ANNO PRIMO & SECUNDO

VICTORIÆ REGINÆ.

Cap. 35.

An Act for enabling the Governors of the Possessions, Revenues, and Goods of the Free Grammar School of the Parishioners of the Parish of *Saint Saviour* in *Southwark* in the County of *Surrey* to sell the old School and Schoolhouse and the Site thereof; and also for enabling the Right Reverend *Charles Richard* Lord Bishop of *Winchester* and his Lessees to grant to the said Governors another Site for the Purpose of a more convenient School and Schoolhouse and proper Offices being erected thereon.

[16th *August* 1838.]

Indenture of Lease, dated 31st May 1562.

WHEREAS by an Indenture dated the Thirty-first Day of *May* One thousand five hundred and sixty-two, and made between *Mathew Smythe* of the Parish of *Saint Saviour* in *Southwark* in the County of *Surrey*, Innholder, of the one Part, and *Thomas Cure*, *Richard Ryall*, *John Oliff*, *Thomas Pulter*, *Thomas Bill*, and *William Browker*, Governors of the Possessions, Revenues,

and Goods of the Free Grammar School of the Parishioners of the Parish of *Saint Saviour* aforesaid, of the other Part, it was witnessed, that the said *Mathew Smythe*, in consideration of the Sum of Forty Pounds paid to him by the said Governors, Parties thereto, did demise, grant, and to farm let unto the said Governors, Parties thereto, and their Successors, all that Messuage or Tenement then commonly called or known by the Name of the New Schoolhouse, with the Garden and Appurtenances, set, situate, lying, and being in the Parish aforesaid, nigh unto the Parish Church there, and which then late were in the Tenure or Holding of one *John Sackville* Esquire, and wherein *Christopher Hockland*, Schoolmaster of the School aforesaid, then dwelt, containing the Rooms therein-after particularly written, (that is to say,) one Hall with a Chimney in the same, one fair Parlour, one little Buttery, one Kitchen with a Chimney in the same, one great Warehouse, one Coalhouse, one great Cellar vaulted and arched with Stone, one large Chamber, a Loft with a Chimney in the same next over the said Parlour, and wherein the Scholars of the School aforesaid usually sat and were taught, one Chamber over the said Warehouse, one Chamber with a Chimney in it, being next over the said Hall, one other Chamber next over the said Kitchen, a great Widraught or Privy with a large Entry leading to the same, one great large Vault belonging and used to and with the same Widraught or Privy, and the aforesaid Garden contained in Length Eighteen Yards of Assize, and in Breadth Seventeen Yards of Assize, at that End of the said Garden which is next the Parish Church aforesaid, and Fifteen Yards of like Assize in Breadth at the other End of the said Garden, all and singular which said demised Premises were Part and Parcel of the Capital Great Messuage or Tenement Inn sometime called *Cobbam's* Inn, and then commonly called or known by the Name and Sign of the *Green Dragon*, wherein the said *Mathew Smythe* then dwelt, within the Parish aforesaid; and also the same *Mathew Smythe* likewise, for the Consideration aforesaid, did demise, grant, betake, and to farm let unto the said Governors and their Successors and Assigns frank and free Ingress, Egress, Regress, Course, Licence, and Liberty to pass, go, and come into the said demised Kitchen through the Yard of the said Capital Messuage or Tenement Inn then called the Sign of the *Green Dragon*, at all Times daily in the Winter Time during the Term thereunder written, between the Hours of Six of the Clock in the Morning and Six of the Clock in the Evening, and at all Times daily in the Summer Time during the same Term between the Hours of Seven of the Clock in the Morning and Seven of the Clock in the Evening; and also like Easement and Liberty to convey any manner of Goods, Wares, Stuff, and other Things whatsoever through the Yard and Houses then belonging to the said *Mathew Smythe*, into and from the aforesaid Cellar at all Times daily during the said Term thereunder written between the like Hours abovesaid, together also with frank and free Course, Easement, Passage, and Liberty for all manner of Water to to pass out of and from the said demised Kitchen into the said Yard at all Hours and Times during the same Term thereunder written, to hold the same unto the said Governors and to their Successors and Assigns from the Day of the Date thereof for the Term of One thou-

sand Years thence next ensuing, without Impeachment of Waste, yielding and paying therefore yearly during the said Term unto the said *Mathew Smythe*, his Heirs or Assigns, Eighteen-pence, at the Feast of the Nativity of *Saint John Baptist*, only if it should be by the said *Mathew Smythe*, his Heirs or Assigns, of the said Governors, their Successors or Assigns, at the chief Fore Doors of the said Messuage then called the New Schoolhouse lawfully demanded: And whereas by Letters Patent or Charter bearing Date the Fourth Day of *June* in the Fourth Year of the Reign of Queen *Elizabeth*, *Thomas Cure*, *Richard Ryall*, *John Oliff*, *Thomas Pulter*, *Thomas Bill*, and *William Browker*, Inhabitants of the Parish of *Saint Saviour* aforesaid, were constituted a Corporation, with perpetual Succession, and with a Common Seal, by the Name of "The Governors of the Possessions, Revenues, and Goods of the Free Grammar School of the Parishioners of the Parish of *Saint Saviour* in *Southwark* in the County of *Surrey*," and were thereby empowered to have and acquire Manors, Messuages, Lands, Tenements, Rectories, Tithes, and other Hereditaments, of what Nature or Kind soever, within the Kingdom of *England* or elsewhere within Her Majesty's Dominions, provided they were not held of Her Majesty, Her Heirs or Successors, immediately in chief, and did not exceed the clear Annual Value of Forty Pounds; and it was by the said Letters Patent or Charter ordained that the Rents and Revenues of the said Hereditaments should be applied towards the Maintenance of the Schoolmaster and Usher of the said School for the Time being, and towards the sustaining and maintaining of the House and Buildings of the same School, and of the Lands, Tenements, and Possessions aforesaid, and not otherwise, or for any other Uses or Purposes: And whereas the School and Schoolhouse now standing upon the Ground comprised in and demised by the said recited Indenture of Lease are in a very dangerous and dilapitated State, and would require a very large Sum of Money to be expended thereon, in order to put them into a proper State of Repair: And whereas the public Market called the Borough Market has been extended to and now adjoins the said School and Schoolhouse, and very great Annoyance and Inconvenience are occasioned thereby to the said School and to the Schoolmaster and his Family, Occupiers of the said Schoolhouse: And whereas *John Clutton*, *Frederick Perkins*, *Henry Perkins*, *Charles Pott*, *William Pott*, and *Thomas Bulcock Burbidge* are the present Governors of the Possessions, Revenues, and Goods of the said Free Grammar School, and are possessed of or well entitled to the Sum of Two thousand one hundred Pounds Three *per Centum* Consolidated Bank Annuities, which has arisen from Accumulations made of the Revenues of the said Free Grammar School, and is now standing in the Names of the said *John Clutton*, *Henry Perkins*, *Frederick Perkins*, and *Charles Pott*, in the Books of the Governor and Company of the Bank of *England*: And whereas by Articles of Agreement bearing Date the Sixteenth Day of *June* One thousand eight hundred and thirty-eight, and made between the said present Governors of the said Free Grammar School on the one Part, and *William Hickman*, *John Crawford*, *John Allsop*, *Edward Sells*, *Andrew Clark*, *Miles Burkitt*, and *William Cox*, Inhabitants

Letters Patent, dated 4th June, 4th Elizabeth, incorporating the Governors of the Grammar School.

Agreement, dated 16th June 1838, between the Governors and the Trustees of the Borough Market, for

the Sale of the old Schoolhouse and Premises.

tants of the Parish of *Saint Saviour* in *Southwark* in the County of *Surrey*, for themselves, and *John Herd*, *William Samuel Hinton*, *John Friend*, and *George Davis*, Churchwardens, *Frederick Parkes*, *William Cosier*, *Joseph William Holland*, *George Restler*, *John Cooper Doggett*, *James Drewett*, *Robert Gray*, and *George West*, Overseers of the Poor, and *John Ellis*, *James Blackett*, *John Wild* the elder, and *Arnold Goodwin*, Inhabitants, Trustees of the Borough Market in the Parish of *Saint Saviour* in the Borough of *Southwark* in the said County of *Surrey*, on the other Part, after reciting the said Letters Patent or Charter and the said Indenture of Lease of the Thirty-first Day of *May* One thousand five hundred and sixty-two, and that the said Governors were about to apply to Parliament for an Act to enable them or their Successors to take a Grant of Land whereon to erect a new Schoolhouse and other Buildings, and to sell and dispose of the Premises comprised in the said therein and herein before recited Indenture of Lease, the said Governors, for themselves and their Successors, did thereby agree to sell, and the said *William Hickman*, *John Crawford*, *John Allsop*, *Edward Sells*, *Andrew Clark*, *Miles Burkitt*, and *William Cox*, for themselves and the other Trustees, Parties thereto, did thereby agree to purchase the Piece or Parcel of Land, and the Schoolhouse and Messuage or Tenement used as the Schoolmaster's House, and all other the Erections and Buildings thereon erected and built, as the same are described in the Plan or Ground Plot drawn in the Margin of the Agreement now in recital, as the same are now used for the Purposes of the said Free Grammar School, and are now in the Occupation of the Reverend *Lancelot Sharpe*, the Head Master thereof, together with all Easements, Advantages, and Appurtenances thereto belonging, being the Premises comprised in and demised by the said Indenture of Lease, for all the Residue of the said Term of One thousand Years, subject to the said reserved yearly Rent of Eighteen-pence to grow due subsequently to the Completion of the said Purchase, and also subject to the Proviso or Condition therein-after contained, at or for the Price or Sum of Two thousand two hundred and fifty Pounds; and the said Governors thereby agreed to use their utmost Endeavours to obtain an Act of Parliament for the Purposes aforesaid, and that when the said Act should have been obtained they the said Governors would forthwith proceed with the Erection of the said New Schoolhouse and other Buildings, and would, upon receiving the said Sum of Two thousand two hundred and fifty Pounds, execute an Assignment of the said Premises for the whole of the then Residue of the aforesaid Term of One thousand Years granted by the said therein and herein before recited Indenture of Lease, subject to the said Rent reserved by the same Lease, and upon the Completion of the said New School and Schoolhouse fit for Habitation and Use deliver up the Possession of the said Premises unto the said Churchwardens, Overseers, and Inhabitants, Trustees of the Borough Market aforesaid, or their Successors, Trustees of the said Market for the Time being; and by the reciting Articles of Agreement it was provided and declared to be a Condition thereof, that if the said Governors should fail in obtaining such Act of Parliament as aforesaid, then the Contract and Agreement therein-before contained should be void and

of

of no Effect: And whereas the Lord Bishop of *Winchester* for the Time being is the Visitor of the said Free Grammar School: And whereas the Piece or Parcel of Ground comprised in and demised by the Indenture of Lease next herein-after recited is Part of the Fee Simple Estates of and belonging to the See of *Winchester*: And whereas by an Indenture of Lease, with Livery of Seisin indorsed thereon, bearing Date the Sixth Day of *April* One thousand eight hundred and twenty, and made between the Honourable and Right Reverend *Brownlow* Lord Bishop of *Winchester* of the one Part, and *Robert Pott* and *Arthur Pott*, therein described, of the other Part, it was witnessed, that the said Lord Bishop, Party thereto, did for himself and his Successors demise, grant, set, and to farm let unto the said *Robert Pott* and *Arthur Pott* the Pieces or Parcels of Ground therein particularly described, and including the Piece or Parcel of Ground described in the Schedule to this Act, to hold the same with the Appurtenances unto the said *Robert Pott* and *Arthur Pott*, their Heirs and Assigns, from the making thereof, for and during the natural Lives of *Arthur Pott* the younger, *William Pott* the younger, and *John Allnutt* the younger, therein described, and the Life of the longest Liver of them, at and under the yearly Rent, Covenants, and Agreements therein reserved and contained, and on the Part of the said *Robert Pott* and *Arthur Pott*, their Heirs and Assigns, to be paid, observed, and performed: And whereas by Indenture dated the Seventeenth Day of *June* One thousand eight hundred and twenty, and made between the said *Robert Pott* of the one Part, and the said *Arthur Pott* of the other Part, reciting the said Indenture of Lease of the Sixth Day of *April* One thousand eight hundred and twenty; and after also reciting that the said *Robert Pott* and *Arthur Pott* were entitled to the said several Hereditaments and Premises granted and demised by the said therein in part recited Indenture, and the Rents, Issues, and Profits thereof respectively, in the Shares or Proportions following; (that is to say,) the said *Robert Pott* to Three undivided Fourth Parts thereof, and the said *Arthur Pott* to the remaining One undivided Fourth Part thereof; and that the said *Robert Pott* and *Arthur Pott* were desirous of severing the Joint Tenancy created by the said in part recited Indenture, and of declaring that the said *Robert Pott* and *Arthur Pott*, their Heirs and Assigns, should thenceforth stand seised of their respective Shares or Proportions in the said Hereditaments and Premises; and that the said in part recited Indenture, and every renewed Lease of the Premises comprised therein, should be held by the said *Robert Pott* and *Arthur Pott*, their Heirs and Assigns, in manner therein expressed; it is witnessed that the said *Robert Pott* and *Arthur Pott* did thereby for themselves respectively, and for their respective Heirs, Executors, and Administrators, covenant and declare with and to each other in manner following; (that is to say,) that the said *Robert Pott*, his Heirs and Assigns, should and would from thenceforth stand seised or possessed of Three undivided Fourth Parts or Shares (the whole into Four equal Parts or Shares being considered as divided) of and in the said several Pieces or Parcels of Ground, with the several Messuages or Tenements, Edifices, Erections, and other Buildings thereon erected and built, in and by the said therein-before in part recited Indenture particularly mentioned

Indenture of Lease, dated 6th April 1820.

Indenture, dated 17th June 1820.

mentioned and described, with the Appurtenances to the same belonging, during the natural Lives of the said *Arthur Pott* the younger, *William Pott* the younger, and *John Allnutt* the younger, and the Life of the longest Liver of them, and during the natural Lives of the Cestuique Vies in every or any future or renewed Lease of the said Hereditaments and Premises to be granted by the said Lord Bishop or his Successors; and the said *Arthur Pott*, his Heirs and Assigns, should from thenceforth stand seised of the remaining One undivided Fourth Part or Share in the said Pieces or Parcels of Ground, with the several Erections and Buildings thereon erected and built, with the Rights, Members, and Appurtenances to the same belonging, during the natural Lives of the said *Arthur Pott* the younger, *William Pott* the younger, and *John Allnutt* the younger, and the Life of the longest Liver of them, and during the natural Lives of the Cestuique Vies in any future or renewed Lease of the said Hereditaments and Premises to be granted by the said Lord Bishop or his Successors: And whereas the said *Arthur Pott*, Party to the last-recited Indenture, by his last Will and Testament in Writing, bearing Date the Ninth Day of *November* One thousand eight hundred and nineteen, duly executed and attested, gave and devised unto his Brothers *William Pott* and *Robert Pott*, and their Heirs, his (the Testator's) said One undivided Fourth Part of the said Hereditaments, comprised in the last herein-before recited Indenture of Lease, to hold the same with the Appurtenances unto the said *William Pott* and *Robert Pott*, and their Heirs, for and during the natural Lives therein mentioned, and the Life of the longest Liver of them, upon the Trusts therein-after expressed and declared, and in part herein-after mentioned; (that is to say,) to the Intent and Purpose that his (the Testator's) Wife *Ann Pott* might have, receive, and take annually during her natural Life an Annuity or yearly Rent-charge of Eight hundred Pounds of lawful Money of *Great Britain* to be issuing out of and charged upon the same Premises and every Part thereof, and to be paid in equal half-yearly Portions as therein mentioned; and subject thereto in Trust for his (the Testator's) Brother the said *Robert Pott*, if he should be living at the Time of his (the said Testator's) Decease, and his Heirs and Assigns, for and during the natural Lives of the Cestuique Vies therein-before named, and the Life of the longest Liver of them, chargeable and subject as aforesaid; and that his (the Testator's) said Trustees and the Survivor of them and his Heirs, should stand and be seised thereof accordingly, and should convey and assure or join in conveying and assuring the same One Fourth Part and Hereditaments unto his said Brother, if living at his Death, his Heirs and Assigns (charged with and subject to the said Annuity of Eight hundred Pounds for the Benefit of the Testator's said Wife for her Life as aforesaid), for the natural Lives of the said Cestuique Vies and the Life of the longest Liver of them: And whereas the said *Arthur Pott*, by a Codicil to his said Will dated the Nineteenth Day of *March* One thousand eight hundred and twenty-two, after reciting that since the Execution of his said Will the said *Robert Pott* and the Testator had obtained a Renewal from the then late Lord Bishop of *Winchester* of the Premises in the said Will mentioned, and that the same were then held

Will of the said Arthur Pott, dated 9th November 1819.

Codicil to the Will of the said Arthur Pott, dated 19th March 1822.

by the said *Robert Pott* and him the said Testator for the natural Lives of the said *Arthur Pott* the younger (Second Son of the said *Robert Pott*), *William Pott* the younger (Third Son of the said *Robert Pott,*) and *John Allnutt* the younger (only Son of *John Allnutt* of *Clapham*, Esquire), and the Life of the longest Liver of them, and that the said *Robert Pott* was seised of or entitled to Three undivided Fourth Parts of the said Hereditaments, and that the Testator was entitled to the remaining One undivided Fourth Part thereof, the said Testator *Arthur Pott* gave and devised unto his Brothers the said *William Pott* and the said *Robert Pott*, their Heirs and Assigns, all his (the Testator's) said One undivided Fourth Part of the said Hereditaments, to hold the same unto the said *William Pott* and *Robert Pott*, their Heirs and Assigns, for the natural Lives of the said *Arthur Pott* the younger, *William Pott* the younger, and *John Allnutt* the younger, and the Life of the longest Liver of them, upon Trust that his (the Testator's) said Wife *Ann Pott* might receive and take annually during her natural Life one Annuity or yearly Rent-charge of Two hundred Pounds, which he declared should be in addition to the said Annuity of Eight hundred Pounds in his said Will mentioned, and any other Provision thereby made for his said Wife, and to be issuing out of and charged upon the said Hereditaments, and payable on the same Days and Times, with the same Powers and Remedies for the Recovery thereof, as in his said Will declared respecting the said Annuity of Eight hundred Pounds, and subject to and charged with the said additional Annuity or yearly Rent-charge of Two hundred Pounds intended to be thereby secured to his said Wife for her Life, upon such Trusts, and with, under, and subject to the several Powers, Provisoes, Declarations, and Limitations as in his said Will were expressed and declared concerning the said Fourth Part of the same Hereditaments in his said Will mentioned, and thereby devised to them the said *William Pott* and *Robert Pott* for the Lives therein named: And whereas the said *Arthur Pott* died on or about the Fourteenth Day of *October* One thousand eight hundred and twenty-three, and his said Will and Codicil, with Two other Codicils thereto, were afterwards duly proved by the Executors therein named in the Prerogative Court of *Canterbury*: And whereas by Indenture of Release bearing Date the Twenty-third Day of *October* One thousand eight hundred and twenty-three, and made between the said *William Pott*, of the one Part, and the said *Robert Pott* of the other Part, reciting the said recited Will and Codicil of the said *Arthur Pott*, and his Death without having revoked or altered the Devises contained in the same Will and Codicil, and leaving the said *Robert Pott* him surviving, and that the same Will and the Codicils thereto were duly proved as aforesaid, and reciting that the said *Robert Pott* was desirous that the said *William Pott* should, in pursuance of the Directions in the said Will contained, convey to him the said *Robert Pott* the said One undivided Fourth Part, then late of the said *Arthur Pott* deceased, of and in the said Hereditaments, with the Appurtenances, so devised to him by the said Will and Codicil of the said *Arthur Pott* deceased for the Lives of the said *Arthur Pott* the younger, *William Pott* the younger, and *John Allnutt* the younger, and the Life of the longest Liver of them, but subject to and charged and chargeable with the Payment

Indenture of Release between William Pott and the said Robert Pott, dated 23d October 1823.

Payment of the said Annuities or yearly Rent-charges of Eight hundred Pounds and Two hundred Pounds by the said Will and Codicil given to or provided for the said *Ann Pott*, the Widow of the said *Arthur Pott*, during her natural Life, and to the several Powers and Remedies in the said Will contained for securing or enforcing the due Payment of the same, which the said *William Pott* had consented and agreed to do in manner therein-after mentioned, it is witnessed, that in pursuance of the said Agreement, and by virtue and in execution of the Trusts in that Behalf contained in the said Will of the said *Arthur Pott*, and in consideration of Five Shillings paid to the said *William Pott* by the said *Robert Pott*, he the said *William Pott* did bargain, sell, alien, and release unto the said *Robert Pott* and his Heirs all that One undivided Fourth Part, then late of the said *Arthur Pott* deceased, of and in the said Hereditaments mentioned in the said Will and Codicil of the said *Arthur Pott* deceased, to hold the same unto and to the Use of the said *Robert Pott* and his Heirs and Assigns, for and during the natural Lives of the said *Arthur Pott* the younger, *William Pott* the younger, and *John Allnutt* the younger, and the Life of the longest Liver of them, but nevertheless subject to and charged with the Payment of the said Annuities of Eight hundred Pounds and Two hundred Pounds by the said Will and Codicil of the said *Arthur Pott* given to or provided for his Widow the said *Ann Pott* during her natural Life, and to the several Powers for enforcing the due Payment of the same Annuities:

Will of the said Robert Pott, dated 20th October 1823.

And whereas the said *Robert Pott* by his last Will and Testament in Writing, bearing Date the Twentieth Day of *October* One thousand eight hundred and twenty-three, duly executed and attested, after reciting that he was seised of or entitled to an Estate called the *Winchester Park* Estate, held by him under a Lease from the Bishop of *Winchester* dated the Sixth Day of *April* One thousand eight hundred and twenty, subject to an Annuity of One thousand Pounds charged on One Fourth Part thereof by the Will of the said *Arthur Pott* deceased, for the Benefit of his Widow the said *Ann Pott* during her Life, the said *Robert Pott* charged the said Estate with the Payment of Two Sums of Ten thousand Pounds each, due to his Brother *William Pott*, one of which Sums was secured by his (the said Testator's) Bond to the said *William Pott*, and the other Sum was secured to the said *William Pott* by the Bond of his late Brother *Arthur Pott*, and all Interest due thereon, in exoneration of his Personal Estate; and the said Testator *Robert Pott* gave and bequeathed to his Wife *Sarah Pott* one Annuity of Two thousand Pounds during her Life, and to his Daughter *Emily Holland*, Widow, an Annuity of Two hundred Pounds during her Life, to be issuing out of and chargeable upon the said Estate, and to be payable quarterly, without any Deduction for Taxes or otherwise, with Powers of Entry and Distress and Perception of Rents and Profits for securing the said Annuities respectively; and, subject to the said Principal Monies and Interest and the said Annuities, the said Testator *Robert Pott* gave, devised, and bequeathed all his said Estate, Hereditaments, and Premises called the *Winchester Park* Estate unto and to the Use of his Sons the said *Charles Pott*, *Arthur Pott*, and *William Pott*, their Heirs and Assigns, for and during the Lives of the Cestuique Vies in the then present or any future or renewed

renewed Lease of the said Estate from the said Lord Bishop or his Successors, and the Life of the longest Liver of them, as Tenants in Common, and not as Joint Tenants: And whereas the said *Robert Pott*, by a Codicil to his said Will dated the Twenty-third Day of *October* One thousand eight hundred and twenty-three, after reciting that since the Date of his Will he, and his Three Sons, *Charles Pott*, *Arthur Pott*, and *William Pott*, had executed and given to his Brother *William Pott* their joint and several Bond for securing to him the Payment of Twenty thousand Pounds, and Interest at Five *per Cent.* being the Amount of Two Sums of Ten thousand Pounds each in his said Will mentioned to be secured to his said Brother *William Pott* by the Two Bonds of himself and his late Brother *Arthur Pott*, and which said Two Bonds had been delivered up and cancelled, he did thereby charge and make liable all his Estate and Hereditaments called the *Winchester Park* Estate, in his said Will mentioned, with and to the Payment of the said Sum of Twenty thousand Pounds so due by him to his said Brother *William Pott*, and secured to him by the said Bond of himself and his said Three Sons, and all Interest which should be due thereon at the Time of his Decease, in exoneration of his Personal Estate, in such and the same Manner and as fully and effectually as in his said Will is directed concerning the said Two Sums of Ten thousand Pounds each: And whereas the said *Robert Pott* departed this Life on or about the Ninth Day of *February* One thousand eight hundred and twenty-four without revoking or altering his said Will and Codicil, which, with another Codicil thereto not affecting the herein-before mentioned Devise, were afterwards duly proved by the Executors of the same Will in the said Prerogative Court of *Canterbury*: And whereas the said *Sarah Pott*, the Wife of the said Testator *Robert Pott*, departed this Life on or about the Fourteenth Day of *February* One thousand eight hundred and thirty-three: And whereas by Deed Poll under the Hand and Seal of the said *William Pott*, bearing Date the Twenty-fifth Day of *April* One thousand eight hundred and thirty-three, after reciting the said recited Will and Codicil of the said *Robert Pott* deceased, and that the said Sum of Twenty thousand Pounds by the same Codicil devised as aforesaid and all Interest for the same had been then some Time since duly paid and discharged, and that the Bond for the said Sum mentioned in the said Codicil had been given up and cancelled, and that a Receipt for the same Principal Sum and the Interest thereof was indorsed on such Bond, as the said *William Pott* did thereby acknowledge, it was witnessed, that in consideration of such Payment, and at the Request of the said *Charles Pott*, *Arthur Pott*, and *William Pott*, the Sons of the said Testator *Robert Pott*, the said *William Pott* did remise, release, acquit, exonerate, and discharge the said *Charles Pott*, *Arthur Pott*, and *William Pott*, the Sons of the said Testator *Robert Pott*, their Heirs, Executors, Administrators, and Assigns, and also all and singular the said Estate, Hereditaments, and Premises called the *Winchester Park* Estate, so as aforesaid devised by the said Testator *Robert Pott*, and every Part thereof, and all other the Real Estate of the said Testator *Robert Pott*, of and from the said Sum of Twenty thousand Pounds so charged on the said Estate called the *Winchester Park* Estate, by

Codicil to the Will of the said Robert Pott, dated 23d October 1823.

Deed Poll under the Hand and Seal of the said William Pott, dated 25th April 1833.

the said Will of the said Testator *Robert Pott*, and all Interest due in respect thereof, and of and from all Manner of Action and Actions, Suit and Suits, Cause and Causes of Action and Suit, Sum and Sums of Money, Debts, Reckonings, Accounts, Claims, and Demands whatsoever which he the said *William Pott* then had or could or might have, or which he or any of his Executors, Administrators, or Assigns could or might have had, in respect of the said Sum of Twenty thousand Pounds, or the Interest thereof, or in anywise relating thereto: And whereas the Right Reverend *Charles Richard* now Lord Bishop of *Winchester*, and his Lessees the said *Charles Pott*, *Arthur Pott*, and *William Pott*, and the said *Emily Holland*, to whom an Annuity of Two hundred Pounds was so bequeathed for her Life by the said Will of the said *Robert Pott* deceased, as aforesaid, are willing and desirous to give and grant and release their respective Estates, Rights, and Interests of, in, and to the said Piece or Parcel of Ground described in the said Schedule to this Act, unto the said present Governors of the aforesaid Free Grammar School, for the Purpose of enabling them to erect and build thereon a new and convenient School and Schoolhouse, with proper and suitable Offices; and they the said *Charles Pott*, *Arthur Pott*, and *William Pott* are also willing and have proposed to enter into a joint and several Bond with the said Governors in the Penalty of Three thousand Pounds, for the Purpose of indemnifying the said Governors and their Successors against the Payment of the said respective Annuities of Eight hundred Pounds and Two hundred Pounds, so bequeathed to or for the Benefit of the said *Ann Pott* for her Life by the said Will and Codicil of the said *Arthur Pott*, her late Husband, deceased, as aforesaid, and all Costs, Charges, and Expences to be incurred or sustained by reason of any Nonpayment thereof: And whereas the said present Governors of the said Free Grammar School are desirous of selling the said Sum of Two thousand one hundred Pounds Three *per Centum* Consolidated Bank Annuities, herein-before mentioned to have arisen from Accumulations of the Revenues of the said School, and of applying the Monies to arise from such Sale towards the Costs and Expences of obtaining this Act and of carrying the same into effect, and of erecting and building a new School and Schoolhouse, and proper and suitable Offices thereto, upon the said Site or Piece or Parcel of Ground described in the said Schedule to this Act, and so proposed to be given and granted to the said Governors by the said *Charles Richard* Lord Bishop of *Winchester* and his Lessees the said *Charles Pott*, *Arthur Pott*, and *William Pott* as aforesaid; and they the said present Governors of the said Free Grammar School are also desirous of acquiring full Power and Authority to carry into effect the said Contract so entered into by them with the said Trustees of the said Public Market called the Borough Market, for the Sale to the same Trustees of the said old School and Schoolhouse and the Site thereof, and of applying the said Sum of Two thousand two hundred and fifty Pounds, to be paid by the said Trustees for the Purchase of the said old School and Schoolhouse and the Site thereof, towards the Discharge of the Costs and Expences of obtaining this Act and carrying the same into effect, and of erecting and building such new School and Schoolhouse, and the proper and

suitable Offices thereto: But as none of the said Objects can be attained without the Aid and Authority of Parliament, therefore Your Majesty's most dutiful and loyal Subjects, the said present Governors of the Possessions, Revenues, and Goods of the Free Grammar School of the Parishioners of the Parish of *Saint Saviour* in *Southwark* aforesaid, in behalf of themselves and their Successors, 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 it shall be lawful for the said present Governors of the said Free Grammar School or their Successors to carry into effect the said recited Contract or Agreement made and entered into by the same Governors with the said Trustees of the Borough Market, and for that Purpose, on Payment to the said Governors or their Successors of the said Purchase or Consideration Money of Two thousand two hundred and fifty Pounds, by Indenture under the Common Seal of the said Governors to assign, convey, and assure the said old School and Schoolhouse, and the Site thereof, and the Privileges and Hereditaments so contracted to be sold by the said Governors to the said Trustees, with the Appurtenances thereof, unto the said Churchwardens, Overseers, and Inhabitants, Trustees of the Borough Market aforesaid, or their Successors, Trustees of the said Market for the Time being, for the Residue of the said Term of One thousand Years created by the said Indenture of Lease of the Thirty-first Day of *May* One thousand five hundred and sixty-two, subject to the said thereby reserved yearly Rent of Eighteen-pence, upon and for the Trusts, Intents, and Purposes upon and for which the Site of the said Borough Market is now vested in the same Trustees, or as near and in conformity thereto as the different Nature and Tenure of the same Estates respectively will admit.

The Governors empowered to carry into effect the Contract with the Borough Market Trustees for the Sale of old School Premises.

II. Provided also, and be it further enacted and declared, That the Receipt or Receipts of the said present Governors or their Successors for the said Purchase or Consideration Money of Two thousand two hundred and fifty Pounds shall be good and sufficient as a Discharge or Discharges to the said Trustees for the same Sum of Two thousand two hundred and fifty Pounds, or so much and such Part thereof as shall be therein acknowledged or expressed to be received; and after such Receipt or Receipts shall be given, the said Trustees, their Heirs or Assigns, shall not be obliged to see to the Application of the Sum or Sums of Money in such Receipt or Receipts acknowledged or expressed to be received, or be responsible for any Loss, Misapplication, or Nonapplication thereof, or any Part thereof.

Receipts of the Governors to be good Discharges for the Purchase Money.

III. And be it further enacted, That it shall be lawful for the said *Charles Richard* Lord Bishop of *Winchester*, or the Lord Bishop of *Winchester* for the Time being, and the said *Charles Pott*, *Arthur Pott*, and *William Pott*, Lessees as aforesaid, or their respective Executors, Administrators, or Assigns, and the said *Emily Holland*, in respect

The Bishop of Winches- &c. may execute a Release.

respect of the said Annuity of Two hundred Pounds so bequeathed to her by the said Will of her late Father the said *Robert Pott* deceased, as aforesaid, by an Indenture under their respective Hands and Seals, to be attested by One or more credible Witness or Witnesses, and to be enrolled in the High Court of Chancery, to bargain and sell, release, convey, and assure the said Piece or Parcel of Ground and Hereditaments described in the said Schedule to this Act, with the Appurtenances thereof, unto the said Governors of the said Free Grammar School, and their Successors for ever, free from all Incumbrances whatsoever, (other than the said respective Annuities of Eight hundred Pounds and Two hundred Pounds, so bequeathed to the said *Ann Pott* for her Life by the said Will and Codicil of her late Husband the said *Arthur Pott* deceased, as aforesaid, but with an Indemnification against the Payment by the said Governors or their Successors of all or any Part of the same Annuities respectively, and all Costs, Charges, and Expences by reason of any Nonpayment thereof, by and under the joint and several Bond of the said *Charles Pott*, *Arthur Pott*, and *William Pott*, in the Penalty of Three thousand Pounds, to bear even Date with the said last-mentioned Conveyance and Assurance, and to be executed at the Time or immediately previous to the Execution of the same Conveyance and Assurance,) for the like charitable Purposes as the said old School and Schoolhouse and the Site thereof are or immediately previous to the passing of this Act were vested in the said Governors; and that the said Governors and their Successors shall and may accept and take such Conveyance and Assurance accordingly, the Statute of Mortmain, or any other Statute, Law, or Usage to the contrary notwithstanding.

The Governors authorized to sell the 2,100*l.* Consols, and to apply the Proceeds of the Sale for the Purposes of this Act.

IV. And be it also enacted, That it shall be lawful for the said Governors of the said Free Grammar School or their Successors, and they are hereby authorized and empowered, to sell and transfer the said Two thousand one hundred Pounds Three *per Centum* Consolidated Bank Annuities, arising from such Accumulations of Income or Revenue as aforesaid, and to apply and dispose of the Produce thereof towards the Payment and Discharge of the Costs and Expences incident to the obtaining of this Act and carrying the same into effect, and to be incurred in the Erection and building of the said new School and Schoolhouse and the proper and suitable Offices thereto.

Power to apply the Purchase Money of the old School Premises for the like Purposes.

V. And be it also enacted, That it shall be lawful for the said Governors or their Successors, and they are hereby authorized and empowered, to apply and dispose of the said Sum of Two thousand two hundred and fifty Pounds, to be paid to them by the said Trustees of the said Borough Market as the Consideration for the Purchase of the old School and Schoolhouse and the Site thereof, towards the Costs and Expences to be incurred in obtaining this Act and carrying the same into effect, and the erecting and building of the said new School and Schoolhouse, and the proper and suitable Offices thereto.

VI. Saving

VI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, her, his, and their Heirs, Executors, Administrators, Successors, and Assigns, (except the said Governors and their Successors, and the Persons entitled to the Benefit of the Charities created by the said Letters Patent or Charter, and the said *Charles Richard* Lord Bishop of *Winchester* and his Successors, and the said *Charles Pott*, *Arthur Pott*, and *William Pott* respectively, their respective Executors, Administrators, or Assigns, and the said *Emily Holland* in respect of the said Annuity of Two hundred Pounds so bequeathed to her as aforesaid,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of, in, to, or out of the said Hereditaments and Premises respectively, or any Part or Parts thereof, as they, every or any of them, had before the passing of this Act, or could or might have had or held or enjoyed or been entitled to if this Act had not been passed. Saving Clause

VII. And be it further 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. This Act as printed by the Queen's Printers to be Evidence.

The SCHEDULE to which the foregoing Act refers.

PARTICULAR of the Ground to be given and granted to the Governors of the said Free Grammar School by the said *Charles Richard* Lord Bishop of *Winchester* and his Lessees the said *Charles Pott*, *Arthur Pott*, and *William Pott*.

A Piece of Ground situate in the Parish of *Saint Saviour Southwark* in the County of *Surrey*, containing Eight thousand one hundred and eighty-two Square Feet, abutting East partly on Ground on Lease from the Lord Bishop of *Winchester* to the said *Charles Pott*, *Arthur Pott*, and *William Pott*, and on other Part on Ground belonging to Her Majesty's Commissioners for building new Churches; West on the Common Sewer there; South on an intended new Street leading from *Great Guildford Street* to *Morris's Walk*, both in the said Parish of *Saint Saviour*; and North on other Ground on Lease from the said Lord Bishop of *Winchester* to the said *Charles Pott*, *Arthur Pott*, and *William Pott*.

Christopher Edmonds,
Surveyor.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1838.