

# ***The judgement regarding the foundation of an annexe to Hampton Free School at Hampton Wick***

## **Transcription Conventions**

It has not been possible always to reflect the original format of this document, but its substance has been recorded accurately. Within the text, suprascript interlineations have been placed between slashes, viz.: /word(s)\. Editorial remarks and expansions have been placed within square brackets, viz.: [word(s)]. Expansions of abbreviations have been marked with round brackets, viz.: w(o)rd.

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### **Endorsement**

In Chancery

The Attorney General v. Jackson

Copy: Extract from Master's Report of 12<sup>th</sup> June 1839

John Cann

17 Fenchurch Street, EC

### **Text**

12<sup>th</sup> June 1839

Filed 13<sup>th</sup> June 1839

**Between Her Majesty's Attorney General** at the relation of John Bradley Shuttleworth, Informant.

**William Jackson**, Samuel James Goodenough and James Downton, Sir Richard Carr Glynn (since deceased), Martin Sanderson (since deceased) and James Annett (since deceased), Defendants.

In pursuance of the decree made in this Cause bearing dated [sic] the 3<sup>rd</sup> day of June 1837, whereby, after declaring that the rents and profits of the hereditaments devised by the respective wills of Robert Hamonde [sic] and Edmund Pigeon, bearing date respectively the 7<sup>th</sup> day of March 1556 and the 20<sup>th</sup> day of October 1657 and comprised in the deeds dated the 19<sup>th</sup> and 20<sup>th</sup> days of April 1697, are applicable and ought to be applied for the instruction of the children of all persons resident in the Parish of Hampton in reading and writing and other elementary learning and in the knowledge of

the Church Catechism and the Latin tongue, and that the residue of the rents and profits of the estates comprised in and derived under the deeds of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696, after payment of the sum of £36 per annum to the six poor men in the deeds mentioned, are applicable and ought to be applied to and for the instruction of the children of all persons resident in the Parish of Hampton [2] in reading and writing and other elementary learning and in the Church Catechism, it was amongst other things referred to me to enquire and state to the Court whether, having regard to the respect of amounts of the rents and profits arising from the several endowments respectfully in the pleadings mentioned and to the population of the several parts of the Parish of Hampton and the convenience of the inhabitants thereof, it would be beneficial to the objects of the said charitable foundations that any and what part of the rents and profits arising from the estates comprised in and derived under the said deeds of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696 should be applied in providing a schoolroom in any and what part of the parish other than the town of Hampton and maintaining a schoolmaster to instruct children entitled to the benefit of the said charity there, and that I should approve of a scheme for the conduct and management of the said school or schools to be maintained by the said charitable foundations and of the applications of the revenues and income of the said charity estates to the above mentioned purposes, and in approving of such scheme I should be at liberty, if I should so think fit after the enquiry therein before directed, to include a plan for maintaining a schoolmaster and for providing a schoolroom and such other room or rooms as I should think fit and proper for the [3] accommodation of the said master at some place within the Parish of Hampton other than the town of Hampton; and after declaring that the right of electing Trustees of the property comprised in the said charitable gifts and of electing the Schoolmaster of the said school or schools is vested in the Vicar, Churchwardens and parishioners of the said parish of Hampton in Joint Vestry of Hampton and Hampton Wick assembled, it was ordered that I should enquire and state what estates and property are comprised in and have been derived under the said several wills and deeds and of what the same consist, and that I should take an account of the rents and profits thereof respectively which have been received by the said defendants or either of them since the death of Dr Hemming in the Pleadings named, or by any other person or persons by then, or either of their order or for their or either of their use and of their application thereof, and that I should state whether the application which I should find to have been made of the said rents and profits has been a beneficial application of the funds of the said charities to the objects of the said charities.

I have been attended by the solicitors for the Relator and for the Defendants and in their presence have proceeded on the matters so referred to me by the said decree and there have been laid

before me on behalf of the said relator a state of facts and a scheme together with the following affidavits all made in this Cause, *videlicet*: [4] affidavits of William Ryde, William Johnson, Thomas Ruffall, Elizabeth Hall, John Poole, Elizabeth Reynolds, William Pigram, Thomas Cheasley, Thomas Powell, Sarah Stannard, George Taylor, James Ruff, Charlotte Woods, Susannah Gibbon, Ann Martin, George Wheeler, John Hawkrige, Edward Lappidge, John Stevens, John Hope Johnstone, James Ruff, James Wright, John William Hawkrige, Thomas Smith, Charles James Fenner, John Hope Johnstone and another and William Rigden and others, and also a counter statement on the part of the Defendants William Jackson, Samuel James Goodenough and James Downton together with the following affidavits all made in this Cause, *videlicet*: the affidavits of William Jackson, George Bridges, Peter Wood, Samuel James Goodenough, Joshua Harbour and another, George Fisher, Robert Kent, George Bridges, John Hare and Ryley Barnes and the office copy answers of the Defendants William Jackson, Samuel James Goodenough and James Downton filed in this Cause, and the several indentures and documents hereinafter mentioned have been produced and read before me.

And I find therefrom and from the admissions of the said solicitors that Robert Hammonde [sic], formerly of the Parish of Hampton in the county of Middlesex, gentlemen, by his will bearing date the 7<sup>th</sup> day of March 1566, gave and devised as follows:

“I will and give to the Vicar and Churchwardens of the Parish Church of Hampton [5]aforesaid and to their successors and Vicars and Churchwardens and also the parishioners of the said parish all that my free tenement and one acre of land and other housing thereunto belonging, situate, lying and being in the village and fields in the village of Hampton aforesaid, now in the tenure of one Horwood, except and always reserved unto me and mine Heirs forever the four stables there being under one roof, with free ingress and regress into and from the same stables, to have and to hold the said tenement, acre of land and other the premises except as before stated to the said vicar, churchwardens and parishioners of the same stated parish of Hampton and of their successors forever upon condition following, that is to say with the rent of the premises the said vicar, churchwardens and parishioners should cause a free school to be kept in the said village forevermore to the intent that the children that there should be brought up shall pray for my soul and all Christian souls, and at the first beginning thereof and immediately after my decease, then I will that the said vicar and churchwardens for the time being shall take forty six shillings and eightpence parcel of the rent of the premises yearly by the space of three years then next following and therewith shall finish in the churchyard there

a house with seats in it for children to be taught in, and I will that the Vicar that now is shall have yearly of the rent of the premises thirteen shillings and fourpence during the said three years, and after the house shall be finished then I will that the said vicar shall have the whole [6] rent of the said tenement and other the premises during his natural life so that he will teach children freely and repair the housing, and if the said vicar, churchwardens and parishioners shall refuse to do as aforesaid then I will that the said tenement and other the premises shall remain to mine Heirs forevermore.”

And I further find that Edmund Pidgeon of Hampton aforesaid, by his will bearing date the 20<sup>th</sup> day of October 1657, gave and devised as follows:

“I give and bequeath my stables in the yard of Thomas Ascombe in Hampton aforesaid unto the Free School of Hampton aforesaid forever.”

And I further find that by indentures of lease and release bearing date respectively the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696, the release being made between Richard Alkin of Mill End in the county of Bucks, Esq., of the first part, William Greenhill of Abbots Langley in the county of Hertford, Esq., Nathaniel Lacey, citizen and grocer of London, and Thomas Nicoll of the Parish of St Pancras in the county of Middlesex, yeoman, executors of the will of John Jones, late of London, Esq., deceased, of the second part, and Richard Cawthorn[e], Vicar of Hampton, and the ten other persons therein respectively named and described, of the third part, reciting that John Jones by his will dated 21<sup>st</sup> day of October 1691 and by a codicil or a writing thereunto annexed dated 26<sup>th</sup> day of March 1692, did amongst other things give to Catherine Lacey [7] and Elizabeth Lacey for the term of seven years from his decease all his lands and tenements in the Parish of Hampton, except the meadow then in the occupation of John Stevens as therein is mentioned and also except the advowson, presentation, benefit and privilege of the Parsonage of Hampton aforesaid with the appurtenances, which said meadow and parsonage the said testator thereby devised to Richard Ward of Perivale, Clerk, during his life, the reversion of the said meadow and parsonage unto the maintenance of six aged poor men of Hampton Parish aforesaid, *videlicet* to each of the said six persons the sum of £6 per annum, and the remainder of the annual value of the said meadow and parsonage to be paid and allowed to an honest and able schoolmaster to teach six poor children of the said parish to write and read and to instruct them in the Catechism, that they might know their duties to God and to man; and also reciting that by indentures of lease and release bearing date respectively the 26<sup>th</sup> and 27<sup>th</sup> days of August 1692, the release being made between Martha Farrion, widow, sole sister and heir of the

said John Jones, deceased, of the first part, Thomas Waring of London, Gentlemen, of the second part, and the said Richard Alkin and Margaret his wife, of the thirdpart, the said Martha Farrion conveyed unto the said Thomas Waring and his Heirs amongst other things all those messuages, lands, tenements, tithes and premises in Hampton aforesaid, late the inheritance of the said John [8] Jones, deceased, to hold to and to the use of the said Thomas Waring, his Heirs and Assigns forever in trust, nevertheless that the said Thomas Waring and his Heirs should stand seized to the uses therein and in the now reciting indenture mentioned, that is to say as to concerning the said advowson and the said messuages, lands, tenements and hereditaments last before mentioned to the use of the said Richard Alkin for his life with remainder to the right Heirs of the said Richard Alkin forever; and further reciting that by articles of agreement bearing date the 23<sup>rd</sup> day of November 1693 made between the said Richard Alkin, of the one part, and the said William Greenhill, Nathaniel Lacey and Thomas Nicoll, of the other part, reciting amongst other things that divers differences had arisen between the said Richard Alkin and the executors of the will of the said John Jones touching the said meadow and parsonage devised by the said John Jones, and that the said Richard Alkin and the said executors, to the end that an amicable composure might be made of the said differences so that the charity might be settled, the said parties did submit themselves to the award of Sir Richard Raines, Knight, then judge of the Prerogative Court of Canterbury, and that he, on hearing what was alleged on both sides, had ordered that the said Richard Alkin, on consideration of [9] the sum of £264 to be paid to him by the said executors, should convey to such a person and persons as the said executors should nominate and appoint all his right and interest in the said meadow and parsonage devised by the said John Jones for the charitable uses and purposes aforesaid, and it was agreed and the said Richard Alkin covenanted to convey and assure unto such person and persons as the said executors of the said John Jones or the survivor of them should nominate and appoint the said meadow and parsonage before mentioned to the uses mentioned in the will of the said John Jones, as Counsel learned in the law should advise.

It was witnessed that in consideration of the sum £264 to the said Richard Alkin by the said William Greenhill, Nathaniel Lacey and Thomas Nicoll paid, he the said Richard Alkin released and conveyed unto the said Richard Cawthorne and the said ten other persons, parties thereto, and to the Heirs and Assigns the said meadow and the Rectory Improprate and Parsonage of Hampton and all glebe lands, tithes, profits, commodities and appurtenances to the said rectory and parsonage belonging, except the advowson and right of presentation to the Vicarage, upon trust of the said Richard Cawthorne and the said ten other persons and the survivors and survivor of them; and the Heirs of the same survivors should out of the rents and profits thereof pay yearly and every year [10] for ever

unto six aged poor men of the Parish of Hampton aforesaid as should be appointed to receive the same the yearly sum of £6 each on Midsummer and Christmas day on equal portions, and upon further trust to dispose and pay the said residue of the said rents and profits yearly and every year for ever unto the Schoolmaster for the time being of the Free School of Hampton aforesaid or to some other person that should teach the said six poor children to write and read at the said two feast days by like equal portions, and it was in and by the said indenture declared and agreed that the six poor aged men and six poor children who were to partake of the charity should from thenceforth forever be annually appointed every Midsummer Day by the Minister and Churchwardens of the said parish for the time being or the major part of them, and it was by the said indenture further declared and agreed that when any eight of the said trustees should happen to die then the surviving Trustees should upon the request and at the costs and charges of the said minister, churchwardens and parishioners convey the premises to the use of themselves and of such other eight persons and their Heirs as the said minister and churchwardens should nominate and appoint upon the trust aforesaid, and that the same rules should be forever [11] after observed so often as any eight of the Trustees should die, to the end that the trust might be preserved continually by and under the care of a competent number of the parishioners aforesaid.

And I further find that by indentures of lease and release bearing date respectively the 19<sup>th</sup> and 20<sup>th</sup> day of April 1697, the release between the said William Greenhill, Nathaniel Lacey and Thomas Nicoll, of the one part, and the said Richard Cawthorne and the ten other persons, parties to the aforementioned indenture, of the other part, reciting that the said John Jones made his will and codicil of such respective dates as are mentioned in the last mentioned indenture of 27<sup>th</sup> March 1696 and that he thereby gave and devised the reversion of a certain meadow in Hampton aforesaid and the advowson of Hampton aforesaid after the decease of one Richard Ward for the maintenance of six poor men by an allowance of £6 per annum to each and the remainder towards the maintenance of an able schoolmaster to teach six poor children of the said parish to write and read and to instruct them in their Catechism, and recommended the ordering of the said charities to the said Nathaniel Lacey and gave and disposed of the residue of his personal estate to such pious and charitable uses as his said executors should think fit, and also that the said executors, in performance of the said testator's charitable intentions, had made a provision for the said aged men and [12] poor children and were willing also to make some further provision for an able schoolmaster to teach and instruct children in the English and Latin tongues.

It is witnessed that the said William Greenhill, Nathaniel Lacey and Thomas Nicoll granted and released unto the said Richard Cawthorne and the said ten other persons and their Heirs two parts of three fourth parts, the whole into four equal parts to be divided, of all that messuage and tenement with the appurtenances situate in Fleet Street in the Parish of St Dunstan's in the west in London containing the several rooms and conveniences thereafter and hereinafter mentioned, that is to say in the ground room or lower storey a kitchen fronting the street called Fleet Street and a cellar behind the said kitchen, in the second storey one shop fronting Fleet Street, one room used for a coffee house, one lying behind the said shop, commonly called or known by the name of Nando's Coffee House with an entry leading out of the said street into the said coffee house, one room adjoining to the south part of the said coffee house and lying over part of the said cellar belonging to a messuage or tenement called or known by the name of the Rainbow Coffee House, containing from north to south within the wall 16 feet and from east to west 11 feet, little or more or less together, [13] with the other rooms on the third, fourth, fifth and six storeys of the said messuage or tenement as therein particularly mentioned and described and of and in the appurtenances, to hold the said premises upon trust that the rents and profits thereof should forever after be employed for or toward the maintenance of an able schoolmaster lawfully licensed and qualified to teach and instruct children and who should be resident and living in a convenient school or house within the said town of Hampton, who should freely and without any other award, personally and not by deputy or substitute except in case of sickness or other unavoidable disability or necessity, teach and instruct the children residing and living within the said town or parish of Hampton in the English and Latin tongue and to understand the Catechism then allowed by the Church of England, and after noticing that there was at that time a free school at Hampton, the Master of which was but meanly provided for, it was therefore agreed that the Master of the said free school for the time being should have the preference before any other person to have the benefit of the said charity and benefaction in case he should perform the duty aforesaid.

And it was further agreed that in case at any time thereafter the Schoolmaster or Schoolmasters of the said free school in Hampton aforesaid for the time being should refuse or neglect to perform the duties [14] aforesaid diligently or should be scandalous in their lives or their conversations or should in the judgement in the major part of the said trustees be ignorant or schismatical or otherwise unqualified to teach or instruct the children as aforesaid, that then or so often and for such time or times as the said trustees should think fit, the said schoolmaster or schoolmasters so unqualified should be suspended from receiving the rents and profits of the said premises thereby granted, and such other person or persons so qualified as aforesaid as from time to time should be nominated

and appointed by the Trustees or the major part of them and should be employed to teach or instruct such children and in such manner as aforesaid, should have, receive and take the rents and profits of the said premises for a reward for so doing without any other stipend or reward whatsoever.

And it was thereby further agreed that when any eight of the said trustees should happen to die, that then the survivors or survivor of them should upon the request of the Vicar and Churchwardens convey the said premises to the use of themselves and such other eight persons as the said vicar and churchwardens together with the Vestrymen of the said parish should nominate and appoint upon the trusts aforesaid.

And I further find that the estates and property **[15]** comprised in and derived under the will of the said Robert Hamonde [sic], bearing date the 17<sup>th</sup> day of March 1556, consists of a messuage or tenement known by the name of the 'Bell Inn', situate in the town of Hampton in the county of Middlesex, and of the garden thereunto belonging and adjoining, now in the occupation of Mary Bigbee on lease for 21 years from Christmas 1819, together with the stables hereinafter mentioned as being part of the endowment of Edmund Pidgeon, at the yearly rent of £69.6.0, and that the estate and property comprised in and derived under the will of the said Edmund Pidgeon, bearing date 20<sup>th</sup> day of October 1567, consists of the stables in the yard of the Bell Inn at Hampton aforesaid, let on lease with the said Bell Inn to the said Mary Bigbee for 21 years from Christmas 1819, and of a piece or parcel of ground now forming part of the churchyard attached to the Parish Church of Hampton which, by deeds of lease and release dated respectively to the 10<sup>th</sup> and 11<sup>th</sup> days of June 1763 made between the Revd Daniel Chandler, therein described as Master of the Free School and as such Trustee of the said free school, of the one part, and the Revd Abraham Blackburne, Vicar, John Stephenson and others, Churchwardens of the said parish of the other part, the said Daniel Chandler did in consideration of the sum of £4 per annum, agreed to be paid by the said vicar and **[16]** churchwardens for themselves and their successors for ever, grant, bargain and sell to the said vicar and churchwardens and to their successors for ever the said piece or parcel of ground, containing by measurement 190 feet in length and 42 feet in breadth and containing in the whole 31 square roods or thereabouts, in trust and to the intent and purpose that the same should be annexed to the then churchyard of the said parish and that the same should forever remain and be and be taken and used as part of the churchyard as if the same had been originally part of the ancient churchyard, they, the same vicar and churchwardens and their successors, paying yearly therefore to the said Daniel Chandler and his successors, Masters of the said free school for the time

being, the said yearly sum of £4 clear of all deductions. I find that the estate and property comprised in and derived under the said deeds of 26<sup>th</sup> and 27<sup>th</sup> days of March 1696 originally consisted principally of the Rectory and the Rectorial Tithes of the Parish of Hampton and that the residue of the estate and property comprised in and derived under the said deeds of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696 consists of a piece and parcel of meadow land called the Old Rectory Meadow, lying on the Banks of the Thames on the south side of the lower road leading **[17]** from Hampton to Sunbury, containing four acres, which is in the occupation of John Winch on lease for fourteen years from Michaelmas 1832 at £23.5.0 per annum, and also of all that piece and parcel of ground situate and being within the town of Hampton aforesaid wherein the Old Rectory Barn formerly stood and whereon the new schoolrooms, belonging to the several endowments in the Pleadings mentioned, have been erected and built, and also of the site whereon the Chancel of the Old Church at Hampton (which in the year 1830 was pulled down) formerly stood and which is situate partly within the Chancel, partly within the Nave and partly within the South Aisle of the New Church there, and measures from north to south both at the east and west ends thereof 24 feet or thereabouts and from east to west on the north side thereof 30 feet or thereabouts and on the south side thereof 28 feet 6 inches or thereabouts, as the same is marked and denoted by several brass pins fastened in the pews and walls of the said new church and which contains within its area the communion table and part of the reading desk, the whole of the pulpit, the Sexton's seat, seven seats or benches placed on but not fastened to the floor of the Nave, sittings for three persons in a pew opening into the South Aisle and numbered 57, four pews opening into the Nave and numbered 52, 53, 54, and 55 and sittings for one person **[18]** in each of four pews also opening into the Nave and numbered 32, 33, 34, and 35, but in lieu of which last mentioned sittings, a pew opening into the Nave and numbered 51 has been allotted by the Churchwardens of the Parish to the Trustees of the Rectory of Hampton.

And I further find that by an Act of Parliament passed in the 51<sup>st</sup> year of the reign of King George III, Chapter 138, for enclosing lands in the Parish of Hampton, certain Commissioners were directed to set out and allot to the Vicar of Hampton and the Trustees of the Rectorial Tithes in lieu of the tithes of all the land in Hampton liable to tithe, such plots of the said lands intended to be inclosed as in the judgement of the said commissioners should be equal in value to one fifth part of all arable land, one tenth part of all the woodlands and two seventeenth parts of all the other lands and grounds in the said parish, and that the said commissioners should set out and divide the said allotments so directed to be made in lieu of tithes between the said vicar and the said trustees of the Rectorial Tithes according to their respective proportions, sights and interests **[19]** therein, and that the plots

of ground so to be allotted to the Vicar and Trustees of the Rectorial Tithes should be in lieu of and full satisfaction for all tithes whatsoever, except such payments to the Vicar as were by the said act provided for, and that the Commissioners accordingly set out and allotted to the Trustees of the Rectorial Tithes several plots of land in lieu of and full satisfaction for the tithes, *videlicet*:

No.	Plots of Land	Acres, Roods, Perches
1	In the great Meadow, all the piece or parcel of land, containing:	03.01.06
2	In the common field under the hill, a piece of arable land containing:	22.01.32
3	In the common field in the Downs, a piece or parcel of land containing:	06.01.38
4	In the common field of the Downs, a small piece of waste land adjoining the Rectory Meadow, containing:	00.00.29
5	In Old Field Lane, a close or piece of enclosed land containing:	06.02.30
6	Allotment on Hampton Common on the east side of the High Road leading from Hampton to Hanworth, as the same is now divided by banks and fences into several closes and parcels together with the barn lately erected thereon, containing:	65.01.26

[I find] that the above mentioned allotments Nos 1, 2 and 3 are in the occupation of the Executors of one Thomas Benn under an agreement for a lease to the said Thomas Benn for fourteen years from Michaelmas 1832 at £95.5.0 per year; that the fifth allotment above mentioned is in the occupation of James South on an agreement for a lease to him for [20] fourteen years from Michaelmas 1832 at £23.15.0 per year, and that the sixth allotment above mentioned is in the occupation of the Executors of the said Thomas Benn on an agreement for lease to him for fourteen years from Michaelmas 1832 at the yearly rent of £102; that the estate and property comprised in and derived under the said deeds of the 19<sup>th</sup> and 20<sup>th</sup> days of April 1697 consists of a moiety of a messuage or tenement, formerly Nando's Coffee House, situate in Fleet Street in the City of London and numbered 14 with the appurtenances, which premises are now in the occupation of John Hopkins, his Assigns and Undertenants, and are let on lease to him for 21 years from Michaelmas 1828 at the yearly rent for the said moiety of £60 and of the moiety of part of the tap room and kitchen of the Rainbow Coffee House in Fleet Street aforesaid adjoining the last mentioned premises, now in the occupation of Messieurs Reid and Company, Brewers, their Undertenants or Assigns, at the yearly rent of £5.

And I further find that, by indentures of lease and release bearing date respectively the 18<sup>th</sup> and 19<sup>th</sup> days of December 1817 and made between the Revd Daniel Chandler, of the one part, and the Revd

Abraham Blackburne and the fifteen other persons therein named, of the other part, reciting amongst other things that the said Revd Abraham Blackburn and the fifteen other persons therein named were appointed to be Trustees of the estates of the inhabitants of the said parish of Hampton and the hamlet of Hampton Wick, at a Joint Vestry held for such purpose the said Daniel Chandler [21] did convey all the messuage or tenement situate in the town of Hampton aforesaid called 'The Bell' together with the garden, stable and appurtenances and all that piece of ground, part of the churchyard of Hampton, and also all that piece of land in a field called 'War Field' in the Parish of Hampton aforesaid, containing one acre with the appurtenances, to the said Abraham Blackburn and the said fifteen other persons therein named, their Heirs and Assigns, in trust for the parishioners and Hampton Wick and to such uses as are therein declared, and that from the respective periods of the date of the said indentures of lease and release of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696 and the 19<sup>th</sup> and 20<sup>th</sup> days of April 1697, all and every the said trust estates have been held by Trustees from time to time appointed by the Vicar, Churchwardens and the parishioners of the Parish of Hampton in Vestry assembled upon the trusts declared concerning the said several trust estates.

And I further find that by two several indentures of lease and release, each bearing date respectively the 30<sup>th</sup> and 31<sup>st</sup> days of March 1816, and by other indentures of lease and release bearing date respectively the 7<sup>th</sup> and 8<sup>th</sup> November 1816, all and every part of the said trust estates and premises were at the nomination and appointment of the Vicar and Churchwardens of the said parish, by then as therein recited surviving Trustees thereof, duly conveyed unto and to the use of Sir Richard Carr Glynn, Knight, the Revd Samuel James Goodenough, Vicar of [22] the said parish of Hampton, Martin Sanderson, James Downton, Arden Hulme, the then Churchwardens of the said parish, and William Jackson, James Annet, Robert Spenser, John Newbery, Thomas Hyde and Joseph Walduck, all respectively inhabitants of the said parish of Hampton and hamlet of Hampton Wick.

And I further find that, from the time of the foundation of the said charities as aforesaid until of late years, it was conceived that neither the foundation or endowment of Jones and his Executors or of Hammond and Pidgeon seperately were sufficient for the purpose of supporting a school, and they have until the time of the decease of Dr Hemming, hereinafter mentioned, been held and enjoyed by one schoolmaster, who has been appointed as the Schoolmaster under all the said endowments, and that the said Dr Hemming was by the inhabitants of the said parish in Vestry assembled appointed the Schoolmaster under the Hammond and Pidgeon foundation and also, on the 10<sup>th</sup> day of November following, was by the then Trustees appointed the Master under Jones' foundation,

and the said Dr Hemming continued in his situation of Schoolmaster of the said school, supported by the said untied foundations and in receipt of all the rents and profits of the said trust estates, until the time of his death in June 1828, the said school being then held in a room adjoining the said parish church of Hampton, originally built and used by the inhabitants as a vestry room; and that part of the said parish of Hampton consists of **[23]** Hampton Wick (formerly a hamlet but now a District Parish) which from time immemorial has been held as a part of the said parish, the whole of the said parish not included within the bounds of the said hamlet being usually called, in contradiction thereto, the town of Hampton, and one Churchwarden and two Overseers of the Poor and a Surveyor of the Roads of the said hamlet have from time immemorial been chosen from the inhabitants of the said hamlet, such churchwarden and overseers and surveyor managing and conducting the parochial affairs of the said hamlet and raising and applying therein its poor and highway rates, separate and apart from the town of Hampton, and the poor of the said hamlet have always been held entitled to share and accordingly have shared in all the charitable bequests made generally to the said parish, besides which general requests, the said town and hamlet are respectively entitled to some small quit rents and bequests applicable to their individual poor.

And I further find that on the 11<sup>th</sup> day of November 1698 an agreement was entered into, the purport and effect following, that is to say:

“Memorandum: at a meeting held between the Minister, Officers and inhabitants of the town of Hampton in the county of Middlesex and the Officers and inhabitants of Hampton Wick, it is mutually agreed and concluded between them in manner following, that is to say whereas there hath been a difference long depending between the said town of Hampton and the said hamlet upon the pretence of a debt due to the said town **[24]** from the said hamlet, and thereupon the said ministers and officers of the said town have pretended to stop the third part of several gifts and customary dues formerly allowed and paid to the Officers of the said hamlet for the use and benefit of their poor, now it is mutually agreed and concluded and the said minister and churchwarden and overseers of the poor and other inhabitants of the town of Hampton for themselves and their successors do by these presents conclude and agree to, and with the said officers and the said inhabitants of the said hamlet, in consideration of £11.10.0 of lawful money of England in hand paid by John Yeomans, the present churchwarden of the said hamlet by and with the consent of the inhabitants thereof, to the Minister and Churchwardens of the said town of Hampton before the sealing hereof (the receipt

whereof they do hereby acknowledge and therefrom do acquit and discharge them) in full compensation of all pretended debts, dues or demands whatsoever that it shall and may be lawful to, and for the Churchwarden and Overseer of the Poor for the said hamlet for the time being and their successors to receive and take one third part of the profits of all the gifts already given (or hereafter to be given) to the Parish of Hampton (viz. the late Queen's, Mr Jones' and Mr Oram's gifts) and the third part of the sacrament money which shall be collected at the Parish Church forever hereafter.

And it is also mutually agreed and concluded by and between all the aforesaid parties to these presents that the said minister, churchwardens and overseer of the poor and inhabitants of the said town of Hampton shall and will from time to time give the said **[25]** churchwarden and overseer of the poor for the said hamlet notice in writing (or publish the same in the Church) of all such gifts and the times when they receive the same or any part thereof, to the end that they may come, receive and take the third part thereof at the same time they receive their part, and the Minister, Churchwardens and Overseers of the town of Hampton for themselves and their successors do by these presents, upon the consideration aforesaid, oblige themselves from time to time to pay all such third part of money or gifts as shall from time to time come to the hands of them or their successors, to the Churchwardens or Overseers of the Poor for the said hamlet for the time being and their successors, within onemonth after they shall receive the same. And it is also agreed between all the said parties to these presents that the said churchwarden and overseer of the poor for the said hamlet for the time being and their successors shall give like notice to the Minister, Churchwardens and Overseers of the Poor of the town of Hampton of all such gifts as shall come to their hands or knowledge, which are or shall be given to the Parish of Hampton, and shall deliver the same in like manner to the Minister, Churchwarden and Overseers of the Poor for the town of Hampton within one month after they shall receive the same. And it is also further agreed between all the said parties to these said presents that the Churchwarden and Overseer of the Poor for the said hamlet shall and will from time to time and at all time hereafter render and pay all such rents issuing out of any lands which belong to the Church and are situated within**[26]**the said hamlet to the churchwardens of the town. In witness whereof the parties have hereunto set their hands and seals this 11<sup>th</sup> day of November in the tenth year of our Sovereign Lord William III over England etc. anno domini 1698."

[I find] that under and by force of an Act of Parliament passed in the 58<sup>th</sup> year of the reign of His Late Majesty King George III, chapter 45, entitled an Act for Building and Promoting Building of Additional Churches of Populous Parishes, and of Acts of the 59<sup>th</sup> [sc. Year], George III, chapter 134, the third [sc. year], George IV, chapter 72, and fifth [sc. year], George IV, chapter 103, and of the powers therein given to the Commissioners appointed under the said acts, the said commissioners, considering that the said hamlet of Hampton Wick, from its importance and the number of its inhabitants and its distance from the Parish Church at Hampton, required a separate place of worship, caused a Chapel of Ease to be erected in the said hamlet (there previously having been no other church or chapel in the said parish but the Parish Church of Hampton) and formed the said hamlet into a distinct district for all ecclesiastical purposes, and an officiating resident Curate has been appointed, and two Churchwardens and two Guardians and two Overseers of the Poor as well as a Surveyor of the Roads are now annually chosen at the said district of Hampton Wick alone, which is now called the Parish of St John, Hampton Wick, and the parochial affairs of the said district parish of St John, Hampton Wick are carried on in a Vestry of the inhabitants thereof, and the said district of Hampton Wick and the town of **[27]** Hampton are now quite distinct for all ecclesiastical and parochial purposes whatsoever, save and except that, notwithstanding such division, the said district of Hampton Wick is jointly responsible with the District of the said town for eleven years to come for the payment in each year of a proportionate part of the principal as well as the interest upon a loan borrowed by the Parish for the building of the Parish Church of Hampton, and are entitled to the right of sepulture for their dead in the churchyard and burial ground attached to the Parish Church, and do use and exercise such right of sepulture accordingly, not having any place of interment or burial ground apart or appropriated to such chapel in the said district of Hampton Wick.

And I further find that in the year 1829 the room formerly used as the said school was pulled down together with the Old Church of Hampton which it joined for the purpose of erecting a new church according to the provision of the herein aforementioned acts for bulding new churches, whereupon the said trustees caused a building containing two large schoolrooms and several other rooms and appurtenances for a residence for a master to be built on a spot of ground near adjoining to the Church of Hampton belonging to the beforementioned rectory estates and in, upon and relative to such building expended large sums belonging to the said charity and, by the said relator's state of facts, after stating the matter aforesaid and that the Schoolrooms of the said school so built by the said trustees are distant from some portions of the boundaries of the said district of St John,

Hampton Wick, upwards [28] of three miles, that the nearest boundary of such District to the said school is upwards of one mile, that the poorer classes of the inhabitants of such District are alone chiefly in want of and likely to seek the benefit of the aforementioned endowments of the schools, and that there are few if any of the poorer classes of the District of St John, Hampton Wick, who reside and live nearer to such a school than two miles, and half of the populous part of such District, being situated near to the town of Kingston, Surrey, at a distance varying from two miles and a half to three miles from the said school so built in the town of Hampton; [sc. I find] that although originally the funds of all the said charities were not more than sufficient for the support of one poor school, yet the great increase that has lately taken place in the income and value of the said such estates now render them amply sufficient for two separate schools; that the rents and profits now derived from the estates comprised in and derived under the said wills of Robert Hamonde [sic] and Edmund Pidgeon and the said deed of the 19<sup>th</sup> and 20<sup>th</sup> days of April 1697, by the said decree declared to be applicable to teaching reading, writing and other elementary learning, the knowledge of Church Catechism and the Latin tongue, amount annually to £138.5.0; that the rents and profits now derived from the estates comprised in and derived under the deeds of 26<sup>th</sup> and 27<sup>th</sup> days of March 1696, by the said decree declared to be applicable to teaching reading, writing and other elementary learning and the Church Catechism, amount annually to £244.6.0, [29] which is subject to the deduction of £36 per annum for six poor men as in the said deed mentioned, leaving the sum of £208.6.0 applicable to the said teaching, which may be increased by letting the pews and allowing monuments to be fixed in the Chancel; that there is thus £138.5.0 per year applicable to teaching reading, writing and other elementary learning, the Church Catechism and the Latin tongue, and the sum of £208.6.0 per year (which may be increased as aforesaid) applicable to teaching reading, writing, elementary learning and the Church Catechism; that the officers and the inhabitants of the District of Hampton Wick are entitled to a piece or parcel of freehold land nearby in the centre of the populous part of the said district (encumbered with the small sum of £35) and that the said land forms an eligible site for building a school upon and that the parishioners are willing to make over their interest in the same to the Trustees of the said charity for such purpose.

And it was proposed to me that the sum of £78.6.0 per year as well as the profits to be derived from the Chancel of the Church (if any) should be taken from the revenue derived under the deeds of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696 and applied in aid of the revenues derived from the beforementioned deeds of the 19<sup>th</sup> and 20<sup>th</sup> days of April 1697, which would make together £210 per year to be set apart and appropriated to a master and if necessary an assistant to teach and instruct children in the town of Hampton in reading, writing, elementary learning, the Church

Catechism and the Latin tongue and to pay the incidental expenses of such a school; that [30] the residue of such revenue, amounting to £130 per year, should be appropriated to maintaining a school at Hampton Wick for instruction in reading, writing, elementary learning and the Church Catechism, in payment of a proper salary to a master for such purpose and the incidental expenses of the said school, and that the beforementioned piece or parcel of land at Hampton Wick should be vested in the Trustees and that the incumbrance thereon of £35 be paid out of the accumulated funds of the said charitable endowments; that the sum of £700 should be allowed out of the said cumulated and accruing funds for the purpose of building a proper school with rooms and appurtenances attached for the accommodation of a master and for the fittings of such a school.

And I have considered thereof, and the said Edward Lapidge having by his said affidavit deposed that he has known and has been well acquainted with the Parish of Hampton and its boundaries for a period of fifty years past, he, the Deponent, having been born and lived during his youth in the said parish and had constant communication and connection therewith ever since by reason of the Deponent's holding and being entitled to property both at Hampton and Hampton Wick and having been the architect employed in several public and other buildings within the said parish, among which are the new church at Hampton, the new church at Hampton Wick, the bridge over the Thames connecting Hampton Wick with Kingston-upon-Thames in the county of Surrey, and that the extreme boundary of [31] Hampton Wick is distinct from the building lately erected in the town of Hampton for the purpose of conducting the free school or schools of the Parish therein three miles or thereabouts, and that the nearest part of the boundary of Hampton Wick to the said schools is distant of one mile or thereabouts, and that the portion of Hampton Wick so as aforesaid described as the nearest boundary thereof to the said schools [i]s (with part of Hampton which adjoins it) called Hampton Court, and that the houses situate at or near Hampton Court are chiefly of the respectable class and such as are likely to be occupied by persons in better circumstances in life than those parishioners who would seek the benefit of education for their children at the said schools, and that there are not more than thirty of the houses of the District of Hampton Wick that are within two miles of the said schools, and that the populous part of the said district of Hampton Wick where the poorer classes chiefly reside is situate near Kingston aforesaid, at a distance varying from two miles and a half or thereabouts to three miles and three quarters and thereabouts from the said schools so situated in the town of Hampton, and that the same is chiefly composed of small tenements varying in value from £5 to £25 per annum, numbers of small tenements having been built there since the Inclosure, and that the distance at which such schoolrooms are built and situated from the populous part of the District of Hampton Wick renders the said school of but little

benefit to the parishioners and inhabitants resident in such populous parts of Hampton Wick, and operates almost as a barrier to parents sending their[32] children from such District to the said schools in as much as a small portion of them only can avail themselves of their right to do so, and that it is the general complaint of such parishioners that the distance prevents their doing so, that if such children are sent they cannot ensure their going, as children are apt to loiter and play upon the road thither and elsewhere instead of going to school, and that the said distance, more especially in the heat of summer and in inclement seasons of the year, renders it impossible for them to send their children of tender age and delicate constitution to travel such distance without danger to their healths, and that, the time between the hours of twelve and two o'clock being every day allowed to the children who frequent such school at Hampton for dinner and recreation, such boys that are sent from the populous parts of Hampton Wick are prevented by the distance from returning to their respective homes for their dinners and are therefore compelled to carry the same with them and are exposed to the temptations and idle and bad habits engendered by resorting to the streets during such hours, and that the majority of the poor children of such populous part of Hampton Wick, on account of such distance from the said school at Hampton and the dangers and consequences attending sending them to the same, are not sent to such a school and by reason of the inability of the parents to pay for their education at any other school are not sent to school at all, but are brought up without education and many of them in ignorance of their duties to both God and man, and that the streets and highways are constantly annoyed by numbers of the male children of the inhabitants playing [33] and hollowing and running about therein, the nuisance arising from which is frequently remarked and complained of by the respectable classes of society in the neighbourhood, and that the road from the populous part of Hampton Wick to Hampton is a bleak and cold road and part thereof by the side of and exposed to the River Thames, and that the Commissioners, acting under the Act of Parliament of the 55<sup>th</sup> year of the reign of King George III, chapter 45, and the subsequent Church Acts, considering that the then hamlet of Hampton Wick, from its importance and the number of its inhabitants and its distance from the church of Hampton, required a separate place of worship, caused a Chapel of Ease to be erected therein and formed the said hamlet into a separate ecclesiastical district parish, and that in his, the Deponent's, judgement and belief, that providing and maintaining a school at Hampton Wick for educating boys in reading, writing, arithmetic, Catechism and elementary learning would be extremely beneficial and advantageous to the Petitioners and inhabitants, and that he the Deponent is of opinion the convenience of that portion of the Parish calls for such an establishment and that near on or quite a hundred children would be found to resort to it for education; and in his, the Deponent's, judgement and belief a good and substantial school may be built and fitted up to accommodate such children

and with proper rooms for a master for the sum of £700 and that a good and competent master may be provided to teach in such a school reading, writing, arithmetic, the Church Catechism and all elementary learning, and the necessary books for the said children provided and the school insured and repaired and coals and candles provided for the sum of £130 per annum;

And the said George Taylor, having by his said affidavit, deposed that he hath known and been [34] well acquainted with the Parish of Hampton and Hampton Wick for thirty years, and that for many years past he, Deponent, was a surgeon and apothecary entrusted with the care and attendance of the poor of the Parish of Hampton Wick, and he also well knows the spot of land upon which the building intended for the Free School was built in the town of Hampton, and that the populous part of Hampton Wick is distant from the same nearly or quite three miles, and that such populous part of Hampton Wick is chiefly composed of small houses and tenements varying in value from £5 to £25 per year, and that there are many of the male children of the inhabitants of such populous part of Hampton Wick of delicate constitution and many in a sad and delicate state of health, and that such will always be the case in a District where the population amounts to from 15-1600 souls, which the deponent is informed and believes to be the population of Hampton Wick, and that in his, the said deponent's, judgement and belief, the distance of the said school so built in the town of Hampton from the said populous part of Hampton Wick renders such a school of little utility to Hampton Wick, and that numbers of the children in consequence of the distance are brought up without education and in ignorance of their duties to God and man, that numbers of such children are constantly to be seen playing, hallowing and running about in the streets, thereby causing great annoyance to the neighbourhood, and, if children are sent from such parts of Hampton Wick to the said school at Hampton, that they will, as the Deponent is informed and believes they do, play upon the road and play truant, that in the heat or cold rain or snow and other [35] inclement weather, such children must necessarily be detained at home or exposed to the elements to the danger of their healths, and that it would be very imprudent in the parents of children of the said populous parts of Hampton Wick to send such of their children as are of tender age, of delicate constitution or of bad health to such a school at Hampton, and that in his, the said deponent's, judgements and belief, that providing and maintaining a school at Hampton Wick for instruction in reading, writing, catechism and elementary education would be extremely beneficial and advantageous to the parishioners and inhabitants, and that the convenience of that portion of the Parish loudly calls for such an establishment, and, in his, the Deponent's judgement, near or quite a hundred children would resort to such a school for education;

And the said John Stevens, having by his affidavit deposed that the Deponent has served the office of Overseer in the District Parish of St John, Hampton Wick, and has four times been elected one of the Guardians of the Poor of the said parish; and that during the years he, the Deponent, has held such offices and during his residence at Hampton Wick aforesaid he, Deponent, has taken an active part in all parochial meetings and has obtained knowledge of the circumstances, situations, localities and relative positions of the town of Hampton and of the said district parish of Hampton Wick; and the following is a correct extract of the comparative account of the population of Great Britain printed by order of the House of Commons on the 19<sup>th</sup> day of October 1831, so far as the same relates to the Parish of Hampton and to the District of Hampton Wick:

<b>Hampton</b>	1,722	1,984	2,288	2,529
<b>Hampton Wick</b>	793	770	1,216	1,463

**[36]**and since the last census taken in 1831 the population of both the said districts of Hampton and Hampton Wick have much increased and many houses and buildings have been erected in each of such Districts;

And the said William Ryde, having by his said affidavit deposed that he has lived in the house he now resides in at Hampton Wick aforesaid upwards of 23 years, and has had during that period fourteen children and has reared nine of those children, who are now living, by industry and frugality, and that eight of such children have been boys; and that he, the Deponent, has provided for their education as he best could and generally contrived to send the same to day schools, where Deponent paid a weekly sum with them, but which at times has much inconvenienced Deponent and deprived him and his wife of many little necessaries, and that he, Deponent, has at times been unable to pay the same and has kept his said children at home till he could manage so to do; and that he, the said deponent, has now four boys, whose names are Richard, Daniel, James and George, all of whom are under the age of thirteen years, that Richard [sic] is of the age of thirteen years and Daniel of the age of ten years, and that until lately Deponent sent the said Richard and Daniel to school at one Ryley Barnes', where Deponent paid 10d per week for each besides the expense of books and firing; and that he, the Deponent, was obliged to discontinue so doing at Christmas last by reason of his inability to pay the same, and that if there had been a parish **[37]** or free school at Hampton Wick for instruction of children in reading, writing and elementary learning, he, Deponent, would gladly have sent all his children to such school and would now send three of his children to the same; and that such school would be very beneficial to the parishioners and inhabitants at large and is much called for and wanted; and that he, the Deponent, has never sent nor have any of his

children been to the Free School at Hampton by reason of the distance, the same being near three miles from this Deponent's residence and the road bleak and exposed in part to the River, and the Deponent, from observation of other children who have been sent there and from experience, has felt and does now feel that he could not with safety to their healths and persons send his children or any of them to the said school at Hampton, exposed as they must be, if he, the Deponent, sent them, to the variations of weather and to heat, cold, rain and snow; and that he, the Deponent, could not ensure their going to the same or prevent their playing truant or playing in the streets and highways on their road to and from the said school and between the hours of twelve and two o'clock each day, which are allowed for dinner and recreation, or their thereby falling into indolent, mischievous and bad habits;

And the said William Johnson, having by his said affidavit, deposed that he, Deponent, is a parishioner and inhabitant of Hampton Wick aforesaid and has eight children now living and has no means to provide board, clothing and education for such children save by the industry and **[38]** frugality of this deponent and his wife; and that five of such children are boys, named Richard, Samuel, Thomas, Henry and Joseph, and are none of them more than thirteen years of age, and that four of such boys are now of an age to require instruction in reading, writing, Catechism and elementary learning; and that the free school built in the town of Hampton is distant from the Deponent's residence at Hampton Wick aforesaid near three miles, and the Deponent is afraid to trust his youngest boys such a distance and prefers their remaining at home to incurring the danger attendant upon being sent so far from home; and that he has of late sent one of his said children, namely Samuel, a boy of the age of eleven years, to such school at Hampton, but that in inclement weather, he, the Deponent, is obliged to detain him at home to the interruption of his studies; and that when sent to school at Hampton, the weather frequently changes while such children are walking there or before they return, and they are upon such occasions necessarily exposed to its severity and to the consequences attendant upon heat or wet etc. till they reach home in the evening, and that such children lose much time and frequently get into play upon the road; and that after they arrive at the School, the hours between twelve and two of the clock are allowed them for their dinner meal and recreation, and that the children of Hampton Wick, on account of such distance, are compelled to take with them their dinners, and that after devouring the same, they generally resort to play in the streets, whereby bad habits are obtained; and that, **[39]** though ill able to bear the expense, he, the Deponent, has heretofore placed his son Thomas, who is of the age of seven years, with one pa(ri)sh(ioner) of Hampton Wick aforesaid at a weekly expense of 4d, and that the instruction derived for such small sum is of little benefit or use but he, Deponent, could not and

would not trust a child of such an age to go such a distance as to the Free School at Hampton for the reasons before mentioned; and that a school at Hampton Wick for instruction in reading, writing and elementary learning would be highly beneficial to the parishioners at large, and that upon the same being built and provided for, numbers of the children of the parishioners and inhabitants would resort to it for elementary education, who now obtain no education at all by reason of their parents' fearing from the reasons before stated to send them to the school at Hampton and being too poor to send them to any other school;

And the said William Pegrum [sic], having by his said affidavit deposed that, by the instructions of the solicitors of the abovenamed Relator, he, Deponent, did in the month of February 1835 go from house to house in the District of Hampton Wick aforesaid, and obtained a census or statement of the number of children within the said district between the ages of four years and fourteen years and of the names and respective ages of such male children, and that the number of such male children then residing and living within the boundaries of such District between such [40] ages of four and fourteen years amounted to 162; that he, the Deponent, has resided in Hampton Wick aforesaid for the period of 39 years and has served several offices in the said district during such period, and that during all such years the want of a school at Hampton Wick has been greatly complained of while the increased necessity of one annually increased by reason of the population continuing to increase; and that since the Inclosure Act passed, nearer or quite a hundred small tenements have been built in Hampton Wick of the value of from £5 to £15 per annum, occupied by labourers, small tradesmen, mechanics and persons of small income, and some of which are inhabited by large families, and that many of the parents residing therein prefer keeping their children at home without education to sending them to the Free School at Hampton on account of the distance, the populous part of Hampton Wick varying in distance from the said school from two miles and a half to three miles, on account of their said children being exposed to the heat and cold and inclemency of the seasons and the consequent danger to their health and persons and the idle and bad habits which are engendered by such children loitering on the road when sent to school and sometimes playing truant, and on account of the parents' being compelled to send the childrens' dinners with them, and the intervening hours that are allowed at the said school between twelve and two of the clock, during which time the said children have not time to return to Hampton Wick and [41] go back again to school, and are therefore frequently to be found playing in the streets; and that he has served the offices of Constable and Beadle of Hampton Wick for many years and that numerous boys who ought to be at school are constantly playing in the streets, and that the same is frequently complained of by the respectable persons in the surrounding neighbourhood; and if a school was

established at Hampton Wick for instruction in reading, writing, arithmetic and elementary learning, it will be very beneficial and advantageous to the parishioners and inhabitants; and that he, the Deponent, believes that near or quite a hundred boys would be sent to the same for education, and numbers of these children who now receive no education whatever;

I have allowed the said state of facts of the Relator and disallowed the said counter-statement of the said defendants William Jackson, Samuel James Goodenough and James Downton, and I find that, having regard to the respective amounts of the rents and profits arising from the several endowments in the pleadings mentioned and to the population of the several parts of the said parish of Hampton and to the convenience to the inhabitants thereof, it would be beneficial to the objects of the said charitable foundations that one half or a moiety of the residue of the rents and profits arising from the estates comprised in and derived under the deeds of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696, after payment thereof of the said sum of £36 per annum for the said six poor men in the manner before mentioned, **[42]** should be applied in providing a school in the said hamlet or district of Hampton Wick aforesaid and maintaining a schoolmaster to instruct children entitled to the benefit of the said charity there; and I have approved of a proper scheme for the conduct and management of the said school to be maintained by the said charitable foundations, and of the application of the revenues and income of the said charity estates to the beforementioned purposes, including the plan for maintaining a schoolmaster and for providing a schoolroom and other rooms for the accommodation of a master at Hampton Wick aforesaid, and such scheme is as follows, that is to say:

- that within fourteen days after the general report of the Master in this Cause shall have been confirmed, days be fixed by the Churchwardens of Hampton and Hampton Wick, or in the event of their neglecting to do so, by the surviving Trustees, which shall not be later than one month after the general report of the Master in this Cause shall have been confirmed, for the nomination and election by poll, in general Vestry of the Vicar, Churchwardens and parishioners of the Parish of Hampton in Joint Vestry of Hampton and Hampton Wick, of eight new Trustees, to make with the three surviving Defendants eleven Trustees; that fourteen days notice shall be given of the days so appointed and every mode customary in such Districts adapted to give publicity to the notice of such purpose.
- that in future one set of Trustees be appointed by the **[43]** same conveyance to all the endowments, and that the number of Trustees when complete shall hereafter be eleven,

and that seven of such members shall be freeholders, copy holders or resident parishioners of the District of Hampton, and four of such number freeholders, copy holders or resident parishioners of the District of Hampton Wick, and that so often as the number of Trustees of the District of Hampton shall be reduced by death or incapability of acting to two, or the number of the Trustees of the District of Hampton Wick shall be reduced by death or incapability of acting to one, the number of Trustees shall be again respectively filled up to eleven, to be selected in manner and in the proportions before provided.

- that when any Trustee so elected shall have ceased to reside within twenty miles of the Parish of Hampton for the period of two years, or shall have become bankrupt or insolvent, or shall have been convicted of any crime or misdemeanour, he shall be deemed incapable of acting; but nevertheless such Trustees so being bankrupt or insolvent shall be qualified to be elected *de novo* at any subsequent election.
- that the Resident Trustees, when elected, shall by a majority select among themselves a Chairman and also three Trustees, of whom such chairman may or may not be one, willing to act gratuitously as Receivers of the rents and profits of the estates derived from the respective endowments, two from the District of Hampton and one from the District of Hampton Wick, and that the [44] joint receipt of such three Trustees shall be sufficient discharges to the tenants of the Trust Property, and that due notice to that effect, of the Trustees nominated as such Receivers, be given to the respective tenants of the Trust Estates.
- that such three Trustees or Chairman and Receiving Trustees be from time to time, as often as the majority of the Resident Trustees think fit, changed, and that such three Trustees apply the rents and profits when received in manner hereinafter provided.
- that upon every occasion of filling up the number of Trustees, the surviving Trustees shall, by one conveyance, convey the Trust hereditaments and premises to such new Trustees as shall be elected in manner before provided, to use of the said surviving trustees as shall continue capable of acting and of such new Trustees so chosen as aforesaid.
- that out of the rents and profits of the estates comprised in and derived under the deed of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696, the sum of £36 be annually paid to the Minister and

Churchwardens of Hampton and Hampton Wick by half yearly payments for the six poor men, as directed by the will of John Jones and by the last mentioned deeds.

- that the said endowments shall in future be divided into and conducted under two distinct branches or departments under the care of separate Masters, one of which branches shall be maintained **[45]** in the Town District of Hampton and the other in the District of Hampton Wick.
- that the said school in the District of Hampton shall be appropriated to and used as a school for the instruction of male children of all the persons resident in the Parish of Hampton in the Latin tongue and in reading, writing, arithmetic, geography and history and such other elementary branches of education as the majority of the Resident Trustees may direct, and in the knowledge of the Church Catechism.
- that the said school shall be conducted and taught in the two already built for that purpose in the town of Hampton, and that in one of such rooms the Chief or Headmaster shall instruct the Scholars in the Latin tongue and also in reading, writing, arithmetic, geography and history and such other elementary branches of education as the majority of the Resident Trustees may direct and in the knowledge of the Church Catechism.
- that in the other of the said rooms, the Undermaster shall instruct the Scholars in all the beforementioned branches of education except the Latin tongue.
- that both departments shall be under the superintendence of the Chief or Headmaster, and both the Masters shall assist each other in the respective rooms and duties when and so often and for such time as they shall be required to do so by a majority of the Resident Trustees.**[46]**
- that the said school in the District of Hampton Wick shall be appropriated to and used as a school for the instruction of male children of all persons resident in the Parish of Hampton in reading, writing, arithmetic, geography and history and such other elementary branches of education as the majority of the Trustees may direct, and in the knowledge of the Church Catechism.

- that the rents and profits of the hereditaments devised by the respective wills of Robert Hamonde [sic] and Edmund Pidgeon, bearing date respectively the 7<sup>th</sup> day of March 1556 and the 20<sup>th</sup> day of October 1657 and comprised in the deeds dated the 19<sup>th</sup> and 20<sup>th</sup> day of April 1697, now producing the sum of £138.5.0 per year, together with one half or moiety of the residue of the rents and profits of the estates comprised in and derived under the deed of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696, after payment thereof of the said sum of £36 per annum for the six poor men in manner before mentioned, the moiety of such residue now producing £104.3.0 per year, which together with the before mentioned sum of £138.5.0 will make £242.8.0 per year, be applied in manner hereinafter mentioned for the maintenance and support of the School in the said district of Hampton Town.
- that all Latin books and books connected with Latin required by or supplied to such Scholars as may attend the said school and seek instruction therein shall be paid for or supplied **[47]** by their parents or friends.
- that the remaining moiety of the residue of the rents and profits comprised in and derived under the deeds of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696, now producing £104.3.0 per year, be applied in manner hereinafter mentioned for the maintenance and support of the said school in the said district of Hampton Wick.
- that the Masters to conduct and manage such schools shall be elected by the Vicar, Churchwardens and parishioners of the Districts of Hampton and Hampton Wick, in Joint Vestry assembled, within three months after the general report of the Master in this Cause shall have been confirmed, at a General Vestry to be called by the Churchwardens of both Districts or by the surviving Trustees, of which fourteen days notice shall be given by all modes of publicity customary in the said districts.
- that the majority of the Resident Trustees shall, with the approval of the Master of the School in the Town District of Hampton, from time to time appoint an Undermaster to assist the Master in performing the duties of such a school, and that such Undermaster shall not be dismissed unless with the sanction in writing of a majority of such Resident Trustees.
- that the system or method of instruction to be used and pursued in the said schools shall be under the control of the majority of the Resident Trustees and that, subject thereto, the

instruction of the Scholars in the School shall be entirely under the direction of the Master,**[48]** whose directions as to the mode of instruction shall be implicitly obeyed by the Undermaster.

- that the Master of such school shall be at liberty to reside in the School House built in the town of Hampton for the accommodation of a master and that, if he declines to reside or shall not reside therein, the Undermaster shall have the said house and occupy the same for his residence or dwelling, and that the Master or Undermaster so occupying such a house shall reside therein except during the vacations, having the right to reside therein during such vacations also if he thinks proper.
- that the Trustees, who for the time being shall act as Receivers of the Trust Estates, shall pay to the Master of such a school in the District of the town of Hampton, out of the aforementioned rents and profits amounting to £242.8.0 per year, to be applied to the maintenance and support of such a school, if he shall use and occupy such a schoolhouse, the sum of £130 per year, and if he shall not use and occupy such house, then such Receivers shall pay to such Master the sum of £140 per year, such sums to be paid by equal quarterly payments on the four usual quarter days in each year, or so soon afterwards as the said rents and profits can be collected and got in.
- that such Trustees shall also pay to such Master one moiety of the rents or profits that shall or maybe hereafter paid of the **[49]** Chancel of the Parish Church of Hampton by the letting of the pews therein or otherwise.
- that such Trustees shall pay to such Undermaster out of the residue of the sum £242.8.0 per year, if he shall reside in such house, the sum of £17.10.0 per quarter, amounting to £70 per year, and the sum of £20 per quarter, amounting to £80 per year, if he shall not reside in such house.
- that the said trustees shall pay out of the remainder of such annual amount such taxes as may be charged upon the said school and buildings and such sums as may be necessary to keep the said buildings insured against fire and in good tenantable repair.

- that the residue of such rents and profits be appropriated by the said trustees in payment of the bills for coals and firing and books (excepting Latin books and books connected with Latin), pens, ink, paper, slates and other articles necessarily incident to carry on the said school, such bills to be first certified under the handwriting of the Master of such school as being correct and the amount to be paid for each article and the quantity thereof allowed to be supplied to the said master or school, being subject to such limit as the majority of the Resident Trustees may think fit and determine upon.
- that if any surplus of the said sum of £242.8.0 remain after the aforesaid disbursements, the same shall be appropriated in the discretion of the majority of the Resident Trustees in rewards [50] or prizes to such of the boys as the Trustees may find upon examination to be most deserving.
- that the sum of £35 be paid by the Defendants to obtain a conveyance of the fee simple of the piece or parcel of land situate near the centre of the populous part of Hampton Wick, formerly an old pond but now a piece of waste ground on the north east side of the road leading from Hampton Wick to Teddington, the fee simple of which is now vested in one Edward Jesse, who is willing to convey the same to the said trustees for the use of the said charities for the said sum of £35.
- that the sum of £24 be allowed for concrete and for filling and preparing the said piece of ground in the District of Hampton Wick for the erection of a schoolroom and school house thereon.
- that a schoolroom capable of holding a hundred boys together with a tenement adjoining containing five rooms, *videlicet* a kitchen and sitting room and three bedrooms above the same, with a wash house and cellar, for the accommodation of a master, be built upon such land in accordance with the plan laid before and approved and signed by me, that the contract and building the same be open to public competition and be limited in amount to £685, that the contract for such building as well as the superintendence thereof be under the control of the said trustees,[51] when new Trustees shall have been chosen.
- that such sum, not exceeding in the whole the sum of £50, as the majority of the Resident Trustees shall think reasonable and necessary, shall be allowed for any extras for completing

the said schoolroom and premises in Hampton Wick, which shall not be provided for by the contract and building of same.

- that the forms, desks and fittings of such a school be also provided by contract upon public competition under the superintendence of the said trustees, and the costs of such fittings do not exceed £50.
- that the sum of £140 be allowed for the alterations and additions to the schoolroom and house erected in the town of Hampton, that is to say the sum of £40 for altering the ceilings of the said schoolrooms, the sum of £50 for fitting up the schoolroom intended to be used as a Latin School and the sum of £50 for building a small wash house and coal house.
- that the said several sums so allowed and to be allowed as aforesaid be paid by the said trustees out of the accumulated monies now invested in the funds and remaining in the hands of the Defendants, and due and outstanding or to become due for the rents and profits of the Trust Estates and property.
- that a Master to conduct and manage such school at Hampton Wick be elected at the same time and manner as the Master to conduct [52] the school in the Town District of Hampton.
- that the Trustees, who for the time being shall act as Receivers of the Trust Estates, shall pay to the Master so elected for such a school at Hampton Wick out of the remaining moiety of the residue of the rents and profits derived under the deeds of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696, now amounting to £104.3.0 per year, so as aforesaid provided as applicable for the support and maintenance of a school in the District of Hampton Wick, the sum of £80 per year by equal quarterly payments on the four usual quarter days in the year or so soon afterwards as the said rents and profits can be collected and gotten in, together with a moiety of such amount as may be derived from the profits of the Chancel of the Parish Church of Hampton by the letting of pews or affixing monuments or otherwise.
- that the Master so elected for such a school shall occupy and reside in the tenement so to be erected for his accommodation in the said district of Hampton Wick, except during the vacations, having the right of residing therein during such vacations if he shall think fit to do so.

- that the Trustees shall pay out of the remainder of the moiety of such rents and profits such sums as may be necessary to pay, such rates and taxes [53] that may be charged on the said school or buildings, and as may be necessary to keep the said school and building insured against fire and in good tenantable repair.
- that the said residue thereof be appropriated by the said trustees in payment of the bills for coals and firing and books, pens, ink, paper, slates used and consumed in the said school and other incidental expenses, such bills to be first certified under the handwriting of the Master of such school as being correct, and the amount to be paid for each article and the quantity therefore to be supplied to the Master of the said school, being subject to such limit as the majority of the Resident Trustees may think fit and determine upon.
- that if any surplus of the said sum of £104.3.0 remains after the aforesaid disbursements, the same be appropriated in the discretion of the majority of the Trustees in the rewards to such of the boys attending the said school as the Trustees may find upon examination to be most deserving.
- that the said schools in the Districts of Hampton and Hampton Wick be opened for instruction of youth, upon the plan hereby provided, from Michaelmas next, or at the ensuing quarter day after the general report of the Master in this Cause shall have been confirmed, provided the said school in the District of Hampton Wick shall have been built and fitted for such purpose, and if not, then [54] at the ensuing quarter day after such building and the fittings are complete and fit for occupation.
- that in case the Court shall order the costs of the parties to the suit, or any portion thereof, to be paid out of the accumulated fund arising from the rents and profits of the endowments, and such accumulated fund be found to be insufficient after the payments hereinbefore provided for, that in such case the opening of such schools and the stipends of the Masters thereof shall remain in abeyance unto Christmas 1839, or such succeeding quarter day as the payment of such costs may render necessary, so as to leave the rents and profits of the endowments unencumbered.

- that until the said schools shall be so opened, the School in Hampton District shall be conducted provisionally under the superintendence of the Trustees in the same manner as the same has been for some years past conducted.
- that half a day's holiday once a week and three weeks' holiday at Christmas and one month at Mid-summer and one week at Easter be allowed to the boys frequenting such schools in each year, on such days and times as the Masters, with the consent of the majority of the Resident Trustees, may think fit to appoint.
- that the daily hours of attendance at such schools be from a quarter before nine o'clock [55] in the morning till twelve o'clock at noon and from a quarter to two o'clock in the afternoon till five o'clock in the evening during the time between Easter and Michaelmas, and during the remainder of the year the hours of attendance during the morning be the same but the afternoon attendance from quarter past one o'clock until half past four o'clock, except on Sundays, and that prayers shall be said in each School by the Master thereof at nine o'clock each morning, and that all the boys attending such schools be required to attend both morning and afternoon or evening service regularly on the Sabbath and on Good Friday and Christmas Day at the Parish Church, provided always that none of the said children whose parents may dissent from the Established Church shall be compelled to attend the said church.
- that the Masters of the said schools shall personally, and not by deputy or substitute unless hindered or prevented by sickness or other unavoidable temporary disability (to be admitted to be such by a majority of the Resident Trustees), attend the said schools to which they may respectively be elected as Masters during and throughout the whole period assigned for school hours, and teach and instruct all the Scholars admitted therein diligently and impartially in the several branches of learning according to the course or system of education hereinbefore directed to be adopted and pursued in the [56] same respectively, the said masters having the selection and making use of the most approved authors for necessary literature, and shall also attend to their morals, manners and behaviour.
- that if the children attending such schools shall not be in their seats by nine o'clock in the morning or two o'clock in the afternoon during the time between Easter and Michaelmas Day and by half past one o'clock in the afternoon between the time between Michaelmas

Day and Easter ready to commence their studies, or shall come to the said schools with their faces or hands dirty or with their hair uncombed or their person uncleanly or with any disease, they shall be subject to dismissal from the School by the said Trustees, and if any of such children or any of the inmates of their respective dwellings or places of abode shall, to the knowledge of the Master, be afflicted with any contagious complaint, or if any of such children shall come dirty or with their hair uncombed or their faces unwashed, it shall be in the power of the Master to refuse them admission.

- that the discipline of the respective schools as far as relates to the punishment of the Scholars shall be left wholly to the Masters thereof, but in case of cruelty or any immoderate punishment of any kind, complaint may be made by the parents or [57] guardians of any Scholar to the Chairman or any one of the Trustees, who, if he deem it necessary, shall, within three days after, summon a meeting of the Trustees to examine into such complaint in the presence of the Master complained of and the said parents or guardians, and examine into such complaint.
- that the stipends of the Master and Undermaster of the said school in the District of Hampton be subject to a rateable increase or abatement in case of any augmentation or decrease taking place in the annual revenues or the Trust Estates comprised in and derived under the deeds of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696, and that the stipend of the Master of the said school in the said district of Hampton Wick be increased or diminished by so much as the moiety of such rents and profits may from time to time increase or decrease in value.
- that in the case of an increase or decrease in the annual revenues in the Trust Estates comprised in the said wills of Robert Hamonde [sic] and Edmund Pidgeon bearing date respectively the 7<sup>th</sup> day of March 1556 and the 20<sup>th</sup> day of October 1657 and in the deeds of the 19<sup>th</sup> and 20<sup>th</sup> days of April 1697, the stipends of the Master and Undermaster of the said school in the District of Hampton shall be subject to a rateable addition or deduction.
- that the appointments of such masters when elected shall be during competency and good behaviour. [58]

- that the Trustees for the time being shall be Visitors of such schools and that in case the majority in number of the Resident Trustees shall be of opinion that the Masters of such schools or either of them shall misbehave or misconduct himself or themselves in the execution of the duties of their respective Masterships, or shall have refused or neglected to comply with or to act in strict conformity with the several rules, orders and stipulations made or to be made in pursuance hereof for the ordering and managing of the said schools and for the education and instruction of Scholars therein or shall have become incompetent to perform the said duties, then such majority in number of the said Resident Trustees shall be empowered in every such instance, in writing under their hands, to suspend the Master so misconducting himself or having become incompetent.
- that such suspension shall last during so much of the then half year as shall succeed the signature thereof until the commencement of the recess or vacation hereinbefore provided for at Midsummer or Christmas then following, or so much of such half year as the majority of the said Resident Trustees may from time to time, by writing under their hands, order and direct.
- that during the suspension of such Master or either of them, the majority of such Resident Trustees shall be at liberty to and are required [59] to appoint provisionally other Masters or another Master in the place instead of the Masters or Master so suspended, and in case such a suspension shall have been caused by misconduct, the said Trustees shall pay the whole of the stipend of the Master so suspended to the provisional Master so appointed, but in case of such suspension shall be caused by incompetency from age or infirmity, then the said Trustees shall pay to such Master so suspended and to such Master so provisionally appointed in his stead such portion of the said stipend allotted for such Master as the majority may think reasonable or fair.
- that in case the majority in number of such Resident Trustees as shall, at the commencement of the recess or vacation (hereinbefore provided for) next following such a suspension, be of opinion that the Masters or Master so suspended shall not have reformed their or his conduct, or such a suspended Master shall remain incompetent or shall have neglected or refused to give to such Trustees satisfactory assurance that he would reform and amend his conduct, then that the majority of the said Resident Trustees shall be at

liberty to dismiss such Master, but such a dismissal shall not disqualify such Master from being re-elected.

- that such meetings and elections shall in all such cases be called and conducted in manner and upon such notice and with such publicity as is hereinbefore directed to be observed in the election of the Masters of such schools, and that the new Masters or Master, when elected, shall, if the expulsion of the previous Master [60] was caused by misconduct, be entitled from the time of his election to the whole stipend provided for such Master, and in case of the said election of a new Master having been rendered necessary by reason of the incompetency from age or infirmity of the Master for the time being, then such new Master shall receive during the life of his predecessor, and such predecessor shall receive during his life, such portions of the said stipend as the majority of the parishioners shall at such meeting decide to be fair and reasonable, such new Master being entitled on the decease of his predecessor to the whole of such a stipend.
- that the age at which the male children of the inhabitants of such Districts of Hampton and Hampton Wick shall be admitted into such schools shall be from six years to fifteen years, and that, in case a majority of the Resident Trustees shall at any time be of opinion that the number of such children seeking instructions in such schools at Hampton or Hampton Wick or both shall be too numerous for the Master or Undermaster to teach at Hampton, or for the Master to teach at Hampton Wick, then such Trustees shall be at liberty to limit the right of admission to children from six years to fourteen years, and if the reduction thereby caused shall be found insufficient, then to further limit the right of admission to children from seven years to fourteen years of age.
- that in case the majority of the Resident Trustees shall be of opinion that either or both of the Masters of such schools can, [61] consistently with the performance of their duties as such Masters, take the children of inhabitants or other persons to board in his [sic] house and can teach and instruct them as Scholars in conjunction with and without neglecting the education of the inhabitants of the said Parish of Hampton, then such trustees shall be at liberty to give license to such Masters or Master to take such boarders and to instruct them in the said schools or school to which such Masters may respectively be elected with the free Scholars so that the distinction be made in their treatment, the number of such boarders not to exceed fifteen, the said trustees having the power to stipulate if they shall

find it necessary that such Master shall employ at his own expense in such case an additional Usher or Assistant, to be approved by them, at such salary as they may find necessary.

- that visitations of the Schools shall be held half yearly, at the School in the District of Hampton on the Wednesday prior to the Midsummer and Christmas holidays and at the School in the District of Hampton Wick on the Thursday prior to the Midsummer and Christmas holidays, and a general examination of the boys shall take place by the Master, at which the Trustees or such of them as may think fit shall be present and shall have liberty to introduce such persons as they may think fit, such Trustees and persons being at liberty to take part in the examination and ask such questions as they may think fit in order that the progress of the Scholars and whether they are instructed and well-grounded in learning and in the Christian religion may be ascertained, and that at such visitations the Masters shall present to the Chairman of the Trustees a [62] list in writing of the names of the Scholars then in the Schools, specifying those who have been admitted during the half year preceding and the number who have left it, and that the parents and friends of the children instructed in such Schools shall be at liberty to be present at such examinations.
- that the scheme and plan as approved by the Master and the Court for the regulation and management of the said schools shall be printed on a large sheet of paper and copies fixed in frames in some conspicuous part of each of the said schoolrooms so that all the children and their parents and friends may have access to and be enabled to read the same, and that copies of such scheme and plan be supplied by the Trustees on payment of one shilling to any and every inhabitant of the said Borough of Hampton who shall apply for the same.

And the said defendants William Jackson, Samuel James Goodenough and James Downton have been examined upon interrogation exhibited before me on behalf of the Relators, and their examination put thereto and sworn the 17<sup>th</sup> day of November 1837, and also the said defendants' answer having been produced and read before me, I find that they, the said defendants William Jackson, Samuel James Goodenough and James Downton, or some person by their order or for their use, have or has, since the death of Dr Hemming, in the said decree named, received on account of the rents and profits of the estates and property comprised under the said several wills and [63] deeds in the said decree and hereinafter mentioned, several sums of money amounting together to the sum of £3,763.0.10, the particulars whereof I have set forth in the first schedule to this my report, and I have charged them, the said defendants, therewith but I find that they have thereout

paid, disbursed and retained in building a new school house, for the salary of the Master and also in the purchase of £1,018.11.7 Bank Three Percent Annuities and otherwise, on account of the said charitable endowments, the several sums of money particularly set forth in the second schedule to this my report, amounting together to the sum of £3,591.1.1 and which I have allowed to them the said defendants, and find the same to have been a beneficial application of the said funds of the said charities to the objects of the said charities; and such sum of £3,591.1.1, being deducted from the aforesaid sum of £3,763.0.10, will reduce the same to the sum of £171.19.9, which sum of £171.19.9 I find to be due from them, the said defendants, William Jackson, Samuel James Goodenough and James Downton on the balance of their said account.

And the said defendant Sir Richard Carr Glynn, having by his affidavit made in the Cause, bearing date the 6<sup>th</sup> day of December 1837, deposed that he had not nor had any person or persons on his account or by his order received any sum or sums on account of the rents and profits or the produce of the messuages, lands, hereditaments and premises comprised in and derived under the several endowments for the support of the Schools in the Parish of Hampton mentioned in this Cause, or any other sum or sums of **[64]** money whatsoever as such Trustee in the Pleadings mentioned from and after the decease of Dr Hemming, the late Master of the School, since the time of swearing to his, the said deponent's, answer to the abovementioned information and the said decree, after stating that it had been alleged by the Counsel for the Informant that the Chancel of the Parish Church of Hampton, being part of the Rectory of the said parish, forms part of the hereditaments comprised in the said indentures of the 26<sup>th</sup> and 27<sup>th</sup> of March 1696 and that no profit had been made by means of the said chancel for several years, it was ordered that I should enquire and state whether the same does form part, and whether any and what profit had formerly or can now be made by means thereof, and whether it would be proper to take any and what steps for that purpose, and that I should state my opinion thereon to the Honourable Court.

A state of facts has been laid before me on the part of the Relator, and I find therefrom and from the admissions of the said solicitors that the said chancel of the Old Parish Church of Hampton did, before the same was pulled down, and that the site thereof in the New Church, so marked and distinguished and described as aforesaid, does form part of the hereditaments comprised in the indentures of the 26<sup>th</sup> and 27<sup>th</sup> days of March 1696 in the decree mentioned, that it appears that the Trustees of the said rectory, either by their Agents or Receivers or by the Master of the said school for **[65]** the time being, have from time immemorial received all such fees and dues as occasionally became due and payable for the erection of monuments and monumental tablets within the said

chancel and for the burial of corpses within the Chancel of the Old Church, and have also generally paid for the repairs of the said chancel.

[I find] that it does not appear that any profit was made of the pews in the Chancel of the Old Church previous to the appointment of the Revd Samuel Hemming, Doctor of Divinity, the late Master of the said school to the Mastership in the year 1803; that the said Dr Hemming received the rents and profits of the Trust Estates as the Agent and Receiver of the said Trustees and retained this same to his own use as the Master of the said school; that there were originally but three pews in the Chancel of the Old Church at Hampton, and that it appears that the said Dr Hemming let one of the said pews in the year 1808 and subsequently let another of the said pews /and converted the third into two pairs\, one of which he also let, for rents amounting altogether to sixteen Guineas per annum, which he continued to receive up to the time of his decease in the month of June 1828; that from the time of the decease of the said Dr Hemming until the Old Church was pulled down, it does not appear that any rents or profits for such pew [sic] were paid to the Trustees; that since the erection of the said new church, no steps have been taken to make profit of the said pews within the site of the Chancel of the Old Church, the Defendants alleging that the Bishop **[66]** of London, who is a Bishop of the Diocese and Ordinary of the Church, has expressed his determination to the Trustees and Churchwardens that the said pews should not be let and his intention to prevent the letting of the same; that profit can be made of the site of the Chancel of the said old church by letting the pews therein provided, the same can be let, and also by affixing monuments therein, but that, inasmuch as no certain income can be derived from either of these sources, any profits to result or be derived therefrom must be considered as 'casual profits' resulting from the endowment, and that it will be proper to take all such steps as can or may be lawfully taken to make profit therefrom.

And the said decree, after stating that, it appearing by the answer of the Defendants that no rents has [sic] been received in respect of that portion of the hereditaments devised by the will of Edmund Pigeon, which was by deeds of Lease and Release bearing date the 10<sup>th</sup> and 11<sup>th</sup> days of June 1763 granted and released by Daniel Chandler, the then Master of the Free School, to the Vicar and Churchwardens of the Parish of Hampton and their successors for ever for the purpose of being added to the churchyard of the Parish Church of Hampton subject to an annual rent of £4, and that such rent is several years in arrear, and that it is doubtful whether the Trustees can by any means recover the said rent or enforce the payment of the said rents in future, it was ordered that I should enquire and state to this **[67]**Honourable Court whether any and what steps can and ought to be taken for recovering such arrears and ensuring the payment of the said rent for the future.

A state of facts has been laid before me on behalf of the Relator, and I find therefrom and from the admissions of the said solicitors and by deeds of lease and release dated the 10<sup>th</sup> and 11<sup>th</sup> days of June 1763 made between the Revd Daniel Chandler, described as Master of the said free school and as such Trustee of the said school, of the one part, and the Revd Abraham Blackburne, Vicar, John Stevenson and others, Churchwardens of the Parish of Hampton, of the other part, the said Daniel Chandler did (in consideration of the sum of £4 per annum, agreed to be paid by the said vicar and churchwardens for themselves and their successors for ever), grant, bargain and sell to the said vicar and churchwardens and to their successors for ever the said piece or parcel of ground devised by the will of Edmund Pigeon and on which his stables formerly stood, lying in Hampton and adjoining the north side of the churchyard, containing by admeasurement actually made 190 feet in length and 42 feet in breadth and containing in the whole 31 square rods or thereabouts, in trust and to the intent and purpose that the same should be annexed to the then churchyard of the said parish, and that the same should forever remain and be and be taken and used as part of the churchyard as if the same had been originally part of the ancient churchyard, they, the said [68] vicar and churchwardens and their successors, paying yearly therefore to the said Daniel Chandler and his successors, Masters of the said free school for the time being, the said yearly sum of £4 clear of all deductions; and I find that the arrears of the said rent of £4 have been paid up to Lady Day now last past, and the said solicitors having stated to me that they have no reason to apprehend that such rent will run in arrears in future, I do not find that any steps should be taken for ensuring payment of the said rent for the future; and as to the direction contained in the said decree, for me to enquire and state if any and what portion of the rents and profits of the said charity estates are in arrear and whether it will be proper to take any and what steps to recover the same, it has been admitted before me by the said solicitors that such arrears are in a course of payment and that it will not be proper or necessary to take any steps to recover them. All which I humbly certify and submit to this Honourable Court.

[signed]

W. Brougham