



CHAP. cxlvii.

An Act for confirming a Scheme of the Charity Commissioners for the Owens College at Manchester; and for other purposes connected therewith. A.D. 1871.
[24th July 1871.]

WHEREAS by section twenty-four of The Owens Extension College, Manchester, Act, 1870, it was enacted to the effect that the governors of the College by that Act established (being the Owens Extension College) and the trustees for educational purposes under the will of John Owens in that Act mentioned (whether any of the governors were also such trustees or not) might from time to time enter into agreements and arrangements for all or any of the following purposes, and might execute and do all deeds and things necessary or proper in that behalf; (that is to say,)

33 & 34 Vict.
c. 2. (*Private.*)

For the amalgamation or union of the Owens College (meaning the institution theretofore known by that name) with the College (meaning the College by that Act established);

For the alteration of the existing trusts and regulations of and affecting the Owens College, and the endowments and foundations, primary and collateral, of and connected with, and the property and rights of, the Owens College, due regard being had to the intentions of the testator as set forth in his said will;

For the adoption by the College of the professors, associates, students, officers, and servants of the Owens College;

For the transfer to the College of the endowments and foundations, primary and collateral, of and connected with, and the property and rights of, the Owens College;

For the transfer to the College of the contracts, engagements, and liabilities of the Owens College;

but so that any agreement or arrangement for any of the purposes aforesaid should have no operation unless and until it was approved

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by the Charity Commissioners for England and Wales and certified in a scheme under their seal, which should when so approved and certified be forthwith reported to Her Majesty, and such report should within fourteen days after the making thereof be laid before both Houses of Parliament, if Parliament were then sitting, or otherwise within fourteen days after the meeting thereof, and the scheme so reported should be submitted to Parliament to be confirmed by Act of Parliament with or without any alterations or modifications thereof, and such Act should be deemed a Public General Act:

And whereas the Charity Commissioners for England and Wales have made a report to Her Majesty, dated the twenty-sixth day of May one thousand eight hundred and seventy-one, which report is set forth in the First Schedule to this Act, and have thereby reported to the effect that in pursuance of the provisions of the said Act they have approved and certified the scheme subjoined to that report for the purposes mentioned in the said section:

And whereas it is expedient that the said scheme be confirmed:

And whereas it is expedient that the recited Act be in some particulars amended:

Be it therefore 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:

Short title.

1. This Act may be cited as *The Owens College Act, 1871.*

Confirmation of scheme.

2. The said scheme is hereby confirmed, and shall be binding on all persons and bodies corporate whomsoever to all intents, and shall be carried into full effect accordingly.

Amendment of constitution of college.

3. The constitution of the College set forth in the Second Schedule to the recited Act is hereby amended in manner appearing in the Second Schedule to this Act.

Application of provisions for perpetual succession, &c. of college by name of Owens College.

4. Section seven of the recited Act shall be read and have effect as if at the end of that section the following words had been inserted; (that is to say,) and thenceforth by that name shall be one body corporate with perpetual succession and a common seal, and by that name may sue and be sued in any court or place of judicature within Her Majesty's dominions.

Power to add two members of council.

5. If at any time hereafter the court shall think it desirable to increase the council, they may do so by adding any number not exceeding two.

The SCHEDULES to which the foregoing Act refers.

THE FIRST SCHEDULE.

Report of the Charity Commissioners.

TO THE QUEEN'S MOST EXCELLENT MAJESTY.

May it please Your Majesty,

We, the Charity Commissioners for England and Wales, humbly report to Your Majesty that in pursuance of the provisions of the Owens Extension College, Manchester, Act, 1870, we have approved and certified the subjoined scheme under our seal for the purposes mentioned in section twenty-four of the same Act.

CHARITY COMMISSION.

In the matter of the Owens Extension College, Manchester, Act, 1870.

SCHEME.

Whereas by section twenty-four of the Owens Extension College, Manchester, Act, 1870, it was enacted to the effect that the governors of the College by that Act established (being the Owens Extension College) and the trustees for educational purposes under the will of John Owens in that Act mentioned (whether any of the governors were also such trustees or not) might from time to time enter into agreements and arrangements for all or any of the following purposes, and might execute and do all deeds and things necessary or proper in that behalf; (that is to say,)

For the amalgamation or union of the Owens College with the Owens Extension College;

For the alteration of the existing trusts and regulations of and affecting the Owens College, and the endowments and foundations, primary and collateral, of and connected with, and the property and rights of, the Owens College, due regard being had to the intentions of the testator as set forth in his said will;

For the adoption by the Owens Extension College of the professors, associates, students, officers, and servants of the Owens College;

For the transfer to the Owens Extension College of the endowments and foundations, primary and collateral, of and connected with, and the property and rights of, the Owens College;

For the transfer to the Owens Extension College of the contracts, engagements, and liabilities of the Owens College;

but so that any agreement or arrangement for any of the purposes aforesaid should have no operation unless and until it was approved by the Charity Commissioners for England and Wales and certified in a scheme under their seal, which should when so approved and certified be reported forthwith to Her

A.D. 1871. Majesty, and such report should within fourteen days after the making thereof be laid before both Houses of Parliament, if Parliament be then sitting, or otherwise within fourteen days after the meeting thereof, and the scheme so reported should be submitted to Parliament to be confirmed by Act of Parliament with or without any alterations or modifications thereof, and such Act should be deemed a Public General Act.

And whereas the governors of the Owens Extension College and the said trustees have entered into the agreement for the purposes aforesaid, or some of them, which is annexed to this scheme.

And whereas the Charity Commissioners for England and Wales have approved of the agreement aforesaid, subject to the provisions herein-after contained.

Now, therefore, the Charity Commissioners for England and Wales, in and by this scheme under their seal, do by virtue and in exercise of the powers vested in them by section twenty-four of the Owens Extension College, Manchester, Act, 1870, and of every other power enabling them in this behalf, certify the agreement annexed to this scheme, and their approval thereof, subject to the following provisions:—

1. The power of opening the Owens College (as defined in the first clause of the aforesaid agreement) to females shall be conditional,—

(a.) Upon the authorities of the said College having sufficient pecuniary means at their disposal for effecting such extension of the scheme of education of the said College after making adequate provision for the instruction of male applicants for admission:

(b.) Upon due arrangements being made for securing the effectual separation of the students of the different sexes when attending for the purpose of instruction.

2. Nothing in the aforesaid agreement or in this scheme shall be deemed to prejudice or interfere with the second fundamental rule and condition prescribed in the founder's will (as defined in the said first clause of the said agreement) for preference according to the place of residence of parents, and the said rule and condition shall be effectual and apply in the case of applicants, whether male or female, for admission to the said College.

All which we humbly report to Your Majesty.

In witness whereof we have directed our official seal to be hereto affixed this twenty-sixth day of May one thousand eight hundred and seventy-one.

Seal of
the Charity
Commissioners
for England
and Wales.

AN AGREEMENT made the twenty-second day of February one thousand eight hundred and seventy-one between the governors of the Owens Extension College (established and incorporated by The Owens Extension College, Manchester, Act, 1870) of the one part, and the present trustees for educational purposes under the will of John Owens, late of the city of Manchester, merchant, deceased, being the following persons, all of the same city, namely, William Henry Houldsworth, cotton spinner; Alfred Neild, calico printer; John Marsland Bennett, timber merchant; Robert Dukinfield Darbishire, solicitor; the Reverend Nicholas William Gibson, Master of Arts, clerk, one of the canons of Manchester; Murray Gladstone, merchant; Edward Hardcastle, merchant; John Robinson, engineer; John Edward Taylor, newspaper publisher; and Matthew Alexander Eason Wilkinson, Doctor of Medicine, of the other part. A.D. 1871.

In consideration of the mutual benefits to accrue to the Owens Extension College and to the Owens College founded by or under the said will, and by virtue and in exercise of the powers conferred on the governors and trustees aforesaid respectively by section twenty-four of The Owens Extension College, Manchester, Act, 1870, and of every other power enabling them in this behalf, the governors and trustees aforesaid hereby, for themselves and their respective successors in office, agree as follows; (that is to say,)

1. In this agreement—

“The founder’s will” means the will of the said John Owens;

“The original Owens College” means the college founded by or under the founder’s will;

“The Extension Act of 1870” means The Owens Extension College, Manchester, Act, 1870;

“The Extension College” means the college established and incorporated by the Extension Act of 1870;

“The Owens College” means the Extension College, as it will exist on and after the amalgamation or union effected under this agreement of the original Owens College with the Extension College.

2. The original Owens College shall be amalgamated with and united to the Extension College on the terms expressed in the subsequent articles of this agreement, so that on the one hand the original Owens College shall cease to exist, and on the other hand the Extension College, with the constitution prescribed for the same by the Extension Act of 1870, but with the name of the Owens College (as prescribed by section seven of the same Act), shall continue to exist (which amalgamation and union is in this agreement referred to as the union).

3. The union shall take effect from and immediately after the first day of September next after the confirmation by Parliament of a scheme of the Charity Commissioners for England and Wales certifying this agreement (which time is in this agreement referred to as the time of the union).

4. The subsequent articles of this agreement (except as therein otherwise expressed or necessarily implied) shall have effect on and from the union, and shall be construed as referring to the state of things as existing at the time of the union.

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5. The founder's will shall (subject to the provisions of the Extension Act of 1870, and of this agreement) have effect as if the Owens College had been therein mentioned, instead of the trustees for educational purposes thereunder.

6. Without prejudice to the primary object of the Owens College, that is to say, the education of persons of the male sex, yet in consideration of the contribution by the Extension College for the purposes of the united institution as it will exist under this agreement of the large real and personal estate of the Extension College, which will be specified in a schedule thereof, which is intended to be prepared and to be submitted with this agreement to the Charity Commissioners for England and Wales, and of the ample provision thereby made available for the accommodation of a greatly increased concourse of students, the Owens College shall not be bound to observe the restrictions imposed by the founder's will as to the sex of the students, and the Owens College shall be open to and available by any such young persons (subject to the provisions of this agreement respecting the age of students) as the proper authorities thereof may from time to time direct.

7. In consideration of the fact that the opportunities afforded in Manchester for the education of young persons have been very largely extended and increased since the date of the founder's will, the Owens College shall not be bound to admit thereto any student being of the age of less than fifteen years.

8. The trustees for educational purposes under the founder's will shall transfer, assign, and deliver, or cause to be transferred, assigned, and delivered to the Owens College, the funds, investments, and property constituting the endowment provided by the founder's will for the original Owens College, which funds, investment, and property will be specified in the said intended schedule; and the same, when so transferred, assigned, and delivered, shall (subject to the provisions of this agreement) be held by the Owens College, on the trusts and for the purposes of the founder's will, and subject and according to the directions and declarations therein contained respecting his residuary charitable trust fund.

9. The trustees for educational purposes under the founder's will shall transfer, assign, and deliver, or cause to be transferred, assigned, and delivered to the Owens College, the funds, investments, and property, subject to the trusts of the indenture described in Part I. of the schedule annexed to this agreement, which funds, investment, and property will be specified in the said intended schedule, and the same, when so transferred, assigned, and delivered, shall (subject to the provisions of this agreement) be held by the Owens College, on the trusts and for the purposes of the same indenture, and subject and according to the directions and declarations therein contained.

10. The trustees for educational purposes under the founder's will shall cause to be conveyed to the Owens College the hereditaments comprised in the indenture of grant, bargain, and sale described in Part II. of the schedule annexed to this agreement, which hereditaments will be specified in the said intended schedule; and the same when so conveyed shall be held by the Owens College as lands acquired by gift or purchase under section thirteen of the Extension Act of 1870 would be held by the Owens Extension College,

and for the purposes and subject and according to the provisions of that Act, and not in, for, subject, or according to any other manner, purpose, or provision. A.D. 1871.

11. The trustees for educational purposes under the founder's will shall transfer, assign, and deliver, or cause to be transferred, assigned, and delivered to the Owens College, the funds, investments, and property respectively, subject to the trusts of the several indentures described in Parts III., IV., V., VI., VII., and VIII. of the schedule annexed to this agreement, which funds, investment, and property will be specified in the said intended schedule; and the same respectively, when so transferred, assigned, and delivered, shall (subject to the provisions of this agreement) be held by the Owens College on the trusts and for the purposes of the same respective indentures, and subject and according to the directions and declarations therein contained.

12. The trustees for educational purposes under the founder's will shall transfer, assign, and deliver, or cause to be transferred, assigned, and delivered to the Owens College, the funds, investments, and property, representing the donation referred to in the resolutions of those trustees described in Part IX. of the schedule annexed to this agreement, which funds, investment, and property will be specified in the said intended schedule; and the same, when so transferred, assigned, and delivered, shall (subject to the provisions of this agreement) be held by the Owens College on the trusts and for the purposes declared and expressed in those resolutions.

13. Notwithstanding anything in this agreement the Owens College may revise and adjust, and from time to time regulate and vary as may be found expedient, all specific regulations as to the time and mode of examination of candidates for scholarships under the several indentures described in Parts I., III., IV., V., and VI. of the schedule annexed to this agreement; and also may, without prejudice to the primary object of the several endowments effected by those indentures, revise and adjust the conditions of award and tenure of those several scholarships, or any of them.

14. Notwithstanding anything in this agreement (except the declarations contained in sections nine and eleven thereof), all funds, investments, and property comprised in the several indentures described in Parts I., III., IV., V., VI., VII., and VIII. of the schedule annexed to this agreement shall be held invested and managed by the Owens College as money from time to time received by donation or subscription under the Extension Act of 1870 would be held by the Extension College; and subject and according to the provision of section twelve of that Act, and the other provisions of that Act (relating to the investment and management of money), and not in, subject, or according to any other manner or provision.

15. The trustees for educational purposes under the founder's will, and all other persons holding any such documents, papers, or effects as after mentioned, shall deliver up to the Owens College the several indentures described in the schedule annexed to this agreement, and all other deeds and muniments of title in their possession or under their control, concerning the funds, investments, or

A.D. 1871. — property comprised in those several indentures, or otherwise relating to the original Owens College, and all books, documents, papers, or effects belonging to the same trustees in relation to the original Owens College or to the endowments made by the several indentures described in Parts I., III., IV., V., VI., VII., and VIII. of the schedule annexed to this agreement, and the receipt of the treasurer of the Owens College shall be the proper and sufficient acknowledgment of such delivery.

16. All debts and sums of money due or payable from or to the trustees for educational purposes under the founder's will in relation to the original Owens College, or to the endowments made by the several indentures described in Parts I., III., IV., V., VI., VII., and VIII. of the schedule annexed to this agreement, or from or to any persons on their behalf, shall be payable and paid by or to the Owens College.

17. All powers, authorities, privileges, exemptions, rights of action, and suit, and all other the rights and interests of the trustees for educational purposes under the founder's will in relation to the original Owens College, or to the endowments made by the several indentures described in Parts I., III., IV., V., VI., VII., and VIII. of the schedule annexed to this agreement, shall, subject to their contracts, engagements, charges, and liabilities, and subject to the provisions of this agreement, become and be vested in the Owens College.

18. The Owens College shall be bound by and liable to all the contracts, engagements, charges, and liabilities of the trustees for educational purposes under the founder's will in relation to the original Owens College, or to the endowments made by the several indentures described in Parts I., III., IV., V., VI., VII., and VIII. of the schedule annexed to this agreement; and shall, to the extent of such real or personal property as shall in pursuance of this agreement be conveyed, transferred, assigned, or delivered to the Owens College, indemnify those trustees and every of them against all such contracts, engagements, charges, and liabilities as aforesaid.

19. All byelaws and regulations of the trustees for educational purposes under the founder's will in relation to the original Owens College, concerning the management, use, or control of that College, shall (subject to the provisions of this agreement), notwithstanding the union, continue to be operative, and shall apply to the Owens College until byelaws or regulations are made by the Owens College in their stead.

20. Nothing in this agreement shall cause the abatement, discontinuance, or determination of or in anywise prejudicially affect any action, suit, or other proceeding at law or in equity commenced by or against the trustees for educational purposes under the founder's will in relation to the original Owens College before the union and then pending; but the same may be continued, prosecuted, or enforced by or against the Owens College.

21. After the union no person shall be appointed to be a trustee for educational purposes under the founder's will, and on the execution and com-

pletion of the assurances and things required for carrying this agreement and the union into effect, the functions of the trustees for educational purposes under the founder's will shall cease. A.D. 1871.

22. Notwithstanding the discontinuance of the trustees for educational purposes under the founder's will, everything before the union done or suffered by or in respect of those trustees in relation to the original Owens College or to the endowments made by the several indentures described in Parts I., III., IV., V., VI., VII., and VIII. of the schedule annexed to this agreement shall be as valid as if this agreement had not been made; and the discontinuance aforesaid and this agreement shall accordingly operate and be subject and without prejudice to everything so done or suffered, and to all rights, liabilities, claims, and demands, present or future, which if the same discontinuance and union and this agreement had not been made would be incident to or consequent on anything so done or suffered, and with respect to all things so done or suffered, and to all such rights, liabilities, claims, and demands as aforesaid, the Owens College shall to all intents represent the trustees for educational purposes under the founder's will in relation to the original Owens College.

23. The Owens College shall adopt and take over the students of the original Owens College.

24. The Owens College shall adopt and take over the honorary secretary and the associates of the original Owens College, according to the terms of their respective appointments and admissions.

25. The Owens College shall adopt and take over the professors, assistant lecturers, and teachers, and the registrar and paid officers and servants of the original Owens College in manner following; that is to say,

- (a.) The trustees for educational purposes under the founder's will shall, by the necessary notices, terminate their several contracts and engagements with each of the professors, assistant lecturers, teachers, registrar and paid officers and servants, at or as near as may be to the time of the union;
- (b.) The Owens College shall invite each of the professors to deliver lectures and give instruction in the Owens College on the same subjects as were committed to them respectively in respect of their professorships at the original Owens College, on the same terms as to remuneration and the determination of their engagements and otherwise as were attached to those professorships, or on other terms agreed on with them respectively; but such an invitation or anything done in pursuance thereof shall not in any case operate to confer on any person the status, office, or title of professor, or any privilege attached to the office of professor in the Owens College;
- (c.) The Owens College shall invite the assistant lecturers and teachers, and the registrar and paid officers and servants of the original Owens College to discharge in connexion with the Owens College the same duties as they respectively have discharged in the original Owens

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College, on the same terms as to functions and remuneration and the determination of their engagements as affected each in connexion with the original Owens College, or on other terms agreed on with them respectively;

(d.) Every invitation by the Owens College under the present article shall be temporary only, and shall operate only until the Owens College have entered into with each of the professors and other persons aforesaid such new and permanent contract as may appear to the Owens College best adapted to the effective organisation of the Owens College, or until such engagement as aforesaid shall have been terminated by the Owens College in accordance with the terms thereof; and nothing in this agreement shall take away, abridge, or interfere with the absolute discretion of the Owens College with respect to the re-adjustment and regulation of all or any of the terms of the engagements of any of the professors or other persons aforesaid, as regards functions or remuneration or any other matter, or as regards the termination of the said engagements respectively.

26. The trustees for educational purposes under the founder's will and the Owens Extension College and the Owens College shall severally execute and do all such assurances and things for the carrying of this agreement into effect as may from time to time be reasonably required.

27. If at any time any difference arises between the Owens College and the trustees for educational purposes under the founder's will respecting the construction or effect of this agreement, or respecting any deed to be executed or thing to be done thereunder, or respecting any matter arising out of or connected with this agreement, the same shall be referred to the determination of the Charity Commissioners for England and Wales, whose decision thereon shall be final and binding; and the Owens College or those trustees shall comply with and perform all directions of the Charity Commissioners given on any such reference.

28. The costs, charges, and expenses preliminary to and of and incidental to the preparing, making, applying for, obtaining, and passing of this agreement, and of any scheme of the Charity Commissioners, or preliminary to and of and incidental to any proceedings in Parliament relative to this agreement, or to any scheme or Act, or to the union, shall be paid by the Extension College.

29. This agreement is made subject to approval by the Charity Commissioners for England and Wales, and to confirmation by Act of Parliament, in manner provided by section twenty-four of the Extension Act of 1870.

In witness whereof the said governors have caused the common seal of the Owens Extension College to be hereunto affixed, and the said trustees have hereunto set their hands the day and year first above written, the said trustees severally signing in their separate capacities as special trustees under the several indentures described in Parts I., II., III., IV., V., VI., VII., and VIII. of the schedule annexed to this agreement for the purpose of signifying their consent to this agreement, so far as the same affects such special trusteeships, as well

as in their capacity of trustees for educational purposes under the will of the late John Owens. A.D. 1871.

Passed under the common seal of the Owens Extension College, in the presence of

J. HOLME NICHOLSON,
Registrar.



Signed by the above-named Alfred Neild, Robert Dukinfield Darbshire, and Matthew Alexander Eason Wilkinson, in the presence of

CHARLES ASTON,
Attorney, Manchester.

W. H. HOULDSWORTH.

ALFRED NEILD.

J. M. BENNETT.

Signed by the above-named William Henry Houldsworth, John Marsland Bennett, Murray Gladstone, Edward Hardcastle, and John Robinson, in the presence of

JAMES WILES,
Clerk to Messrs. J. P. Aston & Son,
Solicitors, Manchester.

R. D. DARBISHIRE.

N. W. GIBSON.

MURRAY GLADSTONE.

EDWARD HARDCASTLE.

Signed by the above-named Nicholas William Gibson and John Edward Taylor, in the presence of

THOMAS FINLASON,
Peckham,
Solicitor's Clerk.

JOHN ROBINSON.

JOHN EDWD. TAYLOR.

M. A. EASON WILKINSON.

The SCHEDULE referred to in the foregoing Agreement as being thereunto annexed.

PART I.

AUXILIARY TRUST FUND.

An indenture made the thirteenth day of April one thousand eight hundred and fifty-two, between the several persons whose names and seals were subscribed and set in the schedule at the foot thereof of the first part, and George Faulkner, Samuel Fletcher, John Frederick Foster, James Heywood, Alexander Kay, William Neild, Mark Philips, and William Benjamin Watkins, esquires, of the second part. Enrolled in Chancery, 14th September 1852.

PART II.

SITE OF ORIGINAL OWENS COLLEGE.

An indenture made the twenty-ninth day of August one thousand eight hundred and fifty-four, between George Faulkner, esquire, of the first part, Stephen Heelis, gentleman, of the second part, and Samuel Fletcher, John Frederick Foster, James Heywood, Alexander Kay, William Neild, Mark

A.D. 1871. Philips, and William Benjamin Watkins, esquires, of the third part. Enrolled in Chancery, 26th October 1854.

PART III.

DALTON MEMORIAL.

An indenture made the twenty-eighth day of December one thousand eight hundred and fifty-seven, between John Partington Aston, gentleman, Robert Barnes, esquire, Thomas Bazley, esquire, James Collier Harter, esquire, Joseph Heron, gentleman, Alfred Neild, calico printer, and John Ashton Nicholls, cotton spinner, of the first part, and George Faulkner, Samuel Fletcher, John Frederick Foster, James Heywood, William Neild, Mark Philips, and William Benjamin Watkins, esquires, of the second part. Enrolled in Chancery, 5th June 1858.

PART IV.

SHAKSPEARE MEMORIAL.

An indenture made the seventh day of November one thousand eight hundred and sixty-five, between John Marsland Bennett, James Crossley, Joseph Gouge Greenwood, Frederick William Walker, esquires, and John Watts, esquire, Doctor of Philosophy, of the first part; and Ivie Mackie, Thomas Darwell, James Heald, William Henry Houldsworth, and Alfred Neild, esquires, the said John Marsland Bennett, Robert Dukinfield Darbishire, solicitor, the Reverend Nicholas William Gibson, clerk, Master of Arts, one of the canons of the Cathedral Church of Manchester, Murray Gladstone and Edward Hardcastle, merchants, Edward Owens, esquire, barrister-at-law and judge of the County Court of Lancashire, held at Manchester, John Robinson, engineer and machinist, John Edward Taylor, newspaper publisher, and Matthew Alexander Eason Wilkinson, Doctor of Medicine, of the second part. Enrolled in Chancery, 5th January 1866.

PART V.

SHUTTLEWORTH SCHOLARSHIP.

An indenture made the tenth day of November one thousand eight hundred and sixty-five, between Elizabeth Shuttleworth, widow, of the first part, and Ivie Mackie, Thomas Darwell, James Heald, William Henry Houldsworth, Alfred Neild, and John Marsland Bennett, esquires, Robert Dukinfield Darbishire, solicitor, the Reverend Nicholas William Gibson, clerk, Master of Arts, one of the canons of the Cathedral Church of Manchester, Murray Gladstone and Edward Hardcastle, merchants, Edward Owens, esquire, barrister-at-law and judge of the County Court of Lancashire, held at Manchester, John Robinson, engineer and machinist, John Edward Taylor, newspaper publisher, and Matthew Alexander Eason Wilkinson, Doctor of Medicine, of the second part. Enrolled in Chancery, 5th January 1866.

PART VI.

ASHBURY ENDOWMENT.

An indenture made the twenty-fourth day of August one thousand eight hundred and sixty-nine, between James Ashbury, esquire, of the first part, and

William Henry Houldsworth, Alfred Neild, and John Marsland Bennett, esquires, Robert Dukinfield Darbishire, solicitor, the Reverend Nicholas William Gibson, clerk, Master of Arts, one of the canons of the Cathedral Church of Manchester, Murray Gladstone and Edward Hardcastle, merchants, John Robinson, engineer, John Edward Taylor, newspaper publisher, and Matthew Alexander Eason Wilkinson, Doctor of Medicine, of the second part. Enrolled in Chancery, 3rd November 1869. A.D. 1871.

PART VII.

COBDEN MEMORIAL.

An indenture made the twenty-first day of January one thousand eight hundred and sixty-eight, between Robert Neill, Arthur Heywood, and Henry Ashworth, esquires, and John Watts, esquire, Doctor of Philosophy, of the first part, and James Heald, esquire, William Henry Houldsworth, cotton spinner, Alfred Neild, calico printer, John Marsland Bennett, esquire, Robert Dukinfield Darbishire, solicitor, the Reverend Nicholas William Gibson, clerk, Master of Arts, one of the canons of the Cathedral Church of Manchester, Murray Gladstone and Edward Hardcastle, merchants, Edward Ovens, esquire, barrister-at-law and judge of the County Court of Lancashire, held at Manchester, John Robinson, engineer and machinist, John Edward Taylor, newspaper publisher, and Matthew Alexander Eason Wilkinson, Doctor of Medicine, of the second part. Enrolled in Chancery, 19th February 1868.

PART VIII.

ENGINEERING PROFESSORSHIP AND CONNECTED AIDS.

An indenture made the twenty-second day of February one thousand eight hundred and sixty-eight, between the several persons whose names and seals are subscribed and set in the schedule at the foot thereof of the first part, and James Heald, William Henry Houldsworth, Alfred Neild, and John Marsland Bennett, esquires, Robert Dukinfield Darbishire, solicitor, the Reverend Nicholas William Gibson, clerk, Master of Arts, one of the canons of the Cathedral Church of Manchester, Murray Gladstone and Edward Hardcastle, merchants, Edward Ovens, esquire, barrister-at-law and judge of the County Court of Lancashire, held at Manchester, John Robinson, engineer and machinist, John Edward Taylor, newspaper publisher, and Matthew Alexander Eason Wilkinson, Doctor of Medicine, of the second part. Enrolled in Chancery, 19th August 1868.

PART IX.

STRIKE LECTURE FUND.

Resolutions of the trustees for educational purposes under the founder's will, passed at meetings held on the seventeenth day of March, the twenty-first day of April, and the sixteenth day of June, one thousand eight hundred and seventy.

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7. COBDEN MEMORIAL.

Particular of investment and property referred to in clause 11 of the said agreement, as subject to the trusts of the indenture described in Part VII. of the schedule to the said agreement annexed:

£1,942 On mortgage granted by the said corporation of Manchester under the Manchester Town Hall and Improvement Act, 1866, on security of the city rate of the city of Manchester, at interest at £4 per cent. per annum.

8. ENGINEERING PROFESSORSHIP AND CONNECTED AIDS.

Particulars of investments and property referred to in clause 11 of the said agreement, as subject to the trusts of the indenture described in Part VIII. of the schedule to the said agreement annexed:

£9,000 0 0 On mortgage granted by the said corporation of Manchester under the Manchester Town Hall and Improvement Act, 1866, on security of the city rate of the said city of Manchester, at interest at £4 per cent. per annum.

£472 15 0 On mortgage granted by the said corporation of Manchester under the Manchester Corporation Waterworks Acts, 1847 and 1854, on security of the city rate of the said city, at interest at £4 per cent. per annum.

9. STRIKE LECTURE FUND.

Particular of investment and property referred to in clause 12 of the said agreement:

£200 9 10 On mortgage granted by the said corporation under the Manchester Corporation Waterworks and Improvement Act, 1869, on security of the city rate of the said city of Manchester, at interest at £4 per cent. per annum.

NOTE.—The foregoing particulars are taken as standing on the 31st day of July 1870. No particulars of interest and annual income then in hand are given, as the same will be disposed of or varied before the union of the Colleges under the said agreement takes place.

THE OWENS EXTENSION COLLEGE.

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Particulars of funds, investments, and property referred to in clause 6 of the said agreement :

A.—AS TO THE SITE OF THE NEW COLLEGE BUILDINGS.

Several plots of land lying together within the township of Chorlton-upon-Medlock, in the city of Manchester, and together making up an entire ground plot containing in the whole 19,829 superficial square yards of land or thereabouts, and bounded on the northerly side thereof by Oxford Road, on the easterly side thereof, as to the principal part thereof, by Burlington Street, and as to the other and remaining part thereof by lands respectively belonging to _____ on the several parts of the southerly side thereof by lands belonging respectively to _____

and on the westerly side thereof by

Coupland Street, and which said several plots and entire plot of land are delineated in the plan drawn in the margin of an indenture dated the 23rd day of September 1870, and made between Thomas Ashton, merchant, of the one part, and the Owens Extension College (incorporated by the Owens Extension College, Manchester, Act, 1870) of the other part, and all houses, buildings, and erections standing and being thereon, with the rights, members, and appurtenances to the said hereditaments. And all other, if any, the hereditaments expressed or intended to be conveyed or assured by the hereinbefore mentioned indenture, subject, nevertheless, as to all or certain parts respectively of the said hereditaments and premises to such exceptions, leases, tenancies, payments of rent, and observance and performance of covenants, conditions, provisions, and agreements, right of way, and other, if any, burthens, matters, or things subject to which the same several premises, or any of them, or any part or respective parts thereof, were or was expressed or intended to be conveyed in and by the before-mentioned indenture ; but with the full benefit and advantage of all indemnities and other rights created or otherwise subsisting for the benefit or advantage of the said Thomas Ashton, his heirs, executors, administrators, or assigns, in respect of all or any part or parts respectively of the said premises, as in the said indenture mentioned or referred to.

B.—AS TO MONEYS CONTRIBUTED FOR THE PURCHASE OF LAND AND ERECTION OF NEW COLLEGE BUILDINGS, AND EXTENDED ENDOWMENT.

Statement as of the date 28th February 1871 :

	£	s.	d.
Amount of contributions promised towards the purchase of site and erection of buildings - - -	62,886	4	0
Ditto towards erection and furnishing of the new chemical laboratory - - - - -	1,650	0	0
Ditto towards increasing the general endowment fund of the College - - - - -	9,500	0	0
Ditto towards the endowment of specific departments -	2,500	0	0
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	£76,536	4	0
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A.D. 1871.

Of this total sum the Extension College has already expended—

	£	s.	d.
In the purchase of land - - - - -	30,189	9	1
In payments on account of building contracts - - - - -	8,900	0	0
And in sundry expenses (1867 to 1870) for management and towards obtaining the Owens Extension College, Manchester, Act, 1870 - - - - -	2,741	1	2
	<hr/>		
	41,830	10	3
 The Owens Extension College has invested in mortgages of the Manchester Corporation (Gas Department) - - - - -	 9,000	 0	 0
Balance to the credit of the College in the bank of Messrs. Heywood Brothers and Co. - - - - -	11,981	13	2
	<hr/>		
	£62,812	3	5
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The balance of contributions is in process of being collected.

ALFRED NEILD,
Chairman of the Trustees of the
Original Owens College.

THOS. ASHTON,
Chairman of the Extension Committee
of the Extension College.



CHARITY COMMISSION.

This is a copy of the certificate, agreement, and scheme referred to in the foregoing report.

26th May 1871.

HEN. M. VANE,
Secretary.

THE SECOND SCHEDULE.

Amendment in Constitution of College.

Under the head "Removal of Principal or Professors," the following words (namely), "the Principal or" shall be inserted after the words "expedient to remove."