



ANNO UNDECIMO & DUODECIMO

# VICTORIÆ REGINÆ.

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## Cap. 11.

An Act to provide for the better Administration of certain Charities in the Parish of *Sandbach* in the County of *Chester*, and the Distribution of the Income thereof, and for vesting the Estates and Property belonging to the Charities in new Trustees, and to enable the Trustees to grant Leases of the Charity Estates; and for other Purposes. [31st August 1848.]

WHEREAS by an Indenture dated the Twenty-fifth Day of June One thousand six hundred and seventy-three certain Lands and Premises situate at *Rushton Grange* in the Parish of *Burslem* in the County of *Stafford*, and also all and all manner of Tithes, Oblations, Obventions, and Mortuaries, yearly or otherwise, happening, renewing, increasing, or multiplying in, upon, or out of the Premises aforesaid, were conveyed to *John Furnival* and others, to hold to them, their Heirs and Assigns for ever; and by a certain other Indenture dated the Twenty-sixth Day of June One thousand six hundred and seventy-three, and made between the said *John Furnival* and others of the First Part, *John Whitacres* and others

Indenture, dated 25th June 1673.

Indenture, dated 26th June 1673.

[Private.]

of

of the Second Part, and *William Weld*, therein named, and others, of the Third Part, after reciting that several Persons then deceased, theretofore Inhabitants of the Parish of *Sandbach* aforesaid, and several other Persons then living in the said Parish and other Places, had, in their pious and charitable Disposition to the poor Inhabitants of Parts of the said Parish, given several Sums of Money to be employed to and for the Use of the Poor inhabiting within some particular Townships or Hamlets in the said Parish, which, being not well secured, might thereafter be in danger to be lost, and reciting, that the said *William Weld* and others, in their great Care for the Preservation of the said Monies given to the pious and charitable Uses aforesaid, and that the same might thereafter for ever be employed according to the pious and charitable Intents of the Donors, and not be mis-converted or lost, and that it might be secured out of Lands, had, with the Consent of others of the most substantial Inhabitants, agreed to call in all the said Monies, and with the same and other Monies then lately given to the like Purposes by some charitable and well-disposed Persons, amounting in the whole to Four hundred and twenty Pounds, had lately purchased the Premises therein mentioned, upon trust nevertheless as therein-after expressed, it was witnessed, that the said *John Furnival* and others, in performance of the Trusts reposed in them, and for the nominal Consideration therein mentioned, granted, bargained, and assigned unto the said *William Weld* and others of the Third Part, their Heirs and Assigns, the Premises comprised in the before-mentioned Deed, to hold to them, their Heirs and Assigns for ever, upon trust to apply the Rents and Profits as follows, (that is to say,) the Sum of One Shilling and Three-pence weekly for ever to buy Fifteen Loaves of Bread, to be given and disposed of weekly to Fifteen poor Persons, being the greatest Objects of Charity inhabiting or who should thereafter inhabit within the several Townships, Hamlets, or Villages of *Sandbach*, *Betchton*, *Hassall*, *Wheelock*, *Bradwell*, and *Arclid*, at the Discretion of the Vicar and Churchwardens of *Sandbach* aforesaid for the Time being, and of the greater Number of Inhabitants of the said several Townships, and also of the Sum of Eleven Shillings yearly to the Vicar of the said Parish of *Sandbach* and his Successors that should preach a Sermon yearly in the Church of *Sandbach* upon *Friday* before the Feast Day of *Saint John the Baptist* yearly, and to the Clerk of the said Church Twelve-pence, and the Sexton Sixpence, according to the Gift and Appointment of *Hugh Wheelock* deceased, and also the yearly Sum of Fourteen Shillings and Four-pence to be paid to the Overseers of the Poor of the Lordship of *Sandbach* yearly for ever thereafter upon the First of *June* and the First of *November*, by equal Proportions, and to be by them yearly disposed to such poor Persons inhabiting or which should thereafter inhabit within the Lordship of *Sandbach* as to them should seem meet, and also the yearly Sum of Fourteen Shillings and Four-pence to be paid to the present and succeeding Overseers of the Poor of the Township of *Betchton* for ever thereafter upon the said First of *June* and First of *November*, by equal Proportions, and to be by them yearly for ever paid and disposed to such Persons inhabiting or which should thereafter inhabit within the said Township of *Betchton* as to them should seem fit; and the said Indenture contained like Payments directed to be

be made to the respective Overseers of the Townships of *Little Hassell*, *Wheelock*, and *Bradwell*, at the same Time, and for a like Disposal, in their respective Townships, so as always an Account should be given to the Churchwardens and Parishioners of the said Parish of *Sandbach* yearly how and to what Persons the said several Sums of Money had been disposed; and upon further Trust that the Residue and Remainder of the Rents, Issues, and Profits of all the said Premises should for ever thereafter be distributed yearly to the most deserving poor Inhabitants of the said Townships or Hamlets of *Sandbach*, *Betchton*, *Hassall*, *Wheelock*, *Bradwell*, and *Arclid*, in such Manner as to such Vicar and Churchwardens of *Sandbach* aforesaid for the Time being, and to the Inhabitants of the said several Townships or Hamlets, or the greater Number of them who shall be present at such Distribution, should seem fit; and it was declared and agreed that the yearly Rents, Issues, and Profits of the said Premises should by the Tenants thereof be paid to the said then present Churchwardens of *Sandbach*, and afterwards to the succeeding Churchwardens for the Time being, for ever, and by them forthwith paid to the Hands of the several Persons who were before intrusted to receive and dispose of the said several Sums of Money to the charitable and pious Uses aforesaid, and the Residue to be by them paid and distributed as therein-before mentioned; and the said Deed provided that from Time to Time for ever within Six Months next after the Death of the said Trustees or their Assigns, save Four, those Four or other Persons surviving should in due Form of Law convey the Trust Estate to the Use of themselves and of Eight, Twelve, or more of the most honest and most substantial Inhabitants of the said several Townships or Hamlets for the Time being where the said Trustees then respectively inhabited, by an equal Number in every of the said Townships, if so many were in those Places respectively to be found, and to their Heirs and Assigns for ever, subject to the said Trusts; and by an Indenture of Feoffment dated the Twenty-third Day of *June* One thousand six hundred and eighty-two a Close of Pasture Land called the *Little Cobridge*, adjoining to the *Wall Field*, being betwixt the said *Wall Field* and *Great Cobridge*, also a Messuage, Cottage, or Tenement called *Cobridge Yate*, situate in *Rushton Grange* aforesaid, then in the Possession of *Robert Bucknell*, and all Appurtenances being in and belonging to the said *Little Cobridge*, and also all manner of Tithes, yearly or otherwise, happening in or out of the said Premises, were conveyed to *Randle Rode* and another, to hold the said Premises to the said *Randle Rode* and another, their Heirs and Assigns for ever; and by an Indenture dated the Twenty-third Day of *November* One thousand six hundred and eighty-two, and made between the said *Randle Rode* and another of the First Part, *John Proudlove* and *Thomas Ashton*, Churchwardens of the said Parish of *Sandbach*, of the Second Part, and *William Weld* and *Richard Lowndes* and others, of the Third Part, reciting to the same Effect as in the said Indenture bearing Date the Twenty-sixth Day of *June* One thousand six hundred and seventy-three, and that the said *William Weld* and *Richard Lowndes* had called in the several Sums of Money therein mentioned, and therewith, and with other Monies lately given by charitable Persons, and especially by Mrs. *Frances Leversage*, amounting in the whole to the Sum of Eighty Pounds,

Indenture,  
dated  
23d June  
1682.

Indenture,  
dated  
23d Nov.  
1682.

Suit in  
Chancery,  
July 1841.

Pounds, had laid the same out in the Purchase of the Hereditaments comprised in the said last-mentioned Deed of the Twenty-third Day of *June* One thousand six hundred and eighty-two, it was witnessed, that the said *Randle Rode* and others, in performance of the Trust reposed in them, granted, bargained, sold, enfeoffed, and confirmed unto the said *William Weld* and *Richard Lowndes* and others of the Third Part, their Heirs and Assigns for ever, the Premises mentioned and comprised in the said therein-before mentioned Conveyance of the Twenty-third Day of *June* One thousand six hundred and eighty-two, to hold to them, their Heirs and Assigns for ever, upon the same Trusts as were mentioned in the said Indenture bearing Date the said Twenty-sixth Day of *June* One thousand six hundred and seventy-three as to the Residue of the Rents therein mentioned: And whereas on or about the Seventh Day of *July* One thousand eight hundred and forty-one Sir *Thomas Wilde* Knight, Her Majesty's then Attorney General, filed his Information in the High Court of Chancery against the Reverend *John Armitstead*, *John Latham* (since deceased), *John Wilson* (since deceased), *John Somerfield*, *John Podmore*, *Stephen Stringer* (since deceased), *William Barrington*, *John Pedley*, and *Peter Buckley*, stating, amongst other things, the said several herein-before mentioned Indentures, and that the said Two Estates were afterwards united in One Conveyance and under One Set of Trustees, and that the last Appointment of Trustees was by Indentures bearing Date respectively the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and eighteen, whereby the said *Richard Lowndes Salmon*, *John Wilson*, *Thomas Browne*, and *John Sutton*, the then surviving Trustees, conveyed the said Trust Premises to the Use of themselves and of *John Ford*, *Thomas Twemlow*, *Richard Latham*, *Job Darlington*, *William Barrington*, *William Lowndes*, *John Latham*, *John Lowe*, *John Somerfield*, *John Podmore*, *James Pedley*, *Stephen Stringer*, *Charles Streeton*, and *John Manby Barrington*, all of the said Parish of *Sandbach*, and their Heirs and Assigns, upon the same Trusts, and that he had presented his Petition to the said Court praying that it might be referred to One of the Masters of the said Court to ascertain and state of what the Estates and Property of the said Charities consisted, and what was the annual Income thereof, and that he might be directed to settle and approve of some proper Scheme for the Management of the said Estates and Property, and for the Distribution and Application of the Income thereof, and that upon the said Petition coming on for hearing in *November* One thousand eight hundred and thirty-nine before the Right Honourable the Master of the Rolls his Lordship was pleased to order that it should be referred to the Master of the said Court in rotation to ascertain and state to the Court of what the Estates and Property of the said Charities consisted, and what was the annual Income thereof, and that the said Master should settle and approve of some proper Scheme for the Management of the said Estates and Property, and for the Distribution and Application of the Income thereof, and if it should appear to him that it would be necessary for the Purposes aforesaid, or beneficial to the said Charities, that Application should be made for an Act of Parliament for carrying the said Scheme or any Part thereof into effect, then that the said Master should state the Particulars of the same,

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with the particular Object thereof, and also stating that the said Inquiry was in part prosecuted before the Master, as directed by the said Order, but that it was disputed by some of the said Trustees whether the Court had Power to make the said Order upon Petition, and that Doubts existed whether such Order could be properly maintained, and praying that it might be referred to One of the Masters of the said Court to ascertain and state of what Estates and Property the said Charities consisted, and what was the annual Income thereof, and that it might be referred also to the said Master to settle some proper Scheme for the Administration and Management of the said Estates and Property, and for the Distribution and Application of the Income thereof, and if it should appear to him that it was necessary for the Purposes aforesaid, and for the Benefit of the said Charities, that any Application should be made to Parliament regarding the said Charities or the Property thereof, then that he might state the same and the particular Object thereof: And whereas the said Defendants to the said Information put in their Answer thereto, and which Answer was duly filed on or about the Twenty-eighth Day of *January* One thousand eight hundred and forty-two: And whereas by the Decree made on the hearing of the said Information by the Right Honourable the Master of the Rolls, bearing Date the Twenty-fourth Day of *April* One thousand eight hundred and forty-three, it was ordered, that it should be referred to the Master to whom the Matter of the *Sandbach* Charities stood referred to inquire and state to the Court of what the Estates and Property of the Charities in the Pleadings of the said Cause mentioned consisted, and what was the annual Income thereof; and it was ordered, that the said Master should settle and approve of some proper Scheme for the Administration and Management of the said Estates and Property, and for the Distribution and Application of the Income thereof; and, in settling such Scheme it was ordered, that the said Master should be at liberty to consider whether it was necessary for the Purpose of carrying such Scheme as he might approve of into effect that Application should be made to Parliament; and, if so, it was ordered, that the said Master should state specially the particular Object thereof; and it was ordered, that the said Defendants the Reverend *John Armitstead*, *John Somerfield*, and *John Podmore* should, on or before the Twenty-first Day of *July* then next, transfer into the Name and with the Privity of the Accountant General of the said Court, in trust in the said Cause, the Five thousand four hundred and fifty-one Pounds Three Shillings and Seven-pence Bank Three Pounds *per Centum* Annuities belonging to the said Charities, and admitted by their Answer to be standing in their Names in the Books of the Governor and Company of the Bank of *England*, and the said Accountant General was to declare the Trusts thereof accordingly, subject to the further Order of the said Court; and it was also ordered, that the Interest to accrue due on the said Bank Annuities when so transferred as aforesaid, and all the Accumulations of Interest, should be from Time to Time, as and when the same should amount to a competent Sum, laid out in the Purchase of like Bank Three Pounds *per Cent.* Annuities in the Name and with the Privity of the said Accountant General, in trust in the said Cause, and he was to declare the Trust thereof accordingly, subject to the further Order of the said

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Court;

Decree, dated  
24th April  
1843, order-  
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to Master.

Court; and by Consent of Her Majesty's then Attorney General it was ordered, that the said Defendants, out of the future Rents and Profits of the Charity Property, should be at liberty to apply the Sum of Three hundred Pounds *per Annum* for the several Townships in the said Parish of *Sandbach* in the County of *Chester*, for the several charitable Purposes in the Pleadings of the said Cause mentioned; and it was referred to the Taxing Master of the said Court in rotation to tax the Costs of Her Majesty's Attorney General and of the Defendants in the said Suit in the Manner therein mentioned; and it was ordered, that such Costs, when taxed, should be retained and paid by the said Defendants out of the Cash in their Hands on account of the Charities in the Pleadings of the said Cause mentioned, or out of any other Sum of Cash which they might have or thereafter might receive on account of the said Charities; and it was ordered, that the Residue of such Cash, after Payment of such Costs as aforesaid (the Amount thereof to be verified by Affidavit), should be paid into the Bank, with the Privity of the said Accountant General, to be there placed to the Credit of the said Cause; and it was ordered, that the same, when so paid into the Bank, should be laid out in the Purchase of Bank Three Pounds *per Centum* Annuities, in the Name and with the Privity of the said Accountant General, in trust in the said Cause, and he was to declare the Trust thereof accordingly, subject to the further Order of the said Court; and it was ordered, that the Interest which should accrue due on the said Bank Three Pounds *per Cent.* Annuities when so purchased, and all Accumulations of Interest, should be, from Time to Time as and when the same should amount to a competent Sum, laid out in the Purchase of like Bank Three Pounds *per Cent.* Annuities in the Name and with the Privity of the said Accountant General, in trust in the said Cause, and he was to declare the Trust thereof accordingly, subject to the further Order of the said Court; and for the Purposes aforesaid the said Accountant General was to draw on the Bank according to the Form prescribed by the Act of Parliament, and the General Rules and Orders of the said Court, in that Case made and provided; and for the better Discovery of the Matters aforesaid the Parties were to produce before the Master upon Oath all Deeds, Books, Papers, and Writings in their Custody or Power relating thereto, and were to be examined upon Interrogatories as the Master should direct; and his Lordship thereby reserved the Consideration of all further Directions, and of the subsequent Costs of the said Suit, until after the said Master should have made his Report, and any of the Parties were to be at liberty to apply to the Court as there should be occasion: And whereas in and by the Report of the said Master after mentioned he found, that by an Indenture bearing Date the Tenth Day of *December* One thousand seven hundred and eighteen, and made between *Thomas Welles* Clerk (in the Master's said Report by Mistake called *Helles*), Vicar of *Sandbach* aforesaid, and Son and Heir of *Francis Welles* (in the said Report also by Mistake called *Helles*) of *Sandbach* aforesaid, deceased, of the First Part, *Richard Lowndes* of *Little Hassall* aforesaid, Son and Heir of *Richard Lowndes* of *Little Hassall* aforesaid, deceased, of the Second Part, and *Thomas Stephens* Esquire, and certain other Persons therein named, of the Third Part, after reciting that the said *Francis Welles* did theretofore in his Lifetime design to  
give

Master's  
Report.

give a Piece of Land situate in *Sandbach* aforesaid for the Benefit of a School for the teaching of Twenty poor Boys of the said Parish, and that he did at his own Costs and Charges erect thereon a Building for a public School, and that for the better carrying on so good and useful a Design the several Persons therein-after named and described did give the several Sums of Money therein-after mentioned, (that is to say,) *William Steele* the Sum of Fifty Pounds, *Sir John Crewe* Knight; deceased, the Sum of Three Pounds, *Thomas Stephens* Esquire the Sum of Twenty Pounds, *Roger Wilbraham* Esquire, deceased, the Sum of Ten Pounds, *Hugh Noden* the Sum of Ten Pounds, *Barker* the Sum of Ten Pounds, *John Acton* Gentleman the Sum of Five Pounds, *Ralph Alsager* Gentleman the Sum of Five Pounds, *William Rode* the Sum of Six Pounds, *Richard Shaw* and *William Shaw* Yeoman the Sum of Five Pounds between them, *Roger Turner* the Sum of Three Pounds, *Daniel Poole* Gentleman the Sum of Five Pounds, *Thomas Swettenham* Gentleman the Sum of Five Pounds, *Robert Hulme* the Sum of Twenty Pounds, and *Thomas Moore* Gentleman, deceased, the Sum of Twenty Shillings a Year, issuing out of an Estate in *Arclid*, and *Richard Welles* deceased (in the said Report by Mistake called *Richard Helles*) the Sum of One hundred Pounds, all which said several Sums of Money, except the said yearly Rent-charge of Twenty Shillings, were designed to be laid out in the Purchase of Lands and Hereditaments, but in the meanwhile were placed out at Interest upon several Bonds in the Manner therein mentioned, and further reciting, that the said *Sir John Crewe*, by Indenture bearing Date the Twenty-second Day of *June* One thousand six hundred and seventy-seven, did convey unto *William Heyes*, then of *Sandbach* aforesaid, Clerk, Vicar of *Sandbach* aforesaid, *Charles Mainwaring* Gentleman, and certain other Persons therein named; and their Heirs, a Rent of Seventeen Shillings and Four-pence or thereabouts issuing out of certain Lands in *Slyth* (in the Master's said Report by Mistake called *Stych*) in the Parish of *Stoke-upon-Terne* in the County of *Salop*, to hold to them and their Heirs, in trust for the Benefit of the Schoolmaster of *Sandbach* for the Time being for ever, for the teaching of poor Children in *Sandbach* aforesaid, it was witnessed, that for the better settling of the said several Charities and the establishing of the said School, and providing a Succession of Trustees and Governors for the said School, he the said *Thomas Welles* granted, bargained, sold, released, enfeoffed, and confirmed unto the said *Thomas Stephens*, and to the said other Persons and their Heirs, all that the said new erected Schoolhouse situate in *Sandbach* aforesaid, and the Land whereon the same stood, as the same was then railed out from a Close of Land in *Sandbach* aforesaid commonly called *Lea's Croft*, then in the Possession of One *William Lea*, to hold the same, with the Appurtenances, unto the Use of them the said *Thomas Stephens* and the said other Persons, their Heirs and Assigns for ever, upon the Trusts therein-after mentioned; and the said *Francis Welles* (in the Master's said Report by Mistake called *Thomas Welles*), for the Considerations therein mentioned, transferred and assigned to *Samuel Watkis* and *William Rode*, being Two of the said Parties thereto, their Executors, Administrators, and Assigns, the said several Bonds, and all the Monies due or to grow due thereon, to hold the same unto the said *Samuel Watkis* and *William Rode*, their  
Executors,

Executors, Administrators, and Assigns, upon the Trusts and subject to the Provisions, Powers, Limitations, and Agreements therein-after expressed, limited, and declared; and the said Indenture further witnessed, that for the Purposes aforesaid the said *Richard Lowndes* assigned unto the said *Thomas Stephens* and the said other Persons and their Heirs all that the said yearly Rent of Seventeen Shillings and Four-pence issuing out of the said Premises in *Slyth* aforesaid, so as aforesaid granted and conveyed by the said *Sir John Crewe*, to hold the said yearly Rent, with the Appurtenances, to the only proper Use of the said *Thomas Stephens* and the said other Persons therein named, upon the Trusts and subject to the several Powers, Provisoos, Limitations, and Agreements therein-after expressed, limited, and declared; and it was thereby covenanted and agreed upon by and between all the said Parties to the said Indenture, that the said Schoolhouse and Lands thereto belonging were so conveyed to the Use of them the said Trustees, their Heirs and Assigns, upon trust that they the said Trustees, and the Heirs and Assigns of the Survivor of them, should from Time to Time for ever thereafter suffer the same Schoolhouse to be used and employed as a Schoolhouse for teaching poor Boys to read, and that *Thomas Hall*, therein named, should be First Schoolmaster of the said School; and that all the said Parties to the said Indenture, and their respective Heirs and Assigns, and also the Vicar of *Sandbach* for the Time being, should be esteemed and accounted the Governors of and for the said Free School; and, after providing for a Succession of Schoolmasters for the said School in manner therein mentioned, it was thereby declared and agreed, by and between all the said Parties thereto, that the Number of Scholars to be taught and instructed in the said School upon the Foundation and Provision already made for that Purpose should be Twenty poor Children Inhabitants of *Sandbach* aforesaid, who were to be taught and instructed in reading of *English* only, and to be taught the Lord's Prayer, Creed, Ten Commandments, and the Church Catechism, by Heart; and that the said Number of Scholars might always be kept up it was thereby declared and agreed that the said Scholars should be chosen, nominated, and appointed as and in manner therein mentioned; and as to, for, and concerning the said several Bonds therein and thereby assigned as aforesaid, and the Money thereupon due, and also the said Sum of One hundred Pounds left by the said *Richard Welles*, it was declared and agreed, that the same were so assigned and given upon trust that they the said Trustees, their Executors, Administrators, and Assigns, should, by and with the Consent and Approbation of the Majority of the Governors of the said School for the Time being present at a Quarterly Meeting of the said Governors, lay out the said Principal Sums of Seventy-three Pounds and Seventy Pounds, and also the said Sum of One hundred Pounds, so as aforesaid given by the said *Richard Welles*, in the Purchase of Messuages, Lands, Tenements, and Hereditaments of Inheritance in Fee Simple in the County of *Chester* or elsewhere, and settle and convey the same to the Use of all the said Governors of the said School for the Time being and their Heirs, in trust to permit and suffer the Schoolmaster of the said School for the Time being, and his Successors, Schoolmasters of the said School for ever, to receive the Rents, Issues, and Profits of the said Messuages, Lands, Tenements,



Tenements, and Hereditaments during the respective Times they should be Schoolmasters of the said School, subject nevertheless from Time to Time to the Charge of repairing the said Schoolhouse, and also to the Charge of what Writings should at any Time or Times thereafter be necessary relating to the said Charity Money; and in the meantime and until such Purchase should be made to keep the said Seventy-three Pounds and Seventy Pounds, and also the said Sum of One hundred Pounds, out at Interest upon such Securities as should be approved of by the said Governors of the said School for the Time being, and suffer the said Schoolmaster of the said School for the Time being to have, receive, and take the Interest thereof as the same became due, subject nevertheless to the Charge of repairing the said Schoolhouse, and also of what Writings should at any Time or Times thereafter be necessary relating to the said Charity Money; and as to the said yearly Rent so as aforesaid issuing out of the said Lands and Hereditaments in *Slyth* aforesaid, it was thereby declared, that the same was so conveyed, and the yearly Rent of Twenty Shillings so as aforesaid by the said *Thomas Moore* given, upon trust that they the said Trustees and their Heirs should from Time to Time and at all Times for ever thereafter permit and suffer the Schoolmaster of the said School for the Time being to have, receive, and take the said yearly Rents of Seventeen Shillings and Four-pence and Twenty Shillings to his and their own Use and Benefit during the respective Times they should be Schoolmasters of the said School; and it was further provided, that neither the said Indenture nor anything therein contained was or were intended in any way to hinder or abridge the Schoolmaster of the said Free School for the Time being from teaching or instructing any other Scholars whatsoever in the said School, either in *English, Latin, Greek*, or otherwise, or in taking any Salary or Gratuity for his or their so doing: And whereas the said *John Armitstead*, together with *Frances Dorothy Furnival* of the City of *Lichfield*, Spinster, *Francis Twemlow* of *Botley Court* in the County of *Stafford*, Esquire, *John Plant* and *James Skerratt*, both of *Sandbach* aforesaid, *Thomas Twemlow* of *Peats Wood* in the County of *Stafford*, and *John Latham* of *Bradwell Hall* in the said County of *Chester*, presented their Petition to his Lordship the Master of the Rolls, stating therein the said Indenture of the Tenth of *December* One thousand seven hundred and eighteen, and further stating, that there did not appear to have been any legal Appointment of Trustees since the Date of the Deed of One thousand seven hundred and eighteen, and that it would at the then Date be impossible to ascertain in whom the legal Estate was vested, that in the Book of Proceedings of the Governors it appeared that Resolutions passed appointing Trustees, and upon such Resolutions the Parties so appointed had from Time to Time acted, but without any Conveyance of the Property being made to them, and that at a Meeting of the then Governors of the said School on the Fifth Day of *October* One thousand eight hundred and twenty-four an Election of Governors of the said School took place, and that the following Persons from that Time became Governors thereof, (that is to say,) *Richard Lowndes Salmon* (the then Vicar of *Sandbach*), *Frances Dorothy Furnival*, *William Watkis*, *John Ford*, *John Wilson*, *Francis Twemlow*, *Thomas Broome*, *John Latham senior*, *George Ackers*, *Richard Latham*,

Petition to  
Master of the  
Rolls.

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*John Plant, James Skerratt, Richard Jackson, Thomas Twemlow, and John Latham junior*, and that of the above-named Parties the following had died, (that is to say,) *Richard Lowndes Salmon, William Watkis, Thomas Broome, Richard Jackson, Richard Latham, George Ackers, John Ford, John Latham senior, and John Wilson*, and that the Petitioners the said *Frances Dorothy Furnival, Francis Twemlow, John Plant, James Skerratt, Thomas Twemlow, and John Latham junior* were the Survivors of the said Governors so nominated on the Fifth Day of *October* One thousand eight hundred and twenty-four as aforesaid, and praying as thereby was prayed: And whereas by an Order made upon the said Petition by his Lordship the Master of the Rolls, and bearing Date the Fourth Day of *July* One thousand eight hundred and forty-six, it was ordered, that it should be referred to *Mr. Dowdeswell*, the Master of the said Court to whom the said Cause stood referred, to ascertain of what the Charity Property belonging to the Charity and School of which the said Petitioners were Governors, as in the said Petition mentioned, then consisted, and what was the then present Income thereof, and in whom the legal Estate in the said Premises was then vested; and it was ordered, that the said Master should also inquire and state to the Court whether it would be fit and proper and for the Benefit of the said Charity and School of which the said Petitioners were Governors as aforesaid, and whether it would be fit and proper and for the Benefit of the several Charities the Subject of the aforesaid Suit, that the Funds and Properties of the said several Charities respectively should be vested in One Set of Trustees, and be administered in connexion with and in aid of each other, and according to the Provisions of One Scheme; and, if so, then it was ordered, that the said Master, in settling the Scheme in the said Petition mentioned for the Management of the several Charities the Subject of the above Suit, should include therein Provisions for the Management of the aforesaid Charity of which the Petitioners were Governors as aforesaid, so that the Funds and Properties of the said several Charities might be administered and applied in connexion with and in aid of each other under One Scheme; and that after the said Master should have made his Report such Order should be made as should be just: And whereas the said Master to whom the said Reference was made, by his Report made in pursuance of the said Decree and Order, and bearing Date the Twenty-fourth Day of *June* One thousand eight hundred and forty-seven, certified that he had been attended by the Solicitors of all the Parties interested; and as to the Matters referred to him by the Order on the said Petition, he found, that *Charles Ward* late of *Bradwell* in the County of *Chester*, Esquire, left by his last Will and Testament the Interest of Two hundred Pounds to the said School of *Sandbach* for ever, which was paid by the Reverend *Thomas Welles A.M.*, late Vicar of *Sandbach*, and, with the Approbation of the Churchwardens and the Heads of the Parish, laid out in the Purchase of Lands lying in *Smallwood* in the Parish of *Astbury* in the said County of *Chester*, and that the said *Charles Ward* directed in his last Will that Three Boys should be named by *John Jervis* Esquire, of *Bradwell*, and his Heirs, to be taught and instructed by the Schoolmaster of the said School till they were fit for One of the Universities, and that they should be called "*Ward Scholars*," and that

Order, dated  
4th July  
1846.

Master's Report, dated  
24th June  
1847.

that the said Schoolmaster should furnish all the Three Boys with proper Books, and that in the Year One thousand seven hundred and fifty-three, several Sums of Money given in part to the School and in part to the Poor, amounting in all to Six hundred and twenty Pounds, were laid out in the Purchase of certain Lands therein-after mentioned, and also that by certain Indentures bearing Date respectively the Eighteenth and Nineteenth Days of *August* One thousand seven hundred and thirty-one certain Lands and Premises situate at *Smallwood* aforesaid, in the said Report mentioned, became vested in *Francis Welles* and another, and that it did not appear that there had been any Appointment of Trustees since the said Deed of One thousand seven hundred and eighteen, and that the legal Estate in the said Premises the Subject of the said Order was outstanding in the Heir at Law of *Francis Welles*, and that such Election of Governors as herein-before mentioned took place on the Fifth Day of *October* One thousand eight hundred and twenty-four; and he found, that the Reverend *Robert Batty* was the last Master of the School, and on his Decease, which took place in One thousand eight hundred and thirty-seven, the then Governors determined upon investing the Funds of the Charity so as to form a Fund for rebuilding the School-room, which was very old, and in a most dilapidated State; and the said Master found, that the Fund so accumulated amounted to Two hundred and seventy-two Pounds Fifteen Shillings and Three-pence; and the said Master found, that the whole of the Charity Property belonging to the said Charity and School of which the Petitioners were Governors consisted—

- |   |    |    |    |
|---|----|----|----|
| 1st. Of the Site of the Schoolhouse, now used as a Garden   | £  | s. | d. |
| 2d. Of the said Rent-charge of 17s. 4d. issuing out of certain Lands in <i>Slyth</i> (in the said Report by Mistake called <i>Stych</i> ), therein-before mentioned to have been granted by Sir <i>John Crewe</i> by the said Indenture dated the Twenty-second Day of <i>June</i> One thousand six hundred and seventy-seven |    |    |    |
| 3d. Of the said Estate situate at <i>Smallwood</i> containing Fifty-four Acres Two Roods and Fourteen Perches, in the Occupation of <i>Peter Timmis</i> and <i>Daniel Goodall</i> , at the yearly Rent of   | 80 | 0  | 0  |
| 4th. Of the said Sum of Two hundred and seventy-two Pounds Fifteen Shillings and Three-pence Cash, being the Accumulation of Rents received   |    |    |    |

and the said Master found, that the annual Income of the said Property was Eighty Pounds Seven Shillings and Four-pence, exclusive of the Interest on the Two hundred and seventy-two Pounds Fifteen Shillings and Three-pence; and the said Master found, that the legal Estate in the said Premises formerly the Site of the Schoolhouse was then outstanding and vested in the Representative of the last surviving Trustee named in the said Indenture of the Tenth Day of *December* One thousand seven hundred and eighteen, and that the legal Estate in the said Estate situate at *Smallwood* was then outstanding and vested in the Heir at Law of *Francis Welles*, who was the surviving Trustee named in the said Indentures of the Eighteenth and

and Nineteenth *August* One thousand seven hundred and thirty-one ; and the said Master stated, that it had been proposed on behalf of Her Majesty's Attorney General, and that a Scheme had been submitted to the said Master in the before-mentioned Suit, by which it was, amongst other things, proposed to establish and maintain out of the Revenues of the Charities in the Pleadings mentioned a general School for the Education of the Poor of the said Parish of *Sandbach*, that various Meetings of the said Parishioners had taken place for the Consideration of the said Scheme and Proposal of Her Majesty's Attorney General, and it was the general Opinion of the same Parish that the Establishment of such School would render any Effort to re-establish on an improved Footing the School of which the Petitioners were Governors as aforesaid impossible, and it was submitted that a Union of the School of which the Petitioners were Governors as aforesaid with the said School proposed to be established by the proposed Scheme of Her Majesty's Attorney General as aforesaid would be highly acceptable, and greatly for the Benefit of the Poor of the said Parish, and that by such an Union the Funds of the said School of which the Petitioners were Governors would be beneficially applied to the Purposes intended by the Founders thereof, and the Number of Objects largely and permanently increased, that it was desirable that the Charity School of which the Petitioners were Governors as aforesaid should be embraced in the Scheme directed by the said Decree in the said Cause, and should be subject to and under the Management of the same Trustees ; and the said Master found, that the then present Income of the said Charity amounted to the said Sum of Eighty Pounds Seven Shillings and Four-pence, such last-mentioned Sum being in the said Report so stated by Mistake instead of the Sum of Eighty Pounds Seventeen Shillings and Four-pence, as the same is correctly stated in the preceding Part of the said Report ; and the said Master found, that the legal Estate of the said Premises was outstanding and vested in the several Persons therein-before mentioned ; and the said Master was of opinion, that it would be fit and proper and for the Benefit of the said Charity and School of which the said Petitioners were Governors as aforesaid, and that it would be fit and proper and for the Benefit of the several Charities the Subject of the before-mentioned Suit, that the Funds and Properties of the said several Charities respectively should be vested in One Set of Trustees, and be administered in connexion with and in aid of each other, according to the Provisions of One Scheme ; and with regard to the Directions contained in the said Decree and therein-before recited, the said Master found, that the said Indentures of the Twenty-fifth Day of *June* One thousand six hundred and seventy-three, the Twenty-sixth Day of *June* One thousand six hundred and seventy-three, the Twenty-third Day of *June* One thousand six hundred and eighty-two, and the Twenty-third Day of *November* One thousand six hundred and eighty-two, were to the Purport and Effect in the said Master's said Report mentioned ; and the said Master found, that by an Indenture bearing Date the Twenty-third Day of *January* One thousand six hundred and ninety-five the said *William Weld* and *Richard Lowndes* and others, being the surviving Trustees, conveyed the Estate and Premises comprised  
in

in the said Indenture bearing Date the Twenty-sixth Day of *June* One thousand six hundred and seventy-three (in the said Report stated to bear Date the Twenty-second Day of the same Month of *June*) to the Use of themselves and the said *Richard Lowndes* the younger, and the same Sixteen others therein above mentioned, their Heirs and Assigns, on the said Trusts of the said Indenture of the Twenty-third of *November* One thousand six hundred and eighty-two; and he found, that no subsequent Renewal took place during the Lives of any of the Trustees last mentioned, and that the Two Estates were afterwards united in One Conveyance and under One Set of Trustees; and he found, that the last Appointment of Trustees was by Indentures bearing Date respectively the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and eighteen, whereby *Richard Lowndes Salmon, John Wilson, Thomas Browne, and John Sutton*, the then surviving Trustees, conveyed the said Trust Premises to the Use of themselves and of *John Ford, Thomas Twemlow, Richard Latham, Job Darlington, William Barrington, William Lowndes, John Latham, John Lowe, John Somerfield, John Podmore, James Pedley, Stephen Stringer, Charles Streaton, and John Manly Barrington*, all of the said Parish of *Sandbach*, their Heirs and Assigns, upon the same Trusts; and the said Master further found, that the said Estate situated at *Burslem* in the County of *Stafford* is distant Fourteen Miles from the Parish of *Sandbach*, and consisted of Sixty-one Acres Two Roods and Twenty-three Perches, and that in the Year One thousand eight hundred and fourteen the greatest Part was let for Terms of Twenty-one Years at an aggregate Rental of Two hundred and seventy-eight Pounds Sixteen Shillings and Six-pence, and that in the Spring of One thousand eight hundred and thirty-five these Leases having expired, the same Lands were re-let, principally for Terms of Seven and Nine Years, at Rents producing altogether Two hundred and twelve Pounds Eleven Shillings and Six-pence, and that a Part of the said Lands, consisting of a very narrow Slip, was let at Accommodation Prices to the Occupiers of several Houses, and that previous to One thousand eight hundred and fourteen no Mines had been opened on any of the said Property, but that a Power to dig for Coal was granted by Lease bearing Date the Twenty-sixth Day of *March* One thousand eight hundred and fourteen, for the Terms and upon the Conditions therein mentioned, and that the first Produce of the said Mines amounted to Four hundred and twenty-one Pounds Eight Shillings and Four-pence, and was on the Twenty-third Day of *May* One thousand eight hundred and fourteen invested in the Purchase of Seven hundred and eighty-eight Pounds Five Shillings and Seven-pence Three Pounds *per Centum* Consolidated Bank Annuities, and the Money subsequently received had always been invested in the Funds, with the Exception of the One thousand seven hundred Pounds invested on Mortgage of *Span Smithy and Lindley Lane* Turnpike Road in the Year One thousand eight hundred and twenty-six, for which the Trustees of that Trust paid Five Pounds *per Centum*, and that on the Twenty-fifth of *December* One thousand eight hundred and thirty-five the Amount of Mine Rent from the Commencement was Ten thousand two hundred and eighty-two Pounds Twelve Shillings and Eight-pence,

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and that there was added a Sum of Three hundred and twenty-four Pounds, being Money awarded by a Jury as Compensation for a new Road made in pursuance of an Act of Parliament across the Charity Estate, and a further Sum of Eighty Pounds Ten Shillings for Timber sold from off the said Lands; and the said Master found, that in the Year One thousand eight hundred and twenty-seven the surplus Proceeds of the *Burslem* Estate were called in by the Trustees, and invested in the Purchase of an Estate in the Neighbourhood of *Sandbach* next therein-after mentioned, and at the Time of this Purchase the Amount of the available Funds was as follows, (that is to say,)—

|   | £       | s. | d. |
|---|---------|----|----|
| One thousand nine hundred and sixty Pounds<br>Five Shillings and Ten-pence in the Three per<br>Centums produced                                   | 1,714   | 1  | 9  |
| Three thousand three hundred and fifty Pounds<br>seven Shillings and Ten-pence in the New<br>Four per Cents, late Navy Five per Cents<br>produced | 3,522   | 12 | 9  |
| One thousand seven hundred Pounds secured on<br>Mortgage of Turnpike Trust  | 1,700   | 0  | 0  |
|   | <hr/>   |    |    |
|   | £ 6,936 | 14 | 6  |
|   | <hr/>   |    |    |

but this Sum of Six thousand nine hundred and thirty-six Pounds Fourteen Shillings and Sixpence not being sufficient to complete the Purchase of the said Estate, the Cost of which was Seven thousand nine hundred and sixty Pounds, besides the Expenses attending the Conveyance, the subsequent Mine Rents were applied for the Purpose until early in the Year One thousand eight hundred and twenty-nine, when the whole of the said Purchase Money had been paid, that in consequence of the necessary Outlay for Repairs upon the Premises, and the Law Expenses, and the Payment of the said Balance of the Purchase Money, and Interest thereon, no further Investment took place of the surplus Rents and Profits of the Charity Estates until the Twenty-fourth Day of *November* One thousand eight hundred and thirty-one, when the Trustees laid out a Sum of Seven hundred and thirty-five Pounds and Sixpence in the Purchase of Eight hundred and seventy-eight Pounds Nineteen Shillings in the Three Pounds *per Centum* Consolidated Bank Annuities, and since then several other Investments were made in the same Funds, which in *January* One thousand eight hundred and thirty-six amounted to the Sum of Two thousand one hundred and thirty-five Pounds Seven Shillings and Nine-pence Stock; and the said Master found, that by Indentures of Lease and Release dated the Twenty-eighth and Twenty-ninth Days of *September* One thousand eight hundred and twenty-seven it was witnessed, that *Thomas Hand* and *Samuel Woolf*, therein described, in consideration of the Sum of Seven thousand nine hundred and sixty Pounds paid to them by the Parties thereto of the Third Part, did direct, limit, and appoint, that the Premises therein-after described, and situate at *Little Hassall*, should remain upon trust that the said Trustees should for ever thereafter dispose of the Rents, Issues, and Profits of the Premises as therein particularly

particularly expressed, (that is to say,) One Shilling and Three-pence weekly for Bread, Eleven Shillings for a Sermon, Fourteen Shillings and Four-pence to each of the Five Townships, so as an Account should be rendered to the Churchwardens and Parishioners of the said Parish of *Sandbach* yearly, and that the Residue should be disposed of to all the said Townships precisely on the like Trusts as the Trusts declared of the Residue of the Rents and Profits of the said Estates comprised in the said Indenture of the Twenty-sixth Day of *June* One thousand six hundred and seventy-three, and it was declared that the Rents, Issues, and Profits of the said Premises and Lands should be paid by the Tenants to the Churchwardens of the said Parish of *Sandbach*, who should forthwith pay over the same to the several Persons Parties thereto of the Third Part, or other the Trustees for the Time being, in order that the same might be disposed of in manner therein-before mentioned; and the said Master found, that the last-mentioned Estate contained altogether One hundred and thirty-nine Acres and Five Perches of Land, chiefly in Parcels, of which One hundred and thirty-two Acres and Twenty-three Perches were let from Year to Year at Two hundred Pounds a Year clear Rent, and Three Acres Two Roods and Thirty-four Perches were let from Year to Year, with a House, Blacksmith's Shop, and Out-buildings, at a Rent of Twenty-two Pounds a Year, and that the Remainder of the Estate of Three Acres and Thirty-one Perches was let from Year to Year at the Rent of Fourteen Pounds; and the said Master found, that by Indentures of Lease and Release dated respectively the Twenty-seventh and Twenty-eighth Days of *September* One thousand six hundred and eighty-three it was witnessed, that *Francis Leversage* granted, released, and confirmed to the Parties of the Second Part and their Heirs several Closes or Parcels of Land, Meadow or Pasture, situate at *Bechton* aforesaid, and called the *Great Stanway Fields*, the *Two Little Stanway Fields*, (in the said Master's said Report respectively by Mistake called *Hanway Fields*), and the *Boult Banks Meadow*, together with all the Tithes of Corn, Grain, and Hay yearly growing and arising of, in, upon, or out of the said Closes, to hold the same to them, their Heirs and Assigns, upon trust to receive the Rents, Issues, and Profits thereof, and pay and distribute the same as follows, that is to say, the yearly Sum of Twenty Shillings (in the same Report by Mistake stated as Twenty Pounds) to the Chapelwardens of the Chapelry of *Churchhulme* in the said County of *Chester* for the Time being, to be by them paid and distributed amongst the Poor of that Chapelry, also the yearly Sum of Twenty Shillings to the Chapelwardens of the Chapelry of *Goosetry* in the said County (in the said Report by Mistake stated as the said City of *Chester*) for the Time being, to be by them paid and distributed amongst the Poor of that Chapelry, and to pay the Residue of the Rents and Profits of the said Land and Premises to the Minister, Churchwardens, and Inhabitants of *Betchton*, *Sandbach*, *Bradwell*, *Arclid*, *Hassall* (*Hassall* being in the said Report by Mistake omitted), and *Wheelock*, or the greater Number of them for the Time being, to be by them employed and distributed to and amongst the poor, decrepit, and indigent People of the Parish of *Sandbach* inhabiting within the said respective Townships (in the said Report by Mistake called Parishes), equally and respectively in manner therein

therein mentioned, and that after several Mesne Conveyances of the said last-mentioned Trust Property the same was augmented in the following Manner, (that is to say,) by Indentures of Lease and Release dated the Twenty-sixth and Twenty-seventh Days of *September* One thousand seven hundred and eighty-eight, between the said *George Wilbraham* of the one Part, and *Thomas Podmore*, and the then surviving Trustees of this Charity, of the other Part, it was witnessed, that the said *George Wilbraham*, in consideration of the Sum of Sixty Pounds, conveyed to the said *Thomas Podmore* and the other Trustees, their Heirs and Assigns, the Close of Land and Premises therein-after described, situate in *Betchton* aforesaid, and known by the Name of *Bostock's Croft*, Part of a Farm there called *Stanway's Tenement*, (but in the said Master's Report by Mistake described as the Lands and Premises therein-after mentioned situate at *Haslington* in the County of *Chester*,) to hold to them the said *Thomas Podmore* and the said Trustees, their Heirs and Assigns for ever, upon trust to receive the Rents and Profits thereof, and pay them to the Minister, Churchwardens, and Inhabitants of *Betchton*, *Sandbach*, *Bradwell*, *Arclid*, *Hassall*, and *Wheelock*, or the greater Number of them, to be applied and distributed among the poor, decrepit, and indigent People of *Sandbach* aforesaid inhabiting within the said respective Townships, equally and respectively according to the Number and Indigency of them; and the said Master found, that in the Year One thousand seven hundred and ninety-seven the Trustees felled a Quantity of Timber on the Lands comprised in the said Indenture bearing Date the said Twenty-eighth Day of *September* One thousand six hundred and eighty-three, and sold the same by public Auction for the Sum of Four hundred and forty-nine Pounds Seven Shillings and Eleven-pence Halfpenny, which was reduced by Expenses to the Sum of Three hundred and seventy-nine Pounds Seventeen Shillings and One Penny, this Sum, with the further Sum of One hundred and twenty Pounds Two Shillings and Eleven-pence advanced by one *Richard Darlington* the younger, making together the Sum of Five hundred Pounds, they laid out in the Purchase of the Lands there-after mentioned; and the said Master found, that by Indentures of Lease and Release, dated the Twenty-sixth and Twenty-seventh Days of *March* One thousand seven hundred and ninety-eight, and made between *George Garnett* and the Reverend *William Garnett* his Trustee of the First Part, *Thomas Podmore* and the then other surviving Trustees of the Charity named in the Release of the Tenth Day of *November* One thousand seven hundred and sixty-two of the Second Part, and the said *Richard Darlington* the younger of the Third Part, reciting the Circumstances of the Sale of the Timber, and the borrowing of the Sum required to make up the Purchase Money, it was witnessed, that, in consideration of the Sum of Five hundred Pounds paid to the said *George Garnett* and of Ten Shillings to the said *William Garnett*, the said *William Garnett* bargained, sold, aliened, released, and confirmed to the said *Thomas Podmore* and the other Trustees, Parties thereto of the Second Part, their Heirs and Assigns for ever, the Lands therein mentioned, and which were Part of the Lands therein-after mentioned to be situate at *Haslington* in the said County of *Chester*, to hold to them the said *Thomas Podmore* and other Parties thereto of the Second Part, their Heirs and Assigns,  
to



to the only Use of them the said Parties, their Heirs and Assigns forever, upon the Trusts as therein-after declared, and the said Parties of the Second Part, for themselves, their Heirs and Assigns, thereby respectively declared that the Premises were conveyed to them upon trust that they, their Heirs and Assigns, should receive the Rents and Profits of the said Lands, and in the first instance to pay the same to the said *Richard Darlington* the younger, his Executors, Administrators, and Assigns, until the Sum advanced by him, and Interest, should be fully paid, and thereafter to pay and distribute the same Rents and Profits to the Minister, Churchwardens, and Inhabitants of *Betchton, Bradwell, Arclid, Hassall, and Wheelock*, or the greater Number of them for the Time being, to be by them distributed amongst the Poor of *Sandbach* aforesaid inhabiting the said respective Townships (such Rents and Profits being in the said Master's Report by Mistake stated to be payable to the Minister, Churchwardens, and Inhabitants of *Betchton* only, and to be distributed amongst the Poor of the said Parish of *Sandbach*); and the said Master found, that by Indentures of Lease and Release bearing Date the Fourteenth and Fifteenth Days of *September* One thousand eight hundred and eight, *Richard Darlington* the elder, *Henry Lowe*, and *Thomas Somerfield*, then the surviving Trustees, conveyed the whole of the said Trust Property, (that is to say,) the Lands originally given, and the Two subsequently purchased Estates, to the Use of themselves and of the said *Richard Lowndes Salmon* and others, all of *Sandbach* aforesaid, and their Heirs and Assigns, upon trust to receive the Rents and Profits thereof, and pay the Twenty Shillings and Twenty Shillings to the Two Chapelries of *Churchhulme* and *Goosestry* aforesaid, and the Residue to the Ministers, Churchwardens, and Inhabitants of *Betchton, Sandbach, Bradwell, Arclid, Hassall, and Wheelock*, or the greater Number of them for the Time being, to be distributed amongst the Poor of the said Parish of *Sandbach* inhabiting within the said respective Townships, in manner therein mentioned (the said Township of *Betchton* being in the Master's said Report by Mistake described as *Buckton*, and the said Five other Townships being by Mistake omitted therefrom); and the said Master found, that the First of those Estates, originally given by the said *Francis Lever-sage*, was situated at *Betchton*, a Township in the said Parish of *Sandbach*, and contained Twenty-one Acres One Rood and Twenty-eight Perches, including a Plantation of Three Acres One Rood and Eleven Perches, and was let at a clear Rent of Thirty-seven Pounds, and the said Estate contained in the said Indentures of the Twenty-sixth and Twenty-seventh Days of *September* One thousand seven hundred and eighty-eight and Twenty-seventh Day of *March* One thousand seven hundred and ninety-eight, situated at *Haslington*, and contained Eighteen Acres One Rood and Twenty-eight Perches of Mowing and Pasture Land, which was on Lease to Four Tenants at Rents amounting together to Thirty-eight Pounds Five Shillings; and the said Master found, that the Estates and Property of the Charities in the Pleadings of the said Cause mentioned then consisted of the several Particulars aforesaid, and that the annual Income thereof, exclusive of the Mines, was the Sum of Seven hundred and thirty-eight Pounds Thirteen Shillings and Sixpence; and a State

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of

of Facts and Proposal for a Scheme having been laid before him on behalf of Her Majesty's Attorney General, stating to the Effect therein-before and therein-after mentioned, and also stating, that in the Distribution of the Income the following Items were to be considered as fixed Charges given yearly in accordance with the Intention of the Donors, having been recognised in the several Deeds and Declarations of Trust, (that is to say,)

|   | £     | s. | d. |
|---|-------|----|----|
| To the Chapelries of <i>Churchhulme</i> and <i>Goosetry</i> One Pound each from <i>Leverage</i> Charity - - - | 2     | 0  | 0  |
| To Five Townships each Fourteen Shillings and Fourpence from ditto - - - - -                                  | 3     | 11 | 8  |
| To <i>Sandbach</i> Township under <i>Hewett's</i> Will - - -  | 0     | 5  | 0  |
| To the Clergyman of <i>Sandbach</i> for <i>Wheelock's</i> Sermon Clerk and Sexton for ditto - - -             | 0     | 11 | 0  |
|   | 0     | 1  | 6  |
| <i>Wheelock's</i> and <i>Pangle's</i> Gifts of Bread, at One Shilling and Three-pence per Week - - -          | 3     | 5  | 0  |
|   | <hr/> |    |    |
|   | £9    | 14 | 2  |
|   | <hr/> |    |    |

and the said Master found, that the said Sum of Two thousand one hundred and thirty-five Pounds Seven Shillings and Nine-pence Three Pounds *per Centum* Consols had been transferred to the Credit of the said Cause, and, together with other Sums of Stock purchased out of the Mine Rents, and invested in like Stock, amounted to the Sum of Six thousand six hundred and forty-three Pounds Fifteen Shillings and Eight-pence Bank Three *per Cent.* Annuities standing to the Credit of this Cause, and the Dividends of which amounted to One hundred and Ninety-nine Pounds Eleven Shillings *per Annum*, and that the average Mine Rent was Six hundred Pounds *per Annum*, making, together with the Rents and Profits of the other Property, an Income of One thousand three hundred and thirty-eight Pounds Thirteen Shillings and Sixpence, but the Mines were then unlet and unproductive; and the said Master further certified, that, on consideration of the said State of Facts, Scheme, and Proposal, and of the Evidence which had been produced and read before him in support thereof, he had settled and approved of the same; and that he was of opinion, that the Scheme therein-after stated, and which he had set forth by way of Second Schedule to that his Report, would be a fit and proper Scheme for the Administration and Management of the said Estates and Property, and for the Distribution and Application of the Income thereof, and for the Management and Distribution of the Income of the Charity in the said Order of the Fourth Day of *July* One thousand eight hundred and forty-six mentioned and referred to; and he was of opinion, that it would be necessary, for the Purpose of carrying such Scheme into effect, that Application should be made to Parliament for an Act for the Purpose of carrying into effect the said Scheme, but nevertheless providing that it should be lawful for the Court of Chancery to make such Orders respecting the said Charities the Subject of the said Suit and of the said Order, and to direct any new Scheme, or to alter and vary the Scheme so approved of as aforesaid, as to the said Court of Chancery should appear just, anything to be contained in the said Act notwithstanding:

standing : And whereas the said *John Armitstead, Frances Dorothy Furnival Spinster, Francis Twemlow, John Plant, James Skerratt, Thomas Twemlow, and John Latham*, did, on the Seventh Day of *July* One thousand eight hundred and forty-seven, prefer their Petition unto the Right Honourable the Master of the Rolls, setting forth as therein and herein-before set forth, and praying that the said Master's said Report bearing Date the Twenty-fourth Day of *June* One thousand eight hundred and forty-seven might stand absolutely confirmed, and that, so far as concerned the said Charity of which the said Petitioners were Trustees, the said Court would declare that the Scheme in the Second Schedule to the said Master's said Report set forth was a proper Scheme for the future Administration of the Charities in the said Report mentioned, including the said Charities of which the said Petitioners were such Trustees as aforesaid, and that it might be referred back to the said Master to appoint such Number of additional Trustees of the entire and amalgamated Charities as, together with the present Trustees, would make up the Number of Fifteen Trustees, according to the Provisions of the First Clause of the said Scheme, and that the said Master might be directed to settle and approve of the Draft of a proper Bill or Bills for an Act or Acts of Parliament for the Purpose of carrying the said Scheme in the said Master's said Report mentioned into effect, and that the said Master might be directed to settle and approve of a proper Conveyance for vesting the entire Charity Estates and Property in the Persons whom the said Master might appoint to be Trustees together with the present Trustees thereof, and that all proper Parties might be directed to join in such Conveyance as the said Master should direct, and that the said Master might be directed to issue Advertisements in the usual Way for the Representative or Representatives of the last surviving Trustee named in the Indenture of the Tenth Day of *December* One thousand seven hundred and eighteen, in his said Report mentioned, and for the Heir at Law or Representative or Representatives of *Francis Welles*, who was the last surviving Trustee named in the Indentures of the Eighteenth and Nineteenth Days of *August* One thousand seven hundred and thirty-one, to prove their Pedigree or Title before him, and in default thereof that then the said Master might appoint a proper Person or Persons to convey the legal Estate in the said Charity Estates and Properties in his said Report mentioned to be outstanding in such Representatives respectively to the present Trustees, and also to the Trustees to be appointed as therein mentioned, with the usual Directions, and that the said Master might be directed to approve of a proper Estate and Premises to be purchased for a proper Site on which proper Buildings might be erected within the Town and Parish of *Sandbach*, for the Purposes of a School and a Residence for the Schoolmaster thereof, and also of a proper Sum to be expended in such Purchase, and that the said Master might also be directed to approve of the Terms of any such Purchase, and also of a proper Plan or Scheme for the Conversion or Erection of any such Building, according to the Provisions of the Twenty-ninth Clause of the said Scheme, and also of a proper Sum to be expended in making such Conversion or new Erection, and that after such School, Premises, and Master's Residence as aforesaid,

Petition  
presented  
to Master of  
the Rolls,  
7th July  
1847.

said, should have been procured that the said Trustees, that is to say, the then present Trustees and the Persons to be appointed Trustees of the Charity as therein-before directed, might be directed to take the Steps mentioned in the Thirty-third Clause of the said Scheme for procuring a Head Master of the said School, and that the said Trustees might be directed to appoint a proper Person to be a Head Master of the said School, such Person to be first approved of by the Master to whom the said Cause stood referred, and that the said Master might be directed to approve of a proper Site and also of a proper Plan or Scheme for the Erection of Twenty Alms-houses, as provided by the Forty-third Clause of the said Scheme, and that it might be referred to the Taxing Master of the said Court to tax the Costs of all Parties in the Manner therein mentioned, and that such Costs, when so taxed, might be paid to the proper Parties out of the Monies and in the Manner in the said Petition mentioned: And whereas his Lordship the Master of the Rolls, by his Order made in the said Cause and Matter dated the Tenth Day of *July* One thousand eight hundred and forty-seven, ordered, that the said Scheme for the future Administration of the Charity in the Pleadings of the said Cause mentioned, contained in the Second Schedule to the Master's said Report dated the Twenty-fourth Day of *June* One thousand eight hundred and forty-seven, set forth, should be varied in the Particulars in the said Order mentioned, and with such Variations his Lordship was pleased to declare that the said Scheme was a proper Scheme for the future Administration of the Charities in the said Report mentioned; and it was ordered that it be referred back to the said Master to settle and approve of the Draft of a Bill for an Act of Parliament for the Purpose of carrying the Scheme in his said Report mentioned into effect; and it was ordered, that it be referred to the Taxing Master of the said Court to tax the Costs of all Parties in the Manner therein mentioned, and that such Costs, when so taxed, should be paid to the proper Parties out of the Monies and in manner therein mentioned; and it was ordered, that the Consideration of all further Directions, and of the subsequent Costs of the said Suit, be reserved until after the said Master should have made his Report, and any of the Parties were to be at liberty to apply to the Court as there should be occasion: And whereas the said Scheme approved of by the said Master, and so varied by the said Order of the Tenth Day of *July* One thousand eight hundred and forty-seven as aforesaid, is, except as to some verbal Inaccuracies therein which have been corrected, contained in the Schedule (A.) to this Act annexed: And whereas the Estates and Property of the said Consolidated Charities as set forth in the First Schedule annexed to the said Master's said Report of the Twenty-fourth Day of *June* One thousand eight hundred and forty-seven are contained in the Schedule (B.) to this Act annexed: And whereas the Estates and Property of the said Grammar School at *Sandbach* are contained in Schedule (C.) to this Act annexed: And whereas the said Master by his Report dated the Twenty-eighth Day of *March* One thousand eight hundred and forty-eight certified, that in pursuance of the said last-recited Order he had proceeded thereon, and a Draft of a Bill having been laid before him, he had settled and approved of the same, with the Alterations directed by the said

Order,

Order of  
Master of the  
Rolls, dated  
10th July  
1847.

Master's Re-  
port, dated  
28th March  
1848.

Order, and he was of opinion that such Bill, with such Alterations as aforesaid, was a proper Bill for an Act of Parliament for the Purpose of carrying the Scheme in his said Report mentioned into effect, and in testimony of such his Approbation he had signed his Allowance at the Foot of a Transcript of the said Bill: And whereas by an Order made in the said Cause and Matter, bearing Date the Eighteenth Day of *April* One thousand eight hundred and forty-eight, it was ordered, that the Master's said last-mentioned Report should be confirmed; and it was ordered, that it should be referred to the Master to appoint Fifteen proper Persons to be Trustees of the said Charities; and it was ordered, that the Names of such several Trustees, when so appointed, should be inserted in the said Draft Bill; and it was ordered, that Her Majesty's Attorney General should be at liberty to apply to Parliament for an Act in the Terms of the Draft Bill so approved of as aforesaid, in which Act the Names of the said Trustees should be inserted: And whereas the said Master by his Report dated the Twenty-third Day of *June* One thousand eight hundred and forty-eight certified, that he had appointed the Right Honourable *Hungerford Lord Crewe*, the Reverend *John Armitstead*, *George Wilbraham*, *Charles Ingram Ford*, *John Latham*, *George Holland Ackers*, *James Skerratt*, *John Somerfield*, *Ralph Percival*, *John Woolley*, *John Barrington*, *John Pedley*, *Thomas Holbrook*, *Harry Mainwaring*, and *Randle Wilbraham the younger*, to be Trustees of the Charities in the said last-recited Order mentioned: And whereas the several Objects and Purposes by the said Scheme proposed cannot be obtained without the Aid of Parliament: May it therefore please 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, That the several Pieces or Parcels of Land, Messuages or Tenements, Hereditaments and Premises, described and comprised in Schedules (B.) and (C.) to this Act annexed, and all other the Pieces or Parcels of Land, Messuages or Tenements, and Hereditaments, (if any,) which may now be vested in any Person or Persons in trust for the said consolidated Charities and the said Grammar School, or either of them, with all and every the Rights, Members, and Appurtenances thereunto respectively belonging, shall from and after the passing of this Act be and the same are hereby absolutely vested in the said Right Honourable *Hungerford Lord Crewe*, the Reverend *John Armitstead*, *George Wilbraham*, *Charles Ingram Ford*, *John Latham*, *George Holland Ackers*, *James Skerratt*, *John Summerfield*, *Ralph Percival*, *John Woolley*, *John Barrington*, *John Pedley*, *Thomas Holbrook*, *Harry Mainwaring*, and *Randle Wilbraham the younger*, their Heirs and Assigns, wholly and absolutely freed, exonerated, and discharged of and from the several before-mentioned charitable Uses and Trusts, and all other Uses, Trusts, and Purposes whatsoever, subject nevertheless to any Leases or Agreements for Leases which may have been granted or entered into by the Trustees for the Time being of the said consolidated Charities or of the said Grammar School, upon the Trusts and for the Ends, Intents, and Purposes herein-after expressed, declared, or referred to of or concerning the same.

Freehold Estates in Schedules (B.) and (C.) vested in new Trustees discharged from present Trust, but upon Trusts after declared.

The Residue of certain Monies in Three per Cent. Bank Annuities to be transferred to Trustees, freed from the present Uses and Trusts, but to be held upon the Trusts after declared.

II. And be it enacted, That the Residue of the said several Sums of Two hundred and seventy-three Pounds Fifteen Shillings and Three-pence and Six hundred and seventy-seven Pounds Five Shillings Cash, in the said Order of the Tenth Day of *July* One thousand eight hundred and forty-seven mentioned as then remaining in the Bank to the Credit of the said Cause, which shall remain after Payment of the Costs by the said Order ordered to be paid thereout, and also the Residue of the said Sum of Six thousand six hundred and forty-nine Pounds Fifteen Shillings and Eight-pence Bank Three Pounds *per Centum* Annuities, in the same Order mentioned as being then standing in the Name of the Accountant General of the said Court in trust in the said Cause, as shall remain after Payment of the Costs by the said Order ordered to be paid thereout in case the same should be necessary, and all other Sum and Sums of Money, Stocks, Funds, and Securities (if any) now vested in or held by any Person or Persons upon any Trust for the Benefit of the said consolidated Charities and the said Grammar School, or either of them, shall from and after the passing of this Act be and the same are hereby absolutely freed, exonerated, and discharged of and from the several charitable Uses and Trusts now affecting the same respectively, and all other Trusts and Purposes whatsoever, and the same several Sums, Stocks, Funds, and Securities, and the Dividends and Interest thereof respectively, shall be holden upon the Trusts and for the Ends, Intents, and Purposes herein-after expressed, declared, or referred to of or concerning the same.

Scheme for the future Appointment of Trustees, and the Management of the Trust Estates and Property, confirmed.

III. And be it enacted, That the Scheme contained in the Schedule (A.) to this Act annexed (being the Scheme contained in the Second Schedule to the said Master's said Report, as varied by the said Order of the Tenth Day of *July* One thousand eight hundred and forty-seven,) shall be and the same is hereby confirmed; and the future Trustees of the said consolidated Charities and School shall be qualified and appointed, and the Estates, Monies, Stocks, Funds, and Securities of the said consolidated Charities and School shall be administered and managed, in the Manner directed by and according to the said Scheme, and to the Rules and Regulations in the said Scheme contained, until the same Scheme, or the Rules and Regulations therein contained, shall at any Time hereafter be altered or amended, or any new Scheme, Rules, or Regulations for all or any of the Purposes aforesaid shall be made by the Court of Chancery under the Power for that Purpose herein-after given, and then according to such new or altered Scheme, Rules, and Regulations as shall be hereafter approved of by the Court of Chancery, and be directed or authorized in relation to all or any of the Matters aforesaid, anything in any of the said recited Indentures or Deeds, or in any other Indenture, Deed, or Will declaring or containing any Trust in favour of the said consolidated Charities and School, or either of them, or any Statute, Ordinance, or Usage, to the contrary thereof notwithstanding.

Court may vary Scheme from Time to Time.

IV. And be it enacted, That it shall be lawful for the said Court of Chancery, from Time to Time, upon a Petition or Petitions to be preferred in a summary Way, to amend, alter, or vary the Scheme in such Manner, and to make fresh Rules and Regulations, either in lieu of

of or in addition to the Rules and Regulations contained in the Scheme, as to the said Court shall seem fit; and the Scheme, when so amended, altered, or varied, and the Rules and Regulations, when so made, shall be considered as the Scheme, or, as the Case may be, as the Rules and Regulations, under which for the Time being the Charity shall be administered, anything in this Act contained to the contrary notwithstanding.

V. And be it enacted, That the several Freehold Pieces or Parcels of Land, Messuages, or Tenements, Hereditaments and Premises, and other the Estates belonging to the said consolidated Charities and School, or either of them, by this Act vested in the said Right Honourable *Hungerford Lord Crewe*, the Reverend *John Armitstead*, *George Wilbraham*, *Charles Ingram Ford*, *John Latham*, *George Holland Ackers*, *James Skerratt*, *John Summerfield*, *Ralph Percival*, *John Woolley*, *John Barrington*, *John Pedley*, *Thomas Holbrook*, *Harry Mainwaring*, and *Randle Wilbraham the younger*, and also the Residue of the said several Sums of Two hundred and seventy-three Pounds Fifteen Shillings and Three-pence and Six hundred and seventy-seven Pounds Five Shillings Cash, and Six thousand six hundred and forty-nine Pounds Fifteen Shillings and Eight-pence Bank Three Pounds *per Centum* Annuities, which shall remain after Payment of the Costs herein-before mentioned, and all other the Sum and Sums of Money, Stocks, Funds, and Securities belonging to the said consolidated Charities and School, or either of them, by this Act vested in the said Right Honourable *Hungerford Lord Crewe*, the Reverend *John Armitstead*, *George Wilbraham*, *Charles Ingram Ford*, *John Latham*, *George Holland Ackers*, *James Skerratt*, *John Summerfield*, *Ralph Percival*, *John Woolley*, *John Barrington*, *John Pedley*, *Thomas Holbrook*, *Harry Mainwaring*, and *Randle Wilbraham the younger*, shall from and after the passing of this Act be held by the said Right Honourable *Hungerford Lord Crewe*, the Reverend *John Armitstead*, *George Wilbraham*, *Charles Ingram Ford*, *John Latham*, *George Holland Ackers*, *James Skerratt*, *John Summerfield*, *Ralph Percival*, *John Woolley*, *John Barrington*, *John Pedley*, *Thomas Holbrook*, *Harry Mainwaring*, and *Randle Wilbraham the younger*, and other the Trustees for the Time being of the Charity, upon trust for the Charity, and for the Maintenance and Support thereof respectively, in conformity to the Objects and Purposes set forth in the said Scheme as contained in Schedule (A.) to this Act annexed, and upon trust to permit the said Charity Estates, Stocks, Funds, and Securities, and the Income thereof, to be administered and managed according to the said Scheme, and in case the said Scheme, or the Rules and Regulations therein contained, shall at any Time hereafter be altered or amended, or any new Scheme, Rules, or Regulations shall be made as to the Administration or Management of the said Charity Estates, Stocks, Funds, and Securities, or any Part thereof, under the Power for that Purpose in this Act contained, then according to such new or altered Scheme or Schemes, Rules and Regulations, as shall be hereafter approved of by the Court of Chancery, and be directed or authorized in relation to all or any of the Matters aforesaid, anything in any of the said recited Indentures or Deeds, or in any other Indenture or Deed, declaring or containing any Trust in favour

The Freehold Estates, &c. vested in the Trustees to be administered and managed according to the Scheme in Master's Report.

favour of the said consolidated Charities and School, any or either of them, or any Statute, Ordinance, or Usage, to the contrary thereof notwithstanding.

Trustees  
to purchase  
Sites for  
School and  
Almshouses.

VI. And be it enacted, That it shall be lawful for the Court of Chancery to authorize and direct the Trustees of the said Charities to purchase and hold in the Town or Parish of *Sandbach* aforesaid One or more Piece or Pieces of Ground, either with or without Buildings thereon, suitable as a Site or Sites for the Erection of the School and Almshouses by the Scheme directed to be established, and to authorize and direct such Piece or Pieces of Ground when so purchased to be conveyed unto or otherwise vested in the said Trustees, their Heirs and Assigns, upon trust for the Charity,

School to be  
governed ac-  
cording to  
the Rules  
set out in  
Scheme.

VII. And be it enacted, That the School by the Scheme directed to be established shall be governed and the Affairs thereof managed according to such Rules and Regulations for the Government thereof as the Trustees shall from Time to Time appoint, so far as the same shall not be repugnant to the said Scheme.

Power to  
grant Leases  
for Twenty-  
one Years.

VIII. And be it enacted, That it shall be lawful for the Trustees from Time to Time, at their Discretion, to demise or lease all and every or any of the Messuages or Tenements, Lands, and Hereditaments for the Time being belonging to the Charities, to any Person, for any Term or Number of Years not exceeding Twenty-one Years, so as every such Demise or Lease so to be made as aforesaid do commence and take effect in possession, and not in reversion, remainder, or expectancy, or by way of future Interest, and so as by every such Demise or Lease so to be made as aforesaid there be reserved and made payable, half-yearly or oftener during the Continuance of the same respectively, to be incident to and go along with the immediate Reversion or Remainder of the Hereditaments to be therein respectively comprised, the best and most improved yearly Rent that can be obtained or reasonably expected for the same, without taking any Fine or Premium, or anything in the Nature or lieu of a Fine or Premium, for or in respect of the making of such Demise or Lease, and so that in every such Lease there be contained a Covenant for the Payment of the Rent thereby reserved, and also a Covenant to repair and keep in good Condition during the Term of every such Lease the Hereditaments and Premises comprised therein, and also a Condition or Clause in the Nature of a Condition of Reentry for Nonpayment of such Rent by the Space of Twenty-one Days next after the same shall have become due, and all such other Covenants, Conditions, Provisions, and Restrictions as to the Trustees shall seem reasonable and proper, and so that the Lessee therein named do execute a Counterpart of such Lease, and be not by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste.

Trustees em-  
powered to  
grant Building  
and Repair-  
ing Leases.

IX. And be it enacted, That it shall be lawful for the Trustees, subject to the Approbation of the High Court of Chancery, to be obtained in a summary Way, as herein-after mentioned, from Time to Time to demise or lease all or any Part of the Estates and Property  
for



for the Time being belonging to the Charity, and either with or without any Buildings erected and standing thereon, for any Term or Number of Years exceeding Twenty-one Years, but to take effect in every Case in possession, or within Six Calendar Months next after the making thereof at the furthest, to any Person or Persons whomsoever who shall be willing to erect and build, or shall, in pursuance of any previous Agreement, have erected and built, any Houses, Manufactories, Mills, or other Works, Erections, or Buildings on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any Houses or Buildings on the said Land or Ground, or to erect and build any other Houses or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Paddocks, or Plantations for detached Villas, or for Gardens, Yards, or other Conveniences to the Buildings erected and built or to be erected and built on the said Estates or any Part thereof, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground in such Leases respectively to be comprised, and to convert, apply, and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Convenience, Use, or Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Part of the Land or Ground to be comprised in such Leases as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land or Ground which may be set out and allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell, and dispose of, in and upon or out of the Land or Ground to be comprised in their respective Leases, such Timber, Stone, Slate, Earth, Clay, Loam, Sand, or Gravel as it may be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Premises to be comprised in such Leases, and to manufacture the same into Bricks or Tiles or other Wares to be used in such new Buildings, Repairs, or Improvements of the said Land and Estate, or to be sold and disposed of, as may be agreed upon; and also with or without any other Liberties or Privileges which to the Trustees may seem reasonable, or which may be usual in Leases of a similar Description; so that in every such Lease there be reserved and made payable the best yearly Rent or Rents that, considering the Nature and Circumstances of the Case, and having regard to the general Benefit of the said Estates, can be reasonably

[Private.]

expected

expected for the same, such Rents to be made payable by half-yearly or quarterly Payments, but so that during a Time not exceeding the first Three Years of such Leases respectively the said Rents may, if the Trustees think proper, be of trifling or merely nominal Amount; and so that every such Lease be made without taking for or in respect of making the same any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, beyond and having regard to the Money to be expended by the Lessee or Lessees in building upon or improving the Premises, or which may be derived from the Sale or other Disposition of any Timber, Gravel, Sand, Brick Earth and Clay, and other Earth or Clay, or any Bricks or Tiles or other Wares which may be made therewith; and so that in every such Lease made with the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee and Lessees substantially to build and finish the Houses and other Buildings which may be agreed to be erected and built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Term to be specified for that Purpose, and to keep in repair during the Term the Houses and Buildings agreed to be rebuilt or repaired; and so that in every such Lease, whether for rebuilding or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Rates, Assessments, Charges, and Impositions whatsoever affecting the same Premises, except the Income or Property Tax, and also a Covenant for keeping the Houses and Buildings erected and built and to be erected and built or improved on the Premises insured from Loss or Damage by Fire to the Amount at least of Two Thirds of the Value thereof, in one of the public Offices for Insurance against Fire, and to lay out the Money to be received upon such Insurance, and all such further Sums of Money as shall be necessary, in rebuilding, repairing, or reinstating the Houses or Buildings which shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses and other Buildings erected and built and to be erected and built or repaired on the Premises comprised in such Lease on the Expiration or other sooner Determination of the Term to be thereby granted, and so that in every such Lease there be contained a Power for the Trustees for the Time being, and their Servants and Agents, to enter upon the Premises Twice in every Year during the Term, at reasonable Times in the Day, and inspect the Condition thereof, and also a Proviso or Condition for Re-entry on Non-payment of the Rent to be thereby reserved (whether the same be first demanded or not) for any Space not exceeding Twenty-one Days in case there shall not be a Distress found on the Premises sufficient to pay the Rent then due, and the Costs of such Distress, and also with a Proviso or Condition for Re-entry on Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his or their Executors, Administrators, or Assigns, as may be agreed upon between the said Lessors and Lessees; and

and all such other Covenants, Conditions, Provisoos, Agreements, and Restrictions, if any, as from the Nature of the Case may appear to be reasonable or proper; and so that the respective Lessees execute Counterparts of their respective Leases, and pay all Expenses of and incident to such Leases and the Counterparts thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized.

X. Provided always, and it is hereby enacted, That in any Lease which may be granted in pursuance of this Provision it shall be lawful for the Trustees granting such Lease, upon the Request of the Lessee, to enter into a Covenant with such Lessee, his Executor, Administrator, and Assigns, to grant separate Leases of all such Parcels as shall be built upon or improved according to the Covenants and Provisions in such Lease contained, when and as such Parcels shall be built upon or improved, under and subject to such Portions of the yearly Rent reserved in such Lease of the Entirety as shall bear the same Proportion to the gross Rent reserved on such Lease of the Entirety as the Parcel or Portion of Land to be demised by such separate Leases shall bear to the Quantity and Value of Land demised by such Lease of the Entirety; but in case (having regard to the Nature and Extent of the Lands and Premises to be demised, and the building and Improvements made thereon,) such proportional Rent would not be a fair or proper Amount to be reserved on such separate Lease or Leases, then and in such Case the Trustees granting such Lease may, with the Approbation of the said Court, enter into such Covenants for granting such separate Leases, upon such Terms, and subject to such Portion of the Rent reserved in such Lease, as shall be mutually agreed upon: Provided always, that in every Lease to be made by the Trustees in which shall be contained any Covenant for granting separate Leases there shall also be added and inserted a Covenant on the Part of the Lessee, his Executors, Administrators, or Assigns, to surrender such Lease of the Entirety, and to execute a new Lease of the Premises not comprised in the separate Lease or Leases, at a Rent abated by the Amount of Rent to be reserved on such separate Lease or Leases, if more than One such new Lease at such abated Rent, to be executed at the Time of the Execution of such separate Lease as aforesaid, and for facilitating the letting of any Portion of the Charity Estates which may for the Time being be applicable to Building Purposes.

Trustees empowered to enter into Covenants in such Leases for granting separate Leases of Parcels built upon at Rents proportioned to the Rent of the Entirety.

XI. And be it enacted, That it shall be lawful for the Trustees and they are hereby authorized and empowered, subject to the Approbation of the High Court of Chancery, to be obtained in a summary Way, from Time to Time to set out and appropriate any Part or Parts of the said Estates which are or may be eligible for Building Purposes as or for public Streets, Squares, Circuses, or Thoroughfares, and also public or private Ways, Avenues, Roads, Paths, or Passages for the more convenient Enjoyment thereof, and of the Buildings to be erected thereon, and to divide and set out in Lots such other Parts of the said Lands as they may think expedient as and for the Sites of Messuages and Dwelling Houses, Manufactories, and other Buildings, with

Trustees may lay out Part of Lands for Streets, &c., and divide other Portions into Building Lots.

with suitable or convenient Yards, Gardens, and Appurtenances to be attached thereto, and from Time to Time to alter or vary any such Appropriations or Allotments as aforesaid, and generally to plan, set out, and appropriate the said Estates or any Part thereof in such Way or Manner as the Trustees shall in their Judgment or Discretion think most beneficial for effecting such Leases, and also, if the Trustees shall think it expedient so to do, but not otherwise, to lay out and form the several Streets, Squares, Circuses, Ways, Avenues, Roads, Paths, and Passages so intended to be made, or any Portion thereof, and also, if the Trustees shall think it expedient so to do, but not otherwise, to fence and inclose and lay out and plant any Inclosure to be found in any of such Squares, Circuses, or Avenues, for the Use and Enjoyment of the Inhabitants of the Houses therein, and to fence and inclose all or any of the several Plots or Pieces of Ground allotted for Building Ground, so far as the said Plots or Pieces of Ground front to or adjoin any of the said intended Streets, Squares, Circuses, or Thoroughfares, but not otherwise, and also to sell and dispose of all Trees, Stone, Coal, Ironstone, Brick Earth, Clay, Loam, Sand, and Gravel, and other Matters and Things, which it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, or which may be advantageously sold or disposed of.

Mines to be  
excepted.

XII. Provided always, and be it enacted, That in every Lease to be made or granted under any of the Provisions of this Act other than and except Leases for the working of Mines there shall be contained an Exception of all Mines and Minerals in, upon, or under the Lands and Hereditaments to be thereby demised or granted, with full Power and Authority for the Trustees for the Time being, or other Persons entitled to the Rent reserved by any such Lease, to enter upon the Land thereby demised for the Purpose of winning and working any such Mines.

Power to  
enter into  
Contracts for  
Leases, and  
to apportion  
Rent on  
Leases being  
granted.

XIII. Provided also, and be it enacted, That it shall be lawful for the Trustees and they are hereby empowered, with the Approbation of the High Court of Chancery, to be obtained in a summary Way, to enter into any Contract in Writing for granting Building or Repairing Leases of all or any Part of the said Estates, with the Buildings (if any) which shall be standing thereon or on any Part thereof, pursuant to the Powers and subject to the Restrictions herein-before respectively contained, so far as the same shall be applicable; and to agree, as when and any Land or Buildings so agreed to be let, or any Part thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract, by Indenture to demise and lease the Ground and Buildings mentioned in such Contract, or any Part thereof, to the Person contracting to take the same, or his Heirs, Executors, Administrators, or Assigns, or to such other Person as he shall nominate in that Behalf, during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portion of the yearly Rent, to be specified in such Contract, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any such Lease shall bear a greater  
Proportion

Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Land or Buildings to be comprised in such Lease when fit for Habitation and Use; and (if the Trustees granting such Lease shall think the same expedient) to agree that the full Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract, of the Land or Ground thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of One Shilling, either before or after the full Rent specified in such Contract shall have been reserved in any Lease to be granted, at such Time and in such Manner as may be thought proper; or, if no given Quantity of Land or Ground for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease granted of a competent Part of the said Land or Ground thereby agreed to be demised the Residue thereof (if any) shall be demised by One or more than One Lease at the yearly Rent of One Shilling; and in case of Leases to be granted subject to the Rent of One Shilling, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the full yearly Rent agreed to be reserved in such Contract may be made to commence at such Period or Periods within or at the Expiration of Three Years from the Date of such Contract, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of Buildings stipulated to be erected thereon; and to agree that when and as any Lease shall be granted of any Part of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable in respect of such Part of the Hereditaments comprised in such Contract which shall not for the Time being be leased to the Payment only of such Portion of the Rent by such Contract agreed to be paid as may be thought proper, and shall in such Contract be provided for; and also to agree that the Person with whom such Contract may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing hereinbefore contained.

XIV. Provided also, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same or for Re-entry with respect to such Part of the Lands and Buildings therein comprised and agreed to be let as shall not have been actually leased in pursuance of such Contract, and shall not be built on, or repaired, laid out, formed, or improved, in the Manner in such Contract stipulated, and within a reasonable Time, to be

[*Private.*]

therein appointed, and also a Clause or Condition that the Person to whom such Lease ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Duplicate thereof, within a reasonable Time, to be appointed by such Contract, or that in default thereof such Contract as to the Lands and Buildings not actually leased by virtue of the same Contract shall be void; and every such Contract shall be binding, and shall be carried into effect by a Lease or Leases, to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Power to  
alter, release,  
or renew  
Contracts.

XV. Provided also, and be it enacted, That it shall be lawful for the Trustees, with such Approbation and to be so obtained as aforesaid, from Time to Time to enter into any new Contract or Agreement with any Person with whom any Contract for granting a Building or Repairing Lease shall have been entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract contained or to be contained, or to release the Person with whom any Contract shall have been entered into by virtue of this Act, and his Heirs, Executors, Administrators, or Assigns, from the Observance of all or any Part of his Contract, and (if thought expedient so to do) to enter into any new Covenants or Agreements in Writing with such Person, or his Executors, Administrators, or Assigns, in lieu of the Part of the same Contract which shall have been so released, or to accept or authorize a Surrender of all or any Part of the Hereditaments comprised in any such Contract; and that the Hereditaments so surrendered may be leased, or contracted or agreed to be leased, and afterwards leased, under the Powers of this Act, in the same Manner as if no Contract for leasing the same had been previously entered into or executed: Provided always, that the new Covenants or Agreements hereby authorized to be made and entered into shall be in conformity to the Powers and Provisions of this Act.

Leases valid,  
though vary-  
ing from  
Contracts.

XVI. Provided always, and be it enacted, That every Lease to be granted under the Authority of this Act shall be deemed and taken to be duly granted although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, provided the Approbation of the High Court of Chancery be obtained for the granting of such Lease.

Power of  
leasing Mines.

XVII. And be it enacted, That it shall be lawful for the Trustees, subject to the Approbation of the High Court of Chancery, to be obtained in a summary Way, from Time to Time to demise or lease all or any Mines or Minerals, opened or unopened, within, under, or upon any of the Lands or Tenements for the Time being belonging to the Charity, and also all or any Part of such Lands or Tenements which may be thought proper or expedient to be demised therewith, and all or any Part of such Lands or Tenements which it may be deemed expedient to demise for facilitating the working of other Minerals than those of the said Charities, or for the Purpose of Way-leaves, as herein-after mentioned, unto any Person or Persons, for any Term of Years, to take effect in possession, and not in reversion or  
by

by way of future Interest, together with full and free Liberty, Licence, Power, and Authority to search for, and win, work, take, use, and dispose of all such Minerals as shall be found in the Mines so to be demised, and to sink, make, and work Grooves, Pits, Shafts, Drifts, Adits, Tunnels, Levels, Cuts, Trenches, Sluices, Waygates, Watergates, and Watercourses, and to erect Furnaces, Fire and other Engines, Buildings, Mills, Whins, or Gins, and to use all other Ways and Means whatsoever, whether of present Use or future Invention, as well for the finding, discovering, winning, working, and getting of Minerals forth and out of the same Mines, or any adjoining or other Mines, as for the avoiding and carrying away Water, foul Air, or Stench from, forth, and out of the same Mines respectively; and also full and free Liberty of Outstroke and Instroke into or from any adjoining Mines; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground-room, Heap-room, and Pit-room for laying, placing, and manufacturing the Minerals, Earth, and Rubbish that shall from Time to Time be wrought, dug, gotten, or proceed from, forth, or out of the said Mines so to be demised as aforesaid, or any adjoining or other Mines, and also sufficient Ways, Paths, and Passages to and for the respective Lessees to be named in such Demises or Leases respectively, and their respective Executors, Administrators, and Assigns, and their Agents, Workmen, and Servants, from Time to Time during the Continuance of such Leases respectively, to take and carry away, with Horses, Carts, Wains, Waggon, and other Carriages, over or under any of the Lands for the Time being belonging to the Charity, all the Minerals which shall from Time to Time be wrought, won, or gotten in, from, forth, and out of the said Mines to be demised or leased as aforesaid, or any adjoining or other Mines; and also full and free Liberty, Licence, Power, and Authority to erect, build, and set up, in any convenient Place or Places near any of the said Mines so to be demised or leased, all such Houses, Hovels, Lodges, Sheds, or other Buildings as shall from Time to Time be needful or convenient for the standing, laying, and placing any Workmen, Horses, Gear, Utensils, or Materials to be employed or used in or about the working of the said Mines respectively, and to dig, get Stone, Peat, or Clay for erecting, building, or repairing such Houses and other Buildings, and to do whatsoever shall be needful or requisite in or about or for the winning, working, obtaining, getting, washing, cleansing, and smelting of Minerals from, forth, and out of the said Mines, and for the manufacturing, taking, and carrying away the same; and also to grant, demise, and lease, unto any Person or Persons whomsoever, for any Term or Number of Years, to take effect in possession, full and free Liberty of Way and Passage, with Horses, Waggon, Wain, Steam Engines, Carts, and Carriages, for the Conveyance of Minerals and other Commodities, and of constructing and making Railways, Sideways, Byeways, Batteries, Cuts, Inclined Planes, and all other Works and Buildings necessary or incident thereto, upon, along, over, and across or under the same Lands or any Part thereof respectively; so that upon any such Lease there be reserved and made payable during the Continuance of the said Term to be thereby granted the best or most improved yearly or other Rent, whether certain or contingent, either in Money, or in Tolls, Duties, Royalties, and Reservations, or partly

partly in Money and partly in Tolls, Duties, Royalties, and Reservations, that can at the Time of making such Lease, and considering the Nature and Circumstances of the Case, and the Responsibility of the proposed Tenant, be obtained or reasonably expected for or in respect of the same Mines and Minerals, Powers and Privileges respectively, either alone or together with any Lands to be comprised in such Lease as aforesaid, (as the Case may be,) without taking for and in respect of making the same any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, but so that such Rents as shall be reserved wholly or partly in Money for Minerals shall have reference to the Quantity of Minerals obtained, save and except that Part thereof may (if thought proper) be made payable as a certain Money Rent, as is customary in Mining Leases, so as to induce the Lessees to work the Mines leased; and so that in every such Lease there be contained on the Part of the Lessee a Covenant for the due and punctual Payment of the Rent to be thereby reserved, and of all Taxes, Charges, and Rates, Assessments, Compositions, and Impositions whatsoever, affecting the same Premises; and so that in every such Lease there shall be contained a Proviso or Condition of Re-entry and of making void and determining the same in case the Rents by such Lease to be reserved shall be behind and unpaid by any Period or Space to be therein limited, not exceeding Thirty Days after the Time to be appointed for Payment or Delivery thereof, such Rent having been lawfully demanded at or at any Time after the Expiration of the Period to be by such Lease limited for Payment thereof, and such other Clauses or Powers of Re-entry, or for the Determination of any such Lease and Covenants on the Part of the Lessee, for properly working the said Mines and Works, whenever the same shall be worked, and such other Covenants on the Part of the Lessee for working and managing the said Mines and Works, as may be mutually agreed upon between the Trustees and the Lessee respectively; and so that the Demise or Lease of all Lands or Grounds to be demised or leased with any Mines or Minerals, or to be given up or used for the Purpose of Wayleaves, Railways, Tramroads, Sideways, Byeways, Batteries, Cuts, Inclined Planes, or Watercourses, as aforesaid, shall cease with the Demise or Lease of the same Mines or Minerals; and so that the Lessee to whom any such Lease shall be made as aforesaid shall duly execute a Counterpart or Duplicate of such Lease; and that every or any such Lease may be made determinable by either Party at Times to be therein named, and shall and may contain such other Covenants, Clauses, Conditions, Stipulations, Provisoes, and Agreements as shall be mutually agreed upon between and by the Trustees and the Lessee, and shall not be inconsistent with or tend to defeat the Operation and Effect of all or any of the Covenants, Provisoes, Conditions, and Agreements herein-before directed to be inserted therein.

Receipt of  
the Trustees  
to be Evi-  
dence that  
Counterpart  
of Lease is  
executed in

XVIII. And be it enacted, That the Receipt of the Trustees by whom any such Lease as aforesaid for building or repairing or mining, or other Purposes, shall be executed, indorsed on such Lease, acknowledging that they have received such Counterpart or Duplicate thereof as is hereby required to be executed of such Lease, shall, in favour of the Lessee, and of all Persons claiming under him, be full  
and



and conclusive Evidence that such Counterpart or Duplicate was duly made and executed pursuant to the Provisions of this Act. pursuance of the Act.

XIX. And be it enacted, That it shall be lawful for the Trustees, with the Approbation of the High Court of Chancery, to be obtained in a summary Way, at any Time to accept or authorize a Surrender of all or any of the Hereditaments comprised in any Lease which may have been granted either before or after the passing of this Act, and upon any such Surrender to grant Leases, under the Powers and Authorities herein-before contained, of the Lands, Buildings, Mines, or other Hereditaments so to be surrendered, or any Part thereof, either alone or together with any other Part of the Buildings, Lands, and Grounds or Mines which are hereby authorized to be leased as aforesaid, making such Allowance or Remuneration by way of annual Charge upon the Premises so surrendered, to the Person surrendering the same, in regulating the Terms upon which Leases shall be granted to the Persons surrendering, or to any other Person, for the Value, if any, of the Estate or Interest which shall have been so surrendered, as the Trustees granting such Lease shall think reasonable, but so that no such Allowance or annual Charge shall continue for a longer Time or Period than the Time or Period at which the Estate or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time, and also that if Possession of the Hereditaments comprised in any Lease which may have been granted, either before or after the passing of this Act, or comprised in any Contract to be made or entered into pursuant to this Act, or any Part thereof, shall be resumed, or the same Hereditaments shall be entered into or recovered under or by virtue of any Condition of Re-entry in such Lease or Contract contained, or otherwise, then and in every such Case it shall be lawful for the said Trustees to grant Leases, or enter into Contracts for the granting of Leases, and afterwards to grant Leases of the same Hereditaments and Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Lease or Contract for Lease thereof had been previously granted. Power to accept Surrender of Leases, and to redemise the Premises so surrendered, and also Premises in Leases which may have been avoided for Re-entry.

XX. And be it enacted, That it shall be lawful for the Trustees, if they shall think fit so to do, to confirm any Lease to be granted by virtue of this Act, in any Case in which for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease shall be void or voidable, or to grant any Lease, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term granted or purported to be granted by such void or voidable Lease, and at and under the same yearly Rent or at a larger Rent than was reserved in such void or voidable Lease, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or new Lease. Leases void or voidable for Informality may be confirmed.

XXI. Provided also, and be it enacted, That no Lease or Contract to be made by virtue of the Provisions herein-before contained shall be void or invalid, or be defeasible or questionable, on the Ground Provisoes for Re-entry to be apportioned according to that

[Private.]

the Agree-  
ment of the  
Parties.

that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Parts of the Hereditaments leased or agreed to be leased where the Breach or Default in the Lessee's Covenant shall have been committed, or by any other Terms restricting the Right of Entry to a Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract; and that, notwithstanding the Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Buildings, Lands, or Tenements thereby leased or agreed to be leased, the Condition of Re-entry shall remain and be in full Force as to any Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract, and for this Purpose every such Condition shall be apportionable, and shall have Effect according to the Intentions of the Parties as expressed in any such Lease or Contract accordingly; and no Underlease or Underleases to be granted of all or any Part of the Ground to be comprised in any Lease or Contract to be made by virtue of the Provisions herein-before contained shall be liable to Forfeiture, or to the Operation of the Provision or Condition of Re-entry for Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease, by reason of the Breach or Nonperformance of any of such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in any such Underlease or some Part thereof; and moreover, that the Breach or Nonperformance of any of the said Covenants, Provisoes, or Conditions with reference to the Premises comprised in any such Underlease shall not work a Forfeiture of the original Lease thereof as respects any other Premises therein comprised, and not included in such Underlease; and that the Proviso of Re-entry to be contained in such original Lease for Nonperformance of any of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessee shall accordingly be and be construed and be held to be apportionable so and in such Manner as that the same shall have a distinct or separate or exclusive Operation with respect to the Premises to be comprised in each such Underlease as aforesaid, in such and the same Manner as if instead of each original Lease comprising more than the Premises included in each such Underlease as aforesaid there had been an original separate Lease of the Premises respectively comprised in each such distinct Underlease as aforesaid.

Trustees may  
take Security  
from Lessees  
for the Per-  
formance of  
their Con-  
tracts.

XXII. And be it enacted, That it shall be lawful for the Trustees and they are hereby empowered, if they shall think fit so to do, to take such Security as they shall think reasonable from the Lessees of any Lands on which any Streets, Squares, Circuses, and Thoroughfares, and the Sites of Houses, Manufactories, and Buildings are intended to be laid out or erected, for the Performance by such Lessees of the Works, Matters, and Things agreed to be done by them in reference to such Lands, or to the Streets, Squares, Circuses, Tho-  
roughfares,

roughfares, Houses, Manufactories, and Buildings to be laid out, erected, and built thereon.

XXIII. And be it enacted, That if the Trustees shall at any Time think it expedient that any Messuages or Buildings belonging to the Charity should be taken down, and either wholly or partially rebuilt, then and in every such Case, and so often as the same shall happen, it shall be lawful for the Trustees, with the Sanction of the Court of Chancery, to take down the whole or any Part of such Messuages or Buildings, and on the Site thereof to erect and build such other Messuages or Buildings as the Trustees shall think expedient and more beneficial to the Charity.

Trustees may take down and rebuild Houses.

XXIV. And be it enacted, That for the Purpose of better enabling the Trustees to carry the Powers and Provisions of this Act into execution it shall be lawful for them, with the Sanction of the Court of Chancery, to enter into, make, do, and execute all such Contracts, Acts, Deeds, and Assurances as shall reasonably be required or thought proper, and to agree to any Variation in the Terms of any such Contract or Contracts, either as to Price or in any other respect, and to bring, institute, prosecute, abandon, defend, or submit to any Action, Suit, or Proceeding at Law or in Equity for compelling a specific Performance thereof, either as originally entered into, or as varied and according to Circumstances, or any Action at Law for Damages in respect thereof, or to abandon or rescind any such original or varied Contract or Contracts, and release the other Party or Parties therefrom, and at any Time or Times thereafter to proceed with all their original Powers, without being answerable for any Loss or Damage which shall be occasioned by any such Acts as aforesaid.

Trustees may enter into Contracts for Works.

XXV. Provided always, and be it enacted, That all Appointments, Contracts, Agreements, Releases, Conveyances, Assurances, and other Instruments to be made or entered into by the Trustees under the Powers of this Act may be made, signed, and executed by Three or more of such Trustees; and any Appointment, Contract, Agreement, Release, Conveyance, Assurance, and other Instrument which shall be made, signed, or executed by Three at least of the Trustees shall be as effectual as if the same had been made, signed, and executed by the whole of the Trustees for the Time being.

Contracts and Agreements may be executed by Three Trustees.

XXVI. And be it enacted, That it shall be lawful for the Trustees from Time to Time, with the Sanction of the Court of Chancery, to be obtained in a summary Way, to lay out and invest the surplus Rents and Profits of the Charity Estates, and the Proceeds arising from the Sale of the Stocks, Funds, or Securities upon which such surplus Income shall from Time to Time have been invested, and other the surplus Income of the Charity, when and as the same shall amount to a competent Sum, and when and as an Opportunity for an eligible Purchase shall occur, in the Purchase of Lands within the Parish of *Sandbach* or the Neighbourhood thereof; and from Time to Time, when and as often as any such Purchase shall be made as aforesaid, the Lands so to be purchased shall be conveyed unto or otherwise vested in the Trustees for the Time being, upon trust

Trustees may lay out Mine Rents and Surplus of annual Income in the Purchase of Land.

for

for the Benefit of the said Charity, to be applied according to the Provisions of the said Scheme, or as the Court of Chancery may from Time to Time direct.

Court of Chancery to make Orders in a summary Way as to Matters directed by this Act.

Trustees to be at liberty to lay a State of Facts before the Master, without any previous Order of Reference.

XXVII. And be it enacted, That in all Cases in which the Trustees are respectively authorized to do any Act under the Direction or with the Sanction or Approbation of the Court of Chancery, and in all other Cases in which the Direction, Approbation, or Sanction of the said Court shall be necessary, under the Provisions of this Act, or of the Scheme hereby confirmed, such Direction, Approbation, or Sanction shall be made and given respectively by Order of the said Court, made in a summary Way, upon Petition, and it shall also be lawful for the Court of Chancery in like Manner from Time to Time to make such Order or Orders touching the Premises as the said Court shall think fit: Provided always, nevertheless, that in all Cases in which the said Trustees, under the Provisions herein contained, are authorized, with the Sanction of the Court of Chancery, to grant or enter into a Contract for any Lease of the Charity Property, or to alter, release, or renew any Contract, or to accept the Surrender of any Lease, and to redemise the Premises so surrendered, and also Premises in Leases which have been avoided and the Possession recovered under any Power of Re-entry, or to lay out any Part of the Charity Lands for Streets, and to divide other Portions into Building Lots, or to take down and rebuild Houses, or to enter into any Contract for Works, or to lay out any Surplus of the annual Income of the Charity in the Purchase of Land, the said Trustees shall be at liberty, without any previous Order of Reference from the Court, to lay a State of Facts and Proposal before the Master to whom the said Cause shall stand referred, as to such proposed Lease or Contract for Lease, or as to the Alteration, Release, or Renewal of any Contract, or as to the Acceptance of the Surrender of any Lease, and the Redemise of the Premises so surrendered, and also the Premises in Leases which had been avoided and the Possession recovered under any Power of Re-entry; or as to laying out any Part of the Charity Lands for Streets, or dividing other Portions into Building Lots, or as to taking down and rebuilding Houses, or as to entering into any Contract for Works, or as to laying out any Surplus of the annual Income of the Charity in the Purchase of Land; and the said Master shall consider, investigate, and report thereon to the Court in like Manner as if the Matter had been referred to him by the Court for the Purpose, and the said Court shall on such Report make such Order thereon as to the said Court may seem meet and the Nature of the Case may require.

Expenses of Trustees in carrying this Act into execution to be paid out of Monies belonging to the Charity.

XXVIII. And be it enacted, That the Costs, Charges, and Expenses to be incurred by the Trustees in carrying into execution any of the Powers and Authorities vested in them by this Act, and not required to be exercised under the Direction or with the Approbation of the Court of Chancery, shall and may be paid and discharged out of any Stocks, Funds, Securities, or Monies belonging to the Charity which they shall think fit and proper to be applied in Payment thereof.

XXIX. And

XXIX. Provided also, and be it enacted, That the Trustees shall be charged and chargeable for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the others or other of them, or for involuntary Losses; and also that it shall be lawful for them and every of them, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act, to retain and reimburse themselves respectively, and also to allow to their respective Co-trustee or Co-trustees, all Costs, Charges, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto in or about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

For the In-  
demnity of  
the Trustees.

XXX. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Interpreta-  
tion of Act.

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular:

Words importing the Masculine Gender only shall include Females:

The Expression "the Trustees" shall mean the Trustees for the Time being of the Charity:

The Expression "the Charity" shall mean the consolidated Charities of the Town of *Sandbach* and the School of the said Town as united and administered under the Authority of this Act:

The Word "School" shall mean the School to be established in pursuance of the Twenty-eighth Clause of the Scheme:

The Expression "the Scheme" shall mean the Scheme for the future Administration of the Charity as contained in Schedule (A.) to this Act annexed:

The Word "Land" shall extend to and comprise Messuages, Lands, Tenements, or Hereditaments of any Tenure:

The Word "Mines" shall include Delphs, Quarries, Beds, Loads, Veins, and Seams of Coal, Cannel, Culm, Copper Ore, Lead Ore, Firestone, Flags, Tiles, Slates, Marble, Limestone and other Stone, Fireclay and other Clay, Brick Earth, Gravel, Peat, Manganese, Pyrites of Metals, and of all other Metals, Minerals, and Substances whatsoever:

The Word "Minerals" shall include Coal, Culm, Copper Ore, Lead Ore, Iron Ore, Ironstone, Firestone, Flags, Tiles, Slates, Marble, Limestone and other Stone, Fireclay and other Clay, Brick Earth, Gravel, Peat, Manganese, Pyrites of Metals, and all other Metals and Minerals and Substances whatsoever:

The Word "Rent" shall include Tolls, Duties, Royalties, and Reservations of every Kind reserved or made payable in or by any Lease, Agreement, or Contract.

General  
Saving.

XXXI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, and their Heirs, Executors, Administrators, Successors, and Assigns, (other than and except all Persons and Corporations whomsoever to whom any Estate, Right, Title, Term, or Interest whatsoever of, in, to, upon, out of, from, or concerning the Estates and Premises, Monies, Stocks, Funds, and Securities comprised, mentioned, or referred to in Schedules (B.) and (C.) to this Act annexed, or by this Act directed to be held in trust for the Maintenance and Support of the Charity, or any of them, or any Part or Parts thereof respectively, or any of the Rents, Dividends, Interests, and Profits thereof respectively, or any Benefit whatever from the said Charity Estates or Property, shall have been limited, devised, or bequeathed, or shall have descended or devolved, or shall descend or devolve, under or by virtue of any of the Deeds or other Instruments in this Act recited or mentioned, or any other Deeds, Wills, or Instruments whatsoever, so far as they declare or contain any Trust in favour of the Charity,) all such Estate, Right, Title, Interest, Property, Benefit, Claim, and Demand whatsoever of in, to, or out of the said several Estates and Premises, Monies, Stocks, Funds, and Securities, comprised, mentioned, or referred to in Schedules (B.) and (C.) to this Act annexed, or any of them, or by this Act directed to be held in trust for the Maintenance and Support of the Charity, or any of them, or any Part or Parts thereof respectively, or any of the Rents, Dividends, Interests, or Profits thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

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

XXXII. And be it enacted, That this Act 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 SCHEDULES to which the foregoing Act refers.

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SCHEDULE (A.)

*Scheme.*

1. That Fifteen Trustees shall be appointed of the said Charities and of the Property thereof, and such Trustees in the first instance shall be appointed by the Master to whom this Cause stands referred, and as often as any Vacancy shall occur in the Number of Trustees by Death or otherwise the remaining Trustees for the Time being shall call together a Special Meeting for the Purpose of electing a fit and proper Person to supply any such Vacancy, and shall at such Meeting or some Adjournment thereof elect and choose from amongst the Parishioners of the Parish of Sandbach residing within the said Parish, or within Fifteen Miles of the Boundaries thereof, a fit and responsible Person, possessed of Real Property of not less than the yearly Value of Thirty Pounds above all Reprizes, or of a clear yearly Income of Two hundred Pounds, to be a Trustee in the Place of the Person who shall have died or ceased to continue or remain as a Trustee.

2. That each Person elected to be a Trustee as aforesaid shall previously to acting in the Trust sign a Memorandum expressing his Willingness to act as a Trustee, and perform the Duties of Trustee, according to the Rules hereby laid down, and shall also sign a Declaration that he is possessed of Real Property of not less than the clear yearly Value of Thirty Pounds above all Reprizes, or that he is possessed of a clear yearly Income of Two hundred Pounds after Payment of all his Debts, and such Persons, on signing such Memorandum and Declaration, shall be at liberty to act as Trustees of the said Charity, although no Conveyance shall have been made to them of the Charity Property: Provided always, that in case any Person so nominated shall make default herein for the Space of Fourteen Days after such Nomination his Election shall become void, and some other Person shall in the Manner and subject to the Regulations herein set forth be elected as a Trustee in his Place.

3. That no new Conveyance shall be made of the Charity Property until the Number of Trustees in whom the same shall be vested shall be reduced to Five; and when and so often as such Case shall happen, and the new Trustee or Trustees appointed as herein-before provided shall have subscribed such Memorandum and made such Declaration as aforesaid, the Clerk to the Trustees shall prepare or cause to be prepared a proper Conveyance to vest the Houses, Lands, Tenements, and Buildings, and other Hereditaments and Property belonging to the Charity, in such newly elected Trustees, jointly with the surviving and continuing Trustees in whom the legal Estate shall have become vested, and such surviving and continuing

Trustees

Trustees shall accordingly thereupon convey and assure the same, by lawful and proper Means, unto the Trustees elected subsequently to the preceding Conveyance, jointly with themselves.

4. That the Trustees shall be at liberty to let and set the Estates and Premises of the said respective Charities in such Parts and Manner as they shall consider most for the Benefit of the Charities, provided that they shall always let the same for the best Rents that can reasonably be obtained, without taking any Premium or Fine, and that no Lease shall be granted for a longer Period than Twenty-one Years, without the Sanction of the Court of Chancery having been first obtained for that Purpose; and the Trustees shall be at liberty to employ a Surveyor, as they shall deem necessary, and to make such Repairs and Improvements as shall be proper, and shall be at liberty to pay and defray all such Expenses out of the Rents and Profits of the Charity Property received by them, subject to their accounting in the Manner hereafter mentioned, and provided also that the Sums laid out in Repairs or Improvements in any One Year shall not exceed the Sum of Five hundred Pounds, without the Sanction of the Court of Chancery; and for the Purpose of obtaining such Sanction the Trustees shall be at liberty from Time to Time to lay Proposals before One of the Masters of the Court as to such Repairs and Improvements, and upon the Confirmation of the Master's Report, approving of the same by the Court, the said Trustees shall be at liberty to pay and provide for the Expenses out of the Rents and Profits of the Charity Property, or as the Court, on Confirmation of such Report, shall direct; and the Trustees, after providing thereout for the Payments and Expenses aforesaid, shall dispose of the Surplus of the Rents, Revenues, and Profits of the said Charities according to the Provisions of this Scheme as hereafter specified.

5. That when any Part of the Property of the said Charities shall be capable of Improvement, by the Erection of new Buildings thereon, or otherwise by an Outlay of Money, and which Improvement, if made, would be permanent, and any Person or Persons of Competency shall be found willing, and shall offer by a Proposal in Writing, to make and erect such new Building or Buildings, or make such Improvement, upon having a Lease or Leases granted to him or them for a longer Term of Years than Twenty-one, and to expend a Sum amounting in the whole to not less than Five hundred Pounds in making such Improvements, the Trustees may, if they think fit, sign a Memorandum or Agreement, and shall obtain from such Person or Persons a Memorandum or Agreement signed by him or them, specifying the Terms and Conditions upon which it is proposed that such intended Lease or Leases shall be granted, but such Agreement on the Part of the said Trustees shall be and be expressed to be subject to the Approbation of One of the Masters of the Court of Chancery, and every such Memorandum or Agreement shall contain a Proviso that the Costs of the Application, to the said Master, and of obtaining the Confirmation of his Report by the Court, shall be borne in equal Proportions by the Person or Persons making the Proposal and by the said Trustees; and the Trustees shall thereupon be at liberty to lay Proposals, as to every such Memorandum or Agreement, before One of the Masters of the Court of Chancery, to ascertain



ascertain whether it will be for the Benefit of the Charity that such Memorandum or Agreement should be carried into effect; and if such Master shall certify in the Affirmative, that the Trustees shall, upon such Report being confirmed by the Court, and such Outlay and Improvements made, be at liberty to execute such Lease or Leases, according to the Terms of such Memorandum or Agreement; but if such Master shall certify otherwise, then such Memorandum or Agreement shall be of no Force or Effect.

6. That every Lease shall be granted reserving the Payment of the best improved Rent that can be obtained for the same, without Fine or Foregift, and shall contain all proper Covenants for the due Payment of the Rents and for keeping in repair the Houses and Buildings then or which at any Time thereafter may be erected on the Land thereby demised, and every such Lease shall contain all requisite Powers of Re-entry in case of Nonpayment of Rent or Nonperformance of the Covenants therein contained, and every Lessee shall execute a Counterpart of the Lease granted to him.

7. That the Trustees shall hold not less than Four General Meetings in each Year for transacting the Business of the Charity, which shall be held in the Town Hall of the Parish of Sandbach, or in such other Place as the Trustees shall think fit to appoint; and such Meetings shall be held on the Days following in each Year, that is to say, the Third Monday in January, April, July, and October, unless the said Trustees shall in each Year appoint some other Days and Periods for the holding thereof; provided, however, that such substituted Days of Meeting shall be within Ten Days sooner or later than the Days in this Clause respectively mentioned.

8. That at every General and Special Meeting for the Purposes of this Charity any Five of the Trustees shall form a Quorum; and previously to proceeding on the Business of any Meeting the said Trustees shall elect a Chairman from amongst the Trustees present thereat, who, in case of an Equality of Votes on any Question raised at such Meeting concerning any Matter, Act, or Proceeding to be done or performed of or concerning the Charity, or the Property thereof, shall have a double or casting Vote; and the Acts and Proceedings of a Majority of the Trustees at any Meeting, properly met, and having not less than Five Trustees present thereat, shall be binding on the whole of the Trustees; but the Trustees, or the Majority of them, present at any subsequent Meeting duly held and constituted as aforesaid, shall have Power from Time to Time to alter, vary, or rescind any Resolution or Direction which may have been come to or given at any previous Meeting.

9. That if at any Meeting there shall not after the Space of One Hour from the Time appointed for holding the same be a sufficient Number of Trustees in attendance to form a Quorum, or the Business of any Meeting shall remain undisposed of, the Trustees present attending at any such Meeting may adjourn the same until some subsequent Day, of the Time and Place of holding of which Notice in Writing shall be given to the Trustees by the Clerk of the Trustees.

10. That if at any Time any Matter shall arise requiring the Consideration of the Trustees, and which cannot, without Prejudice to the Interest of the Charity, be deferred to the next General Meeting

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which

which may then next ensue, any Two or more of the Trustees for the Time being may call a Special Meeting for the Purpose of taking into consideration such Matter or Subject, and the Clerk of the Trustees for the Time being shall, upon Application being made to him by such Two or more Trustees for such Purpose, give due Notice in Writing or printed Circular to all the other Trustees of the Time and Place and Object of such Meeting.

11. That for the Purpose of a due and efficient Administration of the Charity it shall be lawful for the Trustees, at any General or Special Meeting, to nominate and appoint from their own Body as there may be occasion Three or more Trustees, to be a Committee for the Purpose of making any Inquiry or superintending or performing any Duty belonging to the Office of Trustees of the Charity which in the Judgment of the Trustees would be more efficiently executed by such Committee; but the Acts and Proceedings of such Committee shall be submitted to the Trustees at their next General Meeting, for Information and Confirmation; and every Committee so appointed shall have the Power and Authority of the Trustees in respect of the Matter specially delegated to them; but such Committee shall not have the Power of originating any Inquiry or Investigation, or of carrying into effect or executing any Matter or Thing which shall not previously have been specially intrusted to them by the said Trustees at such General or Special Meeting; provided nevertheless, that such Committee shall have the Power of calling a Special Meeting of the Trustees for the Purpose of requiring additional Powers or Instructions.

12. That the Trustees of the Charity shall, from Time to Time as there shall be occasion, provide a Minute Book wherein to enter their Proceedings, in which Book shall be entered the Names of the Trustees attending and all the Proceedings of the Trustees at their Meetings, and all Orders given for the Disposal of any of the Funds or Income of the Charity, and the Reports of any Committee, and all other Matters relating to the Charity transacted by such Trustees.

13. That the Trustees shall in like Manner provide all necessary Account Books wherein to enter an Account of the Receipts and Payments on behalf of the Charity, and in which the said Account shall be entered.

14. That a distinct Account shall be kept of each Branch of the Charity as apportioned by this Scheme, and the separate Accounts and Expenditure for each Branch shall be entered, as also a separate Account of the Receipts and Expenditure in respect of the Property arising from the School Lands situate at Smallwood.

15. That every Order and Direction given at any General or Special Meeting of the Trustees, and all Checks for Payment of Money, and all other Proceedings whatsoever binding upon the whole Body of Trustees, shall be signed by the Chairman for the Time being at One of the Meetings of the Trustees, and by Two of the other Trustees present at such Meeting, and shall be countersigned by the Clerk.

16. That there shall be a fit and proper Person to execute the Office of Clerk; and the Trustees shall, from Time to Time as and when the Office of Clerk shall become vacant, elect a fit and competent Person to be such Clerk, who shall perform the Duties herein-after specified; and such Clerk, and every Person elected to fill such Office, shall hold  
the

the same during such Time as the Trustees for the Time being shall think fit; and such Trustees may at any Time remove or dismiss any Clerk, and elect another Person to fill such Office, as they may deem expedient; and every Clerk, previously to entering upon his Office, shall give a Bond, with sufficient Sureties, to the Trustees, conditioned for the faithful Performance of his Office, the Amount of such Bond and the Sureties to be approved of by the said Trustees at One of their Meetings.

17. That the Clerk shall be allowed for his Care and Pains in the Performance of his Office such annual Sum as the Trustees shall think fit to allow, provided the same does not exceed the Sum of Thirty Pounds per Annum.

18. That the Duties of Clerk shall be to attend the Trustees at their Meetings, to attend and give Information to any Committee that may be appointed by the Trustees, to keep the Accounts of the Charity in the Form of Debtor and Creditor Accounts, to preserve, subject to the Direction of the Trustees, all Vouchers for Payments made by him for the Trustees on behalf of the Charity, once in every Year to make out on behalf of the Trustees a full and detailed Account of the Receipts and Payments of the Charity under separate Headings, so as to show distinctly the detailed Receipt and Expenditure of each Branch, which shall be vouched and passed before the Trustees at their First General Meeting in each Year, and at the same Time to make out an Abstract of such Account, to be published in a public local Newspaper circulating in the Parish of Sandbach and County of Chester, as hereafter directed; and it shall also be the Duty of the said Clerk to enter the Minutes and Proceedings of every Meeting of the Trustees in the Minute Book, and to perform all the other Duties of Clerk herein specified, and likewise all other Acts appertaining to his Office, or requisite for the Purposes of the Charity, as the Trustees shall direct.

19. That the Trustees shall once in every Year, on the Third Monday in January, or such other Day as may be appointed for their First General Meeting as aforesaid, audit the detailed Account hereinbefore directed to be prepared, and shall sign the same, when audited, and cause it to be deposited in some convenient Place in Sandbach, to be determined upon by the Trustees, and the same, when so deposited, shall be open to the Inspection of any of the rated Inhabitants of the Parish, free of Charge, every Day from Eleven o'Clock in the Forenoon till One o'Clock in the Afternoon, for the Space of One Fortnight prior to the Insertion and Publication of the Abstract Account in a public Newspaper; and the said Trustees shall, within Four Days after such Fortnight shall have elapsed, cause the said Abstract Account to be published in One of the public Newspapers circulated within the Town and Parish of Sandbach and County of Chester.

20. That the Trustees may, if they think fit, nominate and elect some fit and responsible Person or Persons within the Town and Parish of Sandbach to be Treasurer or Treasurers of the Charity, who, when so elected, shall have deposited with him or them the Rents, Profits, and Income of the Charity, and shall dispose of the same in such Manner and in such Sums for the Purposes of the Charity as the Trustees or a Majority of them at any of their Meetings shall direct,

direct, the Amount of such Payments to be notified by Checks to be drawn upon such Treasurer or Treasurers, signed in manner hereinbefore directed; provided nevertheless, that the Appointment of such Treasurer or Treasurers shall not in any degree release or discharge the said Trustees from any Obligation at Law or in Equity to make good to the Charity any Loss which may arise in case of the Bankruptcy or Insolvency of any such Treasurer or Treasurers.

21. That the Trustees shall procure for themselves out of the Funds of the Charity a Fireproof Box, Chest, or Safe, with Two Keys and Patent Lock, wherein to deposit the Deeds, Vouchers, Accounts, and Books belonging to the Charity, which shall be deposited in the Vestry-room of the Parish, or in some other secure Place as the Trustees shall think fit to direct, and in which Box, Chest, or Safe shall be deposited the Vouchers, Accounts, Books, Deeds, Writings, and other Documents belonging to the Charity, together with a List in Writing thereof, signed by the said Clerk.

22. That such Box, Chest, or Safe shall be kept locked, and one Key thereof kept by the Clerk, and the other by such of the Trustees as the Majority of them shall direct.

23. That there shall be paid and applied annually out of the Income of the Charity mentioned in the Pleadings in this Cause specified in the Schedule hereunder written, according to the Directions of the Donors, the several Sums hereafter mentioned; that is to say, to the Chapelwardens of the Chapelry of Churchhulme One Pound, to the Chapelwardens of the Chapelry of Goosetry Two Pounds, to be by them respectively distributed amongst the Poor of the said Chapelries; to the Clergyman of Sandbach for Wheelock's Sermon Three Pounds Three Shillings; to the Clerk and Sexton of the same Five Shillings each.

24. That after making thereout the said Payments, and defraying the Salary of the said Clerk, and the necessary Expenses of the Execution of the Trust, the Trustees shall dispose of the Residue of the Income of the Charity Property mentioned in the First Part of the said Schedule in manner following; that is to say, there shall be laid out and applied by them the Sum of Two hundred Pounds per Annum to and amongst the deserving Poor of the Parish not receiving Parochial Relief, either in Clothes, Provisions, or Coal, in such Manner and at such Times and to such Persons as they shall consider proper Objects; and out of the Residue of such Income the Trustees shall apply such Sum as together with the Income which will arise from the Smallwood Estate shall amount to Three hundred Pounds per Annum for the Purposes of Education, and One hundred Pounds thereof shall be applied by the Trustees for the Purposes of the Sandbach National Schools for Boys and Girls, so long as they shall be without any Restriction as regards Attendance on the Part of the Children at any particular Place of Worship or Sunday School, and in other respects to the Satisfaction of the Trustees; to the Head Master of the Free School hereafter mentioned the Sum of One hundred and forty Pounds a Year, and to the Under Master of the said School the Sum of Sixty Pounds a Year; and for the Maintenance and Support of the Almspeople hereafter mentioned the Trustees shall apply a Sum of Two hundred Pounds a Year, or such Part of that Sum as the said Income, after making the aforesaid Pay-  
ments

ments thereout, will enable them; and the Residue of such Income, if any remain after providing for the several Objects aforesaid, shall be laid out and invested and applied in manner hereafter directed by the Fifty-eighth Clause of this Scheme.

25. That the Income of the said Charities shall be taken and deemed to be the Rents and Profits of Lands and Estates, and the Dividends of Stock purchased with the Mine Rents; but the said Mine Rents shall not be deemed or taken as forming Part of the said Income, but the same shall be annually invested, and the Interest arising therefrom shall be taken and applied as Part of such Income.

26. That the School Site belonging to the School referred to in the Order made in this Suit and Matter of the Fourth Day of July One thousand eight hundred and forty-six, shall either be demised upon a Building Lease or let from Year to Year, as may appear to the Trustees most for the Benefit of the Charity.

27. That out of the said Sum of Two hundred and seventy-three Pounds Fifteen Shillings and Three-pence, or any further Sum which before the Schools under the Provisions of this Scheme shall be established may arise from the Income of the said Estate at Smallwood, the Expenses of obtaining the said Order of the Fourth Day of July One thousand eight hundred and forty-six, and consequent thereon, shall be first paid, and the Residue of such Sum shall be applied towards defraying the Expenses of building the School Premises herein directed to be built.

28. That there shall be established in the Town of Sandbach a School for the Education of Boys, and for which Purpose proper Premises shall be purchased or erected within the Town or Parish of Sandbach, with a Residence for the Master thereof adjoining thereto, and for fitting up the same, as well as the aforesaid Purchase, there shall be expended out of the Funds of the Charity a Sum to be approved of by the Master; provided, however, that the Terms of any such Purchase, and the Plan, Estimate, and Scheme for the Conversion or Erection of any such Building, and fitting up the same, shall be first approved by the Master to whom this Cause and Matter is referred.

29. That such School shall be open to all the Children of the Inhabitants of the Parish of Sandbach generally who shall have attained the Age of Seven Years, and shall not be afflicted with any infectious Distemper; and every Person who shall have been admitted may continue at such School until the Age of Eighteen Years, subject to such Regulations for the Management of such School, not being repugnant to this Scheme, as the Trustees shall from Time to Time appoint.

30. That the Trustees shall fix a quarterly Sum to be paid by each Child admitted to the School, not exceeding Ten Shillings per Quarter, and such Quarterage shall be paid in advance; and the Monies thus accruing shall be divided into Five Parts, and Four of such Five Parts shall be paid to the Head Master, in augmentation of his Income, and the remaining One Fifth Part shall be paid to the Second or Under Master, in augmentation of his Income.

31. That the Head and Second Masters shall be Members of the Established Church; and that when and as often as in the Judgment

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of the Trustees it shall be deemed expedient and necessary for the Benefit of the said School to remove any Master from his Office in the said School, the said Trustees shall, at some one of their General Meetings, on due Notice having been given to each Trustee, or at a Special Meeting convened for the Purpose, proceed to displace and remove such Master accordingly, and shall thereupon be at liberty to nominate a Successor to the Master who shall be so displaced.

32. That every Master, upon his Appointment as Master, and before entering upon his Duties, shall sign a written Agreement, and execute a Bond for the Performance thereof, that he will diligently and faithfully perform the Duties of Master, and teach and instruct to the utmost of his Ability the Children committed to his Charge, and that he will not improperly treat the Scholars, but will demean himself honestly and soberly, and obey all such Orders as the said Trustees shall direct, and that he will not voluntarily quit his Situation without giving Three Calendar Months Notice to the Trustees of his Intention so to do.

33. That in order to obtain an efficient Master whenever there shall be a Vacancy of such Office, the Trustees, previously to the Election of any such Master, shall cause an Advertisement to be published in Two or more London Newspapers, and also in One or more Newspapers published and circulated within the County of Chester, giving Notice of the Vacancy to be filled up, and that a Master will on a certain Day, to be in such Advertisement named; be selected by the Trustees to fill the same, and requiring all such Persons as may be desirous of becoming Candidates to forward Testimonials to the Clerk of the Trustees, whose Name and Address shall for that Purpose be specified in such Advertisement, and that such Testimonials are to be forwarded by a given Day, also to be specified and fixed by such Advertisement, and that such Advertisement shall be published One Month at the least before the Time of the Election of any such Master; and the Testimonials of all Applicants shall be read at the Meeting of the Trustees held for the Purpose of such Election, previously to their electing such Master.

34. That every Master, after his Election, shall, previously to his being admitted to his Office, sign a written Declaration in the following Form :

I having been appointed Master  
of the Free School of the Parish of Sandbach, for the Education  
of Boys who are Inhabitants of the Parish of Sandbach, do hereby  
promise and undertake faithfully and diligently to perform the  
Duties of such Office, and not to receive any Payment or Reward,  
either directly or indirectly, from any of the Scholars whomsoever,  
(except the Sums fixed by the Trustees to be paid by each  
Scholar,) and also to quit and deliver up to the Trustees of the  
said School, immediately upon being by them removed or  
discharged from serving the same, the Possession of all and  
singular the Premises and Buildings, and all other Things  
belonging to the said School, which I shall or may be in pos-  
session of or be holding as Master of the said School; and in  
case I shall neglect or refuse to deliver up Possession thereof  
and every Part thereof, the said Trustees may enter into and  
upon and take possession of the Premises and Things of which  
Possession

Possession shall not be delivered up as aforesaid. As witness my  
 Hand, the Day of in the  
 Year of our Lord One thousand

35. That the Person filling the Office of Master, and the Person filling the Office of Under Master, shall personally teach and instruct the Pupils under their Charge according to such Course of Instruction as shall be approved of by the Trustees, conjointly with the Head Master; and there shall daily, Morning and Evening, be read in the School a suitable Form of Prayer.

36. That the School shall be open and attended from Nine to Twelve o'Clock in the Forenoon, and from Two to Five o'Clock in the Afternoon, during the Period intervening between the Twenty-fifth of March and the Twenty-ninth of September in each Year, and from Nine until Twelve o'Clock in the Forenoon, and from Two till Four o'Clock in the Afternoon, during the Period intervening between the Twenty-ninth of September and the Twenty-fifth of March in each Year, unless the Trustees shall fix some other more convenient and beneficial Hours of Attendance.

37. That no School shall be held on Saturdays in the Afternoon; and the Holidays to be allowed for Midsummer and Christmas shall be fixed by the Trustees, and shall not exceed Four Weeks at each Time; in addition to which there shall be allowed as Holidays the Days and Periods intervening between the Thursday before Good Friday and Thursday in Easter Week, and Monday and the Periods intervening until Thursday in Whitsun Week.

38. That in case any of the Children shall be guilty of gross Misbehaviour or improper Conduct, whereby the Habits of the other Children may be in danger of being corrupted, or shall wilfully and obstinately transgress the Rules or Orders of the Trustees for the Management of the School or the Government thereof, the Head Master may suspend such Scholar, and shall report the Conduct of such Offender to the Trustees, who shall either publicly admonish or expel any such Scholar, as to them shall appear proper.

39. That a List of the Scholars shall be kept by the Master thereof, specifying the Time of Admission and Age of the Persons admitted.

40. That in order to promote Emulation amongst the Pupils attending the School, an annual Examination of the Boys shall take place in the Presence of the Trustees, or such of them as can conveniently attend, which shall be held at such Time and Place as the Trustees shall appoint, and in case of Default by the Trustees in this Behalf then on the Tuesday and Wednesday preceding the Time fixed for holding the Midsummer Holidays.

41. That out of any available Funds not required for any of the Purposes herein-before provided the Trustees shall set apart such annual Sum not exceeding Thirty Pounds for the Purchase of Prizes, which shall be distributed to such Boys as to them shall seem deserving, after the annual Examination herein-before provided.

42. That the Trustees shall cause a List to be made of the Names of the Scholars who shall obtain Prizes, and the Nature of such Prizes respectively shall be placed opposite the Names of the Scholars receiving the same, and the said List shall be kept and preserved by the Trustees with the other Muniments of the Charity.

43. That

43. That there shall be erected Twenty Almshouses in the Parish of Sandbach, for the Reception of Twenty poor Persons who have been Inhabitants and Parishioners of the said Parish, and qualified as herein-after mentioned; and the Trustees shall be at liberty to expend from the Funds of this Charity, in the Erection of such Almshouses, such Sums of Money as shall be approved of by One of the Masters of this Court, and such Buildings shall be erected according to a Plan or Scheme and Estimate to be approved by the said Master, and such Almshouses shall each contain One Bed Room, One Sitting Room, and One Kitchen, for the Inmates of the same.

44. That all Persons to be appointed to such Almshouses shall be selected from amongst proper Objects, and shall have been resident within the said Parish of Sandbach, and shall have been Householders assessed to and have paid Rates for the Relief of the Poor of the said Parish for a Period of Five Years, or the Widows or Daughters of Persons who have been such Householders, and been assessed to and paid such Rates for the said Period of Five Years, or have been themselves Householders assessed to and who shall have paid such Rates; for such a Period of Time as, with the Period their deceased Husband or Parent may have been assessed and paid such Rates, will make up the full Period of Five Years: Provided always, that no Person shall be capable of being appointed to such Almshouses, unless he or she shall have attained the Age of Sixty Years, excepting that in case of a married Man of that Age being an Inmate therein, it shall be lawful for the Trustees to permit the Wife of such married Man to reside with him, provided she be of the Age of Fifty Years; but in no Case shall such married Persons be allowed or receive together any greater Benefit or Advantage than is allowed to or received by a single Inmate.

45. That the Stipends or Allowances to all the Almspeople shall be Ten Pounds each per Annum, such Stipends to be paid monthly.

46. That a Minute Book shall be provided for the Almshouses, in which shall be entered the Names and Age of every Man and Woman elected into the Almshouses, together with the Date of their Admission to such Almshouses, and the Station and Condition in Life of every such Person previous to their Election to such Almshouses; and in Cases of Vacancies occurring by Death amongst any of the Inmates of such Almshouses, the Names and Condition of Life of every Applicant seeking to be appointed to fill the Vacancy so occasioned shall be entered, and also the Name of the Applicant elected.

47. That all Applications for Admission to such Almshouses or either of them shall be made in Writing through the Clerk, and shall be taken into consideration by the Trustees at One of their General Meetings.

48. That if at any Time it shall appear that any of the Inmates of any one of the Almshouses shall be given to Insobriety, or insubordinate or unbecoming Conduct, the Trustees shall, upon the Proof thereof to their Satisfaction, or upon the Report of any Committee of Trustees at One of their General Meetings, if they see fit, displace such Person or Persons so misbehaving, and proceed to place another or others in his or her Place or their Places, in manner herein-before directed; and that the Provisions of this Rule shall be made known to the Almspeople at the Time of their Election.

49. That



49. That the Inmates of the Almshouses shall once on every Sunday attend at some Place of Divine Worship, except in case of Sickness.

50. That once or oftener in every Year the Trustees at One of their General Meetings shall nominate Three or more Persons from their Body as a Committee to visit the Almshouses, and view the State and Condition thereof, and hear and take cognizance of any Complaint or Complaints by the Inmates thereof touching the Management thereof, and shall report any Grievances brought to their Attention to the Trustees at their next General Meeting, or, if necessary, at a Special Meeting to be called for this Purpose, according to the Directions herein-before laid down respecting such Meetings.

51. That the Persons forming such Committee shall make a Report in Writing of the State and Condition of the Almshouses, and any special Matter brought to their Knowledge at the Time of their Visit to such Almshouses, which Report, or the Particulars thereof, shall be entered by the Clerk in the Minute Book of Proceedings, and shall be signed by the Persons forming such Committee.

52. That the Almshouses shall be kept in good and sufficient Repair at the Expense of the Charity, and shall be kept insured from Fire, and the Expense thereof to be paid out of the Income of the Charity.

53. That the Inmates of the Almshouses shall not absent themselves therefrom, without special Leave obtained from the Trustees at One of their General Meetings, or from any Two of the Trustees, and then only for such Time as the said Trustees shall authorize.

54. That the Inmates of the Almshouses shall not be permitted to let the same, or permit any Stranger to occupy the same, or use the Garden Ground which may be attached to such Almshouses.

55. That, if at any Time it shall appear, on the making up and settling of the annual Accounts of the Charity, that the Monies issued and applied shall in any One Year exceed the clear Profits and Produce of the Charity Estate and the Income of the Property thereof, then and so often as the same shall happen such Excess shall be reimbursed, paid, and satisfied out of the first Monies which shall be received on account of the Charity, and the Trustees shall thereupon decrease, vary, and alter the next succeeding yearly Payment and Expenditure so and in such Manner as that the same shall not exceed the yearly Income and Produce of the Charity Estate and Property.

56. That an Account shall be kept of the Distribution, and of the Names of the Persons relieved from this Charity; but the Trustees shall not retain the Names of the Persons relieved in One Year as the Persons to be relieved in succeeding Years, but shall relieve those who apply to them, and in such Manner as the Trustees shall consider most proper, so that the Recipients do not depend on or be led to consider that they have a Right or Claim to the Assistance of the Charity, or be induced to relax their own Endeavours to gain an independent Livelihood.

57. That no Person shall participate in the Charity who is in the Receipt of Parochial Relief.

58. That if, after Payment of the Expenses, and of making and providing for the several Appropriations which are directed by the several Rules herein-before mentioned, and after exercising the several Powers in the said Rules contained, there shall in any One Year

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remain any Part of the Rents and Profits and Income of the Charity unapplied, then all such Residue and Surplus shall from Time to Time be laid out and invested, in the Names of any Three of the Persons who shall be Trustees of the Charity Estates, in the Purchase of Three per Cent. Consolidated Bank Annuities, or at Interest on Government Securities, to be from Time to Time altered and varied at the Discretion of the Trustees; and the Interest, Dividends, and annual Produce of the said Stocks, Funds, and Securities shall in like Manner be laid out, in the Names of the said Trustees, in the Purchase of or upon like Stocks, Funds, and Securities, so that all such Stocks, Funds, and Securities, and the resulting Income and Produce thereof, may accumulate in the way of Compound Interest until the same shall amount to a Capital Sum or Fund in Value not exceeding Five thousand Pounds nor less than Three thousand Pounds Sterling; and the Trustees shall be at liberty from Time to Time to sell out so much of the Fund so to be invested as shall be required for and to apply the same in repairing such Parts of the Charity Property as shall require the same, or in discharging any extraordinary Charges or Expenses not herein provided for; and whenever the same invested Capital or Fund shall be reduced for any such Purposes, then any future Residue and Surplus shall in the first place go and be applied to make good any Deficiencies, and reinstate, by such Investment and Accumulation as aforesaid, so much of the same invested Capital as shall from Time to Time have been disposed of or applied as herein authorized or directed, to the Intent that there may be at all Times, as Circumstances will admit, a Fund or Capital of the Amount or Value aforesaid appropriated to or available exclusively for the Purposes lastly mentioned, and after answering such Purposes of providing and maintaining such Capital or Fund as aforesaid, then the Dividends and annual Produce thereof, and the Residue and Surplus of the Income of the Charity, shall from Time to Time be applied and disposed of by the said Trustees for and in aid or extension of all or any of the charitable Purposes herein-before mentioned, as to the said Trustees from Time to Time shall seem meet.

59. That this Scheme shall be printed, and a Copy furnished to every Person who shall be appointed a Trustee of the Charity, and that Copies be deposited in the Church and Chapel of Ease of the said Parish.

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The SCHEDULE in the before-mentioned Scheme referred to.

LANDS applicable to the Purposes of the Charities the Subject of the above Suit, and to be distributed according to the Twenty-fourth Clause of the Scheme.

|  |     |    |    |
|--|-----|----|----|
| An Estate situate at Burslem in the County of Stafford, consisting of 61A. 2R. 33P. of Land, or thereabouts, yielding a Rental of    | £   | s. | d. |
|  | 212 | 11 | 6  |
| The Mines of Coal and Ironstone under such Land, the Produce of which is to be annually invested, and the Interest applied as Income | 0   | 0  | 0  |

|   | £   | s. | d. |
|---|-----|----|----|
| An Estate situate at Little Hassall, consisting of 139A. and 5P., or thereabouts, let for   | 236 | 0  | 0  |
| An Estate situate at Betchton, and called the Great Stanway Fields and Two Little Stanway Fields (in the Master's Report by Mistake called the Great Hanway Fields and Two Little Hanway Fields), and the Boulton Bank Meadow, let at Rents producing       | 37  | 0  | 0  |
| An Estate consisting of several Pieces of Land situate at Haslington in the County of Chester, formerly let to Samuel Barnet at a Rent of £20, of which £17 was to be yearly paid to the Trustees of the Sandbach Charities, and now let at Rents producing | 38  | 5  | 0  |
| The Interest and Dividends arising from Mine Rents  | 0   | 0  | 0  |

LANDS the Subject of the Reference in the above Matter united to the School, and applicable thereto under the above Scheme.

|  | £     | s. | d. |
|--|-------|----|----|
| I.—The Site of the Schoolhouse, now used as a Garden   | 0     | 0  | 0  |
| II.—A Rent-charge issuing out of certain Lands in Slyth (in the Master's Report by Mistake called Stych)   | 0     | 17 | 4  |
| III.—An Estate situate at Smallwood, containing 54A. 2R. 14P., or thereabouts, in the Occupation of Peter Timmins, at the yearly Rent of £80, of which £60 is applicable to the School | 80    | 0  | 0  |
| IV.—The Sum of £272. 15. 3. Cash, being the Accumulation of Rents received   | 272   | 15 | 3  |
|  | <hr/> |    |    |
|  | £ 353 | 12 | 7  |
|  | <hr/> |    |    |

## SCHEDULE (B.)

CONTAINING

The ESTATES and PROPERTY belonging to the CONSOLIDATED CHARITIES of the Parish of SANDBACH.

| Description of Property. | Occupiers. | Yearly Rent. | — |
|--------------------------|------------|--------------|---|
|--------------------------|------------|--------------|---|

*Property situate in Cobridge in the County of Stafford.*

|  |                           | £  | s. | d. | £   | s. | d. |
|--|---------------------------|----|----|----|-----|----|----|
| The Barn Field, with the Barn and other Buildings thereon. | Godwin - - -              | 14 | 0  | 0  |     |    |    |
| The Middle Field (now divided into Two).                   | Godwin - - -              | 10 | 0  | 0  |     |    |    |
| The Lower Barn Field - - -                                 | Lewis Halls - - about     | 14 | 0  | 0  |     |    |    |
| The Upper Cobridge - - -                                   | William Lancaster - -     | 14 | 0  | 0  |     |    |    |
| The Lower Cobridge and Warburton's Bank.                   | Messrs. Hughes - - -      | 14 | 0  | 0  |     |    |    |
| Warburton's Meadow - - -                                   | John Walker - - -         | 13 | 0  | 0  |     |    |    |
| The Wall Field Meadow - - -                                | Godwin - - -              | 13 | 0  | 0  |     |    |    |
| The Wall Field - - -                                       | John Wood - - -           | 36 | 0  | 0  |     |    |    |
| The Stanbutt's - - -                                       | Messrs. Allcock - - -     | 12 | 0  | 0  |     |    |    |
| The Brick-kiln - - -                                       | Allcock - - -             | 5  | 10 | 0  |     |    |    |
| Part of Brick-kiln - - -                                   | Void - - -                | 1  | 10 | 0  |     |    |    |
| Farm Buildings and Shoring - - -                           | Messrs. Adams - - -       | 17 | 10 | 0  |     |    |    |
| Part of Middle Cobridge - - -                              | Messrs. Hughes - - -      | 4  | 0  | 0  |     |    |    |
| Other Part of Middle Cobridge - - -                        | Late Samuel Eardley - -   | 0  | 10 | 0  |     |    |    |
| Plot of Land - - -   | Messrs. Halls - - -       | 3  | 0  | 0  |     |    |    |
| Cobridge Road Trustees - - -                               | John Davenport - - -      | 5  | 0  | 0  |     |    |    |
| A Plot of Land - - -                                       | Ditto - - -               | 0  | 15 | 0  |     |    |    |
| Right of Road - - -  | Reverend Mr. Bentley - -  | 0  | 5  | 0  |     |    |    |
| Pot Works and Buildings - - -                              | Messrs. Adams - - -       | 20 | 0  | 0  |     |    |    |
| Piece of Land - - -  | Ditto - - -               | 1  | 10 | 0  |     |    |    |
| Piece of Land - - -  | William Moseley - - -     | 1  | 10 | 0  |     |    |    |
| Pot Works and Garden - - -                                 | John Warburton - - -      | 1  | 7  | 6  |     |    |    |
| Vacant Ground - - -  | (Late Necklins) now void. | —  |    |    |     |    |    |
| Piece of Land called the Stackyard                         | Richard Daniel - - -      | 0  | 10 | 0  |     |    |    |
| House and Garden - - -                                     | William Farr - - -        | —  |    |    |     |    |    |
|  |                           |    |    |    | 202 | 17 | 6  |

*Property in Haslington in the County of Chester.*

|                     |                                  |    |   |   |    |   |   |
|---------------------|----------------------------------|----|---|---|----|---|---|
| Two Fields - - -    | George Plant and William Heeler. | 18 | 0 | 0 |    |   |   |
| Piece of Land - - - | James Thorley - - -              | 8  | 0 | 0 |    |   |   |
| Piece of Land - - - | Thomas Bateman - - -             | 7  | 5 | 0 |    |   |   |
| Piece of Land - - - | Jesse Bloor - - -                | 8  | 0 | 0 |    |   |   |
| Piece of Land - - - | John Cook - - -                  | 16 | 0 | 0 |    |   |   |
|                     |                                  |    |   |   | 57 | 5 | 0 |

*Property in Hassall in the said County of Chester.*

|                                    |                      |     |   |   |     |   |   |
|------------------------------------|----------------------|-----|---|---|-----|---|---|
| Messuage, Farm, Land, and Tenement | Daniel Moseley - - - | 200 | 0 | 0 |     |   |   |
| House and Land - - -               | Thomas Sumner - - -  | 14  | 0 | 0 |     |   |   |
| House, Land, and Smithy - - -      | Ralph Cook - - -     | 22  | 0 | 0 |     |   |   |
|                                    |                      |     |   |   | 236 | 0 | 0 |

| Description of Property.  | Occupiers.    | Yearly Rent.      | —                 |
|---|---------------|-------------------|-------------------|
| <i>Property in Betchton in the said County of Chester.</i>                                      |               |                   |                   |
| Plantation, Fields, Closes, or Parcels of Land.   | James Barratt | £ s. d.<br>43 0 0 | £ s. d.<br>43 0 0 |
| The Interest arising from the Sum of £6,643. 15. 8. Stock, amounting to £199. 11. 0. per Annum. | -             | -                 | 199 11 0          |
|   |               |                   | £738 13 6         |

## SCHEDULE (C.)

CONTAINING

The ESTATES and PROPERTY belonging to the SCHOOL of the Parish  
of SANDBACH.

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First.—The Site of the Schoolhouse, now used as a Garden.

Second.—A Rent-charge of 17s. 4d. issuing out of certain Lands in Slyth (in the Master's Report called Stych), granted by Sir John Crewe by an Indenture dated the Twenty-second Day of June One thousand six hundred and seventy-seven.

Third.—An Estate situate at Smallwood, containing 54A. 2R. and 14P., in the Occupation of Peter Timmins and Daniel Goodhall at the yearly Rent of £80, of which £60 is applicable to the School.

Fourth.—A Sum of Two hundred and seventy-two Pounds Fifteen Shillings and Three-pence Cash, being the Accumulation of Rents received.

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LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1848.