

therein recommended the union of the said two Benefices and the terms for effecting the union, and the said Bishop of Salisbury signified in writing his approval of the said Report:

"And whereas we, the said Ecclesiastical Commissioners for England, have prepared this Scheme for the union of the said two Benefices, which Scheme is based upon the terms recommended in the said Report, but with the assent of the said Bishop of Salisbury embodies certain modifications thereof:

"And whereas both of the said Benefices or Haselbury Bryan and Stoke Wake are now full, the Reverend John Lewis Rhys being the present Incumbent of the said Benefice of Haselbury Bryan and the Reverend Seth Morgan being the present Incumbent of the said Benefice of Stoke Wake:

"Now, therefore, we, the said Ecclesiastical Commissioners for England, with the consent of the said St. Clair George Alfred, Bishop of Salisbury (in testimony whereof he has signed this Scheme), do humbly recommend and propose to Your Majesty as follows, that is to say:—

"1. That the said Benefice of Haselbury Bryan and the said Benefice of Stoke Wake shall be permanently united together and form one Benefice with cure of souls under the style of 'The United Benefice of Haselbury Bryan with Stoke Wake,' and that such United Benefice shall be included in and form part of the Archdeaconry of Sherborne and of the Rural Deanery of Cerne but the Parishes of the said Benefices shall continue distinct in all respects.

"2. That if upon the day when any Order of Your Majesty in Council ratifying this Scheme shall be published in the London Gazette both of the said two Benefices shall be vacant, the union of the same two Benefices shall take effect forthwith; and if the said Benefice of Stoke Wake only shall be then vacant the said union shall also take effect forthwith if the Incumbent of the other of the said two Benefices shall consent to become the first Incumbent of the United Benefice, but if he shall not so consent, then the said union shall take effect upon the then next avoidance of the said Benefice of Haselbury Bryan and the then Incumbent of Stoke Wake shall be the first Incumbent of the United Benefice, and if the said Benefice of Haselbury Bryan only shall be then vacant the said union shall take effect upon the next avoidance of the said Benefice of Stoke Wake and if neither of the said two Benefices be then vacant, then the said union shall take effect on the next avoidance of the said Benefice of Stoke Wake if the Incumbent at that time of the said Benefice of Haselbury Bryan shall have been instituted to Haselbury Bryan subsequently to the date of the publication in the London Gazette of any Order of Your Majesty in Council ratifying this Scheme or if instituted before that date shall consent to become the Incumbent of the United Benefice, but if he shall have been instituted to the said Benefice of Haselbury Bryan before that date and shall not so consent, then the said union shall take effect immediately upon the next vacancy of the said Benefice of Haselbury Bryan following such avoidance of the said Benefice of Stoke Wake and the then Incumbent of the said Benefice of Stoke Wake shall become the first Incumbent of the United Benefice.

"3. That upon the said union taking effect the Parsonage House at present belonging to the said Benefice of Haselbury Bryan shall become and be the house of residence for the Incumbent of the United Benefice.

"4. That after the said union has taken effect the course and succession in which the respective Patrons shall present or nominate to the United Benefice from time to time as the same shall become vacant shall be as follows, that is to say, that in every series of three successive turns of presentation or nomination to be made to the United Benefice after the union the Patron of the said Benefice of Haselbury Bryan shall have the first and the third turns and the Patron of the said Benefice of Stoke Wake shall have the second turn.

"5. That upon the union taking effect all the Tithe rentcharges, Glebe lands and all other the endowments belonging to the said United Benefice or which may hereafter belong to the same United Benefice shall be charged and for ever after be chargeable in favour of the Incumbent for the time being of the Benefice of Branksome, Saint Clement, in the said Diocese of Salisbury with a clear annual sum or yearly rentcharge of £74; the same annual sum or yearly rentcharge to be as from the date of the said union taking effect due and payable to the Incumbent of the said Benefice of Branksome, Saint Clement, to the intent that such Incumbent may therewith be enabled to provide or in part provide the stipend of an assistant Curate for the Parish of Branksome, Saint Clement, and the said annual sum or yearly rentcharge to be apportionable between any outgoing Incumbent of the said Benefice of Branksome, Saint Clement, or his representatives on the one hand and his successor in the same Incumbency on the other hand and to be receivable by the Incumbent in whose favour it is charged as aforesaid by equal half yearly payments on the first day of May and the first day of November in every year and for the recovery of the said yearly rentcharge the Incumbent of the said Benefice of Branksome, Saint Clement, and his successors shall have and be entitled to all the powers and remedies provided by Sections 121 and 122 of the Law of Property Act, 1925, in respect of rentcharges to which those Sections apply. Provided always that if at any time the Incumbent for the time being of the said United Benefice shall by any deed duly executed by him under his hand and seal in accordance with the provisions of any statute in that behalf enabling him, grant, convey and annex to the said Benefice of Branksome, Saint Clement, any part or parts of the endowments belonging to the said United Benefice which shall in the opinion of the Bishop of Salisbury for the time being be a just and fair equivalent or not less than an equivalent for the said yearly rentcharge hereby proposed to be created as aforesaid then such annual sum or yearly rentcharge shall thereupon and thenceforth cease and be no longer payable.

"Provided always that nothing herein contained shall prevent us from recommending and proposing any other measures relating to the matters aforesaid, or any of them, in accordance with the provisions of the said Measure, or of any other Measure of the National Assembly of the Church of England, or of any Act of Parliament."