



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. 27.

An Act to vest the Estates and Property constituting the Trust Estate of The Blue-Coat Charity School in *Birmingham* in the County of *Warwick* in new Trustees, upon consolidated Trusts; and to provide for the Management of the said Estates and Property, and for the good Government of the said School; and for other Purposes. [8th August 1845.]

WHEREAS by an Indenture, bearing Date on or about the Sixth Day of *November* One thousand seven hundred and twenty-two, and made or expressed to be made between the Right Honourable *William Lord Digby*, Sir *Clobery Holt* Baronet, *Arden Adderley* Esquire, *William Inge* Esquire, *Andrew Archer* Esquire, *William Jesson* Esquire, and *Thomas Archer* Esquire, (therein described to be Commissioners, Supervisors, and Trustees appointed by *John* then late Lord Bishop of *Coventry* and *Lichfield* by an Instrument in Writing under his Episcopal Seal, pursuant to an Act of Parliament, intituled *An Act for building a Parish Church and Parsonage House, and making a new Churchyard and a new Parish, in Birmingham in the County of Warwick, to be called the Parish of Saint Philip*, but which Indenture is not executed by the said *Arden Adderley*

Indenture, dated 6th Nov. 1722, founding School.

7 Ann. c. 13.

[Private.]

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Adderley

Adderley or *Thomas Archer*,) of the First Part, the Right Reverend Father in God *Edward* Lord Bishop of *Coventry* and *Lichfield*, Patron of the said Parish Church of *Saint Philip*, and *William Higgs* Clerk, Rector of the said Parish and Parish Church, of the Second Part, and *Richard Banner*, *Charles Blackham*, *William Wheeley*, *Henry Carver*, *John Sale*, *John Cottrell*, *Robert Johnson*, *Walter Tippin*, *Nehemiah Tonkes*, *John Porter*, and *Robert Fulwood*, therein mentioned to be Inhabitants of the Town of *Birmingham* aforesaid, of the Third Part, after reciting that by the above-mentioned Act of Parliament it was (amongst other things) enacted, that it should be lawful for *Elizabeth Phillips* Widow, *William Inge* Esquire and *Elizabeth* his Wife, and *Penelope Phillips* to alien and convey to certain Supervisors and Commissioners, to be appointed as therein directed by the said late Lord Bishop of *Coventry* and *Lichfield*, or any Five or more of them, and their Heirs, all that Piece of Ground, with the Appurtenances, in *Birmingham*, known by the Name of the *Horse Close*, then or late in the Tenure of *John Hawkesford* of *Birmingham* aforesaid, in trust for building and erecting the said Church thereon, for setting out a Cemetery or Churchyard, and for building a Parsonage House thereupon in case the said Supervisors and Commissioners should not purchase a Parsonage House; and also reciting, that the said *Elizabeth Phillips*, *William Inge* and *Elizabeth* his Wife, and *Penelope Phillips*, by their Indenture, enrolled in the High Court of Chancery, bearing Date the Fifteenth Day of *June* One thousand seven hundred and nine, did, according to the Power in and by the said Act of Parliament to them in that Behalf accruing and arising, bargain, sell, alien, confirm, and convey to the said *William* Lord *Digby*, *Sir Charles Holt*, *Sir John Bridgman*, the said *Sir Clobery Holt* (then *Clobery Holt* Esquire), *Arden Adderley*, *William Dugdall*, Doctor *William Bincks* Dean of *Lichfield*, and *Henry Holden* Doctor of Physic, and their Heirs, the said Close called "The *Horse Close*," upon the Trust in and by the said Deed and Act of Parliament mentioned, and that it was by the said Deed declared that a certain Fine then intended to be levied should be and enure, as to the said Premises thereby bargained and sold, to the Uses, Intents, and Purposes in the said Deed mentioned and expressed (which said Fine was in *Trinity* Term then next duly levied); and also reciting, that after the building the said Church and Parsonage House, with all Conveniences thereto, and setting out a Cemetery or Churchyard, there still remained a little Piece of Ground not made use of, which was directed by the said Act of Parliament to be disposed of for the most Advantage of the Rector of the said new Church; and also reciting, that several of the Inhabitants of the Town of *Birmingham* aforesaid, and other pious People, considering that Profaneness and Debauchery were greatly owing to a gross Ignorance of the Christian Religion, especially amongst the poorer Sort, and that nothing was more likely to promote the Practice of Christianity than an early and pious Education of Youth, and that many poor People were desirous of having their Children taught, but were not able to afford them a Christian and useful Education, had therefore raised a considerable Sum of Money for the erecting, building, and setting up of a Charity School, and for a Stipend or Salary for a Master and Mistress, for the teaching poor Children to write and read, and instructing them in the

the Knowledge of the Christian Religion as professed and taught in the Church of *England*, and such other Things as were suitable to their Condition and Capacity; it was by the now-reciting Indenture witnessed, that the said *William Lord Digby, Sir Clobery Holt, Arden Adderley, William Inge, Andrew Archer, William Jesson, and Thomas Archer*, being desirous to promote so charitable a Work, according to the Power in and by the said Act of Parliament to them in that Behalf accruing and arising, and with the Consent and at the Request of the said *Edward Lord Bishop and William Higgs* (testified as therein mentioned), and the said Lord Bishop and *William Higgs*, for the better promoting so pious and charitable an Undertaking, and in consideration of the yearly Rent thereby reserved, and for divers other good Causes and Considerations them moving, did thereby demise and grant unto the said *Richard Banner, Charles Blackham, William Wheeley, Henry Carver, John Sale, John Cottrell, Robert Johnson, Walter Tippin, Nehemiah Tonkes, John Porter, and Robert Fulwood*, all that the said Piece or Parcel of Ground (on Part whereof a Charity School was then building) from the Front of the said intended Charity School up to a Stake or Mark which was within Five Yards of the Rector's Garden, which said Piece of Ground was therein described to shoot from the said Stake or Mark down to a Lane leading from *Bull Street*, therein mentioned, and to carry an equal Breadth with the said Rector's Garden, together with all Liberties, Privileges, and Advantages thereto belonging or in anywise appertaining, to hold the same unto the said *Richard Banner, Charles Blackham, William Wheeley, Henry Carver, John Sale, John Cottrell, Robert Johnson, Walter Tippin, Nehemiah Tonkes, John Porter, and Robert Fulwood*, from the Nine-and-twentieth Day of *September* then last, for and during the Term of One thousand Years, nevertheless unto and for the several Intents, Trusts, and Purposes therein and herein-after expressed; (that is to say,) to the Intent, Trust, and Purpose that they the said *Richard Banner, Charles Blackham, William Wheeley, Henry Carver, John Sale, John Cottrell, Robert Johnson, Walter Tippin, Nehemiah Tonkes, John Porter, and Robert Fulwood* should permit and suffer the said intended Charity School to be completed and finished, and permit and suffer the same to be used, enjoyed, and employed, for and during the aforesaid Term of One thousand Years, by the Governors thereof, or such other Person or Persons as should from Time to Time be appointed pursuant to the Orders and Directions for governing the same then already made, or thereafter to be made at a solemn Meeting of such Persons as then subscribed One Guinea a Year each or upwards (all such Subscribers having timely Notice of such Meeting, in Writing, delivered to them or left at the Places of their usual Abode), for the maintaining and teaching poor Children to read and write, and instructing them in the Knowledge of the Christian Religion as professed in the Church of *England*, and also for the Habitation of a discreet and sober Master and Mistress for the Purposes aforesaid, and for such other Intents and Purposes as were then already set forth, agreed upon, and signed by the Subscribers, or which should from Time to Time be duly made, agreed upon, and signed by the said Subscribers, or a Majority thereof, at a solemn Meeting as aforesaid; and upon this further Trust and Confidence in them the said *Richard Banner, Charles Blackham, William Wheeley,*

Wheeley, Henry Carver, John Sale, John Cottrell, Robert Johnson, Walter Tippin, Nehemiah Tonkes, John Porter, and Robert Fulwood reposed, that whensoever they should be reduced to the Number of Four, by Death, or going to live out of the said Town of *Birmingham*, that then such Four Survivors should and might transfer and assign the above granted Premises for the then Rest and Residue of the said Term of One thousand Years to Seven such other Persons, Inhabitants of the said Town of *Birmingham*, being then Subscribers to or towards the said Charity School of the Sum of One Guinea a Year or upwards each, as they the said surviving Four should think fit, in trust for themselves and such Seven other Persons, subject nevertheless to the Trusts and Confidences in the said Indenture now in recital contained, with the like Power of assigning when they should be again reduced to the Number of Four, as in the now-reciting Indenture was expressed and contained, at and under the yearly Rent of Ten Shillings, payable to the said *William Higgs* and his Successors upon the Five-and-twentieth Day of *March* and the Nine-and-twentieth Day of *September*, by even and equal Portions, which Rent is therein mentioned to have been the utmost Value of the above demised Premises: And whereas, after divers mesne Assignments, Acts, and Assurances in the Law, by an Indenture of Assignment bearing Date the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, and made between the Reverend *Spencer Madan* Doctor of Divinity and *John Holt* (therein described as surviving Trustees of the said Premises) of the one Part, and *Laurence Gardner* Doctor of Divinity, *Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood*, all then of *Birmingham*, of the other Part, the said Piece of Land, with the said Charity School and Buildings erected thereon, and all other the Premises by the said recited Indenture of Lease demised as aforesaid, with their Appurtenances, and all other Erections, Improvements, and Buildings added or made thereto, were assigned unto the said *John Holt, Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood*, their Executors, Administrators, and Assigns, for the Remainder of the said Term of One thousand Years, subject nevertheless to the Payment of the said Rent, and subject to such and the same Trusts, Intents, and Purposes as were declared concerning the same by the said recited Indenture of Lease of the Sixth Day of *November* One thousand seven hundred and twenty-two: And whereas *Elizabeth White* of *Whittington* in the County of *Stafford*, Spinster, deceased, in and by her last Will and Testament in Writing, bearing Date the Third Day of *February* One thousand seven hundred and twenty-four, gave unto *Charles Blackham, Theophilus Levett, Thomas Luthner, and Richard Carless*, therein severally described, all her Closes, Lands, and Tenements called *Brook House Fields* and *Slows Moor*, therein mentioned to be lying and being in the Parish of *Aston juxta Birmingham* in the County of *Warwick*, together with all Barns, Buildings, and Appurtenances thereto belonging, and then in the Occupation of *Samuel Broughton* or his Under-tenants, to hold the same unto the said *Charles Blackham, Theophilus Levett, Thomas Luthner, and Richard Carless*,

By Indenture, dated 21st July 1829, School vested in new Trustees.

Will of *Eliz. White*, dated 3d Feb. 1724.

Carless, their Heirs and Assigns for ever, in trust nevertheless (after Payment of certain Annuities which have long since determined) to and for the several Uses, Intents, and Purposes therein and herein after mentioned; (that is to say,) in trust to and for the Use of her Brother *Thomas White* for his Life, and after his Decease then to the Use of her Sister *Sarah White* for her Life, and from and after her Decease then to the Use and Behoof of the Charity School in *Birmingham* aforesaid, to be applied, yearly for ever, for the Education of Boys and Girls in the said School in such Manner as her said Trustees or the major Part of them, and their Heirs, should direct, recommending to them such Children whose Parents were of the Communion of the Church of *England*; and that such her charitable Intention and Devise might be put upon a sure and solid Foundation for ever, she empowered and directed her said Trustees (if they should think proper) to convey over the said Premises, in such Manner as Counsel should advise, to other Trustees and their Heirs for ever, in trust for the said Charity School, in such Manner, and under and subject to such Rules, Orders, Directions, and Ordinances, as her above-named Trustees, or the Survivors of them, and their Heirs, should make for the Management thereof forever, and so from Time to Time, as Trustees should die, the Survivors (when they should think proper) to convey over the same Premises to other Trustees, to the same Uses, and subject to the same Rules, Orders, Directions, and Ordinances, as her above-named Trustees should make about the same, for the Benefit and Advantage of the said Charity School: And whereas by Indentures of Lease and Release, bearing Date respectively the Fourteenth and Fifteenth Days of *May* One thousand seven hundred and forty-five, the Release made between *Sarah White* of the City of *Lichfield*, Spinster, (therein described to be Sister and Heir of the said *Elizabeth White* deceased,) and the said *Theophilus Levett* and *Thomas Luthner*, of the one Part, and *William Vyse* Clerk, *Richard Dovey* Clerk, *John Levett* (Son and Heir Apparent of the said *Theophilus Levett*), *John Luthner* (Son and Heir Apparent of the said *Thomas Luthner*), *Richard Blackham*, *Illedge Maddox*, and *Thomas Hollier*, of the other Part, after reciting the Will of the said *Elizabeth White* deceased; and that the said *Thomas White* was dead, and that the said Annuities were extinguished, but that the said *Sarah White* was living, and enjoyed the Rents and Profits of the said Land, so that the said Charity School then received no Benefit from the same, and also reciting that the said *Charles Blackham* and *Richard Carless*, Two of the said Trustees, were also dead, and that the said *Theophilus Levett* and *Thomas Luthner*, advancing in Years, and apprehending that the said *Sarah White* might overlive them, and that the making Rules and Orders or the Application of the Rents of the said Premises and Management of the said School might be improper, if not impracticable and inconvenient, before the said Rents actually came in, they had therefore, with the Concurrence and Consent of the said *Sarah White*, who was the sole Heir at Law to all her Ancestors who had enjoyed that Estate, agreed to transfer and assign the same Trusts to other reputable and substantial Persons as therein-after mentioned, for the better Management, ordering, and perpetuating the said Charity for the Benefit and Service of the said Charity School,

Indentures
of Lease and
Release,
dated 14th
and 15th May
1745.

[Private.]

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according

according to the laudable and pious Intention of the Donor thereof, it was by the now-reciting Indenture witnessed, that the said *Sarah White*, *Theophilus Levett*, and *Thomas Luthner* granted, released, and confirmed unto the said *William Vyse*, *Richard Dovey*, *John Levett*, *John Luthner*, *Richard Blackham*, *Illedge Maddox*, and *Thomas Hollier*, their Heirs and Assigns, all those the aforesaid Closes, Lands, and Tenements called *Brook House Fields* and *Slows Moor*, lying and being in the Parish of *Aston juxta Birmingham* aforesaid, and all Barns, Buildings, and Appurtenances thereto belonging, and all other the Lands and Tenements devised by the said *Elizabeth White* in trust as aforesaid, to hold the same unto the said *William Vyse*, *Richard Dovey*, *John Levett*, *John Luthner*, *Richard Blackham*, *Illedge Maddox*, and *Thomas Hollier*, their Heirs and Assigns, to the Use of the said *Theophilus Levett*, *Thomas Luthner*, *William Vyse*, *Richard Dovey*, *John Levett*, *John Luthner*, *Richard Blackham*, *Illedge Maddox*, and *Thomas Hollier*, their Heirs and Assigns for ever, upon the several Trusts, and to and for the several Uses, Intents, and Purposes, therein and herein-after mentioned; (that is to say,) upon trust that they should permit and suffer the said *Sarah White*, and her Assigns during her Life, to hold and enjoy the said Closes, Lands, and Tenements, and the Rents, Issues, and Profits thereof to have, receive, and take to her own Use, according to the Devise to her made in and by the said Will of her said Sister *Elizabeth White*, and from and after her Decease (which happened many Years ago) then upon trust that they the said Trustees, or the major Part of them, and the Survivors of them, or the major Part of such Survivors, should from Time to Time and at all Times for ever thereafter set and let the said Lands and Premises to and for the best Advantage they might or could, and should from Time to Time receive, take, and apply the Rents and Profits thereof to and for the Use of the said Charity School in *Birmingham* for ever, for the Education of Boys and Girls in the said School in such Manner as the said Trustees or the major Part of them should direct, according to the Will and Intention of the said Donor, with the same or the like Power as was by the said Will vested in the said *Theophilus Levett* and *Thomas Luthner*, and (so far as they by Law might or could) to make Rules, Orders, Directions, and Ordinances for the Management of the said School and Charity, and for the Application of the Rents and Profits of the said Premises, and for conveying over the same Premises to new Trustees, that the said Charity might be perpetuated to future Ages, and managed and applied in the best Manner it could, for the Benefit and Advantage of the said Charity School, and of the Boys and Girls to be taught therein, according to the pious and laudable Intentions of the said *Elizabeth White*, the Donor thereof, regard always being had to such Children whose Parents were of the Communion of the Church of *England* then by Law established, the said Donor having been a worthy Communicant thereof; and it was thereby provided and declared, that when the said Trustees should by Death be reduced to the Number of Three, (or sooner, if they should think it meet and reasonable,) such Survivors or the major Part of them should convey over the said Premises to other substantial and reputable Persons of the Communion of the Church of *England*, for the

Use of themselves and such other Persons and their Heirs, upon the same Trusts, and to and for the same Uses, Intents, and Purposes, as were therein contained, to the end that there might always be a competent Number of Trustees to act in the Management of the said Trust and Charity, and that the like Rule in renewing the said Trust should be observed in all succeeding Times and Generations: And whereas, after divers mesne Conveyances and Assurances in the Law, by an Indenture, dated on or about the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, (duly inrolled in Chancery on the Fifth Day of *December* in the same Year,) and made between *Spencer Madan* Doctor of Divinity, *James Woolley*, *Theodore Price*, and *Joseph Gibbs*, (therein described to be surviving Trustees of the said last-mentioned Hereditaments,) of the one Part, and *Laurence Gardner*, *Thomas Mole*, *Samuel Bodell*, *Humphrey Pountney*, *Samuel Willis*, *Thomas Paine*, *William Henry Osborn*, *Richard Roberts*, *William Bowes Dadley*, and *John Linwood*, of the other Part, all those the said several Closes, Lands, and Tenements called *Brook House Fields*, and *Slows Moor*, devised by the said recited Will of the said *Elizabeth White* deceased, as aforesaid, together with all Messuages or Dwelling Houses erected thereon, were conveyed and assured unto the said *Laurence Gardner*, *Thomas Mole*, *Samuel Bodell*, *Humphrey Pountney*, *Samuel Willis*, *Thomas Paine*, *William Henry Osborn*, *Richard Roberts*, *William Bowes Dadley*, and *John Linwood*, their Heirs and Assigns, to the Use of the said *James Woolley*, *Theodore Price*, *Joseph Gibbs*, *Laurence Gardner*, *Thomas Mole*, *Samuel Bodell*, *Humphrey Pountney*, *Samuel Willis*, *Thomas Paine*, *William Henry Osborn*, *Richard Roberts*, *William Bowes Dadley*, and *John Linwood*, their Heirs and Assigns for ever, (subject nevertheless to certain Leases of certain Parts of the said Hereditaments made by the Trustees for the Time being to *John Parkes*, *John Wareham*, and *Thomas Ward* respectively,) and to, for, and upon the several Trusts and Purposes therein expressed, being Trusts and Purposes to the same Purport and Effect as those contained in the said Indenture of Release of the Fifteenth Day of *May* One thousand seven hundred and forty-five, and with the like Power and Direction as to the Appointment of future Trustees as in the same Deeds was or were contained: And whereas by Indentures of Lease and Release, bearing Date respectively the Twentieth and Twenty-first Days of *October* One thousand seven hundred and thirty-one, the Release being made between *William Wharton* of *Dudley* in the County of *Worcester*, Baker, of the First Part, *Richard Rann* of *Birmingham* aforesaid, Gentleman, of the Second Part, and *William Hunt*, *Joseph Wood*, *Walter Tippin*, *George Willes*, *Daniel Whalley*, *John Banner*, *Richard Banner*, *Thomas Ashwell*, *Joseph Smith*, *John Savage*, and *John James*, all of *Birmingham* aforesaid, and then Governors of the said Charity School, of the Third Part, and by a Fine Sur conusance de droit come ceo, et cetera, levied in or as of *Michaelmas* Term in the said Year One thousand seven hundred and thirty-one, in consideration of the Sums of Eighty Pounds and Six hundred Pounds respectively paid to or by the Direction of the said *William Wharton*, as therein mentioned, out of Monies of the said Governors, as and for the Purchase of the Hereditaments therein-after mentioned, the said *William Wharton* and

Appoint-
ment of new
Trustees of
Brook House
Fields and
Slows Moor,
21st July
1829.

Indentures
of Lease and
Release,
dated respec-
tively 20th
and 21st Oct
1731.

and *Richard Rann* granted, bargained, sold, released, delivered, and confirmed unto the said Parties thereto of the Third Part, their Heirs and Assigns, all that Messuage or Tenement, with the Appurtenances thereunto belonging, together with all Barns, Buildings, Gardens, Hemplecks, Orchards, and Backsides to the said Messuage or Tenement belonging and appertaining, and also those Five Closes of Land, and One Moor and Two Meadows, called or known by the Name of the *Hinds*, with their Appurtenances, all which said Messuage or Tenement, Closes of Land, Moor, and Meadows, were therein mentioned to be standing and being in *Bordesley* in the Parish of *Aston-juxta-Birmingham* in the said County of *Warwick*, between the Land of *William Booth Allestry* Esquire, the Land then late or theretofore of *George Dolphin*, the Land then formerly of *Richard Smallbrook*, the Land then late or theretofore of *John Dolphin*, the Land then late or theretofore of *Thomas Dolphin*, and a Lane lying between the *Coventry Road* and *Warwick Road*, on, at, or near all, some, or most Parts thereof, and also all those Three Closes or Parcels of Land called or known by the Name of the *Birchfields*, and a Meadow adjoining at one End of them, with their and every of their Appurtenances, lying and being in *Bordesley* aforesaid, between the Land of the said *William Booth Allestry*, the Land theretofore of Sir *John Gage*, and a Lane leading from *Sparkbrook* to *Smallheath*, on, at, or near all, some, or most Parts thereof, and all Ways, Waters, Watercourses, Easements, Commons, Profits, Commodities, Advantages, Hereditaments, and Appurtenances to the same Premises belonging or in anywise appertaining, except and always reserved unto the said *William Wharton*, his Heirs and Assigns, Tenants or Occupiers of a certain Meadow, Part lying in *Yardley* and Part in *Bordesley* aforesaid, then in the Holding of *Aaron Lee*, free Liberty to take One Half of the Water that should come to some Ground thereby granted; at or near the upper End of the said Meadow, for the Improvement thereof, to hold the same unto and to the Use of the said *William Hunt*, *Joseph Wood*, *Walter Tippin*, *George Willes*, *Daniel Whalley*, *John Banner*, *Richard Banner*, *Thomas Ashwell*, *Joseph Smith*, *John Savage*, and *John James*, their Heirs and Assigns for ever, to be holden of the Lord or Lords of the Fee or Fees at the yearly Rent of Eleven Shillings and Ten-pence, nevertheless upon special Trust and to the Intent that the Rents, Issues, and Profits of the said Premises might be received yearly and every Year for ever by the said Grantees, and the Survivors and Survivor of them, and his Heirs, for the Use, Benefit, and Support of the said Charity School, according to the Rules, Orders, and Directions that should or might from Time to Time be duly made or given by the Governors of the said School for the Time being concerning the same; and it was thereby declared, that whenever it should happen that the above-mentioned Governors of the said Charity School, by Death, or Removal out of the said Town of *Birmingham*, should be reduced to the Number of Four Persons, that then and in such Case such surviving Grantees should convey the said Premises to such Persons who should then be Governors of the said School, and their Heirs, and the Survivor of them, and his Heirs, for the same Uses, Trusts, Intents, and Purposes therein-before limited, expressed, and declared concerning the same: And whereas after divers mesne Conveyances and Assurances in the Law, by an

Indenture,

Indenture,
dated
21st July
1829.

Indenture, bearing Date the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, (and enrolled in Chancery the Fifth Day of *December* in the same Year,) and made between the said *Theodore Price, Spencer Madan, George Simcox,* and the said *Joseph Gibbs,* (therein described as Trustees of the said last-mentioned Hereditaments,) of the one Part, and the said *Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley,* and *John Linwood,* of the other Part, all and singular the said Messuage or Tenement, Buildings, Closes or Parcels of Land, Meadow and Pasture Ground, Hereditaments and Premises, mentioned, described, and comprised in the said recited Indentures of Lease and Release of the Twentieth and Twenty-first Days of *October* One thousand seven hundred and thirty-one, with their Appurtenances, and which Hereditaments were then in the Occupations of *Chattaway* and *William Compton,* or their Under-tenants, were bargained, sold, and released unto the said *Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley,* and *John Linwood,* their Heirs and Assigns, to the Use of the said *Theodore Price, Joseph Gibbs, Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley,* and *John Linwood,* their Heirs and Assigns for ever, upon the same or the like Trusts, Ends, and Purposes, and with the same or the like Proviso or Declaration as to the future Appointment of new Trustees in the event of Death or Removal out of the said Town of *Birmingham,* as were declared and contained respectively by and in the said recited Indenture of the Twenty-first Day of *October* One thousand seven hundred and thirty-one as aforesaid: And whereas by or by virtue of Indentures of Lease and Release, bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *December* One thousand seven hundred and eighty-seven, the Release made between *Edward Hale* of *Birmingham,* Broker, of the First Part, *Thomas Willmore, Thomas Rock, John Hodgson,* and *Matthew Linwood,* (therein described as Treasurers of the Blue Coat Charity School, situated by the Side of *Saint Philip's* Churchyard in *Birmingham* aforesaid,) of the Second Part, and the Reverend *Charles Curtis,* the said *Spencer Madan,* the said *Joseph Gibbs, Philip Hammersley, Robert Wheeler, John Bird, Thomas Beilby, James Osborne,* and *Peter Kempson,* all of *Birmingham* aforesaid, of the Third Part, and of a certain other Indenture, bearing Date on or about the Ninth Day of *October* One thousand seven hundred and ninety-two, (and enrolled in the High Court of Chancery on the Twenty-fourth Day of *January* One thousand seven hundred and ninety-three,) made between the said *Edward Hale* of the First Part, *Thomas Blood,* therein described, of the Second Part, the said *Thomas Willmore, Thomas Rock, John Hodgson,* and *Matthew Linwood,* of the Third Part, and the said *Charles Curtis, Spencer Madan, Joseph Gibbs, Philip Hammersley, Robert Wheeler, John Bird, Thomas Beilby, James Osborne,* and *Peter Kempson,* of the Fourth Part, for the valuable Considerations therein expressed, all those Three Messuages, Tenements, or Dwelling Houses therein described to be

[Private.]

situate

Indentures
of Lease and
Release
dated re-
spectively
28th and
29th Dec.
1787.

Indenture,
dated
9th Oct.
1792;
further Con-
veyance of
the same
Messuages.

situate and being together in *Bull Lane* in *Birmingham* aforesaid, with the Outbuildings, Privileges, and Premises to the same respectively belonging, then late in the several Tenures or Occupations of *William Hammersley*, *Tart*, and *Simpson*, but then in the several Tenures of the said *William Hammersley*, *Tart*, and *Perry*, with the Appurtenances thereto belonging, were appointed, granted, and assured by the said *Edward Hale* and *Thomas Blood* unto and to the Use of the said *Charles Curtis*, *Spencer Madan*, *Joseph Gibbs*, *Philip Hammersley*, *Robert Wheeler*, *John Bird*, *Thomas Beilby*, *James Osborne*, and *Peter Kempson*, their Heirs and Assigns for ever, in trust nevertheless for the Use, Benefit, and Advantage of the said Blue Coat Charity School, and to answer the Ends, Intents, and Purposes of that Institution, and to be from Time to Time converted, used, and disposed of, for the Use and Benefit of the said School, in such Manner as the said *Charles Curtis*, *Spencer Madan*, *Joseph Gibbs*, *Philip Hammersley*, *Robert Wheeler*, *John Bird*, *Thomas Beilby*, *James Osborne*, and *Peter Kempson*, or the major Part of them for the Time being, should from Time to Time think most for the Benefit and Advantage of the said School, subject nevertheless to a proportionable Part of a certain Mortgage Debt of Two hundred and fifty Pounds with which the said Premises (*inter alia*) then stood charged to one *William Eaves* of *Stratford-on-Avon*, Gentleman, and the future Interest thereof (which Sum has been long since discharged, and the said Hereditaments released therefrom,) and upon further Trust that when by the Death of the said *Charles Curtis*, *Spencer Madan*, *Joseph Gibbs*, *Philip Hammersley*, *Robert Wheeler*, *John Bird*, *Thomas Beilby*, *James Osborne*, and *Peter Kempson*, or their or any or either of their ceasing to reside in the Parish of *Birmingham* aforesaid, their Number residing in the said Parish should be reduced to Three, then that such Three remaining Trustees, or the Survivors or Survivor of them, or the Heirs of such Survivor, should, with all convenient Speed, convey, limit, settle, and assure the said Messuages, Buildings, Hereditaments, and Premises thereby released unto Six or more other such Persons whom such Three remaining Trustees or the major Part of them, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, should in that Behalf nominate and appoint, their Heirs and Assigns, to the Use of such surviving Trustees or Trustee, their or his Heirs and Assigns, and such other or new Trustees to be nominated and appointed as aforesaid, and their Heirs and Assigns for ever, upon the Trusts and to and for the Intents and Purposes therein-before mentioned and expressed of and concerning the same Hereditaments and Premises, and so from Time to Time as often as such Trustees or any succeeding Trustees should be reduced to the Number of Three residing within the Parish of *Birmingham* aforesaid: And whereas by Indentures of Lease and Release, bearing Date respectively the First and Second Days of *July* One thousand seven hundred and eighty-eight, made between *John Taylor* of *Birmingham* aforesaid, Jobbing Smith, and *Mary* his Wife, of the First Part, *Joseph Marston* of the Second Part, *John Cope*, *James Bingham*, *Richard Smith*, and *William Turner*, of the Third Part, and the said *Charles Curtis*, *Spencer Madan*, *Joseph Gibbs*, *Philip Hammersley*, *Robert Wheeler*,
John

Indentures
of Lease and
Release,
dated re-
spectively
1st and
2d July 1788.

John Bird, Thomas Beilby, James Osborne, and Peter Kempson, of the Fourth Part, and of a Fine in such Indenture of Release covenanted to be levied, One undivided Third Part of and in Eight other Messuages, Tenements, or Dwelling Houses situate, standing, and being in or near *Bull Lane* in *Birmingham* aforesaid, then in the several Tenures or Occupations of *George Adkins, William Moore,*

Simpson, Price Hughes, and several other Persons, Servants or Under-tenants of the said *Price Hughes*, with the Appurtenances thereto belonging, were granted and assured unto and to the Use of the said *Charles Curtis, Spencer Madan, Joseph Gibbs, Philip Hammersley, Robert Wheeler, John Bird, Thomas Beilby, James Osborne, and Peter Kempson*, their Heirs and Assigns for ever, in trust for the Use, Benefit, and Advantage of the said Blue Coat Charity School, and to answer the Ends, Intents, and Purposes of that Institution, in the same Manner, and with the like Directions as to the Appointment of new Trustees, as was or were declared by or in the above-recited Indenture of Release of the Twenty-ninth Day of *December* One thousand seven hundred and eighty-seven: And whereas by an

Indenture of Bargain and Sale, bearing Date on or about the Twenty-seventh Day of *September* One thousand seven hundred and ninety-two, (enrolled in Chancery on the Twenty-fourth Day of *January* in the following Year,) and made between *Edward Timmings* and *Ann* his Wife of the First Part, *John Green, Thomas Robinson, Rice Lewis, and Edward Jones*, of the Second Part, the said *Charles Curtis, Spencer Madan, Joseph Gibbs, Philip Hammersley, Robert Wheeler, John Bird, Thomas Beilby, James Osborne, and Peter Kempson*, of the Third Part, and *Joseph Marston* of the Fourth Part, and by a Fine levied in or as of *Trinity* Term One thousand seven hundred and ninety-two, for the valuable Considerations therein expressed to be paid to the said *Edward Timmings*, all and singular the several Messuages or Dwelling Houses, and other the Buildings, Hereditaments, and Premises comprised in the said recited Indentures of the Twenty-eighth and Twenty-ninth Days of *December* One thousand seven hundred and eighty-seven and the Ninth Day of *October* One thousand seven hundred and ninety-two, and the First and Second Days of *July* One thousand seven hundred and eighty-eight, were granted, bargained, and sold by the said *Edward Timmings* and *Ann* his Wife unto and to the Use of the said *Charles Curtis, Spencer Madan, Joseph Gibbs, Philip Hammersley, Robert Wheeler, John Bird, Thomas Beilby, James Osborne, and Peter Kempson*, their Heirs and Assigns for ever, upon, to, and for the same Trusts, Ends, Intents, and Purposes, and with the same Power and Direction concerning the Appointment of new Trustees, as are and is declared and contained by and in the said Indenture of the Twenty-ninth Day of *December* One thousand seven hundred and eighty-seven: And whereas by an Indenture of Bargain and Sale, bearing Date on or about the Twenty-ninth Day of *September* One thousand seven hundred and ninety-two, (enrolled in Chancery on the Twenty-fourth Day of *January* in the following Year,) and made between *Edward Waldron* and *Elizabeth* his Wife of the First Part, *Thomas Neale, Thomas Willetts, and James Kempson*, of the Second Part, the said *Charles Curtis, Spencer Madan, Joseph Gibbs, Philip Hammersley, Robert Wheeler, John Bird, Thomas Beilby, James Osborne, and*

Indenture,
dated
27th Sept.
1792.

Indenture,
dated
29th Sept.
1792.

Peter

Peter Kempson, of the Third Part, and *Joseph Marston* of the Fourth Part, and by a Fine levied in or as of *Trinity* Term One thousand seven hundred and eighty-eight, the Two other undivided Third Parts or Shares of and in the said Eight Messuages or Tenements situate in or near to *Bull Lane* in *Birmingham* aforesaid, herein-before mentioned, and of and in the Appurtenances thereunto belonging, were granted, bargained, and sold unto and to the Use of the said *Charles Curtis*, *Spencer Madan*, *Joseph Gibbs*, *Philip Hammersley*, *Robert Wheeler*, *John Bird*, *Thomas Beilby*, *James Osborne*, and *Peter Kempson*, their Heirs and Assigns for ever, upon the same Trusts, for the Benefit of the said Blue Coat Charity School, and with the same Direction as to the Appointment of future new Trustees of the same Hereditaments; as were and was declared and contained concerning the Entirety of the said Three other Messuages by or in the said recited Indentures of the Twenty-ninth Day of *December* One thousand seven hundred and eighty-seven and the Ninth Day of *October* One thousand seven hundred and ninety-two respectively: And whereas by an Indenture of Bargain and Sale, bearing Date on or about the Third Day of *July* One thousand seven hundred and eighty-nine, (enrolled in Chancery on the Second Day of *January* in the following Year,) and made between *Thomas Eginton Cecil* Gentleman and *Mary* his Wife of the First Part, *John Reeves* Japanner, *William Jones* Builder, *Samuel Hammond* Button-maker, and *John Dickinson* Button-maker, (the then Treasurers of the said Blue Coat Charity School,) of the Second Part, and the said *Charles Curtis*, *Spencer Madan*, *Joseph Gibbs*, *Philip Hammersley*, *Robert Wheeler*, *John Bird*, *Thomas Beilby*, *James Osborne*, and *Peter Kempson*, of the Third Part, and by a Fine levied in or as of *Michaelmas* Term One thousand seven hundred and eighty-nine, for a valuable Consideration therein expressed to be paid to the said *Thomas Eginton Cecil*, all that Piece or Parcel of Ground, therein described to be situate in *Birmingham* aforesaid, on the South Side of and near to a Street formerly called *Church Lane* afterwards *Bull Lane*, but then and for some Time called *Monmouth Street*, and to adjoin at the East End and on the South Side thereof to certain Shops and Buildings belonging to *Michael Lawrence*, and at the West End and on the North Side thereof to Buildings and Ground belonging to the said Charity School or the Trustees thereof, and to contain in Length from the East to the West End Eighteen Yards One Foot or thereabouts, and in Width or Breadth from the North to the South Side thereof Seven Yards One Foot and Nine Inches or thereabouts (more or less), and also all those Shops and Buildings standing upon the said Piece of Ground theretofore in the Tenure or Occupation of *John Gimblett*, and then of *William Allison*, together with the Necessary House and Miskin Place standing and being thereon, all which said Piece of Ground and Buildings were therein described to be near to the back Part of and appurtenant or belonging to Four Dwelling Houses of the said *Thomas Eginton Cecil* situate in *Bull Lane* otherwise *Monmouth Street* aforesaid, and to adjoin to the lower End of the Quaker's Burial Ground there, or some of them, and also such Part and so much of the West End of the Way or Passage leading from the back Part of the said Four Dwelling Houses of the said *Thomas Eginton Cecil* to the said Piece

or

Indenture,
dated
3d July
1789.

or Parcel of Ground and Buildings thereby bargained and sold as was the sole Property of the said *Thomas Eginton Cecil*, save and except Three Yards in Length of the Eastern End or Extremity thereof; in and upon which Space of Three Yards the said Trustees had contracted and agreed with the said *Thomas Eginton Cecil* to erect, build, and fence out, at their own Expence, a good and sufficient Necessary House and Miskin Place for the Use of the said *Thomas Eginton Cecil*, his Heirs and Assigns, and his and their Tenants and Occupiers for the Time being, for ever thereafter, of all the said Four Dwelling Houses, in lieu and stead of the said Necessary House and Miskin Place thereby bargained and sold, and from Time to Time, as often as Occasion should require, cause or procure the Contents thereof to be emptied, cleaned out, and removed, at their own Expence, through and over the Ground so belonging to the said Charity Estate adjacent thereto, with the Appurtenances, were granted, bargained, and sold unto and to the Use of the said *Charles Curtis, Spencer Madan, Joseph Gibbs, Philip Hammersley, Robert Wheeler, John Bird, Thomas Beilby, James Osborne, and Peter Kempson*, their Heirs and Assigns for ever, upon and for the like Trusts, Intents, and Purposes, and with the like Declaration as to the Appointment of future new Trustees of the said Hereditaments, as are declared by the herein-before recited Indenture of the Twenty-ninth Day of *December* One thousand seven hundred and eighty-seven of and concerning the Hereditaments thereby released as aforesaid: And whereas by an Indenture, bearing Date on or about the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, (enrolled in Chancery on the Twenty-ninth Day of *October* in the same Year,) and made between the said *Spencer Madan, Joseph Gibbs, and Robert Wheeler*, (the then Survivors of the said Trustees named in the said recited Indentures of the Twenty-eighth and Twenty-ninth Days of *December* One thousand seven hundred and eighty seven, and the said subsequently recited Indentures,) of the one Part, and the said *Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood*, of the other Part, after reciting the said Indentures of the Twenty-eighth and Twenty-ninth Days of *December* One thousand seven hundred and eighty-seven, the First and Second Days of *July* One thousand seven hundred and eighty-eight, the Twenty-seventh Day of *September* One thousand seven hundred and ninety-two, the Twenty-ninth Day of *September* One thousand seven hundred and ninety-two, and the Third Day of *July* One thousand seven hundred and eighty-nine, and also reciting that the said *Charles Curtis, Philip Hammersley, John Bird, Thomas Beilby, James Osborne, and Peter Kempson* had all departed this Life, by means whereof the Hereditaments and Premises comprised in the said therein-recited Indentures were become legally vested in the said *Spencer Madan, Joseph Gibbs, and Robert Wheeler* for the Purposes aforesaid, it was witnessed that the said *Spencer Madan, Joseph Gibbs, and Robert Wheeler*, in exercise of the Trusts, Powers, and Authorities vested in them as surviving Trustees of the said Hereditaments and Premises aforesaid, granted, bargained, sold, and confirmed unto the said *Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn,*

[Private.]

9 a

Richard

Indenture,
dated
21st July
1829.

Richard Roberts, William Bowes Dadley, and John Linwood, and their Heirs, all and singular the Hereditaments and Premises comprised in the said several therein-before in part recited Indentures of Lease and Release, and Bargain and Sale, and therein-after particularly described; (that is to say,) all that Piece or Parcel of Land or Ground fronting to Bull Lane aforesaid, abutting at the back Part or Southern Boundary on the Leasehold Lands and Buildings of the said Blue Coat School, and on the Buildings belonging to Allison and Atkins, adjoining at the East End to the Quakers Burial Ground and Buildings of the said , and at the West End to the said School, containing in Length-at the Front next to Bull Lane aforesaid Thirty-two Yards Two Feet and Four Inches or thereabouts, at the back Part Twenty-five Yards One Foot or thereabouts, in Depth at the East End in different Lines Sixteen Yards and Two Feet or thereabouts, at the West End Seventeen Yards and One Foot or thereabouts, and in the whole Five hundred and twenty-two square Yards or thereabouts, a Plan whereof is drawn in the Margin of those Presents; and also all Messuages and Buildings then erected or standing thereon, together with all Appurtenances thereunto belonging, to hold the same unto the said Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood, their Heirs and Assigns for ever, to the Use of them the said Joseph Gibbs, Robert Wheeler, Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood, their Heirs and Assigns for ever, (subject nevertheless to a certain Lease made of Part of the said Hereditaments to one William Barrows, which has since been surrendered,) upon and for the Trusts, Intents, and Purposes therein declared, being the same Trusts, Intents, and Purposes declared and contained by and in the said recited Indenture of the Twenty-ninth Day of December One thousand seven hundred and eighty-seven of and concerning the Three Messuages thereby conveyed, and with the same Trust or Declaration as is in the last-mentioned Indenture contained concerning the Appointment of new Trustees: And whereas by an Indenture, bearing Date the Twenty-fifth Day of July One thousand eight hundred and twenty-nine, (and enrolled in Chancery on the Seventh Day of October in the same Year,) and made between James Allison of Monmouth Street in Birmingham, Woolstapler, of the one Part, and the said Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood, all of Birmingham aforesaid, of the other Part, it was witnessed, that in consideration of One thousand nine hundred and ninety-five Pounds Purchase Money paid to the said James Allison, as therein mentioned, the said James Allison appointed and granted and assured, in manner therein mentioned, unto the said Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood, their Heirs and Assigns, all that Piece of Land or Ground, containing by Admeasurement Six hundred and forty-

Indenture,
dated
25th July
1829.

forty-four square Yards or thereabouts, situate, lying, and being in a Yard called *Wagstaff's Yard*, at the Back of certain Dwelling Houses and Premises adjoining to *Bull Street* in *Birmingham* aforesaid, formerly the Property of one *Michael Lawrence*, bounded on Part of the North Side thereof for the Length of Twenty Yards by other Land and Buildings belonging to the Trustees of the said Blue Coat School, and the remaining Part by other Buildings of the said *James Allison*, on the South Side by Land and Buildings belonging to the Trustees of the late *Stephen Hill* deceased, on the West for its whole Length, Twenty-six Yards and Two Feet, by other Land of the Trustees of the said Blue Coat School, and on the East by Houses of the said Trustees of the said *Stephen Hill* deceased, and Part of the Road leading to the said Land intended to be thereby conveyed; and also all those Three Messuages, Tenements, or Dwelling Houses standing upon Part of the East End of the said Piece of Land on the South Side of the Passage leading out of *Bull Street* aforesaid unto the thereby-conveyed Premises, then lately in the Occupation of *Charles Winn*, *Cutter*, and *Beedle*, and which said Dwelling Houses were divided from Three other Dwelling Houses, some Time since the Property of the said *Michael Lawrence*, in the said Yard, by a straight Wall Nine Inches thick, and which was a Party Wall between the Premises formerly of the said *Michael Lawrence*, then belonging to the Trustees of the said *Stephen Hill*, and the Persons who for the Time being should be entitled to the Premises thereby conveyed; and also all that Piece of Brick Building used as Coach-houses and Stables, with a small back Yard belonging thereto, and a Shop and Building, then some Time since in the Occupations of *Harrison*, *Perks*, and *Brown*, all which said last-described Buildings and Premises were also situate upon the South Side of the said Piece of Land thereby conveyed, and of the said Passage leading out of *Bull Street*, and at the upper End thereof adjoined to the Wall of the said Governors of the Blue Coat Charity School; and also all those Four Messuages or Dwelling Houses standing on the North Side of the said Piece of Land therein-before described, and of the said Way or Passage adjoining to Lands and Buildings of the said Governors of the Blue Coat Charity School at the North and West Parts thereof, and which were formerly in the Occupation of *Maclaughton*, *Murry*, *Reynolds*, and *Cotton*, together with full and free Liberty, Power, and Authority to and for the said Bargainees, their Heirs and Assigns, and all other Persons, to pass and repass, either on Foot or on Horseback, and with all Manner of Carriages whatsoever, in, over, through, and along the then present Roadway or Passage of Seven Feet wide over the Land called *Wagstaff's Yard* aforesaid, and all other Lands through which the said Road ran, to and from the said Buildings, Land, and Premises thereby conveyed, at their and every of their free Will and Pleasure; all which said Premises, for the better Description thereof, were shown in a Plan thereof drawn on the Back of the Second Skin of the now-reciting Indenture, together with all Appurtenances thereto belonging, except and always reserved unto the said *James Allison*, his Heirs, Appointees, and Assigns, in respect of his adjoining Warehouse and Shops, and unto the Owners and Occupiers for the Time being of certain Premises then late of the said

said *Michael Lawrence*, the joint Use of the Pump standing and being upon the said Premises thereby conveyed, and all usual Ways and Passages to the same, they and every of them being at a proportionable Share of the Expence of keeping the said Pump, with its Well and Appurtenances, in proper Order and Repair; and also excepted unto the said *James Allison*, his Heirs, Appointees, and Assigns, and all other Persons whomsoever by his or their Direction, a Right of Way and Passage to and from his Warehouses and Buildings adjoining to the North Side of Part of the said Land thereby conveyed, either on Foot or on Horseback, and with all Manner of Carriages whatsoever, at his and their free Will and Pleasure, at all Times, he the said *James Allison*, his Heirs, Appointees, and Assigns, paying a proportionate Share of the Expence of keeping that Part of the said Yard in repair, to hold the same unto and to the Use of the said *Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood*, their Heirs and Assigns for ever, subject nevertheless to such Rights and Reservations as were therein-before contained, upon the several Trusts, Intents, and Purposes therein mentioned and expressed of and concerning the same; (that is to say,) in trust that they the said *Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood*, or the major Part of them, or the Survivors or them, or the major Part of such Survivors, should from Time to Time and at all Times set and let the said Lands and Premises, or otherwise use the same to and for the best Advantage they might or could, and should from Time to Time receive, take, and apply the said Premises, and the Rents, Issues, and Profits thereof, to and for the Benefit of the said Blue Coat Charity School in *Birmingham* aforesaid, and the Objects thereof, for ever, in such Manner as they, their Heirs, Assigns, or Successors, or the major Part of them, for the Time being, should from Time to Time think most fit for the Benefit and Advantage of the said Institution; and upon this further Trust, that when, by the Death of the said *Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood*, or their or any or either of their ceasing to reside in the Parish of *Birmingham* aforesaid, their Number should be reduced to Three, then that such Three remaining Trustees, or the Survivors or Survivor of them, or the Heirs of such Survivor, should with all convenient Speed convey, limit, settle, and assure the said Hereditaments and Premises thereby appointed, bargained, and sold unto Six or more other Persons, Inhabitants of *Birmingham* aforesaid, whom such Three remaining Trustees or the major Part of them, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, should in that Behalf nominate and appoint, and to their Heirs and Assigns, to the Use of such remaining or surviving Trustees or Trustee, or his Heirs and Assigns, and such other or new Trustees to be nominated as aforesaid, and their Heirs and Assigns for ever, upon the Trusts and to and for the Intents and Purposes therein-before mentioned and expressed of and concerning the same Hereditaments and Premises, and so from Time to Time as often as such Trustees or any surviving

Trustees should be reduced to the Number of Three, and to and for no other Use, Trust, Estate, End, Intent, and Purpose whatsoever: And whereas the Messuages and other Buildings conveyed and assured by the said recited Indentures of the Twenty-eighth and Twenty-ninth *December* One thousand seven hundred and eighty-seven, and the several other Indentures subsequently herein-before recited, or some of them, have from Time to Time been pulled down, and a Portion of the Site thereof has been appropriated to the Enlargement of the Playgrounds attached to the said School, and, upon other Parts of such Site, Out-offices or other Buildings have been erected for the Purposes of the said School, and thereby the Boundaries and Distinctions of the said several Properties, as the same existed at the Time of the said several recited Conveyances and Assurances, have been in part destroyed: And whereas by an Indenture, bearing Date on or about the Fifteenth Day of *May* One thousand seven hundred and ninety-nine, (and enrolled in Chancery on the Third Day of *October* in the same Year,) and made between *William Brown, Henry Kempson, and Joseph Gibbs*, of the one Part, and the Reverend *William Woodcock, John Ward, Thomas Cooper, Thomas Cheston, John Duperoy, William Selkirk, and John Dadley*, (therein described to be Trustees nominated by the said *William Brown, Henry Kempson, and Joseph Gibbs*, for the due Performance and Execution of the Gift and Disposition therein-after expressed,) of the other Part, it was witnessed, that, in order to contribute to the present as well as future Support of the Blue Coat Charity School in *Saint Philip's Churchyard* in *Birmingham* aforesaid, the said *William Brown, Henry Kempson, and Joseph Gibbs*, (according to their several Estates and Interests therein) granted, bargained, sold, aliened, and confirmed unto the said *William Woodcock, John Ward, Thomas Cooper, Thomas Cheston, John Duperoy, William Selkirk, and John Dadley*, their Heirs and Assigns, all such Part or Share, Parts or Shares, as they the said *William Brown, Henry Kempson, and Joseph Gibbs*, any or either of them, severally had of and in all their any or either of their undivided Moiety, and of and in all or any other the Part or Share, Parts or Shares, which they, any or either of them, severally had (such Share or Interest being or amounting in fact to One undivided Moiety) of, in, and to all that Piece or Parcel of Land or Ground, containing by Estimation Seven Acres or thereabouts, situate and being in the Parish of *Aston* near *Birmingham*, and commonly called or known by the Name of the *Brick-kiln Piece*, theretofore in the Tenure or Occupation of _____, afterwards of *John Rotton* or his Under-tenants, since of _____, and then of *Thomas Barnard*, and of and in all Appurtenances thereto belonging, to hold the same unto and to the Use of the said *William Woodcock, John Ward, Thomas Cooper, Thomas Cheston, John Duperoy, William Selkirk, and John Dadley*, their Heirs and Assigns for ever, subject to a certain Mortgage or Sum of Two hundred and twenty Pounds, due to one *Thomas Colmore*, affecting the Entirety of the said Close of Land, nevertheless upon the Trusts therein-after expressed and declared; that is to say, in trust for and for the present and immediate Benefit of the said Blue Coat Charity School in *Saint Philip's Churchyard* in *Birmingham*, and to be from Time to Time converted, used, applied, and disposed of to and for the Ends, Intents,

Indenture,
dated
15th May
1799.

[Private.]

and Purposes of that Institution, in such Manner as the said Trustees' their Heirs, Assigns, or Successors, or the major Part of them for the Time being, should from Time to Time think most fit and conducive to the Benefit and Advantage of the said Institution; and upon this further Trust, that when or so soon as, by the Death of any or either of them the said Trustees, or by their or any or either of their ceasing to reside within the Parish of *Birmingham* aforesaid, the Number of them residing within the Parish of *Birmingham* should be reduced to Three, then that such Three remaining Trustees, or the Survivors or Survivor of them, or the Heirs of such Survivor, should with all convenient Speed, from Time to Time and as often as the same should so happen, convey and assure the said Part or Share, Parts or Shares, of the said Moiety of the said Land and Premises unto such Seven or more other Persons residing within the Parish of *Birmingham* whom such Three remaining Trustees, or the major Part of them, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, should in that Behalf nominate and appoint, and their Heirs and Assigns, upon the Trusts and to and for the Intents and Purposes therein-before mentioned and expressed of and concerning the same, and so from Time to Time as such Trustees or any succeeding or new Trustees should be reduced to the Number of Three residing in the Parish of *Birmingham* aforesaid, and to or for no other Use, Trust, Intent, or Purpose whatsoever: And whereas by an Indenture, bearing Date on or about the Seventeenth Day of *November* One thousand eight hundred and four, (enrolled in Chancery on the Twenty-first Day of *January* One thousand eight hundred and five,) and made between *Sarah Micdaniel* and *George Micdaniel*, therein respectively described, of the one Part, and the said *William Woodcock*, *John Ward*, *Thomas Cheston*, *John Duperoy*, *William Selkirk*, and *John Dadley*, of the other Part, it was witnessed that the said *Sarah Micdaniel* and *George Micdaniel*, in consideration of the Purchase Money or Sum of Two hundred Pounds paid to them as therein mentioned, did, according to their several Estates, Rights, and Interests, grant, bargain, sell, alien, release, and confirm unto the said *William Woodcock*, *John Ward*, *Thomas Cheston*, *John Duperoy*, *William Selkirk*, and *John Dadley*, their Heirs and Assigns, all that undivided Moiety or Half Part, and all and every or any other Part or Parts, Share or Shares, which they the said *Sarah Micdaniel* and *George Micdaniel*, or either of them, had (being the other undivided Moiety) of, in, and to all that the said Piece or Parcel of Land containing Seven Acres or thereabouts, of which One Moiety was conveyed by the last-recited Indenture of Bargain and Sale, in the now-reciting Indenture described to have been theretofore in the Tenure of *John Rotton*, but then of *William Hare*, and of and in all Ways and Appurtenances, to hold the same unto and to the Use of the said *William Woodcock*, *John Ward*, *Thomas Cheston*, *John Duperoy*, *William Selkirk*, and *John Dadley*, their Heirs and Assigns for ever, subject to the said Mortgage Debt of Two hundred and twenty Pounds due to the said *Thomas Colmore*, nevertheless upon and for the Trusts, Intents, and Purposes therein-after declared, being Trusts in the same Terms as the Trusts declared of the other Moiety in or by the Indenture of the Fifteenth Day of *May* One thousand seven hundred and ninety-nine: And whereas by an Indenture,

Indenture,
dated
17th Nov.
1804.

ture, bearing Date the Sixteenth Day of *April* One thousand eight hundred and six, (enrolled in Chancery the Twenty-eighth Day of *June* in the same Year,) and made between the said *Thomas Colmore* of the First Part, the said *William Woodcock, John Ward, Thomas Cheston, John Duperoy, William Selkirk,* and *John Dadley* of the Second Part, *John Houghton, William Marshall,* and *John Clarke,* of the Third Part, and the Reverend *Charles Curtis,* the Reverend *Spencer Madan,* the Reverend *John Cooke, John Holt, James Osborne,* and *Thomas Freer,* (therein severally described,) of the Fourth Part, after reciting (amongst other things) that the said *Thomas Cooper,* One of the said Trustees, was dead, the said *Thomas Colmore,* in consideration of the said Principal Sum of Two hundred and twenty Pounds, and the Interest due thereon, paid to him as therein mentioned, bargained, sold, and aliened unto the said *John Ward, Thomas Cheston, John Duperoy, William Selkirk,* and *John Dadley, Charles Curtis, Spencer Madan, John Cooke, John Holt, James Osborne,* and *Thomas Freer,* their Heirs and Assigns, and for the Considerations therein mentioned the said *William Woodcock, John Ward, Thomas Cheston, John Duperoy, William Selkirk,* and *John Dadley* severally bargained, sold, aliened, and confirmed unto the said *Charles Curtis, Spencer Madan, John Cooke, John Holt, James Osborne,* and *Thomas Freer,* their Heirs and Assigns, all that the said Close or Parcel of Pasture Ground in the said recited Indentures of the Fifteenth Day of *May* One thousand seven hundred and ninety-nine and the Seventeenth Day of *November* One thousand eight hundred and four described, and all Ways and Appurtenances thereto belonging, to hold the same unto the said *Charles Curtis, Spencer Madan, John Cooke, John Holt, James Osborne,* and *Thomas Freer,* their Heirs and Assigns, to the only proper Use and Behoof of them the said *John Ward, Thomas Cheston, John Duperoy, William Selkirk, John Dadley, Charles Curtis, Spencer Madan, John Cooke, John Holt, James Osborne,* and *Thomas Freer,* their Heirs and Assigns for ever, upon the several Trusts, Ends, Intents, and Purposes therein-after mentioned, expressed, and declared of and concerning the same; (that is to say,) upon trust to and for the then present and immediate Benefit of the Blue Coat Charity School in *Saint Philip's* Churchyard in *Birmingham* aforesaid, and that the Rents and Profits thereof should be from Time to Time for ever converted, used, applied, and disposed of, to and for the Ends, Intents, and Purposes of that Institution, in such Manner as they the said *John Ward, Thomas Cheston, John Duperoy, William Selkirk, John Dadley, Charles Curtis, Spencer Madan, John Cooke, John Holt, James Osborne,* and *Thomas Freer,* or the Survivors or Survivor of them, or his Heirs, or their and his Successors, or the major Part of them, for the Time being, should from Time to Time think most fit and conducive to the Benefit and Advantage of the said Institution; and upon further Trust, that when and so soon as by the Death of any or either of them the said *John Ward, Thomas Cheston, John Duperoy, William Selkirk, John Dadley, Charles Curtis, Spencer Madan, John Cooke, John Holt, James Osborne,* and *Thomas Freer,* or by their or any of their ceasing to reside within the Parish of *Birmingham* aforesaid, the Number of them residing within such Parish should be reduced to Three, then that such Three remaining Trustees,
or

Indenture,
dated
16th April
1806.

or the Survivors or Survivor of them, or the Heirs of such Survivor, should with all convenient Speed, from Time to Time and so often as the same should happen, convey and assure the said Piece or Parcel of Land or Ground, Hereditaments and Premises, thereby bargained and sold, or intended so to be, unto such Seven or more other Persons, Members of the Church of *England*, residing within the Parish of *Birmingham*, whom such Three remaining Trustees, or the major Part of them, or the Survivors or Survivor of them, or the Heirs of such Survivor, should in that Behalf nominate and appoint, and to their Heirs and Assigns, to the Use of such remaining or surviving Trustees or Trustee, and of such new or other Trustees so to be nominated and appointed as aforesaid, and of their Heirs and Assigns, upon such and the same Trusts, and to and for such and the same Intents and Purposes, as were therein-before or therein-after limited, expressed, and declared of and concerning the same, and so from Time to Time as and when such Trustees or any succeeding or new Trustees should be reduced to the Number of Three by either of the Means aforesaid, in which Appointment of new Trustees at any and all Times thereafter to take place as aforesaid the Rectors for the Time being of the Churches of *Saint Martin* and *Saint Philip*, and the Chief Master of the Free Grammar School of King *Edward* the Sixth in *Birmingham* aforesaid, should always be included, and should be considered as and continue Trustees after such Appointment, notwithstanding their or either of their Removal out of the said Parish of *Birmingham*, unless they or either of them should vacate their or his Appointment as Rectors or Rector or Chief Master respectively, in which Case, immediately after such Vacation, they, either or any of them, should cease to be Trustees for the Purposes thereof: And whereas by an Indenture, bearing Date on or about the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, (and enrolled in Chancery on the Twenty-ninth Day of *October* in the same Year,) and made between the said *William Selkirk*, *Spencer Madan*, *John Cooke*, and *John Holt*, (the then Survivors of the said Trustees,) of the one Part, and the said *Thomas Moseley*, *Laurence Gardner*, *Thomas Mole*, *Samuel Bodell*, *Humphrey Pountney*, *Samuel Willis*, *Thomas Paine*, *William Henry Osborn*, *Richard Roberts*, *William Bowes Dadley*, and *John Linwood*, of the other Part, it was witnessed that the said *William Selkirk*, *Spencer Madan*, *John Cooke*, and *John Holt*, in exercise and execution of the Trusts and Powers vested in them as surviving Trustees as aforesaid, bargained, sold, released, and confirmed unto the said *Thomas Moseley*, *Laurence Gardner*, *Thomas Mole*, *Samuel Bodell*, *Humphrey Pountney*, *Samuel Willis*, *Thomas Paine*, *William Henry Osborn*, *Richard Roberts*, *William Bowes Dadley*, and *John Linwood*, their Heirs and Assigns, all that the said Close, Piece, or Parcel of Land herein-before described, and comprised in the said recited Indenture of the Sixteenth Day of *April* One thousand eight hundred and six, and which was then held by various Persons under and by virtue of a certain Lease thereof to *James Rickards*, therein mentioned, to hold the same (subject to the said Lease) unto the said *Thomas Moseley*, *Laurence Gardner*, *Thomas Mole*, *Samuel Bodell*, *Humphrey Pountney*, *Samuel Willis*, *Thomas Paine*, *William Henry Osborn*, *Richard Roberts*, *William Bowes Dadley*, and *John Linwood*, their Heirs and Assigns, to the Use
and

Indenture,
dated
21st July
1829.

and Behoof of them the said *William Sellcirk, Spencer Madan, John Cooke, John Holt, Thomas Moseley, Laurence Gardner, Thomas Mole, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Richard Roberts, William Bowes Dadley, and John Linwood*, their Heirs and Assigns for ever, nevertheless to, for, and upon the several Trusts, Ends, Intents, and Purposes therein-after mentioned, expressed, and declared of and concerning the same, being to the same Purport or Effect as the Trusts and Purposes declared in and by the said recited Indenture of the Sixteenth Day of *April* One thousand eight hundred and six: And whereas by an Indenture, dated on or about the Thirtieth Day of *August* One thousand eight hundred and eleven, and made between *John Ryland Wire-drawer, John Towers Lawrence, Timothy Smith, Samuel Ryland Wire drawer, Samuel Ryland Gentleman, Samuel Rodgers, Mark Sanders, Thomas Lakin Hawkes, Samuel Smith, John Ryland Plater, William Phipson, William Congreve Russell, Harry Hunt, Joseph Phipson, and George Eyre Lee*, (surviving Feoffees of certain Messuages, Lands, Tenements, and Hereditaments for charitable Uses commonly called *Lench's Charity*,) of the one Part, and *John Jukes* of *Birmingham* aforesaid, Plater, of the other Part, the said Parties thereto of the First Part, in consideration of the Rents, Covenants, and Agreements therein-after reserved and contained, on the Part of the said *John Jukes* to be paid and performed, demised and leased unto the said *John Jukes*, his Executors, Administrators, and Assigns, all those Three Closes or Pieces of Land theretofore in One Close, and called *Callow Close* or *Callow Field*, situate, lying, and being in *Bordesley* in the Parish of *Aston* near *Birmingham* aforesaid, formerly in the Tenure of *Joan Smith* Widow, and afterwards of *Ambrose Foxall*, and afterwards in the Occupation of *Thomas Hidson* Gardener, and then of the said *John Jukes*, together with the Hovel then standing thereon, and which said Closes or Pieces of Land adjoined on the one Side thereof to Land then late of *Ambrose Foxall*, and then of _____, and at the one End thereof to the Land late of *Peter Baylis*, afterwards of his Daughter *Sarah Baylis*, then of _____, a Lane there leading from *Duddeston* towards *Camp Hill*, called *Watery Lane*, and another Lane leading from *Duddeston Bridge* towards *Yardley*, on, at, or near all, some, or most Parts thereof, and which said Closes or Pieces of Land and Premises, for the better Description thereof, were delineated and set forth in a Plan thereof drawn upon the Back of the now-reciting Indenture, together with all Ways and Appurtenances thereto belonging, to hold the same unto the said *John Jukes*, his Executors, Administrators, and Assigns, from the Twenty-fourth Day of *June* then last, for the Term of Ninety-nine Years, at the yearly Rent, during the first Ten Years of the said Term, of One hundred and ten Pounds Three Shillings and Sixpence, and the yearly Rent, during the Remainder of the said Term, of One hundred and thirty-seven Pounds Fourteen Shillings and Four-pence, free from Deductions, to be paid half-yearly on the Twenty-fifth Day of *December* and the Twenty-fourth Day of *June* in each Year, and subject to the Proviso, Covenants, and Conditions therein contained on the Part of the Lessee or Assignee of the Premises to be observed and performed: And whereas by an Indenture, dated on or about the Twenty-fifth Day of *March* One thousand eight hundred and twenty-

Indenture,
dated
30th Aug.
1811.

Indenture,
dated
25th March
1823.

[Private.]

three, and made between *Thomas Mole* of the First Part, *Edward Jukes* of *Birmingham* aforesaid, Auctioneer, (Administrator of the Personal Estate of the said *John Jukes* deceased,) of the Second Part, and the said *Laurence Gardner, Charles Curtis, Thomas Mole, Joseph Lycett, Thomas Welch, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, Thomas Power, William Henry Osborn, and Richard Roberts*, (Subscribers to and Governors of the said *Birmingham Blue Coat Charity School*,) of the Third Part, for the Considerations therein mentioned, the said *Thomas Mole* and *Edward Jukes* assigned and set over unto the said Parties thereto of the Third Part, their Executors, Administrators, and Assigns, all and singular the said several Closes, Pieces, or Parcels of Land or Ground mentioned and described in and by the said recited Indenture of Lease of the Thirtieth Day of *August* One thousand eight hundred and eleven, also all Messuages and Buildings erected and built thereon, and the several Ground Rents arising therefrom, amounting in the whole to the yearly Sum of One hundred and thirty Pounds Nineteen Shillings and Three-pence Halfpenny, together with all Appurtenances thereto belonging, to hold the same unto the said *Laurence Gardner, Charles Curtis, Thomas Mole, Joseph Lycett, Thomas Welch, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, Thomas Power, William Henry Osborn, and Richard Roberts*, their Executors, Administrators, and Assigns, from the Twenty-fourth Day of *June* then last, for the Residue of the said Term of Ninety-nine Years granted therein as aforesaid, subject nevertheless to certain Leases granted of Parts thereof by the said *John Jukes*, and also subject to the said Rent, and the Covenants contained in the said recited Lease, nevertheless to, for, and upon the several Trusts, Ends, Intents, and Purposes therein-after mentioned, expressed, and declared of and concerning the same; (that is to say,) upon trust to and for the present and immediate Benefit of the said Blue Coat Charity School situate in *Saint Philip's Churchyard* in *Birmingham* aforesaid, and that the Rents and Profits thereof be from Time to Time, for and during the Residue of the said Term of Ninety-nine Years, converted, used, applied, and disposed of, to and for the Ends, Intents, and Purposes of that Institution, in such Manner as they the said *Laurence Gardner, Charles Curtis, Thomas Mole, Joseph Lycett, Thomas Welch, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, Thomas Power, William Henry Osborn, and Richard Roberts*, or the Survivors or Survivor of them, his Executors or Administrators, or their or his Assigns, or the major Part of them, for the Time being, should from Time to Time think most fit and conducive to the Benefit and Advantage of the said Institution according to the Rules for the Government thereof to be from Time to Time made and ordained; and upon this further Trust, that when and so soon as by the Death of any or either of them the said *Laurence Gardner, Charles Curtis, Thomas Mole, Joseph Lycett, Thomas Welch, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, Thomas Power, William Henry Osborn, and Richard Roberts*, or by their or any of their ceasing to reside within the Parish of *Birmingham* aforesaid, the Number of them residing within such Parish should be reduced to Three, then that such Three remaining Trustees, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should with all convenient Speed, from

from Time to Time, and as often during the Residue of the said Term of Ninety-nine Years as the same should happen, assign and transfer the said Closes or Pieces of Land, Messuages, Buildings, and Premises thereby assigned or intended so to be, unto such Nine or more other Persons, Members of the Church of *England*, residing within the Parish of *Birmingham* aforesaid, whom such Three remaining Trustees or the major Part of them, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should in that Behalf nominate and appoint, and to their Executors, Administrators, and Assigns, to the Use of such remaining or surviving Trustees or Trustee, and of such new or other Trustees so to be nominated and appointed as aforesaid, and of their Executors, Administrators, and Assigns, upon such and the same Trusts, and to and for such and the same Intents and Purposes, as were therein-before or therein-after limited, expressed, and declared of and concerning the same, and so from Time to Time as and when such Trustees or any succeeding or new Trustees should be reduced to the Number of Three by either of the Means aforesaid, in which Appointment of new Trustees at any and all Times thereafter to take place as aforesaid the Rectors for the Time being of the Churches of *Saint Martin* and *Saint Philip* in *Birmingham* aforesaid should always be included, and should be considered as and continue Trustees after such Appointment, notwithstanding their or either of their Removal out of the Parish of *Birmingham* aforesaid, unless they or either of them should vacate their or his Appointment as Rectors or Rector respectively, in which Case immediately after such Vacation they or either of them should cease to be Trustees for the Purposes thereof: And whereas by an Indenture, bearing Date on or about the Twenty-sixth Day of *April* One thousand eight hundred and twenty-four, and enrolled in Chancery on the Fourth Day of *October* in the same Year, and made between *Charles Lloyd, Samuel Lloyd, David Lloyd, and Joseph Foster*, of the First Part, *John Scandrett Harford* and *Louisa* his Wife, *Abraham Gray Harford Battersby, Charles Gray Harford, Alfred Harford, and William Henry Harford*, of the Second Part, *Thomas Jones* of the City of *Bristol*, Gentleman, of the Third Part, and the said *Laurence Gardner, Charles Curtis, Thomas Mole, Joseph Lycett, Thomas Welch, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, Thomas Power, William Henry Osborn, and Richard Roberts*, all then of *Birmingham* aforesaid, and Subscribers to and Governors of the said *Birmingham* Blue Coat Charity School, of the Fourth Part, after reciting an Indenture, dated on or about the First Day of *May* One thousand seven hundred and ninety, made between *Sampson Lloyd* of *Birmingham*, Banker, *Edward Harford* of the City of *Bristol*, Esquire, and *John Scandrett Harford* of the same City, Esquire, (Son of the said *Edward Harford*,) of the one Part; and *John Smith* of *Birmingham* aforesaid, Tailor, of the other Part, whereby a Piece of Land, being Part of One of Five Closes of Land called *Fearney Fields*, situate in the Parish of *Saint Martin* in *Birmingham* aforesaid, fronting the Turnpike Road from *Birmingham* to *Wolverhampton*, and containing Seven hundred and fifty square Yards or thereabouts, was demised to the said *John Smith*, his Executors, Administrators, and Assigns, for the Term of One hundred and twenty Years, at certain Rents amounting to the annual Sum of

Indenture,
dated
26th April
1824.

Recites an
Indenture,
dated
1st May
1790.

Four

Recites
another
Indenture
dated
1st May
1790;

also another
Indenture
of the same
Date.

Recites an
Indenture,
dated
1st May
1791.

Recites an
Indenture,
dated
1st May
1792.

Recites
another
Indenture
of the same
Date.

Four Pounds Thirteen Shillings and Nine-pence, and under the Covenants therein contained; and also reciting another Indenture, dated the same First Day of *May* One thousand seven hundred and ninety, and made between the said *Sampson Lloyd, Edward Harford,* and *John Scandrett Harford,* of the one Part, and the said *John Smith* of the other Part, whereby a Piece or Parcel of Land (other Part of the said Closes of Land called *Fearney Fields*) situate in the Parish of *Saint Martin* in *Birmingham* aforesaid, fronting to the said Turnpike Road, and containing Five hundred and fifty square Yards or thereabouts, was demised unto the said *John Smith,* his Executors, Administrators, and Assigns, from the Twenty-fifth Day of *March* then last past, for the Term of One hundred and twenty Years, at certain Rents, amounting to the annual Sum of Three Pounds Eight Shillings and Nine-pence, and under certain Covenants therein contained; and reciting another Indenture, dated on or about the same First Day of *May* One thousand seven hundred and ninety, made between the said *Sampson Lloyd, Edward Harford,* and *John Scandrett Harford,* of the one Part, and *William Pursall* of *Birmingham,* Engraver, of the other Part, whereby all that Piece of Land or Ground (other Part of *Fearney Fields* aforesaid) situate in the Parish of *Saint Martin* in *Birmingham* aforesaid, and fronting to the said Turnpike Road, and containing One thousand five hundred and fifty square Yards or thereabouts, was demised unto the said *William Pursall,* his Executors, Administrators, and Assigns, for the Term of One hundred and twenty Years, at certain Rents, amounting to the yearly Sum of Nine Pounds Thirteen Shillings and Nine-pence, and under the Covenants therein contained; and also reciting an Indenture, dated on or about the First Day of *May* One thousand seven hundred and ninety-one, made between the said *Sampson Lloyd, Edward Harford,* and *John Scandrett Harford,* of the one Part, and *Joseph Taylor* of *Birmingham,* Carpenter, of the other Part, whereby a Piece of Land (other Part of *Fearney Fields* aforesaid) situate in the Parish of *Saint Martin* in *Birmingham* aforesaid, fronting at one End thereof to the said Turnpike Road, and containing Eight hundred square Yards or thereabouts, was demised unto the said *Joseph Taylor,* his Executors, Administrators, and Assigns, for the Term of One hundred and nineteen Years, at certain Rents, amounting to the annual Sum of Five Pounds, and under the Covenants therein contained; and reciting an Indenture, dated on or about the First Day of *May* One thousand seven hundred and ninety-two, made between the said *Sampson Lloyd, Edward Harford,* and *John Scandrett Harford,* of the one Part, and *Richard Hickman* of *Birmingham,* Wood Turner, of the other Part, whereby a Piece or Parcel of Land (being also Part of *Fearney Fields* aforesaid) situate in the Parish of *Saint Martin* in *Birmingham* aforesaid, fronting to the said Turnpike Road, and containing One thousand four hundred square Yards or thereabouts, was demised unto the said *Richard Hickman,* his Executors, Administrators, and Assigns, for the Term of One hundred and seventeen Years, at certain Rents, amounting to the annual Sum of Eight Pounds Fifteen Shillings, and under certain Covenants therein contained; and reciting an Indenture, dated on or about the same First Day of *May* One thousand seven hundred and ninety-two, and made between the said *Sampson Lloyd, Edward Harford,* and *John Scandrett Harford,* of the

the one Part, and *Thomas Onion* of *Birmingham*, Wood Turner, of the other Part, whereby a Piece or Parcel of Land (Part also of *Fearney Fields* aforesaid) situate in the Parish of *Saint Martin* in *Birmingham* aforesaid, fronting and adjoining to the said Turnpike Road, and containing Three hundred and twenty-five square Yards or thereabouts, was demised unto the said *Thomas Onion*, his Executors, Administrators, and Assigns, for the Term of One hundred and seventeen Years, at certain Rents, amounting to the annual Sum of Two Pounds and Seven-pence Halfpenny, and under the Covenants therein contained; and also reciting an Indenture, dated the First Day of *May* One thousand seven hundred and ninety-four, and made between the same Lessors of the one Part, and *John Getliffe* of *Birmingham* aforesaid, Baker, of the other Part, whereby a Piece or Parcel of Land (also Part of *Fearney Fields* aforesaid) situate in the Parish of *Saint Martin* in *Birmingham* aforesaid, fronting to *Barr Street*, and containing Seven hundred and eighty square Yards or thereabouts, was demised unto the said *John Getliffe*, his Executors, Administrators, and Assigns, for the Term of One hundred and Sixteen Years, at certain Rents, amounting to the annual Sum of Four Pounds Seventeen Shillings and Sixpence, and under the Covenants therein contained; and also reciting an Indenture, dated on or about the First Day of *August* One thousand seven hundred and ninety-six, and made between the said *Sampson Lloyd*, *Edward Harford*, and *John Scandrett Harford*, of the one Part, and *Daniel Sanders* of *Birmingham*, Farmer, of the other Part, whereby a Piece or Parcel of Land (being also Part of *Fearney Fields* aforesaid) situate in the Parish of *Saint Martin* in *Birmingham* aforesaid, fronting to the said Turnpike Road, and containing Five hundred and fifty square Yards or thereabouts, was demised unto the said *Daniel Sanders*, his Executors, Administrators, and Assigns, from the Twenty-fifth Day of *March* then last, for the Term of One hundred and fourteen Years, at certain Rents, amounting to the annual Sum of Three Pounds Eight Shillings and Nine-pence, and under the Covenants therein contained; and also reciting an Indenture, dated on or about the First Day of *May* One thousand eight hundred and six, and made between the said *Sampson Lloyd*, *Edward Harford*, and *John Scandrett Harford*, of the one Part, and *Thomas Fletcher* of *Birmingham*, Japanner, of the other Part, whereby a Piece or Parcel of Land, situate in the said Parish of *Saint Martin* in *Birmingham*, and fronting to *Great Hampton Street*, and containing One thousand one hundred and sixty square Yards, was demised unto the said *Thomas Fletcher*, his Executors, Administrators, and Assigns, for the Term of One hundred and four Years, at certain Rents, amounting to the annual Sum of Nine Pounds Thirteen Shillings and Four-pence, and under the Covenants therein contained; it was witnessed that in consideration of the Sum of Six hundred and forty-four Pounds Ten Shillings to the said *Charles Lloyd*, *Samuel Lloyd*, *David Lloyd*, and *Joseph Foster*, and of the further Sum of Six hundred and forty-four Pounds Ten Shillings to the said *John Scandrett Harford*, *Abraham Gray Harford Battersby*, *Charles Gray Harford*, *Alfred Harford*, and *William Henry Harford*, respectively paid by the said Parties thereto of the Fourth Part, they the said *Charles Lloyd*, *Samuel Lloyd*, *David Lloyd*, and *Joseph Foster*, and the said *John Scandrett Harford*,

Recites an Indenture, dated 1st May 1794.

Recites an Indenture, dated 1st Aug. 1796.

Recites an Indenture, dated 1st May 1806.

[Private.]

9 d

Abraham

Abraham Gray Harford Battersby, Charles Gray Harford, Alfred Harford, and William Henry Harford, (according to their Estates and Interests,) granted, bargained, sold, aliened, and confirmed unto the said Parties thereto of the Fourth Part, their Heirs and Assigns, all those the said Pieces or Parcels of Land or Ground mentioned and described in and by the said several therein-recited Indentures of Lease, and thereby respectively demised to the said *John Smith, William Pursall, Joseph Taylor, Richard Hickman, Thomas Onion, John Gettliffe, Daniel Sanders, and Thomas Fletcher* as aforesaid, and all Messuages and Buildings erected and built thereon, and the said several Ground Rents arising therefrom, amounting in the whole to the annual Sum of Fifty-one Pounds Eleven Shillings and Five-pence Halfpenny, with the Appurtenances thereto belonging, to hold the same unto and to the Use of the said *Laurence Gardner, Charles Curtis, Thomas Mole, Joseph Lycett, Thomas Welch, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, Thomas Power, William Henry Osborn, and Richard Roberts,* their Heirs and Assigns for ever, (subject to the said recited Indentures of Lease,) upon trust to and for the present and immediate Benefit of the Blue Coat Charity School situate in *Saint Philip's Churchyard in Birmingham* aforesaid, and that the Rents and Profits thereof might be from Time to Time converted, used, applied, and disposed of to and for the Ends, Intents, and Purposes of that Institution, in such Manner as they the said *Laurence Gardner, Charles Curtis, Thomas Mole, Joseph Lycett, Thomas Welch, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, Thomas Power, William Henry Osborn, and Richard Roberts,* or the Survivors or Survivor of them, or his Heirs, or their or his Assigns or Successors, or the major Part of them, for the Time being; should from Time to Time think most fit and conducive to the Benefit and Advantage of the said Institution; and upon this further Trust, that when and so soon as by the Death of any or either of them the said *Laurence Gardner, Charles Curtis, Thomas Mole, Joseph Lycett, Thomas Welch, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, Thomas Power, William Henry Osborn, and Richard Roberts,* or by their or any or either of their ceasing to reside within the Parish of *Birmingham* aforesaid, the Number of them residing within such Parish should be reduced to Three, then that such Three remaining Trustees, or the Survivors or Survivor of them, or the Heirs of such Survivor, should with all convenient Speed, from Time to Time and so often as the same should happen, convey and assure the said Pieces of Land, Messuages, Buildings, Ground Rents, and other Hereditaments thereby bargained and sold, unto such Nine or more other Persons, Members of the Church of *England*, residing within the Parish of *Birmingham* aforesaid, whom such Three remaining Trustees, or the major Part of them, or the Survivors or Survivor of them, or the Heirs of such Survivor, should in that Behalf nominate and appoint, and to their Heirs and Assigns, to the Use of such remaining or surviving Trustees or Trustee, and of such new or other Trustees so to be nominated and appointed as aforesaid, and of their Heirs and Assigns, upon such and the same Trusts, and to and for such and the same Intents and Purposes, as were therein-before limited, expressed, and declared of and concerning the same, and so from Time to Time as and when
such

such Trustees or any succeeding or new Trustees should be reduced to the Number of Three by either of the Means aforesaid, in which Appointment of new Trustees at any and all Times thereafter to take place as aforesaid the Rectors for the Time being of the Churches of *Saint Martin* and *Saint Philip* in *Birmingham* aforesaid should always be included, and should be considered as and continue Trustees after such Appointment, notwithstanding their or either of their Removal out of the said Parish of *Birmingham*, unless they or either of them should vacate their or his Appointment as Rectors or Rector respectively, in which Case, immediately after such Vacation, they or either of them should cease to be Trustees for the Purposes thereof:

And whereas by an Indenture, bearing Date on or about the Twentieth Day of *January* One thousand eight hundred and twenty-five, (enrolled in Chancery on the Fourteenth Day of *June* in the same Year,) and made between the said *Charles Lloyd*, *Samuel Lloyd*, *David Lloyd*, and *Joseph Foster*, of the First Part, the said *John Scandrett Harford* and *Louisa* his Wife, *Abraham Gray Harford Battersby*, *Charles Gray Harford*, *Alfred Harford*, and *William Henry Harford*, of the Second Part, the said *Thomas Jones* of the Third Part, and the said *Laurence Gardner*, *Charles Curtis*, *Thomas Mole*, *Joseph Lycett*, *Thomas Welch*, *Samuel Bodell*, *Humphrey Pountney*, *Samuel Willis*, *Thomas Paine*, *Thomas Power*, *William Henry Osborn*, and *Richard Roberts*, of the Fourth Part, it was witnessed, that in consideration of the Sum of Two hundred and ninety-eight Pounds Four Shillings to the said *Charles Lloyd*, *Samuel Lloyd*, *David Lloyd*, and *Joseph Foster*, and the Sum of Two hundred and ninety-eight Pounds Four Shillings to the said *John Scandrett Harford*, *Abraham Gray Harford Battersby*, *Charles Gray Harford*, *Alfred Harford*, and *William Henry Harford*, paid by the said Parties thereto of the Fourth Part, as Governors as aforesaid, they the said *Charles Lloyd*, *Samuel Lloyd*, *David Lloyd*, and *Joseph Foster*, and the said *John Scandrett Harford*, *Abraham Gray Harford Battersby*, *Charles Gray Harford*, *Alfred Harford*, and *William Henry Harford*, did grant, bargain, sell, alien, and confirm unto the said *Laurence Gardner*, *Charles Curtis*, *Thomas Mole*, *Joseph Lycett*, *Thomas Welch*, *Samuel Bodell*, *Humphrey Pountney*, *Samuel Willis*, *Thomas Paine*, *Thomas Power*, *William Henry Osborn*, and *Richard Roberts*, their Heirs and Assigns, all that Piece or Parcel of Land or Ground situate and being in and fronting on the North-east Side thereof to *Smith Street*, and on the South-west Side thereof to *Barr Street*, in *Birmingham* aforesaid, adjoining on the North-west to Land belonging to *Edward Chater*, and on the South-east in part to Land belonging to *John Rawlins*, and in part to Land belonging to *Thomas Harrington*, and which said Piece of Land contained in Breadth towards *Smith Street* aforesaid Forty-four Yards or thereabouts, and in Breadth towards *Barr Street* aforesaid Forty-nine Yards or thereabouts, and contained in Depth on that Side adjoining the Land of the said *Edward Chater* Sixty-three Yards One Foot and Six Inches or thereabouts, and on the other Side, as far as the same adjoined the Land of the said *John Rawlins*, Twenty-eight Yards Two Feet and Three Inches or thereabouts, and for the remaining Part adjoining the Land of the said *Thomas Harrington* Thirty-five Yards or thereabouts, and contained in the whole Two thousand

Indenture,
dated
20th Jan.
1825.

nine

Indenture,
dated
16th May
1795.

nine hundred and eighty-two square Yards or thereabouts, (were the same several Dimensions respectively more or less,) and which said Piece of Land is described to be Part of the said Closes of Land formerly called *Fearney Fields*, and for the greater Certainty of Description thereof a Plan was delineated in the Margin of the now-reciting Indenture, together with all Ways and Appurtenances, to hold the same unto and to the Use of the said *Laurence Gardner, Charles Curtis, Thomas Mole, Joseph Lycett, Thomas Welch, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, Thomas Power, William Henry Osborn, and Richard Roberts*, their Heirs and Assigns for ever, nevertheless to, for, and upon the Trusts, Intents, and Purposes, and with the Powers, therein mentioned, expressed, and declared of and concerning the same, being the same Trusts, Intents, and Purposes, and the same Powers, as are respectively declared and contained by and in the said recited Indenture of the Twenty-sixth Day of *April* One thousand eight hundred and twenty-four of and concerning the Lands and Hereditaments by the same Indenture conveyed: And whereas by an Indenture of Lease, bearing Date the Sixteenth Day of *May* One thousand seven hundred and ninety-five, and made or expressed to be made between the Right Honourable *Other Earl of Plymouth, Christopher Musgrave, Henry Howard, and Edward Bolton Clive*, Esquires, (therein described to be Lords of the Manor of *Birmingham* aforesaid, but which Indenture is executed by the said *Christopher Musgrave* and *Edward Bolton Clive* only,) of the one Part, and *Matthew Boulton* Esquire, *Joseph Gibbs*, and *John Ward*, (therein mentioned to be Three of the Trustees appointed to inspect into the Management and Care of the Blue Coat Charity School erected for the Maintenance and Education of Orphans in the said Manor of *Birmingham*, in trust for the Benefit of the said School, but not otherwise,) of the other Part, in consideration of the Rents, Covenants, and Agreements therein reserved and contained, they the said *Other Earl of Plymouth, Christopher Musgrave, Henry Howard, and Edward Bolton Clive* severally granted and demised unto the said *Matthew Boulton, Joseph Gibbs, and John Ward*, their Heirs, Successors, and Survivors, in trust as aforesaid, but not otherwise, all that Plot or Parcel of Waste Land newly to be inclosed by the said Trustees, with all Buildings thereafter to be erected upon the said Land and Premises, and which said Land abutted or was bounded by all Parts of *Birmingham Heath*, and contained by Estimation Four Acres, situate on *Birmingham Heath* in the Manor of *Birmingham* in the said County of *Warwick*, together with all Ways, Waters, Watercourses, Easements, Commons, Profits, Advantages, and Appurtenances thereto belonging or in anywise appertaining, (except all Quarries and Mines whatsoever, with Liberty for the Lessors to get the same, as therein mentioned,) to hold the same (except as aforesaid) unto the said *Matthew Boulton, Joseph Gibbs, and John Ward*, their Heirs, Successors, and Survivors, and every of them, in trust as aforesaid, but not otherwise, from the Twenty-fifth Day of *March* then last, for and during the Term of Nine hundred and ninety-nine Years from thence next ensuing, at and under the yearly Rent of One Shilling, payable as therein mentioned: And whereas in and by an Act of Parliament made and passed in the Thirty-eighth Year of the Reign of His Majesty King
George

George the Third, intituled *An Act for dividing, allotting, and inclosing the several Commons and Waste Lands lying within the Manor and Parish of Birmingham in the County of Warwick*, reciting (amongst other things) that the said *Other Earl of Plymouth, Christopher Musgrave, Henry Howard, and Edward Bolton Clive* had demised unto certain of the Trustees or Governors of the said Blue Coat Charity School a certain Piece of Land, Part of the said Heath called *Birmingham Heath*, therein mentioned to contain in the whole about Four Acres, to hold to them the said Trustees for a long Term of Years, it was enacted, that the Commissioners for dividing, allotting, and inclosing the said Commons and Waste Lands should and they were thereby required to set out, allot, and appoint unto and for the Trustees or Governors, and their Successors for the Time being, of the said School called the Blue Coat Charity School, for ever thereafter, the said therein and herein-before described Piece of Land, for the Uses, Trusts, Intents, and Purposes of the said Blue Coat Charity School, according to the Terms of the then present Lease: And whereas in and by a Deed Poll or Award, bearing Date the Twenty-seventh Day of *May* One thousand eight hundred and two, under the Hands and Seals of the Commissioners appointed by the said Act of Parliament, the said Commissioners, in obedience to the said Act, did thereby award, set out, allot, and appoint to the Trustees or Governors, and their Successors for the Time being, of the School adjoining to *Saint Philip's Churchyard* in *Birmingham* aforesaid, called or known by the Name of the Blue Coat Charity School, One Piece, Plot, or Parcel of Land, containing Four Acres Three Roods and Nine Perches or thereabouts, marked on the Plan of the said Commissioners annexed to the said Award 160, and bounded on the North by the Lodge Road there (marked on the said Plan D), on the East by *Little Hockley Pool*, and on all other Parts by an Allotment therein-after made to *Sir Thomas Gooch*, marked on the said Plan 159, as the same was then, and had been for some Time past, fenced and occupied by the said Trustees of the Blue Coat Charity School, for the Use of the said Charity, subject to the above-mentioned Lease; and the said Commissioners did thereby order and direct, that the Mounds and Fences for inclosing the said Allotment on all Sides and Parts thereof should for ever thereafter be kept in repair by and at the Expence of the said Trustees, and the Owners or Occupiers of the said Allotment for the Time being: And whereas by Indentures of Lease and Release, bearing Date on or about the Fourth and Fifth Days of *June* One thousand eight hundred and seventeen, and made between the said *Joseph Gibbs* and *John Ward* of the one Part, and the said Reverend *Charles Curtis*, the Reverend *Edmund Outram* Doctor in Divinity, Rector of the Parish of *Saint Philip* in *Birmingham* aforesaid, *William Hamper, James Woolley, John Holt, Joseph Lycett, Thomas Parkes, Philip Meller Twells* (therein called *Philip Twells*), *John Smallwood, John Cope* the younger, and *Thomas Freer*, of the other Part, after reciting (amongst other things) that the said *Matthew Boulton* had departed this Life (which Event in fact took place in the Month of *August* One thousand eight hundred and nine, as appears by the Registry of Burials of the Parish of *Handsworth* in the County of *Stafford*), by means whereof the Freehold of the said Piece or Parcel of Land was then become wholly vested in the said *Joseph Gibbs* and

38 G.3. c.54.

Indentures
of 4th and
5th June
1817:
Appoint-
ment of
new Trus-
tees of the
said Land at
Birmingham
Heath.

[Private.]

9 e

John

John Ward upon the Trusts aforesaid, and that they were desirous to convey the said Hereditaments to the said *Charles Curtis* and others, as new Trustees, it was witnessed, that, for the nominal Consideration therein mentioned, they the said *Joseph Gibbs* and *John Ward* granted, released, and confirmed unto the said *Charles Curtis*, *Edmund Outram*, *William Hamper*, *James Woolley*, *John Holt*, *Joseph Lycett*, *Thomas Parkes*, *Philip Meller Twells*, *John Smallwood*, *John Cope*, and *Thomas Freer*, their Heirs and Assigns, all that the said Piece or Parcel of Land in and by the said recited Indenture of Lease demised. to the said *Matthew Boulton*, *Joseph Gibbs*, and *John Ward*, and confirmed and allotted by the said Act of Parliament and Award as aforesaid, containing by Admeasurement Four Acres Three Roods and Nine Perches or thereabouts (more or less), and then divided into Gardens, and in the Tenure or Occupation of the said Trustees, for the Use of the said Charity School, and of *Edward Barford* and his Under-tenants, with the Appurtenances thereunto belonging, to hold the same unto the said *Charles Curtis*, *Edmund Outram*, *William Hamper*, *James Woolley*, *John Holt*, *Joseph Lycett*, *Thomas Parkes*, *Philip Meller Twells*, *John Smallwood*, *John Cope*, and *Thomas Freer*, their Heirs and Assigns, to the Use of the said *Joseph Gibbs*, *John Ward*, *Charles Curtis*, *Edmund Outram*, *William Hamper*, *James Woolley*, *John Holt*, *Joseph Lycett*, *Thomas Parkes*, *Philip Meller Twells*, *John Smallwood*, *John Cope*, and *Thomas Freer*, their Heirs and Assigns for ever, upon trust to and for the then present and immediate Benefit of the said Blue Coat Charity School in *Saint Philip's Churchyard* in *Birmingham* aforesaid, and that the Rents and Profits thereof should be from Time to Time for ever converted, used, applied, and disposed of, to and for the Ends, Intents, and Purposes of that Institution; in such Manner as they the said *Joseph Gibbs*, *John Ward*, *Charles Curtis*, *Edmund Outram*, *William Hamper*, *James Woolley*, *John Holt*, *Joseph Lycett*, *Thomas Parkes*, *Philip Meller Twells*, *John Smallwood*, *John Cope*, and *Thomas Freer*, or the Survivors or Survivor of them, or his Heirs, or the major Part of them, for the Time being, should from Time to Time think most fit and conducive to the Benefit and Advantage of the said Institution; and upon this further Trust, that when and so soon as by the Death of any or either of them the said *Joseph Gibbs*, *John Ward*, *Charles Curtis*, *Edmund Outram*, *William Hamper*, *James Woolley*, *John Holt*, *Joseph Lycett*, *Thomas Parkes*, *Philip Meller Twells*, *John Smallwood*, *John Cope*, and *Thomas Freer*, or by their or any of their ceasing to reside within the Parish of *Birmingham* aforesaid, the Number of them residing within such Parish should be reduced to Three, then that such Three remaining Trustees, or the Survivors or Survivor of them, or the Heirs of such Survivor, should with all convenient Speed, from Time to Time and so often as the same should happen, convey and assure the said Piece or Parcel of Land, Hereditaments, and Premises unto such Eight or more other Persons, Members of the Church of *England*, residing within the Parish of *Birmingham*, whom such Three remaining Trustees or the major Part of them, or the Survivors or Survivor of them, or the Heirs of such Survivor, should in that Behalf nominate and appoint, and to their Heirs and Assigns, to the Use of such remaining or surviving Trustees or Trustee, and of such new or other Trustees so to be

nominated and appointed as aforesaid, and of their Heirs and Assigns, upon such and the same Trusts, and to and for such and the same Intents and Purposes, as were therein-before limited, expressed, and declared of and concerning the same, and so from Time to Time as and when such Trustees should be reduced to the Number of Three by either of the Means aforesaid: And whereas the said *Edmund Outram*, *John Ward*, *Thomas Freer*, *Thomas Parkes*, *Joseph Lycett*, *Charles Curtis*, *John Holt*, *Thomas Mole*, *William Hamper*, *William Selkirk*, *John Cooke*, *James Woolley*, *Spencer Madan*, *Thomas Power* (sometimes called *William Thomas Power*), *Robert Wheeler*, *Richard Roberts*, *William Bowes Dadley*, and *John Linwood*, severally departed this Life at the Periods and were buried at the respective Places following; (that is to say,) the said *Edmund Outram* departed this Life in or about the Month of *February* One thousand eight hundred and twenty-one, and was buried at *Saint Philip's Church* in *Birmingham*; the said *John Ward* departed this Life in or about the Month of *January* One thousand eight hundred and twenty-five, and was buried at *Saint Oswald's* in the City of *Chester*; the said *Thomas Freer* died in or about the Month of *October* One thousand eight hundred and twenty-six, and was buried at *Saint Philip's Church* in *Birmingham*; the said *Thomas Parkes* died in or about the Month of *March* One thousand eight hundred and twenty-seven, and was buried at *Saint Paul's Chapel* in *Birmingham*; the said *Joseph Lycett* died in or about the Month of *November* One thousand eight hundred and twenty-eight, and was buried at *Lichfield*; the said *Charles Curtis* died in or about the Month of *January* One thousand eight hundred and twenty-nine, and was buried at the Parish of *Solihull* in the County of *Warwick*, of which Parish he was Rector; the said *John Holt* died on the Twenty-fourth Day of *June* One thousand eight hundred and thirty, and was buried at *Saint Philip's Church* in *Birmingham* aforesaid; the said *Thomas Mole* died in or about the Month of *January* One thousand eight hundred and thirty-one, and was buried at *Trinity Chapel*, *Bordesley*, in the Parish of *Aston* near *Birmingham*; the said *William Hamper* died in or about the Month of *May* One thousand eight hundred and thirty-one, and was buried at *King's Norton* in the County of *Worcester*; the said *William Selkirk* died in or about the Month of *March* One thousand eight hundred and thirty-two, and was buried at the Cemetery in *Cheltenham*; the said *John Cooke* died in or about the Month of *April* One thousand eight hundred and thirty-four, and was buried at *Saint Philip's Church* in *Birmingham* aforesaid; the said *James Woolley* died in or about the Month of *September* One thousand eight hundred and thirty-five, and was buried at *Christchurch* in *Birmingham*; the said *Spencer Madan* died in or about the Month of *October* One thousand eight hundred and thirty-six, and was buried at *Thorpe Constantine* in the County of *Stafford*; the said *Thomas Power* (sometimes called *William Thomas Power*) died in or about the Month of *October* One thousand eight hundred and thirty-six, and was buried at *Saint Martin's Church* in *Birmingham*; the said *Robert Wheeler* died in or about the Month of *November* One thousand eight hundred and thirty-six, and was buried at *Saint Philip's Church* in *Birmingham*; the said *Richard Roberts* died in or about the Month of *January* One thousand eight hundred and thirty-nine, and was buried

buried at *Handsworth* in the County of *Stafford*; the said *William Bowes Dudley* died in the Month of *November* One thousand eight hundred and thirty-nine, and was buried at *Saint Paul's Chapel* in *Birmingham*; and the said *John Linwood* died in the Month of *August* One thousand eight hundred and forty, and was buried at *Saint Paul's Chapel* in *Birmingham* aforesaid: And whereas in the Year One thousand eight hundred and forty-one Part of the said Charity Estates devised by the said recited Will of the said *Elizabeth White* deceased, and comprised in the secondly-recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, and also Part of the said Estates comprised in the said recited Indentures of the Fifteenth Day of *May* One thousand seven hundred and ninety-nine, the Seventeenth Day of *November* One thousand eight hundred and four, the Sixteenth Day of *April* One thousand eight hundred and six, and the fifthly-recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, and also Part of the said Estates demised by the said recited Indenture of Lease of the Thirtieth Day of *August* One thousand eight hundred and eleven, and comprised in the said recited Indenture of Assignment of the Twenty-fifth Day of *March* One thousand eight hundred and twenty-three, were taken and purchased by the Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation* at or for the Sum of Six thousand two hundred and fifty Pounds: And whereas by a Deed Poll, bearing Date on or about the Eighth Day of *November* One thousand eight hundred and forty-one, under the Hands and Seals of the said *Theodore Price, Joseph Gibbs, Laurence Gardner, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn*, the then surviving Trustees named in the said secondly-recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, they the said last-named Trustees, in consideration of the said Sum of Six thousand two hundred and fifty Pounds for the Purchase of the Fee Simple and Inheritance, free from Incumbrances, of the Hereditaments therein after described and conveyed, (and also for the Purchase of certain other Hereditaments in the Parish of *Aston* near *Birmingham* aforesaid, in the said Deed Poll mentioned,) and also in full Compensation for any Damage which might be done to the other Lands and Hereditaments belonging to the said Trustees, adjoining or lying near to the Line of the Canal therein-after mentioned, in consequence of the same being severed and divided by the Line of the said Canal, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Exchequer, *ex parte* "The Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation*," paid by the said Company of Proprietors, and by virtue of the Powers contained in an Act passed in the Third Year of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act for making and maintaining a navigable Cut or Canal connecting the Warwick and Birmingham Canal with the Birmingham Canal, commencing by a Junction with the Warwick and Birmingham Canal in the Hamlet of Bordesley in the Parish of Aston-juxta-Birmingham in the County of Warwick, and terminating by a Junction with the Birmingham Canal near Salford Bridge in the same Parish*, did convey and release to the said Company, their Suc-

cessors

Deed Poll,
dated
8th Nov.
1841.

cessors and Assigns, all those several Pieces or Parcels of Land or Ground in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick*, being Part of the larger Pieces or Parcels of Land or Ground called by the Names of *Brookhouse Fields* and *Slow's Moor*, distinguished in the Map or Plan and Book of Reference of the said Canal deposited with the Clerk of the Peace of the said County of *Warwick*, and referred to in the said Act, by the Numbers 6, 7, 20, 21, 22, 22^a, 22^b, 22^c, 25, 26, 27, 28, 32, and 38, in the Parish of *Aston-juxta-Birmingham*, which said Pieces or Parcels of Land so thereby conveyed contained together by Admeasurement One Acre Three Roods and Twenty-eight Perches, and were then late in the Occupation of *Thomas Banner*, *Henry Palmer*, and others, and the same were delineated on a Plan drawn in the Margin of the now-reciting Deed Poll, and coloured Green, together with all Rights and Appurtenances thereto belonging, to hold the same (freed from all further Claim for Compensation for any Damage to the other Lands and Hereditaments of the said Trustees in consequence of the same being severed and divided by the Line of the said Canal as aforesaid, and also freed, as therein mentioned, from certain Liabilities to construct any Bridge or Bridges over or across the said Canal, through the Estate of the said Trustees, except Two Bridges agreed to be built by the said Company between the Fields numbered 6 and 7, and in or about the Field numbered 38,) to the said Company of Proprietors, their Successors and Assigns for ever: And whereas by a Deed Poll, also bearing Date on or about the same Eighth Day of *November* One thousand eight hundred and forty-one, under the Hands and Seals of the said *Thomas Moseley*, *Laurence Gardner*, *Samuel Bodell*, *Humphrey Pountney*, *Samuel Willis*, *Thomas Paine*, and *William Henry Osborn*, (the then surviving Trustees named in the said fifthly-recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine,) they the said last-named Trustees, in consideration of the said Sum of Six thousand two hundred and fifty Pounds so paid by the said Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation into the Bank of *England* as herein-before is mentioned, conveyed and released all those several Pieces or Parcels of Land or Ground in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick* (being Part of the said Piece or Parcel of Land or Ground called *Brick-field* or *Brick-kiln Piece*) distinguished on the Map or Plan and Book of Reference of the said Canal deposited with the Clerk of the Peace for the said County of *Warwick*, and referred to in the said Act, by the Numbers 57, 59, 61^a, and 62, in the Parish of *Aston-juxta-Birmingham*, which said Pieces or Parcels of Land so thereby conveyed contained by Admeasurement Two Roods and Thirty-nine Perches or thereabouts, together with all such Estate and Interest as they the said Trustees had in all that other Piece of Land, also Part of *Brick-field* aforesaid, then forming Part of a proposed Street called *Castle Street*, in the same Parish of *Aston*, numbered 60 on the said Plan, and containing One thousand and seventy-eight square Yards or thereabouts, and for the better Description of the said several Pieces of Land thereby conveyed the same were delineated on a Plan drawn in the Margin of the Deed Poll now reciting, together with all Ways and Appurtenances thereunto belonging, unto and to the Use of the said Company, their

Deed Poll,
dated
8th Nov.
1841.

[Private.]

9 f

Successors

Deed Poll,
dated
8th Nov.
1841.

Successors and Assigns for ever, by virtue of and according to the true Intent and Meaning of the said Act: And whereas by a Deed Poll, also bearing Date on or about the same Eighth Day of *November* One thousand eight hundred and forty-one, under the Hands and Seals of the said *Laurence Gardner, Thomas Welch, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn,* (the then surviving Trustees named in the said recited Indenture of the Twenty-fifth Day of *March* One thousand eight hundred and twenty-three,) they the said last-mentioned Parties, in consideration of the said Sum of Six thousand two hundred and fifty Pounds so paid by the Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation* into the Bank of *England*, as herein-before is mentioned, assigned and set over to the said Company of Proprietors, their Successors and Assigns, all those Two Pieces or Parcels of Land situate in the Hamlet of *Bordesley* in the Parish of *Aston* near *Birmingham* aforesaid, and adjoining or lying near to the South Side of a certain new laid out Street called *Dartmouth Street*, and containing together by Admeasurement One Rood and Nineteen Perches or thereabouts, and which are delineated on the Plan drawn in the Margin of the now-reciting Indenture, (and which said Pieces of Land were Parts of the Closes of Land demised by the said Indenture of Lease of the Thirtieth Day of *August* One thousand eight hundred and eleven,) and all Appurtenances thereto belonging; to hold the same unto the said Company of Proprietors, their Successors and Assigns, for the Residue of the said Term of Ninety-nine Years therein: And whereas the said Purchase Money or Sum of Six thousand two hundred and fifty Pounds so paid into the Bank of *England* in the Name of the Accountant General of the High Court of Chancery, “*Ex parte* the Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation*,” was, pursuant to an Order of the Court of Chancery made on the Petition of the said *Theodore Price, Joseph Gibbs, Laurence Gardner, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn,* the Survivors of the said Trustees, invested, on the Fourteenth Day of *January* One thousand eight hundred and forty-two, in the Purchase of Six thousand nine hundred and fifty-four Pounds Two Shillings and One Penny Stock in the Three *per Centum* Reduced Annuities, and transferred to the said Accountant General, in trust to attend the Orders of the said Court, “*Ex parte* the Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation*,” and the Dividends upon such Stock have been from Time to Time received by the surviving Trustees, and applied (with the Rents of the other Part of the said Trust Estate) for the Purposes of the said School: And whereas the said *Joseph Gibbs* departed this Life on or about the Sixth Day of *April* One thousand eight hundred and forty-four, and was buried at *Saint Paul’s Chapel* in *Birmingham*: And whereas by an Indenture, bearing Date on or about the Eighth Day of *April* One thousand eight hundred and forty-four, and made between the said Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation* of the one Part, and the said *Thomas Moseley, Laurence Gardner, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn,* the then surviving Trustees named in the said fifthly-recited Indenture of the

Indenture,
dated
8th April
1844.

Twenty-first Day of *July* One thousand eight hundred and twenty-nine, of the other Part, (and enrolled in Chancery the Twenty-second Day of *April* One thousand eight hundred and forty-four,) for the Considerations therein expressed, the said Company of Proprietors granted and conveyed unto the said *Thomas Moseley, Laurence Gardner, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine,* and *William Henry Osborn,* their Heirs and Assigns, all that Piece of Land situate and being on the North Side of *New Dartmouth Street* in the Parish of *Aston* aforesaid, containing by Admeasurement Two hundred and fifty-two square Yards or thereabouts, and immediately adjoining other Lands of the said Trustees, called *Brick-field,* and which Piece of Land thereby conveyed was described to be Part of a larger Piece of Land, distinguished in the Map or Plan and Book of Reference of the said Canal deposited with the Clerk of the Peace for the County of *Warwick,* and referred to in the said Act, by the Number 80, and was further described by the Plan drawn in the Margin of the now-reciting Indenture, to hold the same unto and to the Use of the said *Thomas Moseley, Laurence Gardner, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine,* and *William Henry Osborn,* their Heirs and Assigns for ever, upon and for the Trusts and Purposes therein declared, being the same Trusts and Purposes declared and contained by and in the said fifthly-recited Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine of and concerning the said Close of Land called *Brick-field* as aforesaid: And whereas by an Indenture of Appointment and Release, bearing Date the Twenty-fifth Day of *March* One thousand eight hundred and forty-four, (and enrolled in the High Court of Chancery the Twenty-sixth Day of *March* One thousand eight hundred and forty-four,) and made between *Ebenezer Robins* and *Cornelius Robins* of *Birmingham,* Auctioneers and Surveyors, of the First Part, and the said *Thomas Moseley, Laurence Gardner, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine,* and *William Henry Osborn,* of the Second Part, the said *Ebenezer Robins* and *Cornelius Robins* appointed and conveyed in manner therein mentioned a certain Strip of Land running along the North Side of the Continuation of *New Dartmouth Street* in the Parish of *Aston* aforesaid, and adjoining to the Lands of the said Parties thereto, of the Second Part, called *Brick-field,* and containing One hundred and ten square Yards or thereabouts, as the same was delineated and described in, upon, or by the Plan drawn in the Margin of the now-reciting Indenture, unto and to the Use of the said *Thomas Moseley, Laurence Gardner, Samuel Bodell, Humphrey Pountney, Samuel Willis, Thomas Paine,* and *William Henry Osborn,* their Heirs and Assigns for ever, upon such and the same Trusts, and with, under, and subject to such and the same Powers and Provisoos, as were declared concerning the said Piece of Land called *Brick-field* by the said recited Indenture of the Sixteenth Day of *April* One thousand eight hundred and six: And whereas the said *Laurence Gardner* and *Samuel Bodell* severally departed this Life at the Periods and were buried at the respective Places following; (that is to say,) the said *Laurence Gardner* died in the Month of *July* One thousand eight hundred and forty-four, and was buried at *Clive Chapel* in the County of *Salop*; and the said *Samuel Bodell* died on or about the

Indenture,
dated
25th March
1844.

Sixteenth

Petition of
C. Tindal and
J. Belliss to
the Court of
Chancery,
dated
5th Nov.
1844.

Sixteenth Day of *February* One thousand eight hundred and forty-five, and was buried at the Parish of *Saint Martin* in *Birmingham*: And whereas *Charles Tindal* of *Birmingham* aforesaid, Esquire, and *John Belliss* of the same Place, Draper, in pursuance of the Provisions of an Act of Parliament passed in the Fifty-second Year of the Reign of His Majesty King *George* the Third, intituled *An Act to furnish a summary Remedy in Cases of Abuses of Trusts created for charitable Purposes*, did, on or about the Fifth Day of *November* One thousand eight hundred and forty-four, prefer their Petition unto the Right Honourable the Lord High Chancellor of *Great Britain*, setting forth the several Indentures, Instruments, and Facts herein-before recited, and also setting forth that the Stocks or Funds belonging to the said School consisted of Six thousand nine hundred and fifty-four Pounds Two Shillings and One Penny Three Pounds *per Centum* Reduced Bank Annuities standing in the Name of the Accountant General of the Court of Chancery, Four hundred Pounds Three Pounds *per Centum* Consolidated Bank Annuities standing in the Names of *Matthias Attwood* and *Henry Spooner*, Six hundred Pounds Three Pounds *per Centum* Consolidated Bank Annuities in the Names of *Matthias Attwood*, *Isaac Spooner*, and *Samuel Horton*, Eight hundred and forty Pounds Three and a Quarter *per Centum* Bank Annuities in the Names of *Matthias Attwood*, *Isaac Spooner*, and *Samuel Horton*, Five hundred Pounds Three and a Quarter *per Centum* Bank Annuities in the Names of *Matthias Attwood*, *Isaac Spooner*, and *Samuel Horton*; and One thousand four hundred Pounds *New South Sea* Annuities standing in the Names of *Matthias Attwood*, *Isaac Spooner*, and *Samuel Horton*, that the said School was also entitled to certain other yearly Sums arising from Benefactions made at various Times for the Benefit thereof; and also setting forth, that the said School was commonly called or known by the Name of the *Blue Coat* Charity School in *Birmingham*, and that the same had been and was supported by means of the Rents and Profits of the Estates mentioned and comprised in the said several Indentures, and the Dividends and annual Produce of the said Stocks or Funds, and the said other yearly Sums; and by means of voluntary Contributions, and that the same had been and was governed, and the Affairs thereof managed, according to certain general Rules from Time to Time made at Meetings of the said Subscribers for the Government of the said School; and further stating, that at a Special General Meeting of the said Subscribers held on the Sixth of *June* One thousand eight hundred and forty-three certain general Rules for the Government of the said School were agreed to and adopted, and that the same were then in force, and the said School was governed, and the Affairs thereof managed, in pursuance of such Rules, by a Committee of Twenty-five Persons chosen from among the Subscribers to the said School; and further stating, that it was advisable that such Rules should be confirmed by the said Court, subject to such Alterations therein (if any) as the said Court should think fit; and further stating, that it was necessary that new Trustees should be appointed of the Estates of the said School, and that in many Cases, under the Circumstances therein-before stated, the Powers of appointing new Trustees contained in the several Indentures could not be exercised, and new Trustees could not be appointed, except under

under the Order of the said Court; and further stating, that it was advisable that all the Estates of the said School should be permanently vested in one and the same Body of Trustees, and that for that Purpose the Qualification of Trustees, and the Circumstances under which they should become disqualified, should be the same with respect to all the said Estates, and that the Powers of appointing new Trustees should be the same with respect to all the said Trust Estates; and further stating, that it had been found inconvenient that Residence within the Town or within the Parish of *Birmingham* should be a Qualification of the Trustees of the said Estates, and that it was advisable that Persons residing within a reasonable Distance of *Birmingham* should be sufficiently qualified to be chosen or to remain Trustees of the said Estates; and further stating, that it was advisable that new Trustees should also be appointed of the said Stocks or Funds; and further stating, that it was advisable that the Trusts on which all the said Estates and the said Stocks or Funds were held should be consolidated and made uniform, and that a Scheme for that Purpose should be settled by the said Court; and further stating, that it was advisable that Part of the said Estates should be let on Building Leases; and further stating, that it might be necessary, for certain of the Purposes therein mentioned, that an Act of Parliament should be obtained; the said Petitioners did therefore humbly pray that such Reference as therein-after was mentioned might be made to one of the Masters of the said Court: And whereas by an Order of his Honour the Vice-Chancellor of *England* made in the Matter of the said Petition on the Fifteenth Day of *November* One thousand eight hundred and forty-four, it was ordered, that it be referred to the Master of the said Court in rotation to inquire and state to the Court who were the Survivors of the Trustees named in the Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine in the said Petition first stated, and who were the Survivors of the Trustees named in the Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine in the said Petition secondly mentioned, and who were the Survivors of the Trustees named in the Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine in the said Petition thirdly stated, and who were the Survivors of the Trustees named in the Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine in the said Petition fourthly stated, and who were the Survivors of the Trustees named in the said Indenture of the Twenty-fifth Day of *July* One thousand eight hundred and twenty-nine, and who were the Survivors of the Trustees named in the said Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine in the said Petition fifthly stated, and who were the Survivors of the Trustees named in the said Indenture of the Twenty-fifth Day of *March* One thousand eight hundred and twenty-three, and who were the Survivors of the Trustees named in the said Indentures of the Twenty-sixth Day of *April* One thousand eight hundred and twenty-four and the Twentieth Day of *January* One thousand eight hundred and twenty-five, and who were the Survivors of the Trustees named in the said Indenture of the Fifth Day of *June* One thousand eight hundred and seventeen, and in case the said Master should find that all such

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surviving

Order of
Reference to
the Master,
15th Nov.
1844.

surviving Trustees had been served with or had appeared by Counsel on the hearing of the said Petition, then the said Master was to approve of proper Persons to be appointed Trustees of all the Estates of the said School, to the Intent that all such Estates might be and remain vested in the same Trustees, the Number of such Persons, and their Qualification with reference to the Place of their Residence, to be in the Discretion of the said Master; and it was ordered, that the said Master should approve of proper Persons to be appointed Trustees of all the Monies, Funds, and Securities of the said School, the Number of such Persons to be in the Discretion of the said Master; and it was ordered, that the said Master should be at liberty, if he should think fit, to approve, as Trustees for the respective Purposes aforesaid, any of the then present Trustees of the said Estates; and it was ordered, that the said Master should inquire and state to the Court what Estates, Monies, and Premises were belonging to the said School; and it was ordered, that the said Master should approve of a Scheme for the Appointment of new Trustees of the said Estates, Monies, and Premises, from Time to Time thereafter as Occasion should require; and it was ordered, that the said Master should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the said School, that the Trusts on which the said Estates, Monies, and Premises were held should be consolidated into One Trust, and made uniform with respect to all such Estates, Monies, and Premises, and in case the said Master should be of opinion that the same would be fit and proper, and for the Benefit of the said School, then it was ordered, that the said Master should approve of a Scheme for the Administration and Management of such Estates and Premises, to the Intent that the same might be consolidated and made uniform; and it was ordered, that the said Master should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the said School, that any and what Part of the said Estates should be let on Building Leases for long Terms of Years, and in case the said Master should be of opinion that the same would be fit and proper, and for the Benefit of the said School, then the said Master was to approve of a Scheme accordingly; and it was ordered, that the said Master should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the said School, that the Rules for the Government of the said School, agreed to at the Meeting held on the Sixth Day of *June* One thousand eight hundred and forty-three, in the said Petition mentioned, as the same were so agreed to, or with any and what Alterations therein, should be confirmed; and it was ordered, that the said Master should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the said School, that an Act of Parliament should be obtained for effecting the Purposes aforesaid, or any and which of them, or any other and what Purposes, and the said Master was to be at liberty to state special Circumstances, and after the said Master should have made his Report such further Order should be made as should be just: And whereas Sir *Giffin Wilson*, the Master to whom the said Matter was referred, made his Report in Writing, bearing Date the Twelfth Day of *April* One thousand eight hundred and forty-five, whereby, after stating the several Matters referred to him by the said recited Order of the Fifteenth Day of *November*.

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Report of
the Master,
12th April
1845.

One thousand eight hundred and forty-four, and finding, upon such Evidence as in the said Report mentioned, the Deaths of several of the Trustees of the said Charity Estates and Property at the Times herein-before mentioned, he found that the said *Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn* were then the Survivors of the Trustees named in the said Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, in the said Petition first stated; that the said *Theodore Price, Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn* were then the Survivors of the Trustees named in the said Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, in the said Petition secondly stated; that the said *Theodore Price, Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn* were the Survivors of the Trustees named in the Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, in the said Petition thirdly stated; that the said *Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn* were the Survivors of the Trustees named in the Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, in the said Petition fourthly stated; that the said *Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn* were the Survivors of the Trustees named in the said Indenture of the Twenty-fifth Day of *July* One thousand eight hundred and twenty-nine, in the said Petition stated; that the said *Thomas Moseley, Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn* were the Survivors of the Trustees named in the Indenture of the Twenty-first Day of *July* One thousand eight hundred and twenty-nine, in the said Petition fifthly stated; that the said *Thomas Welch, Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn* were the Survivors of the Trustees named in the said Indenture of the Twenty-fifth Day of *March* One thousand eight hundred and twenty-three, in the said Petition stated; that the said *Thomas Welch, Humphrey Pountney, Samuel Willis, Thomas Paine, and William Henry Osborn* were the Survivors of the Trustees named in the said Indentures of the Twenty-sixth Day of *April* One thousand eight hundred and twenty-four, and the Twentieth Day of *January* One thousand eight hundred and twenty five, in the said Petition respectively stated; that the said *Philip Meller Twells, John Smallwood, and John Cope* were the Survivors of the Trustees named in the Indenture of the Fifth Day of *June* One thousand eight hundred and seventeen, in the said Petition stated; and as to the Estates, Monies, and Premises then belonging to the said Blue Coat Charity School, the said Master found, upon the Evidence in his said Report mentioned, that the said Estates consisted of the Messuage or Tenement and Buildings upon which the said School was then carried on, situate in *Saint Philip's Churchyard in Birmingham* aforesaid, such Buildings being used as the Residences of the Master of the said School, the Matron and Governess thereof, and the Assistant Teachers therein, and the Schoolroom, Hall, Refectory, and Dormitories for the Boys and Girls educated in such School, and of several Messuages, Farms, Lands, Hereditaments, and Premises situate in the Liberty of *Bordesley* in the Parish of *Aston* in the County of *Warwick*, and in the said

said Parish of *Aston* and in the Parish of *Birmingham*, and of several Stocks and Funds in Bank Three Pounds *per Centum* Annuities, Three Pounds *per Centum* Reduced Annuities, New Three Pounds Five Shillings *per Centum* Reduced Annuities, and *South Sea* Annuities, and Sums of Money due to the said Blue Coat Charity School, and secured by Mortgage, and of several small Gifts and Donations and annual Payments to and for the Benefit of the said Charity; and he had, in the Schedule to that his Report annexed, set forth a Statement in detail of the said several Messuages, Lands, Hereditaments, and Premises, Stocks, Funds, and Securities, and other Particulars, so as aforesaid constituting the Property and Effects of the said Blue Coat Charity School, and, as to the said Hereditaments and Premises, therein showing the annual Rents at which the same were let, and the Names of the Tenants in whose Occupation the same were, with the Extent and Nature of the Holding, and, as to the said Stocks, Funds, and Securities, showing the Amount and Particulars thereof, with the Persons in whose Names the same were then standing; and after stating that the several Persons whom he stated to be then the Trustees of the said Blue Coat Charity School, having all appeared by Counsel upon the hearing of the said Petition, he had, as the said Order of Reference in that Case directed, proceeded to the Consideration of proper Persons to be appointed Trustees of the said Estates, Monies, Stocks, Funds, and Securities belonging to the said Blue Coat Charity School, and of a Scheme for the Appointment of new Trustees for the future; and for that Purpose a State of Facts and Proposal on the Part of the Petitioners, brought into his Office on the Fifteenth Day of *March* One thousand eight hundred and forty-five, had been laid before him, together with the several Deeds and Documents therein stated or referred to, and in support thereof the Affidavit of the said Petitioner *Charles Tindal*, who resided at *Birmingham*, and was the then present Chairman of the Committee of Management of the said Blue Coat Charity School, sworn in those Matters on the Fifteenth Day of *March* One thousand eight hundred and forty-five, which he had perused and considered; and he found, from what was deposed to in the said Affidavit, that the Objects and Purposes of the said School called the Blue Coat Charity School were the maintaining, educating, and clothing of poor Boys and Girls whose Parents were Members of the Established Church, had been lawfully married, and were Parishioners of *Birmingham*, and that all the Children admitted to the Benefits thereof should be taught Reading, Writing, and Arithmetic, and be instructed in the Knowledge of the Christian Religion as professed in the Established Church of *England*, and that in addition the Girls should receive Instruction in Knitting and Sewing and the Performance of Household Work, the Master, the Matron and Governess, and Assistant Teachers, resided and were maintained in the School; and the said *Charles Tindal*, in the Affidavit sworn by him, deposed that the Ages of the Children received and educated and the Period of their remaining in the said School were as follow, (that was to say,) Boys from the Age of Nine to the full Age of Fourteen Years, and Girls from the Age of Nine to the full Age of Fifteen Years; that the Number of Boys at the then present Time admitted to the Benefit of the said Institution was One hundred and twenty-one, and the Number of Girls was Sixty-one, making a

Total of One hundred and eighty-two Children; and he further deposed that the said School was supported and carried on by means of the Rents and Profits of the Estates therein-before mentioned, and the Dividends and annual Proceeds of the Stocks and Funds, Mortgages, and miscellaneous yearly Sums therein-before referred to, and also by means of voluntary Contributions from annual Subscribers, averaging between Eight hundred and Nine hundred, and also by means of Legacies and Donations to the said Charity of less Amount than Fifty Pounds (all Legacies and Donations amounting to Fifty Pounds or upwards being invested in Government Securities, pursuant to the general Rules and Regulations for the Government of the said School), and also by means of Collections after Sermons preached periodically in aid of the said Charity at *Saint Philip's Church*, and certain other Churches and Chapels in *Birmingham*; and he further deposed, that the average annual Income arising from such Sources was Two thousand four hundred and fourteen Pounds or thereabouts, and that the said School and the Affairs thereof had been and were managed by a Committee of Twenty-five Persons chosen from among the Subscribers at a Meeting held annually on a fixed Day, namely, *Friday* in the *Easter Week*, and according to the said general Rules and Regulations for the Government of the said School; and the said Petitioners, in the State of Facts and Proposal laid before him on their Behalf, stated that it was desirable that there should be Thirteen Trustees of the Estates of the said School, and that their Qualification with respect to Residence should be that they should be resident in the Parish of *Birmingham* or within Five Miles thereof; and they proposed that the said *Thomas Moseley*, who was the Rector of the Parish Church of *Saint Martin* in *Birmingham*, *John Cope*, *Philip Meller Twells*, and *William Henry Osborn*, and the Honourable and Reverend *Grantham Munton Yorke*, Rector of the Parish Church of *Saint Philip* in *Birmingham*, *John Boulton* of *Birmingham* aforesaid, Draper, *John Belliss* of *Birmingham* aforesaid, Draper, *John Aston* of *Birmingham* aforesaid, Button-maker, *John Brearley Payn* of *Birmingham* aforesaid, Maltster, *Morris Banks* of *Birmingham* aforesaid, Chemist, *Edward Armfield* of *Birmingham* aforesaid, Button-maker, *John Holt* of *Birmingham* aforesaid, Brush-maker, and *Samuel Vincent Horton* of *Birmingham* aforesaid, Silver-smith, (all of whom were resident within the Parish of *Birmingham* aforesaid, or within Five Miles thereof,) and which said *Thomas Moseley*, *John Cope*, *Philip Meller Twells*, and *William Henry Osborn* were Four of the then present Trustees of the said Charity School, should be appointed Trustees of all the Estates of the said School; and the said Petitioner *Charles Tindal* in the said Affidavit deposed to his Knowledge of and Acquaintance with the said *Thomas Moseley*, *John Cope*, *Philip Meller Twells*, *William Henry Osborn*, *Grantham Munton Yorke*, *John Boulton*, *John Belliss*, *John Aston*, *John Brearley Payn*, *Morris Banks*, *Edward Armfield*, *John Holt*, and *Samuel Vincent Horton*, and to their being fit and proper Persons to be appointed such Trustees; and the said Petitioners stated that it was desirable there should be Four Trustees of the Stocks, Funds, and Securities of the said Charity School, and they proposed that the said *Thomas Moseley*, *Grantham Munton Yorke*, *John Cope*, and *Philip Meller Twells* should be appointed such last-mentioned Trustees; and

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upon

upon Consideration of such State of Facts and Proposal on the Part of the Petitioners, and of what was deposed to in the Affidavit of the said *Charles Tindal*, the said Master approved the same, and was of opinion that the said *Thomas Moseley, John Cope, Philip Meller Twells, William Henry Osborn*, the Honourable and Reverend *Grantham Muntun Yorke, John Boulton, John Belliss, John Aston, John Brearley Payn, Morris Banks, Edward Armfield, John Holt*, and *Samuel Vincent Horton* were proper Persons to be appointed Trustees of the Messuages, Lands, Tenements, Hereditaments, and Premises; Stocks, Funds, Securities, and other Particulars, so as aforesaid constituting the Trust Estate of the said Blue Coat Charity School, and that the said *Thomas Moseley, Grantham Muntun Yorke, John Cope*, and *Philip Meller Twells* were proper Persons in whose Names the Stocks and Funds standing in the Books of the Governor and Company of the Bank of *England*, and the said *South Sea Annuities*, then forming Part of the said Trust Estate, and the Monies, Funds, and Securities, also forming Part of the said Trust Estate, should be invested; and as to the Appointment of Trustees of the said Estates and Premises, Monies, Stocks, Funds, and Securities, for the Time to come, he had settled and did approve of the following Scheme as being a proper Scheme for that Purpose; that is to say,

“ That the Qualification of the Persons to be appointed such new Trustees shall be, that they shall be Members of the Protestant Church of *England* as by Law established, Subscribers to the said School of the Sum of One Guinea yearly at the least, or Donors to the said School at One Time of Twenty Pounds or upwards :

“ That they be resident within the Parish of *Birmingham*, or within Five Miles thereof, and that the Rector for the Time being of the Parish Church of *Saint Martin* in *Birmingham*, and the Rector for the Time being of the Parish Church of *Saint Philip* in *Birmingham*, (being such Subscribers or Donors to the said School as aforesaid,) shall always be Two of such new Trustees :

“ That upon any such new Trustees so qualified and appointed (other than the said Rectors respectively for the Time being) going to reside at a greater Distance than Five Miles from the Parish of *Birmingham*, or ceasing to be a Member of the Protestant Church of *England* as by Law established, or ceasing to be an annual Subscriber to the said School of the Sum of One Guinea or upwards, (and not having been a Donor of Twenty Pounds or upwards at any One Time,) or becoming bankrupt or insolvent, or the Rectors of the said Churches, or either of them, ceasing to be such Rectors or Rector, or ceasing to be an annual Subscriber to the said School of the Sum of One Guinea or upwards, (and not having been a Donor of Twenty Pounds or upwards at any One Time,) shall immediately cease to be such Trustee :

“ That if at any Time any or either of them the said *Thomas Moseley, Grantham Muntun Yorke, John Cope, Philip Meller Twells, William Henry Osborn, John Boulton, John Belliss, John Aston, John Brearley Payn, Morris Banks, Edward Armfield, John Holt*, and *Samuel Vincent Horton*, or any Trustee or Trustees

Trustees hereafter to be appointed, shall desire to retire from the said Trusteeship, or if by Death, or other such Disqualification as aforesaid, the Number of the Trustees of the Estates, Monies, Stocks, Funds, and Securities of the said School shall be reduced to Three, or the Number of the Trustees in whose Names the Monies, Funds, and Securities of the said School shall be invested shall be reduced to Two, or sooner, if from any Cause it should appear to the Committee of Management of the said School for the Time being to be desirable, then and in every such Case the Committee of Management of the said School shall appoint such a Number of Persons, duly qualified as aforesaid, to be new Trustees in the Place or Stead of such Trustees or Trustee so desiring to retire, or in the Place or Stead of such disqualified Trustees or Trustee as, with the continuing Trustees or Trustee of the Estates, Monies, Stocks, Funds, and Securities of the said School, shall make up the Number Thirteen, and also out of the general Body of such Trustees to nominate One or more to be the Trustee or Trustees in whose Names the Monies, Funds, and Securities of the said School shall be invested, so as always to keep up the Number of Trustees in whose Names the Monies, Funds, and Securities shall be so vested to Four, or if there shall be no such continuing Trustee then to appoint Thirteen new Trustees of the said Estates, Monies, Stocks, Funds, and Securities, and to nominate from the general Body of such Trustees Four Trustees, in whose Names the Monies, Funds, and Securities shall from Time to Time be invested, and that thereupon all necessary Deeds shall be executed, Transfers made, and Acts done, at the Expence, Costs, and Charges of the said Trust Estate, for vesting the said Estates, Monies, Funds, and Securities respectively in such new Trustees or Trustee, jointly with the continuing Trustees or Trustee, or solely in such new Trustees, as the Case may require :”

And as to the Propriety of consolidating the Trusts on which the said Estates and Premises, Monies, Stocks, Funds, and Securities, were held, and the Reference to him on that Head in the said Order contained, the State of Facts and Proposal so laid before him on the Part of the Petitioners, and brought into his Office on the Fifteenth Day of *March* One thousand eight hundred and forty-five, and before referred to, contained a Statement of the several Deeds and Documents under and by virtue of which the said Blue Coat Charity School was originally founded and endowed and had since been supported, and of the Trusts, Objects, and Purposes declared concerning the Estates and Premises then constituting the Trust Funds thereof, which he had perused and considered, but which he had not considered it necessary there to set forth ; and upon Consideration of such several Deeds and Documents, and of the said State of Facts and Proposal, the said Master was of opinion that it was fit and proper, and for the Benefit of the said School, that the Trusts on which the said Estates and Premises, Monies, Stocks, Funds, and Securities, were held, should be consolidated into One Trust, and made uniform with respect to all such Estates and Premises, Monies, Stocks, Funds, and Securities ; and he had settled and did approve of a Scheme for the Administration and Management of such Estates and Premises,
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Monies, Stocks, Funds, and Securities, to the Intent that the same might be consolidated and made uniform, which Scheme, he was of opinion, was fit and proper, and for the Benefit of the said School, and ought to be adopted, such Scheme being as follows; (that is to say,)

- “ 1.—That the said Estates shall be under the Control of the Committee of Management chosen and appointed in pursuance of the Rules herein-after mentioned :
- “ 2.—That the said Committee shall elect some fit and proper Person, not being one of their own Number, to be Receiver of the Rents and Profits of the Estates and Property consisting of Tenements and Lands, or such Portions of the said Rents and Profits as shall not be usually paid directly into the Hands of the said Committee or their Bankers, and that such Receiver shall give sufficient Security for duly accounting for and paying the Monies which may come to his Hands, and for the faithful Discharge and Performance of his Duty; and such Receiver shall be remunerated for his Trouble by the Committee out of the Rents and Profits of the said Estates, provided that such Remuneration do not exceed Five Pounds *per Centum* upon the Amount of the Sums received by him :
- “ 3.—That the Receiver for the Time being shall keep a regular Account of his Receipts and Expenditure in respect of the said Estates, and such Accounts shall be made up and audited by the Committee quarterly in every Year :
- “ 4.—That the said Committee shall set apart in the School-house and Building proper Rooms and Apartments for the Use and Occupation of the Master of the said School, the Matron and Governess thereof, and the Assistant Teachers or other Officers therein, and alter any Part or Parts of the Messuages and Buildings contiguous to the School, and which are at present let for any Purposes connected with the said School :
- “ 5.—That the granting of all Leases, the doing of all Repairs, and all Acts of Management of the said Estates, shall be exclusively under the Control of the said Committee; and the Trustees or Trustee for the Time being of the said Estates, and of any Property held by any Trustee or Trustees as Mortgagees for the said School, shall do all necessary Acts and execute all necessary Deeds for carrying into effect the several Matters directed by the said Committee :
- “ 6.—That no Member of the said Committee, or any Trustee of the said Estates, shall at any Time, either directly or indirectly, accept a Lease of or hold or occupy any Part of the Property belonging to the said School, for his own Benefit, or for the Benefit of any other Person or Persons :
- “ 7.—That the Committee shall have Power to make Rules and Ordinances for the Purchase of Books for a Library for the Use of the said School, and for establishing a System of Rewards for deserving Boys and Girls in or quitting the School, under such Regulations as they shall from Time to Time prescribe :
- “ 8.—That the said Committee shall cause a regular Account to be kept of the Receipts and Disbursements in respect of the said School; and the Accounts for each Year ending the Thirty-first of *December* shall be made up and balanced on or before the

the Thirty-first Day of *January* in each Year, and regular Vouchers for the Expenditure shall be carefully preserved among the Documents belonging to the said Committee, and laid before the Auditors to be appointed pursuant to the Rules herein-after mentioned :

- “ 9.—That if, after paying the current Expences of every Year, and providing for the Expences consequent on the Admission of a greater Number of Children in any succeeding Year, there shall remain in the Hands or Power of the said Committee any Surplus of the Rents and Profits of the said Estates, or the Income or Money belonging to the said School, to the Amount of Fifty Pounds or upwards, the said Committee shall cause the same to be invested in the Purchase of Exchequer Bills, or in the Purchase of some of the Public Stocks or Funds, in the Names of the Trustees for the Time being of the Stocks or Funds of the said School, and the same shall be thereupon applicable to the same Purposes as the Stocks or Funds now belonging to the said School :
- “ 10.—That the Trustees or Trustee for the Time being of the Stocks or Funds of the said School shall give a Power of Attorney to the Bankers for the Time being of the said School, appointed under the Rules herein-after mentioned, or their *London* Agents, to receive the Dividends or annual Income of such Stocks or Funds as the same shall become due, to the Intent that the same shall be at the Disposal of the said Committee for the Purposes of the said School, in like Manner as the Rents and other Income thereof :
- “ 11.—That the Dividends or Income to become due upon or in respect of the Sum of Six thousand nine hundred and fifty-four Pounds Two Shillings and One Penny Three Pounds *per Centum* Reduced Annuities, standing in the Name of the Accountant General of the High Court of Chancery, “*Ex parte* the Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation,” shall, so long as the same shall remain so invested, be received by the Bankers for the Time being of the said School, appointed as aforesaid, as the same shall become due, to the Intent that the same shall be at the Disposal of the said Committee for the Purposes of the said School, in like Manner as the Rents of the said Estates and other Income thereof :
- “ 12.—That the Dividends and Income of all Benefactions to the said School, or of the Stocks, Funds, or Securities in or upon which the same shall be invested, pursuant to the Rules herein-after mentioned, shall be received as the same shall become due by the said Bankers for the Time being of the said School, and be disposed of by the said Committee in like Manner for the Purposes of the said School :
- “ 13.—That if at any Time hereafter it shall appear to the Committee for the Time being that it will be advantageous to and for the Benefit of the said School that the said Stocks or Funds now belonging to the said School, or any future Stocks or Funds to belong thereto, or any Part thereof, should be realized or converted into Money, and that the Produce thereof should be invested in the Purchase of Freehold or Copyhold Estates, the
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said Committee shall have full Power and Authority to cause the same Stocks or Funds, or any Part or Parts thereof, to be sold, and the Produce thereof to be invested in such Manner as aforesaid, so as that the legal Estate in the Estates so to be purchased be conveyed to and vested in the Trustees for the Time being of the Estates belonging to the said School; and the said Trustees of the said Stocks or Funds shall, for the Purpose aforesaid, cause the same, or such Part or Parts thereof as the said Committee shall direct, to be sold, and shall pay the Produce thereof to the said Committee, or as the said Committee shall direct :

“ 14.—That the Rents, Profits, and Income of the Estates, Monies, Stocks, and Funds belonging to the said School, and the Subscriptions collected, and the Amount of Donations received, and which are not, according to the Rules herein-after mentioned, to be invested as aforesaid, and all other Monies and Income which shall come to the Hands of the said Committee for or on account of the said School, shall from Time to Time be expended by the said Committee in manner herein-after mentioned; that is to say, in the Payment of the Ground Rents chargeable on the Leasehold Portions of the said Estates, in Repairs and general Management of the said Estates, and in insuring the Buildings thereon against Loss by Fire, in Payment of the Expences of maintaining, clothing, and educating the Children admitted into the said School, the Salaries of the Master, the Matron and Governess, the Assistant Teachers, or other Officers and Servants therein, and the general Government, Conduct, and Management thereof :

“ 15.—That, subject to this Scheme, and the general Rules and Orders herein-after mentioned, with such Alteration therein or Additions thereto as may from Time to Time be made according to the said Rules, the entire Management and Conduct of the said Institution, and the Estates, Funds, and Property thereof, of every Description, and the Application thereof, and the Number of Children to be from Time to Time received and educated in the said School, and the System of Education of such Children, shall be in the entire and absolute Control and Direction of the said Committee :

“ 16.—That whenever the Committee is mentioned in this Scheme, the Decision of the major Part of those present at any Meeting is to be understood; and in case of an Equality of Votes, including the Vote of the Chairman, the Chairman shall have the decisive or casting Vote :

“ 17.—The Trustees of the Estates, Monies, Funds, and Securities of the said School shall be answerable only for such Monies as shall actually come to their Hands, and shall not be answerable for the signing Receipts for the Sake of Conformity, nor for any involuntary Loss, nor the one for the other of them, and they shall be indemnified and reimbursed their Costs and Expences in discharging the Trusts to be reposed in them :”

And touching the Appointment of new Trustees of the said Blue Coat Charity School a State of Facts on the Part of the said Petitioners had been laid before him, which, agreeably to the Liberty given to

him by the said Order of Reference to state special Circumstances, he had entertained; and after stating the said recited Indenture of Bargain and Sale of the Fifteenth Day of *May* One thousand seven hundred and ninety-nine, and the said Indenture of Bargain and Sale of the Seventeenth Day of *November* One thousand eight hundred and four, and the said recited Indenture of Bargain and Sale of the Sixteenth Day of *April* One thousand eight hundred and six, and that the said Petitioners, by way of special Circumstances, stated, that the Provision in the said last-mentioned Indenture contained, that the Chief Master of the said Free Grammar School of King *Edward* the Sixth in *Birmingham* should always be included in every Appointment of new Trustees, and should be considered as and continue a Trustee after such Appointment, notwithstanding his Removal out of the said Parish of *Birmingham* aforesaid, unless he should vacate his Appointment as Chief Master, was altogether unauthorized by the Trusts so as aforesaid originally declared of the said Hereditaments and Premises, the said Master found that the said *John Cooke* died in the Year One thousand eight hundred and thirty-four; and the Petitioners submitted, by way of special Circumstances, that the Chief Master of the said Free Grammar School of King *Edward* the Sixth in *Birmingham* aforesaid ought not to be appointed a Trustee of that Portion of the Estates of the said Blue Coat Charity School comprised in the said lastly therein-before stated Indenture of Bargain and Sale, or any other Portion of the Estates of the said Blue Coat Charity School, and that no Provision ought to be inserted in any Appointment of new Trustees of the said Estates, or any Part thereof, that the said Chief Master should be appointed a Trustee; and upon Consideration of such State of Facts, and of the several Deeds and other Instruments therein-before stated in reference to the said special Circumstances, the said Master was of opinion, that the Introduction into the said Indenture of Appointment of new Trustees of a Clause to the Effect that the Chief Master of King *Edward's* Grammar School should by virtue of his Office be a Trustee of the said Blue Coat Charity School was not in conformity with the original Trusts of the before-mentioned Indentures of the Fifteenth Day of *May* One thousand seven hundred and ninety-nine and Seventeenth Day of *November* One thousand eight hundred and four, and was not justified by the Trusts under which the particular Portions of the Trust Estates comprised in those Deeds, or any other of the Trust Estates, were holden, and that the said Chief Master had no Right or Claim to be or act as a Trustee of the said Blue Coat Charity School without special Nomination and Appointment under the Power for the Appointment of Trustees therein-after mentioned; and as to the Direction in the said Order of Reference, that the said Master should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the said Blue Coat School, that the Rules for the Government of the said School agreed to at the Meeting held on the Sixth Day of *June* One thousand eight hundred and forty-three, as the same were so agreed to, or with any and what Alterations therein, should be confirmed, the said Master found that a General Meeting of the Subscribers to the said School was held on the Sixth Day of *June* One thousand eight hundred and forty-three, at which certain general Rules and Regulations for the Government
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of the said School were agreed to and adopted, and which Rules and Regulations he found had since been and were then in force, and the Affairs of the said School had been managed in accordance therewith; and the said Master found, that since the Adoption of such Rules and Regulations it had been considered expedient to the good Government of the said School that one other Regulation regarding the Mode of voting by the Subscribers at Meetings should be adopted, and the Rules and Regulations so agreed upon, and the Regulation subsequently considered as proper to be adopted, had been laid before him for his Consideration; and the said *Charles Tindal*, in the Affidavit sworn by him, before referred to, deposed that the said Rules and Regulations are still in force, and that the Affairs of the said School had been since managed in accordance therewith, and that, in his Judgment, as the Chairman of the Committee of Management of the said School, such Rules and Regulations should be confirmed; and upon Consideration of the said Rules and Regulations, and it appearing to him (the said Master) that the same were well adapted to the Purposes of the said School, and suitable for the Management of the Affairs thereof, he approved of the same, and was of opinion that it was fit and proper, and for the Benefit of the said School, that the said Rules and Regulations for the Government of the said School, agreed to at the said Meeting held on the Sixth Day of *June* One thousand eight hundred and forty-three, as the same were so agreed to, as well as the said subsequent Regulation, should be confirmed; and such Rules and Regulations were as follow; *videlicet*,

“GENERAL RULES.

“ That the Bishop of the Diocese for the Time being be requested to be the Patron of the Institution.

“ Rule 1.—That the Committee for managing this Institution shall consist of Twenty-five Subscribers of One Guinea each or upwards, who shall be Members of the Church of *England*; and that the Rectors of *Saint Martin's* and *Saint Philip's* shall always be Members: That at the next General Meeting of the Subscribers for electing a Committee Eighteen of the present Members shall retire; that a similar Number shall retire from the Committee in every subsequent Year (the Members retiring being, however, always eligible for Re-election); and that at the last Committee Meeting immediately previous to every annual General Meeting the Committee themselves shall determine which Members are to remain, according to the following Provisions; *videlicet*, One Member shall be selected from each of the Five Sub-Committees herein-after mentioned; that such Members to be so retained shall have attended at least One Third of the Meetings of the General Committee, and also of the Sub-Committee to which they respectively belong:

“ Rule 2.—That a General Meeting of the Subscribers shall be held on the *Friday* in *Easter Week* in every Year, Twenty-one Days Notice having been previously given; that on the Day of such Meeting Two or more Lists of the Members of the Committee for the preceding Year shall be fixed up in conspicuous Parts of the Room where the Meeting is held, noting the
Number

Number of Times each Member has attended the Meetings of the General and Sub-Committees, and distinguishing the Five Members who are selected by the Committee to remain in Office; that to each of the Subscribers present a Card or Piece of Paper shall be given, on which he may write the Names of so many Persons as may be required to fill up the Committee, and that each Subscriber do sign his List; that these Papers or Cards shall be deposited in a Box provided for that Purpose, and shall be examined by Scrutineers to be appointed by the Chairman, and the Persons who are found to have the greatest Number of Votes shall be considered as duly elected Members of the Committee, Care being taken that no unsigned List be admitted; that if any so elected decline acting, those who shall have the next greatest Number of Votes shall be chosen in their Stead, and in case of an Equality of Votes occasioning a Difficulty it shall be removed by casting Lots; a President for the Year shall also be appointed by the Meeting:

“ Rule 3.—That the Committee at their First Meeting after the annual General Meeting shall elect a Chairman, a Deputy Chairman, and a Banker, for the ensuing Year; that in the Absence of the Chairman and Deputy Chairman at any Meeting the Members present shall be competent to choose a Chairman for the Time being, and if there be an Equality of Votes on any Occasion the Chairman shall have a casting Vote; that if any Vacancy in the Committee occur during the Year the other Members shall have the Power of filling it up:

“ Rule 4.—That an annual public Examination of the Children of the Charity shall be held on the *Wednesday* and *Thursday* in *Easter Week* by Examiners to be appointed by the Committee:

“ Rule 5.—That Meetings of the Committee (of whom not less than Five shall be competent to act) shall be held at the School on the last *Tuesday* of every Month, at Two o’Clock in the Afternoon:

“ Rule 6.—That the Committee shall appoint from their own Body Five Sub-Committees, who shall meet at least once a Fortnight;

- 1st. For providing the various Articles of Food required in the Institution;
- 2d. For inspecting the Clothing and all Matters appertaining to domestic Economy;
- 3d. For superintending the Education of the Children;
- 4th. For managing the Estates and other Trusts;
- 5th. A Finance Committee for superintending the Collection of Subscriptions, of the Rental of the Estates, and Payment of current Expences;

Which Sub-Committees shall enter Minutes of their Proceedings in Books to be kept for that Purpose:

“ Rule 7.—That the Committee shall be limited in their Expenditure to the average yearly Income of the School, unless they be further authorized by a General Meeting of the Subscribers:

“ Rule 8.—That the Sub-Committees at their Meetings shall give Orders in Writing, signed by Two Members, for all Things required for the current Use of the Institution, but that no

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extraordinary Expenditure shall be incurred without the Sanction of the General Committee, and that all Articles shall be purchased from Subscribers, when that can be done without Prejudice to the Charity; provided always, that no Article of current Consumption be furnished by any Member of the General Committee:

“ Rule 9.—That all Accounts presented for Payment be laid before the Finance Committee at their Meeting next after the Presentation of the same, and that all Payments shall be made in Cheques upon the Banker, and signed by Three of the Committee:

“ Rule 10.—That the Rents and Income of the Charity shall be demanded as the same shall become due, and that no Person shall be allowed to remain in arrear:

“ Rule 11.—That a general Cash Account of the Concerns of the Institution shall be always kept by the Committee, and open at seasonable Hours to the Inspection of the Subscribers; and that Cash received on account of the Charity shall be immediately deposited in the Bank chosen by the Committee as aforesaid:

“ Rule 12.—That the Writings and Books belonging to the Institution shall be deposited in the Chest secured in the Stone Closet, having Three Locks, with different Wards to each Lock, the Keys of which shall be kept by Three Individuals of the Committee, One of whom shall be the Chairman for the Time being:

“ Rule 13.—That all Legacies and Donations made to this Charity which shall amount to Fifty Pounds or upwards shall be forthwith invested in Government or Freehold Securities, and that no Property belonging to the Institution shall be sold, unless by the Authority of a Special Meeting of the Committee called expressly for that Purpose:

“ Rule 14.—That as the Support of the Charity materially depends upon Benefactions, Subscriptions, and voluntary Contributions, it is desirable that Sermons be preached annually in favour of the Institution at each Church and Chapel in *Birmingham*, and that the Rector or Minister thereof be respectfully requested to allow the Use of his Pulpit for that Purpose, and to nominate the Preacher, or permit the Committee to recommend one, subject to his Approbation, and that Collections be then made for the Use of the Charity, under the Direction and Management of Members of the Committee to be appointed for each Occasion:

“ Rule 15.—That there shall be a Charity Box in a conspicuous Part of the School, having Two Locks with different Wards, and a Key to each Lock, one of which shall be kept by the Chairman, and the other by a Member of the Committee, and that the Money shall be taken out at the last Committee Meeting in every Year, and passed to the Account of that Year:

“ Rule 16.—That the Committee shall appoint annually from the Subscribers Persons to collect and solicit Subscriptions, and that the Collection shall, if possible, be completed and the Money paid to the Committee previous to *Easter Monday* in every Year:

“ Rule 17.

“ Rule 17.—That the Admission of Children into the School be conducted by Election, in the following Manner :

1st. That Children be recommended as Candidates for Admission by the Subscribers and Donors to the Charity, each Subscriber being entitled to recommend a Child for every Guinea annually subscribed, and each Benefactor to recommend One for every Donation (at One Time) of Ten Pounds ; that Forms for such Recommendations be obtained at the School, on Application, between the First Day of *January* and the First Day of *February* in every Year ; such Forms, when filled up, to contain the Name and Age of the Child recommended, the Name, Residence, and Occupation of its Parents or Friends, and the Particulars of Qualification herein-after mentioned ; that such Forms of Recommendation be returned to the School on or before the First Day of *February* of every Year :

2. That each Subscriber be entitled to One Vote for every Child to be admitted, for every Guinea annually subscribed, and each Benefactor to One Vote for every Donation (at One Time) of Ten Pounds, but that no Member whose Subscription is in arrear be entitled to vote at any Election for the Admission of Children until such Arrear is paid :

3. That every Candidate for Election shall be examined by the Committee to ascertain his or her Fitness, and that Notices of the Time of such Examination be sent to the Parents or Friends of the Candidates :

4. That at least Twenty-one Days before the annual General Meeting in every Year a printed List of the Candidates eligible for Admission, with their Residences, (stating also the Number of Boys and Girls to be admitted,) be forwarded, together with a Voting Paper, to each Subscriber and Donor entitled to vote, with a Request that such Subscriber or Donor do place a mark against the Names of those Candidates for whom he or she intends to vote, and do sign the same :

5. That these Voting Papers be returned to the Committee on a Day to be fixed for that Purpose, and named on the Papers ; that they be examined by Scrutineers to be appointed by the Committee, and the Result reported at the General Meeting, and in case of an Equality of Votes creating a Difficulty that it be removed by casting Lots :

“ Rule 18.—That, immediately after the Election, Notices be sent to the Parents or Friends of the Children elected, requiring them to appear before the Committee for Admission on such Day as the Committee may appoint ; and in the event of Nonattendance of any Child at the Time appointed (without good and sufficient Reason to the Satisfaction of the Committee) such Child shall be considered to have forfeited his or her Claim to Admission, and the Vacancy or Vacancies so created shall be filled up at the next Meeting of the Committee by the Child or Children having the next greatest Number of Votes :

“ Rule 19.—That those Children only shall be admitted whose Parents are of the Established Church, of which Fact a Certificate from an officiating Clergyman of the Town shall be deemed sufficient Evidence ; that they must be, at the Time of Election,
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at least Nine Years old, and that their Ages must be proved by a Copy of the Register, signed by the Minister or Clerk of the Parish, or by other satisfactory Documents; that a Certificate shall be required of the Marriage of their Parents, and that they must be Parishioners of *Birmingham*; that a Surgeon shall certify the Children not to be subject to Fits, nor afflicted with any Disease of a scrofulous, infectious, or contagious Character; that they shall be deemed by the Committee proper Objects of the Charity; that if after Admission it shall appear that any Disqualification existed previously to it, or that they are subject to any of the above-named Disorders, they may be dismissed by the Committee from the School; and that Two Children belonging to the same Parents shall not be in the School at the same Time, unless the Committee shall judge them to be very great Objects of Charity:

- “ Rule 20.—That the Master, Matron, and Steward of the Institution shall be chosen at a Special Meeting of the Committee, and their Appointment confirmed at the next General Meeting of Subscribers, and that the Committee shall have the Power of discharging them for Misconduct; and that all subordinate Servants of the Institution may be engaged and discharged at the Discretion of the Committee:
- “ Rule 21.—That the Committee shall be empowered to admit into the Institution Children nominated by *Fentham's* Charity, and *Saint David's* Society, at Sums to be fixed by the Committee, to be paid half-yearly or quarterly, as shall be agreed upon:
- “ Rule 22.—That no Boy shall remain in the School after attaining the Age of Fourteen Years, and that no Girl shall remain after attaining the Age of Fifteen Years:
- “ Rule 23.—That the Name, Residence, and Occupation of every Person applying for an Apprentice (a Preference being given to Members of the Established Church) shall be entered by the Steward in a Book to be kept for that Purpose, which Book shall be laid before the Committee whenever Occasion requires; and that every Indenture of Apprenticeship shall be signed by Two of the Committee:
- “ Rule 24.—That the Children, on leaving the School, shall have their best Clothes, a Change of Linen, together with a Suit of new Clothing; also a Bible, the Book of Common Prayer, and such other Book or Books as the Committee shall direct:
- “ Rule 25.—That the Committee, at their last Meeting in every Year, shall prepare an Abstract of the Accounts of the Charity, and appoint Two of the Subscribers (not belonging to the Committee) to inspect and audit such Accounts; and the Committee shall likewise prepare a List of the Subscribers, a Report of the State of the Institution, of the Number of Children admitted and apprenticed during the Year, and of the Number in the School; which Abstract, List of Subscribers, and Report shall be printed and delivered to each Subscriber as soon as possible after each annual General Meeting:
- “ Rule 26.—That Ladies subscribing shall have the Privilege of voting by Proxy, such Proxy being a Subscriber:

“Rule 27.—That the Power of making, altering, and repealing Rules shall be vested in Subscribers at a General Meeting, to be convened by Circular to every Subscriber (of which Twenty-one Days Notice shall be given); and that no new Rule, or Alteration in the present Rules, shall be made, unless the Intention to propose such Rule or Alteration be specified in the Circular calling such Meeting:

“Rule 28.—That the Committee for the Time being may, from Time to Time when and as they shall see Occasion, and shall from Time to Time at the Request in Writing of Twenty-five or more of the Subscribers of Six Months standing at least to the said School, and whose Subscriptions shall be paid up, call a Special General Meeting of the Subscribers to the said School, to be convened in the Manner prescribed by the foregoing Rules; and all Questions that shall be propounded at any General Annual or Special General Meeting shall be decided by the major Part or Number of the Subscribers present at such Meeting in Person or (in the case of Female Subscribers) by Proxy as aforesaid; and in case of an Equality of Votes the President or Chairman of such Meeting shall, besides his own Vote, have an additional or casting Vote; provided always, that no Person shall be entitled to vote at the Annual General or any Special General Meeting, until he or she shall have been a Subscriber to the said School for Six Calendar Months at the least before such Meeting, or whose Subscription shall be in arrear:”

And as to the Direction in the said Order of Reference contained, that the said Master should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the said School, that any and what Part of the said Estates should be let on Building Leases for long Terms of Years, and in case he should be of opinion that it would be fit and proper, and for the Benefit of the said School, that the said Estates should be so let, then that he should approve of a Scheme accordingly, the said Master, after stating that a State of Facts and Proposal on the Part of the said Petitioners, brought into his Office on the Seventeenth Day of *March* One thousand eight hundred and forty-five, had been laid before him, together with a Map or Plan describing the Town and Parish of *Birmingham*, and Portion of the Parish of *Aston* adjoining thereto, respectively within the Borough of *Birmingham*, and the Situation of the Estates belonging to the said School, and in support of such State of Facts and Proposal an Affidavit of *Ebenezer Robins* of *Birmingham* aforesaid, Land Surveyor, sworn the Seventeenth Day of *March* One thousand eight hundred and forty-five, and an Affidavit of *Henry Moore Griffiths* of *Birmingham*, Gentleman, sworn the same Day; and that the said *Ebenezer Robins* in his said Affidavit deposed that the Freehold Closes and Lands theretofore called *Brookhouse Fields* and *Slows-moor*, and also the Lands theretofore called *Brickfield*, respectively situate in the Liberty of *Bordesley* in the Parish of *Aston* aforesaid, and forming Part of the Estates of the said School, and numbered 2 and 5 on the said Map, were respectively in the Vicinity of the Termini of Four Railways, namely, the *London and Birmingham*, the *Grand Junction*, the *Birmingham and Gloucester*, and the *Midland Counties*, and that immediately adjoining to the said Estates respec-

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tively there were public Roads and Streets, and the adjacent Land had to a considerable Extent been built upon, and already formed a populous District, and that the Reservoir and Basins of the *Birmingham* and *Warwick* Canal Navigation bounded in part the said Land called *Brookhouse Fields* and *Slowsmoor*, and the new Line of Canal called the *Birmingham* and *Warwick* Junction Canal, which had been recently made and completed, passed from the *Warwick* and *Birmingham* Canal through the said Estates called *Brookhouse Fields* and *Slowsmoor* and *Brickfield* respectively, and from the several Circumstances before mentioned the said *Ebenezer Robins* deposed that it was probable that Portions of such Estates respectively would be required, and might be let, with great Advantage to the said School, for manufacturing and building Purposes; and he further deposed, that the Freehold Estate theretofore known partly by the Name of the *Hinds*, and partly by the Name of *Birchfields*, situate in the Liberty of *Bordesley* aforesaid, and numbered 3 on the said Map, being other Part of the Estates of the said School, was in the Suburbs of the said Town of *Birmingham* near to the Turnpike Roads from *Birmingham* to *Stratford-on-Avon* and *Warwick*, and that new Roads had lately been laid out, leading from *Birmingham* in the Direction of the said Estate, and from its Proximity to several Mansions and Country Residences, and its Eligibility in respect of Soil and Aspect, it was likely that Portions of such Estate might soon be let for the Erection of Villa Residences if proper Powers were given to the Trustees of the said School to lay out Roads, and improve and let the same for building upon; and further, that the Estate theretofore called *Callow Close* or *Callow Field*, situate in the Liberty of *Bordesley* aforesaid, and numbered 6 on the said Map, adjoined to the said Freehold Estate Number 5, called *Brickfield*, and the whole thereof, with the Exception of Three thousand three hundred and ninety-one square Yards or thereabouts, was already sub-demised to divers Persons, for the Purpose of being built upon, and Dwelling Houses and other Buildings were erected thereon, and the said Three thousand three hundred and ninety-one square Yards or thereabouts was eligible also for building upon, and ought to be let for that Purpose, and that the Freehold Piece of Land or Ground situate in *Smith Street* and *Barr Street* in *Birmingham* aforesaid, and theretofore Part of certain Closes of Land called *Fearney Fields*, and numbered 8 on the said Map, other Part of the Estates of the said School, was in the Centre of a District called *Saint George's*, then nearly covered with Dwelling Houses, Manufactories, and other Buildings, and the same might probably be let if sufficient Powers were vested in the Trustees of the said Estate for that Purpose; and further, that One of the Three Freehold Pieces or Parcels of Land situate at or near to *Gibb Heath* in the said Parish of *Birmingham*, and numbered 9 on the said Map, and containing Three thousand seven hundred and forty-three square Yards or thereabouts, and then occupied as Gardens, was in an improving District, and immediately adjoined other Land of the Trustees of the said School let on a Building Lease to *John Ottley*, and upon which several Houses were built and occupied by respectable Persons, and that the said Piece of Land was eligible also for building upon, and ought, for the Improvement of the said Estate, to be let for that Purpose; and the said

Petitioners

Petitioners in their said State of Facts and Proposal submitted it would be fit and proper, and for the Benefit of the said School, that all the Estates of the said School (except the Schoolhouse and Premises where the said School was carried on and conducted) should be let on Building Leases for Terms of Years; and it appearing to the said Master that it would be beneficial that the said Estates should be so let, he had considered a Scheme for the letting thereof, and did approve of the following as a proper Scheme for those Purposes; namely,

“That it shall be lawful for the Trustees for the Time being of the said Trust Estates, or the major Part of them, by Indentures or Indenture under their Hands and Seals, to be sealed and delivered by them in the Presence of One or more credible Witness or Witnesses, from Time to Time to demise or lease all or any of the said Estates herein-before mentioned (except the Site of such School), and either with or without any Buildings erected and standing thereon, for any Term or Number of Years not exceeding Ninety-nine Years from the Date of every Lease, and to take effect in every Case in possession, or within Six Months next after the making thereof at the furthest, to any Person or Persons whomsoever who shall be willing to erect and build, or shall, in pursuance of any previous Agreement, have erected and built, any Houses, Manufactories, Mills, Forges, or other Works, Erections, or Buildings, on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any Houses or Buildings on the said Land or Ground, or to erect and build any other Houses or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Paddocks, or Plantations for detached Villas, or for Gardens, Yards, and other Conveniences to Buildings, erected and built or to be erected and built on the said Estates or any Part thereof, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground in such Leases respectively to be comprised, and to convert, apply, and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Convenience, Use, or Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground to be comprised in such Leases as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as afore-

said,

said, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees of any Parts of the said Estates which shall adjoin or lie contiguous to any Canal, Reservoir, or Basin to set out and allot any Part of the Land or Ground to be comprised in such Leases, for the making and constructing thereon of any Branch Canal, Reservoir, or Basin, or the Erection of Steam Engines or other Machinery or Works, as to the said Trustees shall seem proper; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell and dispose of, in and upon or out of the Land or Ground to be comprised in their respective Leases, such Timber, Stone, Slate, Earth, Clay, Loam, Sand, or Gravel as it may be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Premises to be comprised in such Leases, and to manufacture the same into Bricks or Tiles or other Wares, to be used in such new Buildings, Repairs, or Improvements of the said Land or Estate, or to be sold and disposed of, as may be agreed upon; and also with or without any other Liberties or Privileges which to the said Trustees may seem reasonable, or which may be usual in Leases of a similar Description; so that in every such Lease there be reserved and made payable the best yearly Rent or Rents that can, in the Opinion of the said Trustees, at the Time of making such Lease, and considering the Nature and Circumstances of the Case, be reasonably expected for the same, (such Rents to be made payable by half-yearly or quarterly Payments,) but so that during the first Three Years of such Leases respectively the said Rents may, if the said Trustees think proper, be of trifling or merely nominal Amount, and so that every such Lease be made without taking for or in respect of making the same any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, beyond and having regard to the Money agreed to be expended by the Lessee or Lessees in building upon or improving the Premises, or which may be derived from the Sale or Disposition of any Timber, Gravel, Sand, Brick Earth, and Clay, and other Earth or Clay, or any Bricks or Tiles or other Wares which may be made therewith; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant, on the Part of the Lessee or Lessees, substantially to build and finish the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant, on the Part of the Lessee, substantially to rebuild or repair the same within a Term to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so that in every Lease, whether for building or repairing or otherwise, there be contained, on the Part of the Lessee, a Covenant for the

due Payment of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, except the Income or Property Tax, and also a Covenant for keeping the Houses and Buildings erected and built, and to be erected and built or improved, on the Premises, insured from Loss or Damage by Fire, to the Amount of Two Thirds at least of the Value thereof, in one of the public Offices for Insurance against Fire, and to lay out the Money to be received by virtue of such Insurance, and all such further Sums of Money as shall be necessary, in rebuilding, repairing, and reinstating the Houses or Buildings which shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses and other Buildings to be erected and built or repaired on the Premises comprised in such Lease, on the Expiration or other sooner Determination of the Term to be thereby granted; and so that in every such Lease there be contained a Power for the Trustees for the Time being, or their Servants and Agents, to enter upon the Premises twice in every Year during the Term, at reasonable Times in the Day, and inspect the Condition thereof, and also a Proviso or Condition for Re-entry for Non-payment of the Rent to be thereby reserved (whether the same be first demanded or not) for any Space not exceeding Twenty-one Days, in case there shall not be a Distress found on the Premises sufficient to pay the Rent then due, and the Costs of such Distress; and also with or without a Proviso or Condition for Re-entry for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained, on the Part of the Lessee or Lessees, his or their Executors, Administrators, or Assigns, as may be agreed upon between the said Lessors and Lessees; and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions, if any, as from the Nature of the Case may appear to be reasonable or proper; and so that the respective Lessees execute Counterparts of their respective Leases (the Mention of which Counterpart in any such Lease shall, for the Purpose of proving the Validity of the Execution of such Lease, be conclusive Evidence of the same having been duly executed), and pay all Expences of and incident to such Leases and the Counterparts thereof; and so that no Lessee to whom any such Lease shall be made be, by any Clause or Words therein contained, authorized to commit Waste, or exempted from Punishment for committing Waste, save as far as may be necessary for the Purposes hereby authorized:"

- And as to the Direction in the said Order of Reference, that the said Master should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the said School, that an Act of Parliament should be obtained for effecting the Purposes aforesaid, or any and which of them, or any other and what Purposes, it appearing to him, from a Consideration of the several Deeds and Documents under and by virtue of which the said Blue Coat Charity School was founded, and by which the Estates and Funds belonging thereto were acquired, and the Trusts, Ends, Intents, and Purposes upon which the said Estates and Funds were holden, that the before-mentioned Purposes could not be carried into effect under and by virtue of any

[*Private.*]

Order of
Court, dated
25th April
1845.

existing Laws, he the said Master was of opinion that it was fit and proper, and for the Benefit of the said School, that an Act of Parliament should be obtained for authorizing and enacting that the several Trusts on which the said Estates, Monies, and Premises were held should be consolidated, and such Estates, Monies, and Premises vested in the Trustees thereby appointed as aforesaid, and applied and managed according to the before-mentioned Scheme approved by him, with Powers of granting Leases, of laying out or making Streets or Roads over any of the said Estates (except the School Buildings and Site), of taking down any of the Houses and Buildings on the said Estates (except as aforesaid), and rebuilding the same, or any of them, and of appropriating the Site of any Houses or Buildings contiguous to the said School for the Enlargement thereof, and for other Purposes connected therewith, and of selling and exchanging the said Estates, and investing the Produce thereof, and the said Stocks or Funds, or any Part thereof, or any surplus Income of the said School, in Real Estates, for the Benefit of the said Charity, under the Direction of the said Court, and for empowering the said Court, from Time to Time, by Petition in a summary Way, to alter and vary the Schemes thereby approved: And whereas by a further Order of the said Court, made on the Twenty-fifth Day of *April* One thousand eight hundred and forty-five, the said Report of the said Master was confirmed, and it was ordered, that the said *Thomas Moseley, John Cope, Philip Meller Twells, William Henry Osborn*, the Honourable and Reverend *Grantham Munton Yorke, John Boulton*, the Petitioner *John Belliss, John Aston, John Brearley Payn, Morris Banks, Edward Armfield, John Holt*, and *Samuel Vincent Horton*, the Persons named and approved of by the said Master as such Trustees, should be the present Trustees of the Estates of the Blue Coat Charity School in *Birmingham* in the County of *Warwick*, for the Purposes in the said Report mentioned; and it was ordered, that the said Trustees should apply to Parliament, in the present or ensuing Session, for an Act to vest in them the Estates and Property constituting the Trust Estate of the said Blue Coat Charity School, upon consolidated Trusts, and according to the Schemes settled and approved of by the said Master, and for carrying the several Objects and Purposes stated and approved of in the said Report of the said Master into effect; and it was ordered, that *Thomas Moseley, Grantham Munton Yorke, John Cope*, and *Philip Meller Twells* should be the present Trustees of the Monies, Funds, and Securities of the said School, for the Purposes in the said Report mentioned; and it was ordered, that the Sum of One hundred and one Pounds Five Shillings and Seven-pence Cash in the Bank, remaining on the Credit of the Matter intituled "The Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation*," should be paid to the said *Thomas Moseley, Grantham Munton Yorke, John Cope*, and *Philip Meller Twells*, or any of them; and it was ordered, that the Dividends thereafter to accrue on the said Sum of Six thousand nine hundred and fifty-four Pounds Two Shillings and One Penny Reduced Annuities standing in the Name of the Accountant General of the said Court, in trust in the said Matter under the like Title, be, from Time to Time as the same shall accrue due, paid to the said *Thomas Moseley, Grantham Munton Yorke, John Cope*, and *Philip Meller Twells*, and the Survivors or Survivor, until the further Order of the Court, and for the Purposes aforesaid the

said Accountant General was to draw on the Bank according to the Form prescribed by the Act of Parliament, and the General Rules and Orders of the Court in that Case made and provided; and it was ordered, that the said *Matthias Attwood*, *Isaac Spooner*, and *Samuel Horton* should transfer the said Sums of Six hundred Pounds Bank Three Pounds *per Centum* Annuities, Eight hundred and forty Pounds and Five hundred Pounds New Three and a Quarter *per Centum* Annuities, and One thousand four hundred Pounds New *South Sea* Annuities, then standing in their Names, as in the said Report mentioned, into the Names of the said *Thomas Moseley*, *Grantham Munton Yorke*, *John Cope*, and *Philip Meller Twells*, in the Books of the Governor and Company of the Bank of *England* and the Governor and Company of the *South Sea* Company respectively; and it was ordered, that the said *Matthias Attwood*, *Isaac Spooner*, and *Henry Spooner* should transfer the Four hundred Pounds Three *per Centum* Consolidated Bank Annuities, then standing in their Names, as in the said Report mentioned, into the Names of the said *Thomas Moseley*, *Grantham Munton Yorke*, *John Cope*, and *Philip Meller Twells*, in the Books of the Governor and Company of the Bank of *England*: And whereas, in obedience to the said last-recited Order of the said Court of Chancery, the said Sum of One hundred and one Pounds Five Shillings and Seven-pence Cash in the Bank (being Dividends) remaining on the Credit of the Matter intituled "The Company of Proprietors of the *Birmingham* and *Warwick Junction Canal* Navigation," hath been paid to the said *Thomas Moseley*, *Grantham Munton Yorke*, *John Cope*, and *Philip Meller Twells*: And whereas, in further Obedience to the said last-recited Order of the said Court of Chancery, the said several Sums of Six hundred Pounds Three *per Centum* Consolidated Bank Annuities, Four hundred Pounds Three *per Centum* Consolidated Bank Annuities, Eight hundred and forty Pounds and Five hundred Pounds New Three and a Quarter *per Centum* Bank Annuities, and One thousand four hundred Pounds New *South Sea* Annuities, have been transferred into the joint Names of the said *Thomas Moseley*, *Grantham Munton Yorke*, *John Cope*, and *Philip Meller Twells*, in the Books of the Governor and Company of the Bank of *England* and the Governor and Company of the *South Sea* Company respectively: And whereas the only Mortgage Debt belonging to the said Blue Coat Charity School consists of a Sum of Two hundred and seventy-three Pounds Seventeen Shillings and Two-pence, Principal and Interest, due on an Account stated up to the Thirty-first Day of *July* One thousand eight hundred and forty-four, and secured by a Mortgage of a certain Leasehold Messuage and Premises situate at *Bordesley* in the Parish of *Aston* near *Birmingham*, by an Indenture dated the First Day of *November* One thousand eight hundred and twenty-seven, in the said Master's Report and the Schedule thereto particularly mentioned, which said Mortgage Debt or Sum of Two hundred and seventy-three Pounds Seventeen Shillings and Two-pence, with all Interest due and to grow due for the same, hath, by an Indenture dated the Twentieth Day of *May* One thousand eight hundred and forty-five, and made between the said *William Henry Osborn* of the one Part, and the said *Thomas Moseley*, *Grantham Munton Yorke*, *John Cope*, and *Philip Meller Twells*, of the other Part, been transferred unto the said *Thomas Moseley*, *Grantham Munton Yorke*, *John Cope*, and *Philip Meller*

Indenture, dated 20th May 1845, transferring Mortgage Debt to Thomas Moseley and others.

Meller Twells, their Executors, Administrators, and Assigns, absolutely; and by the same Indenture the Leasehold Messuage and Premises comprised in the said Indenture of Mortgage have been assigned and transferred to the said *Thomas Moseley, Grantham Muntou Yorke, John Cope*, and *Philip Meller Twells*, their Executors, Administrators, and Assigns, for the Residue of the Term to come therein, but subject to such Equity of Redemption as the said Premises were then subject to under the said Indenture of Mortgage of the First Day of *November* One thousand eight hundred and twenty-seven: And whereas the several Messuages, Lands, Hereditaments, and Premises, Stocks, Funds, and Securities, constituting the Property and Effects of the said Blue Coat Charity School, and in the said Master's Report mentioned to be set forth in the Schedule thereto, are respectively described and comprised in the Schedule to this Act annexed: And whereas, in addition to the Premises in the said Master's Report mentioned as fit and proper to be let on Building Leases, it may be beneficial to the said School that the several Pieces of Ground, Messuages, and Premises in the First Part of the Schedule to this Act described, and comprised under the Heads No. 8 and No. 11, should also be let upon Building or Improving Leases: Now, in obedience to the said last-recited Order of the said Court of Chancery, Your Majesty's most dutiful and loyal Subjects, the said *Thomas Moseley, John Cope, Philip Meller Twells, William Henry Osborn, Grantham Muntou Yorke, John Boulton, John Belliss, John Aston, John Brearley Payn, Morris Banks, Edward Armfield, John Holt*, and *Samuel Vincent Horton*, the Trustees of the said Charity Estates appointed by the said Order of the Court of Chancery, do most humbly beseech 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, That the several Freehold and Leasehold Messuages, Lands, Hereditaments, and Premises described and comprised in the First Part of the Schedule to this Act annexed, and all other the Messuages, Lands, Tenements, Hereditaments, and Premises, (if any,) whether of Freehold or Leasehold Tenure, which may now be vested in any Person or Persons in trust for the said Blue Coat Charity School, with all and every the Rights, Members, and Appurtenances thereunto respectively belonging, shall, from and after the passing of this Act, be and the same are hereby absolutely vested in the said *Thomas Moseley, John Cope, Philip Meller Twells, William Henry Osborn, Grantham Muntou Yorke, John Boulton, John Belliss, John Aston, John Brearley Payn, Morris Banks, Edward Armfield, John Holt*, and *Samuel Vincent Horton*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof respectively, wholly and absolutely freed, exonerated, and discharged of and from the several before-mentioned charitable Uses and Trusts, and all other Uses, Trusts, and Purposes whatsoever, but nevertheless, as to the said several Leasehold Messuages, Lands, Hereditaments, and Premises, subject to the Payment of the Rents and Performance of the Covenants on the Lessee's Part to be paid and performed in respect thereof, and, as to Part of the said Leasehold Premises, subject to the Mortgage for Four hundred Pounds in the said Schedule mentioned to be now affecting the same, and as to the whole

The Freehold and Leasehold Estates in the First Part of the Schedule to the Act vested in the Thirteen new Trustees, discharged from the present Uses and Trusts, but upon Trusts after declared.

whole of the said Freehold and Leasehold Messuages, Lands, Hereditaments, and Premises, (subject to any Leases or Agreements for Leases which may have been granted or entered into by the Trustees for the Time being of the said Charity Estates,) upon the Trusts, and for the Ends, Intents, and Purposes, herein-after expressed, declared, or referred to of or concerning the same.

II. And be it enacted, That the several Annuities and yearly Sums respectively described and comprised in the Second Part of the Schedule to this Act annexed, and all Powers and Remedies for the Recovery of the said Annuities and yearly Sums respectively, shall, from and after the passing of this Act, be and the same are hereby absolutely vested in the said *Thomas Moseley, John Cope, Philip Meller Twells, William Henry Osborn, Grantham Munton Yorke, John Boulton, John Belliss, John Aston, John Brearley Payn, Morris Banks, Edward Armfield, John Holt, and Samuel Vincent Horton*, their Executors, Administrators, and Assigns, wholly and absolutely freed, exonerated, and discharged of and from the several charitable Uses and Trusts now affecting the same respectively, and all other Uses, Trusts, and Purposes whatsoever, but nevertheless upon the Trusts, and for the Ends, Intents, and Purposes, herein-after expressed, declared, or referred to of or concerning the same.

The Annuities, &c. in the Second Part of the Schedule vested in the same Trustees.

III. And be it enacted, That the said several Sums of Six hundred Pounds and Four hundred Pounds Three *per Centum* Consolidated Bank Annuities, Eight hundred and forty Pounds and Five hundred Pounds New Three and a Quarter *per Centum* Bank Annuities, and One thousand four hundred Pounds New *South Sea* Annuities, herein-before mentioned to have been transferred into the joint Names of the said *Thomas Moseley, Grantham Munton Yorke, John Cope, and Philip Meller Twells*, in the Books of the Governor and Company of the Bank of *England* and the Governor and Company of the *South Sea* Company respectively, and also the said Mortgage Debt or Sum of Two hundred and seventy-three Pounds Seventeen Shillings and Two-pence, herein-before mentioned to have been assigned to them, their Executors, Administrators, and Assigns, by the said recited Indenture of the Twentieth Day of *May* One thousand eight hundred and forty-five, and also the said Sum of Six thousand nine hundred and fifty-four Pounds Two Shillings and One Penny Three *per Centum* Reduced Bank Annuities standing in the Name of the Accountant General of the High Court of Chancery, *ex parte* "The Company of Proprietors of the *Birmingham and Warwick Junction Canal Navigation*," and respectively described and comprised in the Third Part of the Schedule to this Act annexed, and the Dividends and Interest thereof respectively, and all other Sum and Sums of Money, Stocks, Funds, and Securities (if any) now vested in or held by any Person or Persons upon any Trust for the Benefit of the said Blue Coat Charity School, shall, from and after the passing of this Act, be and the same are hereby absolutely freed, exonerated, and discharged of and from the several charitable Uses and Trusts now affecting the same respectively, and all other Trusts and Purposes whatsoever; and the same several Sums, Stocks, Funds, and Securities,

Certain Sums of Stock and the Mortgage Debt transferred to the Four new Trustees, and also the Sum of 6,954*l.* 2*s.* 1*d.* comprised in the Third Part of the Schedule to the Act, freed from the present Uses, &c.

[Private.]

rities, and the Dividends and Interest thereof respectively, (subject only, as to the said Sum of Six thousand nine hundred and fifty-four Pounds Two Shillings and One Penny Three *per Centum* Reduced Bank Annuities, to the Directions of the Court of Chancery, as to the Investment thereof in the Purchase of Lands or otherwise under the Provisions of this Act,) shall be holden upon the Trusts, and for the Ends, Intents, and Purposes, herein-after expressed, declared, or referred to of or concerning the same.

Schemes for the future Appointment of Trustees, and the Management of the Estates and Property of the School, confirmed.

IV. And be it enacted, That the Scheme in the said Master's Report, set out as settled and approved of by him, for the Appointment for the Time to come of Trustees of the Estates and Premises, Monies, Stocks, Funds, and Securities, of the said Blue Coat Charity School, and also the Scheme in the said Master's Report, set out as settled and approved of by him, for the Administration and Management of the Estates and Premises, Monies, Stocks, Funds, and Securities, of the said Blue Coat Charity School, shall be and the same respectively are hereby confirmed, and the future Trustees of the said Blue Coat Charity School shall be qualified and appointed, and the Estates and Premises, Monies, Stocks, Funds, and Securities, of the said Blue Coat Charity School, shall be administered and managed in the Manner directed by and according to the said Schemes respectively, and to the Rules and Regulations in the said Schemes respectively contained, until the same Schemes, or either of them, or the Rules and Regulations therein contained, shall at any Time hereafter be altered or amended, or any new Schemes, Rules, or Regulations for all or any of the Purposes aforesaid shall be made, by the Court of Chancery, under the Power for that Purpose herein contained, and then according to such new or altered Schemes, Rules, and Regulations as shall be hereafter approved of by the Court of Chancery, and be directed or authorized, in relation to all or any of the Matters aforesaid; any thing in any of the said recited Indentures, Deeds, or Wills, or in any other Indenture, Deed, or Will, declaring or containing any Trust in favour of the said Blue Coat Charity School, or any Statute, Ordinance, or Usage, to the contrary thereof notwithstanding.

All the Estates, Annuities, and other Property vested in the Trustees, and the several Sums of Stock, and the Mortgage of 273l. 17s. 2d., &c., vested in Trustees, upon consolidated Trust, and to be administered, &c. according to the Scheme

V. And be it enacted, That the several Freehold and Leasehold Messuages, Lands, Hereditaments, and Premises, and also the said Annuities and yearly Sums, and other the Estates and Property belonging to the said Blue Coat Charity School, by this Act vested in the said *Thomas Moseley, John Cope, Philip Meller Twells, William Henry Osborn, Grantham Munton Yorke, John Boulton, John Belliss, John Aston, John Brearley Payn, Morris Banks, Edward Armfield, John Holt, and Samuel Vincent Horton*, and also the said several Sums of Six hundred Pounds and Four hundred Pounds Three *per Centum* Consolidated Bank Annuities, Eight hundred and forty Pounds and Five hundred Pounds New Three-and-a-Quarter *per Centum* Bank Annuities, and One thousand four hundred Pounds New *South Sea* Annuities, herein-before mentioned to have been transferred into the joint Names of the said *Thomas Moseley, Grantham Munton Yorke, John Cope, and Philip Meller Twells*, in the Books of the Governor and Company of the Bank of *England* and the Governor and Company of the *South Sea* Company respectively,

tively, and also the said Mortgage Debt or Sum of Two hundred and seventy-three Pounds Seventeen Shillings and Two-pence, hereinbefore mentioned to have been assigned to the said *Thomas Moseley, Grantham Muntou Yorke, John Cope, and Philip Meller Twells*, and the Interest for the same, and all other the Estates, Property, and Effects of the said Blue Coat Charity School vested in the same Trustees or any of them, or in any other Person or Persons upon any Trust for the Benefit of the said Blue Coat Charity School, shall, from and after the passing of this Act, be held by the said Trustees respectively, and the Survivors of them, and their Assigns, and other the Trustees for the Time being of the said Blue Coat Charity School, or other Persons respectively, upon trust for the said Blue Coat Charity School in *Birmingham* in the County of *Warwick*, and for the Maintenance and Support thereof, in conformity to the Objects and Purposes of such School, as set forth in the said Master's Report, and to permit the said Charity Estates and Premises, Stocks, Funds, and Securities, and the Income thereof, to be administered and managed according to the Scheme mentioned and set out in the said Master's said Report, as settled and approved by him, for the Administration and Management thereof; and in case the said Scheme, or the Rules and Regulations therein contained, shall at any Time hereafter be altered or amended, or any new Schemes, Rules, or Regulations shall be made as to the Administration or Management of the said Charity Estates and Premises, Stocks, Funds, and Securities, or any Part thereof, under the Power for that Purpose in this Act contained, then according to such new or altered Scheme or Schemes, Rules and Regulations, as shall be hereafter approved of by the Court of Chancery, and be directed or authorized, in relation to all or any of the Matters aforesaid; any thing in any of the said recited Indentures, Deeds, or Wills, or in any other Indenture, Deed, or Will, declaring or containing any Trust in favour of the said Blue Coat Charity School, or any Statute, Ordinance, or Usage, to the contrary thereof notwithstanding.

in the Master's Report.

VI. And be it enacted, That the said Blue Coat Charity School shall be governed, and the Affairs thereof managed, according to the Rules and Regulations for the Government thereof contained in the said Master's Report, and approved of by him, with such Alterations therein as shall from Time to Time or at any Time hereafter be made therein by the Subscribers at a General Meeting held for that Purpose in the Manner prescribed by the said Rules.

School to be governed according to the Rules set out in the Master's Report.

VII. And be it enacted, That it shall be lawful for the Trustees for the Time being of the said Blue Coat Charity School, by Indentures or Indenture under the Hands and Seals of any Three or more of them, to be sealed and delivered in the Presence of One or more credible Witness or Witnesses, from Time to Time to demise or lease all or any Part of the Estates and Property for the Time being belonging to the said Blue Coat Charity School (except the Estates and Property described and comprised under the Heads No. 1, No. 4, and No. 5, in the First Part of the Schedule to this Act annexed), and either with or without any Buildings erected and standing thereon, for any Term or Number of Years not exceeding Ninety-

Trustees empowered to grant building and repairing Leases.

nine

nine Years from the Date of every Lease, and to take effect in every Case in possession, or within Six Calendar Months next after the making thereof at the furthest, to any Person or Persons whomsoever who shall be willing to erect and build, or shall in pursuance of any previous Agreement have erected and built, any Houses, Manufactories, Mills, Forges, or other Works, Erections, or Buildings on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any Houses or Buildings on the said Land or Ground, or to erect and build any other Houses or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Paddocks, or Plantations for detached Villas, or for Gardens, Yards, or other Conveniences to the Buildings erected and built or to be erected and built on the said Estates or any Part thereof, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground in such Leases respectively to be comprised, and to convert, apply, and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Convenience, Use, or Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Part of the Land or Ground to be comprised in such Leases as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land or Ground which may be set out and allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees of any Parts of the said Estates which shall adjoin or be contiguous to any Canal, Reservoir, or Basin to set out and allot any Part of the Land or Ground to be comprised in such Leases, for the making and constructing thereon of any Branch Canal, Reservoir, or Basin, or the Erection of Steam Engines or other Machinery or Works, as to the said Trustees shall seem proper; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell, and dispose of, in and upon or out of the Land or Ground to be comprised in their respective Leases, such Timber, Stone, Slate, Earth, Clay, Loam, Sand, or Gravel as it may be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Premises to be comprised in such Leases, and to manufacture the same into Bricks or Tiles or other Wares, to be used in such new Buildings, Repairs, or Improvements of the said Land and Estate, or to be sold and disposed of, as may be agreed upon; and also with or without any other Liberties or Privileges which to the said Trustees may seem reasonable,

reasonable, or which may be usual in Leases of a similar Description ; so that in every such Lease there be reserved and made payable the best yearly Rent or Rents that, considering the Nature and Circumstances of the Case, and having regard to the general Benefit of the said Estates, can be reasonably expected for the same, such Rents to be made payable by half-yearly or quarterly Payments (but so that during the first Three Years of such Leases respectively the said Rents may, if the said Trustees think proper, be of trifling or merely nominal Amount); and so that every such Lease be made without taking for or in respect of making the same any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, beyond and having regard to the Money to be expended by the Lessee or Lessees in building upon or improving the Premises, or which may be derived from the Sale or other Disposition of any Timber, Gravel, Sand, Brick Earth, and Clay, and other Earth or Clay, or any Bricks or Tiles or other Wares which may be made therewith ; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant, on the Part of the Lessee or Lessees, substantially to build and finish the Houses or other Buildings which may be agreed to be erected and built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings ; and so that in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Term to be specified for that Purpose, and to keep in repair during the Term the Houses and Buildings agreed to be rebuilt or repaired ; and so that in every such Lease, whether for rebuilding or repairing or otherwise, there be contained, on the Part of the Lessee, a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Rates, Assessments, Charges, and Impositions whatsoever affecting the same Premises, except the Income or Property Tax, and also a Covenant for keeping the Houses and Buildings erected and built, and to be erected and built, or improved on the Premises, insured from Loss or Damage by Fire, to the Amount at least of Two Thirds of the Value thereof, in one of the public Offices for Insurance against Fire, and to lay out the Money to be received upon such Insurance, and all such further Sums of Money as shall be necessary, in rebuilding, repairing, or reinstating the Houses or Buildings which shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses and other Buildings erected and built, and to be erected and built, or repaired, on the Premises comprised in such Lease, on the Expiration or other sooner Determination of the Term to be thereby granted ; and so that in every such Lease there be contained a Power for the said Trustees for the Time being, and their Servants and Agents, to enter upon the Premises twice in every Year during the Term, at reasonable Times in the Day, and inspect the Condition thereof, and also a Proviso or Condition for Re-entry for Nonpayment of the Rent to be thereby reserved (whether the same be first demanded or not) for any Space not exceeding Twenty-one Days, in case there shall not be a Distress

[*Private.*]

found on the Premises sufficient to pay the Rent then due, and the Costs of such Distress, and also with or without a Proviso or Condition for Re-entry on Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained, on the Part of the Lessee or Lessees, his or their Executors, Administrators, and Assigns, as may be agreed upon between the said Lessors and Lessees, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions, if any, as from the Nature of the Case may appear to be reasonable or proper; and so that the respective Lessees execute Counterparts of their respective Leases (the Mention of which Counterpart in any such Lease shall, for the Purpose of proving the Validity of the Execution of such Lease, be conclusive Evidence of the same having been duly executed), and pay all Expences of and incident to such Leases and the Counterparts thereof; and so that no Lessee to whom any such Lease shall be made be, by any Clause or Words therein contained, authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized.

Trustees
may sell any
Part of the
Charity
Estates,
under the
Direction of
the Court of
Chancery.

VIII. And be it enacted, That it shall be lawful for the Trustees for the Time being of the said Blue Coat Charity School, from Time to Time, under the Direction of the said Court of Chancery, absolutely to make Sale and dispose of any Part of the Estates and Property for the Time being belonging to the said Charity which, in the Opinion of the Court, it may be expedient to sell and dispose of, and either by public Auction or private Contract, unto any Person or Persons who shall or may be willing to become the Purchaser or Purchasers thereof, and for such Sum or Sums of Money, and under and subject to such special Conditions and Restrictions, as to the said Court of Chancery shall seem reasonable; and upon Payment into the Bank of *England*, in manner herein-after directed, of the Purchase Monies for which the said Hereditaments and Premises shall be sold, the Trustees for the Time being in whom the same Hereditaments and Premises shall be vested, or any Three or more of them, shall convey, assign, and assure the same, with their Rights, Members, and Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his or their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof, or as he or they shall direct or require, absolutely freed, exonerated, and for ever discharged of and from all and singular the charitable Uses and Trusts by this Act declared or confirmed, for the Benefit of the said Blue Coat Charity School; and any Conveyance or Assignment of any Part of the said Estates and Property which shall be executed by Three at least of the said Trustees shall be as effectual for the Purpose of conveying or assigning the Messuages, Lands, Hereditaments, and Premises therein comprised, as if the whole Number of the Trustees for the Time being of the said Charity Estates and Property had been Parties to and executed the same.

Trustees
may lay out
Part of
Lands for
Streets, &c.,

IX. And for facilitating the Sale and letting of any Portion of the said Estates which may for the Time being be applicable to Building Purposes, be it enacted, That it shall be lawful for the Trustees for the

the Time being of the said Blue Coat Charity School, and they are hereby authorized and empowered, from Time to Time to set out and appropriate any Part or Parts of the said Estates which are or may be eligible for Building Purposes, as or for public Streets, Squares, Circuses, or Thoroughfares, and also public or private Ways, Avenues, Roads, Paths, or Passages, for the more convenient Enjoyment thereof and of the Buildings to be erected thereon, and to divide and set out in Lots such other Parts of the said Lands as they may think expedient as and for the Sites of Messuages and Dwelling Houses, Manufactories, and other Buildings, with suitable or convenient Yards, Gardens, and Appurtenances to be attached thereto, and from Time to Time to alter or vary any such Appropriations or Allotments as aforesaid, and generally to plan, set out, and appropriate the said Estates, or any Part thereof, in such Way or Manner as the said Trustees shall in their Judgment or Discretion think most beneficial for effecting such Sales or Leases; and also, if the said Trustees shall think it expedient so to do, but not otherwise, to lay out and form the several Streets, Squares, Circuses, Ways, Avenues, Roads, Paths, and Passages so intended to be made, or any Portion thereof; and also, if the said Trustees shall think it expedient so to do, but not otherwise, to fence and inclose and lay out and plant any Inclosure to be formed in any of such Squares, Circuses, or Avenues, for the Use and Enjoyment of the Inhabitants of the Houses therein, and to fence and inclose all or any of the several Plots or Pieces of Ground allotted for Building Ground, so far as the said Plots or Pieces of Ground front to or adjoin any of the said intended Streets, Squares, Circuses, or Thoroughfares, but not otherwise; and also to sell and dispose of all Trees, Stone, Coal, Ironstone, Brick Earth, Clay, Loam, Sand, and Gravel, and other Matters and Things, which it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, or which may be advantageously sold or disposed of.

and divide
other Por-
tions into
building
Lots.

X. And be it enacted, That it shall be lawful for the Trustees for the Time being of the said Blue Coat Charity School, and they are hereby empowered, in every Case in which they shall think it expedient so to do, instead of laying out and forming the Streets, Squares, Circuses, and Thoroughfares intended to be formed upon any Portion of the said Lands, and selling the Residue of such Portion for the Sites of Houses and Buildings, to sell or let the whole of such Portion of the said Lands, and to impose upon the Purchaser or Lessee thereof the laying out and forming of the Streets, Squares, Circuses, and Thoroughfares upon such Portion, and also the paving, sewerage, and draining the same, according to such Plans and Specifications as shall be directed or approved of by the said Trustees; and generally, if they the said Trustees shall think proper so to do, to require such Purchaser or Lessee to perform and execute, with reference to such Portion of the said Lands as may be purchased or taken on Lease by him, all such Works, Matters, and Things as they the Trustees may think expedient for carrying into effect the Formation and Completion of the said Streets, Squares, Circuses, and Thoroughfares.

Trustees
may require
Purchasers
of Land to
lay out and
form Streets,
&c.

XI. And

Trustees
may require
Houses to be
built accord-
ing to Plan,
&c.

XI. And be it enacted, That it shall be lawful for the Trustees for the Time being of the said Blue Coat Charity School, and they are hereby empowered, if they shall think proper so to do, to require the Purchasers or Lessees of Land for the Sites of Houses and Buildings to erect Houses and Buildings upon such Land, of such Class or Denomination, and according to such Plan or Design and Elevation, and to such Specification, as the said Trustees shall direct or approve.

Trustees
may take
Security
from Pur-
chasers, &c.
for the Per-
formance of
their Con-
tracts.

XII. And be it enacted, That it shall be lawful for the Trustees for the Time being of the said Blue Coat Charity School, and they are hereby empowered, to take such Securities as they shall think reasonable from the Purchasers or Lessees of any Lands for Streets, Squares, Circuses, and Thoroughfares, and the Sites of Houses, Manufactories, and Buildings, for the Performance by such Purchasers or Lessees of the Works, Matters, and Things agreed to be done by them in reference to such Lands, or to the Streets, Squares, Circuses, Thoroughfares, Houses, Manufactories, and Buildings to be laid out and erected and built thereon.

Trustees
may, with
the Appro-
bation of
the Court,
exchange
Lands in-
stead of sell-
ing them.

XIII. And be it enacted, That if the Trustees for the Time being of the said Blue Coat Charity School shall at any Time think it advisable to exchange any Part of the said Charity Estates and Property for any other Messuages, Lands, Hereditaments, and Premises which they may think more eligible for the Purposes of the Charity, then and in every such Case it shall be lawful for the said Trustees, with the Approbation of the Court of Chancery, to contract and agree with the Owners of such other Messuages, Lands, Hereditaments, and Premises which the Trustees may think desirable for any of the Purposes aforesaid, for an Exchange thereof, or of such Parts thereof as the said Court of Chancery shall approve, for or in lieu of such Portion of the Charity Estates and Property as the said Court of Chancery shall think sufficient; and for carrying such Exchange into effect it shall be lawful for the said Trustees, by Deed of Bargain and Sale or Assignment, under the Hands and Seals of any Three or more of such Trustees, to be settled and approved by the Master of the said Court to whom the Matter shall be referred, and to be enrolled in the said Court of Chancery within Six Calendar Months after the Date thereof, to convey the Estates or Property to be given by them in exchange to the Person or Persons, Bodies Politic or Corporate, to whom the same shall have been agreed to be conveyed; and by the same Deed the Messuages, Lands, Hereditaments, and Premises proposed to be given to the said Trustees in exchange shall also be conveyed and assigned to the Trustees for the Time being of the said Blue Coat Charity School, to the Uses of the said Charity; and such Deed shall be acknowledged by the Person or Persons making the Conveyance or Assignment of such Messuages, Lands, Hereditaments, and Premises to the Uses of the said Charity, and Two Parts of such Deed shall be prepared and approved by the Master, and executed, and a Memorandum of the Enrolment shall be endorsed on each Part, and the Execution of both Parts of such Deed by the several Parties thereto shall be attested by Two or more
credible

credible Witnesses, which Attestation or Attestations shall be endorsed on both Parts of such Deed; and the Attestation of the Execution of such Deed by the said Trustees, or any Three of them, shall express that both Parts of such Deed were signed by the Master to whom the Matter of the said Exchange was referred before the Execution of such Deed by the said Trustees; and one Part of such Deed shall remain with the said Trustees for the Benefit of the Charity, and the other Part shall be delivered to the Person or Persons, Body Politic or Corporate, to whose Use the Charity Estates or Property shall be thereby conveyed or assigned in exchange, and Possession of the several Estates, Messuages, Lands, Hereditaments, and Premises comprised in such Deed shall be respectively delivered according to the Tenor and Effect of such Deed.

XIV. And be it enacted, That the Purchaser or Purchasers of all or any Part of the said Charity Estates and Property by this Act authorized to be sold as aforesaid shall pay his or their Purchase Money or Purchase Monies into the Bank of *England*, in the Name and with the Privy of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*Ex parte* the Purchasers of the Estates of the Blue Coat Charity School in *Birmingham*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, Chapter the Twenty-fourth.

Money arising from the Sale of Charity Lands to be paid into the Bank.

XV. And be it enacted, That the Monies to arise from the Sale by the said Trustees of any Trees, Stone, Coal, Ironstone, Brick Earth, Clay, Loam, Sand, Gravel, or other Matter or Thing which the said Trustees may remove from any of the said Charity Estates and Property under the Powers of this Act, and also the Monies to arise from the Sale of the Materials of any Houses or Buildings which may be taken down by the said Trustees in execution of any of the Powers of this Act, shall be respectively received by the said Trustees, and be paid by them into the Bank of *England* in the Name and with the Privy of the Accountant General of the Court of Chancery, to be placed to his Account there, "*Ex parte* the Purchasers of the Estates of the Blue Coat Charity School in *Birmingham*," pursuant to the Method prescribed by the said Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Chapter Thirty-second, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the said Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, Chapter Twenty-fourth: Provided always, that, if the said Trustees shall think proper, such Monies shall not be paid into the Bank of *England* as aforesaid until the same shall from Time to Time amount to the Sum of One hundred and fifty Pounds, and in the meantime the Monies so received by the said Trustees shall be paid into the Hands of the Bankers of the said Blue Coat Charity School to a separate Account.

Money arising from the Sale of Trees, &c. to be received by the Trustees, and paid into the Bank.

Certificate of the Accountant General, with the Receipt of the Cashier of the Bank, to discharge the Purchasers.

XVI. And be it enacted, That the Certificate or Certificates of the said Accountant General, under his Hand, together with the Receipt or Receipts of one of the Cashiers of the Bank of *England* to be thereto annexed, and therewith filed in the Register Office of the said Court, of the Payment into the Bank of *England*, by any Purchaser or Purchasers of any of the said Charity Estates and Property hereby authorized to be sold, of his or their Purchase Money or Purchase Monies, or of any Part or Parts thereof as aforesaid, or an Office Copy or Office Copies of any such Certificate or Receipt, shall from Time to Time be and be deemed and taken to be a good and sufficient Discharge, and good and sufficient Discharges, to such Purchaser or Purchasers, and to his or their Heirs, Executors, Administrators, and Assigns, for so much or such Part or Parts of the said Purchase Money or Monies for which such Certificate or Certificates and Receipt or Receipts shall be so given as aforesaid; and after the filing of such Certificate or Certificates and Receipt or Receipts as aforesaid such Purchaser or Purchasers, and his or their respective Heirs, Executors, Administrators, and Assigns, shall be and he and they is and are hereby absolutely acquitted and discharged of and from the same Monies and every Part thereof, and he or they or any of them shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same, or any Part thereof.

Until Purchase of Land, Money arising from Sales to be laid out in the Purchase of Navy, Victualling, or Exchequer Bills.

XVII. And be it enacted, That all and every the Sum and Sums of Money which shall be paid into the Bank of *England*, "*Ex parte* the Purchasers of the Estates of the Blue Coat Charity School in *Birmingham*," or so much thereof as shall not in the first instance be ordered by the Court of Chancery to be applied in or towards Payment of all or any of the Costs, Charges, and Expences herein mentioned, shall in the meantime, and until such Money shall be otherwise applied in pursuance of this Act, be from Time to Time laid out, under the Direction of the said Court, in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Money so laid out in the Purchase of Navy, Victualling, or Exchequer Bills, and the Money received for the same, as they shall respectively be paid off by Government, shall be laid out from Time to Time in the Purchase of other Navy, Victualling, or Exchequer Bills: Provided always, that it shall be lawful for the said Court to make such general or special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in course of Payment as shall be effectual for enabling such Receipt in exchange, and in that Case the Interest of the Bills shall be laid out as herein-before is directed with respect to the Interest of the Bills which may be paid off; and all the said Navy, Victualling, or Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank of *England* in the Name of the Accountant General, and shall there remain until the same shall be ordered to be sold by the said Accountant General for the Purposes hereby authorized, or any or either of them.

XVIII. And

XVIII. And be it enacted, That if the Trustees for the Time being of the said Blue Coat Charity School shall think it expedient so to do, it shall be lawful for them to pull or take down any Messuages and Buildings belonging to the said Blue Coat Charity School (except the said Schoolhouse and Buildings), and to appropriate the Site thereof, or of any Part thereof, for the Site of any new Buildings which may be required for the Purposes of the said School, or for the Enlargement of the existing Buildings, or of the Yards and Play Grounds belonging thereto, or for making any other Addition to the Premises used for the Purposes of the said School, or for the Purpose of forming any intended Street, Square, Circus, or Thoroughfare, or of enlarging the same, or any existing Street, Square, Circus, or Thoroughfare, or for any other Purpose which may be deemed necessary or expedient, and likely to improve any other Parts of the Estates and Property of the said Blue Coat Charity School.

Trustees may take down Buildings for enlarging School Premises, and for other Purposes.

XIX. And be it enacted, That if the Trustees for the Time being of the said Blue Coat Charity School shall at any Time think it expedient that any Messuages or Buildings belonging to the said Charity, or any Part thereof, should be taken down, and either wholly or partially rebuilt, then and in every such Case, and so often as the same shall happen, it shall be lawful for the said Trustees to take down the whole or any Part of such Messuages or Buildings, and on the Site thereof to erect and build such other Messuages or Buildings as the said Trustees shall think expedient and more beneficial to the Charity.

Trustees may take down and rebuild Houses, &c.

XX. And be it enacted, That the Costs, Charges, and Expences to be incurred by the Trustees for the Time being of the said Blue Coat Charity School in carrying into execution any of the Powers and Authorities vested in them by this Act, and not required to be exercised under the Direction or with the Approbation of the Court of Chancery, shall and may be paid and discharged out of any Stocks, Funds, Securities, or Monies belonging to the Charity which the Committee of Management for the Time being shall think fit and proper to be applied in Payment thereof.

Expences of carrying into execution Powers of Act may be paid out of any Monies belonging to the Charity.

XXI. And be it enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order as the Court shall think fit for taxing or settling all Costs, Charges, and Expences incident to and attending or in anywise relating to the applying for, obtaining, and passing this Act, and preparatory thereto, and which shall be incurred in making the several Applications to the said Court in pursuance of this Act, and in investing all or any of the Monies which under this Act shall be invested in Navy, Victualling, or Exchequer Bills, or in the Purchase of Lands and Hereditaments for the Purposes of the said Charity, according to the Directions hereinbefore contained, or otherwise in carrying the Purposes of this Act into complete Execution; and also from Time to Time to make an Order for Payment of all such Costs, Charges, and Expences as aforesaid out of the said Sum of Six thousand nine hundred and fifty-four Pounds Two Shillings and One Penny Three *per Centum* Reduced Bank Annuities standing in the Name of the Accountant General of the

Court of Chancery may make Orders for taxing Costs and paying certain Expences.

the said Court in the Books of the Governor and Company of the Bank of *England*, in trust "The Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation," or out of the Monies which shall be so paid into the Bank of *England*, "*Ex parte* the Purchasers of the Estates of the Blue Coat Charity School in *Birmingham*," or out of the Monies arising by the Sale of any Navy, Victualling, or Exchequer Bills, or Three *per Centum* Consolidated or Reduced Bank Annuities, or Government Securities, as aforesaid, or otherwise out of any other Monies or Securities for the Time being belonging to the said Blue Coat Charity School, or out of the Income of the said Charity Estates, Property, Monies, Stocks, Funds, and Securities.

Court of Chancery may alter Schemes for Appointment of Trustees and Management of Estates.

XXII. And be it enacted, That it shall be lawful for the Court of Chancery from Time to Time to make and approve of any new Scheme or Schemes, Rules and Orders, for the Qualification and Appointment of the Trustees of the Estates and Premises, Monies, Stocks, Funds, and Securities, of the said Blue Coat Charity School, and for the Administration and Management of the said Estates and Premises, Monies, Stocks, Funds, and Securities, or for any of those Purposes, and also from Time to Time to alter or vary any of the said present or future Schemes, Rules, and Orders, and to make others in lieu thereof.

Expences of Act, &c. to be paid out of the Sum of 6,954*l.* 2*s.* 1*d.* Reduced Annuities, and the Residue to be laid out in the Purchase of Land.

XXIII. And be it enacted, That the said Sum of Six thousand nine hundred and fifty-four Pounds Two Shillings and One Penny Three Pounds *per Centum* Reduced Bank Annuities, so standing in the Name of the Accountant General of the said Court of Chancery in the Books of the Governor and Company of the Bank of *England*, in trust "The Company of Proprietors of the *Birmingham* and *Warwick* Junction Canal Navigation," and also the Monies which shall be so paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court, to be placed to his Account there, "*Ex parte* the Purchasers of the Estates of the Blue Coat Charity School in *Birmingham*," shall be respectively applied from Time to Time, under the Direction of the said Court, to the Purposes and in the Manner following; (that is to say,) in paying and discharging all the Costs, Charges, and Expences of and incident to the applying for and obtaining and passing this Act, and the Costs of any Applications which shall be made to the Court of Chancery under or in pursuance of this Act, and which the Court may think fit to order to be paid thereout, and the Costs of paying any Monies into and taking the same out of the Bank of *England*, and of making any Sale or Sales, Exchange or Exchanges, of any Part or Parts of the said Charity Estates and Property, and of making out, evidencing, and supporting the Title thereto, and of approving the Conveyance or Conveyances thereof, and other Deeds relating to any such Sale, Exchange, or Purchase as aforesaid, and all such other Costs, Charges, and Expences incidental to the Objects or Purposes aforesaid, or to the Exercise of any of the Powers of this Act, as the said Court shall direct to be paid or discharged out of the Monies and Funds aforesaid, and not out of the Income of the said Charity Estates, Property, Monies, Stocks, Funds, and Securities; and after making the

several Payments and Disbursements aforesaid the Surplus of the said Bank Annuities, Purchase and other Monies, made applicable to the Purposes aforesaid, shall be laid out and invested, under the Direction of the Court of Chancery, in the Purchase of Freehold Messuages or Tenements, Lands and Hereditaments, within or near the Borough of *Birmingham*, which Messuages or Tenements, Lands and Hereditaments, immediately upon or after the Purchase of the same, shall, under the like Direction of the said Court, be conveyed and assured unto and to the Use of the Trustees for the Time being of the said Blue Coat Charity School, their Heirs and Assigns, to and for the general Uses, Intents, and Purposes of the said Charity.

XXIV. And be it enacted, That in the meantime, and until the said Sum of Six thousand nine hundred and fifty-four Pounds Two Shillings and One Penny Bank Three *per Centum* Annuities shall be sold out and applied in pursuance of and for the Purposes of this Act, the Dividends thereof, or of so much and such Part thereof as shall for the Time being and from Time to Time remain unsold, shall be paid to the Trustees or Trustee for the Time being of the Monies, Funds, and Securities belonging to the said Blue Coat Charity School, as Part of the general Income thereof, and to be applied and disposed of to or for any of the Uses or Purposes to which such Income may for the Time being be applicable.

Until Sale of 6,954*l.* 2*s.* 1*d.* Bank Annuities, Dividends to be applied to the Purposes of the Charity.

XXV. And be it enacted, That if, after answering all the Purposes in the said Schemes and this Act directed to be provided for out of the Income of the said Charity, and also the Purposes of any Scheme or Schemes which shall hereafter be approved of for regulating the Appropriation of the Income of the said Charity, there shall still be a Surplus of such Income, which the Committee of Management shall not think it expedient to invest in the Purchase of Land, or otherwise, in any of the Modes authorized by the said Schemes, then and in every such Case, and so often as the same shall happen, such surplus Income may from Time to Time be applied, in such Manner as the Court of Chancery shall direct, for improving, enlarging, extending, or increasing the said Blue Coat Charity School, or for otherwise promoting the Objects of the said School.

Court of Chancery may direct Application of any surplus Income of the Charity which the Committee of Management may not think it expedient should be invested.

XXVI. And be it enacted, That in all Cases in which the Trustees of the said Blue Coat Charity School are respectively authorized to do any Act under the Direction or with the Approbation of the Court of Chancery, and in all other Cases in which the Direction, Approbation, or Sanction of the said Court shall be necessary under the Provisions of this Act, or of the Schemes hereby confirmed, such Direction, Approbation, or Sanction shall be made and given respectively by Order of the said Court, made in a summary Way upon a Motion or Petition to be made or preferred in a summary Way by or on behalf of the Trustees of the said Blue Coat Charity School, as the Case may require, and it shall also be lawful for the Court of Chancery in like Manner from Time to Time to make such Order or Orders touching the Premises as the said Court shall think fit.

Court of Chancery to make Orders in a summary Way as to Matters directed by this Act.

[*Private.*]

Trustees
may enter
into Con-
tracts.

XXVII. And be it enacted, That, for the Purpose of better enabling the Trustees for the Time being of the said Charity to carry the Powers and Provisions of this Act into execution, it shall be lawful for them to enter into, make, do, and execute all such Contracts, Acts, Deeds, and Assurances as shall reasonably be required or thought proper, and to agree to any Variation in the Terms of any such Contract or Contracts, either as to Price, or in any other respect, and to bring, institute, prosecute, abandon, defend, or submit to any Action, Suit, or Proceeding, at Law or in Equity, for compelling a specific Performance thereof, either as originally entered into, or as varied and according to Circumstances, or any Action at Law for Damages in respect thereof, or to abandon or rescind any such original or varied Contract or Contracts, and release the other Party or Parties therefrom, and at any Time or Times thereafter to proceed with all their original Powers, without being answerable for any Loss or Damage which shall be occasioned by any such Acts as aforesaid.

Contracts
and Agree-
ments may
be executed
by Three of
the Trustees.

XXVIII. Provided always, and be it enacted, That all Appointments, Contracts, Agreements, Releases, Conveyances, Assurances, and other Instruments which may be made or entered into by the Trustees; for the Time being of the said Blue Coat Charity School may be made, signed, and executed by Three or more of such Trustees and any Appointment, Contract, Agreement, Release, Conveyance, Assurance, and other Instrument which shall be made, signed, or executed by Three at least of the said Trustees, shall be as effectual as if the same had been made, signed, and executed by the whole of the Trustees for the Time being.

General
Saving.

XXIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, and their Heirs, Executors, Administrators, Successors, and Assigns, (other than and except *Humphrey Pountney, Samuel Willis, Thomas Paine, William Henry Osborn, Theodore Price, Thomas Moseley, Thomas Welch, Philip Meller Twells, John Smallwood, and John Cope*, and their respective Heirs, Executors, Administrators, and Assigns, and also all and every other Person and Persons, and Corporation and Corporations, whomsoever, to whom any Estate, Right, Title, Term, or Interest whatsoever of, in, to, upon, out of, or concerning the Estates and Premises, Monies, Stocks, Funds, and Securities, comprised, mentioned, or referred to in the Schedule to this Act annexed, or by this Act directed to be held in trust for the Maintenance and Support of the said Blue Coat Charity School, or any of them, or any Part or Parts thereof respectively, or of the Rents, Dividends, Interest, and Profits thereof respectively, or any Benefit whatever from the said Charity Estate, shall have been limited, devised, or bequeathed, or shall have descended or devolved, or shall descend or devolve, under or by virtue of any of the Deeds, Wills, or other Instruments in this Act, or in the Schedule thereto, or either of them, recited or mentioned, or any other Deeds, Wills, or Instruments whatsoever, declaring or containing any Trust in favour of the said Blue Coat Charity School, or under or by virtue of any other Deeds or Instruments in the same

Deeds,

Deeds, or any of them, recited or mentioned, or any of the Uses, Trusts, Limitations, Covenants, or Agreements therein respectively contained, or otherwise howsoever on account thereof,) all such Estate, Right, Title, Interest, Property, Benefit, Claim, and Demand whatsoever of, in, to, or out of the said several Estates and Premises, Monies, Stocks, Funds, and Securities, comprised, mentioned, or referred to in the Schedule to this Act annexed, or any of them, or by this Act directed to be held in trust for the Maintenance and Support of the said Blue Coat Charity School, or any of them, or any Part or Parts thereof respectively, or any of the Rents, Dividends, Interest, or Profits thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

XXX. And be it enacted, That this Act 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.

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

The SCHEDULE referred to by the foregoing Act.

PART I.

No. 1.

In the Parish of Saint Philip in Birmingham ;

Being the Leasehold Estate held under the Indenture of the 6th November 1722, and Portion of the Freehold Estate held under the Indentures of 28th and 29th December 1787, the 9th Day of October 1792, the 1st and 2d July 1788, the 27th September 1792, and the 29th September 1792, Portion also of the Freehold Estate held under the Indenture of the 3d July 1789, and Portion also of the Freehold Estate held under the Indenture of the 25th July 1829.

No. on Map of Charity Estates.	Occupiers.	Description of Property.	Quantities.	Total.
1.	The Master, Matron, and Governess, Assistant Teachers, and the Boys and Girls clothed, maintained, and educated in the said School.	The Messuage and Buildings where the School is conducted, called "The Blue Coat Charity School," situate on the East Side of and fronting to Saint Philip's Churchyard in Birmingham, such Buildings being used as the Residences of the Master of the said School, the Matron and Governess thereof, and of the Assistant Teachers therein, and the Schoolrooms, Hall, Refectory, and Dormitories for the Boys and Girls educated in such School, with Out-offices, Yards, Play-grounds, and Appurtenances.	-	Sq. Yds. 2,130

Note.—The Leasehold Portion of this Estate is subject to the annual Ground Rent of 10s. payable to the Rector for the Time being of Saint Philip's Church.

No. 2.

No. 2.

In the Liberty of Bordesley in the Parish of Aston near Birmingham, called Brookhouse Fields and Slows Moor;

Being the remaining Portions now belonging to the School of the Freehold Estates held under the Will of Elizabeth White, dated the 3d February 1724, and the Indentures of the 14th and 15th May 1745.

No. on Map.	Lessees.	Description of Property.	Quantities.	Total.		
			Sq. Yds.	A.	R.	P.
1.	John Parkes - - -	A Piece of Land, with Messuages and Buildings thereon.	800			
2.	John Wareham - - -	A Piece of Land, with Messuages and Buildings thereon.	311			
3.	Thomas Ward - - -	A Piece of Land, with Messuages and Buildings thereon.	195			
4.	The Company of Proprietors of the Warwick and Birmingham Canal Navigation.	A Piece of Land covered with Water, used as Part of a Reservoir for said Canal.	3,560			
5.	William Ward - - -	A Piece of Land, with Messuages thereon.	294			
			5,160 or	1	0	10½
<u>Occupiers.</u>						
6.	William Palmer - - -	Arable and Pasture Land - - -	A. R. P.			
7.			1 3 35			
8.			0 2 19			
9.			4 3 22			
			2 0 18			
10.	William Ward - - -	Garden Ground - - -	0 0 27	9	2	14
11.	Late Spencer, now various Persons.	10 Gardens - - -	0 2 17			
12.	John Aspbury, Henry Moore, John Moore.	Three Cottages, Outbuildings and Appurtenances, and Gardens.	} 7 1 17			
13.	John Whitehouse and others.	38 Gardens - - -				
14.						
15.						
16.						
17.						
18.	Void (late James Curnin)	Garden Ground - - -	0 0 30			
				8	1	11
19.	Thomas Allen - - -	Meadow Land - - -	3 0 28			
20.		Ditto - - -	0 2 29			
21.		Ditto - - -	2 0 30			
22.		Ditto - - -	0 2 14			
Road laid out over the Meadows - - -				6	2	21
				0	3	19
				26	1	35½

No. 3.

In the Liberty of Bordesley in the Parish of Aston near Birmingham, called Hinds and Birchfields ;

Being the Freehold Estate held under the Indentures of the 20th and 21st October 1731.

No. on Map.	Occupiers.	Description of Property.	Quantities.			Total.		
			A.	R.	P.	A.	R.	P.
1.	William Sumner (late Compton).	Message, Malthouse, Barn, Cow-houses, Stables, Outbuildings and Gardens, and Malthouse Piece.	5	3	16	14	2	21
2.		Hind's Little Meadow, Hind's Moor Meadow, Further Hind's Moor.	5	2	27			
3.		Three-corner Piece - - -	3	0	18			
4.	William Sumner (late John Chattaway).	Four-day Work - - -	4	1	18	26	3	29
5.		Gravel Pit Piece - - -	3	1	19			
6.		Broomy Piece - - -	4	0	30			
7.		The Great Birchfield - - -	8	1	15			
8.		The Little Birchfield (or Townsend's Piece).	4	3	26			
9.	Warwick and Birmingham Canal Company.	Little Meadow (or Townsend's Meadow).	1	3	1	41	2	10
		A perpetual annual Rent-charge of 1 <i>l.</i> 8 <i>s.</i> 4 <i>d.</i> for a Feeder or Water-course through some of the last-mentioned Lands.						

No. 4.

In Monmouth Street (heretofore called Bull Lane) in Birmingham ;

Being the Residue of the Freehold Estates held under the Indentures of the 28th and 29th December 1787, the 9th October 1792, the 1st and 2d July 1788, the 27th September 1792, the 29th September 1792, and the 3d July 1789.

No. on Map.	Occupier.	Description of Property.	Quantities.	Total.
2.	Arthur Charles Emery -	Message, Warehouse, Stable, Outbuildings, Yard, and Appurtenances.	-	Sq. Yds. 198

No. 5.

In Wagstaff's Yard in the Parish of St. Philip in Birmingham ;

Being the Residue of the Freehold Estate held under the Indenture of the 25th July 1829.

No. on Map.	Occupiers.	Description of Property.	Quantities.	Total.
3.	Thomas Bradney, Thomas King, William Broadbent.	Four Messages and Yard.	-	Sq. Yds. 323
	One void Ann Jones	Two Stables, Manure Pit, and Yard.	-	

No. 6.

No. 6.

In the Liberty of Bordesley in the Parish of Aston near Birmingham, called Brickfield or Brick-kiln Piece;

Being the remaining Portion of the Freehold Estate held under the Indentures of the 15th May 1799, the 17th November 1804, and the 16th April 1806, and the Lands held under the Indentures of 8th April 1844 and 25th March 1844.

No. on Map.	Occupiers.	Description of Property.	Quantities.	Total.						
				Sq. Yds.	A.	R.	P.			
1.	Thomas Taylor - -	A Piece of Land, with Messuages and Buildings thereon.	560 or	0	0	18½				
2.	Thomas Yates - -	Land recently levelled and fenced	- - -	2	3	28				
3.	Late Giles Mills - -	Messuage and Yard	- - -	}						
4.	Void - - -	Land	- - -							
5.	Void (late Wakefield) - -	Five Messuages, with Outbuildings, Yard, and void Ground.	- - -				1	0	38	
6.	Harriet Fletcher (late James Curnin).	Messuage, Brewhouse, Malt-room, and Yard.	- - -							
7.	Thomas Byfield - -	Seven Messuages, Yards, and Gardens.	- - -				}			
8.	William Stokes - -		- - -	- - -						
9.	John Worwood, Joseph Harrison, James Heaton, Henry Spinks, Elizabeth Johnson (late Thomas Hodgkinson).		- - -	- - -	0	2				35
10.	Void - - -		Land	- - -	- - -	- - -				- - -
11.	Ditto - - -	Land	- - -	0	0	8				
					5	0	7½			

No. 7.

In the Liberty of Bordesley in the Parish of Aston near Birmingham, heretofore called Callow Close or Callow Field;

Being the remaining Portion now belonging to the School of the Leasehold Estate held under the Indenture of the 30th August 1811.

No. on Map.	Lessees.	Description of Property.	Quantities.	Total.		
				Sq. Yds.	A.	R.
1.	John Hardwidge - -	A Piece of Land, with Messuages and Buildings thereon.	1,880	}		
2.	Joseph Dabbs - -	Ditto	2,844			
3.	Joseph Robinson - -	Ditto	556			
4.	Samuel Lovekin - -	Ditto	2,065			
5.	Thomas Howlett - -	Ditto	875			
6.	Thomas Oseman - -	Ditto	1,347			
7.	William Shakespear and Nathan Shakespear.	Ditto	857			
8.	Charles Newton - -	A Piece of Land, with Messuages and Buildings thereon.	894			
9.	Richard Pollar - -	Ditto	608			
10.	Mary Smith - -	Ditto	978			
11.	John Undrill - -	Ditto	108			
			502			

No. on Map.	Lessees.	Description of Property.	Quantities.	Total.
12.	Thomas Sanders -	A Piece of Land, with Messuages and Buildings thereon.	Sq. Yds. 2,014	A. R. P.
13.	Thomas Brown - -	Ditto - - - -	1,008	
14.	Francis Howlett - -	Ditto - - - -	619	
15.	Walter Swift and Thomas Swift.	Ditto - - - -	858	
16.	Nathan Shakespear -	Ditto - - - -	295	
17.	Charles Wilson - -	Ditto - - - -	480	
18.	John Bancroft - -	Ditto - - - -	970	
19.	John Oseman - -	Ditto - - - -	1,520	
20.	Henry Pershouse -	Ditto - - - -	309	
21.	Void (late William Fowler)	Ditto - - - -	3,391	
22.	John Mash and Joseph Mash.	Ditto - - - -	1,180	
23.	Charles Smith - -	Ditto - - - -	4,160	
24.	William Pearman - -	Ditto - - - -	740	
25.	Thomas Wilkes - -	Ditto - - - -	820	
26.	Joseph Freeman - -	Ditto - - - -	1,150	
27.	John Mash - -	Ditto - - - -	972	
28.	William Fowler - -	Ditto - - - -	1,782	
29.	William Palmer - -	Ditto - - - -	474	
30.	William Fowler - -	Ditto - - - -	660	
			36,916 or - -	7 2 20

N.B.—This Estate is subject to an annual Ground Rent of 137*l.* 14*s.* 4*d.*, payable to the Trustees of Lench's Charity.

No. 8.

In the Parish of Birmingham, formerly Part of Fearney Fields ;
Being the Freehold Estate held under the Indenture of 26th April 1824.

No. on Map.	Lessees.	Description of Property.	Quantities.	Total.
1.	John Smith - -	A Piece of Land, with Messuages and other Buildings thereon.	Sq. Yds. 750	A. R. P.
2.	Same - - - -	Ditto - - - -	550	
3.	William Pursall - -	Ditto - - - -	1,550	
4.	Joseph Taylor - -	Ditto - - - -	800	
5.	Richard Hickman - -	Ditto - - - -	1,400	
6.	Thomas Onion - -	Ditto - - - -	325	
7.	John Gettliffe - -	Ditto - - - -	780	
8.	Daniel Sanders - -	Ditto - - - -	550	
9.	Thomas Fletcher - -	Ditto - - - -	1,160	
			7,865 or	1 2 20

No. 9.

In the Parish of Birmingham, formerly Part of Fearney Fields ;
Being the Freehold Estate held under the Indenture of 20th January 1825.

No. on Map.	Occupiers.	Description of Property.	Quantity.	Total.
10.	Void - - -	Land uninclosed - - -	Sq. Yds. 2,982 or - -	A. R. P. 0 2 18½

No. 10.

At Gibb Heath in the Parish of Birmingham, heretofore Part of the Common Land ;
Being the Freehold Estate (formerly Leasehold) held under the Indenture of the 16th May 1795, and the Act of Parliament 38 Geo. 3., and the Award of 27th May 1802.

No. on Map.	Lessee and Occupiers.	Description of Property.	Quantities.	Total.
1. } 2. }	John Ottley - - - {	Two Pieces of Land, with Messuages and Buildings thereon.	Sq. Yds. 15,642 or -	A. R. P. 3 0 37
3.	Thomas Pachtou, Henry Eldershaw, James Price, David Simmonds.	Garden Ground - - -	3,743 or -	0 3 3½
				4 0 0½

No. 11.

In the Hamlet of Duddeston in the Parish of Aston near Birmingham ;
Being a Leasehold Estate purchased out of the general Funds of the Charity.

No. on Map.	Lessees and Occupiers.	Description of Property.	Quantity.	Total.
1.	John Parsons - - -	A Piece of Land, with Messuages and Buildings thereon, in Windsor Street and Wharf Street.	- - -	Sq. Yds. 517
2.	Thomas Savage - - -	Ditto in Windsor Street - - -	- - -	375
3.	Joseph Greaves - - -	Ditto in Great Brooke Street - - -	- - -	852
4.	Samuel Foster - - -	Ditto in Great Brooke Street and Windsor Street.	- - -	278
5.	John Inston - - -	Ditto in Great Brooke Street - - -	- - -	256
6.	Henry Halford - - -	Ditto in Windsor Street - - -	- - -	315
7.	William Morris - - -	Ditto in Passage leading out of Wharf Street.	- - -	313
8.	Samuel Lawrence - - -	Public House, Outbuildings, and Yard in Great Brooke Street.	- - -	126
9.	Same - - -	House in Great Brooke Street - - -	- - -	270
10. {	Thomas Taylor - - -	House, Yard, and Outbuildings in Windsor Street.	- - -	150
	Same - - -	Back House in Yard - - -	- - -	

[Private.]

No. on Map.	Lessees and Occupiers.	Description of Property.	Quantity.	Total.
11.	William Taylor - -	House, Yard, and Outbuildings in Windsor Street.	- - -	<i>Sq. Yds.</i> 158
12.	Thomas Bartleet -	House and Outbuildings in Windsor Street.	- - -	106
13.	Thomas Llewellyn -	Ditto - Ditto - -	- - -	106
14.	Void - - -	Land in Wharf Street - -	- - -	2,370
15.	Passage from Wharf Street -	- - - - -	- - -	462
				6,654
			or - -	A. R. P. 1 1 20

This Estate is subject to an annual Ground Rent of 16*l.*, and also to a Mortgage of 400*l.* to John Arnold.

PART II.

The Sum of Two Pounds per Annum bequeathed by the Will of Benjamin Salusbury, dated on or about the 20th Day of June 1726, payable on the First Day of November and the 5th Day of June in every Year out of certain Lands at Ladywood in the Parish of Birmingham.

The Sum of Two Pounds per Annum bequeathed by the Will of Thomas Duncombe, dated on or about the 19th Day of September 1729, and charged on certain Messuages and Hereditaments in Temple Row in Birmingham aforesaid.

The Sum of Four Pounds Fourteen Shillings and Two-pence per Annum, being the Interest arising from One Fifth Part of the Sum of Eight hundred Pounds, being the Personal Estate of John Hammond, deceased, bequeathed by his Will dated on or about the 20th Day of April 1785.

This Sum of Eight hundred Pounds was invested on Mortgage at Five Pounds per Centum Interest until the Year 1844, and produced to the School Eight Pounds per Annum. The Mortgage being paid off, the Principal Money of Eight hundred Pounds is placed by the Trustees under the Will of the said John Hammond in the Hands of their Bankers, at Two and a Half per Centum Interest, until a safe Investment on Mortgage can be found. The Share of Interest received by the School upon the present Investment is Four Pounds Fourteen Shillings and Two-pence per Annum.

PART III.

Six hundred Pounds Three Pounds per Centum Consolidated Bank Annuities lately standing in the Names of Matthias Attwood, Isaac Spooner, and Samuel Horton; Eight hundred and forty Pounds and Five hundred Pounds New Three and a Quarter per Centum Bank Annuities lately standing in the Names of the said Matthias Attwood, Isaac Spooner, and Samuel Horton; Four hundred Pounds Three per Centum

Centum Consolidated Bank Annuities lately standing in the Names of Matthias Attwood and Henry Spooner; One thousand Four hundred Pounds New South Sea Annuities lately standing in the Names of the said Matthias Attwood, Isaac Spooner, and Samuel Horton.

The Sum of Two hundred and seventy-three Pounds Seventeen Shillings and Two-pence, being the Principal and Interest due on an Account stated up to the 31st Day of July 1844 on a Mortgage of certain Leasehold Messuages, Outbuildings, and Yards situate in Bordesley in the Parish of Aston near Birmingham, granted by an Indenture, dated the 1st Day of November 1827, by one John Parkes to Samuel Bodell (since deceased), William Henry Osborn, and Henry Parker (since deceased), Trustees for the said School, and who have for several Years been in possession of the said mortgaged Premises, and receipt of the Rents and Profits thereof.

Six thousand nine hundred and fifty-four Pounds Two Shillings and One Penny Three Pence per Centum Reduced Bank Annuities standing in the Name of the Accountant General of the High Court of Chancery, "Ex parte the Company of Proprietors of the Birmingham and Warwick Junction Canal Navigation," invested on the 14th Day of January 1842, pursuant to an Order of the said Court, dated the 8th Day of December 1841, in the Matter of the Trustees of the Blue Coat Charity School Estates in Birmingham, and being the Produce of the Sum of Six thousand two hundred and fifty Pounds, the Purchase Money of certain Hereditaments sold by the said Trustees of the Blue Coat Charity School to the said Company of Proprietors of the Birmingham and Warwick Junction Canal by virtue of the Powers contained in an Act of Parliament passed in the Third Year of the Reign of Her present Majesty Queen Victoria, intituled "An Act for making and maintaining a navigable Cut or Canal connecting the Warwick and Birmingham Canal with the Birmingham Canal, commencing by a Junction with the Warwick and Birmingham Canal in the Hamlet of Bordesley in the Parish of Aston-juxta-Birmingham in the County of Warwick, and terminating by a Junction with the Birmingham Canal near Salford Bridge in the same Parish."

H. M. Griffiths.

Leonard Caldicott.

