

dules hereto annexed as aforesaid, together with all particular or intermediate estates in the same.

"5. That such last-mentioned aggregate purchase money or sum of three thousand six hundred pounds be provided, so far as may be practicable, by appropriating towards the payment thereof the sums of three thousand pounds and nine hundred and thirty-eight pounds eighteen shillings hereinbefore mentioned, and that the deficiency be supplied out of the monies to be raised as herein-after recommended and proposed on mortgage of the revenues of the said bishopric.

"6. That it shall be lawful for the said bishop to borrow, and for the governors of the bounty of Queen Anne to lend, any sum not exceeding the sum of four thousand pounds (being a sum not exceeding two years' income of the see of Chester), upon the security of the revenues of the same see, and that such sum shall be paid to us by the said governors, and that the same, or such portion or portions thereof as may be necessary, shall be applied by us at such times and in such manner as shall appear to us to be expedient, in manner following, that is to say:—firstly, in providing so much of the purchase-monies lastly hereinbefore mentioned as shall not be otherwise provided as hereinbefore mentioned; and, secondly, in defraying at such times and in such manner as shall appear to us to be expedient, the costs of all repairs, alterations (constructive or destructive), and improvements which, in our opinion, are or may be necessary for effecting, according to plans and a specification to be approved by us, such conversion of the said dwelling-house and premises into one fit and sufficient episcopal house of residence for the bishop of the said see of Chester for the time being.

"7. That the said mortgage to be effected as hereinbefore recommended and proposed by the said William, Bishop of Chester, shall be made by deed for the term of thirty-five years, or until the said sum of four thousand pounds, with the interest for the same, and all costs and charges which may attend the recovery thereof, shall be fully paid and satisfied, and that such principal sum shall be repaid with interest, in manner following, that is to say:—from and after the expiration of the first year of the said term, computed from the day of the date of the mortgage (in which year no part of the said principal sum shall be repayable), the said bishop, or his successors, shall yearly and every year pay to the said governors, their successors or assigns, one thirtieth part of the said principal sum until the whole thereof shall be repaid, and shall at the end of the first and each succeeding year pay interest at the rate of four pounds per centum per annum on the said principal sum, or on so much thereof as shall from time to time remain unpaid; and if and when it shall happen that the principal and interest directed to be paid as hereinbefore-mentioned shall be in arrear and unpaid for the space of forty days after the same shall become due it shall and may be lawful for the said governors, their successors and assigns, to recover the same, and the costs and charges attending the recovery thereof by distress and sale, in the like manner as rents may be recovered by landlords or lessors from their tenants by the laws in force at the time of such distress and sale, and that such mortgage deed shall be in the form and to the effect to be approved by us, and shall bind the mortgagor, the said William, Bishop of Chester, and his successors, until the principal money and interest, costs and charges, secured or intended to be secured by such mortgage deed shall have been paid off and discharged.

"8. That the receipt of our joint treasurers, for the time being, endorsed on the deed for effecting the said mortgage of four thousand pounds, shall be a good and sufficient discharge to the said governors and their successors for the same sum of four thousand pounds, and that accordingly the said governors and their successors shall not be bound or required to see to the application thereof.

"9. That he the said William, Bishop of Chester, or other the Bishop of Chester, for the time being, shall, at his personal charge and expense, insure and keep insured from loss or damage by fire the said dwelling-house and premises, with their appurtenances, as and when the same shall have been altered and improved as hereinbefore-mentioned, such insurance being effected in one of the public offices of assurance in London or Westminster, for a sum of not less five thousand pounds; and that such bishop shall, within fourteen days after any premium for such insurance shall have become payable, deliver to us the receipt for the same, and that in case of any loss or damage by fire to the said house, any and every sum of money receivable under such insurance shall become and be payable and be paid to and deposited with us, in trust, to be applied. And we recommend and propose that the same, together with any interest and accumulations thereof, shall be applied by us towards the rebuilding or repairing and reinstating of the said house, or of any part thereof, which may have so suffered loss and damage, in such manner as shall be determined on by us with the concurrence of the Bishop of Chester for the time being.

"And lastly, we recommend and propose that nothing herein contained shall prevent us from recommending and proposing any other measures relating to the matters aforesaid, or any of them, in conformity with the provisions of the said Acts, or of either of them, or of any other Act or Acts of Parliament.

The FIRST SCHEDULE to which the foregoing Scheme has reference.

"All that messuage or dwelling-house, commonly called and known as the Episcopal Palace of Chester, with the out-offices, garden, and appurtenances thereto belonging, situate in the city of Chester, and adjoining to and on the south side of Abbey-square, in the same city, and also adjoining to the cathedral church of Saint Werburgh, in the same city and within the precincts of the said cathedral church.

The SECOND SCHEDULE to which the foregoing Scheme has reference.

"All that messuage or dwelling-house, commonly called or known by the name of Dee Side House, with the offices, stable, out-buildings, garden, and appurtenances thereto belonging, situate in the parish of Saint John the Baptist, in the city of Chester, and now or late in the occupation of Mrs. Atcherley.

The THIRD SCHEDULE to which the foregoing Scheme has reference.

"All that messuage or dwelling-house, commonly called or known by the name of the Archdeacon's House, with the offices, out-buildings, garden, and appurtenances thereto belonging, situate in the parish of Saint John the Baptist, in the city of Chester, and now or late in the occupation of Mrs. Gardner.