

**Scheme for the management and regulation of Sion Hospital, and the application of the income thereof : approved by order of the High Court of Justice, Chancery Division, dated the 23rd day of July, 1877.**

**Contributors**

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SION HOSPITAL.

—  
SCHEME.

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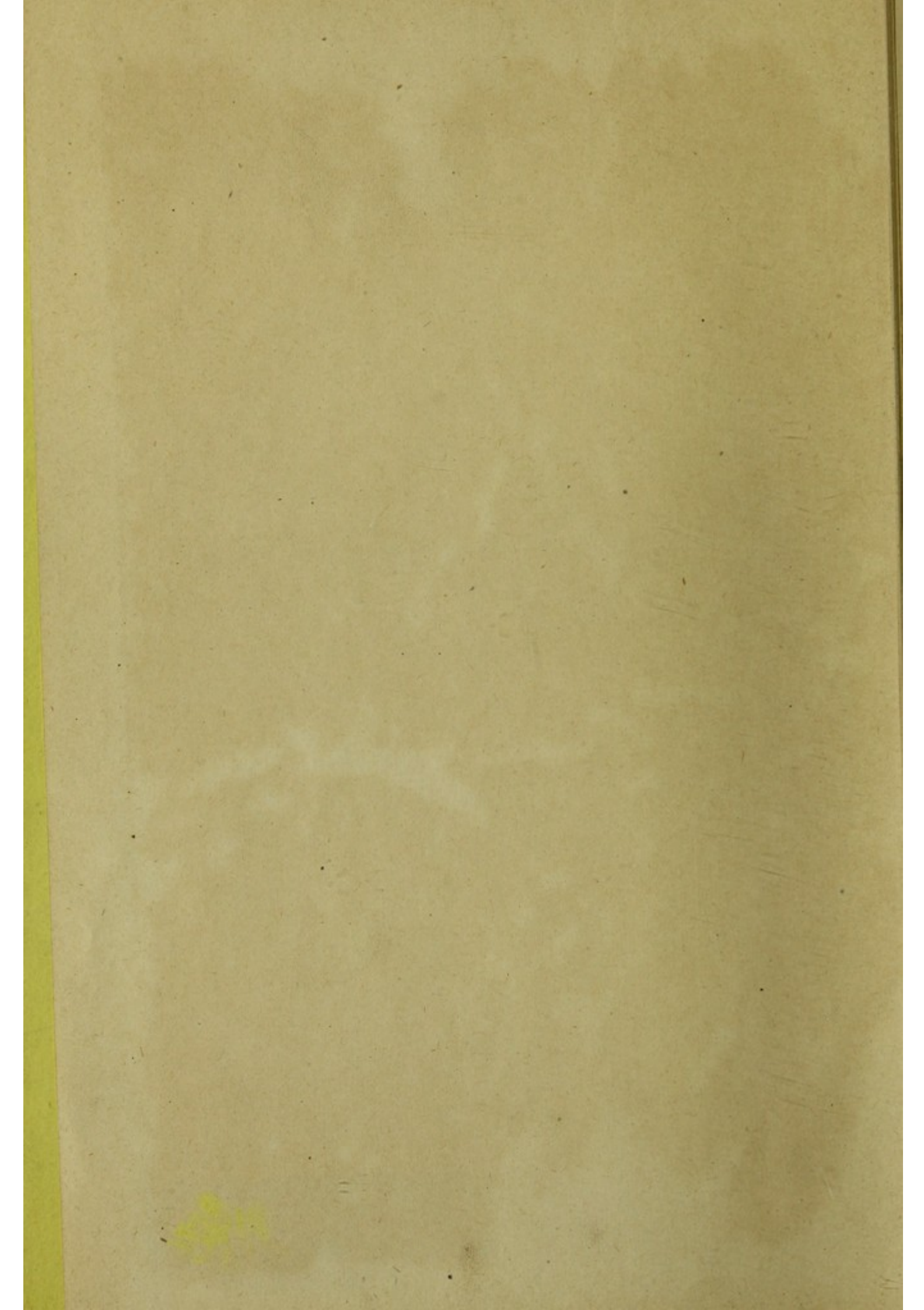
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SCHEME  
FOR THE  
MANAGEMENT AND REGULATION  
OF  
SION HOSPITAL,  
AND  
THE APPLICATION OF THE INCOME THEREOF.

APPROVED BY

Order of the High Court of Justice, Chancery Division,

DATED THE 23RD DAY OF JULY, 1877.

*Made In the Matter of Sion Hospital, of the Act of Parliament 38 & 39 Vict. c. 199, intituled "An Act for enabling the President and Fellows of Sion College, within the City of London, to grant building and improving Leases of certain Lands in the said City, and to sell the same Lands, and to acquire other Lands, and for carrying into effect an arrangement relating to Sion Hospital, and for other purposes," and of the Charitable Trusts Acts.*

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1877.



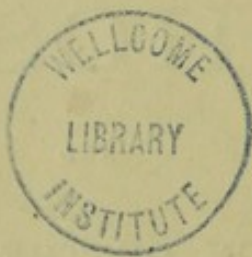
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## SCHEME.

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1. THE exchange of portions of the lands by the above-mentioned Act allotted to Sion College and Sion Hospital respectively, which is mentioned in the 4th and 5th clauses of the Agreement scheduled to the said Act, is hereby confirmed. Exchange  
of Lands  
confirmed.

2. Sion Hospital shall be regulated and managed and the objects thereof appointed by Trustees to be appointed as follows (that is to say):—Eight Trustees shall from time to time be appointed by the President and Fellows of Sion College, and Four by the Charity Commissioners for England and Wales, or the High Court of Justice. Trustees.

The first Trustees shall be the following persons (that is to say):—

The Rev. William Hearle Lyall, Rector of St. Dionis, Backchurch ;

The Rev. Charles Creaghe Collins, Vicar of St. Mary, Aldermanbury ;

The Rev. William Sparrow Simpson, D.D., Rector of St. Matthew, Friday Street ;

The Rev. Joseph William Reynolds, Vicar of St. Stephen, Spitalfields ;

The Rev. Lewis Borrett White, Rector of St. Mary, Aldermary ;

The Rev. Alfred Povah, Rector of St. Olave, Hart Street ;



The Rev. William John Hall, Rector of St. Clement,  
Eastcheap; and

The Rev. William Henry Milman, Rector of  
St. Augustine and St. Faith (nominated by the  
President and Fellows of Sion College);

The Rev. Edward Auriol, Rector of St. Dunstan's-in-  
the-West;

The Rev. Robert Smith Bower, Rector of St. Gre-  
gory;

Charles Matthew Clode, of the War Office, Esquire;

William Henry Wills, of Bristol and Highgate,  
Esquire.

Disqualifi-  
cation of  
Trustees.

3. Whenever any one of such Trustees shall die, resign, refuse or become incapable, or neglect to act for two years, become bankrupt, or compound with his creditors, or, if having been a Fellow of Sion College at the time of his election, he shall cease to be a Fellow of the said College, he shall cease to be a Trustee, and a vacancy shall be created in the office of Trustee held by such person.

Estate to  
be managed  
by the  
Trustees.

4. The estate and property of the Hospital, the present particulars whereof are set forth in the Schedule hereto, shall be regulated and managed by the said Trustees.

Mode of  
letting  
Lands.

5. The lands and buildings of the Charity shall from time to time be let and demised by the Trustees at the best annual rent or rents that can reasonably be obtained for the same, either from year to year or for any term or number of years not exceeding twenty-one years in possession and not in reversion, and without taking any fine or premium on the making of any such demise; but the surrender of any existing term not having more than three years to run shall not be considered as a premium. On the granting of any lease the lessee shall execute a



counterpart of the lease. All leases shall contain covenants on the part of the lessee for the due payment of the rent, the proper cultivation of the land, the repair and insurance of the houses and buildings comprised therein, a proviso for re-entry on nonpayment of rent or nonperformance of covenants, and all other usual and proper covenants applicable to the property which shall be the subject of the lease.

6. The first Meeting of the Trustees shall be held within Six weeks after the confirmation of this Scheme. Notice of the time and place for holding such Meeting shall be given by the Solicitor of Her Majesty's Attorney-General in writing to each Trustee not less than Seven days previous to the time appointed, and such notice may be sent by post to the last known place of residence of the Trustees respectively.

First  
Meeting of  
Trustees.

7. The Trustees shall appoint some fit and proper persons to be Clerk and Receiver of the Rents and Income of the Charity. They may, if they shall see fit, combine the said two offices in one person. They may pay to any person so appointed Clerk, and not being also Receiver, any stipend not exceeding £3 per cent. per annum, and may allow to the Receiver any sum not exceeding the rate of £5 per cent. per annum on the amounts of the rents and profits actually received. If the two offices of Clerk and Receiver be combined in the same person the total amount to be paid to him in respect of both offices shall not exceed £7 per cent. per annum on the said amount. The Clerk and Receiver shall hold such offices during the approbation of the Trustees. The Receiver shall give such security as the Trustees shall direct.

Clerk and  
Receiver.



## General Meetings.

8. The Trustees shall hold not less than Four General Meetings in each year for transacting the business of the Charity, which shall be held at such convenient place as the Trustees shall determine, and such Meetings shall be held on the days following in each year (that is to say), the second Monday in January, April, July, and October respectively, unless the Trustees shall in any year appoint some other days and periods for the holding thereof; provided, however, that such substituted days of Meeting shall be in the same months as aforesaid. And notice of every such Meeting, whether General or Special, shall be given by the Clerk in writing to each Trustee three clear days at the least before the time appointed for holding the same, and such notice may be delivered at the residence of each Trustee or sent by post.

## Quorum at Meetings.

9. At any Meeting any Five of the Trustees, so long as there shall be Ten or more Trustees,—and when there shall be less than Ten any number not being less than one half of the existing body,—shall form a quorum; and so soon as at any Meeting a sufficient number of Trustees shall be present to form a quorum, the Trustees shall proceed to elect a Chairman from amongst the Trustees present; and in the event of an equality of votes on the election of Chairman, the question shall be decided between the persons proposed by lot; and the acts and proceedings of a majority of the Trustees present at any Meeting properly held shall be binding on the whole body of the Trustees; but the Trustees, or the majority of them present at any subsequent Meeting duly held and constituted as aforesaid, shall have power from time to time to alter, vary or rescind any resolution or direction which may have been come to or given at any previous Meeting. Provided always, that the Chairman of every Meeting



shall, in the event of an equality of votes at such Meeting, have a second or casting vote.

10. If at any Meeting there shall not, after the space of half an hour from the time appointed for holding the same, be a sufficient number of Trustees in attendance to form a quorum, or the business or part of the business of the Meeting shall remain undisposed of, the Trustees or any one or more of them present at any such Meeting,—or, if no Trustee be present, then the Clerk of the Trustees,—may adjourn the same until some subsequent day; of the time and place of holding which three clear days' notice in writing shall be given in manner hereinbefore provided to each Trustee by the Clerk.

Power to  
adjourn  
Meetings.

11. If at any time any matter shall arise requiring the consideration of the Trustees which cannot be conveniently deferred to the next General Meeting, any Two or more of the Trustees or the Clerk may call a Special Meeting of the Trustees, and the Clerk shall give notice in writing to each of the Trustees of the time and place and object of such Meeting, which notice shall be sent by post or left at the usual place of abode of each Trustee three clear days at least before such Meeting; and no business shall be transacted at such Special Meeting other than such as shall be specified in such notice.

Special  
Meetings.

12. It shall be lawful for the Trustees, at any General or Special Meeting, to nominate and appoint from their own body, as there may be occasion, three or more Trustees to be a Committee for the purpose of making any inquiry or superintending any duty which in the judgment of the Trustees would be more effectually executed by such Committee; but the acts and proceedings of such

Power to  
appoint  
a Com-  
mittee.



Committee shall be submitted to the Trustees at their next General Meeting for approval and confirmation.

Minute and  
Account  
Books.

13. The Trustees shall provide a Minute Book, wherein shall be entered a Minute of their proceedings at every Meeting, which Minute shall be signed by the Chairman of the next succeeding Meeting. They shall also provide all necessary Account Books, wherein shall be entered an account of the receipts and payments on account of the Charity.

Cheques.

14. All Cheques and Orders for the payment of money shall be signed by the Chairman for the time being of some of the Meetings of the Trustees, and by two of the other Trustees present at such Meeting, and shall be countersigned by the Clerk.

Banker.

15. The Trustees shall appoint as their Banker, during pleasure, some fit and responsible person or persons, or joint stock company, carrying on the business of Banker or Bankers, with whom shall be deposited the moneys of the Charity.

Fire-proof  
Box to be  
provided.

16. The Trustees shall provide one or more fire-proof box or boxes, with two keys and a secure lock, which shall be deposited in such secure place as they shall direct, and in which box or boxes shall be deposited an office copy of this Scheme and the vouchers, accounts, books, deeds, writings, manuscripts, and other documents belonging to the Charity, with a list in writing thereof signed by the Clerk.

Trustees  
not to hold  
Charity  
Property.

17. Except with the sanction of the Charity Commissioners, none of the Trustees shall at any time, either directly or indirectly, accept a lease of or hold or occupy



the estate and property belonging to the Charity, or any part thereof, or any interest therein, for his own benefit or for the benefit of any person or persons whomsoever.

18. The Trustees may make arrangements with the Twenty Inmates of the existing Almshouses and Almsrooms of the Hospital to commute their residence and weekly payment into Pensions, and, on such arrangements having been made, such Inmates shall leave their Almshouses and Almsrooms respectively and become Pensioners of the Charity, on the terms agreed on between them and the Trustees.

Power to  
arrange  
with exist-  
ing Alms-  
people to  
commute  
Residence.

19. Vacancies among such Pensioners shall be filled up as heretofore as follows, viz.:—

Mode of  
supplying  
Vacancies  
among  
Pensioners.

Three men and Three women out of the Parish of St. Dunstan-in-the-West, in the City of London;

One man and One woman out of the Parish of St. Gregory, in the City of London;

Four men and Four women out of the Company of Merchant Taylors;

Two men and Two women out of the City of Bristol.

20. On any such vacancy the Trustees may increase or reduce the amount of Pension which has been paid to the previous Pensioner, so that the same shall not exceed £50 per annum.

Power to  
vary  
Pensions.

21. Upon any vacancy occurring by the death, resignation or dismissal of any of the said Twenty Pensioners or of the Pensioners appointed in their place, and so from time to time, the Trustees shall cause immediate notice to

Notice to  
be given of  
Vacancies.



be given or sent by post to the Minister, Churchwardens or Overseers of the Poor of the Parish entitled to present on the occasion of the vacancy to supply which such person was elected, or to the Clerk of the Company of Merchant Taylors, or to the Secretary of the Trustees of the Municipal Charities of the City of Bristol respectively, as the case may be.

Right to  
present  
Candidates  
for Elec-  
tion.

22. A Vestry Meeting of the inhabitants of the said Parish, or the Court of the Merchant Taylors' Company, or the Trustees of the Municipal Charities of the City of Bristol, as the case may be, may thereupon present two or more proper persons to the Trustees, who shall elect one of such persons, being qualified as hereinafter mentioned, to supply the vacancy. In case of failure to present within three months after the giving of such notice as aforesaid the vacancy shall be filled by the Trustees without restriction as to locality.

If Income  
shall suffice  
additional  
Pensioners  
to be  
appointed.

23. In case the Income of the Charity should suffice, the Trustees shall from time to time appoint additional male or female Pensioners, and may from time to time fill up any vacancy among such additional Pensioners and fix or alter the amounts of the Pensions to be paid to them, provided that no pension exceed £50 a year. When and so often as such income shall suffice for the appointment of ten additional Pensioners or of any number of additional Pensioners being a multiple of ten, such additional appointments, and any vacancies therein, shall be filled up in the manner provided by Clauses 19, 21 and 22 of the Scheme; and in case it shall be found impracticable or inconvenient to divide such additional Income into any number of parts being ten or a multiple of ten, so far as such Income cannot be so divided, such additional appointments and any vacancies therein shall,



as nearly as circumstances admit, be filled up in the following rotation, that is to say:—

- 1st. A Member of the said Company.
- 2nd. An Inhabitant of St. Dunstan's.
- 3rd. An Inhabitant of Bristol.
- 4th. A Member of the said Company.
- 5th. An Inhabitant of St. Gregory.
- 6th. An Inhabitant of St. Dunstan's.
- 7th. A Member of the said Company.
- 8th. An Inhabitant of Bristol.
- 9th. An Inhabitant of St. Dunstan's.
- 10th. A Member of the said Company.

24. Before making any appointment of an additional Pensioner or filling up any vacancy, the Trustees shall cause notice of the vacancy to be given or sent by post, as provided by Clause 21 of this Scheme, to either the Secretary of the Trustees of the Municipal Charities of the City of Bristol, or to a Minister, Churchwarden or Overseer of one of the said Parishes, or to the Clerk of the Merchant Taylors' Company, as the case may be (being the party entitled in rotation), stating whether the appointment is to be of a male or of a female Pensioner; and the party entitled to the then appointment shall, pursuant to Clause 22 of the said Scheme, be thereupon entitled to recommend two or more Candidates (being either inhabitants of the City of Bristol or of one of the said Parishes, or Members of the said Company, as the case may be) for election, and the Trustees shall, out of the persons so recommended, being qualified as hereinafter mentioned, elect a person as such additional Pensioner, to fill any vacancy which may from time to time arise. In case of failure to recommend Candidates within three Months after such Notice as aforesaid, the appointment or vacancy shall be filled by

Mode of  
Election of  
additional  
Pensioners.



the Trustees by the appointment of a person duly qualified as hereinafter mentioned, without restriction as to locality.

Qualifica-  
tion of  
Pensioners.

25. The Candidates for Pensions shall be poor and impotent men or women, so reduced in strength as not to be able to work, and who shall have attained the age of Fifty years at the least at the date of election, provided that no person shall be elected who shall have been in the receipt of parochial (other than medical) relief within Twelve months next preceding the time of election.

Course to  
be pursued  
if unquali-  
fied persons  
presented.

26. If either of the said Parishes or the said Company or the Trustees of the said Municipal Charities shall present any person as a Candidate, pursuant to Clauses 22 or 24 of this Scheme, who shall not be qualified under the preceding provisions, the Trustees shall select the other Candidate presented, if duly qualified. If both persons presented shall be disqualified the Trustees shall fill the vacancy without restriction as to locality.

Power to  
displace  
Alms-  
people or  
Pensioners.

27. If any of the present Almspeople or any Pensioner shall be given to insobriety or immoral conduct, the Trustees may, on proof thereof, displace such person, and a vacancy shall thereupon occur. The provisions of this Clause shall be made known to each Almsperson and Pensioner.

Scheme to  
be Printed.

28. This Scheme shall be printed and a copy given to every person elected to be a Trustee on his appointment.



## THE SCHEDULE.

---

The Manor and Farm of Beaches in the Parish of Rawreth, in the County of Essex, let on lease to J. W. Carter, Esq., for a term expiring at Michaelmas, 1883, at a rent of £350 per annum.

A piece of land of about 10 acres in extent, known as Longfield, also situated in the Parish of Rawreth and County of Essex, let on lease to G. W. White, Esq., for a term expiring at Michaelmas, 1883, at a rent of £20 per annum.

A piece of land known as Beaches Scrubs, situate in the Parish of Rayleigh in the County of Essex, let on yearly tenancy to Mr. Belcham at the rent of £12 per annum.

Five pieces or parcels of plantation or woodland and seven pieces or parcels of arable land, containing altogether 51A. 1R. 29P., known as Coxall Farm, situate in the Parish of Hadleigh, in the County of Essex, let to Messrs. Holmden & Green, upon lease expiring Michaelmas, 1897, at a rent of £55 per annum.

Beaches Wood, in the Parish of Hockley, in the County of Essex.

A farm known as Tyler's Causeway Farm, situate in the Parishes of Hatfield and Little Berkhamstead, in the County of Essex, let on lease to Mr. Abraham Wackett, for a term expiring in 1894, at a rent of £110 per annum.

A piece of land, containing by admeasurement 899 square yards or thereabouts, and upon part whereof five several messuages respectively known as Nos. 48, 49 and 50, Aldermanbury, and Nos. 3 and 4, College Gardens, and parts of three other messuages respectively known as No. 47, Aldermanbury, and Nos. 1 and 2, Sion College Gardens, now stand; which piece of land is bounded on the north by an imaginary straight line, 109 feet in length, drawn westwards at right



angles to the eastern external wall of No. 47, Aldermanbury aforesaid, from a point in the eastern face of the same wall horizontally distant 70 feet from the south-east corner of No. 50, Aldermanbury aforesaid, on the east by the aforesaid street called Aldermanbury, on the south partly by a house and yard in the occupation of Miss Wilson and others, and partly by the yard belonging or reputed to belong to Brewers' Hall, and on the west by an imaginary straight line drawn from a point in the south face of the southern external wall of No. 2, Sion College Gardens aforesaid, horizontally distant 113 feet 1 inch from the south-east corner of No. 50, Aldermanbury aforesaid, to the westernmost point of the aforesaid imaginary line 109 feet in length, and which piece of land is delineated with the boundaries and abutments thereof and coloured pink in the Plan drawn in the margin of this Scheme.

The sum of £203 : 3s. 1d. Consolidated £3 per Cent. Annuities, representing Sheppard's Clements and Reading's bequests.

The sum of £787 : 5s. 9d. Consolidated £3 per Cent. Annuities, being one-fourth of the sum of £3,149 : 3s. 0d. like Annuities, mentioned in the 2nd Clause of the said Schedule and Agreement.

The sum of £574 : 7s. 6d. New £3 per Cent. Annuities, representing one-fourth of the sum of £2,162 Cash, also mentioned in the said 2nd Clause of the said Agreement.

The sum of £200 Consols, representing an investment of surplus income.

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NOTE.—The costs of the Attorney-General of the Sion College Act have to be borne by the Hospital and have not yet been paid or ascertained.

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