust nevertheless for the charitable Uses for which the said Hereditaments and Premises were respectively given as therein-before mentioned, and subject to the Provisions and Regulations made respecting the same by the said Decree of the said Commissioners, so far as such Decree continued in force, and to the Regulations made or to be made respecting the said Hereditaments and Premises by Her Majesty's said High Court of Chancery: And whereas the Master to whom the said Cause stood referred, by his Report bearing Date on or about the Tenth Day of *November* One thousand eight hundred and forty-two, and made in pursuance of the lastly-recited Order, and the Decree made on the Hearing of a Supplemental Information filed by the then Attorney-General for the Purpose of bringing such new Trustees before the Court, found, among other things, that the Sum of One hundred and thirty-four Pounds One Shilling and Sixpence, or thereabouts, was the Amount of the Revenue of such of the said Charity Estates as were by the Grants thereof absolutely appropriated for the Maintenance of a Grammar School, exclusively of the Schoolmaster's House, the annual Value of which was Fifty Pounds or thereabouts, and that the Sum of Seventy-two Pounds Five Shillings and Threepence, or thereabouts, was the annual Amount of the Revenues applicable for the Purpose of Education of such of the said Charity Estates and Premises as were not by the Grant thereof absolutely appropriated to the Maintenance of a Grammar School, and was of opinion that it would be for the Advantage of the Inhabitants of the Town and Parish of *Bingley* aforesaid that the Revenues applicable to the Purpose of Education of such Part of the said Charity Estates and Premises as were not absolutely appropriated by the Grants thereof for the Maintenance of a Grammar School should be applied for the Purpose of general Education; and he was also of opinion that it would be more for the Advantage of the Inhabitants of the said Town and Parish that the Revenues of the said Charity Estates should be applied for the Maintenance of One School only, in the Manner therein-after mentioned, than that any Portion should be applied for the Maintenance of a distinct School for general Education; and he found

Estates to new Trustees of the 9th November 1842.

Master's Report, dated 10th Nov. 1842.

found that One Moiety of the Revenues of the Estates and Premises comprised in *Wooller*'s Gift was applicable for the Purpose of Education; and the said Master therein set forth a Scheme which he had approved for the Application of the Revenues of such Part of the said Charity Estates and Premises as were not by the Grant thereof absolutely appropriated for the Maintenance of a Grammar School, and Rules and Regulations for the Management of the said School as directed by the lastly herein-before recited Order: And whereas by an Order dated the Twenty-sixth Day of *April* One thousand eight hundred and forty-three, and made on the Hearing of the said original and supplemental Causes, on further Directions, and on a Petition presented by *Joseph Longbottom* and *John Beauland*, intituled "In the "Matter of *Wooller*'s Gift, and in the Matter of an Act of Parliament "passed in the Fifty-second Year of the Reign of His late Majesty "King *George* the Third, intituled *An Act to provide a summary "Remedy in Cases of Abuses of Trusts created for Charitable Purposes*," it was declared that the Revenues of the Charity Estates and Premises mentioned or referred to in the said Master's Report of the Tenth Day of *November* One thousand eight hundred and forty-two, and thereby found to be appropriated or applicable to the Purpose of Education, ought to be so applied, and that the School in the same Report mentioned ought to be managed pursuant to the Scheme therein set forth; and it was ordered that the same should be carried into effect accordingly; and upon the same Petition it was ordered that it should be referred back to the Master to whom the said Cause stood referred to approve of a Scheme for the Appropriation of that Moiety of the Revenues of the Lands and Premises comprised in the aforesaid Endowment of the Thirteenth of *June* One thousand six hundred and seventeen, called "*Wooller*'s Gift," which then remained unappropriated as aforesaid, in such Manner as might be most conducive to the Benefit of the poor Inhabitants of the said Parish of *Bingley*; and it was ordered that the said Master in approving such Scheme should have regard to the Circumstances and Habits of the said poor Inhabitants of the said Parish; and it was ordered that the said Master should consider whether it would be for the Advantage of the said poor Inhabitants of the said Parish that any and what Part of the said unappropriated Moiety of the said Revenues of the said Premises should be applied to the Support of the Free Grammar School in *Bingley* aforesaid, and in aid of the Revenues thereof, or in any and what Manner for the Purpose of Education in the said Parish, and also whether it would be for the Advantage of the said poor Inhabitants that any and what Part of the Revenues of the said Premises should be applied in the giving of Alms to the poor Inhabitants, either in the Manner therein-before set forth, or in any other Manner: And whereas in pursuance of the lastly-recited Order the said Master made his Report, dated the Sixteenth Day of *December* One thousand eight hundred and forty-

Order, dated 26th April 1843.

Master's Report, dated 16th Dec. 1844.

forty-four, and thereby reported that he was of opinion that it would not be for the Advantage of the poor Inhabitants of the said Parish that any Part of the unappropriated Moiety of the Revenues of the Lands and Premises comprised in the said Endowment called "*Wooller*'s Gift" should be applied to the Support of the Free School in *Bingley* aforesaid, and in aid of the Revenues thereof, or in any other Manner for the Purpose of Education in the said Parish, and that it would not be for the Advantage of the said poor Inhabitants of the said Parish that any Part of the Revenues of the said Premises should be applied in the giving of Alms to the said Inhabitants either in the Manner theretofore accustomed or in any other Manner; and he was of opinion that the following was a proper Scheme for the Application of that Moiety of the Revenues of the Lands and Premises comprised in the aforesaid Endowment which then remained unappropriated as aforesaid in manner most conducive to the Benefit of the poor Inhabitants of the said Parish; that was to say, that the Sum of Twelve Pounds annually, Part thereof, should be set apart and applied by way of Subscription to some Medical Person, or to some Dispensary or Infirmary, in or in the Neighbourhood of the Parish of *Bingley*, as should be selected by the Trustees, with a View to secure to the poor People of the said Parish such Medical Attendance, Medicine, and Relief in case of Disease, Sickness, or Accident as would be required in such Cases for the poor People of the said Parish, and that the Residue thereof should be applied by the said Trustees, in Sums not exceeding Twelve Pounds as to any One Individual, in the apprenticing the Children of the poor People of the said Parish who had been educated at the said School to which the other Moiety of the said Funds were directed to be applied, for the Purpose of teaching them any Trade or other Employment, and that the Surplus (if any) in any One Year should be accumulated to meet the like Purposes in any subsequent Year: And whereas by an Order of the said Court, dated the Thirteenth Day of *January* One thousand eight hundred and forty-five, the lastly-recited Report was confirmed, and Directions were given in conformity with the Finding of the Master in the same Report: And whereas the said *William Penny* having died subsequently to the Execution of the said recited Indenture of the Ninth Day of *November* One thousand eight hundred and forty-two, *George Lane Fox* since deceased, and the Reverend *William Busfeild* then of *Keighley* in the said County, Clerk, and *Francis Butterfield* of *Bingley* aforesaid, Gentleman, were duly appointed Trustees of the Estate and Premises comprised in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, and in the said Indenture of Feoffment of the Twenty-third *April* One thousand six hundred and sixty-seven, in the Place of the said *William Penny*, *Thomas Leach*, and *Walker Skirrow*; and by a Statutory Indenture of Release, bearing Date the Seventeenth Day of *August* One thousand eight hundred and forty-seven,

Order dated 13th Jan. 1845.

Appointment of new Trustees of Estates comprised in Decree of 2d May 1623, and Indenture of Feoffment of 23d April 1667, by Indenture of 17th August 1847.

seven, and made between the said *William Busfeild* of *Upwood*, *William Ellis*, *Frederick Greenwood*, *William Busfeild Ferrand*, *William Ellis* the younger, *Thomas Horner*, and *Mathew Walker*, *William Rookes Crompton Stansfield*, *James Cheadle*, and *Thomas Chapman*, the then surviving Trustees, of the First Part, the said *George Lane Fox*, the Reverend *William Busfeild*, and *Francis Butterfield*, of the Second Part, and *George Dryden* Gentleman, of the Third Part, the lastly-mentioned Estates and Premises were duly conveyed to the Use of the said Parties thereto of the First and Second Parts, their Heirs and Assigns, upon trust nevertheless for the charitable Uses for which the said Hereditaments and Premises were respectively given as therein-before mentioned, and subject to the Provisions and Regulations made respecting the same by the said Decree of the said Commissioners so far as such Decree continued in force, and to the Regulations made or to be made respecting the said Hereditaments and Premises by Her Majesty's said High Court of Chancery: And whereas, after the Execution of the said lastly-recited Indenture, and before the Date of the Order of the said Court of Chancery of the Second Day of *July* One thousand eight hundred and fifty-two herein-after mentioned, the said *William Busfeild* of *Upwood*, *George Lane Fox*, and *Thomas Chapman* respectively departed this Life, and the said *George Dryden* and *Johnson Atkinson Busfeild* of *Rishworth Hall* in *Bingley* aforesaid, Gentlemen, and *Francis Sharpe Powell*, of *Horton* in *Bradford* aforesaid, Esquire, were duly appointed Trustees in their Place of the Estates and Premises comprised in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, and in the said recited Indenture of Feoffment of the Twenty-third Day of *April* One thousand six hundred and sixty-seven, but no Deed was made for vesting the legal Estate of the last-mentioned Estates in them jointly with the surviving Trustees: And whereas, under the Circumstances herein-before recited, the said *William Ellis*, *Frederick Greenwood*, *William Busfeild Ferrand*, *William Ellis* the younger, *Thomas Horner*, *Mathew Walker*, *William Rookes Crompton Stansfield*, the Reverend *William Busfeild*, the Reverend *James Cheadle*, *Francis Butterfield*, *George Dryden*, *Johnson Atkinson Busfeild*, and *Francis Sharpe Powell* were, at the Date of the Order of the Second Day of *July* One thousand eight hundred and fifty-two herein-after mentioned, the Trustees of the said Estates and Premises comprised in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, and in the said Indenture of Feoffment of the Twenty-third Day of *April* One thousand six hundred and sixty-seven, and the legal Estate therein was vested in the said last-mentioned Trustees, exclusively of the said *George Dryden*, *Johnson Atkinson Busfeild*, and *Francis Sharpe Powell*, by virtue of the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and forty-seven; and the said *William*

Further Changes in Trustees.

William Ellis, *Frederick Greenwood*, *William Busfeild Ferrand*, *William Ellis* the younger, *Thomas Horner*, and *Mathew Walker* were at the Date of the same Order the Trustees of the said Estates and Premises comprised in the said Indenture of Feoffment of the Sixteenth Day of *June* One thousand six hundred and seventy-one, called *Sunderland*'s Charity, and the legal Estate therein was then and is now vested in such Trustees by virtue of the said recited Indentures of Lease and Release of the Twelfth and Thirteenth Days of *November* One thousand eight hundred and thirty-eight: And whereas the Premises herein-before described as "all that Messuage or Tene-" ment, with the Appurtenances, in *Bingley* aforesaid, formerly " occupied in Two Dwellings, then in the Occupation of *Anthony* " *Whitley* and *John Thompson*, with the Barns, Backsides, and other " Buildings thereunto belonging, and near or adjoining One Close of " Meadow called the *Ing*, lying on the Backside of the said Mes-" suage, and then formerly occupied in Three Parts," other Part of the Estates and Premises comprised in *Sunderland*'s Charity, and appropriated to the Use of the Vicar of *Bingley*, were, in or about the Year One thousand eight hundred and thirty-nine, under the Impression and Belief that the same formed Part of the Glebe of the Vicarage of *Bingley* aforesaid, sold according to the Provisions of the Act of the First and Second *Victoria* Chapter Twenty-three, by the said *James Cheadle* then and now the Vicar, with the Consent and Approbation of the Bishop of *Ripon* the Ordinary, and of the Lord Chancellor, the Patron of the said Vicarage, and of the Archbishop of *York*, in whose Province the same was situate, for the Sum of One thousand five hundred Pounds, of which One thousand one hundred Pounds or thereabouts was expended in building a new Vicarage upon a Piece of Land which was purchased for that Purpose by public Subscription, and the remaining Four hundred Pounds was invested by the Governors of Queen *Anne*'s Bounty, as directed by the said recited Act, in the Purchase of Four hundred and twenty-three Pounds Ten Shillings Bank Three Pounds *per Centum* Annuities: And whereas in the Year One thousand eight hundred and forty-six the *Leeds and Bradford* Railway Company, under the Authority of their Act of Parliament, purchased One Acre One Rood Seventeen Perches or thereabouts of Land, Portion of the Lands and Premises comprised in the said Endowment of the Thirteenth *June* One thousand six hundred and seventeen, called *Wooller*'s Gift, for the Purpose of their Railway, for Sums amounting together to the Sum of One thousand two hundred and forty-seven Pounds Ten Shillings, which Sum was paid by the said Company into the Bank of *England* under the Provisions of their Acts: And whereas a great Part of the Estates of the said several Charities consists of small detached Plots of Land, some lying intercepted between and wholly surrounded by Lands belonging to large Landowners, and others, especially those within

within the Town of *Bingley*, hemmed in by surrounding Buildings belonging to different Owners, and thereby rendered unfit for agricultural or even Garden Purposes, and are now nothing better than Pieces of Waste on which the Inhabitants, notwithstanding the Vigilance of the Trustees residing in the Neighbourhood, are constantly depositing Rubbish and Filth and making Encroachments, and in particular in the said Town of *Bingley* and its immediate Vicinity the aggregate Area of the Premises belonging to the said Charities is not quite Fourteen Acres, and is divided into Fourteen different Plots, and, except in One Instance, no Two of them adjoin to each other; and a Farm belonging to the Trust at *Wilsden* consists of Nine distinct Fields, all of which are detached: And whereas in many Instances the Farms belonging to the said Charities are without any Buildings attached, and are occupied by Tenants who reside on the Property of others: And whereas there are many Houses and Buildings on the said Estates, nearly all of which, except the Head Schoolmaster's House, are from their great Age, and the limited Amount which can be expended in repairing them in the present State of the Funds of the said Charity Estate, in a State of Decay, and will in the Course of a few Years have to undergo extensive Repairs or be rebuilt to render them at all beneficial to the Charities, and to effect such Repairs or Restoration the Trustees would have to expend a considerable Part of the Revenues of the Charity Estates, to the Prejudice of Education and other Objects of the Charity: And whereas the Town of *Bingley*, in which most of the Houses and Buildings are situate, as well as many of the detached Portions of Land, is within Six Miles of *Bradford* in the said County of *York*, the chief Seat of the Worsted Manufacturers, and has greatly increased both in Extent and Population since the Introduction of Steam Power into the Mills and Manufactures employed in the Worsted Trade, and from the extraordinary Impulse given to that Trade in the last Twenty Years, and as there is still every Probability of the Trade further increasing, Land for building Purposes in *Bingley* and its Vicinity has for a long Time past been and still is in great Request: And whereas some Inconvenience was found to result from the Trustees of *Sunderland*'s Charity not being the same Body as the Trustees under the said recited Decree of the Second Day of *May* One thousand six hundred and twenty-three, and considerable Expense was from Time to Time occasioned in the Appointment of new Trustees of the said respective Charities, which Inconvenience and Expense would be obviated if all the said Charity Estates were vested in One Body of Trustees, and such Body were incorporated: And whereas, under the Circumstances aforesaid, it would be very advantageous to the said Charities if the said Trustees of the said Charities were incorporated, and the Charity Estates were vested in such corporate Body upon the Trusts affecting such Estates respectively, but such Incor-

poration cannot be effected without the Authority of Parliament: And whereas by an Order of the said Court of Chancery bearing Date the Second Day of *July* One thousand eight hundred and fifty-two, and made in the Matter of the *Bingley* Free School and Charity Estates, and of the said Act of Parliament passed in the Fifty-second Year of the Reign of His late Majesty King *George* the Third, it was ordered that the said *William Ellis*, *Thomas Horner*, and the Reverend *William Busfeild*, the then Petitioners, and the said *Frederick Greenwood*, *William Busfeild Ferrand*, *William Ellis* the younger, *Mathew Walker*, *William Rookes Crompton Stansfield*, the Reverend *James Cheadle*, *Francis Butterfield*, *George Dryden*, *Johnson Atkinson Busfeild*, and *Francis Sharpe Powell*, the then Trustees of the said Estates and Premises comprised in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, and in the said Indenture of Feoffment of the Twenty-third Day of *April* One thousand six hundred and sixty-seven, and their Successors, Trustees of the said last-mentioned Estates and Premises, should be also the Trustees of the said Estates and Premises comprised in the said Indenture of Feoffment of the Thirteenth Day of *June* One thousand six hundred and seventy-one, called *Sunderland*'s Charity; and it was ordered that the said Trustees should be at liberty to apply in the then next Session of Parliament for an Act to incorporate the said Trustees and their Successors, and to vest all the said Charity Estates and Premises in such Corporation, upon the Trusts affecting the said Estates respectively, and to have inserted in such Act proper Powers and Provisions for enabling such Corporation to sell and exchange and grant Building Leases of all or any Part of the said Estates, and other proper Powers and Provisions for the Improvement and Management of the said Estates, and for the ordering and Regulation of the Affairs of the said Charity, and for defraying the Costs of applying for and obtaining the said Act; and it was ordered, that it should be referred to the Master in rotation to settle and approve of a Bill for such Act; and it was ordered that the Master should ascertain of what the said Charity Estates respectively then consisted, and the Purposes to which the same were respectively appropriated; and it was ordered that he should state the Particulars thereof in a Schedule to the said Bill; and it was ordered that the said Trustees should allow the Sale made as herein-before and in the said Petition mentioned, by the said *James Cheadle* the present Vicar of *Bingley*, of Part of the Estates comprised in *Sunderland*'s Charity, and thereby appropriated to the Use of the Vicar of *Bingley*, to continue undisturbed; and it was ordered that the Trustees should be at liberty to expend any Sum not exceeding Nine hundred Pounds in the building of a new School House upon the Piece of Land in the said Petition mentioned and therein stated to be Part of the

Order of 2d July 1852.

Charity

Charity Estates comprised in *Wooller*'s Gift in the said Petition mentioned, and to appropriate the remaining Part of the said Piece of Land or a sufficient Portion thereof for a Playground, and by way of Compensation for that Moiety of the Site of the said new School House and the Playground which is appropriated to other Purposes than Education, as herein-before and in the said Petition mentioned, it was ordered that the Sum of One Pound Ten Shillings should be annually applied by the said Trustees to such other Purposes as last aforesaid out of that Moiety of the Revenues of the Estates comprised in *Wooller*'s Gift, which is applicable to the Purpose of Education, as in the said Petition mentioned; and it was ordered that the Trustees should be at liberty to obtain Payment out of Court of that Moiety of the Sum of One thousand two hundred and forty-seven Pounds Ten Shillings in the said Petition mentioned to have been paid by the *Leeds and Bradford* Railway Company as the Purchase Money of the Land comprised in *Wooller*'s Gift appropriated to the Purposes of Education; and it was ordered that they should apply the same, when obtained, together with the Residue of the Sum of Two hundred and six Pounds Nineteen Shillings and Threepence then in their Hands which should remain after Payment of the Costs by the said Order directed to be paid thereout, towards defraying the Expenses of building the said School House; and it was ordered that the Deficiency of such Monies to defray such Expenses (the Amount of such Deficiency to be ascertained by the said Master) should be raised by a Sale or Mortgage of the old School House and the Site thereof, or of other Parts of such of the said Charity Estates as are appropriated to the Purpose of Education, as the said Master should direct: And whereas the Master in rotation to whom the last-mentioned Order was referred, by his Report made in the said Matters, and bearing Date the Fourth Day of *May* One thousand eight hundred and fifty-three, certified that he had perused and settled a Draft Bill laid before him, being the Bill for this Act; and the said Master thereby found of what the said Charity Estates then consisted, and the Purposes to which the same were respectively appropriated, and the Particulars thereof are stated in the Schedule to this Act: And whereas by an Order of the said Court, dated the Seventh Day of *May* One thousand eight hundred and fifty-three, the lastly-recited Report was confirmed: Wherefore Your Majesty's most dutiful and loyal Subjects, *William Ellis*, *Frederick Greenwood*, *William Busfeild Ferrand*, *William Ellis* junior, *Thomas Horner*, *Mathew Walker*, *William Rookes Crompton Stansfield*, *William Busfeild*, *James Cheadle*, *Francis Butterfield*, *George Dryden*, *Johnson Atkinson Busfeild*, and *Francis Sharpe Powell*, do hereby most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice

Master's Report dated 4th May 1853.

Order dated 7th May 1853.

Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Number and Appointment of Trustees.

I. The Trustees of the said several Trust Estates and Charities shall be the Vicar of *Bingley* for the Time being, and not more than Twelve other Persons, being Inhabitants or Freeholders in the Parish of *Bingley*, and Members of the Church of *England*; and whenever the Number of Trustees, other than the Vicar for the Time being, shall be reduced to Six, by Death, Resignation, or Disqualification, the Court of Chancery shall appoint so many new Trustees as may be sufficient to raise the Number of Trustees, other than the Vicar, to the full Number of Twelve.

Trustees how to become disqualified.

II. Any Trustees, not being the Vicar of *Bingley* for the Time being, who shall refuse or decline to act, or become incapable to act, or neglect to act, for a Period of Two Years, or shall cease to be an Inhabitant or Freeholder in the Parish of *Bingley*, or shall cease to be a Member of the Church of *England*, or shall become bankrupt or take the Benefit of any Act for the Relief of Insolvent Debtors, shall be considered disqualified, and shall, by virtue of such Disqualification, *ipso facto* cease to be a Trustee.

Incorporation of Trustees.

III. The said Reverend *James Cheadle*, as the present Vicar of *Bingley*, and his Successors Vicars of *Bingley* for the Time being, and *William Ellis*, *Frederick Greenwood*, *William Busfeild Ferrand*, *William Ellis* the younger, *Thomas Horner*, *Mathew Walker*, *William Rookes Crompton Stansfield*, *Francis Butterfield*, the Reverend *William Busfeild*, *Johnson Atkinson Busfeild*, *Francis Sharpe Powell*, and *George Dryden* (being, with the Vicar, the present Trustees of the said Trust Estates and Charities), and their Successors, Trustees thereof for the Time being, appointed according to the Provisions of this Act, shall be united and incorporated by the Name of "The *Bingley* School and Charity Trustees," and by that Name shall be a Body Corporate with perpetual Succession, and by that Name shall have power to have, hold, and enjoy the Messuages, Lands, Rents, and Hereditaments comprised in the Schedule to this Act, and by this Act vested in them, as herein-after mentioned, and also all such other Messuages, Lands, Rents, and Hereditaments (if any) as now belong to the said Charities respectively, or as may be purchased or acquired under the Powers and Provisions in this Act contained, or by the Investment of the Monies or any Part of the Monies paid as aforesaid into the Bank of *England* by the *Leeds and Bradford* Railway Company for Land purchased by the said Company as aforesaid, without being subject to the Provisions of the Statutes of Mortmain; and by that Name shall exercise the Powers

and Authorities contained in this Act, and execute and perform the several Trusts affecting the same Hereditaments respectively, subject to the Directions contained or referred to in the said recited Decree of the Second Day of *May* One thousand six hundred and twenty-three, and the Decrees and Orders made and to be made by the said Court of Chancery, and to the Provisions of this Act touching the same respectively; and by that Name also shall and may sue and be sued, and have a Common Seal: Provided always, that, notwithstanding such Incorporation, every Trustee for the Time being shall be responsible for the due Execution of the Trusts, in the same Manner as he would have been, had no Incorporation taken place.

Estates and Property of the respective Charities vested in Trustees.

IV. The Fee Simple of all the said Messuages, Lands, Rents, and Hereditaments now belonging to the said respective Charities, and which are described or enumerated in the said Schedule to this Act, and all such other Messuages, Lands, Rents, and Hereditaments (if any) as now belong to the said respective Charities, and all Monies and Personal Properties now belonging to the said respective Charities, shall be vested by virtue of this Act, from and immediately after the passing thereof, and without other Conveyance, in the Trustees for the Time being of the same respective Charities by their said corporate Name of "The *Bingley* School and Charity Trustees," but for the Purposes only of the said respective Charities; and all the Rents and Revenues and Income arising and to arise from the Estates and Property for the Time being belonging to the said respective Charities shall from Time to Time be applicable and applied to the several Objects and Purposes thereof according to the Trusts aforesaid, subject to the Direction contained in the said Decree of the Second Day of *May* One thousand six hundred and twenty-three, and the Orders made and to be made by the said Court of Chancery, and to the Provisions of this Act touching the same respectively.

Power to Trustees to sell and exchange.

V. It shall be lawful for the said Trustees for the Time being of the said respective Charities, with the Approbation of the said Court of Chancery, from Time to Time to sell or exchange for other Messuages, Lands, or Hereditaments situate in the said Parishes of *Bingley* or *Bradford*, or elsewhere within Thirty Miles thereof, all or any of the Messuages, Lands, and Hereditaments which may for the Time being belong to or form Part of the said Charity Estates, and upon any such Exchange, with such Approbation as aforesaid, to give or receive any Money for Equality of Exchange, and any such Sale may be made either by Public Auction or Private Contract as the said Court shall direct; and the said Trustees shall have full Power to insert in any Conditions of Sale, or Contract for Sale or Exchange of the said Premises or any Part thereof, any such special or other Stipulations as to Title or Evidence of Title, or otherwise, as

as the said Court shall direct, and upon any such Sale to fix such reserved Biddings as the said Court shall think proper, and with the Approbation of the said Court to rescind any Contract for Sale of the said Trust Estates, or any Part or Parts thereof, and resell; and the said Trustees shall receive all Monies which may become payable upon any Sale or Exchange as aforesaid, and with all convenient Speed lay out and invest the same, with the Approbation of the said Court, in the Purchase of other Messuages, Lands, or Hereditaments situate in the said Parishes of *Bingley* or *Bradford* or elsewhere within Thirty Miles thereof, for an Estate of Inheritance in Fee Simple; and all the Hereditaments so purchased or received in exchange as aforesaid shall be conveyed to and vested in the said Trustees by their said corporate Name, and held by them upon the same Trusts as the Hereditaments so sold or exchanged were subject to previously to such Sale or Exchange.

Monies to arise from Sales or Exchanges to be invested until laid out in the Purchase of Land.

VI. Until the Monies to arise by any such Sale or Exchange as aforesaid shall be disposed of as aforesaid, as in the preceding Clauses directed, the said Trustees for the Time being of the said Charities shall place out such Monies in or upon the Parliamentary Stocks or Public Funds of *Great Britain*, or upon Government or Real Securities in *England* or *Wales*, in such Manner as the said Court shall direct, and with the Approbation of the said Court shall alter, vary, or transpose the said Stocks, Funds, and Securities; and the Dividends, Interest, and annual Produce of such Stocks, Funds, and Securities shall be received, paid, and applied upon and for such Trusts, Intents, and Purposes, and in such Manner, as the Rents and Profits of the Hereditaments and Premises to be purchased therewith as aforesaid would be payable or applicable in case such Purchase or Purchases as aforesaid were then actually made: Provided always, that it shall be lawful for the said Trustees, with the Approbation of the said Court, to apply any of the said Monies, either before or after the temporary Investment thereof, in or towards any of the Purposes for which the Monies to be raised by Mortgage of the said Charity Estate are by the next Clause herein authorized to be applied.

Power to raise Money on Mortgage for specified Purposes.

VII. It shall be lawful for the said Trustees for the Time being of the said Charities, with the Approbation of the said Court, from Time to Time to raise any Monies by Mortgage, either for a Term or in Fee, of any Hereditaments for the Time being constituting or comprised in the said Charity Estates, and with the like Approbation to apply the same, when raised, for or towards the Payment of the Costs, Charges, and Expenses of and incident to the applying for and obtaining this Act, and the executing of the Powers thereof, and any other Costs, Charges, and Expenses incurred or to be incurred by the said Trustees in relation to the said Charities and Estates, or the

Trusts

Trusts thereof, or otherwise directed by the Court to be paid thereout, or for or towards the Discharge of any former Mortgage, Charge, or Incumbrance for the Time being affecting all or any of the said Hereditaments, or the Payment of any Sum of Money agreed to be paid by the said Trustees for Equality of Exchange, or for or towards the defraying the Expense of building the said new School House so far as the specific Funds appropriated for that Purpose by the said recited Order of the Second of *July* One thousand eight hundred and fifty-two shall prove to be insufficient, or for or towards the repairing or rebuilding Houses or Buildings, or erecting new Houses or Buildings, on Land for the Time being constituting or comprised in the said Charity Estates, or draining or otherwise improving the same Estates, or for or towards such other Purposes as the Court of Chancery may from Time to Time direct; and that in all Cases a Sinking Fund shall be formed, whereby the Principal may be paid off within Twenty-five Years from the Date of such Mortgage: Provided always, that no Mortgagee lending or advancing Money upon any Mortgage purporting or intended to be made under the Power last aforesaid shall be bound to see that such or so much Money is wanted, or to inquire into the Regularity, Necessity, or Propriety of such Mortgage further than to see that the same is authorized by the said Court.

In all Cases a Sinking Fund shall be formed whereby the Principal may be paid off within 25 Years from the Date of such Mortgages.

Contribution between Charities where Monies arising from the Estates of one Charity are applied in whole or in part for the Benefit of One or more of the other Charities.

VIII. In case any Monies arising from the Estates of any One of the said Charities shall be applied under the Two last preceding Clauses, or either of them, not exclusively for the Benefit of that Charity, but wholly or in part for the Benefit of One or more of the said other Charities, such other Charity, or each of such other Charities, if more than One, shall be held liable to bear or contribute, as the Case may be, the whole or its fair Proportion, to be settled by the said Court, of such Monies, and the same shall accordingly be charged upon the Estates of the last-mentioned Charity, or each of the last-mentioned Charities, if more than One, in aid or for the Benefit of the Charity from whose Estates such Monies arose.

Power to grant Leases of Mines, &c.

IX. It shall be lawful for the Trustees for the Time being of the said Charities, with the Approbation of the Court of Chancery, from Time to Time to demise, or to contract to demise and afterwards to demise accordingly, to any Person or Corporation willing to take the same, all or any of the Mines, Quarries, and Minerals, whether opened or unopened, lying within and under or upon any Part of the Hereditaments for the Time being constituting or comprised in the said Charity Estates, and also any Part of the same Hereditaments which may be thought proper or expedient to be demised therewith, and any Part of such Hereditaments which it may be deemed expedient to demise for facilitating the working of Mines, Quarries, and

and Minerals not lying within or under or upon any Part of such Hereditaments, for such Term and Number of Years, with such Liberty, Licence, Power, and Authority to bore, dig, search for, win, work, take, use, and dispose of all such Minerals and Stone as shall be found in the Mines and Quarries so to be demised, and with all such other Powers and Privileges for more effectually or conveniently working, carrying away, and disposing of the said Mines, Quarries, Minerals, and Stone as the said Court shall think proper.

Rents of Mines and Minerals to be paid to the Trustees and by them applied in same Way as Monies arising from the Sale of Estates.

X. The Rents, Dues, and Reservations which from Time to Time hereafter shall be reserved or become payable on any Demise of any Mines, Quarries, or Minerals, by virtue of the last-mentioned Power, shall from Time to Time be paid to the said Trustees, and be laid out or applied by them in the same Way as is herein-before provided with respect to the Monies to be received from the Sale of the Charity Estates to which such Mines, Quarries, and Minerals belonged.

Power to fell Timber and dispose of the same.

XI. It shall be lawful for the said Trustees for the Time being of the said Charities, from Time to Time as they may think fit, to fell and cut down any Timber or other Trees which now are or shall or may be hereafter standing and growing in or upon the Hereditaments for the Time being constituting or comprised in the said Charity Estates, or any of them, and to use the same or any Part thereof in rebuilding or repairing any of the Buildings, or, with the Approbation of the said Court, erecting new Buildings, upon any Part of the said Charity Estates, which shall be subject to the same Trusts as the Land on which such Timber and other Trees stood, and to sell so much thereof as shall not be so used, and to apply the Monies arising therefrom, for any of the Purposes for which the said Timber and other Trees are herein-before authorized to be used, and to lay out and apply the Residue of such Monies (if any) in the same Way as is herein-before provided with respect to the Monies which might be received from the Sale of the Hereditaments on which the same Timber or other Trees stood.

Power to grant Building and Repairing Leases.

XII. It shall be lawful for the said Trustees for the Time being of the Charities, with the Approbation of the Court of Chancery, from Time to Time to demise, or contract to demise and afterwards to demise accordingly, all or any Part of the Hereditaments for the Time being constituting or comprised in the said Charity Estates to any Person or Corporation who shall improve the same by erecting or building thereon any new House, Erection, or Building, or by re-building, repairing, or improving any House, Erection, or Building for the Time being standing on the same Hereditaments, or any Part thereof, or shall covenant or agree so to do within Two Years after the

the Date of such Demise, for such Term of Years, and subject to such Conditions and Provisoes, as the said Court shall think proper.

Power to pull down old Buildings and erect new ones.

XIII. It shall be lawful for the said Trustees for the Time being of the said Charities from Time to Time to take down and remove all or any old or decayed Buildings which now are or at any Time hereafter shall or may be standing upon the Hereditaments for the Time being constituting or comprised in the said Charity Estates, or any of them, and to use the old Materials, or any Part thereof, in reconstructing such old or decayed Buildings, or in rebuilding or repairing any of the Buildings, or, with the Approbation of the said Court, in or towards the Erection of new Buildings, upon any Part of the said Charity Estates, which shall be subject to the same Trusts as the Land on which such old or decayed Buildings stood, and to sell so much thereof as shall not be so used, and to apply the Proceeds of such Sale, or any Part thereof, for any of the Purposes for which the said old Materials are herein-before authorized to be used, and to lay out and apply the Residue thereof, if any, in the same Manner as is herein-before provided with respect to any Monies which might be received from the Sale of the Land on which the said old or decayed Buildings stood.

Power of leasing at Rackrent.

XIV. It shall be lawful for the Trustees for the Time being of the said Charities from Time to Time to demise, or contract to demise and afterwards to demise accordingly, the Hereditaments for the Time being constituting or comprised in the said Charity Estates, or any Part thereof, for any Term not exceeding Twenty-one Years, to take Effect in possession and not in reversion, so that in every such Demise there shall be reserved the most improved yearly Rackrent to be incident to the immediate Reversion that can be reasonably obtained for the Hereditaments therein comprised, without taking anything by way of Fine, Premium, or Foregift, and so that the Lessee be not authorized to commit Waste of the demised Premises, or be exempted from Responsibility for the Commission of any such Waste, and so that the Lessee execute a Counterpart of every such Demise (the Mention of which Counterpart in any such Demise shall for the Purposes of this Act be conclusive Evidence of the same), and do thereby covenant for the due Payment of the Rent thereby reserved, and so that in every such Demise there be contained a Condition of Re-entry on Nonpayment within a reasonable Time of the said Rent, and every such Demise shall contain such other Covenants and Provisions as the said Trustees shall think proper.

Power for Trustees to purchase

XV. It shall be lawful for the said Trustees for the Time being of the said Charities, with the Approbation of the said Court of Chancery, for

for such Consideration as herein-after in that Behalf mentioned, or without any Consideration, to agree with any Party or Parties entitled to the Benefit of any Lease which has been, or, under the Powers herein contained or any of them, shall be granted of any Part of the said Charity Estates and Premises respectively, for the Purchase or Surrender of the whole of the Leasehold Interest under such Lease, and also for the like Consideration, or without any Consideration, to agree with any Party or Parties who shall be entitled to the Benefit of such Lease, subject to any Sub-Lease or Sub-Leases which may have been granted of all or any Part of the Premises comprised in such Lease, for the Purchase or Surrender of the Interest of the Party or Parties entitled to the Benefit of such Lease, subject to such Sub-Lease or Sub-Leases as aforesaid, and in all Cases in which the said Trustees shall by any such Purchase as aforesaid have become entitled to the Reversion immediately expectant upon any such Sub-Lease or Sub-Leases they may, with the Approbation of the said Court, agree for the like Consideration, or without any Consideration, with the Party or Parties entitled to the Benefit of such Sub-Lease or Sub-Leases, whether such Party or Parties shall be in the actual Possession or the actual Receipt of the Rents and Profits of the Premises comprised in such Sub-Lease or Sub-Leases, or shall be entitled subject to any Estate or Interest derived out of such Sub-Lease or Sub-Leases, for the Purchase or Surrender of the Interest of the Party or Parties entitled to the Benefit of such Sub-Lease or Sub-Leases.

Leases which have or may be granted of Charity Estates.

XVI. It shall be lawful for the Trustees for the Time being of the said Charities from Time to Time to contract and agree with any Person with whom any Contract for a Lease may have been entered into under any or either of the Powers herein-before contained, or his Executors, Administrators, or Assigns, for a Release and Surrender by him of all or any Part of the Hereditaments in such Contract comprised, and upon such Release or Surrender being duly made then to release and acquit the Person with whom any such Contract may have been entered into, his Executors, Administrators, or Assigns, from the further Observance and Performance of the same Contract as to all or any Part (as the Case may require) of the Hereditaments therein comprised, and upon any such Release or Surrender of Part of the Hereditaments in any such Contract comprised to apportion or join in apportioning the Rent or Rents thereby agreed to be reserved: Provided that when under the preceding Provisions the original Contract for a Lease shall have received the Sanction of the Court of Chancery no Contract or Agreement for the Release or Surrender thereof shall be made without the Approbation of the said Court.

Power to the Trustees to accept Surrenders of Contracts for Leases.

XVII. When-

Power of reletting Premises recovered or surrendered.

XVII. Whenever the Possession of the Hereditaments comprised in any Lease or Contract for a Lease already made or entered into, or hereafter to be made or entered into, under the Powers herein-before in that Behalf contained, or any of them, shall be resumed or recovered by virtue of or under any Condition of Re-entry or any Purchase as aforesaid, or if a Release or Surrender of the same Hereditaments or any Part or Parts thereof shall at any Time or Times be accepted under the Powers herein-before in that Behalf contained, or either of them, then and in every such Case it shall be lawful for the Trustees for the Time being of the said Charities to demise, or contract to demise and afterwards to demise accordingly, the Hereditaments so resumed, recovered, released, or surrendered, in such and the like Manner as if the same Hereditaments or any Part thereof had not been previously so demised or contracted so to be.

Power to vary Contracts for Leases.

XVIII. It shall be lawful for the Trustees for the Time being of the said Charities, when and as they shall deem it expedient, from Time to Time to enter into any new Covenant or Stipulation with any Person with whom any such Contract for a Lease shall have been made or entered into as aforesaid, his Executors, Administrators, or Assigns, by way of Addition or Explanation, Substitution or Alteration of any of the Covenants or Stipulations in such Contract contained, or to release such Person, and his Executors, Administrators, or Assigns, from the Observance of any Part of the same Contracts, and also (if the said Trustees shall deem it expedient) to enter into any new Covenants or Stipulations with such Person, and his Executors, Administrators, or Assigns, in lieu of the Part which shall have been so released as aforesaid of the same Contract: Provided that when under the preceding Provisions the original Contract for a Lease shall have received the Sanction of the Court of Chancery, no Variation shall be made therein under this Section unless with the Approbation of the Court.

Leases to be valid although varying from previous Contracts.

XIX. Every Lease to be granted under any or either of the Powers herein-before contained shall be deemed and taken to be duly granted, although such Lease shall have been made in pursuance or in consequence of any previous Contract which shall not in all respects have been duly observed, and notwithstanding any Variation between such Lease and such previous Contract, and that after the Execution of any Lease made or granted in pursuance of or in consequence of any previous Contract such Contract shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease: Provided such Lease shall be conformable to the Restrictions and Provisions herein-before contained with respect to Leases hereby authorized to be granted as aforesaid of the like Nature.

XX. When-

Voidable Leases may be confirmed.

XX. Whensoever any Lease hereafter to be made or expressed or intended to be made in pursuance or in exercise of the Powers herein-before in that Behalf respectively contained, or any or either of them, shall be void or voidable by reason of any technical Error or Informality in such Lease, or in the Execution thereof, it shall be lawful for the Trustees for the Time being of the said Charities (when and so often as Occasion shall require and they shall so think fit) to confirm such Lease, or, pursuant to the Powers and subject to the Restrictions herein-before respectively contained and directed, to grant a new Lease in lieu of the Premises comprised in such void or voidable Lease for any Term or Estate not exceeding the then Residue of the Term or Estate granted, or purporting to be granted, by such void or voidable Lease, and at and under the same Rent or annual Payment reserved in such void or voidable Lease.

What Receipts shall be sufficient Discharges.

XXI. The Receipt in Writing of the Trustees for the Time being of the said Charities, under their Common Seal, for any Purchase Money, Exchange Money, Mortgage Money, or other Money which may become payable to them in execution of any of the Trusts of the said Charities, and as to the annual Rents and Profits of the said Trust Estate, or any Part thereof, the Receipt of the Bailiff Receiver or Agent for the Time being of the said Trustees, shall effectually discharge the Person or Persons paying such Money from the same, and from being bound to see to the Application, or from being answerable for the Misapplication or Nonapplication thereof.

How Orders of the Court may be obtained.

XXII. Whenever an Appointment of new Trustees shall under the preceding Provision become necessary, and in all other Cases in which the said Trustees are by this Act authorized to do any Act with the Approbation or under the Direction of the Court of Chancery, or in which the Approbation or Direction of the said Court shall be necessary for the Regulation and Management of the said Charities and their Estates and Property, the said Trustees shall be at liberty, without special Order, to lay Proposals for such Purpose before One of the Judges of the said Court in Chambers; and such Judge shall be at liberty to receive the same, and to make such Order thereon as shall be just; and the Attorney General shall have Notice of all such Proceedings: Provided always, that nothing herein contained shall be construed to destroy, lessen, or affect the Power of the said Court to make Orders touching the said Charities and their Estate and Property, and the Regulation and Management thereof, in or upon an Information or a Petition presented under the Powers of the said Act passed in the Fifty-second Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to provide a summary Remedy in Cases of Abuses of Trusts created for charitable Purposes.*

General Saving of Rights.

XXIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons whomsoever (other than the Trustees of the said respective Charities, and the Persons entitled to or to become entitled to the Benefit of the said respective Charities), all such Estate, Right, Title, Interest, Property, Benefit, Claim, and Demand whatsoever in, of, to, or upon the Hereditaments by this Act vested in the said Trustees, or any Part thereof, or the Income of the said several Estates, Hereditaments, and Premises, or in, of, to, or upon any Part of the same, as She or they or any of them had immediately before the passing of this Act, or could or might have had or enjoyed if this Act had not been passed.

Short Title Clause.

XXIV. In citing this Act for any Purpose it shall be sufficient to use the Expression, "The *Bingley* School and Charity Estate Act, 1853."

Act as printed by the Queen's Printers to be Evidence.

XXV. This Act shall not be a Public Act, but the same shall be printed by the several Printers to the Queen'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.

SCHE-

SCHEDULE referred to by the foregoing Act.

PART I.

LANDS and HEREDITAMENTS given exclusively to the Use of the Free Grammar School, Bingley.

Description of Property.	Contents of Land.	Where situate.	Tenant's Name.	Yearly Rent.
	A. R. P.			£ s. d.
Farmhouse, Outbuildings, Garden, Stackyard, and Road.	0 1 14	Wood Bottom, in Bingley.	Francis Whitley -	30 0 0
Croft - - -	0 3 10	"		
Two Days' Work - -	0 3 33	"		
Four Days' Work - -	2 0 7	"		
Six Days' Work - -	2 1 10	"		
Three Days' Work - -	2 0 16	"		
Paddock - - -	0 2 10	Green Hill, in Bingley.		
House, Outbuildings, Garden, and Orchard.	1 0 12	Bingley - -	The Reverend Thomas Dixon, Head Master.	
House, Outbuildings, Yard, and Garden.	0 1 35	Lady House, in Bingley.	Thomas Wild -	21 0 0
Ing - - -	2 0 11	Bingley - -		
Laithend Field - -	0 3 9	" - -		
Middle Field - -	1 1 33	" - -		
Puzzle Field - - -	2 0 26	" - -		
Paddock - - -	0 1 38	" - -		
Low Field - - -	1 1 25	" - -		
Far Field - - -	1 0 17	" - -		
Two Cottages, Outbuildings, Yards, and Garden.	0 1 1	Myrtle Place, in Bingley.	William Smith and Edward Stephenson	7 15 0 4 4 0
Dubb Ing - - -	1 2 24	Bingley - -	Thomas Weatherhead.	5 7 0
Part of Dubb Ing, taken for Leeds and Liverpool Canal.	- -	- - -	Leeds and Liverpool Canal Company.	4 3 0
Coal Wharf - - -	0 0 27	- - -	George Walker -	8 10 0
Three Cottages, called Beckstone Cottages.	0 0 17	- - -	D. W. Sharpe -	18 10 0
House, Outbuildings, and Stone Yard.	0 0 30½	High Street -	Samuel Atkinson -	14 0 0
House and Outbuildings.		Bingley - -	William Taylor -	3 10 0
House and Outbuildings, Blacksmith's Shop, Shed, and Yard.		High Street, Bingley.	J. B. Carrodus -	8 0 0
			Mr. Ruddall -	5 14 0
			Jonathan Bradley	6 6 0
Lime Kiln Ing - -	0 2 11	Near the Town of Bingley.	Thomas Foulds -	1 11 6
Land, Part of Lime Kiln Ing, covered by the Leeds and Liverpool Canal.	- -	- - -	Leeds and Liverpool Canal Company.	1 0 0

The Bingley School and Charity Estate Act, 1853.

Description of Property.	Contents of Land.	Where situate.	Tenant's Name.	Yearly Rent.
	A. R. P.			£ s. d.
Penfold Acre and Barn and Outbuildings.	1 0 31	- - -	Thomas Weatherhead.	10 5 0
Apothecary Hills - -	1 3 21	- - -	"	
Old School House and Buildings.	0 0 6	Bingley - -	The Trustees.	
Garden and Premises adjoining old School House.	0 0 10	- - -	David W. Sharpe -	1 1 0

Rentcharges.

Lands charged.		Where situate.	Names of Tenants or Owners.	Amount of Rent.
	A. R. P.			£ s. d.
Land at Greenhill - -	- -	Bingley - -	Francis Whitley -	0 8 0
Ditto - -	- -	" - -	Dr. Carton - -	0 1 4
Ditto - -	- -	" - -	Ditto - -	0 1 4
Land at Laythorne - -	- -	" - -	Ditto - -	0 2 8
Ditto at Marley - -	- -	Near Bingley -	Mr. Roundell -	0 13 4
Ditto at Riddesdale - -	- -	" - -	Frederick Grenwood	0 6 8
Ditto at Micklethwaite -	- -	" - -	John Tolson -	0 2 8
Ditto at Cross Butts -	- -	Bingley - -	John Butterfield -	0 8 0
	26 1 14½			153 0 6

PART II.

LANDS and HEREDITAMENTS comprised in Wooller's Gift, the Revenues whereof are directed to be applied, One Moiety thereof for the Support of the General Education, and the other Moiety for the Benefit of the Poor of Bingley.

Description of Property.	Contents.	Where situate.	Tenant's Name.	Yearly Rent.
	A. R. P.			£ s. d.
The Bank Field - -	1 3 6	Castle Field, Bingley.	David W. Sharpe -	30 0 0
Bank Top Field - -	1 3 29			
Great Castle Field - -	3 3 32			
Little Castle Field - -	2 0 30			
Part of High Field -	0 0 31	Bingley.		
N.B.—Other Part taken for Site of new School-house and Playground, containing 31 Perches	- -	- - -	The Reverend Thomas Dixon.	7 8 0
Croft - - -	0 1 3			
Binn's Ing - - -	1 3 35			
Louse Pasture - -	1 0 3	- - -	Sundry Occupiers of Garden Allotments.	7 17 0
Hanging Acre - - -	0 3 4			
Croft - - -	0 1 36			
Mastalls - - -	4 0 31	- - -	Thos. Weatherhead	18 10 0
	18 3 0			63 15 0

The Bingley School and Charity Estate Act, 1853.

PART III.

LANDS and HEREDITAMENTS comprised in Sunderland's Charity; and, first, as to Lands and Hereditaments given to the Use of the Vicar of Bingley.

Description of Property.	Contents.	Where situate.	Tenant's Name.	Yearly Rent.
	A. R. P.			£ s. d.
Dwelling Houses, Gardens, called the Ing.	0 0 19¾	Bingley - -	Jeremiah Taylor and Thomas G. Lupton.	20 0 0
Sugden House Estate, consisting of Farmhouse, Homestead, Cottages, and Yards.	0 0 34	Collingworth, in the Parish of Bingley.	This Estate is subject to a Lease granted to one Thomas Hollingdrake for the Residue of the Term of 1,000 Years. The present Possessor of the Lease is T. S. Powell, Esq. The Estate is occupied by his Tenants, Peter Wright and Thomas Sawley.	
Scaly Fir Field - -	1 3 35			
Near Scaly Fir Field -	1 1 3			
Further Oak Field -	1 2 8			
Little Oak Field - -	1 0 19			
Near Oak Field - -	1 2 25			
Park - - - -	1 3 15			
Kiln Croft - - -	1 0 39			
Croft - - - -	0 2 25			
Brow Field - -	0 2 6			
Top Field - -	1 0 30			
Dwelling House and Homestead.	0 0 20			
Scaly Fir Field - -	2 1 27			
Woodhead Field - -	0 2 34			
Park Field - -	1 3 25			
Low Brow Field - -	1 2 0	- - -	- - -	6 1 0
Near Longfield - -	2 1 15			
Far Longfield - -	2 1 27			
Croft - - -	0 2 3			
Calf Garth - - -	1 0 34			
Laith End Field - -	1 0 17			
Estates called Snapes, consisting of House, Buildings, Yard, and Road.	0 0 33	Heaton, in the Parish of Bradford.	Abraham Hollings.	
Garden - - -	0 0 39			
Low Field - -	1 3 35	- - -	- - -	12 0 0
Middle Field - -	1 0 33			
Top Field - -	2 0 12			

The Bingley School and Charity Estate Act, 1853.

Rentcharge.

Land charged.	Contents.	Where situate.	Tenants or Owners Names.	Amount of Rent.
	A. R. P.			£ s. d.
Royd House Lands -	- - -	Bingley - -	Michael Heaton -	4 0 0
	33 2 12¾			42 1 0

2nd.—As to Lands and Hereditaments given to the Use of the Master of the Free Grammar School of Bingley.

Description of Property.	Contents.	Where situate.	Sub-Tenants Names.	Yearly Rent.
	A. R. P.			£ s. d.
Emm Lane Garden -	1 2 9	Township of Heaton in the Parish of Bradford.	Thomas Hudson -	4 0 0
The Backsides - -	1 0 0	,,	John Sugden -	
Ditto - -	1 0 0	,,		
Well Spring Croft -	1 0 30	,,	John Binns -	
Well Spring Meadow -	1 1 19	,,		
Heaton Moor Allotments -	5 0 3	,,	Sundry Tenants -	
Emm Field - -	1 3 21	,,	Thomas Heaton -	
Middle Garth in Two Closes	2 2 15	,,		
Quarry Garth in Two Closes	2 0 11	,,	Abraham Hill and Co.	
Well Spring -	3 0 3	,,	John Binns -	
Hatchett - -	1 3 34	,,		
Cottages and Outbuildings	0 0 33	Heaton Moor -	Sundry Tenants -	
Ditto - - -	0 0 17			
Homestead - -	0 1 9	Wilsden Hill, in the Parish of Bradford	John Pickles -	25 0 0
Intake - -	1 0 27	,,	,,	
Bess Croft - - -	0 2 27	,,	,,	
Kiln Croft - -	1 0 29	,,	,,	
Croft - - -	0 3 16	,,	,,	
Hollings Head - -	1 3 31	,,	,,	
Little Day Work -	0 2 16	,,	,,	
The Healds - -	1 1 0	,,	,,	
The Hatchett - -	0 2 35	,,	,,	
Coldwell - - -	1 1 35	,,	,,	
Top Field - - -	2 3 20	Ling Bob, in Wilsden aforesaid.	Thomas Frankland	17 7 0
Intake - - -	2 3 8			
Near Field - -	2 2 38			
Low Field - -	2 3 3			
	44 1 9			46 7 0

N.B. This Estate, at the Date of the Indenture of the 13th Day of June 1671, was subject to a Lease for a long Term of Years, the Length of which cannot be ascertained, the Rent reserved thereby being the same as that now paid, viz., 4*l.* per Annum, the present Tenant under such Lease being Samuel Crabtree.

The Bingley School and Charity Estate Act, 1853.

3rd.—As to Lands and Hereditaments given to the Use of the Poor at Bingley.

Description of Property.	Contents.	Where situate.	Tenant's Name.	Yearly Rent.
	A. R. P.			£ s. d.
High Field - - -	3 1 3	Manningham, in the Parish of Bradford -	Samuel Crabtree -	28 0 0
Great Field - -	5 0 0			
Deef Field - -	4 3 21			
Far Intake - -	4 0 10			
Near Intake - -	3 3 38			
Plantation - - -	0 0 32			
	21 1 24			28 0 0

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