

9th June 1627 By a decree of this date made in his Majesty's High Court of Chancery stating that Whereas before this time that is to say in the Term of Easter in the second year of the Reign of our Sovereign Lord Charles the Kings Majesty that now is Anno Dom. 1626 Sir Baptist Hicks Knight and Baronet Lord of the Manor of Campden in the County of Gloucester and of divers villages and hamlets near adjoining to the same in the said County of Gloucester within the Parish of Campden aforesaid Robert Lillye Clerk Vicar of the said Parish of Campden Richard Coleman and John Higgins Bailiffs of the said Town and Borough of Campden aforesaid Robert Hiron and Thomas Harrish of the said Parish in behalf of themselves and three Hundred more of the Poor Inhabitants of the aforesaid Parish Complainants did exhibit their Bill of Complaint into this High and Honourable Court of Chancery against Thomas Bason alias Butcher the Elder Thomas Bason alias Butcher the Younger William Damport John Gilby Anthony Jarrett and Anthony Bonner Defendants thereby shewing and declaring that about One hundred and forty years then last past One John Varby Gentleman was seized in his Demesnes as of Fee of and in the Moiety of the Manor of Lynham in the County of Oxon consisting by common estimation of nineteen Yard Land lying and being in Lynham aforesaid And also of and in one great close called by the name of Fynnes Court or such like name the true name and quantities whereof the

[page 2] Complainants could not set forth for that they then nor never had the custody nor view of the Evidences Writings nor Deeds that would manifest the same And that the said John Varby being so thereof seized and having a Godly mind and disposition to do some good and charitable work for the benefit and avail of the said Town and Parish for the Education of the children of the said Parishioners and for the maintenance relief and succour of the Poor Inhabitants of the said Parish being great and consisting for the most part of Poor people at least two hundred Householders that lived in great want of succour and relief by reason the Town was not able to relieve them and the rather for that the said John Varby was born near the said town of Campden (as the Complainants had heard which was one of the motives that stirred him up to do so good and charitable work) He the said John Varby made a Feoffment in fee of the aforesaid Moiety of the said Manor and of the aforesaid Inclosure to divers persons of the said Town of Campden the names of which were altogether unknown to the Complainants (for want of having the said Evidences and Writings) To the uses and upon the Trusts and confidence following (viz) that with the rents Issues profits and Revenues of the Premises there should be a free School built and erected within the Borough and Town of Campden and good allowance made unto a learned Schoolmaster that should govern and teach in the said School to instruct and educate the Children of the said Parishioners and whatsoever should amount in Overplus over and above the said allowance of the issues and profits of the said premises should be wholly employed and bestowed for the succour and relief of the Poor Inhabitants of the said Parish the better to ease the said Parish of their intolerable great charge which was given at first for divers years

(as the Complainants had heard) on Good Friday by the name of Varby's Dole and because the said premises were then by some grant or demise Granted or demised for years or lives to the Inhabitants of Lynham aforesaid (as the Complainants had also credibly heard) at a great under value not above twenty pounds by the year (which said Premises if all the Estates had been run out and expired had been well worth two hundred and Fifty pounds per annum at the least) the present Estate and Rents could not yield so beneficial a stipend unto the Schoolmaster for his industry and pains taken by his instruction of the Children of the said Parish nor yield any relief or comfort to the poor of the said Parish for the then time by reason the School was to be built and the profits to be employed to that end And that the said Complainants by their said Bill further shewed that the said School was built and finished with the profits of the premises and that a Schoolmaster was provided and the rents and issues of the premises employed for that

[page 3] purpose many years before the said Bill was exhibited And that the surviving Feoffees to whom the Feoffment of the said Premises was made as aforesaid made a second Feoffment to the end that the Premises might the better continue and be employed to the Charitable uses aforesaid (according to the intention and disposition of the Donor) to one Christopher Jarrett then deceased and to the said Defendant Thomas Basson alias Butcher the elder and to many other persons unknown to the Complainants of all and singular the said premises in the first Feoffment contained to the several trusts and Confidences therein mentioned which said Defendants (as Complainants by their Bill alledged) being subtle and worldly Men and having a meaning to work their own unconscionable ends and greed of their own private commodity and gain about fifty years then passed repaired to one --- Noble an aged blind Man of the said Town of Campden who (as the Complainants did verily believe) was one of the surviving Feoffees of the Premises in the said first Feoffments and of all the ancient Deeds belonging to the said Lands And that the said Defendants then intimated Speeches unto the said aged blind man --- Noble that if they might having sight of the said Evidences and what the Lands were they did conceive that many of the whole Estates were expired and that great improvement in Annum value might be made of the Premises which might yield the Schoolmaster a far greater stipend and allowance and also yield unto the Poor of the said Parish a greater proportion of succour and relief Whereupon the aged blind Man little doubting any fraud or sinister practice to be couched under that fair shew and pretence caused the said Feoffment and other Evidences to be delivered unto the said Defendants upon their faithful promise that after they had perused the same they would restore them back to the said --- Noble (but as it seemed by the sequel they meant no such thing) For the Complainants further by their said Bill shewed that the said Defendants as soon as they had the same Evidences repaired to Sir James Mervin Knight Lord and Owner of the other Moiety of the Manor of Lynham aforesaid and in consideration of some great sum in hand paid unto them for the said Premises contracted with the said Sir James

Mervin for a Lease to be made unto him the said Sir James Mervin of all the afore recited Premises in the first Feoffment mentioned for one hundred and one years then after to come without impeachment of waste at the yearly rent of twenty pounds which unconscionable Lease the Complainants also shewed was made accordingly and in the end of the said Lease a power was given to the said Sir James his Executors or Assigns that the very last year of the said Lease they might grant

[page 4] new Estates in the Premises and which Lease they procured to be sealed both by themselves and the rest of their fellow surviving Feoffees to the said Sir James Mervin at the Rent and for the Term aforesaid And that the said Sir James did within few years after cut and sell from off the premises five hundred pounds worth of Wood and timber And that afterwards the said Defendants for some twenty years together received the said Rent of Twenty pounds and paid thereof unto the Schoolmaster thirteen pounds three shillings and eight pence by the year but concerning the said taken for the said Premises (sic) and the other six pounds thirteen shillings and four pence yearly reserved on the said Lease they the said Defendants and the rest of the said Feoffees most unconscionably and contrary to the Trust reposed in them shared and kept to their own use And so divided the same that the Poor of the said Parish were not relieved with in nor the stipend of the Schoolmaster augmented Also the Complainants by their said Bill further shewed that the said Defendants and the other Feoffees having a further purpose to enrich themselves by the Issues and profits of the said Premises did about thirty years then past make a Feoffment to the said Defendants and to some other unknown to the Complainants of all and singular the Premises mentioned in the first Deed of Feoffment but for what uses intents and purposes the said last Feoffment was made the Complainants could not express And that after the said last Feoffment made they said last mentioned Defendants had received the yearly Rents of the Premises at the hands of Sir John Walter Knight Lord Chief Baron of the Exchequer who (as the Complainants conceived) purchased the Moiety of the Manor of Lynham of the said Sir James Mervin together with the Lease of One hundred and one years of the other Moiety of the said Manor And that the said Sir John Walter being so seized of the Moiety of the said Manor and possessed of the other Moiety for the residue of the said term the said Defendants used means unto the said Lord Chief Baron that he would purchase the reversion of the said Premises and of the Rents at the hands of the said Defendants to the end that they might with such purchase money purchase some other Lane of greater value than the said yearly rent of twenty pounds to the intent some greater stipend should accrue to the Schoolmaster than the said thirteen pounds six shillings and eight pence per annum and that the residue of the profits of the said Lane so newly to be purchased might (as they pretended) wholly redound and come to the better maintenance and succour of the Poor of the said Parish And that to that purpose the said Sir John Walter (desiring the good of the

said School and that the aid good uses might take effect) directed the said Feoffees to

[page 5] find out some Land convenient to be employed to the said Uses and to purchase the same with the money he was to pay for the reversion of the said Moiety of the said Manor whereupon the said Feoffees sought out a parcel of Land lying in Barton on the Heath in the County of Warwick being of the value of Three score pounds per annum and upwards and being the Inheritance of one William Bury of Barton aforesaid Esqr and that a Treaty was had between the said Sir John Walter, the said Defendants and the said William Bury upon which Treaty a conclusion was made that the said Feoffees of the said land in Lynham should assure the said Lands Rents and Reversion thereof unto the said Sir John Walter and his heirs for ever for the sum of seven hundred pounds or thereabouts which sum the said Sir John Walter was out of his noble mind and charitable disposition contented to give considering it did tend to so good and charitable an end as aforesaid and that thereupon some further treaty was had between the said Sir John Walter and other the persons last named concerned the said Lands in Barton to be conveyed to some Feoffees for the user and benefit of the said School and Poor Whereupon it was concluded between them that the said William Bury should make Assurance to the said Sir John Walter and his heirs of the said Lands in Barton on the Heath And that the said Sir John Walter should convey the same to certain Feoffees and their heirs for the Trusts and uses aforesaid And that the said William Bury in full recompence and satisfaction for the same Purchase should receive from the said Sir John Walter the said sum of seven hundred pounds And that the same Contract being made so perfect as aforesaid was made known unto the said Defendants Anthony Bonner and Anthony Jarrett being two of the Feoffees Trusted as aforesaid to the end that they should join in assurance with the rest of the Feoffees of the said Lands reversion and Rent in Lynham to be made unto the said Sir John Walter as aforesaid But the Complainants by their said Bill further shewed that the said two last Defendants being willing as others before them had been to enrich themselves and to take the Opportunity that was now offered knowing well that the assurance to be made unto the said Sir John Walter could not pass but by them and their consent did utterly refuse to join in the said Assurance unless they might have recompence for their good will and assent in passing the premises And that thereupon the case so standing rather than a Bargain so beneficial to themselves should break off it was concluded between the said Feoffees that Defendant Bonner should have forty four pounds and Defendant Jarrett forty pounds to relinquish their Trust And also that the said Anthony Jarrett would not consent to the perfecting of the

[page 6] said Conveyance unless the said Defendants Thomas Bason alias Butcher the younger and William Damporte would engage themselves by promise that they should never assent to make the Right Honourable the Lord Nowell Sir Charles Morrison Knight and Baronet the Complainants Sir

Baptist Hicks and Robert Lillye and one Thomas Bonner a Freeholder in Broad Campden aforesaid nor any of them Feoffees of the said Lands affirming that they would be strict to observe and look into the borrowing of the Revenues and Profits of the Premises and look into the former Passages which the Complainants alledged they had heard they did faithfully promise accordingly And that the said Defendants Anthony Jarrett not yet thinking himself safe Bound the said Defendants Butcher the Younger and William Damporte in a Bond of Two hundred pounds with condition to enfeoff of the said Lands purchased of the said Bury divers persons of his Affinity and Kindred, divers of them being young children who were not fit or capable to manage the Estate for the good and avail of the Town nor able to control the other in misemploying the profits And that thereupon about five years last past before the exhibiting of the said Bill by the said Complainants perfect Assurance was made by the said Feoffees to the said Sir John Walter and his heirs of the said Reversion of the charity of the Manor of Lynham aforesaid And that like Assurance was made by the said Sir John Walter to the said Defendants and their heirs of the said Lands purchased of the said William Bury to the aforesaid uses limitted by the said John Varby And that the said Defendants had let out said Lands in Barton and had received for the same for many years the rent of threescore pounds per Annum yet notwithstanding they allowed to the Schoolmaster of the said school no greater Stipend than thirteen pounds six shillings and eight pence per annum which was the allowance when the profits were but twenty pounds pr annum And Also that the school was in great decay and disgrace by reason of the neglect of the said Feoffees and that the Poor had had no maintenance succour nor relief out of the premises for thirty years last past before the exhibiting of the said Complainants Bill And also further stating that said Complainants being grieved to see the profits turned to other uses than was truly intended by the said John Varby the Donor and the Poor daily perishing and the Town daily collecting for their succour to their great charge and hearing that the said Feoffees intended to make a Feoffment to some of their friends and kindred who should be as slack in performing the Trust as they themselves had been and some of their Children unable to manage the Estate for the public good the said Complainants about a year then past thought fit to call the said Defendants to account how they had employed the profits of the said Premises

[page 7] and the Fine taken of the said Sir James Mervin for his said Lease Whereupon they found the Defendants to have pursed up a great sum of money to their own use of which they had most unconscionably defrauded the Poor and School contrary to the Trust reposed in them And that the said Complainants Accounts allowed them And that they under their Hands together with the chiefest of the said Town did select and chuse out fourteen of the most substantial and sufficient men Inhabitants in the said Parish to be Feoffees of the said Lands that they might (after so long oppression) employ the profits and revenues of the said Lands newly purchased according to the

first intention and Charitable Disposition of the said John Varby And Lastly further stating that the said Complainants by their said Bill shewed that two of the said Defendants by reason they could not have their unconscionable Accounts allowed them by the said Complainants which Accounts were (as the Complts alledged) most unreasonable and shameful in the Judgment of the whole Parish secretly within three or four days after the said Agreement by the practice persuasion and sinister means of one other of the Defendants made a Feoffment to him the said Defendant and divers others for divers sums of money paid and yearly to be paid unto two other of the said Defendants who were general disliked by the said Town some dwelling very far off they knew would not look into their practices and to others of their Kindred and Children who should allow of such Accounts as they please to make and do such Acts as they should devise and to what uses the Feoffment was the complainants could not learn So that unless this Honourable Court would be pleased to take consideration of the Premises they the said Defendants did intend (as the Complainants likewise alledged) utterly to defraud the School and Poor of their Maintenance and only aimed to enrich themselves with the profits and Revenues of the Premises In consideration whereof and that the Complainants had no remedy at the Common Law to compel the said Defendants to execute said Trusts and employ the issues profits and revenues of the premises according to the said good and charitable intention of the said John Varby the Donor the said Complainants humbly prayed the aid and relief of the Court and process of Subpoena to be awarded against the said Defendants to appear in the said Court to answer the premises which process being granted

[page 8] and all the said Defendants served therewith they did appear and shortly after two of the said Defendants made their several answers Whereunto the Complainants replied and the said parties being thereupon at issue witnesses were examined in the said cause and their depositions duly published according to the Rules of the said Court as by the said Bill Answers replications and depositions of Witnesses all remaining of Record in the said Court will more at large appear And also further shewing that a Deed-day was appointed by the Court for hearing the said Cause on which day on hearing and debating of the same in the presence of the Counsel on all parts before the Right Honourable The Lord Keeper concerning the abuses and misemployments committed by the Defendants being Feoffees committed by the Defendants being Feoffees of the such Lands long before given by the said John Fereby alias Varby Gentleman lying in Lynham in the said County of Oxon of great value to the School and Poor of the said Town of Chipping Campden whereof a great Lease was theretofore made by the ancient Feoffees to the said Sir James Merwin Knight for One hundred and one years at Twenty pounds Rent per annum and concerning the misemploying the profits of the said Lands lying in Barton on the Heath in the said County of Warwick which were about five years before given in Exchange by the said Sir John Walter for the Inheritance of the aforesaid Lands lying in Lynham and

were then belonging to the said School and Poor of Campden aforesaid And that it appeared that one of the said Defendants about twenty two years then last past received the sum of thirty six pounds from one other of the said Defendants who was formerly a Feoffee of the said Lands which was parcel of the rents of said Lands and that for eighteen years and a half one other of the said Defendants received the said Rent of twenty pounds per Annum of which he only paid the said Schoolmaster the sum of Thirteen pounds five shillings and eight pence and converted the rest to his own use (as was alledged) which amounted in all to One hundred and twenty three pounds give shillings and eight pence And that it did likewise appear that the said last Defendant had received three years' profits of the said new Exchange Land in Barton on the Heath aforesaid at fifty two pounds per annum (as was alledged and not desired?) and had only paid to the Schoolmaster twenty Marks per annum and had converted the rest to his own use (as was alledged) being the sum of One hundred and sixteen pounds And that it did also appear by the said Defendant's Accounts, that he affirmed thereby that he had laid out the said

[page 9] Monies or great part thereof for procuring a Corporation for the said Town of Campden and for new years gifts given and other money to procure the same and did require the said money to be paid out of the said several sums and for his loss of time spent about the Town's business, for Building a Bridge and for such like employments which his Counsel desired might be allowed unto him his Lordship did utterly dislike the same as not warranted by the foundation of the said Charitable Uses It was therefore that present Term of the Holy Trinity by the Right Honourable Sir Thomas Coventry Knight Lord Keeper of the Great Seal of England and by the authority of the said High Court of Chancery **Ordered Adjudged and Decreed** that there should not be allowed anything to any of the said Defendants for the same or for any purpose but such as were employed according to the said first foundation to the School and Poor And it was further **Ordered and Decreed** that the Accounts of the said Defendants should be referred to two of the Masters of the said Court to peruse and cast up the same and to set down and certify what sums of money every of them particularly received of the profits of any of the said Lands and to allow unto them only such sums of money as they or any of them had disbursed unto the Schoolmaster, Usher and Poor of Campden aforesaid Or for the supporting the said Charitable use and for passing the Assurances of the new exchanged Lands and such charges as have been truly and really spent about the same or in reparations And it was further Ordered and Decreed that the said Defendants should every one of them make payment of such sums of money as the said Masters should find and certify to be by them or either of them received as aforesaid and not employed or disbursed as aforesaid And that two of the said Defendants being the only Feoffees of the said Lands in Barton had made a new Feoffment of the said Lands unto divers persons whereof the greatest part were of their own Affinity and Kindred and divers of them young men and unfit for such employments and had upon the same Feoffment

reserved to themselves the sum of twenty pounds per annum for eight years and had made some Lease or Estate thereof to some Friends In Trust for their own uses The said Lord Keeper also much disliking thereof did Order and Decree by the authority aforesaid that the payment of the said twenty pounds per annum unto the said two Trustees should cease and that they should account for the same and all Leases and Writings concerning the same should be avoided And it was also Ordered and Decreed that there should be a new Feoffment made of the said Lands in Barton unto the Use of the Complainants

[page 10] Sir Baptist Hicks and others (therein named) and their Heirs To the use of them and their Heirs But In Trust to the use of the School and Poor of Campden aforesaid and that they or any four of them should nominate and chuse such and so many of the best and fittest of the Inhabitants of the said Town and Parish of Campden as to them should be thought most meet to be Feoffees joined with them upon the said Feoffment who should also stand seised to the only Benefit and behalf of the said School and the Poor of the said Town of Chipping Campden aforesaid only And the profits of the Lands to be so disposed of as to them or the Major part should be thought fit for the best advancement of the benefit of the School and Poor aforesaid And all Deeds Evidences and Writings concerning the said School Lands in Barton should be delivered to the said Feoffees And it appearing that one of the said Defendants has received the sum of forty pounds to release his Interest unto said Lands He being only Trusted It was also Ordered and Decreed that he should repay the same And it also further appearing that one other of the said Defendants had received the sum of forty four pounds for the like release of his Interest It was ordered that a Subpoena be awarded against him to attend the said Masters to show cause why he should not pay back the same Therefore they the said last mentioned Defendants and all other Persons above mentioned were steadfastly enjoined and commanded that all and singular the matters and thing contained and things contained and specified in the aforesaid Judgment or Decree so far as the same related to or concerned them or any of them they should cause thoroughly to be fulfilled and performed And that they and every of them should honestly and thoroughly fulfil and perform according to the true force form tenor and true intention of the aforesaid Judgment or Decree And this at their peril should in no wise omit nor any one of them in anywise howsoever Witness ourselves at Westminster the fifth day of December in the fourth year of our Reign

Cesar H

[page 11] In obedience to the foregoing Degree a Feoffment was made, from which the following is an Extract

24th Sept 1627 By Indenture of this date made Between Sir Baptist Hickes of Chipping Campden in the County of Gloucester Knight and Baronet Sir Nicholas Overbury of Burton on the Hill in the said County of Gloucester Knight Endymion Porter of Aston Subedge in the said County of Gloucester Esqr one of the Gentlemen of the Bed Chamber of our Sovereign Lord King Charles John Gilby and Richard Jarrett of Chipping Campden aforesaid Gentlemen John Jencks the Younger Inn Holder John Freeman the Elder of Chipping Campden Baker William Jarrett of Chipping Campden aforesaid Gentleman William Frewen John Davenport and John Goold of Chipping Campden aforesaid Mercers on the one party and John Croker of Batsford in the County of Gloucester Esqr William Child of Northwick in the County of Worcester Esqr Henry Jones of Chastleton in the County of Oxford Esqr John Keyte of Ebrington in the County of Gloucester Esq Robert Lillye of Chipping Campden aforesaid Clerk Richard Frewen of Chipping Campden aforesaid Chandler Tristram Warne Yeoman and Humphry Tainton Hatter both of Campden aforesaid Yeoman and Robert Hiron of Westington in the said parish of Chipping Campden Yeoman on the other party It is Witnessed that the said Sir Baptist Hicks Sir Nicholas Overbury Endymion Porter John Gilby Richard Jarrett John Jencks John Freeman William Jarrett William Frewen John Damport alias Davenport and John Goold in performance and execution of a Decree made in the Honourable Court of Chancery the ninth day of June in the third year of the reign of our Sovereign Lord King Charles Have Granted Aliened Bargained Sold and Enfeoffed and by those presents Hath fully freely and absolutely Granted Aliened Bargained Sold enfeoffed and confirmed unto the said John Croker William Child Henry Jones John Keyte Robert Lillye Richard Frewen Tristram Warne Humphrey Tainton Thomas Harris and Robert Hiron their Heirs and Assigns for ever and unto the Heirs and Assigns of the survivor of them for ever

All that messuage or Tenement Cottages inclosed Grounds of Meadow and Pasture Lane with the Appurtenances therein particularly mentioned and described situate lying and being in Barton on the Heath alias Barton Henmarsh in the County of Warwick

[page 12] Together with all and singular Houses Outhouses etc. etc. etc.

And also all other the Lands Tenements and Hereditaments which they the said Sir Baptist Hicks Sir Nicholas Overbury Endymion Porter John Gilby Richard Jarrett John Jencks John Freeman the Elder William Jarrett William Frewen John Damporte alias Davenport and John Goold or any of them had by Conveyance and Assurance in Law of William Damporte alias Davenport of Chipping Campden in the County of Gloucester Yeoman and Thomas Bason alias Butcher the Younger of Broadway in the County of Worcester

Yeoman and of either of them situate lying and being coming renewing and increasing in Barton on the Heath alias Barton Henmarsh aforesaid in the said County of Warwick Together with one House with the Appurtenances in Chipping Campden aforesaid called or known by the name of the School House with the Orchard and Garden in Chipping Campden aforesaid thereunto adjoining with all and singular Deeds Evidences Muniments and Writings whatsoever concerning the same premises or any part or parcel thereof

To hold all and singular the said premises in Barton and the said House called the School House and all other the premises with their appurtenances and every part and parcel thereof unto the said John Croker William Child Henry Jones John Keyte Robert Lillye Richard Frewen Tristram Warne Humphry Tainton Thomas Harris and Robert Hiron their Heirs and Assigns to the proper use and behoof of the said Sir Baptist Hicks Sir Nicholas Overbury Endymion Porter John Croker William Child Henry Jones John Keyte Robert Lillye Richard Frewen Tristram Warne Humphry Tainton Thomas Harris and Robert Hiron their Heirs and Assigns for ever and the Heirs and Assigns of the survivors and survivor of them for ever as Feoffees and persons specially Trusted for the only benefit and behoof of the School and poor of the Town of Chipping Campden according to the purpose and good will of John Fereby alias Varby in the said Deed mentioned and to the intent that they they said Trustees their heirs and Assigns and the Heirs and Assigns of the survivors and survivor of them for ever should dispose of all the year Rents Revenues Issues and Profits and all other the Emoluments of the said Lands Tenements and premises for the best advancement and benefit of the School and Poor of the Town of Chipping Campden aforesaid and for ever thereafter should content and pay out of the yearly Rent Issues and all other the profits of the

[page 13] said Premises to such person or persons as should be nominated to be Schoolmaster or Schoolmasters for the teaching of a free Grammar School within the said Town of Chipping Campden by the said Feoffees or the Greater number of them such yearly Stipend and Salary for his pains as should be thought fit and meet by the said Feoffees or the greater part of them at the four most usual feasts or Terms in the year And to this further intent and purpose that the said Feoffees their Heirs and Assigns and the Heirs and Assigns of the survivors or survivor of them should yearly or at such time and time as should be thought fittest by the greater Number of the said Feoffees disburse and distribute the Overplus of the Rents Issues and profits of the premises as should be over and above the stipend or the Salary of the Schoolmaster or Schoolmasters for the time being towards the maintenance relief and succour and for the good and benefit of the Poor of the said Town of Chipping Campden and for necessary uses in and about the same School, School House, and Poor of Chipping Campden aforesaid as should be thought fittest by the greater number of the said Feoffees and to no other use intent

or purpose than formerly are expressed limited and appointed by this Indenture

And also that the said Schoolmaster or Schoolmasters of the said Free School of Campden aforesaid should for ever be nominate by the said Feoffees of the said Land for the time being or the greater number of them and should at the time of his or their nomination or Election have a Writing of his or their nomination or election to be Schoolmaster and Schoolmasters under the hands and seals of the said Feoffees for the time being or the greater number of them and the same to be under this condition: To be of good and civil conversation and diligently skilfully and discreetly to demean himself or themselves in his or their place or places and Office of Schoolmaster or Schoolmasters by the said Feoffees or the greater number of them And that the said Feoffees or the greater number of them should every year within fourteen days before or after the Feast of St Michael the Arch Angel and the annunciation of our Lady or more often as need should require in some convenient place in the said Town, meet together and examine the faults, offences negligences and misdemeanours of the said Schoolmaster or Schoolmasters And that the said Schoolmaster or Schoolmasters for the time being as often as the said Feoffees or the greater number of them should meet as aforesaid should if he or they should be thereunto required resign unto the said Feoffees all his and their right and interest which he or they

[page 14] should then have of in and to the said School and Office of Schoolmaster together with his or their Grant in Writing made to him or them thereof And that the said Feoffees or the greater Number of them should either remove him or them from the said Office of Schoolmaster or Schoolmasters and elect or place some other in the same place or places or otherwise upon such examination finding him or them well and sufficiently to do their duties and honestly demean him or themselves in his or their said places should continue him or them in the said as they the said Feoffees or the greater number of them in their discretion should think fit

Observations – Upon every vacancy of Schoolmaster by death or otherwise the Feoffees have constantly and regularly appointed one in his stead with an ample and adequate Salary according to the Charitable intention of the Donor.

The Children of the Inhabitants of the Hamlet of Berrington have, till lately partook of the Charity, and have been admitted into the School, in common with the boys of the Town, but the Masters have now refused the admission of such Boys alledging that the Charity was intended for the Education of the Boys of the Town only and not for the Boys of the Parishioners and inhabitants of the Parish at large

The Parents of the Boys who are Inhabitants of the said Hamlets of Westington and Broad Campden and consequently Parishioners of the said Parish of Campden having been informed that their Children are entitled to enjoy the benefits of so great and noble a Charity as well as the Boys of the Town of Campden, have frequently applied to the Schoolmaster for permission to send their children to be by them instructed and educated according (as they humbly conceive) to the good Will and intention of the Donor, by whom the School was instituted, but they have always been refused admittance

(page 15) for the reasons before mentioned - “not living within the Town of Campden”

The School is sufficiently large to contain the whole of the boys of the said Parish and the Salaries paid to the Masters are in the judgment of the Feoffees fully adequate to the purposes intended, that of instructing the Boys of the whole Parish

The Rents and profits of the Estates, vested in the Feoffees for this Charitable purpose, are more than sufficient to pay the Masters Salaries, the Expences of the repairs of the Buildings and other incidental expences, leaving annually a balance in the hands of the Treasurer, to be applied by the Feoffees for the benefit of the Charity as they in their discretion shall from time to time think fit.

The Cause of the Objections of the Schoolmasters to the admission of the Boys of the Parishioners at large is apparent as it would prevent their taking a number of Boarders which are at this time considerably greater in number than the Boys upon the Foundation. Yet nevertheless the Masters receive their Salaries to the full extent as if the Boys of the whole Parish were committed to their care.

The principal Inhabitants of the Parish are extremely desirous that the Children of the Inhabitants of the Parish at large should enjoy the benefit of the Charity, and in which desire the Feoffees give their hearty concurrence

Your opinion is therefore respectfully requested Whether, under the circumstances above stated, the allegations in the Bill with reference to the original Feoffment made by Mr Varby, and the Decree made in consequence, and attending to the words, Parish, Parishioners, and Inhabitants of the Parish so frequently used, it does not plainly appear that the Donor’s good intentions of establishing the School, were

[page 16] extended for the benefit of the Boys of the Parish at large, and not confined to the Boys of the Town only ? (sic) And

Whether the Feoffees cannot insist upon the Boys of the Parishioners and Inhabitants being admitted into the School, and in case of the Masters refusal to receive them,

Whether the Feoffees cannot remove the Masters or direct their salaries to be suspended?

As the taking of Boarders does not seem warranted by the Founder of the institution, and is most assuredly prejudicial to the Education of the Boys of the Town, and Parish, and as the Schoolmasters assume a right to take as many Boarders as they think fit, can they justify taking an unlimitted number or indeed any number without the consent and approbation of the Feoffees or the greater number of them ?

This appears to me a Case of considerable Doubt. The Loss of the original Deed by which the Charity was established, involves the Question in much obscurity as to the description of Boys, who have a right to claim gratuitous Instruction in this School. The Words Parish Parishioners & Inhabitants of the Parish refer'd to in the Question, are capable of Explanation even supposing the right confined to the Inhabitants of the Town of Campden. They are Parishioners of the Parish of Campden, and the surplus Rents are at all Events applicable to the Poor of the Parish at large. These words two occur only in the Statement of the Bill, which cannot be used in Evidence. The Decree is silent on the point The Feoffment made in consequence of it on the 24th Sept. 1627 contains no such Expressions, but is rather worded in a way favourable to the limited right. The Trust being declared to be for the only benefit of the School and Poor of the Town of Chipping Campden John Varby the Founder was born near the Town of Camden – The School was built in the town of Campden. I see nothing therefore to favour the right of the Parish at large, except the Usage which is stated to have prevailed in favour of the Hamlet of Berrington. The effect of this Usage would depend much upon a careful examination of the duration of it, and the Circumstances attending it. I doubt however whr It will be deemed of sufficient Weight to establish the right of the Parish at large and the Question appears to me too doubtful to venture to advise incurring the risque of a tedious & expensive Litigation on the subject or to expel or remove the Master for his Opinion in favour of the limited right

As to the Taking of Boarders, I think it is only when it interferes with the object of the Foundation, and tends to exclude the Boys who have a right to be gratuitously instructed by the Masters. Such Boys have the primary right, & must be first attended to. If consistently with their Instruction, the Master can also take in and instruct Foreigners, I think He may innocently do so, but he must not take in Boys of this description in such numbers as to

prevent or interfere with the instruction of these for whom the School was founded

Thos Plumer
Lin: Inn 18 Oct 1811

([Wikipedia](#)) **Sir John Walter** (1566 – 17 November 1630) was an English judge and Member of Parliament.

Walter was educated at Brasenose College, Oxford and the Inner Temple. He was called to the bar in 1590 and became a bencher of his inn in 1605. He practised in the Exchequer and Chancery courts, becoming counsel to Oxford University, and in 1613 was appointed attorney general and trustee to the Prince of Wales. He was knighted in 1619, and in 1621 was elected to Parliament as member for East Looe. In 1625 he was appointed Chief Baron of the court of the Exchequer. Having opposed Charles I over the law of treason, in 1630 he was ordered not to sit again as a judge. He married, firstly, Margaret Offley, daughter of William Offley, and they had two children:

- Sir William Walter, 1st Baronet (c. 1604-1675)
- Elizabeth Walter (1613-1701), who married Sir Francis Burdett.

After the death of his first wife he was remarried, in 1622, to Anne Witham, daughter of William Witham. He died on 17 November 1630 and was buried at Wolvercote in Oxfordshire.