



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. 9.

An Act for the better Regulation of *Skipton*
Grammar School. [21st August 1867.]

WHEREAS Her Majesty's Attorney General on the Fifteenth Day of *November* One thousand eight hundred and sixty-five filed an Information in the High Court of Chancery as Informant, which was afterwards amended, and as amended was against Sir *Charles Robert Tempest* Baronet (since deceased), *Mathew Wilson*, *John Benson Sidgwick*, *Henry Alcock*, *Stephen Bailey Hall* (since deceased), *Thomas Heelis*, and *John Coulthurst*, the Trustees of the Free Grammar School herein-after mentioned, the Reverend *Philip Chabert Kidd*, the Vicar of the Parish of *Skipton*, *William Paget*, *Angus Nicolson*, *John Heelis*, *Thomas Gill*, *Richard Rathmell*, and *Henry Lister*, Churchwardens of the said Parish, and the Reverend *William Cartman*, Doctor of Divinity, Head Master of the said School, as Defendants, showing among other things, (as the Facts were,) that the Free Grammar School at *Skipton-in-Craven* in the County of *York* was founded in the Year One thousand five hundred and forty-eight by *William Ermysted*, Clerk, and that the Two Deeds of Foundation thereof were duly enrolled in the High Court of Chancery in the Year 1550-1; that the First of such Deeds was as follows; (that is to say,) "In the Name of the Father and of
[Private.] 3 m " the

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“ the Son and of the Holy Ghost, Amen. In the Year of our Lord
 “ One thousand five hundred and forty-eight, and in the Second Year
 “ of the Reign of the most Excellent Prince our Lord *Edward* the
 “ Sixth, by the Grace of God of *England, France, and Ireland*
 “ King, Defender of the Faith, and on Earth of the Church of
 “ *England and Ireland* supreme Head, and on the First Day of the
 “ Month of *September*, I *William Ermysted*, Clerk and Canon
 “ Residentiary in the Cathedral Church of *Saint Paul, London*, to
 “ all the Sons of Holy Mother Church, present and future, to whose
 “ Knowledge the present Schedule quadripartite indented shall come,
 “ Salvation in the Lord everlasting and perpetual Memory of the
 “ Thing done: Whereas amongst other Remembrances of Human
 “ Piety [it is a] Duty most pious and it hath especially pleased the
 “ Most High that Boys should be rightly educated from their very
 “ Infancy and (with God’s Mercy) be informed or drawn along to
 “ Virtue and Discipline, according to the Strength and Endowments
 “ to them by Heaven granted to promote this, that the Common-
 “ wealth may from Time to Time not only have learned and wise
 “ Men, but also especially Men fearing God and knowing that which
 “ is divine and reverent, and that Divine Worship may be augmented
 “ and be had more in Celebration, hence it is since I the aforesaid
 “ *William Ermysted*, by my Writing quadripartite indented, to which
 “ the present Schedule is annexed, have given, granted, and con-
 “ firmed to *Ingram Clyfford* Knight, *William Tankard*, *Stephen*
 “ *Tempeste*, Esquires, *Tristram Bollyng*, *Lancelot Marten*, *Thomas*
 “ *Lyster* of *Westeby*, *William Ardington*, *Thomas Jolye*, Gentlemen,
 “ *Christopher Moore*, *John Hardsworth*, *Robert Moorehouse*, *Thomas*
 “ *Stirke*, and *John Moorehouse*, and their Heirs, all those Messuages,
 “ Lands, and Tenements in *Adyngham* of which within in my same
 “ Writing mention is made, to the Behoof and Use and the Intents in
 “ my aforesaid Writing indented specified, and to the Intent that the
 “ aforesaid *Ingram Clyfford* and other his Co-feoffees abovesaid, and
 “ their Heirs and Assigns, all the Issues, Rents, Revenues, Profits,
 “ and Emoluments of the Premises in my said Deed indented
 “ specified should yearly take, perceive, and receive, and the same
 “ Issues, Rents, Revenues, Profits, and Emoluments should yearly
 “ convert as in this Schedule are expressed and declared: Know ye
 “ therefore that I the aforesaid *William Ermysted*, to execute the
 “ Intent aforesaid, by the Presents ordain that there be One ‘Ludus
 “ Literarius’ or One Pedagogy in *Skipton-in-Craven* in the County
 “ of *York* from Time to Time in perpetual future Times for Boys
 “ therein in Grammar Tongue to be educated, taught, and instructed;
 “ and I will and assign that the said ‘Ludus Literarius’ or Pedagogy
 “ be kept and had in a certain House in *Skipton* aforesaid which I
 “ have lately purchased to me and my Heirs from the Honourable
 “ Man the Lord *Henry* Earl of *Cumberland*, situate in a certain void
 “ Place

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“ Place of Land in *Skipton* aforesaid (as appeareth by his Charter
 “ thereof to me made whose Date is on the Twentieth Day of *August*
 “ in the First Year of the Reign of the said Lord the King now
 “ *Edward* the Sixth) to, for, and about the Instruction of Boys as
 “ well in the First Rudiments as in all the Art or Document of
 “ Grammar aforesaid in due Manner and Form to be informed: Also
 “ I will and ordain that there shall be there in perpetual future
 “ Times One Schoolmaster (‘ *Ludimagister* ’) or Pedagogue for
 “ instructing Boys in Grammar Tongue in the aforesaid Pedagogy,
 “ who indeed shall be called the Pedagogue of the Pedagogy in
 “ *Skipton*; and I ordain that the said Chaplain and his Successors
 “ do enter and teach daily (Feast Days excepted) into the School or
 “ Pedagogy there to them assigned, unless by Infirmity or other
 “ reasonable Cause they shall be hindered, immediately after the
 “ Sixth Hour of the Day in the Morning from the First Day of
 “ *March* until the First Day of *October*, and there in the same do
 “ faithfully exercise themselves in the Information of the Boys until
 “ the Eleventh Hour of the Day, and from the First Hour after
 “ Noon exercising themselves (as is premised) until the Sixth Hour
 “ of the Day, and from the First Day of *October* until the First Day
 “ of *March* they shall begin in the Morning at the Seventh Hour of
 “ the Day, and shall teach and inform the Boys there until the Fifth
 “ or Sixth Hour of the Day as Necessity and the Frequency of
 “ Scholars shall demand: Also I will and ordain that the said
 “ Pedagogue shall be a Chaplain or Priest, and that he and his
 “ Successors do inform the Boys the Alphabets after a laudable
 “ Pronunciation of Syllables, and afterwards in the Art of Grammar
 “ and the Rudiments of the same do proceed in order with frequent
 “ Use of the Latin Tongue according to the Capacity and Wit of each
 “ One, exacting from the more advanced Scholars that they compose
 “ Epistles, Orations, and Verses, explaining to the same their Scholars
 “ the Authors promoting thereto, to wit, *Virgil, Terence, Ovid*, and
 “ the other Poets: Also I will and ordain that the said Chaplain and
 “ his Successors immediately after their Ingress into the School or
 “ Pedagogy aforesaid daily do say the Psalm *Miserere mei Deus*
 “ with the Suffrages for Remission of Sins for the King, the Arch-
 “ bishop, and other salutary Suffrages, with the Collect *Deus Pro-*
 “ tector in te sperantium and others as to him shall seem best to be
 “ expedient, and in the Evening before Departure from the School
 “ they do sing with their Scholars daily the Antiphone of the Blessed
 “ *Virgin Mary*, subjoining after the aforesaid Antiphone with low
 “ Voice the Lord’s Prayer, and that these Things aforesaid they by
 “ no means omit under Penalty of Twenty Pence every Day, and if
 “ daily by the Space of One Month they omit they be amoved from
 “ Office and deprived if they voluntarily omit: Also I will and
 “ ordain that the said Chaplain and his Successor be personally
 “ present

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“ present in the aforesaid Parochial Church of *Skipton* every Lord’s
 “ Day and Feast Day when Divine Service with Note shall happen
 “ there to be said in the Choir of the same Church aforesaid: Also
 “ I will and ordain that the said Chaplain and his Successors do
 “ celebrate, if hereto they shall be piously disposed and not hindered
 “ by any reasonable Cause, within the said Church on Lord’s Days
 “ and Feast Days and Three Days every Week before the Seventh
 “ Hour in the Morning, and that they be indued in Surplices that
 “ they may read and sing as to the Vicar of the same Church shall
 “ decently and congruously seem to be expedient, and that they do
 “ not absent themselves from the said Church and the said Pedagogy
 “ there assigned to them beyond the Space of Twenty Days at One
 “ Time or at Times intermittent to be numbered in every Year at
 “ most under Penalty for the First [Time] of Twenty Shillings,
 “ afterward of Thirty Shillings, and the Third [Time] of Removal
 “ from his Office and Service aforesaid: Also I will and ordain that
 “ if the same Chaplain or his Successors shall waste, dilapidate, and
 “ not sufficiently conserve the Edifices, Burgages, Lands, and Tene-
 “ ments to the said School and Service belonging, or if they shall
 “ not well and faithfully observe or fulfil all and singular the Pre-
 “ mises incumbent on them, or if they shall be convicted of Incon-
 “ tinence, Theft, Rapine, Perjury, or any other notable Crime, or if
 “ Suspension, Irregularity, or the Mutilation of any Member by
 “ which they be for ever impeded from the Execution of the sacerdotal
 “ Order or Instruction of the Boys they by their own Fault incur, or
 “ they shall not be able to serve the Service aforesaid and to make
 “ Abode there accordingly to the prescribed Form, they be thence-
 “ forth utterly amoved from their Service aforesaid and for ever
 “ deprived by the Vicar or Curate *Thomas Jolye* or his Successors
 “ and the Wardens of the Church aforesaid there for the Time being:
 “ Also I will and ordain that the said Chaplain and his Successors
 “ shall have and perceive yearly for their Sustenance the Issues,
 “ Farms, Rents, Profits, and Emoluments of all and singular the
 “ Messuages, Burgages, Lands, and Tenements aforesaid with the
 “ Appurtenances so (as is aforesaid) to my aforesaid Feoffees given
 “ and granted at the Terms there usual, and likewise that the said
 “ Chaplain and his Successors do have and possess that Service
 “ aforesaid with all its Profits and Appurtenances for the Term of
 “ their Life if they shall well behave themselves in the same, and
 “ they or he shall not be delinquent as is aforesaid: Also I will and
 “ ordain that the Right of nominating, ordaining, and presenting an
 “ able and fit Chaplain to exercise the said Service of Pedagogue as
 “ is aforesaid do pertain to the aforesaid Vicar *Thomas Jolye* and his
 “ Successors and to the Wardens of the Church aforesaid for the
 “ Time being; also that it shall be well lawful to the same, so often as
 “ the Service aforesaid shall be vacant, to nominate, present, admit,
 “ induct,

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“ induct, and put in One able and fit Chaplain to the said Service as
 “ is premised: Also I will and ordain that so often as it happens
 “ the same Vicars and others abovesaid for the Time being to be
 “ negligent in the Matter of such Nomination and Ordination, so that
 “ within One Month from the Time of Cessation of the Office aforesaid
 “ continuously to be numbered they nominate and put in no able
 “ and fit Chaplain to the said Service as is premised, that then so
 “ often incontinently, by Force of this my present Ordinance and Will,
 “ the Right of nominating, admitting, inducting, and putting in One
 “ able and fit Chaplain for that Turn as for another, when a like
 “ Case [and] Negligence of the aforesaid Vicars and others shall offer
 “ itself and not otherwise, be devolved unto the Rector or Master of
 “ *Lincoln College in Oxford*, Doctor *Weston*, and the Fellows of the
 “ same College and their Successors by this Pact and by that Law,
 “ and if the aforesaid Master or Rector and Fellows of the College
 “ abovesaid in the Matter of such Nomination shall be negligent, so
 “ that they nominate and put in no able and fit Chaplain to exercise
 “ the said Service as is premised by One Month after it shall have
 “ come to their Knowledge of the Default and Negligence of the
 “ aforesaid Master, Doctor, and his Successors, then I will and ordain
 “ that the Right of nominating and putting in One able and fit
 “ Chaplain to the Office aforesaid be devolved unto the Dean and
 “ Chapter of the Cathedral Church of *Saint Paul, London*, for that
 “ Turn and not for another, so that it shall be well lawful to them in
 “ such Case One able and fit Chaplain to the said Service to nominate
 “ and put in, whom if it happen to be negligent in such Matter after
 “ Knowledge had by the same of the Default of the Superiors by
 “ One whole Month, then I will and ordain that the Right of
 “ nominating One able and fit Chaplain to exercise the said Service
 “ be revolved unto the aforesaid Vicars *Thomas Jolye* and his
 “ Successors and the Wardens aforesaid for the Time being for ever;
 “ and if the aforesaid Chaplain and his Successors fall into any
 “ continual Sickness so that in the said Office they can by no means
 “ exercise themselves accordingly to the Ordinance and Declaration
 “ of the Will of me the aforesaid *William*, then I will and ordain
 “ that he have the Issues and Profits of all the Messuages, Lands,
 “ and Tenements aforesaid by the Space of One Year from the
 “ First Day of his Sickness, so that in this Year he provide by One
 “ of his Scholars another sufficient Man for the Information of the
 “ Boys in the School aforesaid, and after that Year I will and ordain
 “ that the said Vicars *Thomas Jolye* and his Successors and the
 “ Wardens of the aforesaid Church of *Skipton* do provide another
 “ who may faithfully instruct the Boys there in the Pedagogy
 “ aforesaid through the whole Time of the Infirmary of the other or
 “ during his Life if the Infirmary last, so that the Incumbent may
 “ have a Half Part of the Issues and Profits of the Lands and
 “ [Private.]

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“ Tenements aforesaid for the Term of his Life, and he so exercising
 “ the Office aforesaid may have another Half Part of the same; and
 “ after the Decease of the Incumbent aforesaid such Instructor may
 “ enjoy that Office with the Profits wholly if hereto he be fit as
 “ is aforesaid: And further, I will and ordain that all the Tenants of
 “ the Messuages, Lands, and Tenements aforesaid who now have or
 “ hereafter shall have any Demises by Indentures of any of the Lands
 “ or Tenements aforesaid, or of the Reversions of the same, by me
 “ the aforesaid *William Ermysted* and *William Blagburne*, Clerks,
 “ made or to be made for Term of Life or of Years, shall have, hold,
 “ and enjoy the same Lands and Tenements so to them demised for
 “ the Terms in the same Indentures specified, quietly, peacefully,
 “ and without Disturbance of my Feoffees, and of the said
 “ Incumbent and of any other: Also I will and ordain that after the
 “ Decease of me the aforesaid *William*, and after the Demises of the
 “ Lands and Tenements aforesaid by me made or to be made, the
 “ Right of making new Demises do pertain to the aforesaid Vicars
 “ *Thomas Jolye* and his Successors there, and the Wardens of the
 “ Church of *Skipton* aforesaid for the Time being, and the Chaplain
 “ holding the Government of the School aforesaid, so that the
 “ Emoluments thence collected by the same Persons be expended
 “ unto the Reparation and Sustentation of the said Schoolmaster
 “ (‘*Ludimagistri*’) and the said School from Time to Time for ever:
 “ Also I will and ordain that so often as it shall happen the said
 “ *Ingram Clyfford* or other the Feoffees aforesaid of the Messuages,
 “ Lands, Tenements, and Burgages above written to depart from this
 “ Life that there shall not be or be only Four of them at the least
 “ living, that then and so often the said *Ingram* or others of his
 “ Co-Feoffees who shall survive shall renew and shall anew enfeoff
 “ of and in the Messuages, Lands, Tenements, and Burgages
 “ aforesaid with the Appurtenances some of the more discreet
 “ and substantial Parishioners of *Skipton* aforesaid up to the
 “ Number of Thirteen Persons, and so endlessly for ever, and
 “ making a Feoffment anew of and in the said Messuages, and
 “ other the Premises with the Appurtenances in manner and
 “ form aforewritten, so often as it happeneth any Feoffees in
 “ the same to die so many in Number that there remain not but
 “ only Four living of them, and this Ordinance thereof to endure
 “ from such Time to such Time for ever: Also I will and
 “ ordain that this present Declaration of my Will, and all Writings
 “ and Muniments concerning and touching the Service aforesaid,
 “ already made and hereafter to be made for ever, do remain in One
 “ Chest hereto prepared within the Vestibule or Vestry of the
 “ parochial Church of *Skipton*, to be kept under Three Locks and
 “ Three several Keys, of the which Keys the first shall remain for
 “ ever in the Custody of the Incumbent of the School aforesaid for
 “ the

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“ the Time being, the second in the Custody of the Vicar of *Skipton*
 “ for the Time being, the third in the Custody of the Warden of
 “ *Estby* or *Thomas Jolye* of *Skipton* aforesaid during his natural
 “ Life, and after his Decease in the Custody of the Wardens of *Estby*
 “ and *Emsey* for ever for the Time being: And, further, I will and
 “ ordain that a true Copy of this Writing be fourfold indented in
 “ Parchment under my Seal, and that it be enrolled in the Chancery
 “ of the Lord the King, of which One Part do remain with the said
 “ Incumbent, the Second Part with the Vicars and Wardens of *Skip-*
 “ *ton* aforesaid, and the Third with One senior Feoffee, and the
 “ Fourth Part for ever abide in the Chest aforesaid, that so my
 “ Ordinance may obtain the Strength of Firmness; and moreover,
 “ whosoever shall keep the Premises incorrupt and inviolate [to him
 “ be] perpetual Peace, eternal Sanity, Forgiveness of Sins, and lasting
 “ Perseverance in good Actions:” That by the Second of such Deeds
 of Foundation the said *William Ermysted*, reciting that he had long
 Time been in mind to found, erect, and for ever to establish One
 “ Ludus Literarius ” or perpetual School in the Town of *Skipton-in-*
Craven in the County of *York* for Boys therein in Grammar
 Tongue to be instructed, educated, and informed according to certain
 Ordinances, Rules, and Statutes made by him for the good Govern-
 ment, Maintenance, and Continuance of the same “ Ludus Literarius ”
 or School, he the said *William Ermysted*, to perform that his Purpose
 by the now stating Indenture quadripartite indented, conveyed to
Ingram Clyfford Knight, *William Tankard*, *Stephen Tempeste*,
 Esquires, *Tristram Bollyng*, *Lancelot Marten*, *Thomas Lyster* of
Westby, *William Ardyngton*, *Thomas Jolye*, Gentlemen, *Christopher*
Moore, *John Hardsworth*, *Robert Moorehouse*, *Thomas Stirke*, and
John Moorehouse certain Messuages, Lands, Tenements, Rents,
 Reversions, Services, and Hereditaments, with their Appurtenances,
 in *Adynham* in the County of *York*, therein-after particularly described,
 to have and to hold the same, with the Appurtenances, unto and to
 the Use of the aforesaid *Ingram Clyfford*, *William Tankard*, *Stephen*
Tempeste, *Tristram Bollyng*, *Lancelot Marten*, *Thomas Lyster*,
William Ardyngton, *Thomas Jolye*, *Christopher Moore*, *John Hards-*
worth, *Robert Moorehouse*, *Thomas Stirke*, and *John Moorehouse*,
 their Heirs and Assigns for ever; nevertheless to the Intent and Pur-
 pose that the same *Ingram*, *William*, *Stephen*, *Tristram*, *Lancelot*,
Thomas, *William Ardyngton*, *Thomas Jolye*, *Christopher*, *John*
Hardsworth, *Robert*, *Thomas Stirke*, and *John Moorehouse*, and their
 Survivors, and their Heirs and Assigns, should annually perceive,
 take, and receive all the Issues, Rents, Revenues, Profits, and Emolu-
 ments of the aforesaid Messuages, Lands, Tenements, Rents, Rever-
 sions, and other the Hereditaments and Premises, with their Appur-
 tenances, from Time to Time, and with the same Issues, Rents,
 Revenues, Profits, and Emoluments so by them perceived, taken, and
 received.

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received should fulfil, perform, make, and execute, or cause to be fulfilled, performed, made, and executed, all and singular those Things which were in a certain Schedule or Ordinance quadripartite indented to the now stating Indenture annexed (being the Deed of Foundation of even Date herein-before recited) for the Erection, Continuation, Sustentation, Governance, and Good Rule of the said School or "Ludus Literarius" in *Skipton-in-Craven* aforesaid: That by a Decree of Commissioners of Charitable Uses, dated the Twenty-second Day of *May* One thousand six hundred and ninety-nine, the Trustees were empowered to join with the Vicar and Churchwardens and Schoolmaster in granting Leases of the Endowment Estates of the Charity; that in the Year One thousand eight hundred and forty-one the Charity was the Subject of an Information in the Court of Chancery, and a Scheme was then established for the future Government thereof, the Provisions of such Scheme being in effect a Repetition in similar Words of the Provisions contained in the Deed of Foundation; that the Charity Commissioners of *England and Wales*, by their Certificate dated the Twenty-eighth Day of *July* One thousand eight hundred and sixty-five, certified (amongst other things) that of late Years the School had been in a most unsatisfactory Condition, and their Attention had been called to its neglected State; that they had caused the State of the School to be inquired into; that the Real Property of the Charity not retained in hand for the Purposes thereof was let at Rents amounting to upwards of Six hundred Pounds *per Annum*, and the Income derived from Stock in the Public Funds and other Securities also belonging to the Charity increased its total Income to about Seven hundred and sixty Pounds *per Annum*; and, after receiving a Report thereon, certified the Case of the School to the Informant, in order to the Institution by him of Legal Proceedings in relation thereto; that the Parish of *Skipton* was anciently divided into Eleven Townships, each of which appointed One Churchwarden of the Parish, but that it had since been divided for Ecclesiastical Purposes into several Districts or Parishes which have their separate Churchwardens; and the Informant prayed that a Scheme might be settled under the Direction of the Court for the future more efficient Government of the said School, and the Administration of the Revenues thereof, and for other consequential Relief: And whereas the Defendants to the said amended Information duly appeared and put in their Answers thereto: And whereas, by a Decree of the Court made in the Cause on the Eighteenth Day of *July* One thousand eight hundred and sixty-six, it was ordered that a proper Scheme for the future Regulation and Management of the Charity and the Application of the then present and future Income thereof be settled by the Judge: And whereas a Scheme was accordingly settled and approved and signed by his Lordship the Master of the Rolls in testimony of his Approval thereof: And whereas the Objects of the Scheme cannot
be

Decree,
dated 18th
July 1866.

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be obtained without the Authority of Parliament: And whereas, by an Order of the Court made in the Cause on the Twenty-seventh Day of *April* One thousand eight hundred and sixty-seven, it was ordered that Her Majesty's Attorney General be at liberty to apply to Parliament for an Act to carry into effect the Scheme so approved and signed, and filed in the Report Office of the Court, and that the Draft of the Bill for the Act be settled by the Judge: And whereas by a Certificate of the Chief Clerk of his Lordship the Master of the Rolls made in the Cause on the Eighth Day of *May* One thousand eight hundred and sixty-seven he certified that the Draft of a Bill for the said Act had been settled and approved by the Judge, and was identified by his Signature in the Margin thereof, and that the several Instruments, Facts, and Events recited in the Preamble to the Bill before the Recital of the said Certificate had been proved in the Cause: And whereas the Certificate became absolute on the Twenty-third Day of *May* One thousand eight hundred and sixty-seven: And whereas, by Order bearing Date the Thirteenth Day of *July* One thousand eight hundred and sixty-seven, it was ordered that certain Alterations be made in the said Scheme, and a Copy of the said Scheme as so altered with further Alterations is set forth in the Schedule to this Act, and is herein-after called the Scheme: And whereas by reason of the Lapse of Time and the altered State of Circumstances since the Charity was founded, and for the better Regulation of the Charity, it is expedient that the Scheme, which modifies some of the Provisions of the Deed of Foundation herein-before recited, be carried into effect: 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, as follows:

Order of Court, dated 27th April 1867.

1. This Act may for all Purposes be cited as "*Skipton Grammar School Act, 1867.*" Short Title.

2. The Schedule to this Act annexed shall be deemed Part of this Act. Schedule to be Part of Act.

3. The Scheme which is set forth in the Schedule to this Act annexed is by this Act confirmed and made binding on all Parties interested; and from and after the passing of this Act the *Skipton Grammar School* to which the Scheme relates shall be governed and regulated, and the Estates belonging thereto shall be managed, and the Revenues thereof shall be applied and disposed of, in accordance with such of the Provisions of the Scheme and such Rules and Orders made under this Act as from Time to Time are in force. Confirmation of Scheme in Schedule.

[*Private.*]

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4. It

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Court of
Chancery
empowered
to alter
Scheme on
Petition.

4. 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 by Her Majesty's Attorney General, or by the Trustees with the Sanction of the Attorney General, to make any fresh Rules and Regulations either in lieu of or in addition to any of the Rules and Regulations contained in the Scheme in such Manner as to the said Court shall seem fit, having regard to the original Foundation and the Scope and Intention of the Scheme, and in the Exercise of its ordinary Jurisdiction over Charities; and the fresh Rules and Regulations when so made shall be the Rules and Regulations according to and under which for the Time being the Charity shall be held, administered, and managed under or by virtue of this Act, notwithstanding any Clause, Matter, or Provision contained in this Act or the Schedule thereto.

Applications
to Court for
Purposes of
Act.

5. All Applications from Time to Time made to the Court for any of the Purposes of this Act may be made upon Petition, Motion, or Summons "In the Matter of *Skipton Grammar School*," and "In the Matter of *Skipton Grammar School Act, 1867*," and the Orders of the Court thereon may be made in a summary Way, in Chambers or otherwise, as the Court may think fit to direct.

General
Saving.

6. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than the several Persons who by this Act are expressly excepted out of the General Saving,) all such Estate, Right, Title, Interest, Property, Benefit, Claim, and Demand whatsoever of, in, to, or out of the Estates, Property, and Revenues of the Charity, or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have, hold, or enjoy if this Act were not passed.

Persons
bound by
Act.

7. The Persons following, and their respective Heirs, Successors, Executors, Administrators, and Assigns, are by this Act excepted out of the General Saving in this Act contained, and are the only Persons bound by this Act:

All Persons and Bodies Corporate now or hereafter claiming any Right, Title, Interest, Power, Authority, Privilege, Benefit or otherwise under or by virtue of any of the Deeds or other Instruments recited or mentioned in the Preamble to this Act, their Heirs, Successors, Executors, and Administrators.

Persons
taking Office
to hold same
subject to

8. And whereas by Letters Patent under the Great Seal, bearing Date the Thirtieth Day of *June* One thousand eight hundred and sixty-one, Her Majesty was pleased to authorize and empower certain
Persons

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Persons therein named to inquire into the State of the Public Schools therein mentioned or referred to, including the said School at *Skipton*, but the Commissioners therein named have not yet made their Report: And whereas it is expedient that neither the said Scheme nor anything to be done thereunder should, by creating vested Interests in the Property of the said School, cause Impediments to the free Action of the Legislature in case the said Commissioners should make Recommendations which cannot be carried into effect without the Aid of Parliament: Be it therefore enacted, That every Person appointed or to be appointed by or by Authority of this Act to any Place or Office connected with the said School, or the Property, Funds, or Revenues thereof, shall take and hold the same subject to such Provisions and Regulations as may hereafter be enacted respecting the same.

future Legis-
lation.

9. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

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The SCHEDULE referred to in the foregoing Act.

SCHEME.

Charity to be managed by Trustees.

1. Until the First Day of July One thousand eight hundred and sixty-nine the Charity shall (subject as herein-after mentioned) continue to be regulated and managed as heretofore; after that Day the Charity and the Lands and Property thereof, and the letting of such Lands and Property, shall be under the Management and Control of Trustees, of whom the full Number shall be Fifteen; the Vicar of Skipton for the Time being and the Rector and Sub-Rector of Lincoln College, Oxford, shall always be Trustees by virtue of Office.

Appointment of Trustees.

2. After the First Day of July One thousand eight hundred and sixty-nine so many Persons, being Members of the Church of England, shall be appointed by the Court of Chancery to be Trustees as will with the present Trustees make up the Number of Trustees other than such Vicar, Rector, and Sub-Rector to Twelve. When and so soon as the said Number of Twelve Trustees shall be reduced to Nine, either by Death or Resignation, or by refusing, declining, or becoming incapable to act, becoming bankrupt, ceasing to act for the Period of Two Years, ceasing to be Members of the Church of England, or ceasing to reside within Twelve Miles of the Schoolhouse (each of which said several Circumstances respectively shall disqualify each Trustee from continuing to act as such, and shall create a Vacancy of the Office held by the Person so disqualified), fit and proper Persons, being Members of the Church of England, shall be appointed by a Court or Authority of competent Jurisdiction to make up the said Number of Twelve Trustees.

Meetings of Trustees.

3. The Trustees shall hold not less than Two General Meetings in each Year for transacting the Business of the Charity, which shall be held in the Schoolhouse of the Grammar School, or at such other convenient Place as the Trustees shall determine, and such Meetings shall be held on the Wednesday in Easter Week and the First Wednesday in the Month of September respectively, unless the Trustees shall in every Year appoint some other Days for the holding thereof; and Notice of every Meeting not being an adjourned Meeting shall be given by the Clerk in Writing to each Trustee Seven clear Days at least before the Time appointed for holding the same; such Notice may be delivered at or sent by Post to the Residence of each Trustee.

Quorum and Proceedings at Meetings.

4. At every Meeting any Four of the Trustees shall form a Quorum, except for the Purpose of appointing a Head Master of the School, for which Purpose a Majority of the Trustees for the Time being shall be required to form a Quorum. So soon after the Time fixed for the holding of any Meeting as a sufficient Number of Trustees shall be present to form a Quorum they shall proceed to elect a Chairman from amongst the Trustees present, and in the event of an Equality of Votes on the Election of Chairman the Question shall be decided between the Persons having such Equality of Votes by Lot; provided that the Trustees may, if they think fit, at the Meeting to be held in the Month of September elect in manner aforesaid a permanent Chairman for the ensuing Year, who shall be re-eligible.

The Acts and Proceedings of a Majority of Votes at any Meeting properly held shall be binding on the whole of the Trustees; but the Trustees or the Majority

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Majority of them present at any subsequent Meeting duly held shall have Power from Time to Time to alter or rescind any Resolution or Direction which may have been come to or given at any previous Meeting; provided that Seven clear Days Notice in Writing shall have been given in manner aforesaid to each Trustee of any Motion to alter or rescind any Resolution or Direction.

The Chairman of every Meeting shall, in the event of an Equality of Votes, have in addition to his original Vote a Second or Casting Vote.

If at any Time there shall not after the Space of Half an Hour from the Time appointed for holding any Meeting be a sufficient Number of Trustees in Attendance to form a Quorum, the Trustees or Trustee who shall be present, or, if there be none present, the Clerk, may adjourn the Meeting until some subsequent Day. The Trustees may likewise adjourn any Meeting as they may think fit. Three clear Days Notice of any adjourned Meeting shall be given to each Trustee by the Clerk in the Manner herein-before directed.

5. Special Meetings of the Trustees may at any Time be called on the Requisition in Writing of Two or more Trustees, and the Clerk on the Receipt of such Requisition shall duly convene such Meeting by giving the requisite Notice in Writing to each Trustee, which Notice shall specify the Object, Time, and Place of the Meeting. No Business shall be transacted at a Special Meeting other than that which shall be mentioned in such Notice. Special Meetings shall be adjourned in the same Manner as Ordinary Meetings. Special Meetings.

6. The Trustees may at any Ordinary or Special Meeting 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 performing any Duty which in the Opinion of the Trustees would be more efficiently executed by a Committee, but the Acts and Proceedings of such Committee shall be submitted to the next General Meeting for Confirmation. Power to appoint a Committee.

7. The Trustees shall provide a Book wherein shall be entered a Minute of their Proceedings at every Meeting, which Minute shall be signed by the Chairman of such Meeting, or of the next succeeding Meeting, and in which Book shall also be entered the Reports of the Committees appointed by the Trustees. The Trustees shall likewise provide all necessary Account Books, wherein shall be entered an Account of the Receipts and Payments on behalf of the Charity. Minute and Account Books.

8. The Trustees may, if they shall see fit, appoint some fit and proper Person to execute the Office of Clerk to the Trustees during their Pleasure, and may allow any such Clerk for his Care and Pains in the Performance of his Office such annual Sum as they shall think fit, not exceeding the Sum of Twenty-five Pounds. Clerk.

9. The Duties of the Clerk shall be to attend the Trustees at their Meetings, to attend and give Information to any Committee of the Trustees, to keep the Accounts of the Charity, and to furnish and send Duplicates or true Copies thereof in manner directed by the Charitable Trusts Acts, or otherwise for the Time being by Law required, to preserve, subject to the Direction of the Trustees, all Vouchers for Payments made on behalf of the Charity, to enter into the Minute Book the Minutes of every Meeting of the Trustees, and the Reports of every Committee that may be appointed, and to perform all such other Duties appertaining to the Office of Clerk in respect of the Charity and the Management thereof as the Trustees shall direct or are by this Scheme directed. His Duties.

10. The Trustees may, if they think proper, from Time to Time appoint some fit and proper Person to be Receiver of the Rents and Profits of the Charity Estates, who shall give such Security for the due Performance of his Duties as the Trustees shall think necessary. Receiver.

[Private.]

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The Trustees may allow to the Receiver such Sum not exceeding Four Pounds per Centum per Annum on the Sums actually received by him as they shall think fit.

Duties of Receiver.

11. The Duties of the Receiver shall be to collect and get in the Rents and Profits of the Charity Estates, to pay the Monies which may from Time to Time come to his Hands to the Bankers of the Trustees, to see that the Tenants properly cultivate the Lands and perform their Covenants and Engagements, and that the Buildings belonging to the Charity are kept properly repaired and insured, once in every Year to render to the Trustees an Account of his Receipts and Payments, with Vouchers for such Payments, and also a Report showing the State and Condition of the Charity Estates and the Buildings thereon, and to attend on the Audit of the Accounts.

Office of Clerk and Receiver may be combined in the same Person.

12. The Trustees may, if they shall think it expedient, appoint One Person to execute the Two Offices of Clerk and Receiver, and may in that Event allow to him in respect of the combined Offices such Sum not exceeding Six Pounds per Centum per Annum on the Sums actually received by him as they may see fit.

Trustee may act as Clerk or Receiver.

13. The Trustees may appoint One of their own Body who may be willing to undertake the Duties gratuitously to execute the Offices of Clerk and Receiver, or either of them, and may allow to him such Sum as he shall actually expend in executing such Office or Offices.

Clerk and Receiver to hold Office during Pleasure. Banker.

14. The Person or Persons who shall from Time to Time execute the Offices of Clerk and Receiver, or either of them, shall hold such Offices respectively during the Pleasure of the Trustees.

15. The Trustees shall appoint some responsible Joint Stock Banking Company or Person or Persons carrying on the Business of Bankers, with whom shall be deposited all Monies of the Charity, and they shall change such Company or Bankers at any Time if they shall see fit.

Cheques.

All Payments on account of the Charity shall be made by Cheques or Orders of at least Two of the Trustees, countersigned by the Clerk, and no such Cheque or Order shall be signed or countersigned except under the Authority of an Order of the Trustees at a Meeting duly convened, provided that the Trustees may make Provision for small and casual Payments by giving the Clerk from Time to Time a Cheque for petty Cash for such Amount, not exceeding Twenty Pounds, as they may think necessary, of which he shall duly dispose and for which he shall account.

Box to be provided.

16. The Trustees shall procure for themselves out of the Funds of the Charity a Fireproof Box or Safe with Two Keys and a secure Lock, which shall be deposited in such secure Place as the Trustees shall select, and in such Box or Safe shall be deposited the Account Books, Deeds, Writings and other Documents belonging to the Charity, together with a List thereof signed by the Clerk, and such Box or Safe shall be kept locked, and One Key thereof be kept by the Clerk and the other by such One of the Trustees as the Majority of them present at any Meeting shall from Time to Time direct.

Duties of the Trustees as to the Charity Property.

17. After the First Day of July One thousand eight hundred and sixty-nine the Power now exercised by the Vicar and Churchwardens of Skipton to grant Leases of the Charity Property shall cease to be exercised by them, and the Trustees shall from Time to Time let and demise the Charity Property (except the Premises used for the Purposes of the Charity) at the best annual Rent or Rents that can reasonably be obtained for the same, either from Year to Year or for any Term or Number of Years not exceeding Twenty-one Years in possession and not in reversion, and without taking any Fine or Premium on the granting of any such Demise, but the Surrender of any existing Term not having more than Three Years to run shall not be considered as a Premium, and on the granting

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of any Lease the Lessee shall execute a Counterpart thereof. All Leases shall contain Covenants on the Part of the Lessee for the due Payment of the Rent, the proper Cultivation of the Land, a Proviso for Re-entry on Nonpayment of the Rent or Nonperformance of the Covenants, and all other usual and proper Covenants applicable to the Property comprised in the Lease, but if it shall at any Time be thought by the Trustees that it would be beneficial to the Charity to grant any longer Term of Years, or to make any other Disposition of any Part of the Charity Property, they shall apply to the Charity Commissioners for England and Wales in pursuance of the Charitable Trusts Acts for Directions thereon.

18. No Person shall act as a Trustee who shall directly or indirectly take a Lease of or hold or occupy the Estate and Property belonging to the Charity or any Part thereof, or any Interest therein, for his own Benefit or for the Benefit of any other Person or Persons, or hold any Office of Profit or Emolument under the Trust, nor shall any Trustee transact any Business for the Charity for Profit.

Trustees not to hold Charity Property.

19. The Trustees shall keep or cause to be kept repaired and insured against Loss or Damage from Fire the Schoolhouses and Premises, the Masters Residences, and also all other Buildings on the Charity Estates, and the Expenses thereof and the ordinary Expenses attending the Execution of the Trust shall be paid by the Trustees out of the Income of the Charity.

Trustees to keep Premises insured.

20. 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 Schoolhouses and Premises and the Buildings appertaining thereto and occupied therewith, and to view the State and Condition thereof, and to hear and take cognizance of any Complaint or Complaints touching the Management thereof; and such Committee shall report any Grievance brought to their Notice to the General Body of the Trustees at their next General Meeting, or, if necessary, at a Special Meeting to be called for such Purpose; such Committee shall annually make a Report of their Proceedings to the General Body of the Trustees, and may report any special Matter, and all such Reports shall be signed by the Persons forming such Committee.

Committee to visit and inspect the School Premises.

21. Whilst the Reverend William Cartman, Doctor of Divinity, the present Master of the School, shall continue such Master, the Charity shall be carried on and the Income shall be applied as follows:—The School shall be carried on in the present Schoolhouse and Premises by the said Master, and by the present Under Master and Usher, such Under Master and Usher holding Office during the Pleasure of the Trustees, who, in case of Vacancy, may appoint another Under Master or Usher to hold Office in like Manner.

Management of Charity whilst Dr. Cartman remains Master.

The Master, Under Master, and Usher shall teach daily (Holidays excepted) in the School, unless they shall be hindered through Infirmary or other reasonable Cause; immediately after Eight of the Clock in the Morning, and shall there faithfully exercise themselves in the Instruction of the Boys until Twelve of the Clock of the Day, and from Two of the Clock in the Afternoon they shall teach and instruct the Boys there until Five of the Clock in the Afternoon.

The Master shall employ a reasonable Portion of each Day in reading with the Scholars some Part of the Word of God, and shall every Morning and Evening read to the Scholars suitable Prayers from the Book of Common Prayer; any Boy may be admitted to the said School according to Priority of Application who is able to read tolerably well in the English Bible; and all Scholars in the School shall proceed in order in the Art of Grammar and Rudiments of the same, with the frequent Use of the Latin Tongue, according to the Capacity and Genius of each One; the Master shall be also required to teach the Boys in the Classics and the higher Branches of Mathematics, and to instruct in

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in the Greek Language any of the Scholars who are sufficiently advanced, at the Request of such Scholars or of their Parents or Guardians; the Under Master shall teach the English Language, History, Geography, Writing, and Arithmetic; the Usher shall assist the Head Master and Under Master in their Departments.

The Master shall not absent himself from the said School except during the Periods of Vacation herein-after mentioned.

There shall be for the said Master, his Assistants, and the Scholars, a Vacation of Five Weeks, to be taken in the Months of June and July, and another of the same Length in the Months of December and January; and there shall also be a Half Holiday on every Wednesday and Saturday.

If the said Master shall not well and faithfully observe and fulfil all and singular the Premises incumbent upon him he shall be removed from Office by the Trustees.

The Trustees shall, out of the Rents and Income of the Charity, retain One hundred Pounds per Annum, to form a Fund for the necessary Repairs of the Buildings on the Charity Estates, and shall pay to the Under Master the Sum of One hundred and thirty Pounds, and to the Usher the Sum of Eighty Pounds, by half-yearly Payments at Whitsuntide and Martinmas in each Year, and shall pay over the Remainder half-yearly at Whitsuntide and Martinmas in each Year to the said Master.

If the said Doctor Cartman shall cease to be Master before the First Day of July One thousand eight hundred and sixty-nine the said Vicar and Churchwardens may appoint a temporary Master in his Room, and may during the same Period temporarily fill up any Vacancy or Vacancies in the Offices of Under Master and Usher; but every Person so appointed temporary Master, Under Master, or Usher shall hold Office only until the First Day of July One thousand eight hundred and sixty-nine.

The temporary Master, Under Master, or Usher so appointed shall perform such Duties as are specified in this Clause, and shall receive such Salaries respectively as shall be fixed by the said Vicar and Churchwardens, but so that the aggregate of such Salaries shall not exceed a Sum at the Rate of Three hundred Pounds per Annum.

No Appointment of a Schoolmaster, Pedagogue, or Chaplain of the School, except such temporary Master as in this Clause mentioned, shall be made until the Twenty-fourth and following Clauses of this Scheme shall have come into operation.

Retiring
Pensions.

22. The said Doctor Cartman having expressed his Willingness to resign the Office of Master on a retiring Pension of Two hundred Pounds, the annual Sum of Two hundred Pounds shall be paid to him by the Trustees accordingly during his Life by equal half-yearly Payments, to commence from the happening of whichever of the following Events shall last happen, viz. :—

1. The Resignation by the said Doctor Cartman of his said Office :
2. The Delivery up of the School Premises to the Trustees :
3. The Resignation by the present Under Master and Usher respectively of their Offices, and their respectively ceasing to hold Office and performing all Acts consequent thereon to the Satisfaction of the Trustees :

A retiring Pension of Fifty Pounds a Year shall be paid by the Trustees to the Reverend John Cartman, the Under Master of the School, during his Life by equal half-yearly Payments, to commence from the same Period as the said retiring Pension of Two hundred Pounds.

Provisions for
future Manage-
ment of School.

23. When the said Doctor Cartman shall have resigned his Office, or on the First Day of July One thousand eight hundred and sixty-nine, if the said Doctor Cartman shall have resigned his Office before that Day, the Charity shall be regulated by the Provisions herein-after contained.

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THE UPPER SCHOOL.

24. There shall be a Head Master and Second Master of the School, and such other Masters and Lecturers as the Trustees shall judge necessary. Masters.

The Head Master shall be a Clergyman of the Church of England, and in Priest's Orders, and a Graduate of Oxford or Cambridge of the Degree of Master of Arts at the least.

Each Master shall be a Member of the Church of England, and well qualified in Learning and Morals to fill the Office.

25. The Head Master shall be appointed by the Trustees.

Appointment
of Masters.

The Second Master and all other Masters and Lecturers shall be appointed by the Head Master from Time to Time with the Sanction and Consent of the Trustees; provided always, that no such other Masters and Lecturers shall be appointed if their Stipends will not leave enough Income in each Year to pay the Master and Second Master, and the Expenses of the English School. The Second Master and such other Masters and Lecturers when appointed shall, so far as regards his or their Duties in the School, be wholly under the Control of the Head Master.

26. The Head and Second Masters for the Time being of the School shall respectively occupy the Houses (if any) provided for them, but shall occupy the same in their official Characters, and shall not be deemed to be Tenants thereof, and shall be compelled, if removed from his or their Office or Offices, to deliver up Possession of such Premises at such Times and to such Persons as the Trustees shall direct, and they shall not underlet, or permit or suffer any other Person or Persons than himself or themselves, and Family and Visitors, and the Masters of the Schools, and the Boarders authorized by this Scheme to be taken, to use or occupy any Part of the said Premises.

Head and
Second Masters
to reside in
Houses pro-
vided for them.

27. Neither the Head Master nor any other Master or Lecturer shall at any Time during his Tenure of Office hold, receive, or exercise any Benefice or Appointment having the Cure of Souls, nor (without the Consent of the Trustees) hold any other Office or Appointment.

Masters not to
accept Cure of
Souls or other
Appointment.

28. The Head Master shall be removed from his Office only in the Manner herein-after mentioned; (that is to say,) at a Meeting of the Trustees held after Notice in Writing given in manner herein-before mentioned, in which Notice it shall be stated that at the said Meeting it is intended to propose the Removal of the Head Master from his Office, and at which Meeting there shall be present not less than Half of the Trustees for the Time being, a Resolution may be proposed for the Removal of the said Master, and if the same shall be carried by at least Two Thirds of the Trustees so present, the same shall be entered on the Minutes; and if the said Resolution shall, at any subsequent Meeting called with a like Notice, and in which Notice shall be set forth the former Resolution, and at an Interval of One Calendar Month at the least, whereat the same Number of Trustees at least shall be present as last aforesaid, be confirmed by Two Thirds of those present, the same Head Master shall be considered as removed on the Day of such Confirmation, and his Office shall be vacant on and from that Day; such Resolution and the Confirmation thereof as aforesaid shall be entered and preserved in the Minutes of Proceedings.

Removal of
Head Master.

29. All other Masters and Lecturers of the School shall hold their respective Offices during the Approbation of the Trustees.

Other Masters
to hold during
the Approba-
tion of the
Trustees.

30. The Salaries of the Masters shall be as follows; viz., the Head Master, in addition to his Share of the Capitation Fees, shall be paid a yearly Salary not exceeding Two hundred and fifty Pounds; the Second Master, in addition to his Share of the Capitation Fees, shall be paid a yearly Salary not exceeding One hundred and fifty Pounds; and any other Master shall be paid a yearly Salary

Masters
Stipends.

[Private.]

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not exceeding One hundred Pounds, unless some other Sum or Sums shall be approved and authorized by the Charity Commissioners as and for the Salaries of such Head, Second, or other Masters, as the Case may be.

Payment of Salaries.

31. The said several Salaries shall be paid by the Trustees quarterly out of the General Income of the Charity on the 25th Day of March, the 24th Day of June, the 29th Day of September, and the 24th Day of December in every Year; and any Master appointed during an Interval between such quarterly Days shall be entitled to be paid his Salary and his Share of the Capitation Fees herein-after mentioned in proportion only up to the quarterly Day next following his Appointment; and any Master or the Representatives of any Master who shall die, resign, or be removed between such quarterly Days shall only be entitled to be paid a proportionate Part of his Salary and of his Share of the Capitation Fees up to the Day of Death, Resignation, or Removal.

Admission of Scholars.

32. The School shall be open to Children of Parents of all religious Tenets; all Boys of good Character of the Age of Eight Years and upwards, able to read and write, having some Knowledge of the First Four Rules of Arithmetic, and not afflicted with any infectious or noisome Disease, shall be entitled, to the Extent of the Capacity of the School to accommodate Scholars, to Admission to the School, subject to the Payment of such Sums as are by this Scheme provided to be paid; provided always, that so far as relates to the Capacity of the School to accommodate the Scholars, a Preference shall be given to the Boys being the Children of Parents who reside in the Parish of Skipton (which Expression is to be deemed herein-after to mean the ancient Parish of Skipton), and as between such last-mentioned Children Priority of Application shall, if necessary, determine the Right of Admission. No Scholar shall be entitled to remain in the School after he shall have attained the Age of Nineteen Years.

Application for Admission to the School shall be made to any of the Trustees or to the Head Master, according to a printed Form, to be approved by the Trustees for that Purpose, and delivered to all Persons applying for the same.

Capitation Fees.

33. All Scholars, being the Children of Parents actually and bonâ fide residing in the Parish of Skipton, shall pay a Sum not less than Three Pounds or more than Four Pounds per Annum, and all other Scholars, including Boarders, shall pay a Sum twice as much as the Capitation Fees for the Time being fixed to be paid by the Children of Parents residing in the Parish of Skipton; such Capitation Fee shall be paid quarterly in advance to the Trustees; provided that such Fees may be excused to the Exhibitioners herein-after mentioned.

Apportionment of Capitation Fees.

34. The said Capitation Fees shall be divided half-yearly as follows; viz., One Half thereof shall be paid to the Head Master, One Quarter thereof to the Second Master, and the remaining Quarter shall be carried to the General Account of the Charity.

Boarders.

35. The Head and other Masters, with the Consent of the Trustees, shall be at liberty to take so many Boarders as the Trustees shall determine. The Boarders shall be instructed in the School in common with the other Boys there, and without any Distinction whatsoever, and shall pay the Capitation Fees herein-before provided. All the Masters may, subject to such Conditions as the Trustees may direct, take Day Boarders.

Instruction to be given in the School.

36. The Instruction to be afforded in the School shall be in the Principles of the Christian Religion, according to the Doctrines of the Church of England (subject as herein-after mentioned), and in the Greek, Latin, French, and German Languages and Literature, Writing, Arithmetic, Land Surveying, Book-keeping, Geography, Mathematics, Drawing, General English Literature and Composition, Sacred and Profane History, the Principles of Chemistry and Physical Science generally, and such other Branches of Education as shall from Time to Time

in

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in the Judgment of the Trustees be necessary to render the Foundation of the most general Use and Benefit, and so as to give the Boys a sound religious, moral, and liberal Education; provided that it shall not be necessary that all the above Subjects be taught in every Class or Division of the School, but the Trustees may from Time to Time prescribe which of them shall be taught in each Class or Division, so as the Study of the Classics be not excluded; provided also, that the Head and Second Masters shall not be obliged to teach French, German, or Drawing, and the Trustees may require the Payment from each Boy who shall be taught French of the annual Sum of 2*l.* 2*s.*, and a like Sum for German, and a like Sum for Drawing, which Sums respectively shall be paid to the Masters who shall teach French, German, or Drawing respectively, subject to such Conditions as the Trustees may from Time to Time prescribe.

37. Prayers shall be read by One of the Masters every Morning and Evening in the School, and Religious Instruction shall be given at such Times as the Head Master shall appoint, by teaching and explaining the Holy Scriptures, and by instructing in the Catechism and Doctrines of the Church of England those Boys whose Parents or Persons standing to them in loco parentis shall not object in Writing to their receiving such Instruction.

Religious
Instruction.

38. Every Boy received in the School shall at all Times conform to the Rules which may from Time to Time be made for the Government thereof, and shall be liable to Expulsion or Removal by the Trustees upon any Breach thereof, or upon immoral or indecent Conduct or Insubordination, or for Nonpayment of Fees, or for gross and continued Inattention to Study, or other sufficient Cause; and in case of Misconduct on the Part of any Boy the Head Master shall have Power immediately to suspend him until the next Meeting of the Trustees, when the Cause of such Suspension shall be submitted to the Meeting.

Boys to conform to Rules.

39. Subject to the Directions herein contained the Discipline of the School and internal Regulation and Management thereof, the Hours of Attendance, and the Holidays to be allowed therein, shall be under the Direction and Control of the Head Master, except that there shall be a Half Holiday on every Saturday, unless a whole Holiday shall be specially given therein, and not more than Two Holidays (whole or Half) in any One Week, and that the Vacations shall not together exceed Twelve Weeks in the Year, except on special Occasions, and then only by the Direction of the Trustees.

Internal
Discipline of
Schools.

40. Subject to the Provision contained in Clause 58 of this Scheme, all printed Books, Papers, Pens, and other Stationery necessary for the Use of the Scholars shall be provided and found by or at the Expense of the Parents, Relations, or Friends of the Scholars.

Books and
Stationery.

41. A Register shall be kept by the Head Master of all Applications for Admission to the School in the Order of Date in which the same shall have been received, and he shall also keep a Register containing the Name, Age, and Description of each Boy, with the Date of his Admission to the School and of his leaving the same, and the Names of the Boys shall in such last-mentioned List be placed alphabetically, and both such Registers shall be at all Times open to the Inspection of the Trustees and of all Persons authorized by them or any Two of them.

Register of
Applications
and Admis-
sions to be
kept.

42. A Report in Writing as to the State and Progress of the School and the Number of Scholars therein, distinguishing Day Boys from Boarders, shall at Midsummer and Christmas in every Year be sent by the Head Master to the Trustees.

Report as to
the School.

43. There shall be an annual Examination of the Boys at the School, and the Trustees shall annually appoint some fit and proper Person or Persons, being Graduates of Oxford or Cambridge, and not resident within Ten Miles of the Schoolhouse, to conduct such Examination, and shall be at liberty to pay each such

Annual
Examination.

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such Examiner a Sum not exceeding Ten Pounds Ten Shillings for a Fee, and a reasonable Sum for Expenses. Such Examination shall take place One Week previously to the School breaking up for the Midsummer Vacation, or at such other Time as the Trustees shall appoint. The Examiner or Examiners shall report the Result to the Trustees, who shall take such Report into consideration with reference to the Appointment of Exhibitioners and the Distribution of Prizes.

Prizes.

44. The Trustees shall yearly, after every Examination, distribute such and so may Prizes as they may think fit among the meritorious Scholars who shall distinguish themselves for Learning and good Conduct, and who in the Judgment of the Examiner and Head Master shall be most deserving of the same; provided that the total Value of the Prizes distributed upon such Examination shall not exceed Twenty Pounds, and that no single Prize shall exceed in Value the Sum of Three Pounds.

THE ENGLISH SCHOOL.

English School to be under the Control of Master.

45. The English School shall be conducted in Premises separated from those of the Upper School under a Master.

Appointment and Salary of Master.

46. The Master of the English School shall be appointed by the Trustees, and shall hold his Office during their Pleasure; he shall be a Member of the Church of England. His Salary shall be such Sum, not exceeding One hundred and fifty Pounds per Annum, as the Trustees shall appoint.

Residence of Master.

47. The Master shall reside in the House (if any) provided for that Purpose, but he shall occupy the same in respect of his official Character and Duties only and not as Tenant, and shall be compelled, if removed from his Office, to deliver up Possession of such Premises at such Times and to such Persons as the Trustees shall direct, and he shall not underlet, or permit or suffer any other Person or Persons other than himself and Family and Visitors and the Under or Assistant Master to use or occupy any Part of the said Premises.

Under Master may be appointed.

48. The Trustees may appoint an Under or Assistant Master to the School, and may pay him such Salary not exceeding Seventy Pounds a Year as they shall think fit; he shall be a Member of the Church of England, and shall hold his Office during Pleasure.

Gratuities to Masters.

49. The Trustees may, if they shall see fit, pay to the Masters, as an Encouragement to Exertion, such Proportion of the Capitation Fees hereinafter mentioned, or such Gratuity half-yearly from such Fees, as they may think fit.

Pupil Teachers may be employed.

50. The Trustees may employ Pupil Teachers and pay them according to the Rate laid down by the Committee of Privy Council on Education.

Qualification of Boys.

51. All Boys of the Age of Six Years and upwards who are able to read, and not afflicted with any infectious or noisome Disease, shall be admissible to the School; but no Boy shall remain therein after he shall have attained the Age of Sixteen Years, unless by the express Permission of the Trustees.

Capitation Fees.

52. Every Boy not being a Child of Parents actually and bonâ fide residing in the Parish of Skipton shall pay weekly or monthly in advance, as the Trustees shall direct, such a Sum not less than Sixpence, or more than Twelvepence per Week, as the Trustees shall from Time to Time determine. The Trustees may, if they think proper, require Boys, being the Children of Parents actually and bonâ fide residing in the Parish of Skipton, to pay in like Manner Capitation Fees not exceeding Sixpence each per Week. Such Capitation Fees shall be carried to the General Account of the Charity.

Subjects of Instruction.

53. The Subjects of Instruction in the English School shall be in the Principles of the Christian Religion according to the Doctrines of the Church of England

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England (subject as herein-after mentioned), and in Reading, Writing, and Arithmetic, Book-keeping, Land Surveying, General English Literature and Composition, Geography, and such other Subjects of Education as to the Trustees shall from Time to Time seem proper.

54. The Clauses of this Scheme numbered 37, 38, 39, 41, and 42 shall apply to the English School as well as to the Upper School, except that in Clauses 39, 41, and 42 the Master of the English School shall be substituted for the Head Master.

Certain Clauses applicable to English School.

55. There shall be a public Examination of the Boys yearly or half-yearly, as shall be determined from Time to Time by the Trustees, and such Examination shall be conducted by such Person, being a Graduate of One of the English Universities, as the Trustees may appoint; and the Trustees may pay to such Examiner such Sum not exceeding Five Pounds Five Shillings as they shall see fit; and the Trustees shall request the Attendance of an Inspector from the Committee of Privy Council on Education at such Examination.

Examination.

56. The Trustees shall, after such Examination, distribute as Rewards for Scholarship and good Conduct such and so many Prizes not exceeding in the whole in Value Seven Pounds Ten Shillings, as they shall see fit.

Prizes.

57. If any Boy deemed worthy of a Prize under the preceding Provision shall desire to go to the Upper School, and the Trustees shall consider that the Circumstances of his Parents or Friends justify such a Step, they may appoint him as an Exhibitioner in the Upper School, in which Case he shall be excused from paying Capitation Fees there, and shall be paid such annual Sum, not being less than Five Pounds nor more than Ten Pounds, as the Trustees shall determine, during Three Years, to encourage him to remain there; provided that there shall not be more than Six Exhibitioners at the same Time.

Exhibitioners to Upper School.

58. The Trustees shall be at liberty when and so often as they shall think fit to find and provide Books, Paper, Pens, and other Stationery necessary for the Use of the Scholars attending the English School, and in special Cases, if they shall think it expedient, for the Use of Boys (the Children of poor Parents) attending the Upper School.

Books and Stationery for English School.

NEW BUILDINGS FOR BOTH SCHOOLS.

59. The Trustees shall, as soon as conveniently may be after Dr. Cartman shall cease to be Master of the School, provide Schools and Schoolhouses and Masters Residences for the said Schools, with Playgrounds convenient thereto, on a Site and according to Plans and Specifications to be approved of by the Court of Chancery or the Charity Commissioners. The Trustees may, with such Approbation, make use of any Part of the present Schoolhouse and Residence and the Buildings occupied therewith for those Purposes, and may rebuild the same; any Part not so made use of shall be let in the same Manner as the other Property of the Charity.

New School Buildings.

Until the Completion of the new Buildings the Trustees may make Arrangements by hiring or otherwise for carrying on the Schools, or either of them, in the present Schoolhouse and Buildings or elsewhere, so that the Continuance of the Schools may not be interrupted.

The Trustees may raise the Money required for such Site and Buildings, after the Sale of the Stock belonging to the Charity and the Application of the Proceeds thereof and of any Monies in their Hands not required for the Purposes of the Trust, by Mortgage of any Part of the Charity Estate not used for the Purposes of the Charity.

The Money expended on such Site and Buildings shall be recouped to the Capital of the Charity, and the Trustees shall with that Object annually set

[Private.]

Skipton Grammar School Act, 1867.

apart out of the Income of the Charity a Sum equal to One Thirtieth Part of the whole Amount expended, and accumulate the same and the Income thereof by Investment in Government Securities, and they may from Time to Time apply the Fund in or towards Repayment of any Sum borrowed.

The Trustees shall be at liberty from Time to Time to reborrow upon Mortgage as aforesaid the Amount raised, or any Portion thereof, if and when called in.

Exhibitions
or Scholarships
may be esta-
blished.

60. If at any Time hereafter the Income of the Charity shall be sufficient for the Purpose, and Circumstances shall render it desirable, the Trustees may, with the Sanction of the Charity Commissioners or of the Court of Chancery, establish Exhibitions or Scholarships tenable either at the School or after leaving the School, to be awarded to meritorious Boys after Examination, and to be of such Value respectively and under such Regulations and Conditions as the Trustees with such Sanction as aforesaid shall from Time to Time determine.

Scheme to be
printed.

61. This Scheme shall be printed, and a Copy thereof given to every Person who shall be or become a Trustee of the Charity or a Master of the Schools.

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1867.

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