

nine hundred and seventeen, and made between the said Cyril Argentine Alington, Walter Dodsworth Haydon, and Cuthbert William Mitford of the one part, and the Governing Body of the other part it was agreed and declared that the said Cyril Argentine Alington, Walter Dodsworth Haydon, and Cuthbert William Mitford, their executors, administrators and assigns should stand possessed of the said leasehold premises for all the residue of the term, estate and interest granted therein by the said lease (subject to the rent covenants and conditions therein reserved and contained) in trust for the Governing Body. And the said Cyril Argentine Alington, Walter Dodsworth Haydon, and Cuthbert William Mitford thereby covenanted and agreed to assign the said premises to the Governing Body or to such person or persons at such time and in such manner as the Governing Body should appoint subject to the said rents, covenants and conditions. And whereas the acquisition by the Governing Body of the said Leasehold Premises is highly desirable in the interest of the said School as the house is adapted for the purpose of a residence of assistant Masters at the said School. And whereas it is apprehended that the Governing Body had not power to acquire the said Leasehold premises under or by virtue of the said declaration of trust or otherwise. And whereas at the present day it is difficult and often impossible to borrow money at so low a rate as five pounds per cent. per annum, and accordingly it is desirable that there should be some relaxation in the requirement as to the rate of interest contained in Clause 6 of the original scheme.

The Governing Body of Shrewsbury School do hereby propose by virtue of and in pursuance of the powers above mentioned to alter the original scheme as follows, that is to say:

1. The Original Scheme shall throughout be read and construed as though

(a) The messuage land and hereditaments described in the first Schedule hereto and delineated and coloured orange on the plan annexed hereto

(b) And the said Leasehold premises described in the said second Schedule hereto and delineated and coloured brown on the said plan annexed hereto

had been respectively described in the schedule to the said original Scheme and delineated on the plan thereto annexed and thereon coloured pink. And in particular that the said agreement of the said thirtieth day of January, one thousand nine hundred and twenty, and the carrying into effect thereof and the adoption by the said Indenture of the ninth day of July, one thousand nine hundred and seventeen by the Governing Body of the acquisition by the said Cyril Argentine Alington Walter Dodsworth Haydon and Cuthbert William Mitford of the said lease of the eleventh day of September, one thousand nine hundred and eleven, and the erection of the messuage thereon in manner aforesaid and the carrying into effect of the said adoption and Indenture by assignment of the said Leasehold premises to the Governing Body may respectively be deemed to have been authorized by the said original scheme.

2. The said original scheme shall be read and construed as though it had by Clause 6 provided that no moneys should be borrowed by the Governing Body on Mortgage of any part

of the property of the School to be effected under Article 5 at any higher rate of interest than six per cent. or such higher rate as the current Bank rate for the time being may be.

THE FIRST SCHEDULE above referred to:

All that messuage or dwelling-house with the gardens, pleasure-grounds and appurtenances thereto belonging commonly known as "St. Leonards Lodge," but formerly known as "Walton Place," and containing by admeasurement 1,615 square yards or thereabouts, and also all that plot, piece or parcel of ground adjoining thereto having a frontage of 202 feet to a road called Canonbury and containing 3,055 square yards or thereabouts. And also all that piece or parcel of land adjoining to the said messuage and the said piece or parcel of land lastly before described and reaching to the River Severn and containing by admeasurement 2a. Or. 31p. or thereabouts the whole of which said messuage lands and premises are contiguous or adjoining and are bounded on the north-east side by the River Severn, on the south by the road called Canonbury, and on the south-west and west sides by lands of the Governing Body, and on the east by a strip of land belonging to the Kingsland Bridge Company and property belonging to the said Gladys Mary Milnes, and are situate in the Borough of Shrewsbury, and are more particularly delineated on the plan annexed hereto and thereon coloured orange, together with a right of footway for all purposes through the grounds of the adjoining property as shown on the said plan, and a right of way for all purposes with or without horses or other animals, carriages, carts or other vehicles as heretofore enjoyed over the piece of land between the points marked A and B on the said plan from or to the Kingsland Bridge Road, but subject to the payment of the authorized tolls to the Kingsland Bridge Company for passing over their property.

THE SECOND SCHEDULE above referred to:

All that piece or parcel of land situate at Kingsland in the Parish of St. Julian in the Borough of Shrewsbury, and lying to the south of the Upper Road constructed by the Mayor, Aldermen, and Burgesses of the Borough of Shrewsbury and having a frontage to the said road of 91.3 feet or thereabouts and a frontage to the cross roads on the east side of 155 feet which said piece or parcel of land formed part of the property of the Mayor, Aldermen and Burgesses of the Borough of Shrewsbury known as "The Kingsland Estate," and contains by admeasurement 1,566 square yards or thereabouts. All which said piece or parcel of land is together with the boundaries and abutments thereof and the position of the said road more particularly described and delineated on the plan drawn on the back of the said Indenture of lease of eleventh day of September, one thousand nine hundred and eleven and therein coloured pink, and on the plan annexed hereto and therein coloured brown. Together with the appurtenances. And together with full and free right of passage and way for all purposes with or without horses, cattle, carts and carriages to and from the said piece or parcel of ground over and upon all roads made or to be made for the accommodation of the owners or occupiers of the said estate of the said Mayor, Aldermen and Burgesses. And together with full right of pas-