

COUNTY of BERKS.

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Shrivenham.

Parish of SHRIVENHAM.

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I.  
Date of  
Inquiry.

I. The Inquiry in this Parish was held on the 18th March 1908.

II.  
Report of  
1819.

II. The following is the Report on this Parish, dated 2nd March 1819, of the Commissioners appointed in pursuance of the Act 58 Geo. III, c. 91, to inquire concerning Charities in England for the Education of the Poor (Vol. I., page 59). This Report is hereinafter referred to as the Report of 1819.

Shrivenham.

SHRIVENHAM.

STRATTON'S SCHOOL [see p. 8].

Stratton's  
School.

*Thomas Stratton*, by deed in 1703,\* gave certain land in Shrivenham, in trust, to permit the vicar of Shrivenham, and his successors, to enjoy the same, so long as he and they should pay to the trustees the yearly sum of 4*l.* The trustees were empowered to enter upon the said land, in case of waste committed by the vicar; and they were directed to apply the said rent, in and about teaching and instructing to read English, and to write, such children of poor parents residing in the tithing of Shrivenham, as the heirs of the donor, or in their default his trustees, or in their default the churchwardens and overseers of the poor should direct.

Of the land thus given, a small part was exchanged in 1754, and the rest in 1770, with Lord Barrington, for other land; in lieu of which, and of the vicar's allotment in Longcott, a farm in Shrivenham called Pennyhook and Stonefield, was allotted to the vicar of Shrivenham in 1797, under the Longcott Inclosure Act.

The annual charge of 4*l.* is duly paid to a schoolmaster, appointed at a vestry meeting, for teaching 10 boys, who are appointed by the vicar, to read, write and cypher. These boys are chosen from the tithing of Shrivenham, and are taught in a school-house purchased for the purpose at the expense of the parish, aided by private subscription.

VICAR'S SCHOOL [see p. 10].

Vicar's  
School.

In the year 1788, an old chapel at Watchfield being ruinous, was taken down under a faculty from the bishop, and the materials being sold, the produce was invested in the purchase of 260*l.* 4*s.* 1*d.* three per cent consols. The dividends having been applied for several years to various charitable uses, a deed of trust was executed in 1817, whereby it was declared that the said stock was held in trust to receive the dividends, and pay over the same to the vicar of Shrivenham for the time being, to be by him applied towards the education of the poor children of Watchfield, in such manner as he should think fit; the said vicar regularly rendering an account of his receipts and disbursements to the bishop of the diocese at his visitation.

In pursuance of this trust, the dividends amounting to 7*l.* 16*s.* per annum, have been since duly received by the vicar of Shrivenham, who applies the same to the education of six children of Watchfield, in a day-school, at 12*s.* each per annum, amounting to 3*l.* 12*s.* and of as many other children as will attend at a Sunday school in the same hamlet, for which he pays the sum of 3*l.* 18*s.* per annum; the remaining 6*s.* it is intended to lay out in the purchase of books for the children. They are all taught to read and say the catechism.

\* [1st July 1703. Payment of the 4*l.* was to be "free and clear of all taxes and reprises whatsoever in and upon the nine and twentieth day of September, the one and twentieth day of December, the five and twentieth day of March, and the four and twentieth day of June, by equal portions."—G. W. W.]

*Richard Smith*, Esq. who died in February 1818, having in his life-time expressed a wish that the interest of 100*l.* should be applied after his death to the schooling of poor children of Watchfield, that sum was accordingly invested after his death, by his son-in-law and executor, *John Dixon*, Esq. in the purchase of 129*l.* 4*s.* 10*d.* three per cent consols; and a trust was declared in October 1818, that the vicar of Shrivenham for the time being, should apply the dividends to the education of such poor children of Watchfield as he should think fit, rendering an account when called upon, to the overseers of the poor of Watchfield.

Report of  
1819.Smith's  
School.

At the time of this investigation in December last, the dividend had not become due; but in anticipation of the payment, six children who were placed at school by Mr. Smith in his life-time, have been continued; and it is intended to apply the dividends to the payment of the mistress's salary, and to the purchase of worsted to be supplied to the children for knitting stockings.

The following is the Report on the Charities of this Parish, dated 30th June 1837, of the Commissioners appointed in pursuance of the Act 5 & 6 Will. IV, c. 71, as continued by the Act 7 Will. IV, c. 4, to continue the Inquiries concerning Charities in England and Wales (Vol. 32, pt. 1, page 394). This Report is hereinafter referred to as the Report of 1837.

Report of  
1837.

## PARISH OF SHRIVENHAM.

## MARTEN'S ALMSHOUSES [see p. 11].

By indenture of lease, dated 28 March, 4 James I. (1606), Ann Mores, widow, and Thomas Mores and Dulzabell his wife, demised to Thomas Saunders a pasture-ground, lying within the manor of Great Coxwell, called the Wood Leaze, containing 90 acres, for the term of 1,000 years.

Marten's  
Almshouses.

By indenture, dated 12th October, 15 Charles I. (1639), the said Thomas Saunders and James Saunders his son, assigned to Sir *Henry Marten*, of London, knight, and *Henry Marten*, of Dewcott, otherwise Beckett, esq., the above premises for the residue of the said term.

By indenture, dated 17th July, 17 Charles I. (1641), between the said Sir Henry Marten and Henry Marten, of the one part, and Oliver Pleydell and three others, of the other part, the said Sir Henry Marten and Henry Marten, for the considerations therein mentioned, assigned to the parties of the second part the premises aforesaid for the residue of the said term, in trust that the rents thereof might be employed for the maintenance of 10 such poor people as should be dwelling in those houses in Shrivenham which the said Sir Henry Marten and Henry Marten had then erected and intended to erect there in a place called the Common Close, and that the rents should be paid by the parties of the second part to the said 10 poor people, equally, on the four usual feast-days, or within 20 days after; and, by the said indenture, the said Sir Henry Marten and Henry Marten demised to the parties of the second part the said houses then erected upon the ground, called the Common Close, and so much ground as was then allotted for the building of two houses more adjoining those formerly built, to hold the last-mentioned premises to the same parties from thenceforth for 1,000 years, in trust and for the benefit of 10 such poor people as should, from time to time, be placed and dwell in the said several houses; and in the now abstracting indenture is contained a proviso, that the said Sir Henry Marten and Henry Marten, and their heirs, so long as any of them should continue owners of the manor of Bewcott, otherwise Beckett, should, from time to time, elect and place in every of the said houses such poor people which should be inhabiting in Shrivenham by the space of one whole year before such their election, and then were, or were likely to be chargeable, to the inhabitants, as they should please; and, if the said Sir Henry Marten and Henry Marten, and their heirs, should cease to be owners of the said manor, that then it should be lawful for the lord of the said manor, with the vicar for the time being, and four of the chiefest inhabitants of Shrivenham, or the greater number of them, to elect and place in every of the said houses such poor people as aforesaid as to them should seem meet; and in the said indenture it is provided that the two last survivors of the parties of the second part should, within three months after the decease of the two first, assign the said premises to four other of the chiefest and ablest persons of the parish of Shrivenham, and after the decease of any two of them, then the said two survivors should assign the same to four others, in like manner, upon the trusts above mentioned.

By indenture, dated 16th June 1803, John Wirdnam and Henry Fairthorne, surviving trustees, assigned to John Kent and three others the said pasture-ground and premises for the residue of the said term, upon the trusts aforesaid.

By indentures of lease and release, dated 12th and 13th November 1794, the release made between Edward Loveden Loveden, esq., of the first part, Thomas Lintall, esq., of the second part, Ann Lintall, spinster, of the third part, Theyer Townsend and Thomas Ponton, esqs., of the fourth part, Jonathan Stonard and Michael Hicks Beach, esqs., of the fifth part, and

previously to the marriage of the said Edward Loveden Loveden with Ann Lintall,) the said Edward Loveden Loveden granted to the said Theyer Townsend and Thomas Ponton, and their heirs, (amongst other hereditaments,) an allotment of meadow land in Orefield a Holliwell, containing 11A. 2R. 33P., and an allotment of arable land, containing about 19A. 0R. 7 and a close of meadow or pasture, called Alders Close, containing six acres, and a close meadow or pasture, called Wick Close, containing about 3A. 2R. 19P., all situate in Stanford-in-the-Vale, in Berks, to hold the same to the said Theyer Townsend and Thomas Ponton and their heirs, to the uses therein mentioned; in which said indenture is contained a power enabling the said Theyer Townsend and Thomas Ponton, and their heirs, at any time thereafter, with the consent of the said Edward Loveden Loveden and Ann his wife, to convey, in exchange for other hereditaments, any part of the manor, lands, and hereditaments therein released.

By an Act, 43 Geo. III. (1803), for effectuating an exchange of lands belonging to the almshouses for lands belonging to Edward Loveden Loveden, esq., reciting the several indentures before abstracted, and that it would be for the benefit of the said charity, and of the said Edward Loveden Loveden, and all others interested, if such settled lands were exchanged for the said charity lands, and that the said John Kent and others, and Edward Loveden Loveden and Ann, his wife, were desirous that such exchange should be effected,—it was enacted that the said allotments and closes of meadow, arable, and pasture, situate in Stanford-in-the-Vale, containing altogether 40A. 1R. 19P., should, immediately after the passing of that Act, be vested in and settled to the use of the said John Kent and others, their heirs and assigns, freed from all uses, trusts, and powers contained in the said settlement, but upon the same trusts and subject to the same powers as the lands comprised in the aforesaid term of 1,000 years were, before the passing of that Act, subject to, in exchange for the pasture, called Wood Leaze, lying within the manor of Great Coxwell, containing 90 acres, and other the premises comprised in the said indenture of 28th March, 4 James I., which, it was enacted, should thenceforth be vested in the said Thomas Ponton for the remainder of the said term of 1,000 years, freed from the trusts contained in the said indenture of 17th July, 17 Charles I., but nevertheless upon the trusts of the indenture of release of the 13th of November 1794.

By indentures of lease and release, dated 19th and 20th September 1831, the release made between John Kent and John Bowles, of the one part, and William Wilson, John Fairthorne, William Coster, and Edward Stratton, of the other part, the premises taken in exchange and vested in the trustees of the almshouses by the above Act, were conveyed to the parties of the second part, upon the trusts aforesaid, of whom William Coster is since dead.

It is recorded on a tablet of benefactions in Shrivenham church that Mrs. Elizabeth Sadler, by Will, dated 25th May 1729, left 347*l.* 17*s.* 8*d.* joint South Sea Stock Annuities, and 117*l.* 3*s.* 9*d.* in the capital South Sea Stock, to Viscount Barrington and his assigns, lords of the manor of Beckett, in trust to pay the yearly interest thereof, or of the monies arising by sale thereof, to the use of the poor inhabitants of these almshouses, towards their better maintenance, in such manner as the lords of the manor should think fit.

It appears that these two sums of stock were sold in the year 1807 by the late Dr. Barrington, bishop of Durham, as surviving executor of William Wildman Viscount Barrington, in whose name they had previously stood, but for what purpose such sale was effected we could not ascertain. In respect of the donation, however, the present viscount regularly pays 14*l.* a-year to the almspeople, as hereafter mentioned.

The property of the charity consists of,

1. A farm, comprising three fields, partly arable and partly pasture, containing together about 40 acres, situate in the parish of Stanford, let to Philip Pusey, esq., M.P., as yearly tenant, at a clear rent of 70*l.*, which is considered a high rent, and is regularly paid.

It is intended to grant a lease for 21 years of this property to the present tenant at the same rent as he now pays.

2. An annual sum of 14*l.* paid by Viscount Barrington as before mentioned.

The almshouses consist of a range of stone buildings divided into eight dwellings, each having two rooms and a small garden both before and behind. They are situated in the village of Shrivenham, close to the parish church, and are in tolerable repair.

Contiguous to the premises is a piece of land containing about 20 poles, upon which it was originally intended to erect two additional almshouses; but this not having been done, the ground has been apportioned among the inmates of the almshouses, and is used by them as garden ground.

The almspeople are 10 in number, eight of whom inhabit the almshouses, and the remaining two, though having no dwellings, receive the same share of the rent of the above farm as the others, but no part of the money paid in respect of Mrs. Sadler's Gift. The almspeople are selected by the vicar, the lord of the manor of Beckett, and the trustees, from the aged, necessitous, and deserving poor, residing in the parish, without distinction on the ground of their religious opinions, or of their being in the receipt of parochial relief.

The ages of the present almspeople vary from 75 to 95; all of them are members of the Church of England, and only three receive constant relief from the parish.

Each of them receives from the trustees out of the rent of the farm 1*l.* 15*s.* a quarter, and each of the eight who inhabit the almshouses receives from Viscount Barrington 1*l.* 15*s.* a-year in addition, the before-mentioned annual sum of 14*l.* being divided amongst them. They have no other stipends or allowances whatsoever.

Shrivenham.

Report of  
1837.Marten's  
Almshouses  
—continued.

VISCOUNT BARRINGTON'S CHARITY [see p. 12].

By indenture of lease, dated 26th October 1753, the Right Honourable *William Wildman* Viscount *Barrington* demised to Caleb Colton, vicar of Shrivenham, and four others, churchwardens and overseers of that parish, a messuage or cottage situate in Shrivenham on part of a close, called Barnicles, then lately divided into four tenements, except the said close other than that part whereon the said premises stood, for a term of 500 years, in trust that the said messuage should be occupied and enjoyed by such poor of Shrivenham as the vicar, churchwardens, and overseers, for the time being, should direct, at the rent of 20*s.*; and it was provided that, if the said rent should be in arrear, or the said vicar, churchwardens, and overseers should demise or assign the premises other than for the use of the poor, without licence of the said viscount, the said viscount might re-enter.

Viscount  
Barrington's  
Charity.

Endorsed upon this lease is the following memorandum:—

“This relates to some poor houses formerly adjoining to the field called Barnacles, but since removed and rebuilt by Lord Barrington in the lane at the back of Mr. Wirdman's orchard.”

These premises consist of four stone cottages, each having a small piece of ground attached, situate on the west side of the village: they are inhabited by four poor families belonging to the parish, who are put in by the overseers. The repairs have been hitherto kept up, and the reserved rent paid out of the poor's rates. The buildings are, at present, in very good repair.

It is the intention of the parishioners that the occupiers of these cottages shall, in future, pay such rent for them as will cover the reserved rent and defray the expense of keeping them in repair.

POOR'S LAND [see p. 13].

It is recorded on the tablet in the church that, in 1758, the churchwardens and overseers of this parish purchased of Mr. Richard Garrard a meadow, called Breach Mead, containing three acres, the profits of which were to be applied from time to time in apprenticing such poor children within the several tithings of Shrivenham and Becket as the inhabitants thereof should, at their general vestries or other public meetings, direct.

Poor's Land.

By indenture, dated 29th September 1813, between William Maskelyne, esq., of the first part, the Honourable and Right Rev. Shute, Bishop of Durham, the Rev. George Barrington, and William Price, esq., of the second part, Francis Warneford, esq., of the third part, and William Williams and three others, churchwardens and overseers of Shrivenham, of the fourth part,—it is witnessed that the said William Maskelyne assigned to the said Francis Warneford a piece of pasture, called Cow Leaze, containing 3*a.* 3*r.* 33*p.*, in the parish of Shrivenham, then vested in the said William Maskelyne for the residue of a term of 1,000 years, by indenture, dated 12th February 1578, to hold the same unto the said Francis Warneford for the residue of the said term, subject to such yearly rent or other payment as affected the same land, or a due proportion thereof, if so affected jointly with other lands or tenements, in exchange for a piece of meadow, called Breach Mead, containing three acres, then vested in the said Francis Warneford, as representative of the Rev. Francis Warneford, deceased, for the residue of a term of 1,000 years, created by indenture, dated 26th May , between Sir Henry Unton, knight, of the one part, and Toby Smith, of the other part, subject to the payment of a proportional part of the sum of 10*s.* 4*d.* reserved by the said indenture for the whole of the premises therein comprised, and so subject in trust for the charitable purposes of the said indenture of the 5th March 1758; and it was declared that the said Francis Warneford, party thereto, should stand possessed of the said close, called Cow Leaze, for the residue of the said term upon the charitable trusts of the said indenture, dated 5th March 1758, between Richard Garrard, of the first part, John Grinnel and two others, churchwarden and overseers of Shrivenham, of the second part, and the said Francis Warneford, deceased, of the third part.

We could obtain no information respecting the deed of March 1758 in addition to that disclosed by the above abstract.

The land, called Cow Leaze, is let to John Hazell, as yearly tenant, at a clear rent of 8*l.* which is regularly paid.

Besides the above property there is standing in the name of Joseph Hughes, in the Faringdon savings' bank, to the credit of this charity, the sum of 27*l.* 15*s.* 0½*d.*, producing interest at the rate of 3*l.* 6*s.* 8*d.* per cent.

Previously to 1823 the income of the charity was applied in aid of the poor's rates. Since that year the sum of 112*l.* received for rent of the above land, together with 5*l.* 1*s.* 4*d.* for interest on a sum of 32*l.*, formerly deposited in, but long since withdrawn from the Faringdon

Shrivenham. savings' bank, has been applied in the manner shown by the following statement extracted from the account-book of the trustee :

Report of  
1837.

Poor's Land  
—continued.

	£.	s.	d.
1827, May 9. Indenture of apprenticeship, John Ackrill . . . . .	14	0	0
1828, Nov. 28. Interest for 16 years and 18 days on 60 <i>l.</i> borrowed towards the purchase of a school-house in the village . . . . .	48	2	11½
1831, March 25. Indenture of apprenticeship, Jonathan Reason . . . . .	10	13	4
1834, October 11. Indenture of apprenticeship, William Skinner . . . . .	8	10	0
Deposited in the Faringdon savings' bank, 28th November 1836 . . . . .	27	15	0½
Balance in hand at the time of our inquiry, (18th February 1837) . . . . .	109	1	4
	£	117	1 4

The boys put out as apprentices are selected by the parishioners in vestry from the deserving poor belonging to the parish, care being taken that the masters bear respectable characters, and are competent to teach their trades, which are of a handicraft description. The applicants for the benefit of the charity are very few, although the existence of it is well known, and the parish is extensive.

Stratton's  
Charity.

#### STRATTON'S CHARITY.

See First Report, p. 59.

We could learn nothing respecting a donation of 30*l.* mentioned, in the Parliamentary Returns of 1786, as given by an unknown donor for the benefit of poor widows belonging to Watchfield, a township in this parish.

III.  
General  
Digest,  
1862-3.

III. The following is the description of the Charities of this Parish contained in the General Digest, 1862-3 :—

GENERAL DIGEST, 1862-63.

Locality and Designation of Charity.	Endowments.								Total Gross Income.	Total Former Income.	Objects of Foundation, or Purposes to which the Income is applicable.			Observations.
	Real Estate.				Personalty.						Education.	Apprenticing and Advancement.	Support of Almshouses, their Inmates, and Pensioners.	
	Houses and Lands. Acreage of Lands.	Rent of Real Estate.	Rents-charge and Fixed Annual Payments.		Stock.	Dividends and Interest.								
<b>Shrivenham.</b>	A. R. P.	£ s. d.	£ s. d.		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.		
Stratton - - -	—	—	4 0 0	—	—	—	4 0 0	4 0 0	4 0 0	4 0 0	—	—	—	
Unknown; or Walshfield Chapel Fund.	—	—	—	C.	260 4 1	7 16 0	7 16 0	7 16 0	7 16 0	7 16 0	—	—	—	
Smith - - -	—	—	—	C.	129 4 10	3 17 10	3 17 10	3 17 10	3 17 10	3 17 10	—	—	—	
Marten, Sir H. -	40 1 36	70 0 0	—	—	—	—	70 0 0	84 0 0	—	—	—	70 0 0	Also 10 almshouses.	
Viscount Barrington.	—	—	—	—	—	—	—	—	—	—	—	—	Four cottages, formerly occupied by poor, at a reserved rent of 20s., paid from poor's rate.	
Poor's Land -	3 0 0	10 0 0	—	—	—	—	10 0 0	8 18 6	—	Ap.	10 0 0	—		
Bourton School -	—	—	—	C.	3,000 0 0	90 0 0	90 0 0	—	90 0 0	—	—	—	Founded 1847.	
Bourton Alms- houses.	—	—	—	C.	3,000 0 0	90 0 0	90 0 0	—	—	—	—	90 0 0	Founded 1847, at Bour- ton.	
National School -	—	—	—	—	—	—	—	—	—	—	—	—		
							275 13 10	108 12 4	105 13 10	—	10 0 0	160 0 0		

C. = Consols. Ap. = Apprenticing.

Shrivenham.

IV.  
Register of  
Unreported  
Charities.

IV. There are references to this Parish in the Charity Commissioners' Register of Unreported Charities, the substance of which is embodied in the following Report.

V.  
Constitution  
and Popula-  
tion of  
Parish.

V. The ancient parish of Shrivenham consisted of the following townships or tithings, all of which are now civil parishes. The population, according to the Census Returns of 1901, is appended.

Shrivenham	-	-	-	-	-	633
Bourton	-	-	-	-	-	243
Fernham	-	-	-	-	-	163
Longcot	-	-	-	-	-	256
Watchfield	-	-	-	-	-	318

All but Fernham are governed by parish councils.

Watchfield is included in the ecclesiastical district of Shrivenham. Longcot and Fernham together form the ecclesiastical district of Longcot St. Mary with Fernham. Bourton is a separate ecclesiastical district.

VI.  
Report of  
Assistant  
Commis-  
sioner.

VI. The Inquiry was held in the Church Room at Shrivenham, where there were present the Rev. Edward Frank Hill, vicar of Shrivenham, the Rev. Bernard M. Hawes, vicar of Longcot with Fernham, the Rev. J. Bates, vicar of Bourton; Messrs. John George Day and James Lawrence, churchwardens, Henry C. E. Olliver, schoolmaster and overseer (and assistant overseer of Watchfield), Thomas Phipps, district councillor, H. C. Hall, chairman, and Leonard William Knapp, member of the parish council, Thomas Fuller, and Robert W. Hedges, all of Shrivenham; Abraham Wilson, overseer, and John Phillips, assistant overseer, of Bourton; Joseph Lawrence, chairman of the parish council of Longcot, and Ernest Frank Wilson, churchwarden of Longcot; Robert Stone and George Wyatt, overseers of Watchfield.

#### STRATTON'S CHARITY (see page 2).

Strattou's  
Charity.

There is some doubt as to the exact nature of the endowment of this Charity.

From the recitals in indentures of lease and release dated 16th and 17th February, 1 Anne [1702-3], whereby the property was conveyed to Thomas Stratton, it appears that Thomas Read by his will in 1687 bequeathed to Read Richardson "his estate and land lying in Stanbridge in the county of Berks, to him and his heirs for ever, containing by estimation eight acres and half an acre and twenty pole, and one yard of ground," and also certain lands in Lambourn, and that "the said Thomas Read did heretofore, upon the Inclosures of Shrivenham aforesaid, purchase the latter Moweth or Feeding of a Meadow Ground containing eight acres and half an acre and twenty pole of and from the inhabitants of Shrivenham aforesaid, and which said lands now lieth in a meadow called or known by the name of the Vicarage Mead, lying in the Breach in the said parish of Shrivenham next unto the Sands, north, and a meadow now in the possession of Edward Jenner, on the south, and also that the said Thomas Read and his heirs should [*sic*] hold and enjoy the latter Merth and Feeding of the said Mead from and after the 1st day of August until the 25th day of March then next following for ever," and that, "the said eight acres and half an acre and twenty pole in Stanbridge, mentioned in the said will, did before the said Inclosures at Shrivenham aforesaid lie in a Furlong heretofore called by the name of Stanbridge Furlong, the first Moweth or vesture thereof being allotted upon the said Inclosures to the vicar of Shrivenham aforesaid and his successors for ever. And that the latter Merth and Feeding of the said Vicarage Mead as the same was then marked out upon the said Inclosures should be held and enjoyed by the said Thomas Read and his heirs and assigns for ever, as in and by a decree inrolled in the High Court of Chancery (amongst other lands), relation being thereunto had it doth and may more at large appear."

This decree has not yet been traced, but there is in the church "a book of Survey of the parish of Shrivenham," dated June 3rd, 1658, which clearly embodies the result of the Inclosure, and contains the following item:—

"William Pound, clerk, for his glebe. Meadow. One plot in the Breaches lying next to the Sands north, and Will Jenner south—8a. 2r. 20p.," and at the end, under the heading "Conclusion," is a summary with the entry "The Vicarage glebe

“ containeth 8a. 2r. 20p.” After the signatures of the persons executing the Survey is appended, “ A note of such alterations as hath been made since this book was engrossed,” with the entry “ on the south side and west end of Mr. Pound’s glebe plot of meadow in the Breaches is laid one rood of meadow more which Thomas Reade hath bought, together with the after feeding of the said glebe plot, who is also to make the fences on the south side next Will Jenner and the west end next the Driftway, it being formerly assigned for Mr. Pound to make.”

Shrivenham.  
—  
Stratton’s  
Charity—  
continued.

The foregoing entries and recitals taken together are obscure, but would naturally be interpreted to mean that Thomas Read’s interest in the 8a. 2r. 20p. in the Breaches was limited to the aftermath, the soil and the *prima tonsura* being vested in the vicar.

By the first-mentioned indentures, nevertheless, the representatives of Thomas Read’s devisee conveyed, in consideration of 100*l.*, to Thomas Stratton, “ all those the said eight acres and half an acre and 20 pole of ground lying and being in a meadow or pasture ground as the same is now inclosed in the Breach, called or known by the name of the Vicarage Mead in Shrivenham aforesaid, and also all that one yard or rood of meadow ground lying and being in a certain meadow adjoining to the said Vicarage mead north and the meadow ground in the possession of Edward Jenner on the south, and the driftway leading to the said mead on the west end thereof in Shrivenham aforesaid, called the Breach, . . . which said yard or rood of ground last mentioned the said Thomas Read purchased to him and his heirs for ever of and from John Wildman, Esq., and others, and all which said premises now are in the possession of the said John Richardson or William Richardson [two of the grantors], their assigns or under-tenants.”

Wildman is not mentioned in the Survey, and therefore the boundaries of the land purchased from him cannot be there identified, but the above conveyance would appear to indicate that Thomas Read had purchased the vicar’s interest in the 8a. 2r. 20p. The deed, moreover, contains the usual warranties that the vendors were seised of a good and indefeasable estate in fee simple free from encumbrances, and that they would suffer a fine of the premises, which they enforced by giving Stratton a bond conditioned in 200*l.*

Stratton’s feoffment to charitable uses however throws some doubt upon the title. By this deed, which is dated 1st July 1703, Thomas Stratton conveyed to Thomas Fettiplace of Fernham, John Blagrove of Watchfield, Edward Warren of Shrivenham Grove, and John Prestwood of Shrivenham, the same 8a. 2r. 20p. in the Breach and the yard or rood of meadow adjoining, to hold after his death in fee simple, in trust that they would permit and suffer the vicar of the parish for the time being to hold and enjoy the premises so long and no longer than he should yearly pay to the feoffees the yearly rent of 4*l.*, free and clear of all taxes and reprises whatsoever on the usual quarter-days, by equal portions, so as the vicar should neither do or permit or suffer any waste thereupon, and in case the vicar should refuse to hold the premises upon such terms or to pay the rent, then it might be lawful for the feoffees to enter and let the premises to such persons as they should think fit and for the best rent they could get; and it was declared that the feoffees should employ the rents, whether paid by the vicar or not, in and about the teaching and instructing to read English and to write such and so many children of poor parents residing in the tithing of Shrivenham as the heirs of Thomas Stratton or in their default as the major part of the trustees should appoint, and in case of their failure, then as the churchwardens and overseers should appoint, and it was provided that within three months after two or more of the trustees should depart this life the survivors should convey the premises to the use of four or more substantial persons living in the said parish, and that on the Tuesday in Easter Week a particular in writing of the names and surnames of the children to be taught the following year should be delivered in to the minister, churchwardens, and parishioners who should be present in the parish church.

Thomas Stratton, therefore, was not sure of his ground, and the vicar forthwith entered his protest, and by a document, dated 20th July 1703, engrossed in the same hand as the deed, to which it is fastened, and signed by him in the presence of two witnesses, one of whom was a witness to the execution of the deed, declared that if the vicar should not think fit to hold the premises on the terms of the deed, in such case he himself nor any of his tenants should not feed the premises with any sort of cattle in any year, but should “ heyne upp and mowe ” the same and take the first crop or vesture only between the 25th of March and the 1st of August “ pursuant to a decree in Chancery, and as the same was allotted to the said vicar and his successors upon the Inclosures of Shrivenham aforesaid as by the said

Shrivenham. " decree inrolled in the High Court of Chancery may appear, anything contained  
 in the said recited indenture of feoffment [Stratton's deed] to the contrary thereof  
 Stratton's " in any wise notwithstanding."  
 Charity—  
*continued.*

The declaration is unstamped, and could in itself have no legal validity, but its importance lies in the fact that the vicar refused to acquiesce in what must be regarded as an unjustifiable appropriation of his property, and its essential justice was recognised by subsequent feoffees. Thus when one acre of the inclosure was exchanged, by a deed dated 14th October 1754, with William Wildman, Viscount Barrington, for a close called Pinnell's Close adjoining the Vicarage Close, it was recited in a licence or faculty to alienate granted on the 16th September preceding by John Bishop of Sarum, and embodied in the deed, that the Vicarage Mead belonged to the Reverend Caleb Colton, vicar of the parish, in right of his vicarage, and to a charity school erected there, and Caleb Colton was a party to the deed and joined in the conveyance to Lord Barrington, not only jointly with the other trustees as a trustee of the Charity School, but also separately as vicar.

The second deed of exchange with Lord Barrington, which is dated 28th April 1770, and is referred to in the Report of 1819, contains no mention of the Charity; and the trustees are not made parties, but, on the contrary, it describes the eight acres which were given to him as " a parcel of glebe land "; nor does the Longcot Inclosure Award give any indication that the Charity had an interest in the lands which the vicar brought in for the purpose of re-allotment.

As no mention of feoffees or trustees and no appointments of new trustees are to be found subsequent to 1754, it is evident that soon after that date the annual rent of 4*l.* came to be regarded, as it has ever since been regarded, as a rentcharge, and that the Rev. Caleb Colton, who, as above shown, was a trustee in 1754, came to usurp the entire management of the Charity, which was thereafter left in the vicar's hands. It is clear, however, that of the land which the vicar now holds as the equivalent of the 8*a.* 2*r.* 20*p.* and the rood adjoining, the equivalent of the one rood is held by him as a trustee for the Charity, and that he holds the soil of the remainder in his own right, but subject to certain rights of the Charity as an equivalent of the aftermath of the 8*a.* 2*r.* 20*p.* After the lapse of so many years it would probably be held now that he was entitled to retain the lands in perpetuity subject to the yearly payment of 4*l.*, which may be regarded as a reasonable perpetual rent for the one rood and the aftermath of the other land.

The Charity, to which the title of school was erroneously applied in the Report of 1819, is now treated as consisting of a yearly sum of 4*l.* charged on the endowments of the vicarage of Shrivenham, and paid quarterly by the vicar. During its existence the school mentioned in the Report of 1819 received the payment, but it does not appear that any boys were taught free in respect of it, in later years at least. On the erection of the National School in 1863, the payment was transferred to that school, and is now made to the managers, who use it for general purposes.

#### THE VICAR'S SCHOOL (*see page 2*).

The Vicar's School. The Consols mentioned in the Report of 1819 were sold in 1857 and the proceeds were applied towards the cost of a new chapel at Watchfield.

Upon an application being made by the parish council to induce the Charity Commissioners to endeavour to recover this Charity for education, the Commissioners expressed the opinion that the declaration of trust made in 1817 was illegal and could not have been enforced, and that the Consols were properly applied in 1857.

#### SMITH'S CHARITY (*see page 3*).

Smith's Charity. Under an Order of the Charity Commissioners dated 10th December 1861, the sum of 129*l.* 4*s.* 10*d.* Consols belonging to this Charity was transferred to the Official Trustees of Charitable Funds. It now produces 3*l.* 4*s.* 4*d.* yearly.

By an Order of the Charity Commissioners dated 14th October 1898, it was directed that the number of trustees might be increased to three, of whom one might be nominated by the sole trustee (the vicar) and one by the parish council of Watchfield. The parish council thereupon appointed Thomas Stone, but has not since reappointed him, although under the provisions of the Local Government Act, 1894, his term of office expired in 1902. The vicar has never appointed a representative, but acts himself as a trustee.

The income was applied to the support of the schools at Shrivenham, mentioned under the head of the National School below, until the latter school was erected in 1863. Since then it has been paid directly into the account of the managers of that school.

The infants of Watchfield attend an Infants' School in that village; the elder children attend the National School at Shrivenham. Both schools are under the same management, and until 1893, there was one account for both. In that year their accounts were separated, and the income of the Charity, formerly paid into the joint account, has since been appropriated to the Shrivenham School. The result is the same in either case, for the Watchfield children have not for many years received any special benefit from the Charity.

Shrivenham  
—  
Smith's  
Charity—  
continued.

#### MARTEN'S ALMSHOUSES (see page 3).

The abstract of the deed of 1641, given in the Report of 1837, is misleading, in that it does not distinguish between the parish and the township of Shrivenham. The words of the original deed, according to an 18th century copy among the trustees' muniments, which appears to be the only record now extant, are that the trustees should place in the houses "such poor people which shall be inhabiting and dwelling in the said town of Shrivenham . . . chargeable to the inhabitants of the said town of Shrivenham," and as regards the electors, that they should be, besides the lord of the manor and the vicar, "four of the chiefest inhabitants of Shrivenham aforesaid," that is to say, as previously limited in the deed; and although the word "parish" occurs, as stated in the Report of 1837, in the third line from the end of the abstract, it is for the first time in the deed, and it is qualified by the word "said," which again limits the meaning to the earlier definition of the area, viz., to the township.

Marten's  
Alms Houses.

This interpretation is confirmed by a decree of Commissioners of Charitable Uses, made at Faringdon on the 21st October 1730 (Charity Inq. and Decrees, 57, 10), where "chiefest inhabitants" are further defined to mean persons who have paid most to the poor rate of the town last preceding the vacancy to be filled, those inhabiting the town and paying for their own land to be considered superior to rack-renters.

About the year 1850, Archdeacon Berens, then vicar of Shrivenham, completed the founder's scheme by building two additional almshouses at his own expense. The endowments now consist of—

1. Ten almshouses and gardens.
2. Land in Stanford in the Vale, containing 40a. 1r. 19p., and let to Mrs. T. Hughes on a yearly tenancy at the rent of 60*l.*
3. Elizabeth Sadler's Endowment.—A yearly sum of 14*l.* paid by Viscount Barrington.

The land is subject to land-tax of 2*l.* 18*s.* yearly, and tithe rentcharge of 12*l.* 1*s.* 10*d.* (1907), which is paid by the tenant.

The almshouses are insured at a yearly premium of 15*s.*, and rates are paid, to the amount of 2*l.* 13*s.* 4*d.* in 1907. Repairs are not distinguished in the accounts from those of Viscount Barrington's cottages below-mentioned, but for both together they amounted to 21*l.* 1*s.* 9*d.*, which included 20*l.* for thatching the cottages, in 1907; and in the six previous years they cost 30*l.* 10*s.* On the average of the past seven years, therefore, they have cost 7*l.* 7*s.* yearly.

By an Order of the Charity Commissioners dated 2nd May 1862, a Scheme was established, and the real estate was vested in the Official Trustee of Charity Lands. The Scheme constituted a body of eight trustees, consisting of the vicar, the churchwardens and the lord of the manor of Bewcot or Beckett, if of full age and willing to act *ex-officio*, and four non-official trustees. Future non-official trustees are to be appointed subject to the approval of the Charity Commissioners. The almshouses are to be used for the occupation of 10 poor persons who have resided in the parish of Shrivenham for not less than three years next preceding their appointment, and who from old age, ill-health, accident, or infirmity are unable to maintain themselves by their own exertions, with a preference to those persons who have become reduced from better circumstances. So far as conveniently may be, the almspeople are to be taken in equal numbers from either sex. Each almsperson is to be paid such a weekly stipend as shall be fixed by the trustees and the income will permit, but the trustees may expend any suitable portion of it in providing the almsperson with fuel, clothing, or other necessaries. A vacancy is to be filled within three months at a duly summoned meeting of trustees, after public notice of the vacancy has been fixed on the church doors for 15 days at least. Applications are to be made to the clerk of the Charity, and to be accompanied by testimonials and evidence of qualification. No almsperson is to be absent from the almshouses more than 24 hours without written consent of two or more trustees, or to let or part with possession of an almshouse or suffer any person

Scheme of  
1862.

Shrivenham.  
Marten's  
Almshouses  
—continued.

to occupy it without written consent of the trustees. The trustees are empowered to remove an almsperson in case of misconduct or when found to have been appointed without having the proper qualifications, or in the former case to suspend wholly or partially the almsperson's stipend during such time as they think, and they are also empowered to make rules and regulations.

In view of the terms of the original deed the expression "parish of Shrivenham" as used in the Scheme, was clearly an error.

The lord of the manor is Viscount Barrington. The present non-official trustees are John George Day, approved on the 17th March 1882, James Lawrence, approved on the 5th March 1889, and the Honourable William Barrington and John Snook, both appointed in June 1907, but not yet approved.

Mr. J. Lawrence is honorary clerk to the trustees.

The almshouses are a row of ten tenements, built partly of stone and partly of brick, slated in front with stone slates, and behind with tiles. Each tenement contains a living-room with a tiled floor, and a bedroom above, approached by a wooden stair, and a scullery opening on the yard behind. These sculleries are lean-to, which has recently been built against the rear of the building. In front are flower gardens and in the rear are kitchen gardens, cultivated by the almspeople.

The houses are now occupied by five men and four women. One vacancy, which occurred six months ago, has not been filled for lack of a suitable applicant, and there is never much demand for admission. The houses are quite as good as the average labourer's cottage, but some of the trustees are of opinion that there is a prejudice against them, the reason for which has never been ascertained, and a failure of suitable applicants is a frequent occurrence. The tenth house is at present occupied by the parish nurse who lives rent-free on condition that she gives assistance to the almspeople. Of the women, three are widows, and one is a single woman; of the men one is married and his wife lives with him.

Of the occupants only eight receive a stipend from the Charity. This consists of 3s. 6d. a week, besides the share of the 14l. paid by Viscount Barrington, which does not pass through the trustees' hands but is divided equally among the almspeople by Lord Barrington's agent. The non-stipendiaries are promoted to a stipend when vacancies occur. None of the almspeople are in receipt of Poor Law relief; some are still capable of work, and one earns 13s. a week.

The benefit of the Charity has at all times been confined to the township of Shrivenham, the Report of 1837 conveying a false impression by the inaccurate use of the term parish.

It has occasionally happened that a poor almswoman has been removed to the workhouse, but only on one such occasion was her place regarded as immediately vacant. The stipend, however, was not continued, and the almsperson's share of the 14l. was applied to repairs of the building.

As appears below, the net rents of Viscount Barrington's cottages are applied to the maintenance of the almshouses. On the joint account the trustees had a balance of 40l. 18s. 8d. at the end of 1907.

#### VISCOUNT BARRINGTON'S CHARITY (see page 5).

Viscount  
Barrington's  
Charity.

These cottages were let by the vicar, churchwardens and overseers at weekly rent of 1s. 6d. each, and latterly of 1s. each, and their repairs were defrayed out of the poor rate (to the relief of which the rents were applied) until 1884, when the Poor Law auditor disallowed the payments out of the rates and surcharged the overseers with the amount. It became then evident that the lease, of 1753 contained no provision for the maintenance of the cottages, and that the current rents, which produce a great deal more than the 20s. yearly limited by the lease, could not be justified. After a few years, therefore, an application was made to the Charity Commissioner who, by an Order dated 8th February 1889, established a Scheme, directing that the cottages should be let, and that the net rents, after defraying the expense of repairs and insurance of the cottages and other outgoings, should be applied towards the support of the almspeople in Marten's Almshouses, and, subject thereto, towards the repair of the almshouses.

Scheme of  
1889.

The cottages are now under the management of the trustees of the almshouses who let them at 1s. a week each, making a gross yearly income of 10l. 8s., to poor persons selected by them. The rent is said to be below their true value. The rents are collected by Mrs. Butler, the widow of a former assistant overseer, who performs

the same function, and she pays the outgoings, which consist of 10s. 2d. insurance premium, the quit-rent of 1l. 5s. 2d. payable to Lord Barrington, the poor rates, amounting to 1l. 0s. 8½d. in 1907, and her own commission of 5s. yearly for collecting the rents, and hands the net rents to the trustees. These amounted in 1907 to 6l. 6s. 5½d., of which sum Mrs. Butler retained 2l. 7s. 11½d. in hand to meet current outgoings.

Shrivenham.  
—  
Viscount  
Barrington's  
Charity—  
continued.

The position as regards these cottages is not satisfactory. It appears probable that the legal estate became vested by the operation of the Act 59 Geo. III., c. 12, in the churchwardens and overseers, and if so it has become vested now under the Local Government Act, 1894, in the parish council; but it is an anomalous condition of affairs that the legal estate should be in one body of trustees, the right to let the property in a second, and the right to the income in a third, while a fourth person receives and deals with the rents. It would be convenient, therefore, if the legal estate were vested in the Official Trustee of Charity Lands, and the management were formally transferred to the trustees of the almshouses.

#### POOR'S LAND (see page 5) or GARRARD'S CHARITY.

The acting trustees of this Charity are Messrs. R. W. Hedges and J. G. Day, who were appointed in 1895 by the parish council in place of the churchwardens, but have not since been reappointed. No appointment has been made in place of the overseers, but it is plain from the Report of 1837 that the land was parish property, and indeed the parish council on that assumption lays claim to the legal estate.

Poor's Land,  
or Garrard's  
Charity.

The land, which is estimated in the township rate-book to measure 3a. 1r. 8p., is let on a yearly tenancy to Harry Chivers at the rent of 6l. yearly. It is subject to land-tax of 6s. and tithe rentcharge of about 8s., which is paid by the trustees. A sum of 1l. was expended in 1907 on a new gate and a gate-post, but no fencing has ever been done by the trustees.

There is also a sum of 24l. 19s. 1d. in the Post Office Savings Bank, but there appears to be no connexion between this sum and the money described in the Report of 1837 as in the Faringdon Savings Bank, as it was first deposited about the date of the Inquiry. There are no accounts to explain the disappearance of the fund of 1837, and Mr. Hedges states that no accounts have been kept in his time, the income being generally expended almost as soon as received.

The income has always been expended in binding as apprentices children of the tithings of Shrivenham and Beckett selected by a parish meeting. For many years great difficulty has been experienced in finding boys who are willing to be apprenticed, and when found they generally leave their masters after the second year, when the full premium has been paid, only half being payable on the signing of the indentures. This is not due to any deficiency in the premium, for the amount of the premium varies from 20l. to 25l., and the last boy apprenticed (in 1902) received 5l. for clothes at the signing, and a chest of tools costing 4l. 10s., on the completion of his indentures, besides the 20l. paid to the master. In the last 22 years seven boys have been bound, generally to carpenters, and one girl was bound to a dressmaker.

The balance in hand at the close of 1907 was 9l. 10s. 2d., in addition to the money in the Savings Bank, so that there are funds available for another apprentice, but no application has yet been received.

#### NATIONAL SCHOOL, WITH LEVITT'S ENDOWMENT.

By an indenture dated 17th October 1799, Farmer Edwards and another conveyed to the Rev. B. Colton, vicar, William Bowles, churchwarden, and Edward Warren and Thomas Edgington, overseers of Shrivenham, on behalf of themselves and the rest of the parishioners, a plot of land in Shrivenham for the residue of a term of 500 years, created by an indenture dated 14th June 1792, for the purposes of a schoolhouse.

National  
School, with  
Levitt's  
Endowment.

The building erected on this site was used as a school for boys until 1863. The girls were taught until the same date in a school erected in the churchyard, which bore the name of Lady Barrington's School, although it had been conveyed by the Rev. Edward Berens to the vicar and churchwardens under the School Sites Act by a deed dated 2nd September 1847, and enrolled in Chancery 6th September 1847.

By a deed poll dated 29th July 1863 and enrolled in Chancery the following day, William Keppel, Viscount Barrington, granted under the School Sites Acts to the minister and churchwardens of Shrivenham a piece of land in the village of Shrivenham

Shrivenham.  
National  
School, with  
Levitt's  
Endowment  
—continued.

and the buildings thereon, upon trust to permit the premises to be used as a school for the education of the labouring, manufacturing and other poorer classes in the parish, and as a residence for the teacher or teachers, such school to be in union with the National Society, and open to the inspection of the Oxford Diocesan Board of Education, and to be under the management of the principal officiating minister of the parish.

Under an Order of the Charity Commissioners dated 27th October 1863, the old boys' school was sold for 260*l.*; and under Orders dated 12th February 1864 the schoolmistress's house and the old girls' school were sold for 86*l.* and 34*l.* respectively. These sums were applied with the sanction of an Order of the Commissioners, dated 3rd June 1864, towards the cost of a new school for boys and girls on the newly-acquired site.

*Marmaduke Levitt*, by his will dated 28th March 1872 and proved at London on the 16th February 1882, bequeathed the residue of his estate to George Farmiloe and two others, upon trust that the said trustees, or other the trustees or trustee of his will, should in their entire and absolute discretion apply the same for promoting the cause of education, whether in Middle Class Schools or otherwise, or by founding Scholarships in the University of Cambridge.

By an Order of the High Court of Justice (Chancery Division) made in "*Re Levitt, deceased, Farmiloe v. Levitt*," it was ordered that the Official Trustees of Charitable Funds should hold 400*l.* Consols upon trust to pay the dividends to the treasurer for the time being of the Shrivenham National Day Schools, for expenditure as the committee or other governing body of the said schools might direct, for the better advancement of learning, and either wholly or in part for the religious education, of the children attending the schools so long as the said schools should be in connexion with the National Society.

The Stock was transferred to the Official Trustees of Charitable Funds on the 10th April 1888.

The annual dividends, now amounting to 10*l.* yearly, are remitted to the vicar and churchwardens, and by them paid to the school managers. They have always been applied in aid of the general funds of the school.

#### READING ROOM.

Reading  
Room.

By an indenture dated 24th May 1905 and enrolled in Chancery 31st May 1905, Alfred Sartoris and Abraham John Robarts as trustees of the estates of Walter Bulkeley, Viscount Barrington, in consideration of 20*l.*, and by the direction of the said Viscount Barrington, party thereto, as tenant for life, appointed a piece of land in Shrivenham containing 5½ perches and coloured on the plan indorsed, subject to any lease or mortgage theretofore made of the premises, to the use of the said Viscount Barrington, and the Rev. Edward Frank Hill, John Gage Day and Robert Whitfield Hedges, their heirs and assigns, subject to a reservation of the right of building to any height upon the land adjoining, and to a covenant by the said Viscount to indemnify the grantees against all mortgages, charges and incumbrances affecting the premises, upon trust to allow the premises and any buildings thereon to be used and enjoyed as a reading-room and library and place of social intercourse and innocent amusement and recreation for the benefit of the parishioners of the parishes of Shrivenham and Watchfield, without regard to sect or religion, according to the provisions hereinafter contained.

These provisions vested the entire management in a committee having powers of delegation and consisting of the person entitled to the first beneficial estate of freehold in the manor of Shrivenham (the lord of the manor), the vicar of Shrivenham, and the churchwardens of Shrivenham, empowered the committee to forbid the use of the premises for political purposes or any purpose which they should deem improper, directed that minutes should be kept of the proceedings of the committee, that when the number of trustees should fall below three, the committee should appoint new trustees or a new trustee, and that so long as a member of the committee was willing to be a trustee, no other person should be appointed a trustee, and empowered the committee to alter or rescind any of the above regulations and make new regulations, provided that the general objects of the trust were maintained and that no such alteration, rescission or addition should have effect until entered in the minute book.

The institution is managed in accordance with the trusts. The building was erected in 1905 at a cost of nearly 700*l.* by means of subscriptions raised by the vicar. It has been furnished with a billiard-table, bagatelle-board, books and newspapers, and is open to any inhabitant on payment of a subscription of 2*d.* weekly. During the winter there are from 50 to 60 regular subscribers.

## TOWNSHIP OF BOURTON.

## THE BAKER AND TUCKER ALMSHOUSE CHARITY.

Shrivenham.

Township of  
Bourton.The Baker  
and Tucker  
Almshouse  
Charity.

By an indenture dated 18th March 1847 and enrolled in Chancery 27th March 1847, and made between John Tucker of the first part, John Baker of the second part, and Thomas Tucker, Joseph Tucker, James Kayess the younger, and Stephen Tucker of the third part, after reciting that the parties of the first and second parts had at their joint and equal expense erected on land of John Tucker in Bourton certain cottages or almshouses for the reception and residence of poor aged persons, and as a further provision for the occupants, had invested in the names of the parties of the third part 3,000*l.* Three per Cent. Consolidated Bank Annuities, John Tucker granted to the parties of the third part to the use of all the parties thereto, their heirs and assigns a plot of land in Bourton with the almshouses thereon, upon trust to permit the almshouses to be occupied by persons appointed by the said John Tucker and John Baker during their lifetime, and after their death and the death of the then occupants that the trustees of this indenture should suffer the almshouses to be occupied, used and enjoyed, upon such conditions and subject to such rules and regulations as might have been once or last prescribed or made by the said John Tucker and John Baker or the survivor of them, or after their decease by the trustees, by poor aged widowers, widows, or married men and their wives, who should have been inhabitants of the hamlet of Bourton, and who should be nominated by the officiating clergyman and the overseers of the poor of the said hamlet or the majority of them and approved by the trustees or the majority of them, and it was declared that the parties of the third part and other the trustees of the Bank Annuities should stand possessed thereof, and of the annual produce thereof, upon trust that the trustees for the time being should apply so much of the annual produce as should be necessary in the repair, support and maintenance and insurance against fire of the almshouses, and pay the residue to the occupants of the almshouses in equal shares or in such other shares, or otherwise to apply the same for the benefit of the same persons or some of them as the trustees of this indenture, including the trustees of the Bank Annuities, or the majority, the senior in age having a casting vote, should think fit, and so that at the expiration of each year such part if any of the dividends as had not then been disposed of should be divided amongst the occupants equally or otherwise as aforesaid, and it was declared that the trustees might pay the dividends or any part thereof to the overseers of the poor to be applied in manner aforesaid, and provision was made for the appointment of new trustees.

New trustees were appointed from time to time under the provisions of the deed.

By an Order of the Charity Commissioners dated 19th April 1898, the parish council of Bourton was authorised to appoint three additional trustees.

By an Order dated 29th August 1900, the Charity Commissioners established a Scheme, of which the following are the principal provisions:—

Scheme of  
1900.

The existing trustees under the deed of foundation were discharged, and the Charity was placed under a body of six trustees, consisting of the owner of Bourton House, if of full age, and the incumbent of St. James, Bourton, *ex officio*, three representatives to be appointed by the parish council to hold office for four years, and one coöptative trustee to hold office for five years. By the second clause the real estate was vested in the Official Trustee of Charity Lands, and by the third clause the stocks were to be transferred to, and any future cash not needed for immediate working purposes was to be invested in the name of, the Official Trustees of Charitable Funds.

The yearly income is, subject to expenses of management, to be applied for the benefit of the almspeople, who are to be two married couples and four unmarried persons, who have resided in the rural parish of Bourton for not less than seven years preceding appointment, and who from age, ill-health, accident, or infirmity, are wholly, or in part, unable to maintain themselves by their own exertions. Weekly stipends are to be paid of not less than 6*s.* for a couple, and not less than 4*s.* for an unmarried person. The almshouse buildings are to be used for their residence, and no almsperson is to part with the possession of his rooms or suffer any stranger to occupy them except with permission of the trustees. Appointments are to be made only after sufficient notice of the intended appointments, and after full investigation of the character and circumstances of the applicants. In cases of equal claims preference is to be given to those longest resident. An almsperson may be removed for receipt of Poor Law relief, for misconduct, or on account of mental disease, or on being found not to have had the required qualifications, or on becoming entitled to a

Shrivenham. sufficient income from other sources ; but one removed on account of mental disease  
 Township of may be reappointed on recovery, without the formalities required in case of a new  
 Bourton. appointment.

The funds are not to be applied directly or indirectly in relief of rates.

The Baker By an Order of the Commissioners dated 6th November 1900, the Official Trustees  
 and Tucker were authorised to call for a transfer of the 3,000*l.* Consols, which were accordingly  
 Almshouse transferred to them on the 3rd December following.  
 Charity—  
 continued.

A varying Scheme was established by an Order of the Commissioners dated  
 Varying 21st March 1902, in consequence of a difficulty experienced by the trustees in finding  
 Scheme of married couples, which permitted a vacancy for a married couple, if no eligible couple  
 1902. could be found for appointment, to be filled by an unmarried person.

The Commissioners in October 1903 gave their informal sanction to the payment  
 of 5*l.* 5*s.* yearly to the district nurse conditionally on her visiting the almspeople once  
 a week, and attending them in sickness. As this arrangement was found not to be of  
 practical benefit, the trustees obtained the Commissioners' consent in 1906 to yearly  
 payments of 3*l.* 3*s.* to a doctor and 2*l.* 2*s.* to the nurse.

Under an Order of the Commissioners dated 1st July 1902, the Consols were sold,  
 and realised 2,883*l.* 14*s.*, which was re-invested in 2,942*l.* 10*s.* Surrey County 3 per  
 Cent. Redeemable Stock, producing yearly 88*l.* 5*s.* 6*d.*, which is the whole income of  
 the Charity.

The present trustees are :—

*Ex-officio :*

Cyril Kendall Butler, of Bourton House.

The Rev. J. Bates, incumbent of Bourton.

*Representative :*

Henry Arkell,

Abraham Wilson, and

Sidney King, all appointed in April 1907.

The coöptative trustee named in the Scheme was Arthur John Tucker, of  
 28 Gresham Street, London, but as he attended no meetings, he was disqualified under  
 the provisions of the Scheme, and no trustee has been appointed in his place.

Mr. Bates is correspondent for the trustees.

The almshouses are a substantial stone building, covered with slates, and facing  
 south. They consist of three pairs of houses, each pair being entered by a closed  
 porch, which adds greatly to their warmth. Each house contains a living-room with  
 boarded floor on the ground floor, and a large paved scullery, from which there is  
 access to a small brick-paved yard containing offices. On the first floor are two  
 bedrooms, reached by a convenient wooden stair from the scullery. No water is led  
 within the building, and the occupants obtain their supply from a stand-pipe on the  
 opposite side of the road, which the houses face. This pipe, though not the property  
 of the Charity, has always been kept in repair at its expense.

The buildings are insured at a yearly premium of 15*s.*, and rates are paid on them  
 to the amount of 3*l.* 18*s.* or thereabouts yearly. Repairs and cleaning have cost in  
 the last seven years 118*l.* 13*s.* 8*d.*, or nearly 17*l.* a year, and nearly 36*l.* of this  
 expenditure has been incurred in rebuilding the tall stone chimneys, which were  
 found to be in a dangerous condition.

The houses are now occupied by two married couples, three widows, and one man  
 (the survivor of a married couple) who has a daughter living with him. All are old  
 residents. The last vacancy was for a single person, and on that occasion there were  
 only two applicants, but the demand for a married couple's place is always greater  
 than for a single place.

Each married couple receives 6*s.* weekly, and each single person 4*s.* weekly, and  
 each house receives 20 faggots at Christmas, which costs 1*l.* 1*s.* altogether. None of  
 the occupants are in receipt of Poor Law relief, and it is believed that none were in  
 that condition before appointment, but the trustees make no inquiry on this point.

The stipends are paid at intervals of five weeks by Mr. Starke, the gardener at  
 Bourton House, who receives 2*l.* yearly for doing it and looking after the buildings.

The payments of 3*l.* 3*s.* to a doctor and 2*l.* 2*s.* to a nurse are made annually. The  
 nurse is the Shrivenham district nurse, and she is said to attend not as often as once  
 a month.

At the end of 1907 the trustees had a balance of 70*l.* 18*s.* in the Capital and  
 Counties Bank, Swindon. On the present scale of expenditure the income is exceeded,  
 and can only be sufficient if repairs are kept under 10*l.* yearly.

## BOURTON SCHOOL.

Shrivenham.

Township of  
Bourton.Bourton  
School.

By an indenture dated 31st May 1847 and enrolled in Chancery 24th July following, and made between Henry Tucker of the first part, John Baker, Joseph Tucker, the said Henry Tucker and John Tucker of the second part, the said John Baker, Joseph Tucker, Henry Tucker and John Tucker, and also William Tucker, Stephen Tucker, William Henry Tucker Kayess and Samuel Argill Bates of the third part, and the Rev. Edward Berens, William Wilson and Thomas Butt, rector and churchwardens of Shrivenham, of the fourth part, after reciting that the parties of the second part had erected on the site therein described belonging to Henry Tucker, a school for poor persons, including apartments for a master and mistress, and being desirous of endowing the school, had transferred 3,000*l.* 3*l.* per Cent. Consolidated Bank Annuities into the names of Joseph Tucker, Henry Tucker, John Tucker and William Tucker, the said Henry Tucker voluntarily granted under the School Sites Acts a piece of ground in the township of Bourton with the buildings thereon, used as a schoolhouse or place for education and known by the name of Bourton School, to the use of the parties of the fourth part and their successors, as rector and churchwardens, upon trust that they should permit the premises to be applied as a site for a school for poor persons of and in the township of Bourton and for the residence of the schoolmaster and schoolmistress and for no other purpose, such school to be under the management and control of the parties of the third part and other persons to be appointed in their stead as hereinafter mentioned, and that the rector and churchwardens should suffer the parties of the third part to do all acts necessary for maintaining the school and premises as a permanent Charity, and it was declared that the said Joseph Tucker and others should stand possessed of the said stock upon trust thereout, and out of the annual produce, to defray all expenses attending the execution of the trusts or the appointment of trustees or any other matter connected with the maintenance of the trust, and also the expenses of keeping the buildings insured against fire and of repairing the premises, and also to pay all such rates, taxes and other outgoings as the premises should be liable to, and in the next place out of the annual produce of the trust moneys to pay to the master or masters, mistress or mistresses, their salaries at the usual quarter days, and in the next place to purchase all such books and other articles required for carrying on the school, including coals for the staff dwelling in the schoolhouse, but not including any other articles except for the use of the school itself, and lastly to accumulate the surplus income, if any, as a reserve fund for any extraordinary expenses connected with the trust, or for the rebuilding or substantial repair or improvement of the premises, and apply the same from time to time accordingly, and the trustees were authorised to appoint and remove such masters and mistresses at such salaries as they should think proper, having regard to the income and the permanent maintenance of the school, and it was declared that there should for the present be one master at a salary of 45*l.*, and one mistress at a salary of 25*l.*, and that the trustees might make regulations for the admission, education and expulsion and the fees of the children, and that at present no child should be admitted under the age of three years, and each child should pay one halfpenny a week, which should be laid out in prizes and rewards, and that the religious education of the children should be in strict accordance with the teaching of the Church of England, and the school should be carried on in conformity to and in connexion with the Church of England, and that every master or mistress should be a member of that Church, and devote himself or herself exclusively to his or her office, and the trustees were empowered to fill vacancies in their number by the appointment of new trustees, being members of the Church of England, and so far as possible such appointment should in no case be delayed so that the number of trustees should be reduced below five, and it was provided that the rector and churchwardens should be visitors of the school, with power to inspect it twice or oftener in every year, and the trustees were empowered to make rules and to alter, vary or revoke them, yet so that they should not be inconsistent with any of the provisions of this deed.

By an Order of the Charity Commissioners dated 29th August 1900, a Scheme was established, discharging the existing trustees of the Charity, vesting the real estate in the Official Trustee of Charity Lands, directing a transfer of the stocks to the Official Trustees of Charitable Funds and appointing a body of seven trustees, of whom the owner of Bourton House, if of full age, and the incumbent and churchwardens of St. James's Church, Bourton, are four *ex-officio*, and the three others are to be coöptative trustees to hold office for five years. By the 20th clause the income is to be applied in accordance with the existing trusts.

Scheme of  
1900.

Shrivenham.  
 —  
 Township of  
 Bourton.  
 —  
 Bourton  
 School—  
*continued.*  
 Scheme of  
 1906.

Under an Order of the Charity Commissioners dated 6th November 1900, the 3,000*l.* stock was transferred to the Official Trustees.

Under an Order of the Commissioners dated 22nd April 1902, 1,517*l.* 0*s.* 5*d.* Stock was sold for 1,432*l.* 17*s.*, which was invested in 1,500*l.* Derby Corporation 3 per Cent. Redeemable Stock, and under a further Order dated 1st July 1902, 1,482*l.* 19*s.* 7*d.* Consols, being the residue of the Stock, was sold for 1,425*l.* 10*s.* 3*d.*, which was invested in 1,482*l.* 18*s.* 6*d.* Nottingham Corporation 3 per Cent. Redeemable Stock.

By an Order of the Board of Education dated 15th May 1906, a further Scheme was established. By the 2nd clause it is directed that the school shall be conducted as a public elementary school. By the 3rd clause the trustees were authorised in consideration of the grant of a new site containing 3 roods, and a payment of 259*l.* by Mr. C. K. Butler of Bourton House, to convey the old school premises to him, and by the 4th clause to expend on the erection of a new school on that site the said sum of 259*l.*, any accumulations in hand which should not be payable to the Local Education Authority, and not more than 1,500*l.* to be provided by a sale of part of the stocks, such part to be replaced in such manner and within such period as should be directed by a further Order of the Board. If before replacement the school shall cease to be a non-provided school the trustees are to permit the Local Education Authority to have the use of it until the replacement is completed. Subject thereto, the income is by the 7th clause to be applied in accordance with the existing trusts.

At the date of the Inquiry the Order directing the mode of replacement had not been made.

In consequence of this Scheme 1,300*l.* 15*s.* was raised under Orders of the Charity Commissioners dated 3rd July 1906 and 30th October 1906, by the sale of 562*l.* 12*s.* 11*d.* Nottingham Corporation Stock, and 700*l.* Derby Corporation Stock, and this sum was applied towards the cost of the building on the new site of a new school. The old school was conveyed to Mr. Butler in exchange for the new site by an indenture dated 6th March 1907.

Under an Order of the Board of Education dated 15th May 1906 and an Order of the Charity Commissioners dated 19th March 1907, the new site was vested in the Official Trustee of Charity Lands.

The present trustees are—

*Ex-officio :*

C. K. Butler, owner of Bourton House.

The vicar and churchwardens of Bourton, St. James.

*Coöptative :*

James Albert Fereman, who has not been reappointed since 1900.

John George Day, appointed 16th April 1906.

A vacancy was caused by the resignation of Henry Arkell a few years ago, which has not yet been filled.

The endowment consists of—

1. The school site containing 3 roods, and the school thereon.

2. 920*l.* 5*s.* 7*d.* Nottingham Corporation 3 per Cent. Reduced Stock, producing yearly 27*l.* 12*s.* 4*d.*

3. 590*l.* Derby Corporation 3 per Cent. Reduced Stock, producing yearly 17*l.* 14*s.*

The gross yearly income is 45*l.* 6*s.* 4*d.*

The dividends are paid into the general account of the school managers, and have been applied in aid of the building and furnishing fund. No instalment towards replacement of the borrowed capital has yet been paid, and at the close of 1907 the managers had a balance of 223*l.* 3*s.* 7*d.*, of which part may be claimed by the Local Education Authority.

The school, which was opened at Easter 1907, is conducted as a non-provided public elementary school.

TOWNSHIP OF LONGCOT.

ARCHDEACON BERENS'S SCHOOL FOR GIRLS.

Township of  
 Longcot.

Archdeacon  
 Berens's  
 School for  
 Girls.

By a deed poll dated 2nd September 1847 and enrolled in Chancery the 6th of the same month, the Rev. Edward Berens granted, under the School Sites Acts, to the incumbent and churchwardens of Longcot a cottage and garden situate at Longcot on