

And notice is hereby given, that any person, body of persons, or body corporate, authorized in that behalf by the said Act, may, within two months after the publication of this notification, petition His Majesty in Council to withhold His approval from the whole or any part of the said Scheme.

SCHEME FOR FURTHER AMENDING AND ALTERING THE SCHEME APPROVED BY ORDER IN COUNCIL OF THE 12TH DAY OF FEBRUARY, 1876, FOR THE REMOVAL OF SHREWSBURY SCHOOL FROM ITS ACTUAL SITE.

Whereas by the Public Schools Act, 1868, 31 and 32 Vict., c. 118, it is *inter alia* enacted as follows:—

Section 25. Any Scheme authorized to be made under this Act may contain all powers and provisions that may be thought expedient for carrying into effect its objects; and where any scheme authorizes the purchase or acquisition of any lands there shall be deemed to be incorporated with such scheme "The Lands Clauses Consolidation Act, 1845," with the exception of the provisions relating to the purchase of lands otherwise than by agreement and of the provisions relating to entry upon land to intersected lands, and to the recovery of forfeitures, penalties, and costs, and of the provisions relating to access to the special Act.

Section 26. The new Governing Body of Shrewsbury School may, if they deem it expedient, at any time after the passing of this Act, lay a scheme before Her Majesty in Council for the removal of the school from its actual site to some other place, and may provide in such scheme for the sale or mortgage of any property belonging to or held in trust for such school and for its appropriation to building or other purposes with power to suspend any Scholarships or Exhibitions payable out of such property and for the purchase of other property and for the erection of new buildings on the property so purchased and generally for all matters (including the sale of any surplus property that may be purchased, and the investment of the money which may be produced by such sale) required to effect such removal in a convenient manner to the same extent as if such Governing Body were the absolute owners of any property they may be dealing with under this section as purchasers, vendors, or otherwise; and any such scheme shall be subject to the same provisions and if approved shall take effect and be subject to alteration in the same manner as Statutes made by a Governing Body, provided, firstly that any scheme made under this section before the expiration of the powers by this Act conferred on the Special Commissioners shall be approved of by them before being laid before Her Majesty in Council; secondly, that the power of making a scheme under this section shall not pass to the Special Commissioners or cease after the first of January, one thousand eight hundred and seventy, or such further time as may be determined by Her Majesty as hereinafter mentioned, but shall continue vested in the New Governing Body of the said school; thirdly, that the school shall not be removed to any site exceeding in distance three miles measured in a straight line from the market place in Shrewsbury.

And whereas divers other Acts of Parliament have since been passed, continuing and enlarging the powers conferred by the

above mentioned Act; and, in particular, it was by the second section of the Public Schools Act, 1869, enacted that "Any Governing Body established for any of the schools to which the said Act (meaning the said Public Schools Act, 1868) applies shall, as in the case of Westminster School, be a body corporate, with perpetual succession and a common seal, and with power to hold lands for the purposes of the school for which it is established, without licence of mortmain."

And whereas the Governing Body of Shrewsbury School did on the twenty-first day of August, one thousand eight hundred and seventy-five propose (by virtue and in pursuance of the powers above mentioned) a scheme for the removal of the said School in the terms following, that is to say:—

1. With a view to the removal of Shrewsbury School from its actual site the Governing Body may purchase the messuages, buildings, and several pieces of land situate at Kingsland, near Shrewsbury, and more particularly described in the schedule hereto (that is to say, in the Schedule to the Scheme now being recited), and delineated upon the map or plan thereof annexed hereto (that is to say, to the Scheme now being recited), and thereon coloured pink, which messuages and land are delineated on the plan annexed hereto, and thereon coloured pink.

2. The Governing Body may appropriate the said pieces of land or such part thereof as they may deem necessary for the use of the school, and may either alter and adapt to the purposes of the school any of the existing buildings on the said pieces of land or may pull down the existing buildings thereon, or any of them, and erect such new buildings thereon as they may deem requisite for the use of the school (including residences for the Masters), and may lay out any further part of the said land as a playground for the Scholars, or gardens for the Masters, or any like purposes.

3. With a view to the erection of residences for the Assistant Masters, and of Boarding Houses, the Governing Body may grant building leases of any part or parts of the said pieces of land, subject to the following restrictions (that is to say):—

(I.). No such lease shall be for any longer term than 99 years, to take effect in possession, or within 6 calendar months after the making of the demise.

(II.). The rents to be reserved shall be the best yearly rents that can reasonably be obtained without the payment of any fine or premium, but a peppercorn rent, or any rent less than the rent ultimately made payable, may be made during the first two years of the term.

(III.). The lessee shall covenant to erect on the land demised within a reasonable time, not exceeding two years after the date of the lease, a suitable residence for an Assistant Master, with proper offices and outbuildings, either with or without accommodation for boarders as the case may be.

(IV.). Every such lease shall contain a proviso for re-entry on non-payment of the rent reserved, or non-performance or non-observance of the covenants contained in the lease.

4. As soon as, in the opinion of the Governing Body, the new site shall be ready, the school shall be removed to such new site; and there-