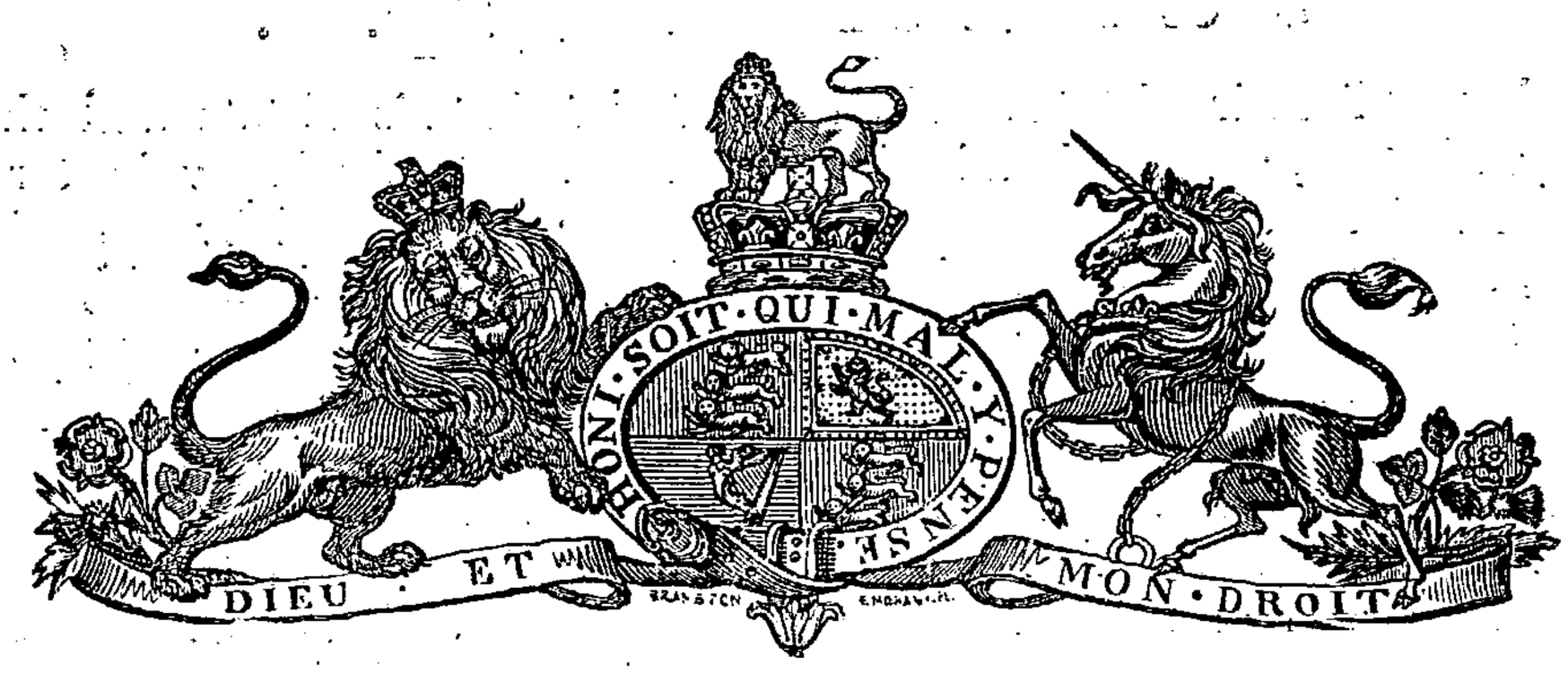


ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

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Produce of their Estates called the *Saint Peter*'s Estate and the Fabric Estate, and also in addition to the Amount raised by voluntary Subscriptions for making good the Damage occasioned by the said Fire, and have incurred considerable Debts, which remain unpaid, and the clear annual Income of the said Estates, after defraying the ordinary Charges thereon, is inadequate to discharge the Principal of the said Debts: And whereas a Particular of the said Debts now remaining unpaid is contained in the First Schedule to this Act: And whereas the Roof of the Nave and the Interior of the South-western Tower of the said Cathedral Church, with the Clock and Bells therein, were destroyed by Fire on the Twentieth Day of *May* One thousand eight hundred and forty, and the Expence of reinstating the same has been estimated at the Sum of Twenty-five thousand Pounds, and the Sum of Fourteen thousand Pounds or thereabouts has been contributed by public Subscription towards the Restoration of the same: And whereas the North Transept of the said Cathedral Church is in a very dangerous State, and a considerable Outlay will be required to preserve the same, and other Parts of the said Cathedral Church are in a State of great Dilapidation, and the Expence of such last-mentioned Repairs is estimated at the Sum of Twenty-eight thousand two hundred Pounds: And whereas it is expedient that the Dean and Chapter of the said Cathedral and Metropolitical Church should be authorized to raise, in the Manner herein-after mentioned, a considerable Sum of Money for the Purpose of discharging the said Debts already incurred as aforesaid and still remaining unpaid, and enabling the said Dean and Chapter to proceed with the Restoration and Repairs of the said Cathedral Church: And whereas the said Dean and Chapter are seised of an Estate situate at *Bishop Burton* in the said County of *York* as Part of their common Estate: And whereas the said Estate at *Bishop Burton* aforesaid hath for a long Time past been accustomably leased by the said Dean and Chapter for the Time being to a Lessee or Lessees for Three Lives, at and under the yearly Rent of Thirty-seven Pounds, and the existing Lease thereof hath from Time to Time been renewed on the dropping of each Life upon Payment of an adequate Fine: And whereas by an Indenture bearing Date the Twelfth Day of *April* One thousand eight hundred and thirty-six, and made between the said Dean and Chapter of the First Part, *Richard Watt* of *Bishop Burton* aforesaid, Esquire, of the Second Part, and *William Mills*, *John Robert Mills*, and *Joshua Mills*, all of the said City of *York*, Gentlemen, of the Third Part, the said Dean and Chapter, for the Considerations therein mentioned, did, for themselves and their Successors, demise, grant, and to farm let unto the said *Richard Watt*, his Heirs and Assigns, all that their Parsonage and Rectory of *Bishop Burton* aforesaid, appropriated to the Common of the said Church of *York*, with all Manner of Glebe Lands, Tithes, Money Payments and Lands in lieu of Tithes, Commodities and Hereditaments, with all and singular their Appurtenances whatsoever, of, in, or to the same Parsonage and Rectory and other the Premises belonging or in anywise appertaining, (Jurisdiction, Spiritual and Temporal, Woods and Underwoods, Wards, Marriages, Reliefs, Fines, Heriots, the Advowson and Gift of the Vicarage of *Bishop Burton* aforesaid, and the Portion of the Vicar to the said Dean and Chapter always excepted and reserved,) to have and to

Lease of the Bishop Burton Estate by the Dean and Chapter to R. Watt, Esq. for Three Lives, 12th April 1836.

hold the same to the said *Richard Watt*, his Heirs and Assigns, from the making thereof, for and during the natural Lives of the said *Richard Watt*, then aged Forty-nine Years or thereabouts, *Francis Watt*, then aged Twenty-two Years or thereabouts, Son of the said *Richard Watt*, then a Cornet in the Third Regiment of Dragoon Guards, and of *Anthony Atkinson* the younger, then aged Fourteen Years or thereabouts, Son of *Anthony Atkinson* of *Beverley* in the County of *York*, Gentleman, and the Life of the longest Liver of them, yielding and paying therefore yearly and every Year, during the Lives aforesaid, and the Life of the longest Liver of them, unto the said Dean and Chapter and their Successors, or their Chamberlain or Receiver of the same Church for the Time being, to their Use, the Sum or yearly Rent of Thirty-seven Pounds of good and lawful Money at the Times and Place therein mentioned, and also paying unto the said Dean and Chapter and their Successors the Sum of Ten Pounds yearly for Augmentation of poor Vicarages and Curateships: And whereas the said *Richard Watt* has offered the Sum of Fifteen thousand five hundred Pounds for the Purchase of the reversionary Interest of the Dean and Chapter in the said Estate: And whereas the Particulars of the said Estate at *Bishop Burton* are contained in the Second Schedule to this Act: And whereas the Sum of Fifteen thousand five hundred Pounds, so offered by the said *Richard Watt* for the Purchase of the said Estate, far exceeds the Price which upon any ordinary Calculation would be considered to be the fair Value of the Interest of the said Dean and Chapter therein as Reversioners under the said recited Indenture of Lease, and it would therefore be very advantageous for the said Dean and Chapter if the Sale of the said Estate to the said *Richard Watt* were carried into effect: And whereas the Benefice with Cure of Souls of the Parish of *Bishop Burton* aforesaid is a Vicarage in the Patronage of the said Dean and Chapter, and the net yearly Income of the said Benefice, according to the Return made to the Ecclesiastical Commissioners in the Year One thousand eight hundred and thirty-one, is One hundred and ten Pounds: And whereas the said Dean and Chapter are desirous of augmenting the Income of the said Vicarage of *Bishop Burton*, and have therefore proposed that in case the said Sale shall be completed the Sum of One thousand Pounds, Part of the said Purchase Money of Fifteen thousand five hundred Pounds, shall be paid to the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, in order that the same may be applied by such Governors for the Augmentation of the said Vicarage; and the said Dean and Chapter are desirous, that in case the said Sale shall be completed the Sum of Fourteen thousand five hundred Pounds, the Residue of the said Purchase Money, shall be paid over to the Persons herein-after authorized to receive the Money directed to be raised under the Provisions of this Act, (in order that the same may be applied for the Purposes of this Act in manner herein-after mentioned,) and shall be considered as a Loan by the said Dean and Chapter out of their common Estate to the said Dean and Chapter in their Character of Trustees of the said Estates called *Saint Peter*'s Estate and the Fabric Estate, to be repaid out of the Rents and Profits of the same last-mentioned Estates by

Instalments

Instalments without Interest, in the Manner herein-after expressed; and that the Money to be so repaid shall be laid out in the Purchase of other Lands or Hereditaments, to be held upon the same Trusts and for the same Purposes as the said Estate at *Bishop Burton* would have for the Time being been subject to in case this Act had not been passed and the Lease of the said Estate had expired; and that until the said Money shall be so laid out, the annual Produce thereof shall be applicable in the same Manner as the Rents and Profits of the Hereditaments to be purchased therewith would for the Time being be applicable: And whereas the several Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty, on the humble Petition of the said Dean and Chapter, 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 it shall be lawful for the said Dean and Chapter of the said Cathedral and Metropolitical Church of *Saint Peter* of *York*, and their Successors, to borrow and take up at Interest, in the Manner next herein-after mentioned, any Sum or Sums of Money not exceeding in the whole the Sum of Twelve thousand Pounds, and as a Security for the Money so to be borrowed by Indenture or Indentures under their Common Seal to demise all or any Part or Parts of the Manors, Messuages, Lands, Tenements, Rents, or Hereditaments of or belonging to the said Dean and Chapter situate in the Parish of *Topcliffe* in the North Riding of the County of *York*, being Part of the said Estate called the Fabric Estate, and the Particulars whereof are set forth in the Third Schedule to this Act, to any Person or Persons, Body or Bodies Politic or Corporate, who shall be willing to lend or advance the same, or to such Person or Persons as such Lender or Lenders may nominate or appoint, for any Term or Terms of Years, but to be subject to a Proviso in each such Mortgage to be contained for the Cesser of every such Term of Years on Payment to the Party or Parties, Body or Bodies Politic or Corporate, who shall advance the same or any Part or Parts thereof, his, her, or their Executors, Administrators, Successors, or Assigns, of the Principal Sum or Sums to be borrowed, and such Interest as shall become due for the same, at the Times and in manner herein-after mentioned; (that is to say,) the Interest thereof, or of so much thereof as from Time to Time shall remain unpaid, at such Rate, not exceeding Five Pounds *per Centum per Annum*, as shall be agreed upon, to be paid by equal half-yearly Payments on the Days to be therein appointed, and One Fortieth Part of the Principal Money at the End of the Third Year from the Day of advancing or lending such Sum or Sums of Money respectively, and a like Fortieth Part of the Principal Money at the End of each Year of the succeeding Thirty-nine Years, which Mortgage or Mortgages, when so made, after the same shall have been registered in the Office of the Registrar of the Diocese of *York*, shall bind the Estate or Property comprised therein until the Principal Money, Interest, and Costs shall be paid off, or shall cease to remain a Charge thereon under the Provisions of this Act.

Power to the Dean and Chapter to borrow 12,000*l.* on Mortgage, for a Term of Years, of all or any Part of their Estates in the Parish of Topcliffe;

to be repaid in Forty-three Years.

II. And

Power of Distress if Interest or Instalment of Principal in arrear more than Forty Days;

but no more to be recoverable than One Year's Arrear of Interest and the last Instalment of Principal.

II. And be it enacted, That whenever the Principal Money or Interest to be secured by any such Mortgage, or any Part thereof respectively, shall be in arrear for more than Forty Days after the same respectively shall become due, it shall be lawful for the Mortgagee or Mortgagees, his, her, or their Executors, Administrators, Successors, or Assigns, to recover the same respectively, or so much thereof respectively as shall be then due, and the Costs and Charges attending the Recovery thereof, by Distress and Sale of any Goods and Chattels of the said Dean and Chapter which may be in or about the same Premises, in such Manner as Rents may by Law be recovered by Landlords from their Tenants: Provided nevertheless, that no such Mortgagee, his, her, or their Executors, Administrators, Successors, or Assigns, shall be entitled to recover, by Distress and Sale, in the Manner herein-before mentioned, any more for Interest than the Arrear of Interest which shall have accrued for the Year next preceding the last half-yearly Day of Payment of Interest, or any more for Principal than the Instalment of Principal Money which shall have fallen due on the last yearly Day for Payment of the Instalments of Principal Money.

Power to receive Rents if Interest or Principal in arrear Forty Days.

III. And be it enacted, That in case any Principal Money or Interest to be secured by any such Mortgage as aforesaid, or any Part thereof respectively, shall at any Time or Times be in arrear by the Space of Forty Days next after any of the Days to be appointed for the Payment thereof, then and so often (although there shall not have been any legal Demand made thereof) it shall be lawful for the Person or Persons or Body Politic or Corporate whose Principal Money or Interest, or any Part thereof respectively, shall be so in arrear, to give Notice thereof to any Tenant or Tenants of any of the Lands, or Occupier or Occupiers of Lands subject to any Rent-charges in lieu of Tithes which shall be comprised in such Mortgage, and by such Notice to require him, her, or them to pay such Principal Money or Interest, or such Part thereof respectively as shall be so in arrear, to the Person or Persons or Body Politic or Corporate giving such Notice, and his, her, or their Executors, Administrators, Successors, or Assigns; and from and after such Notice such Tenant or Tenants, Occupier or Occupiers, or his, her, or their Executors, Administrators, or Assigns, shall pay his, her, or their Rent or Rents (due at the Time of such Notice and thereafter to grow due) to the Person or Persons or Body Politic or Corporate giving such Notice, and his, her, or their Executors, Administrators, Successors, or Assigns, until therewith and thereby or otherwise the same Principal Money and Interest, or so much thereof respectively as shall be so in arrear, and all Costs and Charges to be occasioned by the Nonpayment thereof respectively, shall be paid and satisfied; and in case any such Rent or Rents shall be in arrear or unpaid by such Tenant or Tenants, Occupier or Occupiers, or his, her, or their Executors, Administrators, or Assigns, the Person or Persons, Body Politic or Corporate giving such Notice, and his, her, or their Executors, Administrators, Successors, or Assigns, shall, until his, her, or their Principal Money and Interest, or so much thereof respectively as shall be so in arrear or unpaid, and all Costs, Charges, or Expences occasioned by the Nonpayment thereof, shall be paid and satisfied

satisfied with respect to such Tenant or Tenants, Occupier or Occupiers, and his, her, or their Executors, Administrators, or Assigns, from Time to Time have the same Right of Distress and Remedy by Action for the Recovery of the Rent in arrear as the said Dean and Chapter for the Time being would or might have had if such Notice had not been given; and the Tenant or Tenants, Occupier or Occupiers, to whom such Notice shall be so given, his, her, or their Executors, Administrators, or Assigns, shall not be liable to the Payment of his, her, or their Rent or Rents (due at the Time of such Notice or thereafter to grow due), or any Part thereof respectively, unto the said Dean and Chapter, or their Successors, until by or out of such Rent or Rents or otherwise the Principal Money and Interest of the Person or Persons or Body Politic or Corporate giving such Notice, or so much thereof respectively as shall be so in arrear, and every Part thereof respectively, and all Costs, Charges, and Expences occasioned by the Nonpayment, shall be paid and satisfied: Provided always, that no such Notice as aforesaid shall or may be given in respect of any Arrears of Interest which shall have been due for more than One Year next preceding the last half-yearly Day of Payment of Interest for the Time being, or in respect of any Principal Money which shall have fallen due before the last yearly Day for Payment of the Instalment of Principal Money for the Time being.

The Governors of Queen Anne's Bounty may advance any Sum or Sums authorized to be raised by this Act.

IV. And be it enacted, That it shall be lawful for the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy to advance and lend, at One or more Time or Times, out of the Money which has arisen or shall from Time to Time arise from that Bounty, or from Grants by Parliament in aid thereof, all or any Part of the Sum or Sums of Money by this Act authorized to be raised by way of Mortgage as aforesaid; and such Mortgage or Mortgages as aforesaid shall be made for Repayment, in manner aforesaid, by Instalments of the Principal Sum or Sums so to be advanced, with Four Pounds *per Centum per Annum* Interest for the same respectively, by such half-yearly Payments as aforesaid.

Dean and Chapter to pay Mortgage Monies by Forty annual Instalments.

V. And be it enacted, That the said Dean and Chapter of the said Cathedral and Metropolitical Church, and their Successors, shall and they are hereby required to pay and discharge yearly, at the End of the Third Year from the making of each Mortgage to be made under the Provisions herein-before contained, and at the End of each Year of the succeeding Thirty-nine Years, One Fortieth Part of the Principal Money thereby to be secured, until the whole of such Money shall be discharged, and also from Time to Time to pay the Interest which shall become due on such Principal Money, or on such Part thereof as for the Time being shall remain unpaid.

The Money borrowed by the Dean and Chapter to be paid to the Chapter Clerk and

VI. And be it enacted, That the Monies so to be borrowed by the said Dean and Chapter shall be paid into the Hands of *Charles Alfred Thiselton*, Chapter Clerk and Treasurer of the said Dean and Chapter, or other the Chapter Clerk and Treasurer for the Time being of the said Dean and Chapter, and *William Gray* the younger, of the City of *York*, Gentleman, whose Receipts shall be a sufficient Discharge

to the Person or Persons or Body or Bodies Politic or Corporate who shall advance and pay the Money; and the said *Charles Alfred Thiselton*, or other the Chapter Clerk and Treasurer for the Time being of the said Dean and Chapter, and the said *William Gray* shall be possessed of the Monies to be paid to them as aforesaid upon the Trusts herein-after expressed concerning the same. William Gray the younger.

VII. And be it enacted, That from and immediately after the passing of this Act it shall be lawful for the said Dean and Chapter, and they are hereby authorized, on Payment by the said *Richard Watt*, his Heirs, Executors, Administrators, or Assigns, of the Sum of Fifteen thousand five hundred Pounds of lawful Money of the United Kingdom, to the said *Charles Alfred Thiselton*, or other the Chapter Clerk and Treasurer for the Time being of the said Dean and Chapter, and the said *William Gray*, (whose Receipts shall be a sufficient Discharge for the same,) by any Deed or Deeds under their Common Seal, at the Costs and Charges of the said *Richard Watt*, his Heirs or Assigns, to convey and assure the said Parsonage and Rectory of *Bishop Burton* aforesaid, and the Messuages, Lands, and other Hereditaments the Particulars whereof are specified in the Second Schedule to this Act, with all and singular the Woods, Underwoods, Rights, Members, and Appurtenances thereto belonging, but excepting all Jurisdiction Spiritual and Temporal, and the Advowson and Gift of the Vicarage of *Bishop Burton* aforesaid, unto and to the Use of the said *Richard Watt*, his Heirs and Assigns for ever, or as he or they shall direct, freed and absolutely discharged from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever of them the said Dean and Chapter, and their Successors, and of all and every other Person and Persons claiming or to claim any Estate or Interest therein, as Part or Parcel of the Estate of the said Dean and Chapter of *York*. The Dean and Chapter empowered to carry into effect the Agreement for Sale to Mr. Watt.

VIII. And be it enacted, That when and so soon as the said Sum of Fifteen thousand five hundred Pounds shall have been paid by the said *Richard Watt*, his Heirs, Executors, Administrators, or Assigns as aforesaid, the said *Charles Alfred Thiselton*, or other the Chapter Clerk and Treasurer for the Time being of the said Dean and Chapter, and the said *William Gray*, shall forthwith give Notice in Writing of the Receipt thereof to the Ecclesiastical Commissioners for *England*, stating the Day on which the same shall have been received, and shall thereout pay the Sum of One thousand Pounds Sterling to the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, (the Receipts of whose Treasurer shall be a sufficient Discharge for the same,) to the End and Intent that the said Sum of One thousand Pounds shall be appropriated by the said Governors for the Augmentation of the Benefice of the Vicarage of *Bishop Burton* aforesaid, and shall accordingly be applicable and disposable by them for the Benefit of such Benefice, in such and the same Manner, and with such and the same Powers of Investment, and other Powers and Authorities in all respects, according to the Rules and Regulations of the said Governors for the Time being, as if the same had been appropriated by the said Governors for the Augmentation of such Benefice out of the general Funds of the said Governors. On Receipt of the Purchase Money 1,000*l.* to be paid to the Governors of Queen Anne's Bounty for Augmentation of the Vicarage of Bishop Burton.

IX. And

The remaining 14,500*l.* to be held for the Purposes after mentioned.

IX. And be it enacted, That the said *Charles Alfred Thiselton*, or other the Chapter Clerk and Treasurer for the Time being of the said Dean and Chapter, and the said *William Gray*, shall be possessed of the Sum of Fourteen thousand five hundred Pounds, the Residue which, after Payment in manner aforesaid of the said Sum of One thousand Pounds, shall remain of the said Purchase Money of Fifteen thousand five hundred Pounds, upon the Trusts herein-after expressed, concerning the same.

The 14,500*l.* to be considered as a Loan, to be repaid out of the Income of the St. Peter's and Fabric Estates by Forty annual Instalments, without Interest.

X. And be it enacted, That when and so soon as the said Sum of Fifteen thousand five hundred Pounds shall have been paid by the said *Richard Watt*, his Heirs, Executors, Administrators, or Assigns, as aforesaid, the Sum of Fourteen thousand five hundred Pounds, Part thereof, shall be considered as a Loan by the said Dean and Chapter out of their common Estate to the said Dean and Chapter in their Character of Trustees of the said Estates called *Saint Peter*'s Estate and the Fabric Estate, and to be repaid through the Hands of the Treasurer of the Ecclesiastical Commissioners for *England* by Forty annual Instalments, without Interest, in manner following; (that is to say,) the said Dean and Chapter shall, at the Expiration of the First Year next after the Day whereon the said Purchase Money shall be so paid by the said *Richard Watt*, his Heirs, Executors, Administrators, or Assigns, as aforesaid, and from Time to Time at the Expiration of each Year of the succeeding Thirty-nine Years, pay to the Treasurer for the Time being of the Ecclesiastical Commissioners for *England*, in the Manner herein-after mentioned, out of the Rents and Profits of the said Estates called *Saint Peter*'s Estate and the Fabric Estate, or One of them, the Sum of Three hundred and sixty-two Pounds Ten Shillings (being One equal Fortieth Part of the said Sum of Fourteen thousand five hundred Pounds); and in case all or any Part of any such Instalment or Sum of Three hundred and sixty-two Pounds Ten Shillings shall at any Time be in arrear and unpaid for more than Forty Days next after the Time at which the same shall become payable, then and as often as the same shall happen it shall be lawful for the Ecclesiastical Commissioners for *England* and they are hereby directed, (subject nevertheless and without prejudice, so far as relates to the said Estates and Hereditaments specified in the Third Schedule to this Act, to any Mortgage or Mortgages which shall have then been made or shall thereafter be made under the Provisions of this Act for securing the Repayment of any Monies herein-before authorized to be raised upon Mortgage of the same Estate and Hereditaments, and the Interest thereof,) to recover the same, or so much thereof as shall be then due, and the Costs and Charges attending the Recovery thereof, by Distress and Sale of any Goods and Chattels of the said Dean and Chapter which may be in or about the same Premises or any Part thereof, in such Manner as Rents may by Law be recovered by Landlords from their Tenants; and that in case all or any Part of any such Instalment or Sum of Three hundred and sixty-two Pounds Ten Shillings shall at any Time or Times be in arrear and unpaid for more than Forty Days next after the Time at which the same shall become payable, then and so often as the same shall happen (although there shall not have been any legal Demand made thereof,) it shall be lawful for the said

Ecclesiastical

Ecclesiastical Commissioners for *England*, and they are hereby directed, to give Notice thereof to any Tenant or Tenants of the said Estates called *Saint Peter*'s Estate and the Fabric Estate respectively, or of any Part or Parts thereof, and by such Notice to require such Tenant or Tenants to pay such Sum as shall be so in arrear to the said Commissioners; and from and after such Notice such Tenant or Tenants, or his, her, or their Executors, Administrators, or Assigns, shall pay his, her, or their Rent or Rents due at the Time of such Notice, or thereafter to grow due, subject nevertheless, as to the Rent or Rents due and to become due from the Tenant or Tenants of the said Estate and Hereditaments specified in the Third Schedule to this Act, or of any Part or Parts thereof, to any rightful Claim which may be made under any Mortgage or Mortgages to be made of the same Estate and Hereditaments, or any Part thereof, under the Provisions of this Act as aforesaid, to the Treasurer for the Time being of the said Ecclesiastical Commissioners for *England*, until therewith and thereby or otherwise the same Sum which shall be so in arrear, and all Costs and Charges occasioned by the Nonpayment thereof, shall be paid and satisfied; and in case any such Rent or Rents shall be in arrear or unpaid by such Tenant or Tenants, or his, her, or their Executors, Administrators, or Assigns, the said Ecclesiastical Commissioners for *England* shall, until such Instalment or Sum which shall be so in arrear, and the Costs and Charges occasioned by the Nonpayment thereof, shall be so paid and satisfied with respect to such Tenant or Tenants, and his, her, or their Executors, Administrators, or Assigns, from Time to Time have the same Right of Distress and Remedy by Action for the Recovery of the Rent in arrear as the said Dean and Chapter for the Time being would or might have had if such Notice had not been given; and the Tenant or Tenants to whom such Notice shall be given, his, her, or their Executors, Administrators, or Assigns, shall not be liable to the Payment of his, her, or their Rent or Rents (due at the Time of such Notice or thereafter to grow due), or any Part thereof respectively, unto the said Dean and Chapter, or their Successors, until by or out of such Rent or Rents or otherwise such Instalment or Sum as shall be so in arrear as aforesaid, and all Costs, Charges, and Expences occasioned by the Nonpayment thereof, shall be paid and satisfied.

Receipt of Treasurer of Ecclesiastical Commissioners sufficient Discharge.

XI. And be it enacted, That the Receipts of the Treasurer for the Time being of the said Ecclesiastical Commissioners for *England* shall be a sufficient Discharge to the said Dean and Chapter, and every other Person whomsoever, for every such Instalment, and for all such Rents or other Sums of Money hereby directed to be paid to such Treasurer, as in such Receipts respectively shall be acknowledged to be received.

The Instalments of the 14,500*l.* to be paid into the Bank.

XII. And be it enacted, That each Instalment or Sum of Three hundred and sixty-two Pounds Ten Shillings so to be paid by the said Dean and Chapter, or (as the Case may be) to be recovered and received by the said Ecclesiastical Commissioners for *England* as aforesaid, after deducting, retaining, and paying all the Costs, Charges, and Expences already incurred or hereafter to be incurred by them in relation to the preparing or passing of this Act, or carrying the

Provisions thereof into execution, (and which they are hereby authorized to deduct, retain, and pay accordingly,) shall be paid by their Treasurer for the Time being into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, and be placed to his Account there "*ex parte* the Dean and Chapter of the Cathedral and Metropolitical Church of *Saint Peter* of *York*," pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, Chapter Thirty-two, and the general Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter Twenty-four; and that the Certificate or Certificates to be given by the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the said Bank of *England* to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of each or any such Instalment or any Part thereof, shall from Time to Time and at all Times thereafter be deemed and taken to be a good and sufficient Discharge to the said Ecclesiastical Commissioners for *England* and their Treasurer for the Monies in such Certificate and Receipt respectively acknowledged to be received; and that upon filing such Certificate and Receipt as aforesaid the said Ecclesiastical Commissioners and their said Treasurer respectively shall be and are hereby absolutely acquitted and discharged of and from the Money in such Certificate and Receipt respectively acknowledged to be received, and every Part thereof, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application, or be obliged to see to the Application of such Monies respectively or of any Part thereof.

The Money paid into the Bank to be invested in the Purchase of other Estates.

XIII. And be it enacted, That it shall be lawful for the said Court of Chancery at any Time or Times, upon a Petition to be presented in a summary Way by the said Dean and Chapter or their Successors, to order the Monies which shall have been paid into the Bank pursuant to this Act as aforesaid, or the Monies to arise by the Sale of any Bank Annuities in which such Monies may have been invested under the Provisions in that Behalf herein-after contained, or so much thereof respectively as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences according to the Provisions herein-after contained, or any Part of any such Monies, to be from Time to Time laid out, in such Manner as the said Court of Chancery shall direct, in the Purchase of any Freehold Manors, Messuages, Tenements, Lands, or Hereditaments in *England*, and that upon the Completion of any such Purchase or Purchases all and singular the Hereditaments so to be purchased shall be conveyed and assured to and to the Use of the said Dean and Chapter and their Successors, and shall be for ever thereafter held by them in their Corporate Capacity as Part of the common Estate of the said Dean and Chapter; and the Rents, Issues, and Profits, and other the Produce thereof, shall be applicable for the same Purposes and in the same Manner as the Rents, Issues, and Profits or other Produce of the said Estates and Hereditaments specified in the Second Schedule to this Act would for the Time being

being be applicable in case the Lease thereof to the said *Richard Watt* had expired and this Act had not been passed, but without prejudice to the Restrictions herein-after contained in regard to any Lease or Leases of such purchased Hereditaments.

Until proper Purchases be found the Monies shall be invested in the Three per Cent. Consols, the Dividends of which shall be applied as the Rents would be applicable.

XIV. And be it enacted, That all Monies which pursuant to the Direction herein-before contained shall be paid into the Bank of *England* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences according to the Provisions herein-after contained, shall in the meantime, and until such Monies shall be applied or be laid out in the Purchase of other Lands and Hereditaments in manner aforesaid, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Three *per Cent.* Consolidated Bank Annuities; and the Dividends and annual Produce of the said Bank Annuities shall, until the same Bank Annuities shall be sold, be paid unto the said Dean and Chapter for the Time being of the said Cathedral Church of *York*, and shall be applicable by them for the same Purposes and in the same Manner in all respects as the Rents and Profits of the Lands and Hereditaments directed to be purchased as aforesaid would for the Time being be applicable in case the same had been purchased pursuant to this Act.

Power for Dean and Chapter to lease the purchased Estates for Twenty-one Years at Rack Rent.

XV. And be it enacted, That it shall be lawful for the said Dean and Chapter for the Time being from Time to Time, by any Deed or Deeds under their Common Seal, (and without the Consent of any other Person or Body,) to demise or lease all or any Part or Parts of the Manors, Messuages, Lands, Tenements, or Hereditaments which shall be purchased in pursuance of this Act to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in Possession and not in Reversion or by way of future Interest, so as there be reserved and made payable in every such Lease, during the Continuance thereof, the best and most improved yearly Rent or Rents, to go along with and be incident to the immediate Reversion of the Hereditaments and Premises therein comprised, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift for the making thereof, and so as in every such Lease there be contained a Clause or Condition of Re-entry on Nonpayment, within a certain reasonable Period to be specified in each such Lease, of the Rent or Rents to be thereby respectively reserved, and so as the respective Lessees do execute Counterparts of their respective Leases, and do thereby covenant for Payment of the Rent thereby reserved, and be not by any express Words therein contained made dispunishable or exempted from Punishment for committing Waste: Provided always, that all Leases, Conveyances, and Assurances which shall be made or executed by the said Dean and Chapter, or their Successors, of all or any Part of the said Hereditaments to be purchased under the Provisions of this Act, and which shall not be authorized by or made in pursuance of the Power of leasing herein-before contained, shall be void and of no Effect.

XVI. And

The Monies paid to the Chapter Clerk and W. Gray to be applied in Payment of the Debts in the Schedule, and the Residue to be applied as Part of the Fabric Fund.

XVI. And be it enacted, That the said *Charles Alfred Thiselton*, or other the Chapter Clerk and Treasurer for the Time being of the said Dean and Chapter, and the said *William Gray* shall, after Payment of the said Sum of One thousand Pounds to the Governors of the Bounty of Queen *Anne* out of the said Purchase Money as aforesaid, and subject and without prejudice to any Directions to be made by the Court of Chancery for the Payment of Costs, Charges, and Expences under the Provision herein-after contained, pay and apply the several Monies to be received by them as aforesaid or a sufficient Part thereof in or towards Liquidation or Discharge of the Debts or Sums of Money which are mentioned and particularized in the First Schedule to this Act, together with Interest on such of the said Debts as carry Interest, and shall pay and apply the Residue of the said Monies in the Restoration and Repairs of the said Cathedral Church, in such Manner as the said Dean and Chapter shall from Time to Time direct and appoint; and the said *Charles Alfred Thiselton*, or other the Chapter Clerk and Treasurer for the Time being of the said Dean and Chapter, and the said *William Gray* shall take proper Receipts for the Money applied by them under the Provisions of this Act, and when the whole of the said Monies shall have been disposed of as aforesaid, shall make out an Account of their Receipts and Payments, and enter such Account in a proper Manner in a Book, which shall be signed by them, and laid before the Archbishop of *York* for the Time being and the said Dean and Chapter of the said Cathedral Church, together with the Vouchers for the several Payments, in order that the said Account and Vouchers may be examined by the said Archbishop and the said Dean and Chapter; and when allowed by Writing under the Hand of the said Archbishop and the Common Seal of the said Dean and Chapter, such Allowance shall be a full Discharge to the said *Charles Alfred Thiselton*, or other such Chapter Clerk and Treasurer as aforesaid, and the said *William Gray*, and each of them, in respect of the said Account; and the said Dean and Chapter shall, out of the Fabric Fund of the said Cathedral Church, make to the same Persons, or any or either of them, such Compensation for their respective Trouble as the said Archbishop and the said Dean and Chapter shall think reasonable; and the Accounts of the said *Charles Alfred Thiselton*, or other such Chapter Clerk and Treasurer as aforesaid, and the said *William Gray*, when made out and completed and allowed, shall be deposited together with the Vouchers in the Office of the Registrar of the Diocese of *York*, for the Use and Benefit of the said Dean and Chapter, and their Successors, who shall have a Right to inspect the same and take Copies thereof whenever Occasion shall require.

For appointing a new Trustee in the Place of William Gray.

XVII. And be it enacted, That if at any Time or Times before all the Purposes of this Act, for which the said *William Gray* is nominated a Trustee, shall have been carried into execution, the said *William Gray*, or any Person who may be appointed under this present Power, shall die, or decline or become incapable to act, or desire to be discharged from acting in the Execution of the Purposes of this Act, or shall misconduct himself in the Opinion of the said Dean and Chapter for the Time being, then and so often as the same shall

shall happen, it shall be lawful for the said Dean and Chapter for the Time being, by any Writing under their Common Seal, to nominate or appoint any other Person in the Stead or Place of the Person who shall so die, or decline or become incapable to act, or desire to be discharged, or misconduct himself as aforesaid; and such Person so to be nominated or appointed as last aforesaid shall and may concur with the Chapter Clerk and Treasurer for the Time being of the said Dean and Chapter in acting in the Execution of the Purposes of this Act, for which the said *William Gray* is nominated a Trustee as aforesaid, with such and the same Powers and in such and the same Manner in all respects as if he had originally been a Trustee for the Purposes aforesaid.

Expences of the Act, &c. may be taxed, and Orders made for Payment.

XVIII. And be it enacted, That it shall be lawful for the High Court of Chancery from Time to Time, upon the Petition of the said Dean and Chapter, or of the Governors of the Bounty of Queen *Anne*, or of the Ecclesiastical Commissioners for *England*, or of any Person or Persons interested in the Premises, to be presented in a summary Way in the Matter of this Act, to make such Order or Orders as to the said Court shall seem meet for taxing or settling all Costs, Charges, and Expences incurred in or relating to the preparing and passing of this Act, and in the making of the several Applications to the said Court of Chancery in pursuance of this Act, and in the making or otherwise relating to any Mortgage or Mortgages to be made in pursuance of this Act, and in paying into the Bank of *England* as aforesaid such Monies as are herein-before directed to be paid in, and in taking out and re-investing the said Monies or any of them in the Manner herein-before directed, and in or relating to the Payment of the Dividends to the said Dean and Chapter in the meantime, and in investigating the Title of any Hereditaments to be purchased as aforesaid, or otherwise in carrying the Trusts or Purposes of this Act into execution; and also from Time to Time to make such Orders as the Court shall think expedient for Payment of all Costs, Charges, and Expences incurred in and relating to the preparing and passing of this Act, and in or relating to any Mortgage or Mortgages to be made in pursuance of this Act, and relating to any Application or Applications to the said Court of Chancery for the taxing of such last-mentioned Costs, out of the Monies to be borrowed by the said Dean and Chapter under the Authority of this Act upon Mortgage of the Estate and Hereditaments comprised in the Third Schedule to this Act; and also from Time to Time to make such Orders as the said Court shall think expedient for Payment of all Costs, Charges, and Expences which shall be from Time to Time incurred in the making the several Applications to the said Court of Chancery in relation to or arising out of the Provisions in this Act contained, with respect to the Sale of the said Estates and Hereditaments specified in the Second Schedule to this Act, or the Application of the Monies arising from such Sale, and in paying into the Bank of *England* as aforesaid such Monies as are herein-before directed to be paid in, and in taking out the said Monies or any Part thereof, and investing the same or any of them in the Manner herein-before directed, and in the Payment of the Dividends to the said Dean and

and Chapter in the meantime, and in investigating the Title of any Hereditaments to be purchased as aforesaid, and in making any Application or Applications to the said Court for the taxing of any of such last-mentioned Costs, Charges, and Expences, out of the Monies so to be paid into the Bank, or out of the Monies arising by the Sale of any Bank Annuities to be purchased as aforesaid.

Saving Clause.

XIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the Dean and Chapter of the Cathedral and Metropolitical Church of *Saint Peter* of *York* and their Successors, and the Persons interested in their common Estate, and in the said Estates or Funds called the *Saint Peter*'s Estate and the Fabric Estate, or either of them,) all such Estate, Right, Title, Claim, and Demand whatsoever of, in, to, or out of the Hereditaments and Estates, Funds and Property affected by the Provisions of this Act, as they, every or any of them, had before the passing of this Act, or could or might have had in case this Act had not been passed.

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

XX. 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 First SCHEDULE referred to by the foregoing Act.

	£	s.	d.
The Executors of William Mills, of York, deceased, late Chapter Clerk - - - - - - - -	740	0	0
Sir Robert Smirke, Architect, London - - - - -	300	0	0
James Pigot Pritchett, Architect, York - - - -	272	7	0
Messrs. Swann and Co., Bankers, York - - - -	1,500	0	0
Messrs. Coates and Son, Carpenters, York - - -	803	7	4
Messrs. Wood and Co., Timber Merchants, York - -	391	15	1
Messrs. Wade and Creaser, Bricklayers, York - - -	598	5	1
Messrs. Noton and Son, Plumbers and Glaziers, York -	238	2	11
Executors of Robert Bewlay, Brickmaker, York - -	84	18	10
Henry Moiser, Brickmaker, York - - - -	69	2	6
Thomas Kirby, Brickmaker, York - - - - -	24	6	2
William Clark, Whitesmith, York - - -	22	15	2
Executors of Mr. Crabtree, Plasterer, York - - -	20	6	11
Leonard Overend, Slater, York - - - - -	77	1	4
Messrs. Gibson and Co., Ironmongers, York - - -	141	1	0
Messrs. Cousen and Thackray, Stone Merchants - -	171	3	3
John Westland, Painter, York - - - -	164	19	4
Samuel Peirson, Lime Merchant, York - - - -	71	12	6
John Walker, Ironfounder, York - - - -	97	0	10
John Meek, Lime and Coal Merchant, York - -	46	3	6
Michael Drake, Stone Merchant - - - -	46	16	7
Richard Ealand, Whitesmith and Gas Fitter, York - -	42	2	4
Henry Cobb, Paper Hangings Manufacturer, York - -	29	5	2
William Gray, Solicitor, York - - - -	303	12	0
John Ward, Organ Builder, York - - -	134	0	0
	£6,390	4	10

The

The Second SCHEDULE referred to by the foregoing Act.

BISHOP BURTON ESTATE.

Tenants Names and Names of Closes.	Quantity. A.	R.	P.	Total Quantity. A.	R.	P.
Richard Watt, Esquire:						
Stone Pit	0	0	24			
Ditto	0	0	36			
Ditto	0	0	36			
Low Grove (Wood and Pond)	4	0	3			
Lawn	10	1	33			
Pleasure Ground	0	2	5			
Plantation	0	0	1			
Garden	0	1	5			
Ditto	0	0	7			
Stables and Yard	0	0	30			
Mansion House and Yard	0	0	28			
Bowling Green	0	0	22			
Wood and Pond	0	0	7			
Wood	3	3	33			
				20	1	30
Thomas Sample:						
East Finch Croft	16	0	8			
West Ditto	15	1	21			
High Ditto	21	0	0			
South Ditto	15	1	10			
Pot and Ladle Close	10	1	8			
South Holmes	9	2	29			
North Holmes	9	1	20			
South Mill Close	13	1	23			
				110	1	39
John Dunning:						
Far South Close	14	3	1			
Clay Pit Close	2	2	32			
				17	1	33

Tenants Names and Names of Closes.	Quantity.	Total Quantity.
	A. R. P.	A. R. P.
Thomas Almack:		
High North Cow Wold - -	43 0 12	
South Fox Covers - - -	23 1 20	
Fox Cover - - - -	4 0 1	
North Fox Cover - - -	21 0 29	
East Cover Close - - -	29 0 15	
Ditto - - - -	28 1 10	
Blyth Close - - -	32 1 36	
East Flowery Dale - - -	26 1 23	
Blyth Walk - - - -	46 2 16	
East Oak Tree - - -	42 0 26	
West Flowery Dale - - -	20 2 0	
West Oak Tree - - -	29 1 13	
North Wood Close - - -	24 3 8	
South Wood Close - - -	22 1 17	
High South Cow Wold - -	48 2 25	
		442 1 11
Matthew Robinson:		
Garden - - - -	0 0 1	0 0 1
	A.	590 2 34

Fixed Money Payments in lieu of Tithes charged by the Award on the Inclosure of Bishop Burton, amounting to } £ 203 s. 4 d. 8

The above is subject to Two Payments of £10 and £3 6. 8. per Annum to the Vicar of Bishop Burton.

The Third SCHEDULE referred to by the foregoing Act.

The Rectory of Topcliffe, in the North Riding of the County of York, consisting of a House and certain Closes, containing in the whole 25A. 1R. 20P. in the Township of Topcliffe, occupied by the Representatives of Thomas Stubbs Walker, Esquire.

The Rent-charges in lieu of the Tithes belonging to the said Rectory; namely,

	£	s.	d.
Township of Topcliffe - - -	556	0	0
Catton - - -	160	0	0
Skipton upon Swale -	175	0	0
Dalton - - -	155	0	0
Elmire and Crakehall -	147	0	0
Dishforth - -	24	0	0
Asenby - -	20	0	0
Marton-le-Moor -	14	2	6
Baldersby - -	22	0	0
Rainton with Newby -	9	15	0
	£1,282	17	6

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1842.