ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

****

Cap. 22.

An Act to provide for the future Regulation and Management of the Grammar School of *Anthony Browne*, Serjeant-at-Law, at *Brentwood* in the County of *Essex*, and of the Almshouses founded by the said *Anthony Browne*, and of the Estates and Possessions of the same School and Almshouses; and for other Purposes.

[7th *August* 1851.]

Information filed in Court of Chancery, 20th April 1825.

WHEREAS an original Information was filed in the Court of Chancery on or about the Twentieth of *April* One thousand eight hundred and twenty-five, by the then Attorney General, against the Master of the Grammar School of *Anthony Browne*, Serjeant-at-Law, in *Brentwood* in the County of *Essex*, and the Wardens of the Lands, Tenements, and Possessions of the same School, and also against *Christopher Tower* and *Charles Tower*, since deceased, as Defendants, the Object of such Information being the Establishment and Regulation of the above-mentioned School and Charity, and the Estates and Income thereof, under the Order and Direction of the said Court, and the Approval of a proper Scheme for the

the Purposes aforesaid; and the said Information stated, amongst other things, that King *Philip* and Queen *Mary*, by Letters Patent bearing Date the Fifth Day of *July* in the Fourth and Fifth Years of their Reign, on the Application of the above-named *Anthony Browne*, Serjeant-at-Law, and *Joanna* his Wife, and of many others, in the County of *Essex*, granted their Licence that the said *Anthony Browne* and *Joanna* his Wife, and the Heirs and Executors of the said *Anthony*, might found and establish a Grammar School in *Brentwood* in the said County of *Essex*, to consist of One Master, being a Presbyter, and Two Wardens of the Lands, Tenements, and Possessions of the same School, of the Inhabitants of the Parish of *Southweald* in the said County, to be appointed according to the Statutes, Orders, and Constitutions of the said *Anthony Browne* or his Executors, to be made and declared in Writing, and that such School should be called "The Grammar School of *Anthony Browne*, Serjeant-at-Law," and that such Schoolmaster and Wardens should be a Body Corporate by the Name of "The Master of the Grammar School of *Anthony Browne*, Serjeant-" at-Law, in *Brentwood* in the County of *Essex*, and the Wardens of " the Lands, Tenements, and Possessions of the same School," and should have a Common Seal, and that the said *Anthony Browne* and *Joanna* his Wife, and also the said *Anthony Browne*, or his Heirs or Executors, without the said *Joanna*, or any other Person or Persons to be named by the said *Anthony Browne* in his Lifetime or by his Will, might give and grant various Manors, Lands, Rectories, Tithes, Rents, and Hereditaments to the clear yearly Value of Thirty-six Pounds beyond all yearly Charges and Reprises, to the said Master and Wardens, to hold to them and their Successors for ever, to fulfil the Orders, Statutes, and Constitutions to be made by the said *Anthony Browne* or his Executors, and to be corrected when to them should seem meet, and that the said *Anthony Browne* during his Life, and after his Decease the said *Joanna Browne* during her Life, and after her Decease the Heirs of the said *Anthony*, and the Heirs of their Heirs, should be the undoubted Patrons of the said School, and that the said School should be altogether under the Patronage and free Disposal of the said *Anthony* during his Life, and after his Decease under the Patronage and free Disposal of the said *Joanna*, and after her Decease under the Patronage and free Disposal of the Heirs of the said *Anthony Browne*, and that every Master of such School should be named and preferred by the free Disposal of the said *Anthony* and *Joanna* during their Lives, and after their Decease by the free Disposal of the Heirs of the said *Anthony Browne*, and the Heirs of their Heirs, by Deed sealed, and that every Master so named should hold the School, and remain Master thereof, without any Presentation, Institution, or Investiture, for the Term of his Life, according to the Order of the Statutes aforesaid, and that the Wardens of the Lands, Tenements, and Possessions of the said School should be preferred to

be

be such Wardens by the Nomination of the said *Anthony Browne* during his Life, and after his Decease by the Nomination of the said *Joanna Browne* during her Life, and after the Decease of the said *Anthony* and *Joanna* by the Nomination of the Heirs of the said *Anthony Browne*, by Deed sealed, and that every Warden should be removed only at the Will of the Patron of the School for the Time being, according to the Orders and Statutes aforesaid; and it was declared by the said Letters Patent that if the said School should be void of a Master or Warden for Two Months, and the Patron for the Time being should not within another Month nominate a fit Person to be Master, being a Presbyter, or a fit Person to be Warden, it should be lawful for the Bishop of *London* for the Time being, within One Month then next following, to appoint such Master or Warden for that Time only; and that by a certain Indenture bearing Date the Twenty-eighth of *July* in the Fifth and Sixth Years of the Reign of King *Philip* and Queen *Mary* the said *Anthony Browne* and *Joanna* his Wife appointed *George Otway*, Priest, Master of Arts, to be Master of the said School, and *John Lucas* alias *Nicholas*, Yeoman, and *Robert Bright*, Farmer, Inhabitants of the Town of *Southweald* aforesaid, Guardians or Wardens of the Lands, Tenements, and Possessions of the said School; and that by a certain Indenture of Feoffment bearing Date on or about the Thirty-first of the same Month of *July* the said *Anthony Browne* and *Joanna* his Wife granted to the said Master and Guardians or Wardens the Manor or Grange called *Chigwell Grange* in the Parish of *Chigwell* in the County of *Essex*, with the Lands and Appurtenances thereto belonging, and also a Messuage, with the Curtilage adjacent, and a Cottage, Garden, and Orchard, with the Appurtenances in *Brentwood* aforesaid, to hold the same to the said Schoolmaster and Guardians and their Successors, to the Intent that they should do, perform, and fulfil the Statutes, Ordinances, and Constitutions by the said *Anthony Browne* made, or by him or his Executors, in Writing, to be made, ordained, and declared, and when to them the said *Anthony Browne* and *Joanna* his Wife, or to the Heirs of the said *Anthony Browne*, should appear to be expedient, to be by them corrected; and that the said *Anthony Browne* duly made and published his last Will and Testament in Writing, bearing Date on or about the Twentieth Day of *December* One thousand five hundred and sixty-five, and thereby, after reciting the Grant of the said Premises to the said Schoolmaster and Guardians or Wardens, but that there was yet no convenient Place adapted to keep the said School in, nor for the Habitation of the Schoolmaster, the said *Anthony Browne* gave and devised to the said Master and Wardens and their Successors for ever a Capital Messuage, with the Curtilage and Garden thereto belonging, called *Redcross*, in *Southweald* aforesaid, and also a Close called the *Conygree*, containing by Estimation Four Acres, adjoining to the said Messuage, to hold to the said Master and Wardens and their Suc-

Will of Anthony Browne, dated 20th Dec. 1565.

cessors,

cessors, to such Uses and Intents, and according to such Ordinances and Declarations, as by him, his Heirs and Executors, were and should be declared and appointed, and he thereby gave and devised to his Servant *John Lyttel* his Parsonage of *Dagenham*, with the Appurtenances, in the County of *Essex*, except the Patronage of the Vicarage thereof, for the Term of Twenty Years, paying yearly during the said Term the Rent of Twenty-four Pounds, and he gave and devised the Reversion and Remainder of the said Parsonage, except the Patronage of the Vicarage thereof, and also the said Rent, and Five several Tenements in *Southweald* aforesaid, to the said Master and Guardians or Wardens, to hold to them, their Successors for ever, to the Intent that with the Issues and Rents thereof the said Master and Wardens should find Five poor Folks in *Southweald* aforesaid, by him the said *Anthony Browne* during his Life, and after his Decease by the said *Joanna* during her Life, and after her Decease by *Dorothy Huddlestone* during her Life, and after her Decease by such Persons, and their Heirs, as should enjoy and possess the Situation of his Manor of *Southweald*, to be from Time to Time for ever named and appointed, in such Manner and Form as by him and his Executors should be in Writing named and declared; and the said *Anthony Browne* departed this Life without having revoked his said Will; and that by a Decree of the Court of Chancery bearing Date on or about the Third Day of *May* in the Twelfth Year of the Reign of Queen *Elizabeth*, made in a Suit instituted by *William Savage* and others, Inhabitants of the Parish of *Southweald* aforesaid, against *Wystan Browne* Esquire, Cousin and Heir of the said *Anthony Browne*, it was, with the Consent and by the Agreement of all the Parties to the said Suit, decreed, that the said *Wystan Browne* should seal and deliver to the Master and Wardens of the said School a Deed of Assurance, to be made pursuant to a Draft set forth in the said Decree, and which was therein stated to have been approved of by Sir *Edward Sanders* Knight, Lord Chief Baron of His Majesty's Court of Chancery, and One of the Overseers of the said Will of the said *Anthony Browne*, of the Manor or Grange called *Chigwell Grange*, with the Lands and Appurtenances thereto belonging, the said Messuage, with the Curtilage adjoining, and the said Cottage, Garden, and Orchard in *Brentwood*, and also the said Capital Messuage, with the Curtilage, and Garden adjoining thereto, called *Redcross*, and the Close called *Conygree* in *Southweald* aforesaid, the Rent of Twenty-four Pounds reserved for the Rectory of *Dagenham* aforesaid, and the Reversion of the said Rectory (except the Patronage of the Vicarage of *Dagenham*), and a Barn called the *Parsonage Barn*, and a Way leading to the said Barn, and also the said Five Tenements in *Southweald* aforesaid, to hold the said several Premises to the said Master and Wardens and their Successors; and it was further ordered, with the like Consent of the said Parties, that the Statutes, Ordinances, and Constitutions of and for

Decree of Court of Chancery (12 Eliz.)

for the said School and poor People should be made and ordered by the Appointment of *Edmund* Bishop of *London*, and his Successors, and of *Alexander Nowell*, Dean of *Saint Paul's*, and his Successors, and of the said *Wystan Browne*, and his Heirs, and that by Two several Deeds, bearing Date respectively the Fourth and Twenty-eighth Days of *April* in the Fifteenth Year of the Reign of Queen *Elizabeth*, the said *Wystan Browne* conveyed to the said Master and Wardens the said several Premises in the said Decree mentioned, and under the Authority of the said Decree a Body of Statutes, bearing Date the Eighteenth Day of *July* One thousand six hundred and twenty-two, were ordained and declared under the Hands and Seals of *George* then Bishop of *London*, *John Downe*, then Dean of *Saint Paul's*, and Sir *Anthony Browne* Knight, Cousin and Heir of the said *Anthony Browne* the Founder, and also Cousin and Heir-at-Law of the said *Wystan Browne*, and Patron of the said School and Almshouses: And whereas a supplemental Information was afterwards filed by the said Attorney General in the same Court, and such supplemental Information was afterwards amended, and, as amended, was against *William Tower*, as Defendant thereto, and all the said Defendants to the said original and supplemental Informations, except the said *Charles Tower* who had died, appeared and put in their Answers thereto respectively, and the said original and supplemental Causes came on to be heard before the Right Honourable the Master of the Rolls; and by the Decree made on such Hearing, dated the Fourth Day of *March* One thousand eight hundred and thirty-three, it was ordered that it should be referred to the Master in rotation to inquire and state to the Court, amongst other things, of what Particulars the Estates and Property given and devised for the Benefit and Support of the Grammar School, in the said Information and herein-before mentioned, by Sir *Anthony Browne*, the Founder of the Charities in the Information mentioned, and also of what Particulars the Property given and devised for the Support of the Almshouse Charity in *Southweald*, being the Charity above mentioned, then consisted, and that the said Master should settle and approve of a proper Scheme for the Management of the said Estates and Property respectively, and for the Application of the future Rents and Profits thereof, and for the proper Conduct and Regulation of the said School, and that the said Master should state such Scheme, with his Opinion thereon, to the Court, the said Court reserving to itself the Consideration whether for the Purposes of effectuating such Scheme it might or not be necessary to apply for the Aid of Parliament: And whereas Master *Dowdeswell* (being the Master to whom the said Cause was referred) made his separate Report under the said last-mentioned Decree, such Report being dated the First Day of *July* One thousand eight hundred and forty-seven, and he thereby certified and found, amongst other things, that the Charity Estates and Property given and devised as aforesaid by the said *Anthony*

Supplemental Information filed.

Decree of Master of Rolls, dated 4th March 1833.

Master's separate Report, dated 1st July 1847.

Anthony Browne for the Benefit and Support of the said Grammar School consisted of the following Particulars; that is to say, a Schoolhouse situate in the said Town of *Brentwood* in the Parish of *Southweald* in the County of *Essex*, abutting upon the High Road leading from *Brentwood* aforesaid to *Artichoke Common*, and which was used as a School, and was known by the Name of the *Brentwood Grammar School*; a Building of Wood adjoining the said School, and used therewith; a Dwelling House, with Outhouses adjoining and belonging thereto, which, with the Garden next herein-after mentioned, were formerly called *Redcross*, and were situate near to the said Schoolhouse and in the said Town of *Brentwood*, and which Dwelling House and Outhouses were then occupied by the Rev. Mr. *Bell*, the Usher of the said School, Rent-free; a Garden, now used as a Playground with the said Schoolhouse, adjoining and belonging to the last-mentioned Dwelling House; Three Fields called or known by the Name of *Conygree*, situate in *Brook Street Hill*, at the Corner of *Honeypot Lane*, in the Parish of *Southweald* aforesaid, containing altogether about Four Acres, and then in the Occupation of Mr. *John Bush* as yearly Tenant thereof, at the yearly Rent of Fifteen Pounds, free from all Taxes; a Farmhouse, Barn, Stable, Outhouses, and Buildings, called *Chigwell Grange*, and Sixty-seven Acres and Twenty-two Perches of Land, situate at *Grange Hill* in the Parish of *Chigwell* in the County of *Essex*, then in the Occupation of Mr. *E. Buckston* as yearly Tenant thereof, at the yearly Rent of One hundred and fifty-two Pounds, clear of all Taxes except Land Tax; Fifty Acres of Land situate in the Parish of *Chigwell* aforesaid, then in the Occupation of Mr. *T. Wright* as yearly Tenant thereof, at the Rent of Seventy-six Pounds *per Annum*, clear of all Taxes except the Land Tax; Sixteen Acres and Two Roods of Land situate in the Parish of *Chigwell* aforesaid, then in the Occupation of Mrs. *Mary Ann Wilcock* as yearly Tenant thereof, at the Rent of Forty Pounds *per Annum*, clear of all Taxes except Land Tax; and the said Master by his said separate Report further found that the Property given and devised as aforesaid by the said *Anthony Browne* for the Support of the Almshouse Charity consisted of the following Particulars; that is to say, the Rectory or Parsonage of the Parish of *Dagenham* in the County of *Essex*, with the Rectorial Tithes of the said Parish, and that the total Amount of annual Rentcharge in lieu of the said Tithes, subject to Variation according to the Tithe Commutation Act, had been fixed at the Sum of One thousand and thirty-six Pounds, subject to parochial and other Rates and Taxes, and that the said last-mentioned Property also consisted of Five Tenements and Gardens situate in *Southweald* in the said County of *Essex*, abutting upon the High Road there, and known by the Name of the *Almshouses*, then in the Occupation of *William Crowther*, *Charles Kendall*, *James Wager*, *Judith White*, and *Elizabeth Sheldon*,

as

as Almspeople, who occupied the same respectively Rent-free: And whereas the said Attorney General on or about the Fourth Day of *January* One thousand eight hundred and forty-eight filed his Information of Supplement and Revivor in the said Court of Chancery against *George Tufnell*, *Maria Tower*, *Christopher Thomas Tower*, and the said Master and Wardens of the said School as Defendants, thereby stating, amongst other things, that the said *William Tower* had departed this Life since the making of the said separate Report of the First Day of *July* One thousand eight hundred and forty-seven, having made his Will, whereby he appointed the said Defendant *Maria Tower* his sole Executrix, by whom the same Will had been duly proved in the proper Ecclesiastical Court, and that since the Death of the said *William Tower*, and on or about the Twentieth Day of *October* One thousand eight hundred and forty-seven, the said Defendant *George Tufnell* had been appointed as Master of the said School by the said *Christopher Thomas Tower*, as such Patron as aforesaid, with the Concurrence of the said Attorney General, until the said Charity should be regulated by the said Court under the said Decree of the Third Day of *March* One thousand eight hundred and thirty-three, and the said last-mentioned Information prayed, amongst other things, that the said Suit might be taken as supplemental to the said original Suit, and that the same Suit might be revived as against the said *Maria Tower*, and that the said Informant might have the Benefit of the said Decree and Proceedings in the said original Suit against the said Defendants to the said Suit of Revivor and Supplement: And whereas the said Cause of *Attorney General* v. *Tufnell* came on to be heard before the Master of the Rolls on the Fifteenth Day of *March* One thousand eight hundred and forty-nine, and by the Decree of that Date made on such Hearing it was, amongst other things, declared, that the said Informant was entitled to the Benefit of the said Decree made in the said original Suit, dated the Fourth Day of *March* One thousand eight hundred and thirty-three, against the Defendants in the said last-mentioned Cause: And whereas the said Master *Dowdeswell* made his further Report under the said Decree of the Third Day of *March* One thousand eight hundred and thirty-three, such last-mentioned Report being dated the Twentieth Day of *July* One thousand eight hundred and fifty, and thereby found and certified, amongst other things, that he had approved of a Scheme for the Management of the said Estates and Property, and for the Application of the Rents and Profits thereof, and for the proper Conduct and Regulation of the said School, and that the same Scheme was stated and set forth in a Schedule annexed to his said Report: And whereas by a further Order made in the above-mentioned Causes, bearing Date the Twenty-third Day of *November* One thousand eight hundred and fifty, it was ordered and declared, amongst other things, that the said Reports dated respectively the First Day of *July* One thousand

Supplementary Information of Attorney General against Tufnell, 4th January 1848.

Decree of Master of Rolls, dated 15th March 1849.

Master's further Report, dated 20th July 1850.

Order of Court, dated 23d Nov. 1850.

thousand eight hundred and forty-seven and the Twentieth Day of *July* One thousand eight hundred and fifty should be confirmed, and that it should be referred back to the said Master to settle and approve of the Draft of an Act of Parliament to be applied for by Her Majesty's Attorney General for carrying the said Scheme into effect: And whereas the said Master *Dowdeswell* has since resigned his Office, and by a General Order of Transfer the Causes and Matters in his Office were duly transferred to Master *Humphry*, his Successor: And whereas the said Master *Humphry* made his further Report in the above-mentioned Causes, dated the Fourteenth Day of *June* One thousand eight hundred and fifty-one, and he thereby certified and found, amongst other things, that the Draft of a Bill for an Act of Parliament for carrying into effect the said Scheme had been laid before him, and that he had perused and settled and approved of the same as a proper Bill for an Act of Parliament to be applied for by the said Master and Wardens for the Purpose aforesaid, and in testimony of such his Approbation he had signed his Allowance at the Foot of a Transcript of the said Bill: And whereas by a further Order made in the said Causes, bearing Date the Twenty-fourth Day of *June* One thousand eight hundred and fifty-one, it was ordered that the said Master's said last-mentioned Report should be confirmed: And whereas under and by virtue of the Will of *Christopher Tower*, the Father of the said *Christopher Thomas Tower*, bearing Date the Fourth Day of *June* One thousand eight hundred and one, and of an Indenture bearing Date the Thirteenth Day of *May* One thousand eight hundred and twenty-five, and made between the said *Christopher Thomas Tower* of the First Part, the said *Christopher Tower* his Son of the Second Part, *John Forster* of the Third Part, and *Henry Hoyle Oddie* of the Fourth Part, and of a Common Recovery suffered in pursuance thereof in or as of *Trinity* Term One thousand eight hundred and twenty-six, the Patronage herein-before mentioned by the Description of the Patronage and Right of placing the Schoolmaster in the Grammar School of *Brentwood*, with the Gift and Power of placing Five poor People in Five Almshouses near the Church of *Southweald*, now stands limited to the Use of the said *Christopher Thomas Tower* for Life, with Remainder to such Uses as the said *Christopher Thomas Tower* and *Christopher Tower* his Son should by Deed appoint, with Remainder to such Uses as the said *Christopher Tower* the Son, if he should survive the said *Christopher Thomas Tower*, should appoint: And whereas the said Scheme approved of by the said Master is contained and set forth in the First Schedule to this Act annexed, and the said Estates and Hereditaments of which the Hereditaments given and devised by the said *Anthony Browne* for the Benefit and Support of the said School now consist are stated and set forth in the Second Schedule to this Act annexed, and the said Estates and Hereditaments of which the Hereditaments given

Master's Report, dated 14th June 1851.

and

and devised by the said *Anthony Browne* for the Benefit and Support of the said Almshouses Charity now consist are stated and set forth in the Third Schedule to this Act annexed: And whereas the several Objects and Purposes by the said Scheme proposed cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Master and Wardens incorporated.

I. That the said *George Tufnell*, as Master of the said School, and the Twelve Wardens mentioned and named in the Scheme, and their respective Successors, shall be a Body Corporate by the Name or Style of "The Master and Wardens of the Free Grammar School of "*Anthony Browne*, Serjeant-at-Law, at *Brentwood* in the County of "*Essex*," and shall have and use a Common Seal, and by that Name shall have perpetual Succession, and shall and may sue and be sued in all Courts and Places, and shall and may take, purchase, and hold Lands and Real Estates and other Property, in trust for the Charity, according and subject to the Powers and Provisions of this Act, and that the Powers of the said Corporation shall not be suspended or affected by the Vacancy of the Office of Master, or any Reduction of the Number of Wardens, so long as there shall be Five Members of the Corporation; and that, notwithstanding the Incorporation of the said Master and Wardens, the individual Members thereof shall be responsible, in like Manner as other Trustees, for the due Execution of the Trusts reposed in them in respect of the Charity.

Charity property to be held by Master and Wardens upon the Trusts declared by Scheme.

II. That the said Body of Statutes dated the Eighteenth Day of *July* One thousand six hundred and twenty-two shall be and the same are hereby repealed; and that the Scheme contained and set forth in the First Schedule to this Act annexed shall be and the same is hereby confirmed; and that all and singular the said Messuages, Lands, Tenements, and Hereditaments particularized and set forth in the said Second and Third Schedules to this Act annexed, and all other the Lands, Messuages, Hereditaments, and Estates, Monies, Stocks, Funds, and Securities, and other Property for the Time being belonging to or held in trust for the Charity, and the Income thereof, shall henceforth, subject and without Prejudice to all or any the subsisting Lease or Leases thereof or of any Part thereof, and to the several Powers and Provisions in the Scheme and herein-after respectively contained, be held, possessed, administered, and managed respectively by the said "Master and Wardens of the Free Grammar School of *Anthony* "*Browne*, Serjeant-at-Law, at *Brentwood* in the County of *Essex*," and their Successors, as established and incorporated by this Act, as Trustees for the Charity, with the Powers and Authorities and for

and in conformity with the Objects and Purposes respectively directed and set forth by and in the Scheme, and the Rules and Regulations therein contained, until the Scheme, or all or any of the Rules and Regulations therein contained, shall at any Time hereafter be altered or amended, or any new Rules or Regulations for all or any of the Purposes aforesaid shall be made or approved of by the Court of Chancery, under the Power for that Purpose herein-after given, and then according to such new or altered Rules and Regulations, as the Case may be, any Trust, Statute, Ordinance, or Usage to the contrary thereof notwithstanding.

Court of Chancery empowered to alter Scheme, on Petition.

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

Master and Wardens empowered to purchase and hold Sites for new School and Almshouses, with Approbation of Court of Chancery.

IV. That it shall be lawful for the Master and Wardens, their Successors and Assigns, with the Authority and under the Order and Direction of the said Court of Chancery, to purchase and hold such One or more Piece or Pieces of Ground as shall be approved of and authorized by the said Court as a Site or Sites for the Erection of a new Schoolhouse, Playground, and School Premises, for Occupation and Use by the Masters and Scholars of the said School, as mentioned and provided in the Scheme, and also as a Site or Sites for the Erection of new or additional Almshouses, as is also mentioned and provided in the Scheme, and that such Piece or Pieces of Ground, if and when so purchased, shall be conveyed unto or otherwise vested in and held by the Master and Wardens, their Successors and Assigns, upon trust for the Charity, in such Manner as the said Court of Chancery shall order or direct.

Master and Wardens empowered to raise Money on Mortgage, for purchasing Sites or repairing.

V. That it shall be lawful for the Master and Wardens, their Successors and Assigns, with the Authority and under the Order and Direction of the said Court of Chancery, from Time to Time to borrow and raise any Sum or Sums of Money on the Security of the said Charity Estates and Property or any Part thereof, for the Purpose of any such Purchase or Purchases as last aforesaid, and also for the

Repair, Rebuilding, or Restoration of the present Schoolhouse and Buildings, and Almshouses, or any of them, or for the Repair or Rebuilding of any of the Houses or Buildings belonging to the said Charity Estates, and for the raising of any such Loan or Loans from Time to Time to mortgage all or any Part of the said Charity Estates to such Person or Persons, in such Manner, and subject to such Provisions and Restrictions as to the Interest to be paid on such Loans, and the Repayment of the Principal thereof, and the Reservation of a Fund for such Repayment, and otherwise, as is mentioned and provided for the same several Purposes respectively in and by the Scheme, and as the said Court of Chancery shall sanction and direct.

Master and Wardens empowered to let and sell or exchange Charity Estates.

VI. That it shall be lawful for the Master and Wardens, their Successors and Assigns, in accordance with the Rules and Provisions contained in the Scheme, and for giving full Effect to the same, from Time to Time to let and demise and contract for the Letting or Demise of all or any Part of the said Charity Estates, for such Term or Terms of Years, in such Manner, and, as to any Building Lease or Contract for any Building Lease, with such Approbation of the Master in Chancery and of the said Court as is mentioned and provided in the Scheme, and also from Time to Time, with the Sanction and Approbation of the said Court of Chancery, to be obtained on Petition, to sell and convey or to exchange or otherwise dispose of, and also to contract for the Sale and Conveyance or Exchange or other Disposition of all or any Part of the Charity Estates and Property, freed and discharged from all charitable and other Trusts affecting the same, at such Price or Prices, for such Considerations, upon such Terms and Conditions, in such Manner, and with and subject to such Powers and Provisions, and such Declarations as to the Reinvestment of the Money to be produced by any such Sale, Exchange, or Disposition in the Purchase of Lands and Hereditaments, or on Government or Real Securities, and otherwise, as the said Court of Chancery shall from Time to Time authorize or direct, and also to make and execute all or any such Deeds, Leases, and Conveyances, and accept all or any such Surrenders, and to make and enter into all or any such Contracts and Arrangements, and do all or any such Acts, Matters, and Things whatsoever, in or for the Administration or the Improvement or better Management of the said Charity Estates and Property, and the Income thereof or any Part thereof respectively, as the said Court of Chancery shall or may from Time to Time authorize and sanction or direct.

Surplus Income to be invested, with Sanction of Court of Chancery.

VII. That all or any Monies and surplus Income arising or to arise from the said Charity Estates or Property which shall or may from Time to Time remain and be unapplied and unappropriated under or according to the Provisions of this Act or of the said Scheme may and

and shall, from Time to Time, with the Approbation and Sanction of the Master in Chancery and of the said Court, to be obtained as herein-after provided, when and as the same shall amount to a competent Sum, be laid out and invested by the said Master and Wardens, and their Successors and Assigns, in the Purchase of Real Estate and Hereditaments, or of Government or other Securities, to be respectively conveyed unto or transferred into the Names of the Master and Wardens, and to be held and possessed respectively by them, and their Successors and Assigns, in such Manner, and upon such Trusts for the Charity, as the said Court shall or may order or sanction and direct.

Power to apply to Court to construe or alter Provisions of this Act.

VIII. That if any of the Enactments, Provisions, Rules, or Directions contained in this Act or in the Scheme shall at any Time hereafter prove inconvenient, or impracticable to be carried into execution, or in any respect defective, or unsuitable to the Circumstances of the Charity or the Objects thereof for the Time being, or if any Doubts, Disputes, or Difficulties shall arise touching the Meaning or Effect or the Construction of any of the same Enactments or Provisions, or Rules or Directions respectively, or wherever or whenever, from the altered State of the Revenues or Circumstances of the Charity, or from any other Cause, the Direction or Order of the Court of Chancery shall be necessary or desirable for the Administration of the Charity, or the Application of the Rents and Profits and Income thereof, or for construing, explaining, or enforcing all or any of the Enactments, Provisions, Rules, or Directions contained in this Act or in the Scheme, or for making or giving Effect to any Provisions, Rules, or Directions, in addition to or in lieu of or substitution for the same Provisions, Rules, and Directions respectively, or any of them, then and in any of the said Cases it shall be lawful for the said Attorney General, and also for the Master and Wardens with the Consent and Sanction of the said Attorney General, from Time to Time, as Occasion may require, to apply by Petition to the said Court of Chancery, and that upon the Hearing of every or any such Petition such Order or Orders shall be made therein, and as to the Costs thereof, as the said Court shall think fit, having regard to the original Foundation and the Scope and Spirit of the Scheme, and in the Exercise of its ordinary Jurisdiction over Charities: Provided always, that nothing in this Act contained shall authorize or empower the said Court of Chancery to alter, vary, abridge, or affect in any Manner whatsoever the several Rights of Patronage, Nomination, or Appointment, or any of them, or any of the Rights, Privileges, or Advantages, by the Scheme reserved to the Patron for the Time being of the Charity, without the Consent of such Patron.

Parties under Disability

IX. That it shall be lawful for all Parties, being seised, possessed of, or entitled to any such Piece or Pieces of Ground as shall be approved

approved of and are authorized by the said Court as a Site or Sites for the Erection of a new Schoolhouse, Playground, and School Premises, for the Occupation and Use of the Masters and Scholars of the said School, as in this Act mentioned, and also as a Site or Sites for the Erection of a new or additional Almshouse, as is in this Act also mentioned, or any Estate or Interest therein, to sell, convey, or release the same to the Master and Wardens, their Successors and Assigns, or to exchange the same with the Master and Wardens, their Successors and Assigns, for any Land belonging to the Charity, and to enter into all necessary Arrangements for that Purpose, and particularly that it shall be lawful for all or any of the following Parties, so seised, possessed, or entitled as aforesaid, so to sell, convey, release, or exchange, (that is to say,) all Corporations, Tenants in Tail or for Life, married Women seised in their own Right or entitled for Dower, Guardians, Committees of Lunatics and Idiots, Trustees or Feoffees in trust for charitable or other Purposes, Executors and Administrators, and all Parties for the Time being entitled to the Receipt of the Rents and Profits of any such Lands, in possession, or subject to any Estate in Dower, or to any Lease for Life or for Lives, and Year or for Years, or any less Interest, and the Power so to sell and convey, release or exchange, as aforesaid, may be lawfully exercised by all such Parties, other than married Women entitled to Dower, or Lessees for Life or for Lives, and Year or for Years, or any less Interest, not only on behalf of themselves, and their respective Heirs, Executors, Administrators, and Successors, but also for and on behalf of every Person entitled in reversion, remainder, or expectancy after them, or in defeazance of the Estates of such Parties, and as to such married Women, whether they be of full Age or not, as if they were sole and of full Age, and as to such Guardians on behalf of their Wards, and as to such Committees on behalf of the Lunatics and Idiots of whom they are the Committees respectively, and that to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have exercised the same Power if they had respectively been under no Disability, and as to such Trustees, Executors, and Administrators, on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Femes Covert, or other Persons, and that to the same Extent as such Cestuique Trusts respectively could have exercised the same Powers if they had respectively been under no Disability; but every such Sale or Exchange to be made by or on behalf of any Person under any such Disability, or not authorized to make such Sale or Exchange except under the Powers of this Act, shall be with the Approbation of the Court of Chancery, as well on behalf of the Vendor as of the Charity, and the Clauses of "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase Money or Compensation coming to Parties having limited Interests, or prevented from treating, or not making Title, shall be and the same are hereby incorporated with this Act, and shall apply

enabled to sell, exchange, and convey.

as well to the Purchase Money to be given on any Sale as to any Money to be given upon any such Exchange.

Application to Court of Chancery to be by Petition, except where otherwise provided.

X. That, save as herein-after provided, in all Cases in which the Order, Direction, Approbation, or Sanction of the said Court of Chancery shall be necessary, under the Provisions of this Act or of the Scheme, such Order, Direction, Approbation, or Sanction may be obtained and made and given respectively by Order of the said Court, made in a summary Way, upon a Petition entitled in the said original Cause of *Attorney General* v. *Brentwood School*; and it shall also be lawful for the said Court of Chancery from Time to Time to hear every such Petition, and to make such Order or Orders thereon, and as to the Parties to be served therewith or to appear thereon, and as to the Costs, Charges, and Expenses of the Petitioner or Petitioners, and all other Parties, incurred by or in consequence thereof, as the said Court shall think fit: Provided nevertheless, that if and when and so often as it shall be requisite or desirable to grant or contract for the Grant of any Building or Improving Lease or Leases of any Part or Parts of the said Charity Estates, or to repair or rebuild the said Schoolhouse and Buildings and Almshouses, or any of them, or any Part thereof respectively, or any House or Building belonging to or forming Part of the said Charity Estate, or to lay out and invest any surplus Income or Purchase or other Monies for the Benefit of the Charity, the Master and Wardens, their Successors and Assigns, shall be at liberty, without any previous Order of Reference from the Court, to lay a State of Facts and Proposal as to all or any of the same several Purposes before the Master to whom the said Causes shall stand referred, including all such Facts and Matters as shall be requisite or proper for explaining or giving full Effect to every or any such Proposal; and the said Master shall thereupon consider every such Proposal, and investigate and report thereon to the Court, in like Manner as if the said Matter had been referred to him by the Court for the Purpose, and the said Court shall, on such Report, make such Order thereon, and as to the Costs thereof, as to the said Court may seem meet, and the Nature of the Case may require.

Costs to be retained out of Charity Funds.

XI. That the Costs, Charges, and Expenses incurred or occasioned in or by the obtaining or passing of this Act, or to be incurred in or about the carrying into execution any of the Powers and Authorities created or conferred by this Act or by the said Scheme, and not required to be exercised under the Direction or with the Approbation of the Court of Chancery, shall and may be retained and paid and discharged in the first place out of the Monies or Income belonging to the Charity.

XII. That

Short Title of Act.

XII. That for all Purposes of Recital or Reference it shall be sufficient in all Cases to mention this Act as "The *Brentwood* School and Charity Act, 1851."

Interpretation of Terms.

XIII. That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "Master and Wardens" shall mean and include "the Master and Wardens of the Free Grammar School of "*Anthony Browne*, Serjeant-at-Law, at *Brentwood* in the County "of *Essex*," and their Successors:

The Expression "the Charity" shall mean the said Grammar School and Almshouses founded by the said *Anthony Browne*, as established and administered under the Authority of this Act:

The Expression "the Scheme" shall mean the Scheme for the future Administration of the Charity, as contained in the First Schedule to this Act annexed, or as hereafter altered or varied by the Court of Chancery, as authorized by this Act.

General Saving.

XIV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, and their Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said Master and Wardens and the other Defendants to the above-mentioned Causes,) all such Estate, Right, Title, Interest, Property, Benefit, Claim, and Demand whatsoever, in, to, or out of the said several Estates and Premises comprised and mentioned in the said Second and Third Schedules to this Act annexed, as She or they or any of them respectively had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

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

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

FIRST

FIRST SCHEDULE referred to in the above-mentioned Act.

1. That for the Purpose of providing for the due Administration of the Charity there shall be Twelve Wardens, to be appointed by the Patron for the Time being, with the Approbation of the Court of Chancery; and that the Master and Wardens shall be a Corporation by the Style of "The Master and Wardens of the Free Grammar School "of Anthony Browne, Serjeant-at-Law, at Brentwood in the County "of Essex," and that such Wardens shall be selected from and be Persons resident within Ten Miles of the Schoolhouse at Brentwood.

2. That the Reverend Charles Almeric Belli, Rector of Southweald, the Reverend Frederick Boyd, Perpetual Curate of Brentwood, the Reverend Hastings Robinson, Doctor of Divinity, Rector of Great Warley, the Reverend John Heatley Lewis, Rector of Childerditch, the Reverend John Pearson, Rector of East Hornden, the Reverend Charles Isaac York, Rector of Shenfield, Frederick Hotham Hirst of Southweald, Phillip Button of Herongate, Joseph Samuel Lescher of Boyle, Octavius Edward Coope of Romford, Joseph Alfred Hardcastle of Writtle, and John Sidney Caley of Brook Street, Brentwood, Esquire, shall be the First Wardens; and that so often as the Number shall be reduced to Seven, either by Death or Resignation, or by refusing or declining to act, ceasing to act for a Period of One Year, Incapacity to act, or becoming bankrupt or taking the Benefit of any Act for the Relief of Insolvent Debtors, or ceasing to reside within such Distance as aforesaid, each of which said several Circumstances respectively it is hereby declared shall be a Disqualification from continuing to act as a Warden, and shall create a Vacancy of the Office held by the Person so disqualified, fit and proper Persons shall be appointed by the Patron for the Time being, with the Approbation of the Court of Chancery, to be obtained upon an Order of Reference upon Petition in this Cause by the said Patron, or if the said Patron shall not within Six Months obtain such Order of Reference, then upon an Order of Reference to be obtained on Petition of the Wardens or of Her Majesty's Attorney General, in the Place of those who shall so have ceased to be or become disqualified from acting as a Warden as aforesaid, to make up the full Number of Twelve Wardens, and such Persons shall thereupon be appointed by the Patron accordingly; and the Master before whom the same shall be depending shall cause such public Notice by Advertisement or otherwise of the Application as he shall think fit.

3. That

3. That the Corporation shall have the Management of the Charity Property, and the Receipt of the Rents and Revenues thereof, and shall make all Payments, and shall keep a Debtor and Creditor Account of their Receipts and Payments, and that they shall be at liberty from Time to Time to appoint any proper Person or Persons on their Behalf to receive such Rents and Revenues on his or their first giving sufficient Security to the Satisfaction of the Corporation, and to pay the Person or Persons so appointed a reasonable Remuneration for his or their Trouble.

4. That regular Meetings be held by the said Corporation for the Management and Superintendence of the said Charity, and the Estates and Property thereof, once at least in every Three Months; and that Five Members of the Corporation be a Quorum; and that a Record be kept of what passes at such Meetings, and signed by Three at least of the Members present at such Meeting.

5. That the Corporation shall be at liberty to let any Part of the Estates and Property of the said Charity when vacant, either to Tenants from Year to Year, or to grant a Lease or Leases of the same Property for any Term not exceeding Twenty-one Years; provided that every Letting shall be made and every such Lease be granted at the best and improved Rent that can be reasonably obtained for the Premises let or demised, having regard to the Stability of the Tenant or Lessee; provided also, that no Fine or Foregift shall be taken upon the granting of any such Lease, and that every Lease do contain all necessary Covenants for Payment of Rent, for the due and proper Cultivation of Land, and for the Repair of the Houses, Buildings, and Premises comprised therein, with all requisite Powers for Re-entry in case of Nonperformance of Covenants, or in case of the Lands being required for Building Purposes; and provided also, that every Lessee execute a Counterpart of his Lease, and pay the Expenses of the Lease and Counterpart.

6. That if at any Time any Part of the Charity Estates shall be capable of Improvement by the Erection of new Buildings thereon, and such new Buildings would be a permanent Benefit to the Charity, and any Person or Persons should be found willing to make such Improvement, upon having a Lease for a Term equivalent to the Extent of such Outlay, the Corporation shall be at liberty to contract with such Person or Persons for such Lease or Grant, subject to the Approbation of One of the Masters of the High Court of Chancery; and the said Corporation shall in every such Case lay such Contract, together with such Evidence as may be required, before the Master of the Court of Chancery to whom the Cause of "Attorney General v. Brentwood School" shall stand referred, who shall ascertain whether it would be fit and proper, and for the Benefit of the said Charity, that such

such Contract should be carried into effect; and if he shall certify that it will be for the Benefit of the said Charity that such Contract shall be carried into effect, then the Corporation shall, on obtaining a Confirmation of the said Report by the said Court, be at liberty to carry such Contract into effect accordingly.

7. That the Corporation shall expend out of the Monies to be derived or which may belong to the said Charity, or which may be borrowed by way of Mortgage upon the Property of the said Charity, such Amount as the Master to whom the aforesaid Cause stands referred shall find to be necessary for the Purpose of substantially repairing or rebuilding and fitting up the present Schoolhouse and School Premises, or for purchasing a new Site in or near the Hamlet of Brentwood, and erecting a new Schoolhouse and School Premises, for Occupation and Use by the Master and Scholars of the said School.

8. That the secular Instruction to be afforded in the said School shall be in Greek, Latin, French, and German Languages, Mathematics, Arithmetic, General English Literature and Composition, Sacred and Profane History, Geography, Reading and Writing, and in such other Languages, Arts, and Sciences as to the said Corporation may from Time to Time seem expedient.

9. That when and so often as any Vacancy shall occur in the Office of Head Master of the School the Patron for the Time being shall appoint a proper Person to be Head Master of the said School, such Person to be in Priest's Orders, a Member of the Church of England, a Graduate of an English University, and licensed by the Bishop of the Diocese; and in case the said Patron shall not within Three Months after any such Vacancy nominate such Schoolmaster, then the Nomination shall be made by the Court of Chancery, upon an Order of Reference for that Purpose, to be obtained upon Petition by the said Wardens, or, on their Default, by Her Majesty's Attorney General.

10. That the Patron shall forthwith, from Time to Time as any Vacancy or Vacancies shall occur, within Three Months from the Time when any Vacancy shall occur, appoint a Second Master for the School, being a Graduate of some University of the United Kingdom; and the Corporation shall appoint such Second Master, if default be made by the Patron in electing such Second Master within the Time aforesaid; and the said Corporation shall appoint such other Masters, Ushers, or Lecturers in the various Branches of Education as they the said Corporation may think fit; and, for the Purpose of obtaining efficient Masters and Lecturers, the said Corporation shall, One Month at least previously to each such Election, advertise in such Newspapers and receive such Testimonials of Candidates as they may deem expedient.

11. That

11. That the Head and Second Master shall be entitled to and be paid the respective yearly Salaries or Stipends following; (that is to say,) the Head Master the Sum of Two hundred Pounds, and the Second Master the Sum of One hundred and fifty Pounds; and any other remaining Masters, Ushers, and Lecturers employed in the said School shall be entitled to and be paid, out of the surplus Income, such yearly Sums, not exceeding Eighty Pounds each, as the Corporation may appoint; which said several Salaries, Stipends, and Sums shall be paid by the said Corporation quarterly on the Twenty-fifth Day of March, the Twenty-fourth Day of June, the Twenty-ninth Day of September, and the Twenty-first Day of December; the Income of the Head and Second Master to be paid out of the annual Revenue belonging to the Charity; and any Master, Usher, or Lecturer appointed during the Interval between Two Quarterly Days shall be entitled to be paid in proportion only up to the Quarterly Day next following his Appointment.

12. That the Head Master of the said School shall hold his Office until he shall die, resign, or be removed therefrom, as herein-after mentioned; and that upon Petition to the Bishop of the Diocese wherein the said School is locally situated, by the Patron or any Number of the Wardens not less than Five, complaining of the Negligence of the Head Master in the Discharge of his Duties, or of his being unfit or incompetent to discharge them properly and effectually, either for immoral Conduct, Incapacity, Age, or any other Infirmity or Cause whatever, it shall be lawful for the said Bishop to inquire into and investigate the Matters so complained of, and after due Inquiry into and Investigation of the same to report the Result of such Inquiries and Investigation, and his Opinion thereon, to the Patron for the Time being of the said School; and if the said Bishop shall report to the Patron that he the said Bishop is of opinion that the Master so complained of ought to be removed for all or any of the Causes aforesaid, then and in that Case the Patron of the said School shall remove such Master from his Office; and if such Master shall be removed as aforesaid, and the Cause for which he shall be so removed shall be Incompetency from Age or other Infirmity, and he shall have held his Office for the Period of Twelve Years or upwards, it shall be lawful for the Patron, or the Corporation, or the removed Master, to lay Proposals before the Master of the Court of Chancery to whom this Cause stands referred for an Allowance to the removed Master for a Retiring Pension, and such Master shall report his Opinion to the Court as to the Amount of Retiring Pension which it shall be fit to allow, having regard to the Funds and other Objects of the Charity; and it shall be lawful for either of such Parties as aforesaid to apply to the Court thereupon; and the Court shall, if it think fit, make Order for the Payment of a Retiring Pension out of the annual

Income

Income of the Estate and Property belonging to the Charity; and that the Second and other Masters of the said School shall hold their respective Offices during the Approbation of the Corporation, who shall be at liberty to displace them at any Time, either with or without assigning Cause.

13. That the Head and Second Masters respectively shall reside in the School Buildings, when proper Accommodation shall have been provided for them respectively, and such other Masters or Master, Ushers or Usher, to be employed in the said School, if any, as the said Corporation may think fit, shall also reside in and occupy such Parts of the Buildings belonging to the said School as shall be appropriated and set apart for that Purpose by the said Corporation; and that the Masters or Master, Ushers or Usher, so required to reside, shall not dwell elsewhere, and shall have such Occupation in respect of their official Character and Duties (and not as Tenants), and so long as the same shall be assigned to them by the Corporation, and not otherwise, and they shall be compellable to deliver up Possession of such Premises at such Times and to such Person as the said Corporation may direct; but the Rates and Taxes (if any), and the Costs of all Repairs of the Parts so allotted for Residence, as well of all other Parts of the School Buildings and Premises, shall be paid by the said Corporation by and out of the Revenue and Income of the Estate and Property of the Charity.

14. That no Master or Usher, when required, under the Provisions of the last Rule, to reside on the said Premises, shall underlet, or permit or suffer any other Person or Persons than himself and Family, and Boarders with him, Scholars at the School, to use or occupy any Part of the Premises appropriated to him.

15. That the Masters of the said School, whether residing in the School Premises or elsewhere, may take Scholars of the said School to board or reside with them; but the Number which may be taken by each Master, and the Regulations generally regarding the keeping of Boarders, shall be under the Superintendence and Direction of the Corporation, and the said Masters keeping Boarders shall abide by all such Regulations.

16. That neither the said Head nor the Second Master shall at any Time during his Tenure of Office take upon him, to hold, receive, or exercise as a Matter of Emolument, any Cure or Employment whatsoever, either ecclesiastical or civil, except during the usual Holidays at Christmas and Midsummer.

17. That all Boys of the Age of Eight Years and upwards, being able to read and write, and being certified to be of good moral Conduct,

duct, and not afflicted with any infectious Disease, and resident within the Parish of Southweald, or within any Parish any Portion of which shall be within Three Miles of the Schoolhouse, shall, to the Extent of the Capacity of the School to accommodate them, be entitled to Admission to the said School, and partake of the Benefit and Advantages thereof, subject to the Payment of such Sums as by this Scheme are provided to be paid by the Scholars therein; but that no Scholar shall be entitled to remain in the said School after he shall have attained the Age of Eighteen Years.

18. That the Corporation shall, within One Month after the Confirmation of this Scheme by the Court, advertise, in such public Papers as they shall think fit, the Names of the Parishes entitled to the Benefit of the Charity.

19. That the Power and Right of placing Boys in the School shall be in the Corporation thereof, at Meetings to be held by them as above provided; and that Application for Admission thereto shall be made to the Head Master, or to any of the Wardens for the Time being, according to a printed Form, to be approved of by the said Corporation for that Purpose, and delivered to all Persons applying for the same.

20. That each Boy admitted into the said School, except such Boys as may require Instruction in Latin and Greek only, shall, on his Admission, pay in advance to the said Corporation, or to such Person as they may appoint to receive the same, Four Pounds, as the yearly Payment for the additional Branches of Instruction herein-before mentioned in the said School beyond or other than Latin and Greek, and shall after the Expiration of the said Year pay on each Quarter Day of his Continuance in the School One Fourth Part of the said Sum for the then ensuing Quarter; and in case any such Boy is admitted on any Day but One of the regular Quarter Days of the Year, the Sum paid by him as aforesaid shall be taken as Payment in advance for the Year commencing on the Quarter Day next previous to his Admission: Provided, however, that the said Corporation shall be at liberty, at any Meeting or Meetings to be holden as aforesaid, to vary and alter the Sums to be paid by Boys for the future, either by increasing or diminishing the same; so nevertheless that the annual Sum to be paid by each Boy shall never exceed the Sum of Six Pounds, and so that all Boys for the Time being pay an equal annual Amount.

21. That any Boys desirous of learning Latin and Greek only shall not pay anything for such Instruction in the said School, but shall be taught such Languages free of Charge.

22. That the said Corporation shall make such Rules as they may think fit for the Government of the said School, but in such Rules Care shall be taken to respect the Religious Scruples of the Parents and Guardians of Children not of the Established Church.

23. That every Boy admitted to the School shall at all Times conform to the Rules which may from Time to Time be made for the good Government of the said School, and shall be liable to Suspension or Expulsion by the said Corporation upon any Breach thereof or Nonconformity therewith, or for immoral or improper Conduct, under such Regulations as the Corporation may from Time to Time make, the same not being inconsistent with the Provisions of this Scheme.

24. That the Division of the Instruction to be adopted in the said School into Branches or Departments, and the Hours of Attendance, and Discipline of the School, and the internal Regulation and Management thereof, and the Holidays to be allowed therein, shall from Time to Time be under the Direction and Control of the Head Master, subject to such general Regulations as the Corporation shall think fit to make.

25. That all printed Books required for or used by the Scholars in the said School shall be provided by and at the Expense of the Parents or Relatives of the Scholars respectively; but all Coals, Candles, Gas, Firewood, Globes, Maps, Pens, Ink, Pencils, and other Stationery necessary for the Use of the Scholars in the said School shall be provided and found by and out of the Fund received from Scholars, or at the Expense of the Charity, as the said Corporation may from Time to Time appoint.

26. That a Register shall be kept of the Number of Boys from Time to Time in the said School, and of the Period of their Admission and leaving the same; and Quarterly Accounts shall be made up of all Monies received in each Year from Boys, either on First Admission or for continued Attendance in the said School; and in such Accounts the Sums so received shall be divided into Four equal Parts, and One Fourth Part thereof carried to the Account of each Quarter for which the same shall have been paid in advance, and be, with the Sums received quarterly, considered as Receipts for that Quarter; and the Receipts of each Quarter thus composed shall, as soon as conveniently may be after the Expiration of each Quarter, be paid and applied by the said Corporation, in the first place, in providing Coals, Candles, Gas, Globes, Maps, Pens, Paper, Ink, and other Stationery for the said School; and after making such Payments One Fourth of the Surplus (if any) shall be applied in Increase of the Head Master's Stipend, and the remaining Three Fourths, in such

Proportions

Proportions as the Corporation shall see fit, in increasing further the Stipend of the Head Master, and in increasing the Stipends and Emoluments of the Second and other Masters, Ushers, and Lecturers employed in the said School, as the said Wardens shall from Time to Time, at any Meeting or Meetings to be held as herein-before directed, think fit to appoint.

27. That neither the said Head or Second Master, nor any other Master or Lecturer to be employed in the said School, shall at any Time have, take, or receive from any of the Scholars admitted to or being in the said School, or any of the Guardians or Relatives of such Scholars, any Fee, Payment, Gratuity, or Reward whatsoever, other than such as are prescribed and provided by this Scheme, or other than Payments for Boarders permitted to be taken by them.

28. That the said Corporation shall be at liberty to employ any Person or Persons to clean the said Schoolhouse and Premises, and to make Fires therein, and to dismiss any Person or Persons, and to appoint others or another in their or his Stead, at their Discretion; and the weekly or other Wages of any Persons so employed, and all Expenses or Repairs from Time to Time of the said Schoolhouse and Premises, and all Rates and Taxes, shall be paid by and out of the Revenues and Income of the Charity Estates.

29. That there shall be an annual public Examination of the Boys of the said School, the Period of and Regulations for which shall be fixed by the Corporation, such Examination to take place in the Presence of the said Corporation and the Patron, or of such of them as can conveniently attend, and of the Masters of the said School, and of such other Persons as the said Corporation may from Time to Time think fit to invite to attend the same.

30. That the said Corporation may yearly, after such Examination, distribute such and so many Prizes, not exceeding Ten in Number, as they may think fit, to and among the meritorious Scholars educated in the said School who shall distinguish themselves for Learning or good Conduct, and who, in the Judgment of the Head Master of the said School and the Wardens, shall be deserving of the same; provided that no single Prize shall exceed in Value the Sum of Five Pounds; and the Expenses of and attending such Examination and the said Prizes shall be defrayed and paid by the said Corporation out of the annual Revenues and Income of the Lands and Property belonging to the Charity.

31. That if at any Time it shall appear, on the making up and settling of the annual Accounts of the Income and Revenue of the Lands

Lands and Property of the said Charity, that the Monies issued and applied thereout for the Purposes herein-before directed shall in any One Year exceed the clear Income and Revenue aforesaid, then, and so often as the same shall happen, such Excess shall be reimbursed out of the First Monies which shall be received on account of the said Charity, and the Corporation shall thereupon decrease, vary, and alter the next succeeding yearly Payments, Stipends, and Expenditure herein-before directed to be made out of the said Income and Revenue, pro ratâ, so and in such Manner as that the same shall not exceed the said yearly Income and Revenue.

32. That, notwithstanding the several Articles and Provisions herein contained, the Salary of the Head Master, whether from Capitation Fees or otherwise, shall not in any Year exceed the Sum of Six hundred Pounds, nor the Salary of the Second Master exceed the Sum of Three hundred and fifty Pounds, nor the Salary of the Third Master, or any other Master, Usher, or Lecturer, exceed the Sum of Two hundred Pounds: Provided always, that if, after all such Payments as aforesaid, there shall be a Surplus of the Income and Revenue of the said Estates, it shall be lawful for the Corporation to lay Proposals before the Master for the Application of such Surplus for the Foundation of Prizes, Scholarships, or Exhibitions.

33. That the Number of Almspeople be increased to Ten, and proper Almshouses furnished, either by the repairing and rebuilding of the present Almshouses, or by the Erection of additional or new Almshouses, or by both of such Means; and the Site of such new Almshouses, and the Amount to be expended in the Purchase of such Site, and such repairing, rebuilding, and new erecting, shall be such as shall be approved of by the Master to whom the Cause of "The Attorney General versus Brentwood School" stands referred.

34. That such new Almshouses shall be built according to a Plan or Scheme to be approved of by the said Master.

35. That in order to defray the Expense of the Erection forthwith of a new School and Purchase of a Site, or of substantially repairing the present School Premises, as provided by the Seventh Clause of this Scheme, and also of defraying the Expense of erecting new Almshouses, the Corporation shall, with the Approbation of the Court of Chancery, be at liberty to borrow any Sum or Sums of Money which may be required for completing such new Buildings and Works respectively, or any of them, and of defraying the Costs of raising such Money on the Credit of all or any Part of the Estates and Property for the Time being applicable to the Purposes of the Charity; and for securing the Repayment of the Money so borrowed, with

Interest

Interest for the same, not exceeding Four Pounds per Centum per Annum, the said Corporation shall in their Corporate Name convey the whole or such Part of the said Charity Estates as the said Court shall direct to the Corporation, Company, or Party who shall advance or lend such Money, or to a Trustee for such Corporation, Company, or Party; and if the Money borrowed by the said Corporation shall be called in by the Party lending the same, or by the Assignees of such Party, before the Sinking Fund by this Scheme directed to be founded shall be sufficient for paying off the whole of such Principal Monies, then and in such Case, and so often as the same shall happen, the said Corporation, with the Approbation of the said Court, shall reborrow the Sum which shall be so called in, or so much thereof as they shall require for the Purpose of paying off such existing Mortgage, and shall secure the same, with Interest, by a like Mortgage of the same or any Portion of the said Charity Estates.

36. That in case the said Corporation shall borrow any Sum of Money on the Credit of all or any Part of the Charity Estates and Property as aforesaid, they shall annually, out of the Rents and Profits, set aside a Sum of Money equal to One Twentieth Part of the Principal Money so borrowed as a Sinking Fund for the Payment of the Principal Monies so borrowed, and the said Corporation shall invest the same in the Purchase of Bank Three Pounds per Centum Annuities, in the Names of any Four of them; and the Dividends of the Money so invested, when and as the same shall become due, shall from Time to Time be received and invested in like Manner in the Purchase of like Bank Annuities, in order that the said Monies so set aside and invested may accumulate at Compound Interest; and when such accumulated Fund shall amount to a Sum which in the Opinion of the said Corporation can be conveniently applied for that Purpose, the said Stocks, Funds, and Securities shall be sold by the Members of the said Corporation in whose Name the same shall stand, and be converted into Money; and the Monies arising from such Sale and Conversion shall be applied in Payment, so far as the same will extend, of the Principal Monies charged upon and owing on the Credit of the said Charity Estates or any Part thereof, and so from Time to Time until the whole of the Principal Monies borrowed on the Credit of the said Estates shall be discharged.

37. That the Stipends of the Almspeople shall be increased to Twenty Pounds per Annum for each Person, and shall be paid in such Sums and in such Manner as the Corporation shall think fit; and the Corporation shall also out of the Charity Funds provide for the Medical Relief and Assistance of the said Almspeople in case of Sickness.

38. That the Almspeople shall be Five poor Men exceeding Fifty-five Years of Age, being Inhabitants of Southweald Parish or of the Parishes entitled to the Benefit of the School, and such Five poor Widows or Maidens exceeding Fifty Years of Age, being Inhabitants of Southweald or of the Parishes lastly mentioned, as shall be nominated by the Patron; and if he shall make default in nominating proper Objects for the Space of Three Months after any Vacancy shall have been notified to him by the Corporation, the said Corporation shall make such Nomination.

39. That out of the Female Almspeople a Matron or Superintendent shall be elected, and out of the Male Almspeople a Superintendent shall be elected, One of whom shall read Prayers Morning and Evening, except in case of Sickness, in which Case some One of the Almspeople shall read Prayers; and such Matron and also such Superintendent shall be allowed the Sum of Twenty-five Pounds per Annum each for her and his Support and Maintenance respectively, inclusive of her and his Allowance of Twenty Pounds per Annum; and the Regulations to be conformed to in the said Almshouses, and the peculiar Duties of such Matron and Superintendent, shall be from Time to Time fixed by the said Corporation.

40. That a Minute Book and Account Book for such Almshouses shall from Time to Time be provided by the Corporation; and the Names and Ages of every Person elected to the said Almshouses shall be entered in such Minute Book, together with the Dates of his or her Admission to any such Almshouse, and the Station and Condition in Life of every such Person previous to their Election to such Almshouse, and, in Cases of Vacancies occurring by Death amongst any of the Inmates of such Almshouses, the Cause of Death.

41. That the Inmates of the Almshouses shall, once on every Sunday, attend at some Place of Divine Worship, except in case of Sickness.

42. That if at any Time it shall appear that any of the Inmates of the Almshouses shall be given to Insobriety, immoral or unbecoming Conduct, the Corporation shall, upon Proof thereof to their Satisfaction, so report to the Patron of the said Almshouses, who shall thereupon displace such Person or Persons so misbehaving, and proceed to place another or others in his or her Place or Places; and that the Provision of this Rule shall be made known to the Almspeople at the Time of their Election.

43. That once, or oftener, in every Year, the Corporation, at One of their General Meetings, shall nominate Three or more Persons from

from their Body as a Committee to visit the Almshouses, and view the State and Condition thereof, and hear and take cognizance of any Complaint or Complaints by the Inmates thereof touching the Management thereof, and shall report any Grievances brought to their Attention to the Corporation at their next General Meeting, or, if necessary, at a Special Meeting to be called for such Purpose, according to the Directions herein-before laid down respecting such Meetings.

44. That the Persons forming such Committee shall make a Report on the State and Condition of the Almshouses, and any special Matter brought to their Knowledge at the Time of their Visit to such Almshouses; which Report, or the Particulars thereof, shall be entered by the Corporation in the Minute Book of Proceedings, and shall be signed by the Persons forming such Committee, and a Copy thereof transmitted to the Patron.

45. That the School and Almshouses shall be kept in good and sufficient Repair, at the Expense of the Charity, and shall be kept insured from Fire, and the Expense thereof be paid out of the Income of the Charity.

46. That the Inmates of the Almshouses shall not absent themselves therefrom for any Time exceeding Twenty-four Hours, without the special Consent in Writing of One of the Wardens, or upon Leave obtained from the Corporation at One of their General Meetings, and then only for such Time as the Corporation shall authorize.

47. That the Inmates of the Almshouses shall not be permitted to underlet the same, or permit any Stranger to occupy the same, or, without the Permission of the Corporation, to use the Garden Ground which may be attached to such Almshouses.

48. That the Corporation shall appoint a Medical Officer to visit the said Almspeople, and to pay him such Stipend as they shall think fit, not exceeding Twenty Pounds per Annum.

49. That the Corporation shall be at liberty to apply a Sum annually, not exceeding One hundred Pounds, out of the Income of the Charity, towards the Support of the National School of Brentwood for the Time being, or a School of a similar Character in or near Brentwood, all Children being entitled to attend the said School who shall be resident within the several Parishes aforesaid, and at equal Rates of Charge.

50. That after paying the Stipend of the Almspeople, the Expense of Insurance of the Almshouses, and any Repairs and other incidental Expenses

Expenses relating thereto, and also the said last-mentioned Allowances, and the Interest on the Money to be borrowed as aforesaid, and Monies required for the Sinking Fund as aforesaid, the Corporation shall pay the Residue of the Funds as Income applicable for increasing the Payments to the Head and other Masters, and in Payment of any other Charges incident to the School, as herein-before set forth.

51. That this Scheme shall be printed, and a Copy given to every Warden of the Charity, and to every Person who may hereafter become a Warden; and every Master, Under Master, and Usher, or other Person, appointed under the Provisions of this Scheme, shall, on accepting and before entering on the Duties of his Office, by Writing signed by him at the Foot of such printed Copies of this Scheme, certify that he has read the same, and that he undertakes and agrees to conform to, and comply with, and be bound by the Provisions thereof, so far as the same apply to the Office accepted by him.

The SECOND SCHEDULE referred to in the above Act.

1. A Schoolhouse situate in the Town of Brentwood in the Parish of Southweald in the County of Essex, abutting upon the High Road leading from Brentwood aforesaid to Artichoke Common, and which is used as a School, and is known by the Name of the Brentwood Grammar School; a Building of Wood, adjoining the said Schoolhouse, and used therewith; a Dwelling House, with Outhouses adjoining and belonging thereto, which, with the Garden next hereinafter mentioned, were formerly called Redcross, and are situate near to the said Schoolhouse, and in the said Town of Brentwood, and which Dwelling House and Outhouses are occupied by the Reverend Mr. Bell, the Usher of the said School, Rent-free.

2. A Garden, now used as a Play Ground with the said Schoolhouse, adjoining and belonging to the last-mentioned Dwelling House.

3. Three Fields, called or known by the Name of Conygree, situate in Brook Street Hill, at the Corner of Honeypot Lane, in the Parish of Southweald aforesaid, containing altogether about 4 Acres, in the Occupation of Mr. John Bush, as yearly Tenant thereof, at the yearly Rent of 15*l.*, free of all Taxes.

4. A Farm

4. A Farm House, Barn, Stable, Outhouses, and Buildings, called Chigwell Grange, and 67A. 0R. 22P. of Land situate at Grange Hill, in the Parish of Chigwell in the County of Essex, in the Occupation of Mr. E. Buckstone, as yearly Tenant thereof, at the Rent of 152*l.* per Annum, clear of all Taxes except Land Tax, that is to say,

Names.	*Quantities.* A.	R.	P.
Thirteen Acres	14	1	8
Five and a Half Acres	6	1	29
Further Frog Field	9	1	14
Five Acres	5	2	11
Hither Frog Field	6	1	2
Homestead	6	3	5
Homefield	4	1	30
Blue Bottles	4	1	35
Lower Field	7	3	30
Grove	1	2	18
	67	0	22

5. Fifty Acres of Land situate in the Parish of Chigwell aforesaid, in the Occupation of Mr. T. Wright, as yearly Tenant thereof, at the Rent of 76*l.* per Annum, clear of all Taxes except the Land Tax, that is to say,

Names.	*Quantities.* A.	R.	P.
Rose Bridge Hill	14	0	0
Great Shades	11	0	0
Little Shades	4	0	0
Frog Hall	12	0	0
Dads Mead	9	0	0
	50	0	0

6. Sixteen Acres Two Roods of Land, situate in the Parish of Chigwell aforesaid, in the Occupation of Mrs. Mary Ann Willcock, as yearly Tenant thereof, at the Rent of 40*l.* per Annum, clear of all Taxes except Land Tax:

Names.	*Quantities.* A.	R.	P.
Upper Field and Grove	6	2	0
Middle Field	3	0	0
Rose Bridge Field	7	0	0
	16	2	0

The THIRD SCHEDULE referred to in the above Act.

The Rectory or Parsonage of the Parish of Dagenham in the County of Essex, with the Rectorial Tithes of the said Parish; the total Amount of annual Rentcharge in lieu of Tithes (subject to Variation according to the Tithe Commutation Acts), has been fixed at the Sum of 1,036*l.*

Five Tenements and Gardens, situate in Southweald in the said County of Essex, abutting upon the High Road there, and known by the Name of the Almshouses, in the Occupations of William Crowther, Charles Kendall, James Wager, Judith White, and Elizabeth Sheldon, as Almspeople, who occupy the same respectively Rent-free.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1851.