

Information taken from the notebook of:

John Young,
Sheffield, M.D.,
91 Hanover Street

SAINT ANDREW'S CHURCH TRUST DEED

Close Roll 1861 Part 49

Breakey A Deed of Constitution (14)

Know all men by these presents made this Twenty first day of March one thousand eight hundred and sixty one That

the Revd: James Breakey, the present Minister of St.Andrew's Presbyterian Church in Sheffield in the county of York

Hugh Wood of Sheffield Surgeon

Peter Murray of Sheffield Draper

John Larsson of Sheffield Draper

John Cowan of Sheffield Draper

William Corsan of Sheffield Draper

James Parker of Sheffield Drain pipe merchant

David Glencross of Sheffield Flour dealer

(all of whom are in full Communion with some one of the congregations of the Presbyterian Church in England) for the purpose of dedicating the premises hereinafter described upon the trusts hereinafter set forth do by this deed indented sealed and delivered by us in the presence of the credible witnesses whose names are here into set (and which Deed indented is intended to be enrolled in the High Court of Chancery declare that we will and shall henceforth stand possessed of the lease dated the twelfth day of March one thousand eight hundred and sixty one and made between

Thomas Beard Holy of Norton House in the county of Derbyshire

And ourselves

Of all that

piece of ground situate in the Township of Ecclesall Bierlow in the parish of Sheffield aforesaid containing in its abuttal Northwardly on land demised by John Spittlehouse thirty six yards and twelve inches Southwardly on other land now or late belonging to the said Thomas Beard Holy thirty five yards and eighteen inches Eastwardly on Hanover Road or Street twenty six yards Westwardly on land demised to John Millington twentysix yards and containing in the whole nine hundred and thirty-three and two-thirds superficial square yards or thereabouts be the same a little more or less And all that stone edifice or building now erected and standing on the said piece of ground and now used as a Presbyterian Church and known by the name of Saint Andrew's Presbyterian Church and all other erections and buildings now erected or hereafter to

be erected upon the said piece of ground Together with all and singular the ways liberties and easements and appurtenances whatsoever to the said Church land and hereditaments

belonging or in any wise appertaining or accepted reputed deemed taken known held occupied or enjoyed as part parcel or member of the same or any of them respectively And of all the estate right title benefit claim and demand whatsoever of us and every of us in and to the same subject to a mortgage of the said premises which has been made by us to

Matthew Habbershon, Farmer

by an Indenture bearing date 20 March 1861 for securing the sum of £1,000 and the interest thereon after the rate of Five pounds per centum per annum and to the moneys secured by such indenture upon the Trusts and for the intents and purposes with under and subject to the powers provisoes declarations and agreements hereinafter expressed declared and contained or referred to of and concerning the same and which for convenience of reference are hereinafter divided into 25 separate clauses numbered respectively from one to twenty five both inclusive (that is to say)

1. From time to time and at all times hereafter to permit and suffer the said Church building and premises to be used occupied and enjoyed as and for a place of religious worship and for other the purposes hereinafter expressed according to the provisoes and declarations hereinafter contained
2. The doctrines to be preached or taught in the said Church or in any School or Schools for religious or for religious and secular instruction in the said premises and the worship to be observed and conducted in the said Church and the government and discipline of the congregation from time to time belonging to the said Church and the ministrations and duties of the Minister or Ministers Elders Deacons and members there of shall be such as are consistent with the Presbyterian form of Church government and agreeable to the following standards of the Assembly of Divines convened at Westminster in the year 1643 that is to say the Confession of Faith and Larger and Shorter Catechisms such Standards being interpreted or explained in case of any doubt or difficulty by the Ecclesiastical Association or body now designated and known as the Synod of the Presbyterian Church in England and whether such Synod shall or shall not at any time or times hereafter associate or unite itself with or take into union any other body or associate bodies of Christians of any denomination whatever adhering to the aforesaid Standards (which Synod is hereinafter mentioned or referred to as the Synod) and also such as shall be consistent and agreeable to such additional directions or rules as to worship government or discipline (if any) as may from time to time be prescribed or ordained by the Synod Provided nevertheless that every such interpretation or explanation or additional directions or rules shall be entered in some book or document belonging to the Synod and signed by the Moderator and Clerk thereof
3. The Superintendence and control of the Spiritual and Ecclesiastical affairs of the said Congregation shall be vested in a Minister or Ministers and Elders thereof for the time being (who shall form the Session) subject to the reversion of the Presbytery hereinafter mentioned and of the Synod

4. The Presbytery within the bounds of which the said Church shall for the time being be situate and of which the said Congregation shall for the time being by the direction or with the consent of the Synod form a part (and which Presbytery is hereinafter mentioned or referred to as the Presbytery) may exercise such powers as are vested in Presbyteries according to Presbyterian Discipline and Government over the said Church or Congregation
5. Every sentence and decision of the Presbytery shall be subject to the revision and control of the Synod and it shall be lawful for the Synod to exercise any of the powers or authorities herein mentioned as belonging to the Presbytery and for that purpose the Synod shall have original powers jurisdiction concurrent with the powers and jurisdiction of the Presbytery as well as such appellate jurisdiction as aforesaid
6. Every person who may be licensed by any of the Presbyteries for the time being composing the Synod or whose license may be recognised approved or sustained or who may be declared eligible to accept a ministerial charge by any act or resolution of any such Presbyteries (such Presbyteries or Presbytery acting in the recognition of such license or in such declaration of eligibility under any act or resolution whether general or otherwise of the Synod) or who may be licensed or whose license may be recognised or who may be declared eligible to accept a ministerial charge by the Synod but no other person or persons whosoever shall be eligible for the office of Minister of the said congregation
7. Every Minister and every assistant Minister and successor and every Elder and Deacon of the said congregation shall be elected by the persons and in the manner provided by the 11th clause and shall be ordained or admitted or inducted and shall be liable to be removed, suspended or deposed in the case of a Minister by the Presbytery and in the case of an Elder or Deacon by the Session in accordance with such regulations as may from time to time be prescribed or ordained by the Synod and in default or in the absence of any such regulations in accordance with the usages and customs from time to time existing in the said Presbyterian Church in England
8. Every person who shall hereafter be elected to the office of Minister Elder Deacon or Trustee shall when required so to do in the case of a Minister by the Presbytery and in the case of an Elder Deacon or Trustee by the Session sign a declaration in writing of his adherence to the Standards here in before mentioned and of his submission in the case of a Minister to the authority of the Presbytery and the Synod and in the case of an Elder Deacon or Trustee to the Session Presbytery and the Synod
9. No person shall merely by virtue of the election of the persons mentioned in the said 11th clause or a majority of them be entitled to have or exercise the office of Minister of the said congregation but the person so elected must also first be ordained (if not

already ordained) and admitted or inducted by the Presbytery

10. In the event of any Minister Elder Deacon or other Office-bearer of the Church who is at the same time one of the Trustees being deposed suspended or removed from his office by virtue of any decision of the Session Presbytery or Synod respectively or in the event of a Minister of the Church who is at the same time one of the Trustees ceasing to be such Minister he shall ipso facto immediately cease to have or exercise any trust estate or interest in the said trust premises or any function or office in the said congregation and shall be absolutely deprived of all the civil and pecuniary rights emoluments stipend or salary to which by virtue of his office he would but for such sentence have been entitled and shall forth with deliver up to the Trustees for the time being all such parts of the said trust estate and premises and all such Deeds books papers monies and effects belonging thereto as may then be in the occupation possession or power
11. For the purpose of any election or for any other purpose in the se presents expressed no person shall be deemed to be a member or Communicant in the said congregation or to be entitled to vote or act in any proceedings relative to the affairs thereof unless the name of such person shall have been for at least six calendar months prior to such election or other proceeding and shall then be on the roll or list of communicants thereof such roll or list to be made out by the Session and attested by the Presbytery with the signature of the Moderator or Clerk and the decision of the Session as to the right of any person to be admitted or to be retained on such roll or list shall be final and conclusive unless reversed by the Presbytery or the Synod The day of election of every Minister Elder Deacon or Trustee of the said congregation and of every meeting convened for the purposes mentioned in clauses 22 and 23 shall be announced from the Pulpit or Precentor desk on the two preceding Sundays and shall be for at least ten days after the first of such announcements and the persons whose names shall have been for at least six calendar months previous to the day of election and shall then be on the said roll or list of communications and such persons only shall be entitled to vote in every such election or meeting and the acts and proceedings of the major part of those assembled and voting at any meeting whether such meeting be for the purpose of an election or for any other purpose in these presents expressed or referred to shall bind the whole body of those entitled to act or vote whether present or absent
12. The sole management administration and disposition of the trust premises comprised in the said lease of the 12th March 1861 and of all pecuniary matters and things in any wise connected therewith shall be vested in the said Trustees but the management administration and disposition of the pecuniary and temporal matters of the said congregation unconnected with such trust premises shall be vested in the Session aided and assisted by such other persons being communicants in the said congregation as shall from time to time be elected for that purpose
13. It shall be lawful for the Session with the consent of the Trustees to alter enlarge repair

or rebuild the said Church or other buildings and premises or any of them or any part or parts thereof and for the purpose of making such alterations enlargements reparations or rebuilding as aforesaid or any of then the Trustees for the time being shall and they are hereby required whenever they shall be required so to do by the Session with the consent in writing of the Presbytery to be signed under the hands of the Moderator and Clerk for the time being of the Presbytery to raise borrow take up and receive whenever and as often as they see fit from any person or persons who shall be willing to advance and lend the same any sum or sums of money upon mortgage or lieu of the said trust premises and for that purpose from time to time to assign or demise for any term or terms of years and with or without power of sale the said trust premises or any part thereof to any person or persons or to deposit the title deeds of the said trust premises or any of them or to create any equitable charge or lieu on the said trust premises or any of them for securing such sum or sums of money as may be necessary for the purposes aforesaid or any of them Provided always that no Trustee shall be bound to incur any personal responsibility for any debt or debts which may be contracted for any of the purposes aforesaid

14. It shall be lawful for the trustees for the time being with the consent of the Presbytery to be signified under the hands of the Moderator and Clerk for the time being of the Presbytery at any time or times hereafter absolutely to sell and dispose of any such part or parts of the said premises as may for the time being be vacant or unoccupied by any building or buildings and either altogether or in parcels and for such price or prices as they may be able to obtain and to assign and assure the same to the purchaser or purchasers so that the same shall be held and enjoyed freed and absolutely discharged of and from the trusts of these presents and the Trustees shall apply the money which shall arise from every such sale in discharging all the incun brances liabilities and responsibilities whether personal or otherwise lawfully contracted or occasioned by virtue or in execution of the trusts of these presents and subject thereto shall apply the surplus (if any) after answering the Several purposes aforesaid in such manner and for such purposes for the spiritual benefit of the said Congregation or for the improvement of the trust premises or for carrying out and performing the trusts of these presents or any of them as to them shall seem meet
15. If in the discretion of the Session it shall at any time or times hereafter be deemed necessary or expedient to procure another place of worship or other building or buildings for the use of the Congregation then and in every such case it shall be lawful for the Trustees for the time being with the consent of the Presbytery to be signified as afore said to sell and dispose of the said trust premises or any part thereof either altogether or in parcels and for such price or prices as they may be able to obtain and to assign and assure the same to the purchaser or purchasers so that the same shall be held freed and absolutely discharged of and from the trusts of these presents and the money arising from such last mentioned sale or sales shall in the first place be applied in discharging all such encumbrances liabilities and responsibilities as aforesaid and subject thereto the surplus (if any) shall be applied by the Trustees in or towards the

procuring or completing of such other place of worship or building or conveniences (if any) as may have been contemplated on making such sale or disposition and the residue (if any) shall be applied and disposed of in such manner and for such purposes as here in before in the fourteenth clause mentioned

16. If at any time hereafter the Pew Rents voluntary contributions of the members of the said congregation and other available sources of income in connexion with or belonging to the said trust premises shall be inadequate to discharge the interest of any money borrowed and to maintain the preaching of the Gospel and administrations of Ordinances in or upon the said trust premises it shall be lawful for the Trustees with the consent of the Presbytery to be signified as aforesaid from time to time or at any time to let the said trust premises or any part or parts thereof for any term of years and not exceeding seven years altogether for such rent fine or other Sum of money as they may be able to obtain and after discharging all expenses and liabilities incident to the execution of the trust of these presents to invest or pay over the surplus in such manner as shall be appointed or approved of by the Presbytery in order that the same may accumulate until the Presbytery shall consider it expedient to resume the Preaching of the Gospel and the administration of Ordinances in or upon the said trust premises But if the Trustees for the time being shall be unable to let the said trust premises in manner aforesaid for so much money as will suffice to pay the ground rent payable under the hereinbefore mentioned lease of the 12th March 1861 and the current charges for interest of debt (if any) and the repairs insurance and other necessary expenses and if they shall desire to retire and be discharged from the management or execution of the said trusts (no proper person being found to undertake the execution of the said trusts) then and in every such case it shall be lawful for the Trustees without any such consent of the Presbytery as aforesaid to sell and dispose of the said trust premises or any part thereof either altogether or in parcels and for such price or prices as they may be able to obtain and to assign and assure or cause to be assigned and assured the same to the purchaser or purchasers so that the same and enjoyed shall be held freed and absolutely discharged of from the trusts of these presents and the money arising from such last mentioned sale or sales shall in the first place be applied in discharging all such incumbrances liabilities and responsibilities as aforesaid and subject thereto the surplus (if any) shall be paid to the Treasurer for the time being of the Synod to be applied under the direction and at the discretion of the Synod for the Spiritual benefit of the said Congregation or for such other religious purposes in connexion with the Synod as to the Synod shall seem meet Provided nevertheless that no sale shall be made under the power contained in this Clause unless the Trustees for the time being or the major part of them shall have given notice in writing to the Moderator and Clerk of the Presbytery three Calendar months at least prior to the Annual Meeting of the Synod and to the Moderator and Clerk of the Synod one Calendar month at least prior to the Annual Meeting of such last mentioned body of their intention to make such sale and of the reason for the same nor unless the Presbytery and the Synod shall from the time of the giving of the first of such notices down to the expiration of three Calendar months next after such Annual Meeting respectively refuse or neglect to give or provide the Trustees with such pecuniary assistance as would enable them to continue the

execution of the trusts of these presents or refuse or neglect to provide other Trustees to take upon themselves the execution there of at any time after the receipt of any such notice as aforesaid it shall be lawful for the Presbytery or for the Synod to appoint such persons to be Trustees of the said trust premises as they or either of them may think proper

17. It shall not be incumbent on any mortgagee lessee or purchaser to enquire into the necessity or propriety of any mortgage demise or sale or the purposes for or the circumstances under which the same may be made not whether any Trustee has been duly appointed nor whether such consent as aforesaid from the Presbytery or the Synod or either of them has been given and signed or at all previously obtained nor to enquire whether any notice or notices was or were given to the Presbytery or Synod or either of them or any other person or persons or was or were valid nor whether the Presbytery or the Synod or either of them refused pecuniary assistance or to appoint other Trustees as aforesaid nor whether the Session had deemed it necessary or expedient to procure another place of worship or other buildings as aforesaid nor otherwise into the propriety or validity of such mortgage demise or sale nor shall such mortgagee lessee or Purchaser be affected by express notice that all or any of the foregoing requisites or directions for a mortgage demise or sale or any other antecedent steps or directions to the due execution of any of the trusts or powers contained in these presents have not been complied with
18. The receipt and receipts of a majority of the Trustees shall in all cases of payment made to them or any of them as such Trustees or Trustee as aforesaid to be a full discharge to the person or persons entitled to such receipt or receipts his her or their heirs administrators and assigns for all mortgage monies purchase monies rents or other monies therein respectively expressed and acknowledged to have been received by any such Trustees or Trustee as aforesaid And it shall not be incumbent upon any such mortgagee or Mortgagees lessee or lessees purchaser or purchasers or any of them or any other person or persons his her or their heirs executors administrators or assigns paying money to such Trustees to see to their application or to be answerable or accountable for the loss misapplication or non-application of such purchase or other money or any part thereof for which a receipt or receipts shall be so respectively given as aforesaid
19. The trustees shall not nor shall any of them their or any of their heirs executors administrators be chargeable or accountable for any involuntary loss suffered by them or any of them nor any one or more of them for any other or others of them nor for any more money than shall come to their respective hands nor for injury done by others to the said trust premises or to any part or parts thereof
20. Whenever any Trustee shall cease to be a member of one of the Presbyterian Churches in England by virtue of any decision of any of the Courts named in the tenth clause hereof he shall ipso facto immediately cease to have or exercise any trust estate or

interest in the said premises and if any Trustee shall neglect or refuse to act or shall give notice to his co-Trustees of his desire to be discharged from the trusts herein mentioned or shall become mentally incapable of acting or become Bankrupt or Insolvent then and in any such case the Trustees shall have power at a Special Meeting to be convened for the purpose to declare by a majority of those assembled and voting at such meeting such Trustee to be no longer a Trustee and the finding or declaration of the majority of the Trustees present and voting and at such meeting shall be final and conclusive And every Trustee who shall be so excluded or so withdrawn or so cease to act or be declared to be no longer a Trustee as in this or the Tenth Clause mentioned shall forth with deliver up to the remaining Trustees for the time being all such parts of the said trust estate and other matters enumerated in the tenth clause hereof as may then be in his occupation possession or power and shall when required to do so but at the expense of the said trust estate assign and assure the said Church hereditaments and premises either to the remaining and continuing Trustees or to new Trustees to be appointed as hereinafter mentioned or to such continuing and newly appointed Trustees jointly provided that no such Trustee as aforesaid shall be obliged to join in or make such assignment or assurance unless the remaining Trustees for the time being or a majority of them shall have tendered to him a Bond in a sufficient penalty under their hands and seals for indemnifying him his heirs executors and administrators from and against the payment of any debt or debts interest or other liabilities which he as Trustee of these presents shall have become bound or liable to pay or unless the remaining Trustees for the time being shall have procured him to be released and discharged of and from the payment of the same

21. whenever the number of Trustees acting under pursuance of these presents and whether the legal estate in the said premises shall be vested in them or not shall be diminished or if at any time it shall be deemed advisable to increase the number of Trustees it shall be lawful and if the number of Trustees be reduced below five it shall be imperative for the persons for the time being entitled to vote at any such election as herein before in the Eleventh clause is mentioned to appoint subject to the proviso next hereinafter contained to many fit and proper persons being Communicants of at least six months standing in the said Congregation or in some other Congregation of the Synod as they may deem expedient to be Trustees of the said Church and premises Provided always that under no such appointment shall the number of Trustees for the time being be increased to more than fifteen And it is hereby declared that in order to avoid the expense of frequent assignments every Trustee so appointed shall be fully competent to act immediately upon his election or appointment although the legal estate in the said premises may not by the said act or otherwise be effectually vested in him nor shall it be incumbent on any Lessee Mortgagee or Purchaser to call for or insist on any assignment to any such Trustee so appointed being obtained but whenever the number of Trustees in whom the legal estate is vested for the time being shall be reduced below five the said trust premises shall without delay be duly assigned to and vested in the continuing and new Trustees solely as the case may be upon the trusts herein contained or referred to or such of them as may be subsisting and capable of taking effect

22. Notwithstanding any thing here in contained to the contrary it shall be lawful for the Trustees with the consent of the Session and the Communicants obtained at a meeting convened pursuant to the Eleventh clause and also with the consent of the Synod (such last mentioned Consent to be signified under the hands of the Moderator and Clerk for the time being of the Synod and to be written in or upon the Deed or Instrument in writing in or by which any of the trusts herein contained may be revoked or altered or in or by which any new or amended Trusts may be declared) to alter revoke or annul or to add to or diminish amend explain or modify all or any part of the trusts powers provisoes agreements and declarations herein contained and to declare such new and additional or other trusts powers provisoes agreements and declarations as the Synod may in their discretion think proper to direct without reference or regard to the original trusts powers provisoes agreements and declarations herein expressed or contained or referred to or the usage or practise of the Congregation or their government discipline mode of worship or other matter or thing whatsoever and without being controlled or restrained by any such trusts usage or practise so nevertheless that such alterations revocations and additional or diminished amended explained or modified trusts powers provisoes or declarations shall not interfere with restrain or affect that portion and that portion only of the trusts herein before in the Second Clause contained which directs that the doctrines to be preached and taught in the said Church or in any School or Schools in connexion therewith and the services and ordinances of religious worship to be observed and conducted in the said Church and the government and discipline of the Congregation from time to time belonging to the said Church and the ministrations and duties of the Minister or Ministers Elders Deacons and Members there of shall be such as are consistent with and agreeable to the aforesaid Westminster standard so explained and interpreted as here in before mentioned and such altered revoked and new or additional or other trusts powers provisoes and declarations in like manner at these presents shall from time to time and at all times be and remain subject to this present Clause and to the power therein contained

23. In the event of the Synod or the General Assembly hereinafter mentioned becoming divided into two or more distinct or independent bodies or Synods or Assemblies the Session shall in like manner convene a meeting of the Communicants and take the opinion of such meeting as to which of the said bodies the congregation with the said trust premises shall adhere to or form a part of and the decision of such meeting shall be final and conclusive in reference thereto and the powers and stipulations herein contained which have reference to the Synod and Assembly and the Moderator and Clerk thereof respectively shall thenceforth apply to and be exercised by the body which such meeting shall have decided the Congregation shall belong to or form part of and the Moderator and Clerk or other similar officers thereof Provided nevertheless that the said Synod or General Assembly shall not be considered to have become divided into two or more distinct bodies unless and until one fifth of the entire number of Congregations in connexion therewith shall have separated therefrom

24. In case the Synod shall determine to institute or form part of a General Assembly or Association of the Presbyterian Churches in England solely or in conjunction with any other Church or Churches adhering to the Standards herein before mentioned and situate in Great Britain or Ireland or elsewhere then every such sentence and decision of the Synod shall be subject to the revision and control of such General Assembly or Association and the powers and authorities herein before in the Second and Twenty Second Clauses respectively contained shall thenceforth be settled in and exercised by such General Assembly or Association and not in and by the Synod and it shall also be lawful for such General Assembly or Association to exercise any other or others of the powers or authorities therein mentioned as belonging to the Synod or for that purpose such General Assembly or Association shall have original powers and jurisdiction concurrent with the powers and jurisdiction of the Synod as well as such appellate jurisdiction as aforesaid and the powers and stipulations here in before contained which have reference to the Synod and the Moderator and Clerk thereof shall thenceforth apply to and be exercised by such General Assembly or Association and the Moderator and Clerk or other similar officers thereof and the powers and stipulations here in contained which have reference to the Presbyteries composing or forming part of the Synod and to the Churches and Congregations within the bounds or forming part of such Presbyteries and to members of such Churches or Congregations shall thenceforth apply to and be exercised by the Presbyteries composing or forming part of such General Assembly or Association and the Churches and Congregations within the bounds or forming part of such last mentioned Presbyteries and the members of such last mentioned Churches and Congregations

25. If such General Assembly or Association shall resolve or declare that the Synod has ceased to exist or that the same shall cease to exist at any future time to be appointed by such General Assembly or Association and if such General Assembly or Association shall form the Presbyteries of which it shall or may be composed into two or more Provincial Synods subordinate to such General Assembly or Association then the powers and stipulations hereinbefore contained which have reference to the Synod and the Moderator and Clerk thereof shall thenceforth apply to and be exercised by the Provincial Synod within the bounds of which the said trust premises shall be situate or of which the said Congregation shall form a part and the Moderator and Clerk or other similar officers of such Provincial Synod Provided always that it shall be lawful to appeal from such Provincial Synod to the said General Assembly or Association whose decision shall be final

In Testimony whereof we have here unto subscribed our names and set our seals the day and year first before written

James Breakey (L.S.)

Hugh Wood (L.S)

Peter Murray (L.S)

John Carson (L.S)

John Cowan (L.S)

William Corsan (L.S)

James Parker (L.S)

David Glencross (L.S)

Signed sealed and delivered by the before named

James Breakey

Hugh Wood

Peter Murray

John Carson

John Cowan

William Corsan

James Parker

David Glencross

in the presence of

John Dixon Solicitor Sheffield

R. P. Walker his clerk

And be it remembered that on the 26th March in the year of our Lord 1861 the aforesaid

Revd: James Breakey

came before our said Lady the Queen in Her Chancery and acknowledged the Deed aforesaid and all and everything therein contained and specified in form above written and also the Deed aforesaid was stamped according to the tenor of the Statutes made for that purpose

Enrolled the first day of May one thousand eight hundred and sixtyone.

AS WRITTEN