ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

****

Cap. 20.

An Act for the Regulation and Improvement of the Charities founded by *Richard* Lord *Riche* in the Parish of *Felstead* in the County of *Essex*, and for other Purposes. [7th *August* 1851.]

WHEREAS on about the Seventeenth Day of *November* One thousand eight hundred and thirty-six an Information was filed in the High Court of Chancery by Her Majesty's Attorney General as Informant, and which Information was afterwards amended, and as amended was against *George Finch*, *George Henry Finch*, the Chaplain, Parochians, and Wardens of *Felstead* in the County of *Essex*, and the Reverend *Thomas Surridge*, as Defendants, for the Regulation and Improvement of the above-mentioned Charities, and a supplemental Information was afterwards filed by the said Attorney General as Informant against the said *George Finch*, *George Henry Finch*, the Reverend *Thomas Surridge*, and the Chaplain, Parochians, and Wardens of *Felstead* in the County of *Essex*, and *James Skill*, *John Abraham*, *John Jolliffe Tufnell*, *Jonas Coote*, *Hugh Simons*, the Reverend *Jeremiah Awdry*, *Joseph Edwards*, *Thomas Gladwin*, and the Right Reverend *Charles James* Lord Bishop of *London*, as Defendants: And whereas the said several Defendants to the said original and amended Information duly appeared and put in their Answers thereto, and the Causes of *Attorney General* v. *Finch*

Decree of Court of Chancery, dated 21st Feb. 1849.

came on to be heard in the said Court of Chancery, and by the Decree made at such Hearing, dated the Twenty-first Day of *February* One thousand eight hundred and forty-nine, it was amongst other things referred to the Master in the same Decree mentioned or referred to to make such Inquiries and to ascertain and state to the Court such Facts as in the same Decree mentioned in that Behalf: And whereas

Petition of Attorney General, dated 10th Feb. 1851.

Her Majesty's Attorney General on the Tenth Day of *February* One thousand eight hundred and fifty-one presented a Petition in the said Causes, praying amongst other things that it might be referred to the Master to whom the said Causes stood referred to settle and approve of a proper Scheme for the future Maintenance of the Charities in the said Petition mentioned (being the Charities aforesaid) and for the proper Application of the Income thereof respectively, and that if the said Master should be of opinion that an Act of Parliament was necessary for the Purpose of carrying out such Scheme then that he might approve of the Draft of a Bill to be proposed to the Legislature for the Purpose: And whereas by an Order of the said Court made on

Order, dated 19th Feb. 1851.

the Hearing of the said Petition, dated the Nineteenth Day of *February* One thousand eight hundred and fifty-one, it was amongst other things ordered that it should be referred to the Master to whom the said Causes stood referred to settle and approve of a proper Scheme for the future Management of the said Charities in the said Petition mentioned, known as the Charities of *Richard Riche* Lord *Riche*, and for the proper Application of the Income thereof respectively, having regard to the Change of Circumstances, and the present Value of the Property belonging to the said Charities; and it was ordered that the said Master should inquire whether it was necessary for the Purposes of carrying out this Scheme that an Act of Parliament should be obtained, and the said Master was to be at liberty to report thereon in his Report to be made pursuant to the said Decree, and if the said Master should be of opinion that an Application to Parliament was necessary, then the said Master was to settle and approve of the Draft of a Bill for that Purpose: And whereas in pursuance of the said

Master's Report, dated 26th June 1851.

Decree and Order respectively Sir *William Horne*, the Master to whom the said Causes stood referred, made his Report, dated the Twenty-sixth Day of *June* One thousand eight hundred and fifty-one, and he thereby certified and found, amongst other things, that in pursuance of the said Decree a State of Facts had been laid before him on behalf of Her Majesty's Attorney General, and that he had proceeded to consider such State of Facts, together with the several Documents and other Evidences produced before him in support thereof, and he found amongst other things that by Letters Patent of King *Philip* and Queen *Mary*, bearing Date the Tenth Day of *April* in the First and Second Years of their Reign, their Majesties granted Licence to *Richard Riche* Knight, Lord *Riche*, that he might be able to found, erect, and establish a certain Foundation and Erection in the Parish Church

Letters Patent, dated 10th April (1 & 2 Phil. & Mar.)

of

of *Felstead* in the County of *Essex* of One Chaplain for ever, to be appointed by the said Lord *Riche* and his Heirs, and of Parochians of *Felstead* aforesaid, and of the Wardens of the Works and Ornaments of the aforesaid Parish Church for ever, to be elected by the Parishioners of *Felstead* for the Time being, according to certain Ordinances and Constitutions of the said Lord *Riche* in that Behalf in Writing to be made, ordained, and declared, and when such Foundation should have been so made, founded, erected, and established it should be named and called the Foundation of *Richard* Lord *Riche* for the Support of poor Persons for ever, and that the Chaplain of the Foundation aforesaid, and the Parishioners of *Felstead* aforesaid, and the Wardens of the Works and Ornaments of the aforesaid Parish Church, when the aforesaid Foundation should be so made and established, should be a Body Corporate and Politic, and have perpetual Succession; and that the said Chaplain of the Foundation aforesaid, and the Parishioners of *Felstead* aforesaid, and the Wardens of the Works and Ornaments of the aforesaid Parish Church of *Felstead*, and their Successors, Chaplains of the Foundation aforesaid, and Parishioners of *Felstead* aforesaid, and Wardens of the Works and Ornaments of the aforesaid Church of *Felstead*, under and by the Name of "Chap- " lains of the Foundation of *Richard* Lord *Riche* in the Parish of " *Felstead* in the County of *Essex* for the Support of poor Persons, " and of the Parishioners of *Felstead* and the Wardens of the Works " and Ornaments of the Parish Church of *Felstead*," should be able to plead and be impleaded, and should have a Common Seal for ever, to be appointed according to the Ordinance of *Richard* Lord *Riche*, and that the said Lord *Riche* and his Heirs might grant to the said Corporation Messuages and Lands to the yearly Value of Fifty Pounds, and that the said Corporation might receive and purchase Lands to the yearly Value of other Fifty Pounds; and that by the said Letters Patent it was granted to the said Lord *Riche* and his Heirs that all the Chaplains of the said Foundation, when appointed by Deed sealed, should be immediately Chaplain and really invested thereof, without any Presentation to or Allowance by the Ordinary; and the said Master further found that by a Deed indented under the Hand and Seal of the said Lord *Riche*, bearing Date the Twenty-sixth Day of *April* One thousand five hundred and fifty-four (after reciting the said Letters Patent), the said *Richard* Lord *Riche*, in execution of the said Licence, and for the Sustentation of the poor People in the said Parish of *Felstead* and in the Parishes of *Little Leighs* and *Much Waltham* in the said County of *Essex*, did ordain, erect, make, and establish for ever that there should be One conscionable Person, being a Priest, chosen by him and his Heirs from Time to Time for ever, to be Chaplain of the same Foundation, and should be always thereunto named and collated by him and his Heirs in Writing, and that the same Priest so named and collated should, by virtue of the said

First Deed of Foundation, dated 26th April 1554.

Writing

Writing and of the said Letters Patent, be Chaplain of the said Foundation, and thereof really invested to all Intents and Purposes, and have and enjoy such Possessions, Profits, and Living as should be appointed for his Sustentation in the same during his Life, without any Admission, Institution, or Induction by any Ordinary to be had or made in that Behalf; nevertheless he ordained that every Chaplain which should be as aforesaid by him and his Heirs named, preferred, and collated should take Oath before him, his Heirs, or the Vicar of *Felstead* for the Time being, to perform the Parts of the Foundation as near as he could with all his Diligence, and also to administer the Sacraments and Sacramentals according to the Catholic Faith, and that if any Chaplain within One Month after he should be named, presented, and collated to the said Foundation should not take the said Oath in Time and Form aforesaid, then it should be lawful for him and his Heirs to name a Priest, in Form aforesaid, to be Chaplain of the said Foundation; and he also ordained that the said Chaplain, Parochians, and Wardens should have a Common Seal for the Causes of the said Foundation, whereon should be engraven the Image of the Holy Trinity written about "Sigillum Commune Fundationis *Ricardi* Domini *Riche* pro Sustentacione Pauperum," and that the same Seal should be kept in a Coffer in the Church of *Felstead* locked with Three Keys, One to remain in the Hands of the said Lord *Riche* and his Heirs, the Second with the Chaplain of the said Foundation for the Time being, the Third with the eldest of the Wardens in the Office of the said Parish Church of *Felstead* for the Time being; and after ordaining certain superstitious Observances therein described he further ordained that the Tenement therein mentioned called *Ingrams*, with the Croft called *Ingrams* adjoining the same Tenement, containing by Estimation One Acre and a Half, lying and situate in *Felstead* aforesaid, should be for ever the Mansion House and Curtilage for the said Chaplain and his Successors, and the Site of the same, and that the Chaplains of the said Foundation should solely and only occupy the same to their own Uses; and he ordained that the said Churchwardens for the Time being should take and receive the Profits of such Lands, Tenements, Parsonages, and Hereditaments as he should give to the said Chaplain, Parochians, and Wardens, and to their Successors, except of the said Tenement and Croft called *Ingrams*, and therewith buy yearly for ever Eleven Barrels of White Herrings and Eleven Cades of Red Herrings, to be employed as follows; (that is to say,) the said Churchwardens of *Felstead* should yearly give and distribute Seven Barrels of White Herrings and Seven Cades of Red Herrings, by their Discretion, with the Consent of the Vicar of *Felstead*, the Farmer of the Manor of *Felstead*, and of the Chaplain of the said Foundation for the Time being, or of One of them at the least, to the poor Householders of *Felstead* aforesaid, where most Need should be, the First Dole of One

Barrel

The Felstead Charities Act, 1851.

Barrel of White Herrings and One Cade of Red Herrings to be given on *Ash Wednesday*, and so weekly every *Sunday*, in the Afternoon, during *Lent*, One Barrel of White Herrings and One Cade of Red Herrings, until the said Seven Barrels and Cades should be fully given and distributed, the said Churchwardens to have to their own Use all the empty Barrels; provided that the Chaplain of his Foundation for the Time being should have at every Dole there Twenty White Herrings and Twenty Red Herrings; and that the said Churchwardens of *Felstead* yearly, between the Feast of the *Purification* and *Ash Wednesday*, should deliver, or cause to be delivered, to the Churchwardens of *Much Waltham* for the Time being, Three Barrels of White Herrings and Three Cades of Red Herrings, to be given and distributed yearly by the Churchwardens of *Much Waltham* to the poor Householders there whom they should think to have most Need, with the Consent of the Farmers of the Manor of *Waltham* aforesaid, and of the Parsonage of the same, or of One of them at the least, the said Churchwardens of *Much Waltham* to have the empty Barrels, the Doles to be given and distributed at *Much Waltham* at such Days and Times as were before limited in the Parish of *Felstead*; and also that the said Churchwardens of *Felstead*, between the Feast of the *Purification* and *Ash Wednesday*, should deliver to the Churchwardens of *Little Leighs* for the Time being One Barrel of White Herrings and One Cade of Red Herrings, to be given and distributed yearly to the poor Householders of *Little Leighs* aforesaid, where most Need should be, by the Direction of the said last-named Churchwardens, and by the Consent of the Vicar there, and of the Farmer of *Breames*, or of One of them at the least, to be distributed by even Portions, at such Days and Times, and in such Form, as was before declared in the Parish of *Much Waltham*, the Churchwardens of *Little Leighs* to have the empty Barrels; also he further ordained that all Leases and Grants of any Lands, Tenements, or Hereditaments to be appointed and limited for to bear the yearly Charge of that Foundation should be made for Twenty-one Years or under, but not above the old accustomed and usual Rents, and no more, to be yearly reserved, and for the Fine of Two Years Rent at the most, and not above; provided that if any Leases or Grants should be made in possession or reversion to the contrary thereof the same should be void, and Cause of removing the said Chaplain and to present and collate another; also that the said Churchwardens of *Felstead* aforesaid should yearly upon *Low Sunday*, at Afternoon, make their Account concerning the Execution of the said Foundation before the Vicar of *Felstead* and the Chaplain of the said Foundation for the Time being and Six other honest Persons of the said Parish, at which Time the said Churchwardens should retain for their Pains and to their own Use Ten Shillings each, and they to be allowed to them upon the Profits of the said Lands and other the Premises at the Account aforesaid, from Time to Time, to pay for

their Dinner, the Day of the Account, Five Shillings; and he further ordained that the Churchwardens for the Time being of the Parish of *Felstead* should yearly pay to the Chaplain of the said Foundation for his Stipend and Salary of the same, out of the Lands and Hereditaments to be by him the said Lord *Riche* given to the said Foundation, Ten Pounds, to be paid quarterly by even Portions over and besides his said Dwelling House and Croft, and that the said Churchwardens of *Felstead* should yearly, at the said Account, pay to the Vicar of *Felstead* for the Time being Thirteen Shillings and Fourpence, to the Intent that the said Vicar should from Time to Time call upon the Churchwardens for the true Execution of the said Foundation, and the Rules and Ordinances of the same, and for his attending at the superstitious Observances thereby ordained, as above mentioned; and that the said Churchwardens of *Felstead* aforesaid, at the Delivery of the said Herrings to the Churchwardens of *Much Waltham* aforesaid, should yearly pay to them for their Pains Six Shillings and Eightpence, and to the Churchwardens of *Little Leighs* aforesaid the Sum of Four Shillings; and also that the said Churchwardens of *Felstead* should retain and keep in a common Box or Purse the Overplus of the Issues and Fines coming of the said Lands and Tenements and other the Premises not employed for the Execution of the said Foundation, Rules, and Ordinances, and the same should keep towards their Charges and Expenses, and for the Reparations, as well of the said Dwelling House of the said Chaplain as of the Houses and Buildings of any other Manors, Lands, Tenements, and Parsonages, or other Hereditaments as should be given by him, the said Lord *Riche*, to the said Chaplain, Parochians, and Wardens; and he further ordained, that if the said Chaplain should be promoted to any other spiritual Office or Promotion, or should be guilty of any of the Offences therein mentioned, such Offence being proved before the Ordinary of the Diocese for the Time being, the said Lord *Riche* and his Heirs should have the Power of removing him and collating another in his Place, and if no other Chaplain should be collated by him or his Heirs for the Space of Three Months that then it should be lawful for the Bishop of *London* for the Time being to collate a Chaplain, saving to the said Lord *Riche* and his Heirs always the Patronage of the same when the Term should at other Time happen; and that it was by the said Deed now in recital declared that the said Lord *Riche* having named Sir *Henry Sayer* Chaplain to be the First Chaplain of the said Foundation, and him having ordained and collated by that his Deed sealed did ordain and collate him to be Chaplain of the said Foundation for the Term of his Life, and that the said Sir *Henry Sayer* thereby and by virtue of the said Letters Patent and then was really invested Chaplain in the same; and it was thereby also declared that the Parochians of *Felstead* aforesaid since the said Licence so granted as aforesaid having for their

Part chosen, named, and appointed *John Wiseman* Esq. and *John Wood* Yeoman to be Wardens of the Works and Ornaments of the said Parish Church of *Felstead*, and the same *John Wiseman* and *John Wood* being then presently such Wardens by virtue thereof and of the said Letters Patent and of the said Deed, the said Foundation in the said Letters Patent specified, and by the said Lord *Riche* to be made, erected, and established, was then already founded, made, erected, and established, and was a Body Corporate and Politic in Deed and in Name, and had Succession perpetual by the Name of "The Chaplain of the Foundation of *Richard Riche* Lord *Riche* in "the Parish Church of *Felstead* in the County of *Essex*, and the "Parochians of the Parish of *Felstead*, and the Wardens of the "Works and Ornaments of the said Parish Church of *Felstead*;" and that the said Chaplain, Parochians, and Wardens One Body Politic and Corporate he did ordain, make, and erect, and the same for One Body Politic and Corporate in Deed and in Name he did accept and declare for ever, and to have Succession for ever, according to the said Letters Patent; and the said Master further found that by a certain Deed indented under the Seal of the said Lord *Riche*, bearing Date the Twenty-seventh Day of *April* One thousand five hundred and fifty-four, the said Lord *Riche*, for the Honour of God and the Endowment of the said Foundation by him founded in *Felstead*, granted to the Chaplain of the said Foundation and the Parochians and Wardens of the Works and Ornaments of the Parish Church of *Felstead* certain Messuages, Lands, and Hereditaments [which are mentioned and described in the same Deed and in the said Report], to hold the same with the Appurtenances to the said Chaplain, Parochians, and Wardens, and their Successors for ever, for performing the Ordinances, Uses, and Intentions of the above-recited Indenture; and the said Master further found that by a certain other Deed indented bearing Date the Twenty-first Day of *May* One thousand five hundred and sixty-four, under the Hand and Seal of the said Lord *Riche*, reciting amongst other things that in the said Deed of Foundation, amongst other Ordinances and Rules, there were certain Ordinances, Rules, Prayers, and other Ceremonies declared which were then by the Laws of *England* taken away and abrogated, that is to say, certain Masses, Dirges, and ringing of Bells, he the said Lord *Riche* ordained that the Chaplain of the said Foundation by him and his Heirs from Time to Time to be named and collated should be an able Person and sufficient in Learning and Qualities to instruct such Male Children born in *Essex*, to the Number of Eighty, in Grammar and other virtuous and godly Learning, according to *Christ*'s Religion, and such Male Children as should be born in any of his own Manors or Farms should be first preferred; and that the said Chaplain should be the Schoolmaster of the said Children, and should keep a Free School at *Felstead* for

Second Deed of Foundation, dated 27th April 1554.

Third Deed of Foundation, dated 21st May, 1564.

for ever, to be the Free School of *Richard* Lord *Riche*, and that he and his Heirs for ever should appoint an able and sufficient Person to be the Usher of the said Free School, who should be diligent under the said Schoolmaster in the teaching of such Children as he should appoint, and if the said Usher should not obey the said Master, then on Complaint of the said Master to the said Lord *Riche* or his Heirs of such Misbehaviour, and the same being proved before him or his Heirs, he or they should remove the said Usher of the said Free School; and he ordained that the said Messuage or Tenement called *Ingrams*, with the Garden and Croft so called, containing One Acre and Two Roods, herein-before mentioned, should be the Dwelling for the said Schoolmaster and his Successors, and that the School should be kept in a House by him given or erected, or to be given or erected for that Purpose, in which the said Usher and his Successors should have a Chamber at the End of the said School; and he ordained that the said Chaplain, Master, or Usher should be removable for the Causes and in the Manner therein mentioned, and then that he and his Heirs should name and collate to the said Offices others of the like Qualities and Abilities as aforesaid; and if he or his Heirs should not within Six Weeks after the removing of the said Chaplain and Usher prefer others as aforesaid, then the Bishop of *London* should appoint a Master and Usher as aforesaid, to be from Time to Time removable as aforesaid; and if the said Bishop should not appoint within Six Weeks, the Power of Appointment to revert to the said Lord *Riche* and his Heirs as therein mentioned, and so for the Default of him and his Heirs, and the said Bishop and his Successors, every such Chaplain and Usher should be named and collated by him and his Heirs, or the said Bishop and his Successors, in whom there should be no last Default; also he further ordained (amongst other things) that the said Churchwardens of *Felstead* should yearly on *Low Sunday*, in the Afternoon, make their Account concerning the Execution of the said Foundation before the said Lord *Riche* and his Heirs, or another Person to be by him or them named to take the said Account, and the Vicar of *Felstead*, the said Chaplain and Usher or Two of them, and Two other honest Persons of the said Parish; and he also directed that they should be allowed out of the Profits of the said Lands and other Premises at the Account aforesaid, to pay for a Dinner on the Day of Account, the Sum of Five Shillings, and that the Churchwardens should yearly pay to the said Chaplain for his Stipend for teaching the said Children, out of the Premises belonging to the said Foundation, the Sum of Twenty Pounds, and to the Usher the Sum of Ten Pounds, to be paid quarterly, besides their Dwelling House and Croft and other Commodities to them limited, and that the Churchwardens should yearly, at the said Account, pay to the Vicar of *Felstead* the Sum of Six Shillings and Eightpence, to the Intent that he should from Time to Time call upon the Churchwardens for the true

true Execution of this Foundation, and the Rules and Ordinances concerning the same, and should also pay to the Preacher on *Low Sunday* the Sum of Thirteen Shillings and Fourpence; and further, that if the said Chaplain should be nominated to any other spiritual Office other than by the Gift of him or his Heirs, then it should be lawful for him and his Heirs to remove the said Chaplain and collate another in his Place; and the said Master further found that by a certain other Deed indented, bearing Date the Twenty-second of *May* One thousand five hundred and sixty-four, under the Hand and Seal of the said Lord *Riche*, he did thereby give and grant to the said Chaplain, Parochians, and Wardens, and their Successors, an Annuity of Twenty Pounds *per Annum*, issuing out of his Demesne Manor of *Felstead*, to be paid at *Michaelmas* and *Lady Day*, as in the same Deed mentioned and expressed; and the said Master further found that by a certain other Indenture, bearing Date the Twentieth Day of *September* One thousand five hundred and sixty-five, under the Hand and Seal of the said Lord *Riche*, made between the said Lord *Riche* of the One Part, and the said Chaplain, Parochians, and Wardens of the other Part, it is witnessed that the said Lord *Riche*, for the better Sustentation of Six poor Persons thereafter by the said Lord *Riche* and his Heirs from Time to Time for ever to be chosen, (the Queen's Licence thereto being first obtained,) granted unto the said Chaplain, Parochians, and Wardens, and their Successors for ever, certain Messuages, Lands, Tithes, and Hereditaments which are in the same Indenture and in the said Report now in recital mentioned and described, and including among the other Hereditaments the Parsonage or Rectory of *Braintree* in the County of *Essex*, to hold the same Premises with their Appurtenances unto and to the Use of them the said Chaplain, Parochians, and Wardens, and their Successors for ever, to the Intent they should convert and dispose of the Premises as by the said Lord *Riche* should be assigned by Writing indented, to and for the fulfilling such Declarations, Rules, and Ordinances as by the said Lord *Riche* should be made and declared in the Writing indented, to be made between the said Lord *Riche* of the One Part and the said Chaplain, Parochians, and Wardens of the other Part; and the said Master further found that by a certain other Deed indented, bearing Date the Twenty-third Day of *December* One thousand five hundred and sixty-five, and made between the said Lord *Riche* of the One Part, and the said Chaplain, Parochians, and Wardens of the other Part, after reciting the said Letters Patent and the said last-mentioned Deed, and that the said Lord *Riche* had then lately provided and built at his own Cost a Tenement in the same Deed mentioned called "*Collyers*," convenient and meet for an Almshouse for the Relief and Habitation of Five poor, old, impotent, or lame Persons, and also for One grave, honest, and diligent Woman to attend to the said Five poor People, the said Six Persons to be chosen by the said Lord *Riche*

Fourth Deed of Foundation, dated 22d May 1564.

Fifth Deed of Foundation, dated 20th Sept. 1565.

Sixth Deed of Foundation, dated 23d December 1565.

and his Heirs, there to continue during their Lives, to the Intent that the said Five poor Almspeople should daily come to the Parish Church of *Felstead* (if Sickness or Infirmity should not let them), and there to remain during Service Time, and say Prayers for the King and his Subjects, and for the Founder and his Heirs, as therein mentioned, he ordained that there should be and continue from Time to Time for ever in the said Messuage or Tenement to honour and serve God and to pray as aforesaid Five poor Men and Women, old, weak, impotent, or lame, and such as should not be able to work so as wholly thereby to be able to live, and One honest, grave, and diligent Woman who should attend on the said Five Poor, and should continually prepare and dress their Food, and wash, wring, and cherish them to the utmost of her Power; which said Six Persons should have freely during their Lives their Dwelling, Chambers, and Lodging in the said Almshouse, with such Relief and Necessaries, and in Manner and Form as therein-after declared, and that the said Lord *Riche* and his Heirs should be perpetual Patrons of the said Erections and Foundations, and of the said Six Persons, when any of the Places or Rooms should be void; and that whenever it should happen that any of the said Six Persons should die, or justly be removed from any of the said Places or Rooms, that then the said Lord *Riche* and his Heirs should from Time to Time with convenient Speed nominate One other Man or Woman of the sort aforesaid, as the Place should require, in the Room of any such Person so dying or being removed; and if the said Lord *Riche* or his Heirs should not after the Death or Removal of any of the Six Persons within One Month nominate another Person, that then the said Chaplain and Churchwardens, or Two of them, should, for that Time only, nominate to such Vacancy as aforesaid; and that if the said Nurse should wax feeble and sick, and should be unable to perform the Duties aforesaid, or should be faulty as after mentioned, the said Lord *Riche* and his Heirs should, upon Report thereof made to the said Chaplain and Churchwardens or Two of them (such Fault being judged by the said Lord *Riche* and his Heirs as a Fault or just Cause of removing such Offender), within Fourteen Days after such Report, appoint One other Woman to the said Office, and if they should not appoint, the said Chaplain and Churchwardens might fill up the said Vacancy; and he ordained that the Woman so to be removed for any of the Causes aforesaid, (except lewd Living, or false Dealing, or mis-using their Office,) should have the Preference of the next Place of any of the said Five poor Almsfolk that should become void; and further ordained that if at any Time any of the said Five poor People should be of light Behaviour or evil Living, or an Alehouse-keeper, or a common Drunkard or Brawler, or should not do his Duty on all Points according to the Rules therein-after expressed, or should be a Waster of the Goods of the Almshouse, or suffer any evil Haunt to their Lodging, or receive any to rest with them, or convey their Interest in the

Houses

Houses and Land belonging to the said Rooms, or keep any Children in the said House, that then, upon Complaint and Proof thereof made before Lord *Riche* or his Heirs, or upon Report in Writing of the said Chaplain and Churchwardens, or any Two of them, or the said Vicar of the said Parish, or the Farmer of *Felstead Bury*, with Two or Three of the most substantial Men of the said Parish, the Place of any Person so proved or declared faulty should be thenceforth utterly void, and then the Vacancy should be filled up as above mentioned in the Case of the Nurse; and the said Lord *Riche*, for the better Sustentation of the said Six poor Persons, ordained that they should have and enjoy, by the Permission of the said Chaplain, Parochians, and Wardens, and their Successors, such several Lodging in the said Almshouse freely and quietly as to every of them from Time to Time should be appointed by his or her Presentor or Patron; and also should have and enjoy, by the said Permission, the Hall, Kitchen, Buttery, Cellars, Barns, and other Outhouses to the said Almshouse belonging, and also the Crofts, Pastures, Tithe, Hay, and Wood specified in the lastly-recited Indenture, with such Kine and Cattle and their Increase as the said Six poor Persons should have and bring upon the same in such Manner as by the said Lord *Riche* should be therein-after devised; and should also for their Fuel and Fire seasonably take, cut down, and carry away to the said Almshouses yearly One Rood of the Wood in the same Deed mentioned called *Enfields*, to be spent only in the said Almshouses; and should also lop and crop the Trees growing upon any of the Premises, without girding or felling any Trees above the Growth of Twenty-one Years, except they should be dead and rotten, without any Hindrance from the said Chaplain, Parochians, and Wardens; and he ordained that the said Five poor People should yearly fence and preserve the said Wood at their own Cost from hurting or biting the Spring thereof, and so should preserve and keep the same for Five Years after the felling thereof, and thereto should fell and take Bushes and Cops for Stakes in the said Wood, and if they should not fence and preserve the said Wood in due Time that then the said Chaplain, Parochians, and Wardens should from Time to Time, in seasonable Time, fell and sell so much of the said Wood as should be sufficient for the fencing of the said Wood without Waste; and reciting that the said Lord *Riche* had given Six Kine to the said Six poor Persons, he further ordained that they should keep them to the best of their Power, and should yearly sell all their Calves except One Cow Calf, and should yearly sell One Cow of the said Kine to their only Use and Profit; and that the said Six poor Persons should for ever be ordered and governed in all things by the Advice and Consent of the said Lord *Riche* and his Heirs, and for want thereof by the Advice and Consent of the Chaplain, Parochians, and Wardens, and Farmer of the said Manor, or any Two of them, so that the same should not be contrary to the Advice

and

and Consent of the said Lord *Riche* and his Heirs, or to any Article or Declaration in the now-stating Deed mentioned; and if any of the said Six poor Persons should refuse to be so ordered and governed such Persons should be removed from his or her Room, and thereby such Room should become void; and that the said Lord *Riche*, by the said Deed now in recital, further ordained that the said Chaplain, Parochians, and Wardens, and their Successors, or One of them, of the Issues and Rents of the said Parsonage of *Braintree*, in every Lunar Month on the last Day of the said Month, should truly, without Delay, pay at the said Almshouse to every of the said Five poor Folks during their Lives the Sum of Three Shillings and Fourpence, and to the Woman or Nurse the Sum of Five Shillings and Fourpence; and further, that each of the Churchwardens should have yearly the Sum of Five Shillings of the yearly Profits of the Parsonage of *Braintree* for their Pains; and that the Residue of the Profits of the said Parsonage (the Provisions of Corn for the said Six poor Persons in the Manner therein-after declared only excepted) should be employed towards the Reparations and Maintenance of the said Almshouse and other the Buildings appertaining to the said Almshouse; and further, that the said Chaplain, Parochians, and Wardens, and their Successors, or One of them, out of the Issues and Revenues of the said Parsonage of *Braintree*, and out of other Lands and Provisions reserved out of their Possessions belonging to the said Body Politic, should pay to the said Nurse, and for want of that Nurse to such of the said Poor as at the same Almshouse should then be and remain on the last Day of the Lunar Month, for the Relief of the said Six poor Persons, Four Bushels of pure and sweet White or Red Wheat, and Six Bushels of like Barley Malt of the Standard Measure kept in the same Almshouse, and to be brewed and baked to the Use of the said Six Poor, that is, every Week One Bushel of the said Wheat to be made into Bread, and every Fourteen Days Three Bushels of the said Malt to be brewed and made into Beer or Ale, at the Pleasure of the said Six Poor, the same Bread, Beer, and Ale to be wisely and discreetly eaten and drunk to the Relief and refreshing of the said Six Poor; and if the said Six Poor, having once or twice Warning of the said Lord *Riche* or his Heirs, or the said Chaplain and Churchwardens and their Successors, or Two of them, to forbear the indiscreet using or spending of the said Corn, Bread, Beer, or Ale, or any Milk, Wood, or Coal or other Thing necessary for the Relief of the said Poor, should oftsoons offend or be negligent in the discreet receiving, keeping, and employing any of the Provisions aforesaid, the said Lord *Riche* and his Heirs, within One Month after Knowledge to them given by the said Chaplain and Wardens, or Two of them, should remove the said poor Persons so offending, but the said Poor were to dispose of their several Payments in Money at their Pleasure; and, further, that if any of the said Six poor Persons should happen

to

to die or be removed as aforesaid, the Portion of Money appointed to any such poor Person during the Time the Room should be void should remain to the said Chaplain, Parochians, and Wardens towards the Charge of such Woman as should attend the said Poor if the Place of the Nurse should be void, and towards the Repairs and other Charges of the said Almshouse and the Houses and Appurtenances thereof during the Time of such Avoidance; and that he the said Lord *Riche*, by the said Deed now in recital, further required and commanded his Heirs for ever, and the said Chaplain, Parochians, and Wardens, and their Successors for ever, from Time to Time and for ever to perform as much as in them lay all his Rules, Ordinances, and Constitutions thereby established; and he further ordained that the said Chaplain and Wardens, and their Successors, should order and govern to the best of their Power the said Six Poor in all Ordinances and Rules not contrary to the Rules and Constitutions thereby established; and he further ordained that the said Churchwardens for the Time being, their Executors and Administrators, should yearly, in the said Almshouse, whenever they should be thereunto required, upon a reasonable Warning to be given to them by the said Lord *Riche* or his Heirs, or by any other Person by their Command, make a just and true Account in and for the Premises before the said Lord *Riche* and his Heirs, or before such Person as he or they should thereto appoint, and then should pay over to their Successors in the Office all such Money as should be found due by them upon the said Account; and the said Master, by his said Report now in recital, further found that Lady *Augusta Elizabeth Finch*, by her Will dated the Eleventh Day of *July* One thousand seven hundred and ninety-seven, proved in the Prerogative Court of *Canterbury* on the First Day of *June* One thousand seven hundred and ninety-eight, bequeathed the Sum of Five hundred Pounds to the People in the Almshouses at the Demise of her Sisters, *Essex* and *Hatton Finch*, and that the said Lady *Hatton Finch*, the Survivor of the said Two Sisters, died in or about the Year One thousand eight hundred and thirty; and the said Master further found, amongst other things, that the Patronage of the said Charitable Foundation, by virtue of divers Descents and Assurances in the Law deducing the Title from the said Founder *Richard* Lord *Riche*, which are respectively mentioned and set forth in the said Report, is now vested in *George Finch* of *Burley* in the County of *Rutland*, Esq., (One of the Defendants to the said Causes,) for his Life, and in Remainder in Tail in *George Henry Finch* his Son (another of the Defendants to the same Causes); and the said Master further found that the whole of the Estates and Property comprised in the before-stated Indenture of the Twentieth Day of *September* One thousand five hundred and sixty-five have ever since been in the Occupation of the said Almspeople, except the Parsonage or Rectory of *Braintree* with its Appurtenances, the Tithes and Rents whereof, to

the Amount of One hundred and sixty-eight Pounds Ten Shillings and Twopence, were by the said Report stated and found to form Part of the Funds standing in the Name of the Accountant General of this Court in trust in the said Causes; and the said Master further found (amongst other things) that the Chaplain of the said Hospital had always been appointed by the Patron thereof for the Time being, and that the Wardens of the Works and Ornaments of the said Parish Church of *Felstead*, or, in other Words, the Churchwardens, had always, so far as could be ascertained, been appointed in the usual Way, that is to say, One by the Minister of the Parish and the other by the Parochians or Parishioners at large, and that there had never been any Appointment of any Parties in the Character of "Parochians," but it had been the immemorial Custom, on the Occasion of granting Leases or transacting any other Business relating to the Charities, to call in any Two or more of the respectable Parishioners who might happen to be passing, to testify the Consent of the Parishioners generally, and that there was not, from the Usage of the Parish or otherwise, any Ground for attributing to the Word "Parochians" any Meaning other than that of Parishioners generally, and that the whole Body of Parishioners appears to have been intended to be, and to be, an integral Part of the said Corporation; and the said Master further found that the Estates and Property belonging to the said Charity, which had been then recently surveyed and valued by an experienced Surveyor, then consisted of Three hundred and eighteen Acres One Rood and Twelve Perches of Land in the several Parishes of *Felstead*, *Braintree*, *Broomfield*, *Morton*, *Fyfield*, and *Matching*, all in the said County of *Essex*, and also of certain Tithe Rentcharges in the several Parishes of *Braintree*, *Broomfield*, and *Matching*, and of the said Rentcharge of Twenty Pounds issuing out of the said Lands in the Parish of *Felstead* called *Felstead Bury*, and of a Sum of Six hundred and forty-nine Pounds Seven Shillings Three Pounds *per Cent.* Consolidated Bank Annuities, bequeathed by the said Lady *Augusta Elizabeth Finch* to the Almspeople, the Dividends whereof were divided amongst them, and that such Estates and Property consisted of the several Particulars which are mentioned and set forth in the said Report, and which are also stated and set forth, together with their respective annual Values, and the Names of the several Tenants or Persons in the Occupation thereof respectively, in the Second Schedule to this Act annexed; and the said Master further found that the Reverend *Albert Henry Wratislaw*, Fellow and Tutor of *Christ's College*, *Cambridge*, is the present Chaplain of the said Foundation, and that *Cheveley Frederick Phillips* and *Charles Livermore* are the present Churchwardens of the Parish Church of *Felstead*; and the said Master further found that the present annual Value of the Estates and Property belonging to the said Charities respectively were such, and that the same and every Part thereof were in the Possession or Occupation of such several Persons,

Persons, and were then let on such Terms and Conditions as are in the same Report and in the said Second Schedule to this Act annexed mentioned and set forth; and the said Master further found that the Sum of One hundred and sixty-eight Pounds Ten Shillings and Twopence Bank Three Pounds *per Cent.* Annuities, Part of the Sum of Eight hundred and thirty-six Pounds Four Shillings and Tenpence like Annuities, standing in the Name of the Accountant General of the Court of Chancery in trust in the same Causes at the Date of the said Report, had arisen from the Estates and Property comprised in the said Indenture of the Twentieth Day of *September* One thousand five hundred and sixty-five; and the said Master further found that the several Rights of Patronage and Nomination which, under or by virtue of the said Letters Patent and the said several Indentures thereinbefore mentioned, or some or One of them, had been vested in *Richard* Lord *Riche* and his Heirs, were then vested in the Defendant *George Finch* for his Life, and in remainder in Tail in the Defendant *George Henry Finch* his Son, and that such Rights consisted of the Power of nominating, collating, and removing the Chaplain of the said Foundation and Master of the said School, and of nominating and removing the Usher of the said School, and the poor People in the said Almshouse; and the said Master further found that the said Foundation of the "Chaplain, Parochians, and Wardens of the Parish Church of *Felstead*" was duly constituted and established according to the true Intent and Meaning of the said Letters Patent, and that the same was then a valid and subsisting Corporation, and consisted of the said *Albert Henry Wratislaw* in his Capacity of Chaplain of the said Foundation, and of *Cheveley Frederick Phillips* and *Charles Livermore* in their Capacity of the present Churchwardens of the Parish Church of *Felstead*, and of the Parishioners at large of the said Parish, and that such Corporation had from Time to Time been continued and kept up by the due Nomination and Appointment of the said Chaplain by the Heirs of the said Lord *Riche*, or by other the Parties legally entitled to nominate and appoint such Chaplain, and by the Election in ordinary Course of the Churchwardens of the said Parish for the Time being, the said Chaplain and Churchwardens respectively, with the Parochians or Parishioners at large of the said Parish of *Felstead*, constituting the complete Corporation; and the said Master further found that the Rights, Duties, and Privileges of such Corporation consisted of the following Particulars, namely, that the Corporation possess a Common Seal and are Trustees of all the Property belonging to the said Charity, and are empowered to grant Leases thereof, and they have also the entire Control and Management of the Almshouses and School; and that the Chaplain has a Residence Rent-free, and is also the Schoolmaster of the said School, and is entitled as Chaplain to an annual Stipend of Ten Pounds, and as Schoolmaster to a like Stipend of Twenty Pounds; and that the Churchwardens are empowered to receive

receive the Rents and Profits of the Charity Property, and to distribute the same according to the Ordinances of the said Lord *Riche*, so far as such Ordinances provide for such Distribution, and are to render an annual Account on *Low Sunday* in each Year; and that the said Chaplain and Churchwardens have the Nomination of the Almspeople in default of Lord *Riche* or his Heirs so nominating within One Month of a Vacancy, and that it is their Duty to visit and report upon the State of the Almshouse; and the said Master further certified that he had, as directed by the said Order of the Nineteenth Day of *February* One thousand eight hundred and fifty-one, proceeded to settle and approve of a proper Scheme for the future Management of the said Charities established by the Charitable Foundation aforesaid, and for the proper Application of the Income thereof respectively, having regard to the Change of Circumstances and the present Value of the Property belonging to the said Charities; and, having been attended by the Counsel and Solicitor for the respective Parties, he had approved of the said Scheme set forth in that his Report as a proper Scheme for the future Management of the said Charities, and the proper Application of the Income thereof respectively, having regard as aforesaid; and the said Master further found, and stated, that he was of opinion that it was necessary that an Act of Parliament should be obtained for the Purpose of carrying out the said Scheme, and that he had therefore proceeded to settle and approve of the Draft of a Bill for such Act of Parliament, and that he had caused the said proposed Bill to be engrossed on Forty-five Sheets of Paper, and in testimony of his Approval thereof he had signed his Allowance at the Foot of the said Engrossment: And whereas by an Order of the said Court of Chancery made in the said Causes, and dated the Thirtieth Day of *June* One thousand eight hundred and fifty-one, it was amongst other things ordered that the said Master's said Report should be confirmed, and that the said Informant, Her Majesty's Attorney General, should be at liberty to apply to Parliament for an Act in the Terms of the Draft Bill so approved of by the said Master as aforesaid: And whereas the Scheme so settled and approved by the said Master as aforesaid is the Scheme which is stated and set forth in the First Schedule to this Act annexed: 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,

The Scheme in the First Schedule confirmed and to be Part of this Act, and the

I. That the said Scheme stated and set forth in the said First Schedule annexed to this Act shall be and the same is hereby confirmed, and that the same shall be taken and considered in all respects and for all Purposes as Part of this Act; and that the said Corporation or Foundation of "The Chaplain, Parochians, and Wardens of

the Parish Church of *Felstead*" constituted and established under or by virtue of the said Letters Patent of the First and Second Years of King *Philip* and Queen *Mary*, by whatever Name such Corporation has been or is known, and all and singular the several Members, Offices, Places, and Appointments constituting Part of such Corporation, or now held or enjoyed respectively under or by virtue thereof, or of the Charitable Foundation of the said *Richard* Lord *Riche*, shall be and the same respectively is and are hereby dissolved and abolished to and for all Intents and Purposes whatsoever. former Corporation dissolved.

II. Provided nevertheless, That nothing in this Act or the Scheme contained shall prejudice or affect the Estate and Interest of the Person or Persons entitled in reversion or remainder on the Decease of the said *George Finch* in the Right of appointing and removing Schoolmasters, Ushers, and Almspeople, or any Rights of Patronage or other Rights or Privileges so reserved as aforesaid to the said Lord *Riche* and his Heirs; and in case at the Decease of the said *George Finch* the Person or Persons so entitled as aforesaid shall not have conveyed the whole of his or their Estate and Interest in such Rights or Privileges to the Trustees for the Purposes of the Scheme, and the Trustees shall not within Six Months after the Decease of the said *George Finch*, or if such Person or Persons shall at the Decease of the said *George Finch* be under any Disability, within Six Months after the ceasing of such Disability, request such Person or Persons to convey to the Trustees such Estate and Interest for the Purposes of the Scheme, or such Person or Persons shall, being requested by the Trustees, neglect or refuse, when competent so to do, to convey such Estate and Interest to the Trustees for the Purposes of the Scheme, the Charities shall, at the Expiration of Six Months after the Decease of the said *George Finch*, or after the ceasing of such Disability as aforesaid, or after such Refusal or Neglect as aforesaid, as the Case may be, cease to be administered according to the Provisions of this Act and the Scheme, and the same shall be administered in the same Manner as they would have been in case this Act had not passed: Provided always, that it shall be lawful for the said Court of Chancery, upon a Petition to be preferred in summary Way by Her Majesty's Attorney General, or by the Trustees or the Person or Persons so entitled in reversion or remainder as aforesaid, after giving in each of the Two last-mentioned Cases Notice to the Attorney General, at any Time within the said Period of Six Months or afterwards, to revive or continue the Scheme, with such Alterations as may appear to the said Court to meet the Consequences of the Want of a Conveyance of such Estate or Interest as aforesaid by the Person or Persons so entitled thereto in remainder or reversion as aforesaid, having regard to the original Foundation and the Scope and Intention of the Scheme, and so that the Person or Persons so entitled in remainder or reversion as aforesaid may, unless they or he shall agree to the contrary, have Saving Rights of the Remainder Men in the Patronage of the Charity.

the same Right of appointing and removing Schoolmasters, Ushers, and Almspeople, and other Rights and Privileges under the Scheme, so to be revived or continued and altered by the High Court of Chancery, as he or they had under the several Indentures and Will herein-before recited, or as near thereto as may be.

Trustees incorporated.

III. That the Trustees for the Time being of the Charities to be appointed as mentioned and provided in and by the said Scheme, and their Successors, shall be a Corporation with perpetual Succession, by the Name of "The Trustees of the *Felstead* Charities," and shall have and use a Common Seal, and by that Name shall and may sue and be sued, and plead and be impleaded in all Courts and Places, and by that Name shall and may take and hold all Real and Personal Estate and Property whatsoever, for the Purposes and according to the Provisions of this Act and of the Scheme, and by that Name shall and may have and exercise all the Powers and Authorities created and given to the Trustees by this Act, or by the Scheme.

Estates, &c. specified in Second Schedule to be vested in Trustees to be appointed under this Act.

IV. That all the Messuages, Lands, Tenements, Advowsons, Tithes, Rents, Hereditaments, Stocks, Funds, Monies, Securities, and Premises which are respectively particularized and comprised in the Second Schedule annexed to this Act, and all other the Real and Personal Estate, Hereditaments, and Effects whatsoever and wheresoever which is or are respectively now held or possessed by or vested in or standing in the Name or Names of the said "Chaplain, Parochians, and Wardens of the Parish Church of *Felstead*" as such Corporation as aforesaid, or by or in the Name or Names of any other Corporation or Persons or Person by any Name or Style whatsoever, in trust for the Benefit of the Charities or the charitable Objects or Purposes established or founded by the said *Richard* Lord *Riche* as aforesaid, or any of them respectively, together with all and singular the Rents, Profits, Reversions, Rights, Easements, Members, and Appurtenances whatsoever belonging or appertaining to the said Hereditaments and Premises, or any of them respectively, shall be and are hereby and by the Operation hereof absolutely vested in the said Trustees of the Charities to be appointed as mentioned and provided in and by the Scheme, and their Successors, under and by virtue of such Appointment, when and as soon as the same shall be made, and from and immediately after the Completion thereof, without any Conveyance, Surrender, or Admittance, Assignment, or Assurance whatsoever being requisite for that Purpose; and that all proper Transfers and Entries shall be made by the Bank of *England* in the proper Books for authenticating and evidencing the Transfer into the Names of the Trustees to be so appointed, and hereby incorporated as aforesaid, of the Sums of Stocks mentioned and particularized in the said Second Schedule annexed hereto, and of all other Sums of Stock (if any) belonging to or held in trust for the Charities.

V. That

Charity Property to be held upon the Trusts and for the Purposes declared by Scheme.

V. That the Trustees and their Successors shall hold and be possessed of all and singular the Real and Personal Estate, Property, and Effects whatsoever which shall or may for the Time being belong to or be held in trust for the Charities, and the Rents, Profits, Dividends, and Income arising therefrom respectively (freed and absolutely discharged from all Trusts, Estates, Rights, Claims, and Interests whatsoever declared or created by or by virtue of the said Letters Patent, and the several herein-before recited Deeds of Foundation, or any of them respectively, or otherwise in any way subsisting and in force, or supposed or considered to be subsisting and in force with respect to the same Premises or any of them), upon and for the several Trusts, Objects, and Purposes, and with and subject to the several Powers, Provisions, and Regulations declared, contained, and created by and in or by virtue of this Act and the Scheme respectively, subject nevertheless to the Provision herein-after contained for Change or Alteration of the Scheme wholly or in part by the said Court of Chancery, in manner herein-after expressed.

Court of Chancery may alter or vary Scheme.

VI. 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 Trustees of the Charity with the Sanction of the Attorney General, to make any fresh Rules and Regulations either in lieu of or in addition to all or any of 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 or 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.

Trustees empowered to sell, &c., and to purchase and hold Lands, &c. under Direction of the Court of Chancery.

VII. That it shall be lawful for the Trustees, under the Direction of the Court of Chancery (to be obtained upon Application to such Court by the Trustees from Time to Time, so often as Occasion may require,) to sell, exchange, and dispose of, and effectually to convey and assure all or any Part or Parts of the Real or Personal Estate, Hereditaments, and Premises which shall or may for the Time being belong to or be held in trust for or for the Benefit of the Charities respectively, in such Manner, upon such Terms, and for such Purposes as the said Court shall or may sanction, order, or direct, and also, in like Manner and under the like Directions of the said Court, to purchase and take and hold any Messuages, Lands, Buildings, or Hereditaments which shall or may be requisite or proper for the Site or Sites of any School, School Buildings, Houses, Play Ground, and Appurtenances, or for any of the Objects or Purposes contemplated by this Act or by the Scheme; and also, in like Manner and under the like Direction

Direction of the said Court, to raise any Sum or Sums of Money for all or any of the Purposes contemplated by this Act or the Scheme, by the Mortgage in Fee Simple, or for any Term or Terms of Years, of all or any Part or Parts of the Estates, Property, and Hereditaments which shall or may for the Time being belong to or be held in trust or for the Benefit of the Charities, in such Manner, for such Terms, and subject to such Directions and Provisions as the said Court of Chancery shall order or direct.

Parties under Disability enabled to sell, exchange, and convey.

VIII. That it shall be lawful for all Parties being seised, possessed of, or entitled to any Messuages, Lands, Buildings, or Hereditaments which shall or may be requisite or proper for the Site or Sites of any School, School Buildings, Houses, Play Ground, and Appurtenances, or for any of the Objects or Purposes contemplated by this Act or by the Scheme, or any Estate or Interest therein, to sell, convey, or release the same to the Trustees of the Charities for the Time being, or to exchange the same with the Trustees for any Messuages, Lands, Buildings, or Hereditaments belonging to the Charities or either of them, 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 to Dower, Guardians, Committees of Lunatics or 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 Messuages, Lands, Buildings, or Hereditaments in possession, or subject to any Estate in Dower, or to any Lease for Life or for Lives, and Year or for Years, or for 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 for Year or for Years, or for any less Interest, not only on behalf of themselves and their respective Heirs, Executors, Administrators, and Successors, but also on behalf of every Person entitled in reversion, remainder, or expectancy after them, or in defeasance 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

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

Acts of Trustees not to be invalidated by the Number being less than Seven.

IX. That no Act or Proceeding of the Trustees shall in any way be invalidated or impeached by reason that at the Time of the Commission of such Act, or the taking of such Proceeding, the Number of the Trustees for the Time being shall have been less than Seven.

Application to the Court of Chancery under the Act may be by Petition.

X. That every Application to be made to the Court of Chancery for all or any of the Purposes authorized or contemplated by this Act, or by the Scheme, may be made by Petition presented to the said Court by the Person or Persons authorized to make such Application under this Act, such Petition to be entitled in the said Causes of *Attorney General* versus *Finch*, and in the Matter of the Charities, and of this Act; and that it shall be lawful for the said Court of Chancery to hear and determine every such Petition in a summary Way, and to make such Order or Orders thereon, and as to the Costs, Charges, and Expenses of the Petitioner or Petitioners, and of all or any the other Parties or Party appearing on such Petition, as shall seem to the said Court proper; and that every such Petition and all Proceedings thereon shall be subject in all respects to the ordinary Rules of Practice of the said Court which shall for the Time being be subsisting with respect to Petitions and Proceedings of a similar Description in the same Court.

Subsisting Leases to remain in force.

XI. That all subsisting legal Grants, Demises, Leases, and Tenancies of any Part or Parts of the Estates, Hereditaments, and Premises comprised in this Act shall continue in force until the Expiration of the respective Terms and Interests now subsisting by virtue thereof respectively, unless sooner vacated or determined under or by virtue of any of the Powers or Provisions of this Act or of the said Scheme.

Trustees to be liable to be sued in their individual Capacity.

XII. That every Trustee to be appointed under or by virtue of this Act or of the Scheme, his Heirs, Executors, and Administrators, shall be liable in his and their individual Capacity to be sued for or in respect of any Act or Proceeding done or suffered by such Trustee as One of the Trustees of the said Charities, notwithstanding the Incor-

poration of such Trustees, in the same Manner and to the same Extent as any other Trustee and Trustees for charitable Purposes is or are liable to be sued at Law or in Equity; and that notwithstanding the Dissolution hereby effected of the said Corporation established under the said Letters Patent of the First and Second Years of King *Philip* and Queen *Mary*, every Member of such last-mentioned Corporation, and every Person now holding any Place or Office under or in respect of the same, shall continue and be personally liable in respect of all or any Acts and Proceedings done or taken by him or her respectively, as such Member, or in respect of such Office or Place, in the same Manner and to the same Extent as he or they could or might be liable if this Act had not been passed.

Interpretation of Terms.

XIII. That in this Act (where the Context or necessary Construction is not inconsistent with the Interpretation and Meaning hereby given) the Expression "the Charities," or "the Charity," shall mean the Charities founded by *Richard* Lord *Riche*, as established and regulated under or by virtue of this Act; and the Expression "the Trustees" shall mean the Trustees of the *Felstead* Charities as established and incorporated under and by virtue of this Act; and the Expression "the Scheme" shall mean the Scheme for the Regulation and Management of the Charities which shall for the Time being be subsisting and in force under or by virtue of this Act; and the Expression the "Court of Chancery" shall mean and include the Lord High Chancellor and the Lord Keeper and the Lords Commissioners of the Great Seal respectively for the Time being, and the Master of the Rolls and every Vice Chancellor and other Judge of the Court of Chancery respectively for the Time being.

Short Title.

XIV. That in reciting or referring to this Act in any Instrument or for any Purpose it shall be sufficient to use the Words "The *Felstead* Charities Act, 1851."

Saving the Rights of Her Majesty.

XV. Saving only to the Queen's most Excellent Majesty, Her Heirs and Successors, all such Estate, Right, Title, and Interest in or to the Estate, Hereditaments, and Premises by this Act vested in the Trustees of the said Charities, or any of them respectively, as she or they had before the passing of this Act, or could or might have had in case this Act had not passed.

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

XVI. 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.

The

The FIRST SCHEDULE referred to in the foregoing Act.

1. THAT for the Purpose of providing for the due Administration of the Charity, there shall be appointed by the Court of Chancery Eleven Trustees resident in the County of Essex, Four of whom shall be nominated by the Churchwardens for the Time being of the Parish of Felstead, and such Eleven Trustees shall have the Management and Control of the Lands, Possessions, and Revenues of the Charity according to the Provisions of this Scheme.

2. That so often as the said Number of Trustees shall be reduced to Seven, or shall be less than Seven, either by Death or by Resignation, or by refusing or declining to act, ceasing to act for a Period of Two Years, Incapacity to act, or becoming bankrupt, or taking the Benefit of any Act for the Relief of Insolvent Debtors, or ceasing to reside within the County of Essex, each of which said several Circumstances respectively it is hereby declared shall be a Disqualification from continuing to act as a Trustee or Trustees, and shall create a Vacancy of the Office held by the Person so disqualified, the remaining Trustees for the Time being shall by a due Course of Proceeding in the Court of Chancery obtain the Appointment of fit and proper Persons, resident within the County of Essex, to be Trustees in the Places of those who shall so have died, ceased to act, or become disqualified from acting as a Trustee or Trustees as aforesaid, so as to make up the full Number of Eleven Trustees, but so nevertheless that all Vacancies in the Trusteeship occasioned by the Death or other the Circumstances before mentioned of Trustees nominated by the Churchwardens for the Time being of the Parish of Felstead shall for ever hereafter be filled up by Persons to be nominated by the Churchwardens for the Time being of the Parish of Felstead.

3. That the said Trustees shall from Time to Time appoint a fit and proper Person to be Receiver of the Rents and Revenues of the Charity, who shall be allowed and paid such Salary, not exceeding Five Pounds per Centum on the annual Income of the Charity, as the Trustees shall think fit; and such Receiver shall be a responsible Person, and shall previously to his Appointment execute a Bond with Two Sureties, in double the average annual Income of the Charity, conditioned for his duly accounting for and paying the Sums received by him, and otherwise duly performing the Duties hereby imposed on him; and the Trustees shall also from Time to Time appoint a fit and proper Person to be their Clerk, and allow him such Salary, not exceeding Fifty Pounds a Year, as the Trustees shall think fit.

4. That

4. That the Trustees shall, as they see Occasion, have full Power from Time to Time to remove any Person so appointed by them as their Clerk or Receiver, and upon any Vacancy occurring in either of the said Offices by such Removal or otherwise to appoint another Person in his Place, the Person appointed to be such Receiver being so qualified and giving such Security as provided by the preceding Clause.

5. That the Duties of the said Receiver shall be to collect the Rents, Revenues, and Income of the Charity, and forthwith to pay the same into the Bank of the Bankers appointed by the Trustees for that Purpose, and at the First Meeting of the Trustees after the First Day of January and First Day of July yearly to produce and vouch his Account for the Half Year ending the preceding Christmas or Midsummer Day, as the Case may be, and when required to attend and give Information to the Trustees, or any Committee or Sub-Committee that may be appointed by the Trustees. The Duty of the Clerk shall be to attend all Meetings, to keep separate Accounts for each Branch of the Charity in the Form of Dr. and Cr. Accounts, to enter the Minutes of the Proceedings of the Meetings in the Minute Book, and to perform all such other Duties as are requisite for the Purposes of the Charity and as the Trustees shall direct.

6. That the Trustees shall appoint as their Banker some fit and responsible Person or Persons who is or shall be carrying on the Business of Bankers, with whom shall be deposited all Monies of the Charity, and they shall change such Banker or Bankers at any Time, if they shall think fit; and all Payments on account of the Charity shall be made by Cheques or Orders of at least Three of the Trustees, countersigned by the Receiver, and no such Cheque or Order shall be signed or countersigned except under the Authority of an Order of the Trustees at a Meeting duly convened; provided that for small and casual Payments it shall be lawful for the Trustees to make Provision by giving the Receiver from Time to Time a Cheque for petty Cash to such Amount as may reasonably appear to be required, not exceeding Fifty Pounds, which he shall duly dispose of and account for, and the Trustees or Trustee for the Time being shall not be liable to make good any Loss which shall or may be occasioned by the Failure of any such Banker or Bankers.

7. That regular Meetings shall be held by the Trustees for the Management and Superintendence of the Charity, and the Estates and Property thereof, once at least in every Three Months, and the Clerk for the Time being shall give Ten Days Notice in Writing to each of the Trustees of the Time and Place of holding such Meeting; and any Five of the Trustees shall form a Quorum; and any Two of the Trustees may by a similar Notice convene a Meeting at any other Time,

Time, and special Notice shall be given previous to the Audit Meetings that the Accounts are then to be produced and audited. That the Trustees shall from Time to Time fix some Place in or within Twelve Miles of Felstead as their ordinary Place of Meeting, but it shall be lawful for them, if they shall think fit, to fix or adjourn any Meeting at or to any convenient Place in London or Westminster.

8. That the Trustees shall provide a Minute Book in which shall be entered a Minute of their Proceedings at every Meeting, which Minute shall be signed by the Trustees attending the same.

9. That separate Accounts shall be kept of the Rents and Profits received from the Estates and Property contained in the Indentures of the Twenty-seventh Day of April One thousand five hundred and fifty-four, and the Twenty-second Day of May One thousand five hundred and sixty-four, in the Pleadings respectively mentioned, and which shall be called The School Trust Estates; and of the Rents and Profits received from the Estates and Property contained in the Indenture of the Twentieth Day of September One thousand five hundred and sixty-five, and the Sum of Six hundred and forty-nine Pounds Seven Shillings Three per Cent. Consols, and which shall be called the Almshouse Trust Estates; and of the Payments made out of such Rents and Profits respectively; and the Trustees shall provide all necessary Account Books for the Purpose.

10. That the Trustees shall be at liberty to let any Part of the Estates and Property of the 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 such Letting shall be made and every such Lease be granted reserving the best improved yearly Rent that can be reasonably obtained for the Premises so to be let or demised, having regard to the Stability of the Tenant or Lessee, and having regard to any Covenants entered into by the Lessee for the Improvement of the Land; 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 the 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 Nonpayment of Rent and Nonperformance of Covenants; and provided also that every Lessee do execute and deliver to the said Trustees a Counterpart of his Lease.

11. That if at any Time any Part of the Property of the Charities shall be capable of Improvement by the Erection of new Buildings thereon, and such Improvement 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 Trustees shall be at liberty to contract with such Person or Persons for such Lease or Grant, subject to the Approbation of the Master of the High Court of Chancery in whose Office this Cause shall be, and the said Trustees shall lay such Contract before the said Master, who shall ascertain whether it would be fit and proper and for the Benefit of the said Charity that any such Contract should be carried into effect, and if he shall certify and report that it will be for the Benefit of the said Charity that such Contract shall be carried into effect, then the Trustees shall be at liberty to apply by Petition to the Court of Chancery for a Confirmation of such Report, and for consequential Directions, provided that in every Case Notice shall be given to Her Majesty's Attorney General of every such Inquiry before the said Master, and of every Application to the said Court consequent thereupon.

12. That in lieu of the Eleven Barrels of White Herrings and Eleven Cades of Red Herrings by the Deed of Foundation directed to be distributed to poor Householders the said Trustees shall, out of the Rents and Profits of the said School Trust Estate, on Ash Wednesday in each Year, pay to the Churchwardens of Felstead for the Time being the Sum of Thirty-five Pounds, to be distributed by them, with the Consent of the Vicar of Felstead for the Time being, in the course of the ensuing Year, to and amongst poor Householders of the said Parish, either in Clothing, Firing, or providing Medical Relief or Comforts in Sickness; and shall, on the same Day in each Year, pay out of such last-mentioned Rents and Profits to the Churchwardens of Much Waltham for the Time being the Sum of Fifteen Pounds, to be distributed by them, with the Consent of the Vicar of the said Parish for the Time being, in like Manner, to and amongst poor Householders of such last-mentioned Parish, either in Clothing, Firing, or providing Medical Relief or Comforts in Sickness, and shall on the same Day in each Year pay out of such Rents and Profits to the Churchwardens of Little Leighs for the Time being the Sum of Five Pounds, to be distributed by them, with the Consent of the Vicar of such Parish for the Time being, in like Manner, amongst poor Householders of the said Parish, in Clothing, Firing, or providing Medical Relief or Comforts in Sickness, and the said Churchwardens and Vicars respectively shall take care that such Distribution be not made so as to be in exoneration of the Poor Rates of their respective Parishes.

13. That the said Trustees shall in each Year pay to the Vicar of Felstead for the Time being the Sum of One Pound One Shilling for a Sermon to be preached by him in the Parish Church of Felstead on Whitsunday, provided such Sermon is preached by him, or in case of his Illness or necessary Absence by some other Person on his Behalf. That the School Boys shall attend to hear such Sermon, and the Vicar of

of Felstead shall read the Prayers provided by the Founder to be used on that Occasion.

14. That, subject to the Provisions by this Scheme made for the other Objects of the Charity, the Property and Income of the Charity shall be applied for the Establishment, Support, and Maintenance of a School at Felstead, to be both a Boarding and Day School. That the existing Head Master's House with the Buildings attached shall, according to a Plan and Estimate and Particulars to be submitted to and approved of by the Master in Chancery (in whose Office this Cause is), and by him certified to the Court for its Confirmation, be enlarged and adapted and furnished for the Purpose of the Boarding Establishment connected with the School, and so as to be fit for the Reception of at least One hundred Boys; and that until the present Head Master's House shall be so enlarged, adapted, and furnished, the said Trustees shall be at liberty to hire a Residence for the said Master or Masters. That such Boarding Establishment shall be under the Management of a House Steward, to be appointed by and to hold his Employment during the Pleasure of the Trustees, and who shall under the Directions of the Trustees hire and employ such Servants as may be necessary for the Establishment. That the Boys shall be there lodged and boarded sufficiently but economically, and in such Manner as that the Establishment may be suitable for the Sons of Persons of limited Means, and each of such Boys shall pay for his Lodging and Board (including Washing and all other necessary Expenses) such Sum not exceeding Twelve Pounds Ten Shillings for every Half Year as the Trustees shall find sufficient to cover the Expenses of the Boarding Establishment. That Day Scholars attending the School may, with the Consent of the Trustees, be admitted as Day Boarders upon Payment of such Proportion of the Sum which the full Boarders shall pay as the Trustees shall from Time to Time fix. That the House Steward shall (besides his own Board and Lodging) have a fixed yearly Stipend of Twenty Pounds, and such Sum per Boy per Annum not exceeding Twenty Shillings as the Trustees shall appoint, provided always that his total Income shall not exceed One hundred Pounds per Annum. That the Head Master shall (subject to such general Directions and Regulations as the Trustees shall in that Behalf give and make) have and exercise the general Control and Supervision over the Boarding Establishment and the Arrangements thereof, and the House Steward shall in all respects be subordinate and obedient to the Head Master, whose Duty it shall be to see that proper Order is observed, and that the Wants of the Boys are well and sufficiently provided for. That the Trustees shall appoint a Committee of their Body to assist the Head Master with respect to such Supervision; and such Committee shall at least once a Year report on the State and Condition of the Establishment, and the

the Management and domestic Arrangements, and the Mode in which the Boys are provided for, and the State of the Furniture and other Property of the Establishment. That the Amount charged to each Boarder shall be paid to the Trustees, or as they shall direct, half-yearly and in advance. The Trustees shall make Arrangements for the Payment of the Household Bills of the Establishment without Delay or Credit, and they shall cause the Accounts of the Income and Expenditure of the Boarding Establishment to be made up yearly, and in Time for the Annual Meeting of the Trustees; and the Trustees, after taking into account the annual Receipts and Expenditure, and what ought to be set aside for Wear and Tear, Repairs, and other like Casualties, and charging the Boarding Establishment with a fair Rent for the Buildings appropriated to it, and a due Proportion of Taxes and Rates, shall from Time to Time fix the annual Sum to be required in respect of each Boy.

15. That the Trustees shall fix Two Vacations, One at Christmas, and One either at Midsummer or later as they shall find most convenient, and for such Periods respectively as they shall fix, being together not less than Eight and not more than Twelve Weeks; and no Boy shall be allowed to reside during the Vacations at the School, unless by special Permission of the Head Master or the Committee of the Trustees; and every Boy so allowed shall be charged a proportionable Sum for such his Vacation Residence in addition to the annual Charge.

16. That the Boys shall take their Meals in a common Dining Room or Hall, and in the Company of the Second Master, or One of the additional Masters to be appointed as provided in this Scheme, who shall reside in the Boarding House.

17. That the Trustees shall obtain proper Church Accommodation for the Boys in the Boarding Establishment, and such of the Boys as reside within a reasonable Distance; and the Boys, accompanied by the Masters, or some or One of them, shall attend Divine Service regularly at the Church or Churches wherein such Accommodation shall be procured; but it shall be lawful for the Trustees to make Arrangements (if the same be practicable and desired by the Parents or Guardians) for permitting the Children of Dissenters in the Boarding Establishment to attend some other Place of Worship under proper Care and Attendance, the same being proved to the Satisfaction of the said Trustees.

18. That the Trustees shall sell the present Schoolhouse and Site, and invest the Proceeds of such Sale for the Purposes of this Scheme.

19. That

19. That the Trustees shall procure, by Purchase, Land for the Site of a new Schoolhouse and Buildings, and for a Play Ground for the Scholars, and for a suitable Residence for the Head Master, and when there shall be some other Resident Master in the Boarding Establishment a suitable Residence for the Second or Under Master of the School, and shall erect thereon such Schoolhouse, Buildings, and Residences, but such Purchase and such Erections to be according to a Scheme, Plan, Estimate, and Particulars to be submitted to the Master of the Court of Chancery in whose Office the Cause of Attorney General v. Finch may be, for his Consideration and Approbation, and to be by him certified to the Court for its Confirmation.

20. That the Monies that have arisen or may arise from the said School Trust Estates, so far as they may be available, and the accruing Income of the said Trust Estate, shall be applied in providing such Buildings, Land, and Accommodation as aforesaid; and it shall be lawful for the Trustees to raise the further Sum which shall be required for those Purposes by way of Mortgage or terminable Annuity, with the Sanction of the said Master.

21. That in case the Money so to be raised shall be raised by Mortgage the said Trustees shall, out of the Income of the said Charities, set aside annually, as a Sinking Fund, a Sum of Money equal to One Thirtieth Part of the Principal which shall have been borrowed under the Provisions of the last-mentioned Clause, and which Sum shall be annually invested in the Public Funds, in the Names of any Four of the said Trustees, to an Account to be kept in the Books of the Trustees, to be intituled "The Sinking Fund Account;" 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 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 Trustees can be conveniently applied for that Purpose, the Stocks, Funds, and Securities wherein the same shall stand invested shall be sold and converted into Money, and the Monies arising from any 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.

22. That the Trustees shall afterwards, in each Year, until the Fund shall reach the prescribed Amount, out of the Rents, Profits, and Income of the said School Trust, set apart the Sum of Fifty Pounds, to form a Fund for the Repairs of the said Schoolhouse and Premises, and shall also out of such Rents and Profits and Income pay

pay all the Rates and Taxes payable in respect of such Premises, and insure the same to their full Value; and also pay the Rent of any Premises that may be hired by the said Trustees for the Use of the Master or Masters, until the present Head Master's House shall be enlarged, adapted, and furnished, as before provided.

23. That the said Trustees shall in each Year invest the Sum to be set apart for Repairs, or so much thereof as may not be immediately required for such Repairs, in the Purchase of Bank Three Pounds per Cent. Annuities, in the Names of any Four of them; and the Interest and Dividends which may from Time to Time grow due thereon shall in like Manner be invested and accumulated in Increase of such Fund for Repairs, but such Fund shall not exceed in the whole Five hundred Pounds Consols. That as often as Repairs shall be required to be done to the said Schoolhouse and Premises the Trustees shall cause such Repairs to be done, and for that Purpose shall sell out and apply a sufficient Portion of the Stock so to be purchased, and as often as that shall happen the Appropriation, Investments, and Accumulation for the Purpose of the Fund shall proceed as before, until the full Amount is again made up.

24. That the School be open for Day Scholars as well as the Inmates of the Boarding House, and the Instruction to be afforded in the said School shall be in the Principles of the Christian Religion, Reading, Writing, Arithmetic, Book-keeping, Mathematics, Land Measuring, Geography, Sacred and Profane History, General English Literature and Composition, and the Greek, Latin, French, and German Languages, and in such other Languages, Arts, and Sciences as to the said Trustees may from Time to Time seem expedient, so as to give to the Boys a sound moral, religious, and useful Education.

25. That there shall always be a Head Master and a Second Master, and that the Trustees may from Time to Time appoint such other Masters, Ushers, and Lecturers as they shall judge necessary; that the Head Master shall be in Priest's Orders, and shall have taken the Degree of M.A. or B.C.L. at One of the English Universities, and that the Second Master shall have taken the Degree of B.A. at One of the English Universities; and that the First Appointment of Head Master and Under Master shall be made by the Master in whose Office this Cause shall be.

26. That suitable Prayers taken from the Liturgy of the Church of England shall be read by the Head Master or the Under Master, accompanied by the reading of a suitable Portion of the Holy Scriptures, every Morning and Evening, in the said School; and, except as hereinafter provided, the Master or Masters shall take care that each Boy is well versed in the Church Catechism.

27. That

27. That the said School shall however be open to Children of Parents of all religious Tenets, and no Boy shall be required to learn the Catechism of the Church of England in case his Parents or next Friends shall express in Writing to the Trustees their Objections on conscientious Grounds to his doing so.

28. That the Day Scholars admitted to the said School, accompanied by the Head or Under Master, shall regularly attend Divine Service every Lord's Day in the Parish Church of Felstead; provided that no Boy whose Parents or next Friends from conscientious Scruples, to be duly notified as aforesaid to the Trustees, shall object to the Attendance of such Boy at Church, shall be required to attend; provided also, that the Trustees may, if they shall so think fit, on good Cause to be shown to their Satisfaction, dispense with such Attendance in any particular Cases.

29. That the said Trustees shall at some Meeting or Meetings, and at which Two Thirds at least of the existing Trustees shall be present, from Time to Time, as and when any Vacancy or Vacancies shall occur, elect a Head and Under Master for the School, and such other Masters, Ushers, or Lecturers in the various Branches of Education as they the said Trustees may think fit; and for the Purpose of obtaining efficient Masters, Ushers, and Lecturers the said Trustees shall be required, previously to each such Election, to advertise in Two Newpapers at least, and shall appoint a Time for receiving the Testimonials of the Candidates.

30. That the Head and Under Master shall be entitled to and be paid the respective fixed yearly Salaries or Stipends following; (that is to say,) the Head Master the Sum of Two hundred Pounds, and the Under Master the Sum of One hundred Pounds, and any other or remaining Masters, Ushers, and Lecturers employed in the said School shall be paid out of the surplus Income of the Charity such yearly Sum, not exceeding Seventy-five Pounds each, as the Trustees may appoint; which said several Salaries and Stipends and Sums shall be paid by the said Trustees 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; and that 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; and that any Master, Usher, or Lecturer dying or resigning between Two quarterly Days shall be entitled to a proportionate Part of his Salary or Stipend up to the Day of his Death or Resignation.

31. That the said Masters, Ushers, and Lecturers shall hold their respective Offices only during the Approbation of the Trustees, who shall

shall be at full liberty to place and displace any of them, except the Head Master, at any Time, either with or without assigning Cause; and as to the Head Master, it shall be competent for the said Trustees to remove him at any Time, with the Approbation of the Bishop of the Diocese for the Time being; and that any Master, Usher, or Lecturer who shall be dismissed for Cause assigned shall be entitled to claim and be paid only a proportionate Part of his Quarter's Salary or Stipend up to the Day of his Dismissal, and a like Proportion up to the same Period of the Quarter's Appropriation of the Fees herein-after provided to be paid for the Admission and Instruction of Scholars; but that any Master, Usher, or Lecturer dismissed without Cause assigned shall be entitled to have either a Quarter's Notice of such Dismissal, and to receive his Salary or Stipend and Appropriation of Fees up to the Expiration of such Notice, or shall in lieu of Notice, at the Option of the said Trustees, be paid a Sum equivalent to a Quarter's Salary or Stipend, and to a Quarter's Appropriation of Fees; provided always, that the Provisions for removing Masters herein contained shall not be deemed in any Manner to oust the Court of Chancery of the Jurisdiction to remove or direct to be removed any such Master.

32. That neither the said Head or Under Master shall at any Time during his Tenure of Office take upon him to hold, receive, or exercise any Cure or Employment whatsoever, either ecclesiastical or civil.

33. That all Boys of the Age of Eight Years and upwards, being resident in Essex or born of Essex Parents, being able to read and write, and being certified to be of good moral Conduct, and to show some Acquaintance with the first Four Rules of Arithmetic, shall, to the Extent of the Capacity of the Establishment and School to accommodate them, be capable of Admission to the said School, and partake of the Benefits and Advantages thereof, subject to the Payment of such Sums as by this Scheme are provided to be paid by all Scholars therein; but that no Scholar shall be entitled to remain in the said School after he shall have attained the Age of Nineteen Years.

34. That the Power and Right of placing and displacing Boys in the School shall be in the Trustees 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 any of the Trustees for the Time being, according to a printed Form to be approved of by the said Trustees for that Purpose, and delivered to all Persons applying for the same. The Trustees shall, with respect to Boys Applicants for Admission to the Boarding Establishment, require them to be suitably provided with such Wardrobe and other Necessaries as they may think fit to prescribe in that Behalf.

35. That

35. That each Boy admitted into the said School as a Boarding or Day Scholar (other than such Day Scholars as may require Instruction in the Principles of the Christian Religion and Latin and Greek only) shall on his Admission pay in advance to the said Trustees, or to such Person as they may appoint to receive the same, such Sum, not exceeding Six Pounds, as shall be fixed and appointed by the Trustees at a Meeting or Meetings to be holden as before mentioned, and shall after the Expiration of the First Year pay half-yearly during his Continuance in the School One Half Part of the said Sum for the Time being fixed for the Year, as in advance for the then ensuing Half Year; 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 Trustees shall be at liberty, at any Meeting or Meetings to be holden as aforesaid, to vary and alter the Sum to be paid by Boys for the future, either by increasing or diminishing the same, and to vary the Payments for the junior and senior Classes or Divisions of the School, so nevertheless that the annual Sum to be paid by each Boy shall never exceed the Sum aforesaid, and so that all Boys for the Time being in the same Class or Division pay an equal Amount.

36. That any Day Scholar whose Parents or Guardians shall be desirous of his being taught the Principles of the Christian Religion and Latin and Greek only, and shall signify such Desire in Writing, shall pay nothing for this Instruction in the said School, and shall be taught free of Charge, he being before Admission qualified to be put into the Latin Grammar at the least.

37. 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 Trustees upon any Breach thereof or Non-comformity therewith, or upon immoral or indecent Conduct or Insubordination, or other good and sufficient Cause. And in case of serious Misconduct on the Part of any Boy, the Head Master shall have Power immediately to suspend him until the next Meeting of the Trustees, when the Cause of such Suspension shall be submitted to such Meeting.

38. That the Course of Instruction to be adopted in the said School, and the Hours of Attendance and Discipline of the School, and the internal Conduct 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 these Regulations and such other general Regulations as the said Trustees shall think fit to prescribe.

39. 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 Relations of the said Scholars respectively, but that all Pens, Ink, Pencils, Slates, and Stationery necessary for the Use of the Scholars in the said School shall be provided and found by the Trustees out of the Income of the said School Trust. And it shall be lawful for the Trustees to lay out any Sums, not exceeding One hundred and fifty Pounds, in the Purchase of Books and Philosophical Apparatus for the Use of the Upper Scholars, and to appropriate any annual Sum not exceeding Twenty Pounds in keeping up and adding to the same.

40. That the said Trustees 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 such Person or Persons, and to obtain another or others in their or his Stead, at their Discretion, and shall, out of the Rents, Profits, and Income of such School Trust, pay the weekly or other Wages of any Person so employed, and shall thereout provide for the necessary firing and lighting of the said School.

41. That a Register shall be kept by the Clerk to the Trustees of the Number of Boys from Time to Time in the said School, their Names and Ages, and of the Period of their Admission and leaving the same. That quarterly Accounts shall be made up of all Capitation Monies received in each Quarter from Boys, either on First Admission or for continued Attendance in the said School; but the Sums received on the First Admission 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 all Sums so received as aforesaid shall be considered as Part of the Income of the said School Trust, and be applied in manner herein directed.

42. That the Income of the said School Trust shall be applied in each Year, commencing on the First Day of the Month of January, in manner following; that is to say, first, in providing for the several Purposes and making the several Payments herein-before directed, and in other necessary Outgoings of the School for Repairs and otherwise; and if, after making such several Payments thereout, there shall remain any Surplus, the Trustees shall out of the same make additional Payments to the Master and Under Master as follows:

At the Rate of £5 for every Boy beyond the first 25 Boys and up to 75;
of £2 for every Boy beyond 75 and up to 150;
of £1 for every Boy beyond 150:

And

And to the Second Master as follows:

£3 for every Boy beyond the first 25 and up to 75;

£2 for every Boy beyond 75 and up to 150, and £1 for every Boy beyond 150;

And in that Proportion, if the Funds should not be sufficient to make such Payments in full; and if the Funds shall be more than sufficient, the Trustees shall out of the Surplus make such Payments as they shall think fit to the Masters for the Time being, or to additional Masters, Ushers, and Teachers; and if after making such Payments there shall in any Year remain any further Surplus the same shall be forthwith invested and accumulated in Three per Cent. Consols in the Names of the said Trustees or any Four of them; and as soon as the same shall amount to One thousand Pounds Consols the Trustees shall apply by Petition to the Court of Chancery for Directions as to the Application thereof, and of the accruing Surplus, of which Petition Notice shall be given to the Attorney General.

43. That neither the said Head nor 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 the said School, or any of the Guardians or Relatives of such Scholars, any Fee, Payment, Gratuity, or Reward whatsoever other than is prescribed and provided by this Scheme.

44. That there shall be an annual Examination by Two Examiners, to be invited by the Trustees from some or One of the English Universities, of the Boys at the said School, the Period of which shall be fixed by the Trustees; such Examination to take place in the Presence of the said Trustees, or such of them as can attend, and of the Masters of the said School, and of such other Persons as the said Trustees may from Time to Time think fit to invite to attend the same; and the Trustees shall pay to each of such Examiners a Gratuity not exceeding Five Pounds Five Shillings.

45. That the said Trustees shall yearly, after such Examination, distribute such and so many Prizes, not exceeding Ten in Number, as they may think fit, to and amongst 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 Trustees, shall be deserving of the same; provided that no single Prize shall exceed in Value the Sum of Two Pounds, and that the Expenses of and attending such Examination and the said Prizes shall be defrayed out of the annual Revenues and Income of the Lands and Property belonging to the Charity.

46. That

46. That if at any Time hereafter the Funds of the Charity shall in the Judgment of the Trustees permit, the Trustees shall be at liberty to take in Proposals before the Master to whom this Cause shall for the Time being be referred, for the Establishment of Exhibitions either in the School or at the Universities, or both.

47. That the Scheme is to be without Prejudice to such visitorial or other Rights as the Bishop of the Diocese has or may have in respect to the said School.

48. That the Trustees shall be at liberty to grant out of the Charity Lands in the Parish of Felstead any Portion, not exceeding Half an Acre, for the Purpose of a Site for a National School for the Children of the said Parish.

49. That the Defendant George Finch, having consented thereto, shall convey the Patronage of the Charity to the Trustees to be appointed as herein-before provided.

ALMSHOUSES.

50. That the present Almshouses shall be put into a good State of Repair, or, if necessary, rebuilt, and such Repairs or Rebuilding shall be done according to a Plan or Scheme to be approved of by the Master to whom this Cause stands referred, and the Expense of such Repairs or Rebuilding shall be paid and provided for out of the Monies which have arisen or may arise from the Braintree Property; the Sum to be expended in such Repairs or Rebuilding to be fixed by the said Master.

51. That the Almspeople shall be such as are poor and old, impotent or lame, and shall be nominated by the Trustees, and out of such Almspeople a Matron or Superintendent shall be elected, who shall read Prayers every Morning, except in case of Sickness, in which Case some One of the Almspeople shall read Prayers.

52. That the said Trustees shall, out of the said Profits and Income of the Almshouse Trust Estate, pay to each of the said Almspeople the Sum of Twenty Pounds a Year, and shall, in addition to such Sum of Twenty Pounds, pay to the said Matron or Superintendent a further annual Sum of Ten Pounds, and that such Sums of Twenty Pounds and Thirty Pounds respectively shall constitute the whole Amount in Money to be paid to the said Almspeople and Matron respectively out of the last-mentioned Charity Funds; but that the Land, and the customary Allowances in Wheat, Malt, Coals, Wood, Medical Attendance, Straw, and Labour on the Land so occupied by them, shall be continued to them as heretofore.

53. That

53. That a Minute Book and Account Book for such Almshouses shall from Time to Time be provided by the Trustees, and the Names and Age of every Man and Woman elected to the said Almshouses shall be entered in such Minute Book by the Clerk to the Trustees, together with the Date of their Admission to any such Almshouse, and the Station and Condition in Life of every such Person previously to their Election to such Almshouse; and in Cases of Vacancies occurring by Death or Removal amongst any of the Inmates of such Almshouses, the Number of Names and Conditions in Life of every Applicant to supply the Vacancy so occasioned shall be entered, and which of such Applicants is considered the most proper Object, and who is elected.

54. That all Applications for Admission to such Almshouses, or either of them, shall be made to any One of the Trustees, and shall be taken into consideration by the Trustees at One of their General Meetings, who shall report their Opinion as to the most fit Person to be elected.

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

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

57. That the Persons forming such Committee shall make a Report of the State and Condition of the Almshouses and of any special Matter which may come to their Knowledge at the Time of their Visit to such Almshouses, which Report or the Particulars thereof shall be entered by the Clerk in the Minute Book of such Proceedings, and shall be signed by the Persons forming such Committee.

58. That the Almshouses shall be kept in good and sufficient Repair at the Expense of the Almshouse Trust Estate, and the Almshonses shall be kept insured from Fire, and the Expense thereof be paid out of the Income of such last-mentioned Trust Estate.

59. That the Inmates of the Almshouses shall not absent themselves therefrom for more than One Day, without Leave in Writing obtained from One of the said Trustees or from the Committee to be appointed as aforesaid.

60. That the Inmates of the Almshouses shall not be permitted to let the same, or permit any Stranger to occupy the same or use the Garden Ground which may be attached to such Almshouses.

61. That it shall be lawful for the Trustees, at a Special Meeting convened for that Purpose, to remove any of the Almspeople for Immorality, Drunkenness, quarrelsome Behaviour, Breach of Rules, or any other Cause which in their Judgment shall justify such Removal; but the Trustees present at the Meeting, and being a Majority of the existing Trustees, shall concur in the Removal, and all the Proceedings relating to such Removal shall be carefully recorded in the Minutes of the Meeting.

62. That if after providing for the Payments herein-before directed to be made to such Almspeople, and for the Repairs and Insurance of the said Almshouses, there shall remain in any Year any Surplus of the net Income of the said Estate, the said Trustees shall carry over and apply the same to the Increase of the Income of the said School Trust, and the Sum so carried over shall be taken and considered as Part of the Income of the said School Trust, and be applied and appropriated in manner herein-before directed as to the Application and Appropriation of such Income accordingly.

63. That this Scheme shall be printed, and a Copy given to every Trustee of the Charity, and every Person who may hereafter become a Trustee; 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 One 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

The SECOND SCHEDULE referred to in the above Act.

PARISH OF FELSTEAD.

Almshouse Trust Estate.

No. on Plans.	Description.	Cultivation.	A.	R.	P.
922	Almshouse and Garden	-	0	2	20
920	Pighill	Pasture and Garden	1	0	12
919	Priestfield	Pasture	4	1	36
1090	Grove (wet)	Ditto	4	1	3
1164	Bushy Leese (wet)	Meadow	5	2	10
1165	Ditto (wet)	Ditto	2	1	33
1166	Barnfield (wet)	Ditto and Wood	7	1	24
1119	Enfield Wood	Wood	4	1	0
	The Cut of Grass off the following Pieces.				
1146	Mill Meadow	Meadow	1	3	25
1172	Part of House Meadow	Ditto	0	1	30
1173	Ditto ditto (4 Pieces)	Ditto	0	1	24

School Trust Estate.

Occupied by the Master.

958	Felstead Schoolhouse and Garden	-	0	3	31
958[a]	Garden	-	1	0	27
955	Schoolroom, &c., First Floor	-	0	0	$6\frac{1}{2}$
955[a]	Privy and Yard	-	0	0	$1\frac{1}{2}$
	Total in the Parish of Felstead	-	35	0	3

Annual Value	-	£ 150	0 0
Deduct for Repairs	-	20	0 0
Net annual Value	-	130	0 0

PARISH OF BRAINTREE

Almshouse Trust Estate.

Braintree Parsonage.—Mr. Richard Lacey, Lessee and Occupier.

No. on Plan.	Description.	Cultivation.	A.	R.	P.
1	Part of the Moors	-	0	2	37
2	The Moors	Ditto	1	1	7
3	Part of ditto	Arable	0	1	39
4	Part of Parsonage Field	Pasture	0	3	21
5	Parsonage Field	Arable	5	1	25

The Felstead Charities Act, 1851.

No. on Plan.	Description.	Cultivation.	A.	R.	P.
6	Parsonage House and Homestead	-	0	3	36
7	Gravel-pit Field	Arable	4	0	18
8	Brick Field	Ditto	4	2	8
9	Orchard	Pasture	1	2	3
10	Kitchen Field	Arable	3	1	38
11	Reeding Land	Ditto	12	1	18
12	Ditto	Ditto	10	1	20
			46	0	30

The Rent paid by the Lessee is		£ 90	0 0
The Outgoings paid are			
Vicarial Tithe Rentcharge	6 19 10		
Chief Rents	1 2 4		
		8	2 2
Net Rent		81	17 10

The Great and Small Tithes were commuted at the Total of £1,011 19*s.* 0*d.*, of which the Sum of £697. 6*s.* 5*d.* (including £16. 6*s.* 3*d.* on the Rectorial Glebe, and £1 0*s.* 2*d.* on the Vicarial Glebe) is payable to the Chaplain, Parochians, and Wardens of Felstead, as Trustees of this Estate, and the remaining Sum of £314 12*s.* 7*d.* (including 8*s.* and 6*d.* on the Vicarial Glebe and £6 19*s.* 10*d.* on the Rectorial Glebe) to the Vicar of Braintree.

Valuation.

Gross Amount of Rectorial Rentcharge	697	6 5
Less Rent charged on the Rectorial Glebe, the Land being let Tithe-free	16	16 3
	680	10 2

Deductions.

Amount of Rates and other Outgoings	176	0 0	
Land Tax	46	0 0	
		222	0 0
Annual Value		£ 458	10 2

PARISH OF BROOMFIELD.

School Trust Estate.

Broomfield Parsonage.—Mr. Thomas Wall Crooks, Lessee and Occupier.

No. on Plan.	Description.	Cultivation.	A.	R.	P.
1	Newlands Spring	Wood	2	0	21
2	Great Newlands	Arable	9	1	34
3	Little Newlands	Ditto	7	1	1
4	Clap Gate Field	Ditto	2	3	20
5	Barn Field	Pasture	4	3	32
6	Homestead	-	2	1	28
7	North Garden	Pasture and Pond	0	3	1
8	Swan	Pasture	2	3	14
9	Orchard	Ditto	3	3	30
10	Chase	Pasture and Lane	1	0	25
11	Great Brick Clamp	Arable	6	2	16
12	Great Paddock	Meadow	8	1	20
13	Little Paddock	Pasture	5	1	30
14	Little Brick Clamps	Arable	6	1	36
15	Little Stanfields	Ditto	5	3	25
16	Great Stanfields	Ditto	10	0	22

The Felstead Charities Act, 1851.

No. on Plan.	Description.	Cultivation.	A.	R.	P.
17	The Grove - - - -	Ditto - - -	3	2	22
18	Little Bishops - - - -	Ditto - - -	2	3	32
19	Great Bishops - - - -	Ditto - - -	6	2	3
20	Mead - - - -	Meadow - - -	3	2	14
			97	1	26

	£	s.	d.
The Rent paid by the Lessee is - - - - -	180	0	0
Deduct			
Fee-farm Rent - - - - - £ 1 1 2			
Vicar's Augmentation Money - - - - 0 15 4			
	1	16	6
Net Rent - £	178	3	6

The Tithes were commuted at the total Sum of £709 10*s.* 2*d.*, of which £516 12*s.* (including £31 9*s.* 9*d.* on Rectorial Glebe) is payable to the Chaplain, Parochians, and Wardens of Felstead, as Trustees of the Estate, and the remaining Sum of £192 18*s.* 2*d.* (including 18*s.* 2*d.* on Vicarial Glebe) to the Vicar of Broomfield.

Valuation.	£	s.	d.
Gross Amount of Rectorial Rentcharge - - - - -	516	12	0
Less Rentcharge on the Rectorial Glebe, the Land being let Tithe-free -	31	9	9
	485	2	3
Deductions.			
Poor, Highway Rates, and other Outgoings - - - £ 83 3 0			
Land Tax - - - - - - - 19 10 0			
	102	13	0
Annual Value -	382	9	3

THE PARISHES OF MORTON AND FYFIELD.

School Trust Estate.

Morton End Farm.—Mr. Thomas Taverner, Occupier.

No. on Plan.	Description.	Cultivation.	A.	R.	P.
1	Small Gains - - - - -	Arable - - -	3	2	10
2	Small Gains - - - - -	Ditto - - -	3	0	33
3	Part of Lower Cobbs (8A. 0R. 0P.) -	Ditto - - -	2	2	30
4	Upper Cobbs - - - -	Ditto - - -	14	1	31
5	Long Cobbs - - - - -	Ditto - - -			
7	Further Giles - - - - - -	Meadow - - -	4	0	0
8	Great Giles - - - - - -	Ditto - - -	5	2	9
9	Giles's Pasture - - - - -	Pasture - - -	2	0	32
10	Bramleys - - - - -	Arable - - - -	5	3	6
11	Five Acres - - - - -	Ditto - - -	4	3	5
12	Barn Croft - - - - -	Pasture - - -	1	3	10
13	House, Barns, Yards, &c. - - -	- - - -	0	2	0
14	Cot Croft - - - - - { 1 3 37 / 1 2 0	Arable - - - / Pasture - - -	3	1	37
15	Upper Sizes - - - - -	Arable - - - -	3	3	27
17	Cottage and Garden, underlet to James Watson - - - - -	- - - -	0	1	0

The Felstead Charities Act, 1851.

No. on Plan.	Description.	Cultivation.	Extent. A. R. P.
		In the Parish of Fyfield.	
3	Part of Lower Cobbs	Arable	5 1 10
6	Pennyfeathers	Ditto	9 3 0
16	Lower Size	Ditto	4 3 30
			76 0 30

The Rent paid by the Tenant of this Farm is - - - £93 0 0

Deductions.

Land Tax	4	13	6	
Repairs, the Tenant holding by the Year	9	6	6	
				14 0 0
Net Rent				£79 0 0

PARISH OF MATCHING.

School Trust Estate.

Matching Parsonage Farm. William Shirwood Whitnell, Lessee.

No. on Plan.	Description.	Cultivation.	A. R. P.
1	Upper Godleys	Arable, Part Pasture	12 1 15
2	Lower Godleys	Ditto	11 3 10
3	Pigs Corner	Arable	2 1 36
4	Flower Mead	Meadow	1 2 12
5	Ditto	Ditto	0 0 33
6	Long Ley	Ditto	2 3 7
7	Round Mead	Ditto, and Arable	2 3 0
8	Great Parsonage Field	Arable	21 3 0
9	Homestead, &c.	Yards, Garden, &c.	3 0 30
10	Little Parsonage Field	Meadow and Arable	4 2 20
		Acres	63 2 3

	£	s.	d.
The present Rent is	80	0	0

Deductions.

	£	s.	d.	
Vicarial Rentcharge	2	16	0	
To Vicar	1	6	8	
				4 2 8
Net Rent				75 17 4

The Tithes are commuted at the total Sum of £706 6*s.*, of which the Chaplains, Parochians, and Wardens of Felstead are the Owners of £454 (including £14 on Rectorial Glebe), and the remaining Sum of £252 6*s.* (including £3 on Vicarial Glebe and £2 16*s.* on Rectorial Glebe) is payable to the Vicar of Matching.

The Chaplain of the Almshouse presents to this Vicarage, the Bishop of London nominating.

The Chancel is in a fair State of Repair.

The Felstead Charities Act, 1851.

Valuation.

Gross Amount of Rectorial Rentcharge	£454 0 0	
Less Rentcharge on the Rectorial Glebe, the Land being let Tithe free	14 0 0	
		440 0 0

Deductions.

Poor, Highway Rates, and other Outgoings	£87 12 0	
Land Tax	19 14 5	
		107 6 5
Annual Value		£333 13 7

The Vicarage comprises a Tithe Rentcharge of £252 6*s.* (as described on the other Side), a Parsonage House, and 11A. 0R. 27P. of Arable and Meadow Land widely dispersed over the Parish.

Valuation.

The Vicarage House and Glebe	£33 0 0	
The annual Value of the Rentcharge	252 6 0	
		285 6 0

Deductions.

Land Tax	£8 8 0	
Rates, &c.	50 7 0	
Curate	120 0 0	
Rentcharge on Vicarial Glebe	3 0 0	
		181 15 0
		£103 11 0

SUMMARY

The Felstead Charities Act, 1851.

SUMMARY.

Parishes.	Quantity of Land.			Description of Property.	Gross Annual Value.			Outgoings.			Net Annual Value.		
	A.	R.	P.		£	s.	d.	£	s.	d.	£	s.	d.
Felstead -	35	0	3	of Land, &c. - - -	150	0	0	20	0	0	130	0	0
				Rentcharge of - -	20	0	0	-	-	-	20	0	0
Braintree -	46	0	30	of Rectorial Glebe Land, &c.	90	0	0	8	2	2	81	17	10
				Rectorial Tithe Rentcharge (less £16 16s. 3d. on Rectorial Glebe) - -	680	10	2	222	0	0	458	10	2
Broomfield	97	1	26	of Rectorial Glebe Land, &c.	180	0	0	1	16	6	178	3	6
				Rectorial Tithe Rentcharge (less £31 9s. 9d. on Rectorial Glebe) - -	485	2	3	102	13	0	382	9	3
Morton & Fyfield	76	0	30	of Land, &c. - -	93	0	0	14	0	0	79	0	0
Matching -	63	2	3	of Rectorial Glebe Land, &c.	80	0	0	4	2	8	75	17	4
				Rectorial Tithe Rentcharge (less £14 on Rectorial Glebe) - - - -	440	0	0	107	6	5	332	13	7
	318	11	2								1,738	11	8
				Deduct Agency for Management of the Lands - -							29	13	0
											1,708	18	8
				Annual Dividend upon £649 7s. deposited in the 3 per Cent. Consolidated Annuities - - -							19	9	6
										£	1,728	8	2

In the Cases of Braintree, Broomfield, and Matching, the Glebe Lands are valued as free of the Rectorial Tithe Rentcharge, which has been accordingly deducted in the Valuation of the Tithes.

	A.	R.	P.		£	s.	d.	£	s.	d.	£	s.	d.
Matching Vicarage	11	0	27	Vicarial House and Glebe Also the Vicarial Tithe Rentcharge	285	6	0	181	15	0	103	11	0

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