ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. 35.

An Act to authorize the Sale or Exchange of the Glebe Land of the Vicarage of the Parish of *Bradford* in the West Riding of the County of *York*, and of other Land in the said Parish of *Bradford* held in trust for and to be henceforth vested in the Vicar of *Bradford*, and to authorize Leases of the said Lands respectively; and for other Purposes. [10th *August* 1854.]

WHEREAS the Reverend *John Burnet* LL.D. is the Vicar of the Vicarage and of the Parish and Church of *Bradford* in the West Riding of the County of *York* and within the Diocese of *Ripon* in the said County, and the Reverend *William Marsh* Clerk, the Reverend *William Carus* Clerk, the Reverend *John Venn* Clerk, the Reverend *Edmund Hollond* Clerk, and the Reverend *Edward Auriol* Clerk, are the immediate Patrons of the said Vicarage for the Residue of a Term of Five hundred Years which was created and limited in the Advowson of the said Vicarage by certain Indentures of Lease and Release dated respectively on or about the Twenty-fourth and Twenty-fifth Days of *November* in the Year One thousand seven hundred and seven, the Indenture of

Release being made or expressed to be made between *James Buller* Esquire of the First Part, Sir *William Coryton* or *Croyton* Baronet, *Francis Wills* and *William Hancock*, Esquires, of the Second Part, and *George Parker* and *Walter Moyle*, Esquires, of the Third Part, and the Right Reverend the Lord Bishop of *Ripon* is the Ordinary of the said Vicarage: And whereas Part of the Endowment of the said Vicarage of *Bradford* heretofore consisted of a Vicarage House, which long since became ruinous or unfit for Habitation, and was therefore pulled down in or about the Year One thousand six hundred and ninety-five, and of Glebe Land situate at a Place called *Goodmansend* in the said Parish, and which, according to a Parish Terrier dated the Fourth Day of *May* One thousand seven hundred and sixty-four, consisted of Three Enclosures of Land containing together Four Acres, but the greater Part of which Glebe Land was in or about the Year One thousand eight hundred and twenty-two taken and purchased for the Sum of One thousand seven hundred and fifty Pounds by the *Bradford* Gas Company, under usual Powers in that Behalf given to them by an Act of Parliament passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for lighting with Gas the Town of* Bradford *and the Neighbourhood thereof within the Parish of* Bradford *in the West Riding of the County of* York, and the said Purchase Money or Sum of One thousand seven hundred and fifty Pounds, or any Part thereof, hath not yet been laid out in the Purchase of other Land in lieu of the Glebe Land which was sold as aforesaid: And whereas the remaining or unsold Part of the said Glebe Land by a recent Admeasurement contains Eight thousand two hundred and sixty-four Square Yards or thereabouts, and is particularized and set forth in the First Schedule annexed to this Act: And whereas *Bradford* is a considerable and increasing manufacturing Town, and the said remaining or unsold Part of the said Glebe Land is situate nearly in the Centre of the said Town, and is in the midst of Trade Buildings or Dwelling Houses of an inferior Description, so that the same is unfit for the Site of a Vicarage House, and in its present State is of small yearly Value, and being in a Locality in which Persons are not found to take Land upon Building Leases, it is thought that the yearly Value thereof cannot be materially increased by letting, but the same is a convenient and desirable Site for Warehouses or Trade Buildings, and for that Purpose it is estimated to be worth the Sum of Four thousand Pounds and upwards: Wherefore great Benefit would accrue to the said Vicar and his Successors if the same Land could be sold, and the Purchase Money thereof be laid out in the Purchase of other Land of greater yearly Value, or if the same Land could be exchanged for other convenient Land of greater yearly Value: And whereas it is considered that inasmuch as Three hundred and fifty Years and upwards still remain unexpired of the Term of Five hundred Years created in the Advowson

of

of the said Vicarage by the said Indentures of Lease and Release of the Twenty-fourth and Twenty-fifth Days of *November* One thousand seven hundred and seven, and the Powers of Sale, Exchange, and Leasing of the said Glebe Land by this Act granted are to be exercised with the several Consents of the immediate Patrons or Patron and the Ordinary for the Time being of the said Vicarage, the Rights and Interests of the Person entitled as Patron of the said Vicarage in reversion or remainder expectant upon the Determination of the said Term of Five hundred Years are sufficiently represented and protected, although his Consent to this Act has not been signified: And whereas by Indentures of Lease and Release bearing Date respectively on or about the Twentieth and Twenty-first Days of *August* in the Seventh Year of the Reign of His late Majesty King *William* the Third (which was in the Year One thousand six hundred and ninety-five), the Indenture of Release being made or expressed to be made between *Thomas Boocock* of *Bowlaith* in the Parish of *Bolton-juxta-Bolland* in the County of *York*, Gentleman, and *Susanna* his Wife, of the First Part, *Richard Richardson* Doctor in Physic, *John Lister* Gentleman, *Richard Smith* Gentleman, and *William Mortimer* Yeoman, of the Second Part, and *Francis Pemburton*, the then Vicar of the Parish Church of *Bradford*, Clerk, of the Third Part, and a Fine *sur conizance de droit come ceo*, &c., which, pursuant to a Covenant in the said Indenture of Release contained, was acknowledged and levied by the said *Thomas Boocock* and *Susanna* his Wife unto the said *Richard Richardson*, *John Lister*, *Richard Smith*, and *William Mortimer*, and the Heirs of One of them, before the Justices of the Court of Common Pleas at *Westminster* in or as of *Michaelmas* Term One thousand six hundred and ninety-five, all that Messuage or Tenement, with the Appurtenances, situate, standing, and being in *Bradford* aforesaid, then late in the Tenure or Occupation of *Francis Gleadstone*, late Lecturer of the Parish Church at *Bradford*, with the Appurtenances, and also One Barn, commonly called the *Tythe* or *Teaned Laith*, situate in the Croft on the South Side of the said Messuage, then late in the Tenure or Occupation of the said *Francis Gleadstone* or his Assigns, together with the said Croft and the Appurtenances, and all other the Messuages, Lands, Tenements, and Hereditaments whatsoever of the said *Thomas Boocock* and *Susanna* his Wife, or either of them, within the said Town or Parish of *Bradford*, which theretofore was the Estate and Inheritance of One *William Halstead*, formerly of *Bradford*, deceased, (One Parcel of Land lying in the *Doles* in *Barkerend* in *Bradford* aforesaid, adjoining to the Lands then of *Samuel Swaine* on the East, and upon the Lands then of *Thomas Ledgard* on the South, West, and North, containing by Estimation Half an Acre, then late in the Tenure or Occupation of One *William Jowett*, and then in the Tenure or Occupation of the said *Thomas Ledgard* or his Assigns, and also One Close of Land in the *Banks* in *Barkerend* aforesaid, containing about Two

Indentures of Lease and Release, dated 20th and 21st August 1695.

Days

Days Work, and adjoining upon the Lands then of *Jonas Waterhouse* Clerk on the West and North, and upon a Close then of the said *Samuel Swaine* on the South, and upon the Lands then of the said *Thomas Ledgard* on the East, only excepted,) were or were expressed, and intended to be conveyed, limited, and assured unto and to the Use of the said *Richard Richardson*, *John Lister*, *Richard Smith*, and *William Mortimer*, their Heirs and Assigns, in trust nevertheless that they should and would from Time to Time and at all Times for ever thereafter permit and suffer the said *Francis Pemburton*, and his Successors, Vicars of *Bradford*, peaceably and quietly to inhabit in, use, occupy, possess, and enjoy the said Messuage or Tenement, Lands, Barns, and all other the Premises (except as before excepted), with the Appurtenances, and the Rents, Issues, and yearly Profits thereof to have, receive, and take, and the same to his the said *Francis Pemburton*, and his Successors, Vicars of *Bradford*, and their and every of their peculiar and separate Use to convert, without being accountable to any Person or Persons whatsoever for the same; and by the said Indenture of Release the said *Richard Richardson*, *John Lister*, *Richard Smith*, and *William Mortimer* severally covenanted that whensoever any Three of them the said *Richard Richardson*, *John Lister*, *Richard Smith*, and *William Mortimer* should depart this Life, that the other surviving Trustee or his Heirs should, within Three Months next ensuing, at the Costs of the said Vicar of *Bradford* aforesaid for the Time being, convey and assure the said Messuage or Hereditaments and Premises therein comprised, with their Appurtenances, unto Four such Persons and their Heirs as the Vicar of *Bradford* and Two of the chief Inhabitants of the Parish of *Bradford* aforesaid for the Time should nominate and appoint, in trust for the Vicars of *Bradford* successively, according to the Trust above expressed, with the like Covenants by the said Four Persons so to be appointed as were expressed and declared in the said Indenture of Release on the Part and by them the said Covenantors to be done, so that the same Course, Way, and Provision might be made from Time to Time for ever: And whereas by a Deed Poll or Instrument in Writing under the Hands and Seals of *John* then Lord Archbishop of *York*, *James Buller* Gentleman, Sir *James Rushout* Baronet, and Sir *Rushout Cullen* Baronet, bearing Date on or about the Twelfth Day of *February* One thousand six hundred and ninety-five, after reciting that the ancient Mansion or Dwelling House belonging to the said Vicarage and Parish Church of *East Bradford*, situate in *Goodmansend* in the Township of *East Bradford* aforesaid, was and had for many Years then last past been not only so ruinous and decayed that it could not be inhabited by the Vicars of the said Church, but also situated so inconveniently and at so great a Distance from the said Church of *Bradford* that the said *Francis Pemburton*, the then present Vicar, by the Help and Bounty of the said Archbishop and several of the principal

Deed Poll dated 12th Feb. 1695.

Inhabitants

Inhabitants of the said Parish of *Bradford*, at the Request and Solicitation of the said *Francis Pemburton* contributing thereto, had purchased a very good and convenient Dwelling House with the Appurtenances, and One Close of Land adjoining to it, in *Barkerend* in the said Township of *Bradford*, and near to the Churchyard Wall, in trust for the said *Francis Pemburton*, and his Successors, Vicars of *Bradford*, for ever, as appeared by Indentures of the Twentieth and Twenty-first Days of *August* One thousand six hundred and ninety-five, therein mentioned, being the Indentures of the same Dates herein-before recited, which said Mansion House and Premises were so purchased to the Intent that the said ruinous Vicarage House might be demolished, and either sold or made use of towards fitting the then purchased Messuage for the Habitation for the Vicar of *Bradford* for the Time being; and that the said *Francis Pemburton*, his Executors or Administrators, might not be sued for the Dilapidations of the said old Vicarage House, it was by the Deed now in recital made known that the said *John* Lord Archbishop of *York*, Ordinary of the said Place, *James Buller*, Patron of the said Church and Vicarage of *Bradford*, Sir *James Rushout* and Sir *Rushout Cullen*, Trustees and Guardians for the said *James Buller*, did ratify and confirm the said Purchase, and thereby agreed and gave their full Consent, and did order and appoint that the said Messuage or Tenement purchased by the said *Francis Pemburton* in *Barkerend* aforesaid from thenceforward should be and should be called and reputed to be and taken for the Vicarage House of the said Parish Church of *Bradford*, to be inhabited as such by the said *Francis Pemburton*, and every of his Successors, Vicars of *Bradford*, for ever; and further, the said Archbishop of *York*, *James Buller*, Sir *James Rushout*, and Sir *Rushout Cullen* did thereby consent, declare, and agree that it should be lawful for the said *Francis Pemburton* to demolish and pull down to the Ground the said old Vicarage House in *Goodmansend* aforesaid, and expose to Sale all and every the Materials thereof, and that the Money to be raised by such Sale should by him be expended and laid out towards the Payment of what remained unpaid of the Purchase Money of the said other Tenement in *Barkerend* aforesaid, or the Materials should be bestowed and employed in altering and amending the said then purchased House, as the said *Francis Pemburton* in his Discretion should think fit: And whereas the Messuage, Lands, and other Hereditaments comprised in or subject to the Trusts of the said Indenture of the Twenty-first Day of *August* One thousand six hundred and ninety-five are herein-after referred to and distinguished as the *Bradford* Vicarage Trust Estate, or the said Trust Estate: And whereas the settled Maintenance of the said Vicar of *Bradford* in the Year One thousand six hundred and ninety-five did not amount to the full Sum of One hundred Pounds *per Annum*, clear and above all Charges and Reprizes; wherefore it was then lawful for such Vicar, under the

The Bradford Vicarage Estate Act, 1854.

Act of Parliament passed in the Seventeenth Year of the Reign of His late Majesty King *Charles* the Second, intituled *An Act for uniting Churches in Cities and Towns Corporate*, to take, receive, and purchase, to him and his Successors, Lands and Tenements, Rents, Tithes, or other Hereditaments, without any Licence of Mortmain: And whereas it appears from the said Terrier dated the Fourth Day of *May* One thousand seven hundred and sixty-four that the said Trust Estate consisted of a Dwelling House and Offices or Out-buildings and a Barn, all particularly described in the said Terrier, and One small Garden on the South-west Part of the said House, bounded on the West by *Dead Lane*, also Three Closes of Meadow Ground lying contiguous and adjoining to the said House commonly called the *New Vicarage Closes* containing Three Acres, bounded by the said Garden on the North, by a Close in the Occupation of *John Atkinson* on the South, by a Lane called *Dead Lane* on the West, also One small Court between the said Dwelling House and the High Road leading from *Bradford* to *Leeds*, and upon a Survey recently made of all the same Premises the Site thereof hath been found to contain Fifteen thousand two hundred and twenty-five Square Yards, and the same Site is particularized and set forth in the Second Schedule annexed to this Act: And whereas by an Order of the High Court of Chancery, dated the Twenty-second Day of *January* One thousand eight hundred and fifty-three, and made by the Vice-Chancellor Sir *Richard Torin Kindersley* in the Matter of the Vicar of *Bradford*'s Trust, and in the Matter of "The Trustee Act, 1850," and in the Matter of an 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 Trust for Charitable Purposes*, and upon a Petition preferred by the said *John Burnet* and by *Alfred Harris* and *Isaac Wright* on the Nineteenth Day of *January* One thousand eight hundred and fifty-three unto the Right Honourable the Lord High Chancellor of *Great Britain*, the said Court did order that *Joshua Pollard* of *Scar Hill* near *Bradford* in the County of *York*, *Charles Hardy* of *Odsall House* near *Bradford* aforesaid, *Thomas Greenwood Clayton* of *Bierly Hall* near *Bradford* aforesaid, and *John Hollings* of *Manningham* near *Bradford* aforesaid, should be appointed Trustees of the said Indenture of Release dated the Twenty-first Day of *August* One thousand six hundred and ninety-five, and did order that the Estate and Premises therein comprised should vest in the said *Joshua Pollard*, *Charles Hardy*, *Thomas Greenwood Clayton*, and *John Hollings*, as an Estate of Inheritance, upon the same Trusts as were declared in the same Indenture: And whereas the said Messuage which was purchased and made a Vicarage House as aforesaid some Time since fell into Decay, and is now in such a State of Dilapidation as to be unfit for the Residence of the Vicar, and the same has not in fact for many Years past been used as such

Order of Court of Chancery, dated 22d Jan. 1853.

such Residence, and the whole of the said Trust Estate is now in the Centre of the Town of *Bradford*, and near Trade Buildings or Dwelling Houses of an inferior Description, so that the same is not suitable for the Site of a Vicarage House or respectable Residences, but the same is well adapted for Sites for Warehouses and other Trade Buildings, which are extending in that Part of the Town, and for that Purpose the same Estate is estimated to be worth the Sum of Twelve thousand Pounds and upwards, although the present yearly Rental thereof is no more than the Sum of One hundred and twenty-one Pounds or thereabouts, and it is thought that the yearly Profit could not be materially, if at all, increased by letting, inasmuch as the Premises are situate in a Locality in which Persons are not found to take Land upon Building Leases; wherefore great Benefit would accrue to the said Vicar and his Successors if the same Trust Estate could be sold, and the Purchase Money thereof be laid out in the Purchase of other Land of greater yearly Value, or if the same Land could be exchanged for other convenient Land of greater yearly Value: And whereas it is considered that the Trust which was declared by the said Indentures of the Twentieth and Twenty-first Days of *August* One thousand six hundred and ninety-five of the said Messuage, Barn, and Land and other Hereditaments therein comprised, for the Vicar of *Bradford* and his Successors as aforesaid, amounted to an equitable Augmentation of the Endowment of the said Vicarage, and it is also considered to be desirable and convenient that the same Premises should be legally as well as equitably vested in the said Vicar and his Successors, instead of remaining vested at Law in the said Trustees thereof: And whereas it is desirable, under the Circumstances herein-before set forth, that the said remaining or unsold Part of the said Glebe Land and the said Trust Estate should be respectively sold or exchanged, and that such Leases thereof, and of the Glebe Land and Trust Estate for the Time being respectively as are herein-after mentioned, should be authorized: And whereas the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *John Burnet* doth 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 and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Vesting Trust Estates in Vicar of Bradford.

I. The Messuage and other Buildings and Lands and Hereditaments comprised in the Second Schedule to this Act, and all such other Parts (if any) of the said Hereditaments comprised in the said Indentures of the Twentieth and Twenty-first Days of *August* One thousand six hundred and ninety-five as are now held upon or subject to the Trusts of the same Indenture, shall, from and immediately after the passing of this Act, be discharged from all Estates, Rights, Titles,

Titles, Claims, and Demands of or by the Trustees of the same Indentures, and shall thereupon become and be vested in and the same are hereby vested in the Vicar for the Time being of the said Parish Church of *Bradford* and his Successors, to be annexed to and to be held and enjoyed as Part of the Glebe of the same Vicarage, the Statutes of Mortmain notwithstanding, and with, under, and subject to all the same Powers and Incidents as by Common Law or Statute belong or appertain to Vicarial Estates of the like Nature, and also with, under, and subject to the Powers and Provisions herein-after contained.

Power for the Vicar of Bradford to sell or exchange.

II. It shall be lawful for the Vicar for the Time being of the said Parish Church of *Bradford* at any Time hereafter, with the several Consents of the immediate Patrons for the Time being, or a Majority of them, or the sole immediate Patron, and the Ordinary for the Time being of the said Vicarage, to be signified by Writing under their respective Hands, to sell and absolutely dispose of the said Glebe Lands and other Land and Premises comprised in the First and Second Schedules to this Act respectively, or any of them, or any Part thereof, or other the Glebe Lands and other Lands for the Time being of or belonging to the said Vicarage, and vested in the Vicar, or any Part thereof, either together or in Parcels, and either by Public Auction or Private Contract, for such Price or Prices in Money as to the said Vicar and the Persons or Person consenting to the Sale as aforesaid shall seem proper, or, with the like Consents, and under the Direction or with the Approbation of the Court of Chancery, to dispose or contract to dispose of the same Hereditaments or any of them respectively in exchange for Lands or other Hereditaments of equal or greater Value, of Freehold Tenure, and held for an Estate in Fee Simple free from all Incumbrances, except Quitrents or Incidents of Tenure and Occupation Leases, situate in the said Parish of *Bradford* or elsewhere within the Distance of Twenty Miles from the Parish Church of *Bradford* aforesaid, and to make any such Sale or Exchange subject to any then subsisting Lease or Leases of the Premises so to be sold or given in exchange, and subject to such Stipulations and Agreements respecting the Proof or Acceptance of the Title to the same Premises, and generally in such Manner as the Vicar making such Sale or Exchange shall think fit, and, with such Consents as aforesaid, and in Matters relating to an Exchange also with such Approbation as aforesaid, from Time to Time to buy in all or any of the same Premises respectively when offered for Sale by Public Auction, and to abandon or release, rescind, alter, or vary any Contract or Agreement whatsoever for the Sale or Exchange thereof, without being answerable for any Loss or Damage (other than wilful or negligent) which may arise therefrom; and the said Vicar for the Time being is hereby empowered and directed, upon Payment into the Bank of

of *England* in manner herein-after mentioned of the Monies to be produced by any such Sale or Sales as aforesaid by him or any previous Vicar of the said Church, by Deed under his Hand and Seal to convey and assure the Hereditaments which shall have been sold for the same Monies, and the Fee Simple and Inheritance thereof, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs, Successors, or Assigns, or in such other Manner as he, she, or they shall direct; and the said Vicar for the Time being is also hereby empowered and directed, upon a Conveyance being duly made unto the Vicar for the Time being of the said Parish Church of *Bradford* and his Successors of any Land or other Hereditaments for which the said Glebe Lands and other Land and Hereditaments comprised in the said First and Second Schedules hereto respectively, or any Part thereof, or any other Land for the Time being of or belonging to the said Vicarage as aforesaid, shall have been contracted to be disposed of in exchange as aforesaid, or so soon as may be afterwards, by Deed under his Hand and Seal to convey and assure all such Part or Parts of the said Glebe Lands and other Lands and Hereditaments comprised in the said First and Second Schedules hereto respectively, or of the said other Land for the Time being of or belonging to the said Vicarage as shall have been so disposed of in exchange, unto the Person or Persons or Body or Bodies Corporate by whom the same shall be taken in exchange, and his, her, or their Heirs, Successors, and Assigns, or in such other Manner as he, she, or they shall direct.

Power for the Vicar to grant Leases.

III. The Vicar for the Time being of the said Parish Church of *Bradford* shall have full Power, with such Consents as aforesaid, to demise or lease any Part or Parts of the said Glebe Land and other Land and Premises comprised in the said First and Second Schedules to this Act respectively, and for the Time being unsold, or other the Land and Hereditaments whatsoever for the Time being of or belonging to the said Vicarage, and vested in the said Vicar, or any Part or Parts thereof, to any Person or Persons, in manner following; that is to say, if the Property to be demised shall consist of Messuages or other Buildings, or of Land or Ground fit for Husbandry Purposes only, then for any Term not exceeding Twenty-one Years, to take effect in possession immediately upon or within Six Calendar Months after the granting of the Lease thereof, and not otherwise in reversion; or if the Property to be demised shall consist wholly or chiefly of Messuages or other Buildings needing substantial Repairs which the Lessee shall undertake and covenant to perform, then for any Term not exceeding Forty Years from the Day of the granting of the Lease; or if the Property to be demised shall be Land let for the Purpose of erecting Messuages or other Buildings thereon, or for any Purpose ancillary to the Erection of Messuages or Buildings thereon, or on any adjoining Ground, Parcel of the Glebe or other Lands for the Time

Time being of or belonging to the said Vicarage, then for any Term not exceeding Eighty Years from the granting of the Lease thereof; and to include in and grant by any such Leases for Building Purposes such Rights of Way and other Rights over any Land adjoining or adjacent to the Land demised as shall be usual in like Cases, or shall appear to the Lessor to be necessary or expedient in order to carry into effect the principal Object or Objects of such Leases respectively; so as that every such Lease by the said Vicar as hereby is authorized be made by Indenture, and the Lessee be not thereby exempted from Punishment for committing Waste, except such Waste, or Acts in the Nature thereof, as may be necessary to effect the Purpose for which the Lease shall be granted, and that there be reserved on every such Lease the best or most improved yearly Rent, to be incident to the immediate Reversion of the Hereditaments so to be demised, that can be reasonably gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof; provided that this Requisition shall not render necessary the Reservation of any actual Rent immediately upon or within Two Years after the Commencement of Leases granted for Building Purposes, in Cases where it shall appear proper or reasonable to allow Occupation under the same respectively for a Term not exceeding Two Years from the Commencement of the Lease without Rent, or at a nominal or Peppercorn Rent only; and so as there be contained in every such Lease as aforesaid a Condition for Re-entry in case the Rent thereby to be reserved shall not be paid within a reasonable Time, to be therein specified, after the Day or respective Days whereon the same shall be so reserved or made payable, or in case of Breach of any such of the Lessee's Covenants as it shall in each Case seem proper to the Lessor or Lessors so to enforce; and so as the Lessee or Lessees do execute a Counterpart of the Lease, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and to do such Acts and Things in relation to the Premises therein comprised as shall in each particular Case be deemed by the Lessor to be proper or reasonable; provided also, that the Vicar for the Time being of the said Parish Church shall also have full Power, with such Consents as aforesaid, to ratify and confirm or renew, upon such Terms as he shall in each Case think fit, any Lease or Leases which under the Power hereby given may have been granted by him or any preceding Vicar, but which may have become void or voidable, or the continuing Validity whereof shall be questionable, so that, except for the Time preceding such Confirmation or Renewal, the Lessee be not thereby exempted from the Payment of the Rent or the Observance of the Lessee's Covenants and Agreements reserved and contained or expressed and intended to be reserved and contained by and in the Lease which shall be confirmed or renewed.

IV. It

Power for the Vicar to appropriate Land as Roads, &c.

IV. It shall be lawful for the said Vicar for the Time being, at any Time after the passing of this Act, by Deed under his Hand and Seal, to be executed by him with such Consents and so testified as aforesaid, to appropriate any Part or Parts then remaining unsold of the said Glebe Land and other Land comprised in the said First and Second Schedules to this Act respectively as and for Ways and Roads to or from the other Parts thereof, or any adjacent Roads or Streets, or for any other requisite open Spaces, or for the Reception or Formation of Drains, Sewers, or other Easements, or in any other Manner which may be deemed necessary for the reasonable Accommodation of Purchasers or Lessees of the other Parts of the same Land, and upon or after such Appropriation it shall be lawful for the Vicar for the Time being to form and construct such Ways and Roads, Drains and Sewers, or other Easements as aforesaid respectively, or to stipulate and provide for the Formation and Construction of the same by such Purchasers or Lessees, and also by such Conveyances and Leases respectively as aforesaid of any Part or Parts of the said Glebe Land and other Land and Premises comprised in the said First and Second Schedules to this Act respectively to give and grant to the Purchasers or Lessees thereof respectively, and their respective Heirs, Executors, Administrators, and Assigns, such Rights as the said Vicar for the Time being shall think fit to use and enjoy such Ways and Roads, or other Spaces, Drains, Sewers, and other Easements respectively.

This Act not to deprive the Vicar of any Powers under other Acts.

V. This Act or the Powers hereby given to the said Vicar for the Time being to make any such Sale or Exchange or Leases as aforesaid shall not take away or prejudice or affect any other Power vested in him under any Act of Parliament, or otherwise howsoever, to sell or exchange or demise and lease or otherwise deal with the said Glebe Land and Premises comprised in the said First Schedule to this Act, or any other Land for the Time being of or belonging to the said Vicarage, or any Part thereof respectively.

Purchase Monies to be paid into the Court of Chancery.

VI. The Purchaser or Purchasers under the Provisions of this Act of the said Glebe Lands, and other Land and Hereditaments comprised in the said First and Second Schedules to this Act respectively, or any Part thereof, or of any other Lands for the Time being of or belonging to the said Vicarage as aforesaid, shall pay his, her, or their Purchase Monies for the same respectively into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to an account to be entitled "The Purchase Money of the *Bradford* Vicarage Estate," pursuant to any Act or Acts of Parliament for the Time being in force for regulating the Payment of Money into the said Court, and the General Orders of the said Court, and the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England* thereto annexed,

annexed, and therewith filed in the Register Office of the said Court, of the Payment into the Bank of *England* of such Purchase Money as aforesaid, or an Office Copy or Office Copies thereof, shall be a sufficient Discharge to the Person or Persons making such Payment, and his, her, or their Successors, Heirs, Executors, Administrators, and Assigns respectively, for and from all Liability on account or in respect of the Monies for which such Certificate or Certificates and such Receipt or Receipts shall be so given.

Vicar to purchase or build Vicarage House.

VII. It shall be lawful for the Vicar for the Time being of the said Parish Church of *Bradford*, with the several Consents of the immediate Patrons for the Time being, or a Majority of them, or the sole immediate Patron and the Ordinary for the Time being of the said Vicarage, to be signified by Writing under their respective Hands, and under the Direction and with the Approbation of the said Court of Chancery, to lay out and apply any Part or Parts of the Money to be produced by Sale of the said Glebe Land and other Lands and Premises comprised in the said First and Second Schedules to this Act respectively in the Purchase of a Freehold Messuage, with proper Offices, Outbuildings, and Appurtenances, situate in the said Parish of *Bradford*, for the Residence of the said Vicar of *Bradford* and his Successors, or in the Purchase of a Freehold Piece of Ground situate as last aforesaid, either with or without Buildings thereon, as and for a Site for such Residence, and in and about erecting and building upon such Site a Messuage, with proper Offices and Outbuildings, for such Residence, and in and about converting and adapting any Buildings to be so purchased, and which may be available for the Purpose, into and for such Messuage, Offices, and Buildings, or any Part thereof, and in and about the Purchase of proper Fixtures for the Messuage, Offices, and Buildings to be purchased or built as aforesaid, and that the Messuage, Offices, and Buildings to be purchased or erected, and the Site thereof, and such Fixtures as aforesaid, shall be thereupon conveyed and assured unto and to the Use of the said Vicar for the Time being, and his Successors for ever, and shall thenceforth be annexed to and continue and be Part of the Possession of the said Vicarage.

Application of Monies paid into Court of Chancery.

VIII. All the Monies to be paid into the Bank to the Account of "The Purchase Money of the *Bradford* Vicarage Estate" as aforesaid, or the Produce of a Sale and Conversion of the Stocks or Securities in or upon which the same may be invested, pursuant to this Act, except such Part of such Monies or Produce as shall be applicable and applied to the Purpose of providing a Residence for the said Vicar and his Successors as aforesaid, shall, subject to the Directions herein-after given respecting the Payment of Costs and Expenses, be applicable and applied, and shall be with all convenient Speed laid out and invested by the Vicar for the Time being of the Parish Church

Church of *Bradford*, with such Consent as aforesaid, and under the Direction or with the Approbation of the said Court of Chancery, in the Purchase of Farms, Lands, Tenements, or Hereditaments held for an Estate of Inheritance in Fee Simple, free from all Incumbrances, except Quitrents or Incidents of Tenure, and Occupation Leases, and to be situate in the said Parish of *Bradford*, or within the Distance of Twenty Miles from the said Parish Church of *Bradford*, and the Hereditaments so to be purchased shall be thereupon conveyed and assured unto and to the Use of the Vicar of the said Parish of *Bradford* and his Successors, and shall thenceforth form and be Part of the Glebe Land of the said Vicarage, and be held and enjoyed accordingly by the Vicar for the Time being of the said Vicarage, notwithstanding the Statutes of Mortmain.

Conveyances, &c. under this Act to be registered in the Episcopal Registry of the Bishop of the Diocese.

IX. All and every the Conveyances, Leases, Deeds, Instruments, and Consents in Writing to be made, executed, and given under the Powers or in pursuance of this Act shall be registered in the Episcopal Registry of the Lord Bishop of the Diocese in which the said Parish of *Bradford* shall be situate, in a Book or Books to be kept for that Purpose by the Registrar of the said Registry; and such Registrar shall be paid for every such Deed or Instrument or Writing having thereon a Certificate of its Registration subscribed by such Registrar or his Deputy, when the same shall not contain more than Twenty Folios of Seventy-two Words each, the Sum of Five Shillings and no more, and when the same shall exceed Twenty such Folios the further Sum of Fourpence for every Folio above the first Twenty Folios, and the like Fees shall be paid to the said Registrar for every Copy of any Deed or Instrument or Writing which shall be so registered having a Certificate thereon subscribed by the said Registrar or his Deputy of the same being a true Copy, which Copy and Certificate such Registrar or his Deputy is hereby required to give on Payment of such Fees as aforesaid.

Monies paid into Bank until applied to Purposes of Act to be invested in Three per Cent. Consolidated Annuities.

X. All Monies paid into the Bank of *England* under the Provisions of this Act, or so much thereof as shall not have been ordered or authorized by the Court of Chancery to be applied in Payment of any Costs, Charges, and Expenses, or to any other Purposes hereby authorized, shall, in the meantime and until any such Application thereof respectively as herein-before directed and authorized shall have been so ordered or authorized, be laid out, under the Direction of the said Court, in the Purchase of Three Pounds *per Centum* Consolidated Annuities, and the Dividends and Interest to arise therefrom shall be paid to the Vicar for the Time being of the said Parish Church of *Bradford* for his own Use and Benefit: Provided always, that it shall be lawful for the said Court to make such General and Special Orders as it

it shall think fit respecting the said Consolidated Annuities, and the Dividends and Interest thereof.

As to Applications to Court of Chancery.

XI. Whenever and in all Cases in which the said Vicar is by this Act authorized to do any Act by the Direction or with the Approbation of the Court of Chancery, or in which the Approbation or Direction of the said Court shall be necessary, the said Vicar shall be at liberty by virtue and Authority of this Act alone, and without any special Order or Authority, 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.

As to Expenses of obtaining Act, and carrying same into execution.

XII. All Costs, Charges, and Expenses which have been or shall be incurred in obtaining and passing this Act, or preparatory thereto, and in making and completing the Sales or Exchanges and Purchases and Investments hereby authorized to be made, or otherwise in carrying into execution the Trusts and Purposes of this Act, or incidental thereto, and also all Costs which by the herein-before recited Order of the Court of Chancery, dated the Twenty-second Day of *January* One thousand eight hundred and fifty-three, were ordered to be paid by the Trustees of the *Bradford* Vicarage Trust Estate out of the said Estate, and all Costs which by an Order of the Court of Chancery, dated the Thirty-first Day of *May* One thousand eight hundred and fifty-four, authorizing the Trustees of the same Estate to consent to this Act, were ordered to be paid by the said Vicar out of the said Trust Estate, shall be defrayed and paid out of the Monies to arise from any of the several Sales by this Act authorized to be made, or otherwise under the Provisions hereof; and it shall be lawful for the said Court of Chancery, from Time to Time, on Petition in a summary Way, to be presented by the said Vicar for the Time being, or any Person or Persons liable to pay or entitled to receive such Costs, Charges, and Expenses, to make such Order as to the said Court shall seem expedient or reasonable for allowing, taxing, or settling all such Costs, Charges, and Expenses, and also from Time to Time to make Orders for the Payment of all such Costs, Charges, and Expenses as aforesaid out of the Monies aforesaid or any of them.

General Saving.

XIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, other than the Patrons and Ordinary and Vicar of the Parish Church of *Bradford*, and their respective Successors, and the Trustees of the said Vicarage Trust Estate, all such Estate, Right, Title, Interest, Claim, and Demand of, in, or out of

of the said Glebe Lands and Trust Estate and other Hereditaments to which this Act relates as they, every or any of them, respectively had before the passing of this Act, or would or could or might have had, held, and enjoyed in case this Act had not been passed.

Short Title.

XIV. In citing this Act in other Acts of Parliament and in legal Instruments it shall be sufficient to use the Expression "The *Bradford* Vicarage Estate Act, 1854."

Act as printed by Queen's Printer to be Evidence.

XV. This Act shall not be a Public Act, but 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.

The

The FIRST SCHEDULE referred to by the foregoing Act.

Bradford Glebe Lands.

Description of Property.	Contents of Land.	Where situate.	Tenant's Name.	Yearly Rent.
				£ s. d.
Land, the Site of Gardens, and Sheds and other Buildings, and Three Reservoirs for Water.	8,264 Square Yards	Goodmansend or Bridge Street.	John Wood - -	35 0 0

Thomas Dixon.

The SECOND SCHEDULE referred to by the foregoing Act.

Bradford Vicarage Trust Estate.

Description of Property.	Contents of Land.	Where situate.	Tenant's Name.	Yearly Rent.
				£ s. d.
Old Vicarage House and Premises, with Wood Yard and Garden, and Two Closes of Land - - -	15,225 Square Yards	Vicar Lane, in Bradford	William Bolland - and Thomas Clarke -	42 8 0
House, Wood Yard, and Garden -		Ditto - -	Samuel Annison - -	10 0 0
Rope Walk and Shed - -		Ditto - -	John Marshall - -	9 0 0
Garden, Shed, and Conveniences -		Ditto - -	Benjamin Hodgson and another.	3 0 0
Plasterer's Shop and Yard - -		Ditto - -	William Brayshaw -	1 1 0
Coachbuilder's Shop and Yard -		Ditto - -	Henry Hargreaves -	0 10 0
Cottages, Smith's Shop and Yard -		Ditto - -	Simon Harker - -	10 0 0
Shop and Timber Yard - -		Ditto - -	Robert Fearnley -	18 0 0
		Ditto - -	John Rowsby - - -	7 0 0
				20 0 0
				120 19 0

Thomas Dixon.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.