

in the said Church Patronage Act, now humbly lay before Your Majesty in Council the following Scheme which we have prepared with the consent of the Right Reverend Roger, Bishop of Wakefield (in witness whereof he has signed the Scheme), for effecting the union of the benefice of Thornes and the benefice of Christ Church, Wakefield, both situate in the diocese of Wakefield.

"SCHEME.

"Whereas the right of patronage of and presentation to the benefice of Thornes is now vested in the Very Reverend Noel Thomas Hopkins, as incumbent for the time being of the united benefice of All Saints, Wakefield, and the right of patronage of and presentation to the benefice of Christ Church, Wakefield, is now vested in Sir Henry Thomas Alexander Dashwood, the Reverend Canon Bryan Stuart Westmacott Green, the Venerable Hubert Seed Wilkinson, the Reverend Ernest Guy Bevan and Theodore David Barclay, Esquire, hereinafter referred to as 'the Peache Trustees';

"And whereas the Very Reverend Noel Thomas Hopkins and the Peache Trustees desire that upon the taking effect of any union of the said benefices of Thornes and Christ Church, Wakefield, their rights as aforesaid shall be transferred to and become vested in the Board of Patronage of the diocese of Wakefield;

"And whereas we are satisfied that the transfers of patronage recommended in Clause 7 hereof will tend to make better provision for the cure of souls;

"Now, therefore, we do humbly recommend and propose to Your Majesty as follows, that is to say:—

"1. *Union of Benefices and Parishes.* The benefice of Thornes and the benefice of Christ Church, Wakefield, shall be permanently united together and form one benefice with cure of souls under the style of 'The United Benefice of Saint James and Christ Church, Thornes,' and the parishes of the said benefices shall also be united into one parish for ecclesiastical purposes.

"2. *Taking effect of union.* Upon the day when any Order of Your Majesty in Council affirming this Scheme is published in the London Gazette the union shall forthwith take effect and the Reverend Cedric Herbert Harris, if he is then incumbent of the benefice of Thornes and of the benefice of Christ Church, Wakefield, shall, with his consent (testified by his signature hereto), be the first incumbent of the united benefice and his admission thereto shall be without any form or fee of or for presentation or nomination and he shall not be required to pay any fees in respect of his collation, institution, licence or induction to the united benefice beyond such fees as he would have been liable to pay if his admission to the united benefice had been an admission solely to the benefice of Christ Church, Wakefield.

"3. *Parish Church.* The church of Saint James, Thornes, shall be the parish church of the united parish.

"4. *Registers.* The marriage registers current at Christ Church, Wakefield, shall be dealt with in accordance with the provisions of Section 62 of the Marriage Act, 1949, and the register books (if any) of baptisms and burials and all other the records and muniments deposited in the said church shall be transferred to the parish church of the united parish.

"5. *Parsonage House.* Upon the union taking effect the parsonage house at present belonging to the benefice of Thornes shall be the house of residence of the incumbent of the united benefice and the parsonage house belonging to the benefice of Christ Church, Wakefield, and the site and appurtenances thereof and the grounds heretofore usually occupied and enjoyed therewith shall be sold and disposed of by us at such time or times and in such manner in all respects as to us shall seem expedient, and the net proceeds of such sale or sales shall constitute and form part of the Expenses Fund of the diocese of Wakefield established pursuant to the said Union of Benefices Measures.

"6. *Taking down of church.*

"(1) As soon as conveniently may be after the union has taken effect Christ Church, Wakefield, shall be taken down and the site and materials thereof, together with any ground annexed thereto and necessary for the use and enjoyment thereof, shall be sold and disposed of by us at such time or times and in such manner in all respects as to us shall

seem expedient subject to the conditions and restrictions imposed by the said Union of Benefices Measures and the net proceeds to arise from such sale or sales after payment of the expenses attendant thereon and upon the taking down of the church and all other expenses incidental to these matters shall be placed to the credit of the said Expenses Fund of the diocese of Wakefield.

"(2) The furniture and fittings of Christ Church, Wakefield, or so much of them as the Bishop of Wakefield shall select, shall be removed to such other churches or chapels within the said diocese as the said Bishop may direct or shall (with the exception of the font, communion table and plate used for the purpose of the Holy Communion) be sold and in such case the proceeds shall be added to the proceeds of the sale of the site and materials of the said church.

"7. *Patronage.* With the consents (which have been given to us in writing) of the Very Reverend Noel Thomas Hopkins, as the patron of the benefice of Thornes, and of the Peache Trustees, as patrons of the benefice of Christ Church, Wakefield, and of the Board of Patronage of the diocese of Wakefield, the rights of presentation to the said benefices of Thornes and Christ Church, Wakefield, shall, without any conveyance or assurance other than this Scheme, be transferred to and become vested in the said Board of Patronage of the diocese of Wakefield to the intent that the whole patronage of the united benefice of Saint James and Christ Church, Thornes, shall belong to and be exercisable by the said Board of Patronage.

"8. *Diversion of Endowment Income.*

"(1) Subject as hereinafter provided any surplus, calculated by us for the twelve months ending on the 31st March in each year, of the endowment income (calculated in accordance with the schedule hereto) of the united benefice over and above an annual sum of £534 shall, with effect from the date upon which the union shall take effect, be paid to and be held by us for the benefit of the diocesan stipends fund of the diocese of Wakefield.

"(2) The said endowment income and the said surplus and the said annual sum of £534 shall be deemed to accrue from day to day and shall when we deem that circumstances so require be apportionable accordingly.

"(3) Any moneys due to us from the incumbent of the united benefice, or, during any vacancy in the united benefice, from the sequestrators thereof, as the case may be (hereinafter called 'the incumbent or sequestrators') upon the calculation of the said surplus shall be paid by the incumbent or sequestrators to us not later than the 30th June in each year and shall be recoverable as a debt due to us.

"(4) For the purpose of ascertaining the amounts of the said endowment income and of the said surplus, we shall have power to require production by the incumbent or sequestrators of accounts and other documents in relation thereto, and the said accounts for the twelve months to 31st March in each year (or where applicable for a part of the year ending on that date) shall be rendered annually to us within six weeks of that date in such form as we shall prescribe; and in the event of failure by the incumbent or sequestrators to produce such accounts or documents we shall have all legal remedies for enforcing production thereof.

"SCHEDULE.

"For the purpose of this Scheme the endowment income of the united benefice shall without prejudice to the power of decision vested in us by virtue of Section 18 of the Pastoral Reorganisation Measure, 1949, if any question shall arise, be computed in accordance with our Central Register of Benefice Income, that is to say, by including:—

"(1) all gross secured income payable by us and any other person or body, and

"(2) all gross income received from ground rents, chief rents or other fixed charges, other glebe rents and any letting of the parsonage house or a formally divided portion thereof,

"and by deducting therefrom:—

"(1) the rates payable on the parsonage house if occupied by the incumbent,

"(2) the rent and rates payable on any house occupied by the incumbent other than the parsonage house,

"(3) the annual assessment charged upon the incumbent under the Ecclesiastical Dilapidations Measures, 1923 to 1951, in respect of the benefice,