

CHAPTER XV

THE CHARITIES OF MILTON

THE oldest of our Milton charities are the two officially known as the "Town and Poor's Estate," which since 1805 have been included in one Trust Deed. The Town Estate, by which is meant the Church Estate, represents two gifts of lands and houses, with various other small bequests, for the use of Milton Church. The Poor's Estate represents bequests of money made at different times, the interest of which was for the use of the poor, which money seems to have been invested eventually in land.

The story of the Town Estate, the two gifts to our church, as presented in the remarkable series of deeds now preserved in the Church Chest, is most interesting and instructive, because it shows us how it was possible for charities to be misapplied both deliberately and unintentionally. Deliberately, as was done in Tudor times by entirely alienating the Church properties; unintentionally, when the deeds were temporarily missing about 1800, so that upon the appointment of new trustees the exact nature of the Trusts could not possibly be known, and a part of the Church property (the Poor's Cottages) was mistakenly assigned to the Poor's Estate.

From the early part of last century, when the Town and Poor's Estates were first included in one Trust Deed, there seem to have been but hazy ideas as to the purpose of the church property. Even the "Parliamentary Report concerning Charities," dated January 30th, 1830, I found misleading. Of the Town Estate, otherwise the Church Estate, it says (pages 381-383): "This estate appears to have been vested in feoffees in the time of King Henry 7th. for the public use and benefit of the parishioners. . . . The Churchwardens receive the rent, and apply it in payment of the general charges incidental to their office, conformably to long usage." All of which is hopelessly incorrect as will be seen from the translations of the deeds printed on pages 251-3.

In dealing with the Town and Poor's Estate, we will begin with that portion called

THE TOWN ESTATE

(OTHERWISE THE CHURCH ESTATE).

This consists of two separate gifts. The earlier one is commonly called that of Thomas Rage, but from the deed, which I have fully translated, it would seem that it was originally given by one John Smyth. Thomas Rage, in 1507, granted to certain feoffees one toft and seven acres of land in Milton for the use of Milton Church. This "toft" (for the meaning of which see page 173) is now known as the Church Cottages.

The other gift is that of Robert Park, clerk, who when he lived at Coton bought, in 1506, a cottage with a barn, orchard and close in Milton,

which he afterwards gave to Milton Church in 1517 when he was Vicar of Duston. This cottage is now divided into two and is known as the Poor's Cottages.

Two of the old deeds that are in English are given in full owing to their interesting description of the place and a hint as to the life of those days. The other deeds, up to the eighteenth century, are in abbreviated Latin, and as they are all couched in the same legal phraseology, one deed, only, of each gift is translated fully ; of the others, only the Latin of the essential portions, with a translation, is given verbatim.

The first of the deeds, written in English and marked No. 1, is the earliest of the series and is the indenture of a bargain and sale to Robert Park of a cottage, etc. (the Poor's Cottages).

Deed No. 1. June 19th, 1506 :

This indenture made the xix day of June the xxj yere of the Reigne of King Henry the vijth betwene John Whalley of Grafton in the County of Norhampton, yeman & Julian his Wyfe one of the daughters & coheres of Willm Hobson of Wotton in the County of Norht. now decessid John ffosbery of the same Town of Woton & Alice his Wyfe A nother of the daughters & coheres of the seid Willm Hobson And Symon Hobson of the forseid Wotton on the one partie And Robt Park of Coton Clerk on that other partie Witnessith that the seide John Whalley & Julian John ffosbery & Alice and Simon Hobson hath graunted Bargeynynd & solde & by thise presentes grauntith bargeynyth & sellyth to the seide Robt. Park A Cottage Wt. A barne An Orchard & A close Callid Shermans

place to gedur byn set & lying in the Town of Milton in the County of Norht. A foreseide Betwene the londe of the heres of Robt. Tanfeld on the Est side & the lond of Isabell Ayleward on the West side And the hie way on the south side And a lyttyll broke callid Stokwell on the North side which somtyme have byn Alice Larons wedow To have & to holde the seide Cotage W^t barne Orchard & close W^t thappurten'nce to the seide Robt. Park his heres & Assignes for evyr for the sume of V marks¹ sterling of the which seid sume of V marks the seide John Whalley & Julian John ffosbery & Alice & Simon Hobson knowlegeth them self to be fully content & paide the day of the making of these indentures. And the seide Robt his heres & executours therof to quyte & dischargid by these pr'sentes And the seide John Whalley & Julian John ffosbery & Alice & Simon Hobson Covenantith & grauntith to the seide Robt. Park by these pr'sentes that thei shall make or cause to be made to the seide Robt. Park or to such as he shall name a suer and sufficient estate in the lawe of & in the forseide Cotage & other the pr'miss's And do & suffre to be don' All suertes to be made & hadde in the lawe to & for the use of the seide Robt. Park his heres & Assign' in the pr'misses As shall be Advised by the lernyd counsell of the seid Robt. Park by feoffament fyne relees recou'e² Warrantie or otherwise at such tyme or tymys here aft' As the seide Robt or his heres shall desire or requere it of the seide John Whalley & Julian John ffosbery & Alice & Simon Hobson or of any of them At the Costis & Chargis of the seide Robt And the seide John Whalley & Julian John ffosbery & Alice & Simon Hobson Covenantith &

¹ The mark was worth 13s. 4d.

² Recovery.

grauntith to the seide Robt. Park by thise pr'sentes that thei shall delyv' or cause to be delyvyrd to the seide Robt. Park or his assignes all man'r of evydence escripts & munimentts that thei or any other to their use hath only concernyng the seide Cotage & other the pr'misses by the ffeest of Seynt Jame Thappossall¹ next After the date of thise pr'sentes. In Witnesse wher'of the p'rties Aforesaide to theise Indentures her seallis enterchanngeably have sett youyn² the day & yere above wreten.

The other English deed, or, rather, deeds because it is in duplicate, is a lease of Thomas Rage's toft, now the Church Cottages.

Deeds No. 6 and No. 7. July 12th, 1517 :

This indenture made the xij day of July the ixth yere of the Reygne of Kyng Henry the vijth Between John Carter, Clark, Thomas Rage of Middilton Malsore in the County of Northt', John Cowper of the same Willm Harbert of the same Richard Stewynson of Mich' Houghton, Nicholas Billyng of the forseid Middilton, Harry Brafelde otherwise called Davy of the same Willm. Meriett otherwise callid Cutt of the same & Larons Rote of the same Coofeffers of certayne londs of Thomas Rage to the use of the same Thomas Rage And to the Church of the forseid Middyton on the one partie And Richard Hut of Blysworth on the other partie Wytnessith that the seide Coofeffers hath dimysid betakyn granntid & to fferme lett to the fforseid Richard Hutt A Tenement wt a horsmylle & a close to the same perteynyng togedir as they byn sett in the Town of the forseid Middyton, lately in the tenure of Robt.

¹ The Feast of St. James the Apostle, July 25th.

² Given.

Wodeford To have & to holde All the seyde Tenement wt the seide mille & close & other thappurtenn'ce of the seide Coofeffers & their successors to the seide Richard Hutt & to his Assignes ffrom the feste of Seynt mighell tharchanngell¹ nexte after the date of this presentes unto the ende of the terme of xxj yeres then next folowyng & fully to be complete yeldyng & paying therfor yerely to the seide Coofeffers or to their Assignes xiis of gode & lawfull money of England At ij termys in the yer that is to say At the ffests of the Ann'nciat'ion of our Lady Mary Virgyn & Seynt mighell tharchanngell by evyn porc'ons And yf yt fortune ye seide Rent of xij.s. to be behynde unpaide in parte or in all by the space of a monyth ovyr or after any terme of payment in any yere in the which hit owyth to be paide yf it be askid, then shall hit be lawfull to the seide Coofeffers & to their Assignes in to the seid tenement mille & close and in to eny p'rcell of them to enter & distrayne & the distressis so takyn leeffully for to beer lede dryve chase & cary A Way & theym to W'tholde un to the seide Rent w't tharreragis of them to them be fully satisfied & paid And yf it fortune the seide Rent of xij.s. to be behynde unpaide in p'rte or in all by the space of a quarter of a yere on or after any terme of payment in any yere in the which hit owyth to be paide yf it be asked & not paide, Then shall hit be leefful to the seide Coofeffers & to their Assignes in to the seide Tenement mille & close wt. their appurtenn'ces & in to eny p'rte & p'recll of the same hoolly to reentir & hit to have ageyne retayne & possede as in their primer astate & the seide Richard Hut & his Assignes thereof hoolly to put oute & amove

¹ St. Michael the Archangel.

this p'rsent leese than in to the contrary in any wise not wt standyng. And the seide Richard Hutt & his Assignes shall make alman'r of the rep'cons¹ as well of the seide Tenement as of the hors mille as ofte as nede shall requere wt'in the seide terme & at the ende of the seide terme of xxj yere Well & sufficiently repayred shall leve. Which tenement & mille the seide Richard Hut byndith hym by thise pr'sentes trully to observe and kepe by hym & his servantts iij dayes in eny weke yt is to sey monday Wednysday & friday to serve the seide Town of middilton. And All the seide Town of middelton pr'mysith & granntith to grynde at the seide mille before any other as long as they may be as well servyd there as thei can be in any other place by thise pr'sentes ffor the which co'nantts, rentts rep'cons above specified wele & trully to be p'rformyd & kept on the p'rtie of the seide Richard Hutt. The same Richard Hutt Thomas Stacy of Blisworth husbandman and Richard Dowse of the same Byndith them their heires & their Executours in XLs. sterling to the seide Coofeffers above expr'ssid. In Witnesse wherof the p'rties Aforeseide to thise Indenturis their Sealis entirchangeably have sett youyn² the day & yere above seide ∴ / which rent the one half therof to remayne to Joh'ne Hykkis of london for terme of her lyfe & after her deceste the seyde rent to remayne to the Church of middilton for ev'r."

The Latin deeds are now taken. Nos. 2 and 3 are connected with the English deed No. 1 and complete the sale. In No. 2, June 19th, 1506, John Whalley and others appoint Thomas Standiland of Northampton their attorney to

¹ All manner of reparations = repairs. ² Given.

deliver possession of the Cottage, etc., to Robert Park. In No. 3, June 23rd, 1506, John Whalley and others release the same premises to Robert Park.

No. 4A is a beautifully written Latin deed dated September 17th, 1507, by which Thomas Rage gives the toft (the Church Cottages) and land for the use of the Church of Milton, and No. 4B is a Latin deed dated July 2nd, 1517, by which Robert Park gives the cottage (the Poor's Cottages) with orchard, etc., for the use of the same church. These are herewith fully translated. The Latin of No. 4A is given on p. 291.

Deed No. 4A. Know, present and future, that I, Thomas Rage of Middelton near Colyntre in the county of Northampton have given, granted and by this my present deed, confirmed to John Roberds, clerk, parson of the church of Colyntre aforesaid, John Alyson parson of the church of Middelton aforesaid, William Pegge, gentylman, Robert Stephenson, Lawrence Davies, Thomas Basse, John Cowper, Lawrence Rote and Richard Stevenson one Toft & Seven acres of land with appurtenances in Colyntre & Middelton in the county aforesaid, which late I had to me, my heirs & assigns by the gift & feoffment of Richard Cowper & William Lynge, late of Middelton aforesaid & which Toft & land the aforesaid Richard & William Lynge formerly had to them & their heirs by the gift & feoffment of John Smyth, to have & to hold the aforesaid Toft & land with the appurtenances, to the aforesaid John Roberds, John Alyson, William Pegge, Robert, Lawrence Davies, Thomas, John Cowper, Lawrence Rote & Richard Stevynson, their heirs and assigns to the use & intention

that the same John Roberts & his co-feoffees aforesaid & their heirs & assigns permit the churchwardens of the parish church of Middelton aforesaid & their successors for the time being yearly for ever to take the issues & profits of the same lands & tenements with the appurtenances so that they may dispose & expend them yearly for the needs & use of the aforesaid church of Middelton (Latin : *circa necessaria & utilitatem pr'd'c'e' Eccl'ie' de Middelton'*) & thereof render a faithful account to the Rector of the same church of Middelton & the parishioners of that church for the time being yearly for ever. Know further that I, the aforesaid Thomas, constitute as my attorney & put in my place my beloved in Christ, John Davy & William Smyth, my true & lawful attorneys together & singly to enter by way & in my name in all the aforesaid lands, tenements & other premises with the appurtenances & seisin & possession thereof by way & in my name to take & after such ingress & seisin & possession thus by way & in my name taken & had to deliver thereof by way & in my name full & peaceful seisin & possession to the aforesaid John Roberds, John Alyson, William Pegge, Robert, Lawrence Davies, Thomas, John Cowper, Lawrence Rote & Richard Stevynson according to the force, form, use & effect of my present deed. In testimony of which thing to this my present deed I have placed my seal. Given the seventeenth day of September in the twenty-second year of the reign of King Henry, after the Conquest the seventh.

Deed 4B. Know, present & future, that I, Robert Park, vicar of the parish church of Duston, give, grant and by this my present deed

confirm to John Carter, clerk, Thomas Rage of Middilton Malsor in the County of Northampton, John Cowper of the same, William Harberd of the same, Richard Stevynson of Great Houghton, Nicholas Byllyng of Middilton aforesaid Henry Brafelde alias Henry Davy of the same, William Meriett alias Cutt of the same & Lawrence Rote of the same, all & singular my lands & tenements with meadows, feedings, pastures & their appurtenances in the town and field of Middilton aforesaid. Which late I had by the gift, grant and deed of confirmation of Simon Hobson of Wotton John ffosbery of the same & John Whalley of Grafton, as in his deed of fee simple thereof made to me, more fully appears, to have & to hold all & singular the aforesaid lands & tenements with meadows, feedings, pastures & their appurtenances as was related to the aforesaid John Carter, Thomas Rage, John Cowper, William Harberd, Richard Stevynson, Nicholas Billyng, Henry Brafelde, otherwise called Henry Davy, William Meriett otherwise called William Cutt & Lawrence Rote their heirs & assigns to the use of the church of Middilton aforesaid for ever, of the chief lords of that fee for the services thereof due & of right accustomed. (Latin : *Ad usu' Eccl'ie de Middilton' p'rdict' in p'rp'tu' De capit' lib's D'm's feod' ill' p'r servit' inde debit' & de jur' consuet'.*) And I, indeed, the aforesaid Robert Park & my heirs, all & singular the aforesaid lands & tenements with meadows, feedings, pastures & their appurtenances as is abovesaid to the aforesaid John Carter, Thomas Rage, John Cowper, William Harberd, Richard Stevynson, Nicholas Billyng, Henry Brafelde otherwise called Henry Davy, William Meriett otherwise called William Cutt & Lawrence Rote their heirs & assigns, to the use of the Church of

Middilton aforesaid against all people have warranted & for ever defend. In testimony of which thing to this my present deed I have placed my seal. Given in the Feast of the Visitation¹ of the Blessed Virgin Mary in the eighth year of the reign of King Henry, the eighth after the Conquest, these being witnesses Robert Stevynson of Middilton aforesaid, John Miryett otherwise called Cutt, John Byllyng, John Larons, Lawrence Brafelde otherwise called Davy, Thomas Stevynson, Nicholas Craswell of the same & many others.

Deed No. 5, dated July 10th, 1517, is a completion of 4B. In this Robert Park releases to John Carter, Thomas Rage and the others, and quits claim in the cottage and lands in Milton.

Nos. 6 and 7 have been dealt with above. From now on the deeds of the two properties run in pairs bearing the same date and the same persons being the feoffees or trustees.

No. 8 (Church cottages & land, Thos. Rage's gift) and No. 9 (Poor's cottages with orchard, etc., Robert Park's gift), are dated November 1st, 1547, in the first year of Edward VIth. In No. 8, Robert Stephensen and Lawrence Rote, and in No. 9 John Carter, clerk, and Lawrence Rote, grant the respective properties to new trustees, who are : Thomas Houghton, junior, Willm. Leke, Willm. Garnett, Thomas Byllyng son of Willm. Byllyng, Thos. Rote, Thos. Leke, Stephen Gilbards, Richard Stevenson, Willm. Elwards senr., John Smythe junr., Edward Miles son of Lawrence Miles, John Idell and

¹ July 2nd.

Richard Garnett. It comes as a shock to find that the survivors of the old trustees handed over the two properties to their successors not "for the use of the church of Milton," but, in both deeds, "*circa necessaria et utilitatem ville de Middelton predicte tam pro relevio pauperi ibidem quam pro emendacione viarum regiarum circa eadem aut pro solucione unius quindecim domini Regis aliquo tempore futur' prout eis inclin' videbitur & inde fidelem computum reddant Rectori &c.*," which means: "for the needs and use of the town of Middelton aforesaid as well for the relief of the poor there as for the mending of the King's highways about the same or for the payment of the one-fifteenth¹ of our lord the King any time in the future as they can see fit and thereof render a faithful account to the Rector &c."

On the principle, I presume, that "the King can do no wrong," these good people of Milton, one of whom I am sorry to see was John Carter, the curate, followed the Royal example and despoiled the church. Two of the objects to which the trust monies were diverted were good, for it was felt to be a pious duty to repair the roads as well as to relieve the poor, but the third object, the paying of the tax, saved their pockets at the expense of the church.

No. 10 (Park's gift, the Poor's cottages) and No. 11 (Rage's gift, the Church cottages, &c), are dated February 1st, 1598, in the 41st year

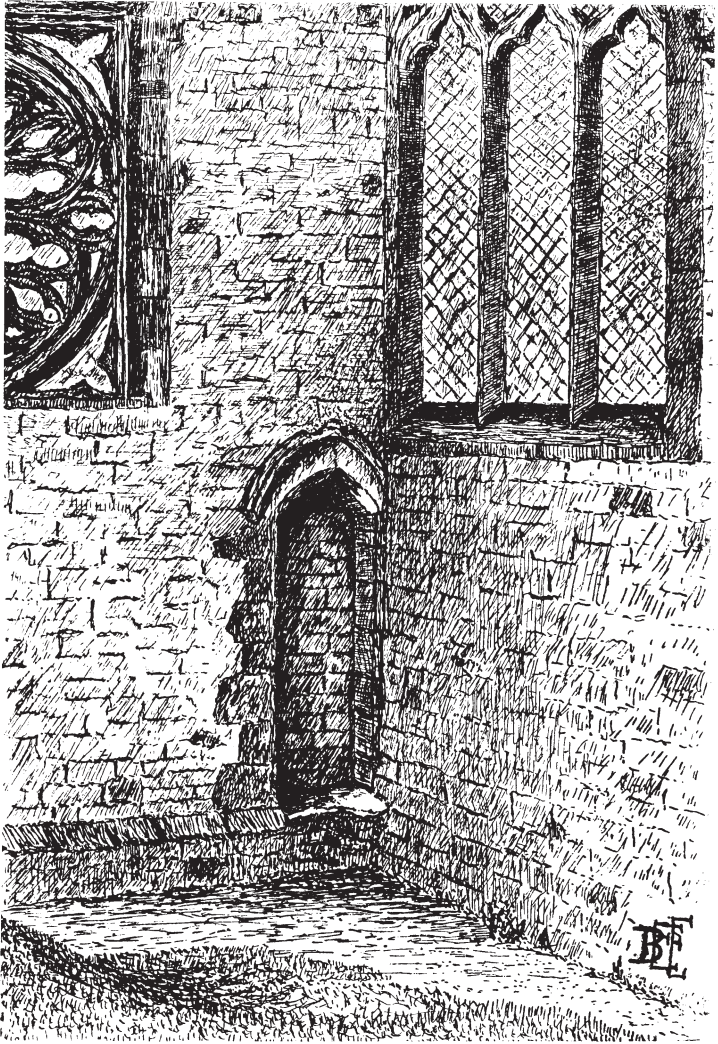
¹ This was a tax, such as a hearth tax, levied at times by the King. See page 284. Archdeacon Sponne, Rector of Towcester, gave to that town the "Talbot Inn" for the payment of the fifteenths tax, or for paving the streets.

of Elizabeth. The surviving trustees, Thos. Roote, John Smyth and John Idle, grant the properties to Guy Idle, John Roote son of Thos. Roote, Edwd. Smyth son of John Smyth, Steven Southam, James Dunckley senr., John Stevensonne, Richd. Stevenson son of John Stevenson, Thos. Pell junr., Thos. Leeke, George Norman, Gideon Dunckley, Wm. Ecton and John Johnson junr., "for the needs and use of the town of Milton alias Middleton Malsor," for the poor, the repair of the roads and payment of the one-fifteenth tax, as in Nos. 8 and 9.

No. 12 (Rage's gift) and No. 13 (Park's gift) are dated May 26th, 1622, in the 20th year of James I. Richard Stevenson, Thos. Pell and George Norman grant the properties to Wm. Dry, James Palmer, Robt. Johnson, Thos. Johnson, Wm. Wells, Wm. Pell, Robt. Dunckley senr., Robt. Dunckley junr., Peter Langford, Wm. Wright and Thos. Roote "for the needs and use of the parish church of Milton." After being alienated for nearly seventy-five years, both properties were now restored to the church.

No. 14 (Park's gift) and No. 15 (Rage's) are dated April 13th, 1659, during the Commonwealth. Wm. Wells, P. Langford and Thos. Roote grant the properties to Edmund Gleed, Edwd. Dry, Thos. Dunckley, husbandman, John Pell senr., Thos. Palmer, Thos. Billinge, Richd. Brounsurd, Richd. Wright, Valentine Miles, Thos. Wells and John Palmer "for the needs and use of the parish church of Milton."

No. 16 (Park's gift) and No. 17 (Rage's gift)



PRIEST'S DOOR, MILTON CHURCH.

are dated April 10th, 1701, in the reign of William III. Edwd. Dry, John Palmer and Richd. Wright grant the properties to Wm. Samwell, Richd. Gleed, Robt. Dunkley, Stephen Miles, Nicholas Langford, Sampson Palmer, James Caswell, James Palmer, John Pell and Richd. Wells, "for the needs and use of the parish church of Milton."

No. 18 (Rage's gift) is dated June 21st, 1724. The companion deed for Park's gift is missing. Nicholas Langford and James Palmer grant Rage's Toft and land to Richd. Dodwell, Edwd. Price, John Palmer, Valentine Wells, Joseph Gaffield senr., Joseph Gaffield junr., Thos. Langford senr., Thos. Langford junr., John Elliott, James Caswell junr., James Palmer junr., Henry Watts, Richd. Estall, Wm. Wells and Sampson Palmer, "ad utilitatem et commodum"—"for the use and benefit"—of the church of Milton.

The deeds granting the properties to the successors of the feoffees mentioned in No. 18 are missing. Our next document in point of time is the Enclosure Award, which deals with Park's gift and Rage's gift, both of which were included in the Church Estate. It must be borne in mind that there were, of course, other properties belonging to the church besides these two gifts. The Award runs :

"Unto and for the said Edward Montgomery, John Allen, Francis Gibbs, Fisher Clark, Robert Dunkley, Aaron Thomas, William Clarke the younger, Thomas Palmer, John Perrin and Thomas Gibbs, Trustees of a certain estate

lying within the parish of Milton otherwise Middleton Malsor aforesaid called Milton Church Lands and their successors Trustees for the Time being All that one Plot or parcel of Land or Ground within the parish of Milton (etc.) containing Seventeen Acres, One Rood and Five Perches. . . . Which said allotment to the said Trustees of Milton Church Lands is in lieu of and adjudged and determined by the said Commissioners to be a just and proportionable Compensation and Satisfaction for their two Cottage Commons and several odd Lands lying in Milton (etc.).

Also allotted 1 Acre 20 perches in exchange for Milton Church Close containing 2 Roods 22 perches.

Also allotted 1 Rood 28 perches in exchange for Town Close containing 1 Rood 5 perches.

Also allotted 16 perches in exchange for part of a certain garden containing 10 perches.

Also allotted 9 perches in exchange for part of Milton Church Close containing 5 perches.”

We see from the Award that in 1780 both tenements, now known as the Church Cottages and the Poor's Cottages, were recognised as part of the Church Estate because two cottage commons were allotted. In the above are included the closes and other lands in Park's and Rage's gifts.

At the same time the Commissioners allotted land for the Poor in exchange for several odd plots belonging to the Trustees :

“ And the said Commissioners Have set out divided assigned and allotted and by these presents Do set out divide assign allot award and confirm unto and for the Trustees for the

Poor of the parish of Milton otherwise Middleton Malzor aforesaid and their Successors Trustees for the Time being All that one plot or parcel of Land or Ground

1 Acre 3 Roods 17 perches

which said allotment to the said Trustees for Milton Poor is in lieu of and adjudged and determined by the said Commissioners to be a just and proportionable compensation and satisfaction for their several odd lands in Milton (etc.) and all the Lands Grounds Interest rights of common and other rights and properties of the said Trustees for Milton Poor within the said Open and Common Fields pastures meadows and other commonable Lands and Grounds of the said Act directed to be divided allotted and inclosed as aforesaid."

The Poor's allotment under the Award had to appear here, because from now on the two gifts of Robert Park and Thomas Rage with the addition of another distinct property, the Poor's Estate, are all included in one deed. This grouping of several trusts held by the same feoffees was bound to lead to confusion, as we shall see, for in course of time the present Poor's Field was regarded as forming part of the same estate as the Poor's Cottages, just as if it had originally been Park's gift. The origin of the Poor's Estate will be dealt with further on.

Our next deed, No. 19, is dated November 18th, 1805, and is in English. In it, Robert Dunkley, one of the trustees mentioned in the Award, recites that he is the surviving trustee of certain lands and tenements. He grants them to Joseph Dent and John Dent, gentlemen :

“ all and every the Messauges, Cottages, Closes, Lands, Tenements and Hereditaments whatsoever and wheresoever of which the said Robert Dunkley is the surviving Trustee as aforesaid or which now stand limited to or vested in him for the Use of the poor of the parish of Milton, otherwise Middleton Malsor, aforesaid, or for the Use of the Church of Milton otherwise etc. or any ways relating to the said poor and Church of Milton . . . to the Use of the said John Dent and Joseph Dent their heirs and assigns upon the several Trusts nevertheless and to and for the several Intents and purposes and under and subject to the several provisoes conditions and agreements as and for which the same premises now stand limited or did stand limited before the execution of these presents and to be by them conveyed and assured accordingly.”

The above description of the three properties is of the vaguest and too much is left to a personal knowledge of local affairs, but it is probable the original deeds were mislaid as will be seen from the next document.

On May 5th, 1824, Mr. Joseph Dent and Mr. John Dent appoint ten other trustees to act with them: the Rev. —— Miller, Rector of Milton, the Rev. Francis Montgomery, Clerk, Wm. Montgomery, Esq., Joseph Gibbs, Butcher, Wm. Gibbs, Butcher, John Phipps, Baker, Hungerford Vowe, Esq., Hungerford Vowe the younger, of Northampton, gentleman, Thos. Marriott, Baker, and Wm. Marriott, farmer. The deed runs:

“ And Whereas the said Robert Dunkley is since dead and the Deeds, Evidences and

writings relating to or concerning the said Hereditaments and premises so granted and conveyed as aforesaid to the said Joseph Dent and John Dent their Heirs and Assigns In Trust for the use of the poor and of the Church of Milton otherwise Middleton Malsor aforesaid are by some inadvertent Means either lost or mislaid so that the nature of such Trusts cannot be herein specified and set forth &c.”

That section is interesting, as it explains the mistake made in the deed in defining the properties. The tenement now known as the Church Cottages (Rage's gift), with the Church Field of 18 acres 3 roods and 38 perches, or thereabouts, were set out as forming the Church Estate, while to the Poor's Field of 1 acre 3 roods and 17 perches was added part of Park's gift, now called the Poor's Cottages, to form the Poor's Estate. The Poor's Cottages were long known by that name, not because the tenement belonged to the Trustees for the Poor, but because only poor people were accepted as tenants by the church (see William Taylor's notes, page 160). As the deeds were mislaid, probably amongst the effects of one of the former trustees, since dead, the name Poor's Cottages would lead people to infer that they formed part of the Poor's Estate.

The last deed was executed on February 16th, 1875. Wm. Gibbs and Thos. Marriott vest the various properties in new trustees :

“ The Rev. John Brown, Rector, Pickering Phipps, Esq., Brewer, M.P., Geo. Osborn of Pattishall, Steward, Charles Norman Manning, farmer, Wm. Henry Phipps, farmer, James

Asplin, builder, Wm. Dunkley, general dealer, John Garrett the younger, farmer, Thos. Gaunt Marriott, farmer, Robt. Campion Westley, farmer, Thomas Jackman Elliott, Baker, and John Campion of Collingtree, farmer.”

It is interesting to note that the Church Cottages are thus described: “All that messuage Cottage or Tenement and premises with the appurtenances . . . sometime since converted into Four Messuages, Cottages or Tenements.”

The lost deeds of the two gifts of the Church Estate had come to light by now, but the deeds of the original Poor’s Estate were, and are, still missing. I presume therefore that as there were two estates and two separate sets of deeds it was thought that the deeds of Park’s gift were those of the Poor’s Estate. Hence the mistake made on May 5th, 1824, was not rectified and the Poor’s Cottages, Park’s gift to the church, were again set forth as forming part of the Poor’s Estate. Doubtless the abbreviated Latin of the ancient deeds proved a stumbling block. In the church chest is the following, written in a good legal hand, which purports to be a translation of the clause in Deed No. 9, defining the objects of Park’s gift :

“ To the use & intent that the sd. Feoffees & their Heirs shd. dispose of the annual Rents arising from the same Lands & Premises—to the Relief of the necessitous Poor of Middleton aforesaid who should be poor and needy and for the amendment of the Highways as the Rector of Middleton for the time being for ever should

direct and to apply the residue to the repair of Middleton Church yearly for ever.”

This translation is merely a wild flight of fancy. However, the deeds were evidently sent by Dr. Miller, the Rector, to learned Counsel in London, who returned correct abstracts. The matter seems to have been allowed to remain as it was, for there was the question of the Poor's Estate. There were no deeds for this, and if it was not Park's gift how then did it come into being? We will now seek an answer to that by tracing the origin of

THE POOR'S ESTATE.

Early Wills of Milton people show us that sums of money were left to be distributed to the poor after the death of the testator, but it is not until the seventeenth century that we find anything given in trust for the poor of Milton. The first bequest of this kind of any permanence occurs in the Will of Thomas Barker, of Milton, husbandman, January 25th, 1619.

“Item. I geve and bequeath to the use of the poore people of Milton aforesd the sume of fortie shillings of lawfull English money for ev'r: To be put forth w'thin one yeare next after my decease to the benefit of the sd poore people at the discretion of the mynister and churchwardens for the tyme then beinge: And the use thereof to be pd in yearly at the accomte in Easter wicke, and divided presently amonge the sd poore at ye discretion of ye a'sd¹ mynister & churchwardens from yeare to yeare, and so to remayne for ev'r: And my will is that everie

¹ Aforesaid.

man, or woman, that shall and will borrowe any part or p'rcell of the sd ffortie shillings before geven & bequeathed shall have & bringe in at the sd Accomte one sufficient inhabitant of the sd towne of Milton, then and there to be bound, or to geve his word to the sd mynister and churchwardens openly for the true payem't of the sd money so borrowed and also for the use thereof. And the same to be recorded in a booke for the same purpose, And to be kept by the sd mynister and churchwardens from yeare to yeare for ev'r. And my will is that a true noate be made of this sd legasie w'ch I have geven for the benefitt of the sd poore people of Milton: And the same to be delyvred fayre written to the sd mynister & churchwardens to be recorded in the begynninge of the sd booke wherein the money so lent forth shall be recorded. And the same noate to be read yearly by the sd mynister at the Accomte that the same maye be the better kept in memorie for ev'r.

Witness : Sapcoates Harrington, Tobie Prestland his mark, & Thomas Maio, Clarke."

This bequest explains an old Bond preserved in the parish chest. By this, Richard Brownsword stood security, to the extent of £4, for the repayment on the following Easter Monday of the £2 lent to some borrower (presumably Richard Walden), and 2s. 4d. interest. The Bond is given herewith :

" Know all men by these pr'sents yt: I Richard Brownsurd of Stoke golden in ye: County of Buckingham, Yeoman, am held & fimly bound, unto ffrancis Atterbury of Milt'n al's Middleto' Maluazor, Clerke, & Thomas

Billinge & John Palmer of ye sayd Milto' Churchwardens for ye: year beinge, in the summe of ffowre pounds of good & lawfull mony of England to be payd to ye sayde ffrancis Atterbury, Thomas Billinge, & John Palmer, or to eyther of them, their Certeine attorney or Assignes; To w'ch payment well and truly to be made, I binde my selfe, myne Executors and Assignes firmly by these pr'sents; Sealed with my Seale dated the 25th: day of Aprill in ye yeere of o'r Lord, one thousand sixe hundred and sixtye.

The Condition of yis: Obligation is such, yt: if ye: above bound Richard Brounsurd, his heyres, executors, Administrators, or Assignes, or any of them, doe well & truly pay, unto ffrancis Atterbury, Thomas Billinge & John Palmer, or eyther of them, their successors or Assignes, at or in ye: Parish Church of Milton aforesayd, the sum'e of two pounds two shillings, & fowre pence of good, & lawfull mony of England, one munday in Easter weeke, (being the usual County-day¹ for ye: Officers of ye sayd Milt'n) next ensueing ye date above written, without any Couen,² or fraud, yt: then this pr'sent Obliga'on to be voide, & of none effecte, or else it to stand, & remaine in full force & vertue.

RICHARD BROWNSWORD.

Signed, Sealed & delivered

in ye pr'sence of

The mark of

MARGERY PALMER.

RICHARD (R) WALDEN."

The next bequest is that of "Stephen Miles of Milton, al's Middleton Maluazor, Yeoman," September 7th, 1649:

¹ The day for rendering the yearly accounts.

² *Couen*, from "Covine," intrigue, false pretence. Akin to Cowan, which would therefore mean a masquerader.

“ Item. I give to the poore of Milton ffive pounds, wch sayd ffive pounds my will is shall be paid within one yeere after my decease, into ye hands of the minister and churchwardens then being, to be putt out uppon good security, and the consideration thereof, every county day, to be distributed by ye sayd minister, & churchwardens, to those that have most need :

Item. I give to ye poore of Hardingstone three pounds to be payd and disposed of for time and manner as the before mentyoned ffive pounds bequeathed to ye poore of Milton.”

This last item gives us part, at least, of the reason why the Trustees for the Hardingstone poor should have had, until lately, a field in Milton. The bequest was to be disposed of and administered in the same manner as that for the Milton poor, that is, I presume, by the Rector and Churchwardens of Milton. Therefore, if they invested it in land, as they probably did eventually, it would naturally be near at hand in Milton.

The term “ county day ” is explained in Richard Brownsword’s Bond, given before.

Our next bequest is that by John Palmer, Yeoman, of Milton, on June 1st, 1704.

“ I give ye sume of fortie shillings to ye poore of Milton and for ye minister and ye churchwardens to put it out and improve it, and for ye minister and ye churchwardens of Milton for ye time being to pay ye use of it yearely and every yeare to ye poore of Milton one Easter Tuesday to such poore as may have need.”

The last is a bequest by John Pell, Yeoman, of Milton, November 23rd, 1720.

“ Item. I give and bequeath to the poor of Milton aforesaid the sum of Ten Pounds of lawfull money of Great Britain to be paid by my Executrix hereinafter named into the hands of the Churchwardens and Overseers of the poore of Milton aforesaid for them to set to use & the Interest that shall arise from the same Shall be divided amongst the poore yearly on Easter Munday.”

We may safely conclude that it frequently happened there were no borrowers for these various sums, or, rather, no bondsmen willing to give security. Hence it was probably thought best, in the interests of the Milton poor, to purchase with the money, lying idle, some small enclosures. This, of course, is conjecture, but I am convinced that in these bequests we have the origin of the Milton Poor's Estate, which consisted of “ several odd lands ” up to 1780 when they were exchanged for the Poor's Field.

DODWELL'S CHARITY.

This was a charge of one shilling per week on a certain “ yard land,” which was redeemed on March 21st, 1917, by Edward M. Alexander, Esq., £104 Consolidated Stock being purchased instead. The bequest was made by Richard Dodwell, Barrister-at-Law and Lord of the Manor of Milton. Extracts from his Will (P.C.C. Plymouth 142, April 30th, 1726) relating to Milton are here given :

“ I desire to be buried in the parish church of Milton if I die near that place.

Item. I give fifty pounds to the Reverend Mr. Benjamin King of Northampton and to Mr.

Fletcher in trust that they shall erect a monument of that price in the parish church of Milton within one year after my decease. Item I give to the Minister and Churchwardens of the parish of Milton for the time being and to their Successors for ever one shilling weekly to be laid out in six two penny Loaves to be distributed every Sunday morning after divine service to such of the poor of the parish of Milton aforesaid as shall then and there attend the publick service of God in the said Church of Milton and for this I charge the yard land which I lately purchased of the Lord Guilford with the weekly payment of the one shilling aforesaid for ever which I will shall be distributed in the Chancell by the Minister and Churchwardens and their successors for ever.”

The Parliamentary Report, 1830, states :
 “ There are no documents to be found concerning this donation.”

On February 4th, 1898, a new scheme for the regulation of this Charity was issued by the Charity Commissioners, when the following body of Trustees was constituted :

One Ex-officio Trustee, to be the Rector of Milton for the time being.

Two Representative Trustees, to be appointed by the Parish Council of Milton.

One Representative Trustee, to be appointed by the owner for the time being (if of full age) of the land charged with the rent charge belonging to the Charity.

This bread charity is still distributed every week in church, but not in the chancel, the administrators being the Rector and Churchwardens.

GAFFIELD'S GIFTS.

Although this charity has long since ceased to exist it cannot be passed over without some reference to it. These gifts were three in number, one under the Will of Elizabeth Gaffield, dated July 4th, 1746, and two under the Will of her brother, Joseph Gaffield, dated July 24th, 1761.

Elizabeth Gaffield charged the half yard land she bequeathed to her brother Joseph, with the sum of 52s. to be paid yearly to the Rector and Churchwardens of Milton.

“ And I do hereby will order and desire that the Rector and Churchwardens with the aforesaid yearly sum of two and fifty shillings to sett six poor children to Schoole belonging to the aforesaid Parish of Milton otherwise Middleton Malsor to learne to read and to give two pence a week with each and to pay the Master once a quarter as they shall receive it. And my will further is and do hereby order and desire that so often as the Master of the said poor children shall make complaint of the misbehaviour of either of them or of their neglect not constantly coming to Schoole then my will is that the Rector and Churchwardens upon such complaint shall, in case they shall adjudge the same to be a just complaint, Discharge them from the benefitt of the Charity and put in such other poor children belonging to the Parish of Milton otherwise Middleton Malsor aforesaid as they shall think most proper to keep up the number of six poor children to Schoole.”

Joseph Gaffield charged the same land with another sum of 52s. to be paid yearly to the

Rector and Churchwardens, also for the purpose of setting six poor children to school. The wording is similar to Elizabeth Gaffield's bequest, but with two reservations :

“ Reserving a power for the Owner (of the land) . . . to make choice of two of the poore children which shall be set to Schoole out of this my Charity.”

In case of misbehaviour the children could be dismissed by the Rector and Churchwardens, “ first having the consent of the owner ” (of the land).

The Will continues for the next gift :

“ Also I give unto the Poore of Milton aforesaid the sum of Twenty Shillings to be paid them yearly and every year in Easter Week for ever hereafter out of the aforesaid Wright's half yard Land. And I charge the said half yard Land with the payment of the same and order the same to be distributed by the Rector and Churchwardens (etc.) and by the owners of the said Land . . . amongst such poor people as they shall think proper.”

According to the Parliamentary Report, 1830, one of the sums of 52s. had not been paid for some time, but a schoolmistress was paid for teaching eight poor children to read. The last payment of the other sums of 52s. and 20s. was made in 1858. The land had been sold by auction at the Greyhound Inn on June 11th, 1818, subject to these conditions. It was afterwards discovered that as the earliest of the Wills was dated 1746, these excellent bequests were rendered null and void by the Mortmain

Act, 9 Geo. III c. 36, previously passed in 1736. By this Act, all gifts by Will for charitable purposes were declared void, unless executed by deed in the presence of two witnesses twelve months before the death of the donor, and enrolled in Chancery.

UNDERWOOD'S CHARITY.

This is the New Year's Bread Charity, and the popular idea is that, according to the bequest, every person in Milton was to have a loaf of bread on New Year's Day "while the sun shone and the rivers ran." However, the following is the extract that affects Milton :

"Will of William Underwood, of Newport Pagnell, Bucks, gentleman; dated July 5th : 1793. (P.C.C. Walpole 142.)

"Also I give and bequeath unto the said George Cooch (of Newport Pagnell, gent.) and Richard White (of the same place, plumber & glazier) the sum of One hundred pounds of like lawfull money upon Trust and to the Intent that they or either of them do pay the same to the Minister and Churchwardens for the time being of Middleton Malsor otherwise Milton in the County of Northampton within six Months next after my decease upon special Trust and Confidence that they the said Minister and Churchwardens of Middleton Malsor otherwise Milton aforesaid for the time being and their successors do and shall put place out invest and continue at Interest in their joint names in the public funds or on parliamentary security and not on any real or other security whatsoever the said sum of one hundred pounds and do and shall from time to time for ever afterwards

receive the yearly interest dividends and produce of the said sum of one hundred pounds as the same shall accrue and lay the same out in the purchase of Bread and do and shall on the first day of January in every year for ever at the Parish Church of Middleton Malsor otherwise Milton aforesaid distribute such Bread unto and amongst such poor Inhabitants of the Parish of Middleton Malsor otherwise Milton aforesaid and in such manner as they the said Minister and Churchwardens for the time being and their successors shall in their discretion think proper."

" Proved in the Prerogative Court of Canterbury, Feb. 28th, 1798, by George Cooch and Richard White, the executors named in the will."

This sum of £100 was laid out in or about the year 1799 in the purchase of £184 15s. three per cent Consols. The original Trustees seem to have been : Richard Froane, John Caswell and Joseph Sharpe. They were succeeded as follows :

1829, March 3rd. Rev. Francis Montgomery, William Montgomery, Rev. George Oakes Miller, John Dent.

1848, April 25th. Thos. A Kershaw, Clerk, Wm. Montgomery, Wm. Dunkley Manning, Farmer, John Phipps Roe, Butcher.

1874, Dec. 8th. Rev. John Brown, Robert Campion Westley, Charles Norman Manning, Thomas Gaunt Marriott.

The Parish Council appoint two Trustees. In 1830 the yearly income was £5 8s. 4d., but since 1904 it has fallen to £4 12s. 4d. From 1875 the bread for this Charity has been distributed in the Schools on New Year's Day. The Administrators are the Rector and Churchwardens.

MISS MONTGOMERY'S CHARITY.

Miss Frances Montgomery of Mortimers, in her Will dated January 7th, 1888, bequeathed "to the Trustee of General Charities the sum of One hundred pounds Upon trust that he invest the same in such way as he the said Trustee may for the time being be authorised to invest moneys for Charitable Trusts. I direct that the said Trustee for the time being shall pay one half part of the dividends to be received from the said sum when the same may be so invested as aforesaid to the Rector or other the Officiating Minister for the time being of the said parish of Milton to be applied annually in such manner as he in his discretion may think proper for the benefit of any School or Schools which may be in the said parish of Milton in connection with the Established Church in that Parish And I direct that my Trustees shall pay the other half of the said dividends to be received from the said sum of One hundred pounds when so invested as aforesaid to the Rector or other the Officiating Minister for the time being of the said parish of Milton to be applied annually by him in the purchase of coal such coal to be distributed at his discretion among such poor inhabitants of that Parish as he shall direct."

The Board of Charity Commissioners purchased two amounts of £51 8s. 1d. Consolidated Stock at £2 15s. per cent which were transferred to the Account of the Official Trustees of Charitable Funds, in Trust for this Charity. These investments bear interest of £1 5s. 8d. each yearly. I presume that if at any time our Church Day School should be superseded by a County School, then according to the terms of

the Will the School portion of this Charity would be used solely for the Church Sunday School.

MARK BAILEY'S CHARITY.

Mark Bailey's connection with Milton was through his wife, Mary Palmer, who was born here. Both her parents died, leaving a large family, and Mary Palmer undertook the care of the younger children. She afterwards went to Hinckley, to her uncle, Job Lock, who kept the Blue Boar Inn there and it was from this house that Mark Bailey married her. They lived for some time at Kingsthorpe, Northampton.

Mark Bailey, who died on April 6th, 1888, by his Will dated January 24th, 1888, gave "to the Rector and Churchwardens for the time being of Milton Malzor the sum of £10 to be invested and the proceeds to be given away in bread to the most needy and necessitous poor as to the said Rector and Churchwardens should seem best."

By an Order of the Board, dated December 19th, 1888, the sum of £9 5s. 11d. Consols representing this bequest (being £10 less legacy duty) was transferred to the account of the Official Trustees in trust for this Charity. The administrators are the Rector and Churchwardens of Milton and the annual income is 4s. 8d.

CHURCH SUNDAY SCHOOL GIFT.

The sum of Fifty Pounds was given to the Rector of Milton by the late Miss Mary Montgomery of Mortimers, for the use of the Milton Church Sunday School, which sum was deposited in the Post Office Savings Bank. In December,

1918, this was transferred to 5 per cent National War Bonds, the interest being paid to the Sunday School Account in the Post Office Savings Bank.

THE KERSHAW BEQUEST.

The late Thomas Herbert Kershaw, barrister-at-law, of Whitchurch, Shropshire, who died December 9th, 1913, was the elder son of the late Thomas Atherton Kershaw, Rector of Milton. By his Will dated October 15th, 1903, he bequeathed

“ to the Rector for the time being of Milton otherwise Middleton Malzor in the County of Northampton, One Hundred Pounds to be distributed at his discretion among such poor inhabitants of that parish as he shall select. And I direct the said charitable legacies to be paid exclusively out of such part of my personal estate as may be lawfully appropriated to such purposes and in preference to any other payment thereout.”

“ Proved at London, 21 February 1914, by Rev. John Frederick Kershaw, clerk, and Henry Plumb Kershaw, gentleman.”

This bequest, less duty, realised £90, which was invested in 1915 by the Board of Charity Commissioners in £4½ per cent War Loan, the interest being paid to the Coal Club Account and for coal for the poor. This War Loan was in 1917 automatically converted into £5 per cent War Loan, the annual income being increased from £4 1s. to £4 14s. 8d. Up to the time of writing this sum is still used for these benefits, but some future Rector may see fit to dispose of it in some other way for the use of those in need.