CHAPTER xix.

An Act to authorise the sale of the Church of Saint John in Victoria Square in the city and county of Kingston upon Hull with the site thereof and the application of the proceeds of sale to the provision of a new church and for other purposes. A.D. 1916.

[19th July 1916.]

WHEREAS the Church of Saint John in Victoria Square Kingston upon Hull in the diocese of York was erected in or about the year one thousand seven hundred and ninety-one:

And whereas the said church was duly consecrated in the year one thousand seven hundred and ninety-one:

And whereas by an Order in Council dated the nineteenth day of June one thousand eight hundred and sixty-eight and published in the London Gazette on the twenty-third day of June one thousand eight hundred and sixty-eight certain parts of the parish of the Holy and Undivided Trinity in the then town and county of Kingston upon Hull in the diocese of York and of the parish of Sculcoates in the said county and diocese and of the parish of Saint Stephen Hull in the said county and diocese were formed into one consolidated chapelry and the said consolidated chapelry was named "the consolidated chapelry of Saint John Kingston upon Hull":

And whereas the said consolidated chapelry of Saint John Kingston upon Hull under the provisions of the New Parishes Act 1856 became a new parish of the character contemplated by that Act and by the New Parishes Act 1843 and New Parishes and Church Building Acts Amendment Act 1869:

And whereas the resident population in the parish of Saint John has greatly diminished while additional church accommo-

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dation is urgently needed in other places within or near the said city and county of Kingston upon Hull:

And whereas it is expedient that the site and fabric of the said Church of Saint John be sold and the proceeds of such sale be appropriated to the erection of a new church within or near the said city and county of Kingston upon Hull:

And whereas the Ecclesiastical Commissioners approve of the provisions of this Act:

And whereas by an agreement dated the sixteenth day of October one thousand nine hundred and fifteen and made between the Reverend Arthur James Culwick incumbent of the said parish of Saint John of the first part and the Reverend Louis George Buchanan vicar of the said parish of the Holy and Undivided Trinity of the second part the Lord Archbishop of York of the third part and the Right Honourable Thomas Robinson Ferens of the fourth part the said Reverend Arthur James Culwick by and with the consent of the said Reverend Louis George Buchanan and the said Lord Archbishop of York agreed to sell to the said Right Honourable Thomas Robinson Ferens the Church of Saint John in Victoria Square and the site thereof and lands attached thereto on the terms and conditions in the said agreement specified and it is expedient that the said agreement should be confirmed and made binding on the parties thereto and on the archbishop patron and vicar for the time being of the said Church of Saint John:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as Saint John's Church Kingston upon Hull Act 1916.

Interpretation.

2. In this Act unless the context otherwise requires—

"The vendor" means the vicar of the parish of Saint John for the time being;

"The patron" means the vicar of the parish of the Holy and Undivided Trinity for the time being;

"The archbishop" means the Lord Archbishop of York for the time being;

"The purchaser" means the Right Honourable Thomas Robinson Ferens;

"The scheduled agreement" means the agreement dated the sixteenth day of October one thousand nine hundred and fifteen between the Reverend Arthur James Culwick of the first part the Reverend Louis George Buchanan of the second part the Lord Archbishop of York of the third part and the Right Honourable Thomas Robinson Ferens of the fourth part as set forth in the Second Schedule to this Act;

"The existing church" means the present Church of Saint John situate in Victoria Square Kingston upon Hull aforesaid;

"The new district" means the ecclesiastical district to be constituted under the provisions of this Act;

"The new church" means the church to be erected under the provisions of this Act;

"The Commissioners" means the Ecclesiastical Commissioners;

"The city" means the city and county of Kingston upon Hull as its limits may be for the time being defined.

Confirming and carrying out scheduled agreement.

3.—(1) The scheduled agreement is hereby confirmed and made binding upon the parties thereto and upon the archbishop patron and vendor.

(2) Upon the execution by the vendor of the assurance referred to in the scheduled agreement the fee simple of and in the existing church and the churchyard and the site thereof including the vaults and the lands attached or belonging thereto including the vaults and graves as the same are described in the First Schedule to this Act but exclusive of such monuments ornaments fittings furniture and other articles as are excepted by the provisions of the scheduled agreement and shall be removed under the provisions of such agreement shall be and are hereby vested in the purchaser free from and in defeasance of the estates rights and interests therein of the archbishop or

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of the patrons or vicar or incumbent of the existing church or of any other persons or person and also free from all ecclesiastical and other trusts uses purposes obligations disabilities and restrictions whatsoever and from the act or consequences of the consecration of such church site and lands and from all rights or interests of the owners or persons interested in any seats or pews graves or vaults or of any other person and accordingly such estates rights interests trusts uses purposes obligations disabilities restrictions and consecration (as from and after such vesting) shall be and the same are hereby absolutely extinguished and vacated.

(3) The assurance to be executed by the vendor under this section shall be in the form set forth in the Third Schedule to this Act and shall be registered in the episcopal registry of the diocese of York and shall be effectual for all purposes without the concurrence or consent of any person other than the patron and the archbishop.

(4) The existing church shall be pulled down and wholly demolished by the purchaser as soon as may be after the vesting thereof in the purchaser and shall not be used or kept temporarily or otherwise for any purpose whatsoever.

Closing of existing church.

4. The existing church shall be closed and disused for divine service on the vesting thereof in the purchaser or at such earlier date as may be fixed by the archbishop by order under his hand.

Disposal of certain church ornaments and furniture.

5. The vendor shall after the closing and disuse thereof remove from the existing church the communion table font pulpit organ lectern stained-glass windows the ceiling in the nave and chancel the monuments pews seats safe bells and other fittings thereof and shall dispose of the same as the archbishop may in writing direct and such disposition shall be good and effectual in law In giving any direction under this section in regard to any stained-glass window or other object which has been given by way of memorial the archbishop may have special regard to the wishes of any of the relatives of the person in whose memory it was given.

Disposal of registers and other documents.

6. All registers deeds records books and documents belonging to or kept in the existing church shall before the vesting of the existing church in the purchaser be removed by the patron to

the Church of the Holy and Undivided Trinity and shall be securely kept with the registers and other documents of the last-mentioned church Provided that the duplicate marriage registers current at the existing church at the time shall be sent by the patron to the Registrar-General to be closed officially and thereafter one of the said marriage registers shall be kept at the said Church of the Holy and Undivided Trinity and the other of the said marriage registers shall be deposited with the superintendent registrar of Hull Registration District.

Removal of human remains.

7.—(1) The vendor shall within three months from the vesting of the existing church in the purchaser remove or cause to be removed the remains of all deceased persons interred or deposited in or under the said church and the lands attached thereto.

(2) Before proceeding to remove any such remains the vendor shall publish a notice for three successive days in two local newspapers circulating in the city to the effect that it is intended to remove such remains and such notice shall have embodied therewith the substance of subsections (3) (4) (5) (6) and (7) of this section.

(3) Any time within two months after the first publication of such notice any person who is an heir executor administrator or relative of any deceased person whose remains are interred in the said existing church lands or vaults may give notice in writing to the vendor of his intention to undertake the removal of such remains and thereupon he shall be at liberty without any faculty for the purpose but subject as hereinafter mentioned to any regulations made by the archbishop to cause such remains to be forthwith removed to and re-interred in any consecrated burial ground or cemetery in which burials may legally take place.

(4) If any person giving such notice as aforesaid shall fail to satisfy the vendor that he is such heir executor administrator or relative as he claims to be the question shall be determined on the application of either party in a summary manner by the registrar of the consistory court of the diocese of York who shall have power to make an order specifying who shall remove the remains.

(5) The expense of such removal and re-interment (not exceeding in respect of remains removed from any one vault

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or grave the sum of ten pounds) shall be defrayed by the purchaser such sum to be apportioned if necessary equally according to the number of remains in the vault or grave.

(6) If within the aforesaid period of two months no such notice as aforesaid shall have been given to the vendor in respect of the remains in any vault or grave or if after such notice has been given the persons giving the same shall fail to comply with the provisions of this section and with any regulations of the archbishop the vendor shall without any faculty for that purpose remove the remains of the deceased person and cause them to be re-interred in such other consecrated burial ground or cemetery in which burials may legally take place as the vendor thinks suitable for the purpose subject to the consent of the archbishop and the expense thereof shall be defrayed by the purchaser.

(7) All monuments and tombstones relating to the remains of any deceased person removed under this section shall at the expense of the purchaser be removed and re-erected at the place of re-interment of such remains or at such place within the city as the archbishop may direct on the application (if any) of such heir executor administrator or relative as aforesaid or failing such application on the application of the purchaser and the vendor shall cause to be made a record of such monuments and tombstones and their situation when re-erected showing the particulars respecting each monument or tombstone as a separate entry and such record shall be deposited at the General Register Office Somerset House London with the miscellaneous records in the custody of the Registrar-General.

(8) The removal of the remains of any deceased person under this section shall be carried out under the supervision and to the satisfaction of the medical officer of health of the city.

Extinction of incumbencies and other offices of existing church.

8. On the formation of the new district the office of minister or incumbent or vicar of the existing church as well as every other office in connexion with the existing church and the advowson or right of presentation or appointment thereto shall cease and be extinguished.

Merger of ecclesiastical district of

9. On the formation of the new district the ecclesiastical district now attached or assigned to the existing church shall

cease to be a separate ecclesiastical district and shall for all ecclesiastical purposes be united with and merged in the parish of the Holy and Undivided Trinity and shall form part of the benefice and cure of souls of the said parish of the Holy and Undivided Trinity.

existing church in parish of the Holy and Undivided Trinity.

10.—(1) Upon the passing of this Act the patron shall forthwith take all steps and use all endeavours in his power for the constitution within or near the city of a new district for ecclesiastical purposes under the New Parishes Acts 1843 to 1884 and for securing a suitable site for a church within the new district.

Formation of new parish.

(2) The Reverend Arthur James Culwick shall (if living) without any presentation admission institution or induction or other process whatsoever become and be the first minister or incumbent of the new district.

(3) The right of patronage of the new district and when the new district shall have become a new parish then of such new parish shall notwithstanding anything contained in the New Parishes Acts 1843 to 1884 or any of them be assigned to and vested in the patron.

11. On and from the formation of the new district all endowments stipends payments emoluments and rights of or belonging to the vicar or minister or incumbent of the existing church except surplice or other fees rights or emoluments arising out of or from the parish or district now attached to the existing church shall by virtue of this Act be transferred to the minister or incumbent of the new district Any difference as to the moneys included in this section shall be finally determined by the archbishop.

Endowments of existing church.

12. The sum of eleven thousand two hundred and fifty pounds the purchase money referred to in the scheduled agreement and the interest arising upon any part thereof in the hands of the Commissioners before the expiration of four months from the passing of this Act shall as soon as circumstances admit be applied by the Commissioners as follows (namely) :—

Application of proceeds of sale.

(1) In or towards the purchase or acquisition in the new district of a site to be approved by the archbishop for and the erection furnishing and equipment thereon (with all proper approaches fittings ornaments

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and conveniences) and the consecration of a church whereof the plans and specifications shall have been approved of by the archbishop:

(2) In or towards the payment of all expenses incurred in the constitution and assignment to the new church of the new district and in the consecration of the new church:

(3) In or towards the purchase or acquisition in the new district of a site for and the erection and equipment thereon of a parish hall or schoolroom:

(4) In or towards the provision in the new district of a vicarage or house of residence for the incumbent.

Any balance of the said purchase money remaining in the hands of the Commissioners shall be applied by the Commissioners in or towards the making provision by means of a repair fund or otherwise for the repair and maintenance of the said new church parish hall or schoolroom and the lands and fences thereabout and the repair maintenance and renewal of the furniture thereof or for any one or more of the said purposes.

Any balance of the said purchase money remaining in the hands of the Commissioners after providing for the purposes mentioned in this section shall be applied by the Commissioners by and with the consent of the archbishop and the patron in or towards any purpose or purposes in connexion with the Church of England in the diocese of York.

Patron to obtain consecration of new church.

13. The patron shall after the erection furnishing and equipment of the new church take or move any other necessary person to take all proper steps to obtain the consecration of the new church.

Application of income arising upon proceeds of sale.

14. The income arising upon all or any part of the purchase money referred to in the scheduled agreement in the hands of the Commissioners after the expiration of four months from the passing of this Act shall be applied by the Commissioners as follows (namely):—

(1) As to the sum of one hundred and thirty-five pounds in payment thereof annually to the vendor while living until the erection and consecration of the new church:

(2) In payment of the reasonable expenses of the vendor in removing to the new district:

(3) In providing preparing and maintaining (if deemed expedient by the vendor and the archbishop) a hall or other premises near the site of the new church until the completion and consecration thereof.

Any balance of such income remaining in the hands of the Commissioners shall be applied by the Commissioners to all or any of the purposes mentioned in the section of this Act whereof the marginal note is "Application of proceeds of sale."

Saving for recovery of pew rents &c.

15. Notwithstanding the closing of the existing church under the powers of this Act all pew rents fees and other sums outstanding at the date of such closing shall be recoverable in like manner and with the like powers and remedies as if this Act had not been passed.

Saving for parochial charities.

16. Nothing in this Act shall extend restrict or alter the scope and application of the benefits of any parochial charity.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Description of Church.

A plot of land situate on the south side of Victoria Square in the city and county of Kingston upon Hull and containing in the whole one thousand four hundred and thirty square yards or thereabouts together with the building erected thereon or some part thereof and the outbuildings connected therewith being the Church of Saint John in Victoria Square Kingston upon Hull.

THE SECOND SCHEDULE.

This Agreement made the sixteenth day of October one thousand nine hundred and fifteen between the Reverend Arthur James Culwick of 21 Gladstone Street in the city and county of Kingston upon Hull clerk in holy orders incumbent of the parish of Saint John in Victoria Square in the said city and county of Kingston upon Hull and diocese of York (hereinafter called "the vendor" which expression shall include when the context so admits any other incumbent of the said church) of the first part the Reverend Louis George Buchanan clerk in holy orders vicar of the parish of the Holy and Undivided Trinity in Kingston upon Hull aforesaid patron of the benefice of the said Church of Saint John (hereinafter called "the patron") of the second part the Right Honourable and Most Reverend Cosmo Gordon Lord Archbishop of York (hereinafter called "the archbishop") which expression shall also include the Lord Archbishop of York for the time being of the third part and the Right Honourable Thomas Robinson Ferens of the said city and county P.C. M.P. (hereinafter called "the purchaser") of the fourth part.

Whereas by an Order in Council dated the nineteenth day of June one thousand eight hundred and sixty-eight made by Her late Majesty Queen Victoria certain portions of the parish of the Holy and Undivided Trinity in the then town and county of Kingston upon

Hull in the diocese of York and of the parish of Sculcoates in the said county and diocese and of the parish of Saint Stephen Hull in the same county and diocese were formed into one consolidated chapelry named "the consolidated chapelry of Saint John Kingston upon Hull" and the right of presentation and appointment to the church of such consolidated chapelry was to belong to and be exercised by Richard England Brooke and by his successors vicars or incumbents of the said vicarage of the parish of the Holy and Undivided Trinity aforesaid Now this agreement witnesseth as follows:—

1. The vendor by and with the consent of the patron and of the archbishop (testified by their respectively being parties to and signing these presents) agrees to sell and the purchaser agrees to purchase All that the Church of Saint John in Victoria Square and adjoining a street off Waterhouse Lane in the said city and county of Kingston upon Hull with the land upon which the church stands and the ground adjoining thereto as the same is shown on the plan annexed (by way of identification only) and thereon coloured pink Together with all rights of light and other easements now belonging to or enjoyed in respect of the said premises at the price of eleven thousand two hundred and fifty pounds subject to all easements (if any) affecting the said premises and upon the terms and conditions hereinafter contained.

2. The purchaser shall upon the execution of this contract pay to the Ecclesiastical Commissioners for England (hereinafter called "the Ecclesiastical Commissioners") a deposit of five hundred pounds on account of the purchase money.

3. At the end of the period of four calendar months from the passing of the Act of Parliament referred to in clause 9 hereof (hereinafter sometimes called "the proposed Act") or at such earlier time as the vendor is able to give vacant possession of the said premises (and whether or not the vendor shall have removed all or any of the bodies referred to in the First Schedule hereto) the balance of the purchase money shall be paid to the Ecclesiastical Commissioners to be held by them for the purposes mentioned in clause No. 2 of the Second Schedule hereto and thereupon the property comprised in the sale shall in exercise of the powers to be conferred by the proposed Act and with the concurrence of the patron and of the archbishop be assured by the vendor to the purchaser by deed duly stamped and truly stating the consideration and upon the execution of such assurance the said property shall vest in the purchaser free from all prior estates and incumbrances and also freed and discharged from all ecclesiastical trusts uses purposes obligations and disabilities whatsoever and from all rights or interests of the owners of any seats or pews therein Any conveyance or assurance by the vendor hereunder shall be registered

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in the public episcopal registry of the diocese of York and shall be effectual without the concurrence or consent of any person other than the patron and the archbishop If from any cause other than the wilful default of the vendor or the patron or the archbishop the balance of the purchase money shall not be paid at the time hereby appointed for payment thereof the purchaser shall pay to the Ecclesiastical Commissioners interest thereon at the rate of five pounds per centum per annum from that time until payment.

4. In addition to the said purchase money the purchaser shall on the signing hereof pay to Messrs. Thomas Priestman and Sons the vendor's solicitors the sum of one thousand two hundred and fifty pounds to cover the costs of the vendor (including the costs of any body or persons whose consent to or concurrence in the proposed Act or otherwise in relation to this transaction may be required) and patron and archbishop of and incidental to the promotion of the said Act of Parliament and otherwise in relation to this transaction and the said sum shall be applicable towards indemnifying the vendor patron and archbishop in respect of all costs relative to this agreement or the transactions herein referred to notwithstanding that the application to Parliament may prove abortive or this contract be rescinded under clause 10 hereof or for any reason (other than the wilful default of the vendor patron or archbishop) the proposed sale shall not be carried into effect and this contract should be rescinded under the terms of clause 10 hereof then and in such case the deposit hereinbefore mentioned shall be repaid to the purchaser (without interest in the meantime) and also the balance (if any) of the said sum of one thousand two hundred and fifty pounds remaining after so indemnifying the vendor patron and archbishop as aforesaid.

5. The title to the legal estate in the said hereditaments shall be deemed to be constituted by an indenture dated the sixteenth day of February one thousand seven hundred and ninety-one and made between Robert Thorley of the first part the Reverend Thomas Dikes of the second part and Thomas Thompson of the third part and the abstract of such title shall be delivered within fourteen days after the passing of the proposed Act but no objection or requisition on title shall be made.

6. The communion table font pulpit lectern stained-glass windows the ceiling in the nave and chancel the monuments throughout the church pews seats safe bells and other fittings of the said church are excluded from the sale hereby made and the vendor shall be entitled to remove and dispose of the same as the archbishop by writing under his hand shall sanction.

7. The said Church of Saint John shall be pulled down and wholly demolished by the purchaser within a reasonable time after the

date of payment of the balance of the purchase money and in no case shall the same be used or kept by the purchaser temporarily or otherwise for any purpose whatsoever The site of the said church shall not be used nor shall any building or other erection thereon be used for the purpose of a theatre opera-house music-hall or other place of public amusement or entertainment or for a licensed victuallers or other business where intoxicating liquors are sold.

8. The purchaser shall bear the costs of and in relation to the removal and re-burial of the remains of all deceased persons interred in the said Church of Saint John or in the surrounding churchyard or in any vault belonging thereto such removal to be undertaken and completed by the vendor (who shall take all responsibility in connexion therewith) within the time mentioned and in accordance with the regulations and provisions set forth in the First Schedule hereto subject to such modifications thereof (if any) as shall be made by the proposed Act.

9. The vendor will in the session of Parliament of one thousand nine hundred and sixteen apply to Parliament for confirmation of this contract and will use his best endeavours to procure the sanction of Parliament thereto The proposed Act shall contain all proper provisions for enabling the stipulations of this contract to be carried into effect and for making the obligations of the vendor hereunder binding upon the vicar for the time being of the said Church of Saint John And for the purpose of constituting the necessary new ecclesiastical district and in order to provide for the transfer of endowments and other matters the said Act shall also contain the provisions set forth in the Second Schedule hereto with such modifications (if any) as Parliament shall prescribe.

10. If the Act of Parliament before referred to be not obtained during the session of one thousand nine hundred and sixteen or the next succeeding session from any cause except the wilful default neglect or omission on the part of the vicar for the time being of the said church or the patron or the archbishop such vicar and patron notwithstanding any negotiations or litigation may rescind this contract and if from any cause whatsoever the said Act be not obtained within the time aforesaid the purchaser may notwithstanding any negotiation or litigation rescind this contract and in case of such rescission the deposit (but without interest) shall be returned to the purchaser.

As witness the hands of the parties the day and year first hereinbefore written.

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The FIRST SCHEDULE hereinbefore referred to.

1. The vendor shall within three calendar months from the passing of the Act mentioned in clause 9 of the contract remove or cause to be removed the remains of all the deceased persons interred or deposited in or under the said Church of Saint John or the land adjoining thereto.

2. Before proceeding to remove any such remains the vendor shall publish a notice for three successive days in two local newspapers circulating in the city and county of Kingston upon Hull to the effect that it is intended to remove such remains and such notice shall have embodied in it the substance of paragraphs 3 4 5 6 and 7 of these provisions.

3. Any time within two months after the first publication of such notice any person who is an heir executor administrator or relative of any deceased person whose remains are interred in the said church land or vaults may give notice in writing to the vendor of his intention to undertake the removal of such remains and thereupon he shall be at liberty without any faculty for the purpose but subject to any regulations made by the archbishop to cause such remains to be forthwith removed to and re-interred in any consecrated burial ground or cemetery in which burials may legally take place.

4. If any person giving notice as aforesaid shall fail to satisfy the vendor that he is such heir executor administrator or relative as he claims to be the questions shall be determinable on the application of either party in a summary manner by the registrar of the consistory court of the diocese of York who shall have power to make an order specifiying who shall remove the remains.

5. The expense of such removal and re-interment (not exceeding in respect of remains removed from any one vault or grave the sum of ten pounds) shall be defrayed by the purchaser such sum to be apportioned if necessary equally according to the number of remains in the vault or grave.

6. If within the aforesaid period of two months no such notice as aforesaid shall have been given to the vendor in respect of the remains in any vault or grave or if after such notice has been given the persons giving the same shall fail to comply with the provisions of this schedule and with any regulations of the archbishop the vendor shall without any faculty for that purpose remove the remains of the deceased person and cause them to be interred in such other consecrated burial ground or cemetery in which burials may legally take place as the vendor thinks suitable for the purpose subject to the consent of the archbishop.

7. All monuments and tombstones relating to the remains of any deceased person removed under these provisions shall at the expense of the purchaser be removed and re-erected at the place of re-interment of such remains or at such place within the city and county of Kingston upon Hull as the archbishop may direct on the application (if any) of such heir executor administrator or relative as aforesaid or failing such application on the application of the purchaser.

8. The removal of the remains of any deceased person under these provisions shall be carried out under the supervision and to the satisfaction of the medical officer of health of the city and county of Kingston upon Hull.

The Second Schedule hereinbefore referred to.

1. If and so soon as this agreement shall have been confirmed by Parliament as hereinbefore mentioned the patron shall forthwith take all steps and use all endeavours in his power for securing a suitable site for a church within or near the said city and county of Kingston upon Hull and for the constitution of a separate district for ecclesiastical purposes under the New Parishes Acts 1843 to 1884 The vendor (if living) shall without any presentation admission institution or induction or other process whatsoever become and be the first minister or vicar of such new district The whole right of patronage of such new district and when such new district shall have become a new parish then of such new parish shall notwithstanding any provisions of the said New Parishes Act be assigned to and vested in the vicar of the Church of the Holy and Undivided Trinity aforesaid and his successors vicars of the said church On the constitution of the said district all endowments stipends payments emoluments and rights of or belonging to the vicar or minister of the said Church of Saint John except surplice or other fees rights or emoluments arising out of or from the parish or district now attached to the said church shall by virtue of the said proposed Act be transferred to the minister or incumbent of the said new district and the proposed Act shall contain such provision as may be necessary for giving effect to the said transfer Any difference as to the application of any moneys under this clause shall be finally determined by the archbishop but so that the same shall be applied for the benefit of such intended new district.

2. The said purchase money when the balance thereof shall have been received including the said deposit with the interim interest thereof (if any) shall so soon as circumstances admit be applied and disposed of first in or towards the purchase or acquisition of a site

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within such intended district to be approved of by the archbishop and the erection furnishing and equipment thereon with all proper approaches fittings ornaments and conveniences of a church and the patron shall take or move any other necessary person to take proper steps to obtain the consecration of such intended new church Secondly in the purchase of a site for and the erection of a suitable parish hall or schoolroom And thirdly in providing a suitable vicarage And in case there shall be any surplus of the said purchase money and interest after payment of all expenses incurred in obtaining the assignment of such new district and in providing furnishing and consecrating the said new church parish hall schoolroom and vicarage or otherwise in carrying into effect the provisions of this agreement or incidental thereto the same shall be applied and disposed of in or towards the making provision by means of a repair fund or otherwise for the repair and maintenance of such new church parish hall and schoolroom and the land and fences surrounding the same and the repair maintenance and renewal of the furniture thereof or for any one or more of such last-mentioned purposes And in case there shall be an ultimate surplus after providing for the purposes aforesaid the same may be applied for any purposes connected with the Church of England in the diocese of York by the Ecclesiastical Commissioners with the consent of the archbishop and the patron for the time being of the said advowson of the said Church of Saint John The interest accruing due upon the funds from time to time representing all or any part of the purchase price shall be applied as follows:—

3. First as to the sum of one hundred and thirty-five pounds per annum in payment thereof to the vendor in lieu of pew rents baptismal and marriage fees and other emoluments which will cease or decline owing to the sale aforesaid Secondly in payment of the reasonable expenses of the vendor in removing to the new parish Thirdly (if deemed necessary or advisable by the vendor and the archbishop) in providing preparing and maintaining a suitable hall or other premises in the neighbourhood of the proposed new church until the completion and consecration of such new church And fourthly if there shall be any balance of such income the same shall go and be applied and disposed of in the same manner as the capital moneys hereinbefore referred to.

4. All registers deeds records books and documents belonging to the said Church of Saint John shall before the date of payment of the balance of purchase money be removed by the patron to the said Church of the Holy and Undivided Trinity except that one of the duplicate marriage registers current at the time shall be deposited by the patron with the district superintendent registrar as required by law in the case of filled register books.

5. From and after the constitution of the new district referred to in clause 1 of this schedule the ecclesiastical district now attached or assigned to the said Church of Saint John shall cease to exist as a separate ecclesiastical district and shall be united to and merged in the parish of the Holy and Undivided Trinity in Kingston upon Hull aforesaid for all ecclesiastical purposes and shall form part of the benefice and cure of souls of the said parish.

Witness to the signature of the said A. J. Culwick L. G. Buchanan and the Lord Archbishop } ARTHUR J. CULWICK. L. GEORGE BUCHANAN. COSMO EBOR.

THOS. PRIESTMAN Solr.
Hull.

Witness to the signature of said T. R. Ferens } THOS. R. FERENS.

H. H. SANDERSON Solicitor
Hull.

THE THIRD SCHEDULE.

FORM OF ASSURANCE.

THIS INDENTURE made the day of one thousand nine hundred and between the Reverend ARTHUR JAMES CULWICK of the city and county of Kingston upon Hull clerk in holy orders and incumbent of the parish of Saint John in the said city and county (hereinafter called "the vendor") of the first part the Right Honourable and Most Reverend COSMO GORDON Lord Archbishop of York (hereinafter called "the archbishop") of the second part the Reverend LOUIS GEORGE BUCHANAN of the city and county of Kingston upon Hull clerk in holy orders (hereinafter called "the patron") of the third part and the Right Honourable THOMAS ROBINSON FERENS of the said city and county Privy Councillor Member of Parliament (hereinafter called "the purchaser") of the fourth part.

WHEREAS by an Act of Parliament intituled "Church of Saint John in Victoria Square Kingston upon Hull Act 1916" (being an Act to authorise the sale of the Church of Saint John in Victoria Square in the said city and county of Kingston upon Hull and the site thereof and the application of the proceeds of sale to the provision of a new church and for other purposes) it was enacted (inter alia) that upon

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payment by the purchaser to the Ecclesiastical Commissioners of the sum of eleven thousand two hundred and fifty pounds in manner therein mentioned and on the execution of this assurance by the vendor the fee simple of and in the said church and churchyard and the site thereof and the land attached or belonging thereto (including the vaults and graves as the same are described in the First Schedule to that Act but exclusive of such monuments ornaments fittings furniture and other articles as are excepted by the provisions of an agreement scheduled in the said Act and which have been or shall be removed under the provisions of the said scheduled agreement) should be vested in the purchaser in manner hereinafter mentioned:

And whereas the said sum of eleven thousand two hundred and fifty pounds has been paid to the Ecclesiastical Commissioners in accordance with the provisions of the said Act:

Now this indenture witnesseth that in consideration of the said sum of eleven thousand two hundred and fifty pounds paid by the purchaser as aforesaid and in pursuance of and by virtue of the said Act the vendor with the concurrence of the archbishop and the patron testified by their execution of these presents hereby conveys and assures unto the purchaser All that plot of land situate on the south side of Victoria Square in the city and county of Kingston upon Hull aforesaid containing in the whole one thousand four hundred and ten square yards or thereabouts as delineated on the plan annexed hereto and thereon coloured red Together with the building erected thereon or upon some part thereof and the outbuildings connected therewith being the Church of Saint John in Victoria Square in the said city and county of Kingston upon Hull To hold the same unto and to the use of the purchaser in fee simple.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

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FOR
FREDERICK ATTERBURY, Esq., C.B., the King's Printer of Acts of Parliament.

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