

representative and the spiritual persons serving the same respectively shall be rectors, and shall have the exclusive cure of souls within and over the respective areas aforesaid and shall be subject to all laws provisions and regulations as to presentation and appointment and as to institution collation and induction and to all such jurisdiction of the bishop or other jurisdiction as is by law now applicable to holders of benefices and to their appointment to the same.

"5. That the endowments of the said intended benefice and rectory of Rilston-with-Coniston shall consist firstly of all the houses and lands forming as aforesaid part of the present endowments of the said first mediety of Burnsall which are set out in the said first schedule hereunder written, secondly of one moiety of the said commuted tithes rent-charges amounting together to the sum of six hundred pounds fourteen shillings and four pence which as is hereinbefore mentioned are set out and specified in the third schedule hereunder written and of one moiety of all other (if any other) tithes rent-charges arising in or accruing out of the said parish of Burnsall and now forming part of the said present endowments of the said two medieties or either of them and thirdly of the clear annual sum or yearly rent of sixty pounds to be for ever issuing and payable out of all the glebe lands and houses mentioned in the said second schedule hereunder written and now forming part of the endowments of the said second mediety of Burnsall such annual sum or yearly rent to be payable to the rector for the time being of the said intended rectory of Rilston-with-Coniston by equal half yearly payments in each and every year without any deduction (property or income tax only excepted) the first of such half-yearly payments to be made at the expiration of six calendar months from the day on which the proposed separation of the said two medieties and their formation into separate benefices and rectories shall take effect and that the same endowments firstly and secondly hereinbefore stated shall be held and enjoyed by the rector or incumbent for the time being of the said intended benefice and rectory of Rilston-with-Coniston as fully and freely and with the same rights and beneficial interest therein as the same have heretofore been held and enjoyed by the rector for the time being of the said first mediety of the said benefice of Burnsall.

"6. That banns of matrimony shall be published and that marriages baptisms churchings and burials shall continue to be performed and solemnized in the two churches of the said intended benefice and rectory and cure of Rilston-with-Coniston, and that the fees for all such offices duly performed and solemnized in either of such churches and all ecclesiastical dues offerings and other emoluments arising from or within the limits of that part of the said ancient parish of Burnsall which as hereinbefore mentioned is described in the fourth schedule hereunder written and which are usually payable to the incumbent of a benefice shall belong solely and exclusively to the rector of the said intended benefice and rectory of Rilston-with-Coniston.

"7. That the rector of the said intended benefice and rectory of Rilston-with-Coniston shall as from the day when the said intended separation of the said two medieties and their formation into separate benefices and rectories shall take effect be freed and discharged from all claims and demands now payable to the rector of the second mediety of Burnsall in respect of surplice fees at the said churches of Saint Peter in Rilston and Saint Mary in Coniston.

"8. That the whole advowson and right of patronage of and to the said intended benefice and rectory of Rilston-with-Coniston and of and to the parish church thereof (that is to say the said church of Saint Peter in the township of Rilston) shall be vested in the said Susan Dorothea Graham and Mary Jane Louisa Graham (now the patrons of the said first mediety of Burnsall as aforesaid) as tenants in common and their respective heirs and assigns for ever.

"9. That the said Henry Theodore Cavell if he shall then be the rector of the said rectory of the first mediety of Burnsall shall immediately upon the said intended benefice and rectory of Rilston-with-Coniston being so constituted as aforesaid and as from the day when the said intended separation of the said two medieties and their formation into separate benefices and rectories shall take effect, become and be the first rector or incumbent of the said intended benefice or rectory of Rilston-with-Coniston without any presentation admission institution or induction or process of law or other process whatever.

"10. That the endowments of the said intended benefice and rectory of Burnsall shall consist of all the houses and lands forming as aforesaid part of the present endowments of the said second mediety of Burnsall which are set out in the said second schedule hereunder written and also of one moiety of the said commuted tithes rent-charges amounting together to the sum of six hundred pounds fourteen shillings and four pence which as is hereinbefore mentioned are set out and specified in the third schedule hereunder written and of one moiety of all other (if any other) tithes rent-charges arising in or accruing out of the said parish of Burnsall and now forming part of the said endowments of the said two medieties or either of them and that the same shall be held and enjoyed by the rector or incumbent for the time being of the said intended benefice and rectory of Burnsall as fully and freely and with the same rights and beneficial interest therein as the same have heretofore been held and enjoyed by the rector for the time being of the said second mediety of the said benefice of Burnsall; but nevertheless as to the glebe lands and houses forming part of the endowments of the said intended rectory of Burnsall which are described in the second schedule hereunder written subject to and charged and chargeable with as aforesaid the said annual sum or yearly rent of sixty pounds to be for ever issuing and payable out of and charged upon the same glebe lands and houses in favour of the rector for the time being of the said intended rectory of Rilston-with-Coniston.

"11. That banns of matrimony shall be published and that marriages baptisms churchings and burials shall continue to be performed and solemnized in the church of Saint Wilfrid Burnsall aforesaid: And that the fees for all such offices duly performed and solemnized therein and all ecclesiastical dues offerings and other emoluments arising from or within the limits of that part of the said ancient parish of Burnsall which as hereinbefore mentioned is described in the fifth schedule hereunder written and which are usually payable to the incumbent of a benefice shall belong solely and exclusively to the rector of the said intended benefice and rectory of Burnsall.

"12. That the rector of the said intended benefice and rectory of Burnsall shall as from the day when the said intended separation of the said two medieties and their formation into separate benefices and rectories shall take effect be freed and discharged from all claims and demands now payable to the rector of the first mediety of Burn-