

DATED

20th August

1813

DEED of ENDOWMENT

of Bourton Chapel in the Parish of Gillingham
in the County of Dorset

Inrolled in His Maty's High Court of
Chancery the 17th day of February in the
year of our Lord 1814 being first duly
stampd according to the tenor of the
statutes made for that purpose.

John Mitford.

Stamps £1 - 10 - 0 & £5 - three followers at £1 each

THIS INDENTURE made the 20th day of August in the 53rd year of the reign of our Sovereign Lord George the third by the Grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith and in the year of our Lord 1813 BETWEEN JOHN JEANNES of Bourton in the County of Dorset Innholder of the first part THE RIGHT REVEREND FATHER IN GOD JOHN by divine permission LORD BISHOP OF SALISBURY Patron of the Vicarage of Gillingham in the County of Dorset of the second part THE REVEREND JOHN JAMES TOOGOOD Writhlington in the County of Somerset Official of Gillingham having and exercising peculiar and exempt Jurisdiction there of the third part THE REVEREND WILLIAM DOUGLAS Vicar of the Parish of Gillingham aforesaid of the fourth part SUCH OF THE SEVERAL PERSONS whose names are hereunder subscribed and whose seals are hereunder affixed as are specified in the Schedule hereunder written of the fifth part HENRY BIGING SAMUEL DAVIS DANIEL MAGGS JAMES MAGGS JAMES HARDING WILLIAM JESSE ROBERT GOLDESBOUGH JAMES PARATT JOHN BURFITT the said JOHN JEANES and WILLIAM JUPE Inhabitants of the Hamlet of Bourton within the Parish of Gillingham aforesaid of the sixth part and CHARLES BOWLES of Shaftesbury in the County of Dorset Esquire of the seventh part WHEREAS the Hamlet of Bourton in the said Parish of Gillingham is at so great a distance from the Parish Church of Gillingham as to render it inconvenient to the Inhabitants of the said Hamlet to attend Divine Service

and other religious Ceremonies at the said Church and in consequence thereof on the 25th day of October 1809 the several persons parties hereto of the 5th and 6th parts entered into an Agreement for erecting and endowing for the use of the inhabitants of the said Hamlet a Chapel where Divine Service Burials and Sacraments according to the Rites Ceremonies and Forms of the Church of England should be respectively performed and administered and the said several persons parties hereto of the 6th part with Nathaniel Standerwick of Bourton aforesaid since deceased were appointed a Committee for the purpose of carrying the said agreement into effect AND WHEREAS by an Indenture bearing date the 5th day of June 1810 and made or expressed to be made between John Billingsley Esquire the sole Commissioner named and appointed in and by an Act of Parliament made and passed in the 49th year of the reign of His present Majesty intituled "An Act for inclosing lands in the several parishes of Gillingham and Motcombe in the County of Dorset" and also for executing such of the powers as were contained in an Act passed in the 41st year of the reign of the said present Majesty entitled "An act for consolidating in one Act certain provisions usually inserted in Acts of Inclosure and for Facilitating the mode of proving the several facts usually required on the passing such acts" as were not varied altered or otherwise provided for by any of the provisions contained in the said act first above mentioned or referred to of the one part and the said John Jeanes of the other part In consideration of Five pounds paid by the said John Jeanes to the said John Billingsley the piece or parcel of land hereinafter mentioned and intended to be hereby bargained and sold or otherwise assured with the appurtenances was in pursuance of the Power and Authority given and derived in and by the said respective Acts of Parliament above referred to appointed and conveyed by the said John Billingsley unto the said John Jeanes his heirs and assigns for ever thenceforth absolutely freed and discharged from all common and other rights claims or interest in over and upon the same AND WHEREAS the said several persons parties hereto of the 6th part acting as a Committee as aforesaid have contracted and agreed with the Owners and Proprietors of certain other parts of the Commonable Lands in the said Hamlet of Bourton for the purchase of such Commonable Lands amounting in the whole to about Four acres more or less and such lands are intended to be set out to the said several persons parties hereto of the 6th part in and by the Award of the Commissioner appointed by and acting under the powers of the said hereinbefore recited Acts of Parliament when such award shall be made which said Commonable lands so contracted and agreed for the purchase of are now in the possession of the said several persons parties hereto of the 6th part acting as a Committee as hereinbefore is mentioned AND WHEREAS

the several sums paid and to be paid for the purchase of the premises so respectively appointed conveyed and to be set out as aforesaid were raised by the subscription made in pursuance of such Agreement as aforesaid and by the same subscription a Chapel hath been erected on part of the said piece or parcel of land comprised in and appointed and conveyed by the said hereinbefore recited Indenture of the 5th day of June 1810 and it hath been agreed that the same piece or parcel of land Together with the Chapel erected on part thereof as aforesaid should be conveyed by the said John Jeanes to the use of himself and the said several other persons parties hereto of the 6th part their heirs and assigns for ever and that the said several persons parties hereto of the sixth part their heirs and assigns should stand and be seized of the same piece or parcel of land and Chapel and the lands and hereditis so to be set out as aforesaid UPON AND FOR THE TRUSTS Intents and purposes and with under and subject to the powers provisoes agreements and declarations hereinafter expressed and declared of and concerning the same NOW THIS INDENTURE WITNESSETH that in pursuance and part performance of the said Agreement and in consideration of the sum of TEN SHILLINGS of lawful money of Great Britain by the said Charles Bowles to the said John Jeanes paid at or before the sealing and delivery of these presents (the receipt is hereby acknowledged) He the said John Jeanes with the privity and approbation of the said John Lord Bishop of Sarum John James Toogood and William Douglas and the request and by direction of the said several persons parties hereto of the 5th and 6th parts except the said John Jeanes (testified by their respectively executing these presents) HATH bargained and sold and by these presents DOTH bargain and sell unto the said Charles Bowles and his heirs ALL that piece or parcel of land near the School House in the said Hamlet of Bourton in the said Parish of Gillingham containing one rood and twenty perches more or less on part of which said piece or parcel of land a Chapel hath been erected as hereinbefore is mentioned and recited and the remainder of which said piece or parcel of ground is intended for a burial ground to the said Chapel Together with all edifices buildings ways liberties privileges easements profits commodities emoluments and appurtenances whatsoever to the said Chapel piece or parcel of land and hereditaments hereby bargained and sold and otherwise assured or intended so to be belonging or in anywise appertaining and the reversion and resersions remainder and remainders yearly and other rents issues and profits of the said Chapel piece or parcel of land and hereditaments and of every part and parcel thereof And all the estate right title interest inheritance use trust property profit possession claim and demand whatsoever both at law and in Equity of him the said John Jeanes

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into out of or upon the same Chapel piece or parcel of land and hereditaments and every part or parcel thereof TO HAVE AND TO HOLD the said Chapel piece or parcel of land and hereditaments hereby released or otherwise assured or intended so to be and every part and parcel thereof with their and every of their appurtenances unto the said Charles Bowles and his heirs and assigns TO THE USE of the said Henry Biging S. Davis D. Maggs J. Maggs J. Harding W. Jesse R. Goldesbrough James Parratt John Burfitt J. Jaanes and W. Jupe (parties hereto of the 6th part) and to such person and persons as may be from time to time appointed in the stead of such of them as may hereafter die or be desirous of being discharged from the duties by these presents imposed on the Trustees for the time being their heirs and assigns for ever Upon and for the Trusts Intents and Purposes and with under and subject to the powers provisoes agreements and declarations hereinafter expressed and declared of and concerning the same AND the said John Jeanes doth hereby for himself his heirs executors and admors covenant and declare with and to the said C. Bowles his heirs and assigns that he the said J. Jeanes hath not at any time heretofore made done committed or executed or knowingly or willingly permitted or suffered or been party or privy to any act deed matter or thing whatsoever whereby or by reason or means whereof the said Chapel piece or parcel of land and hereditate hereby bargained sold or otherwise assured or intended so to be or any of them or any part thereof are is can shall or may be in anywise impeached charged affected or incumbered in title estate or otherwise howsoever AND it is Hereby Agreed and declared between and by the parties to these presents that the said several persons parties hereto and the sixth part and such person and persons to be appointed in the stead of the person or persons dying or being discharged from the Trusts hereby imposed on them their heirs and assigns shall stand and be seized of and interested in the said Chapel piece or parcel of land and hereditas bargained and sold or otherwise assured or intended so to be with their appurtenances And also of and in the said lands and hereditas so to be set out to their use as aforesaid with their appurtenances UPON and for the TRUSTS Intents and Purposes and with under and subject to the Powers Provisoos Agreements and Declarations hereinafter expressed and declared of and concerning the same that is to say As to the said Chapel Upon Trust that they the said several Persons parties hereto of the sixth part and the Survivors and Survivor of them and the heirs and assigns of such Survivor do and shall for the benefit of the Inhabitants of the hamlet of Bourton aforesaid permit and suffer divine Service burials and sacraments according to the rites ceremonies and forms of the Church of England to be

respectively performed and administered at the said Chapel at all reasonable and proper times and do and shall from time to time let the pews and seats in the said Chapel to such of the Inhabitants of the said Hamlet and upon such terms and conditions as they the said several persons parties hereto of the sixth part and the Survivors of them and such ^{person and} persons to be appointed as aforesaid with the consent of the Curate for the time being of the said Chapel shall think proper and do and shall pay the rents and profits arising from the said Pews and Seats to the Curate for the time being of the said Chapel for his maintenance and support and as to so much of the said piece or parcel of land and hereditys hereby bargained and sold or otherwise assured or intended so to be as does not comprise the said Chapel UPON TRUST that they the said several persons parties hereto of the sixth part and the survivors and survivor of them and the heirs and assigns of such survivor do and shall permit and suffer the same at all times to be used as a Burial ground to the said Chapel upon such terms and conditions as they the said several persons parties hereto of the 6th part and the survivors and survivor of them and such person and persons to be appointed as aforesaid with the consent of the Curate for the time being of the said Chapel shall think proper and subject thereto do and shall either permit and suffer the same to be held occupied and enjoyed by or pay the rents and profits thereof to the Curate for the time being of the said Chapel for his maintenance and support and as to the said Lands and Hereditys with their appurtenances so to be set out as aforesaid UPON TRUST that they the said several persons parties hereto of the 6th part and the survivors of them and such person and persons to be appointed as aforesaid do and shall either permit and suffer the same to be held occupied and enjoyed by or pay the rents and profits thereof to the Curate for the time being of the said Chapel for his maintenance and support PROVIDED always and it is hereby agreed and declared between and by the parties to these presents that it shall be lawful for the said several persons parties hereto of the 6th part and the Survivors of them and such person and persons to be appointed as aforesaid with the consent in writing of the Curate of the said Chapel for the time being by any deed of writing to be by them and him sealed and delivered in the presence of and attested by two or more credible witnesses to demise or lease the said land and hereditys with their appurtenances so to be set out as aforesaid or any of them or any part thereof respectively for any term of years not exceeding seven years to be computed from the making thereof at the best yearly rent that can be gotten for the same without taking any fine or foregift for the

making thereof but so that there be contained therein a condition of re-entry for non-payment) of the rent thereby to be reserved and so that the Lessee execute a Counterpart thereof and thereby covenant for the payment of the rent PROVIDED ALWAYS and it is hereby agreed and declared between and by the parties to these presents that when and so often as the said Chapel and Burying ground and fence surrounding the same or any part thereof respectively shall be out of repair and condition the said several persons parties hereto of the 6th part and the Survivors of them and such person and persons to be appointed as aforesaid shall cause the same to be repaired without delay and the expenses attending the repairs or so much of the said expenses as shall not be defrayed by subscription or other means shall be defrayed out of the funds by these presents provided for the maintenance and support of the Curate for the time being of the said Chapel and the said several persons parties hereto of the 6th part and the survivors of them and such person and persons to be appointed as aforesaid shall accordingly apply a competent part of the said funds to that purpose PROVIDED always and it is hereby further agreed and declared between and by the parties to these presents that the Curate of the said Chapel shall at all times be nominated and appointed by the said several persons parties hereto of the 6th part and the survivors of them and such persons and persons to be appointed as aforesaid or the major part of them for the time being by some writing under their respective hands or at least under the hands of the major part of them for the time being PROVIDED ALWAYS Nevertheless that no Curate who shall be so nominated and appointed shall be qualified to do duty at the said Chapel or entitled to the provision made for him by these presents till his Nomination and Appointment shall be approved by the Vicar of Gillingham for the time being under his hand and the Curate shall have been licenced by the Lord Bishop of Bristol for the time being And in case the said Vicar shall refuse such his Approbation he shall forthwith state the cause thereof to the said Lord Bishop of Bristol for his Judgment of the Sufficiency thereof and if the said Vicar shall neglect or refuse so to do on reasonable notice or if the said Lord Bishop of Bristol shall adjudge the Cause of such Refusal to be insufficient Then such Nomination and Appointment before mentioned shall be deemed as affectual as if the said Vicar had approved thereof AND it is hereby further agreed and declared that when and so often as the Curacy of the said Chapel shall become vacant by death resignation deprivation or otherwise the vacancy shall be filled up within three calendar months after the same shall have occurred and in case it shall happen that such vacancy shall not then be filled up the Right of Presentation for that turn only to the said

Curacy shall belong to the then Vicar of Gillingham PROVIDED Always and it is hereby agreed and declared between and by the parties to these presents that if the Trustees hereby appointed or to be appointed as hereinafter is mentioned or any of them shall happen to die or be desirous of being discharged from or refuse or decline or be incapable to act in the Trusts of these presents then and in such case and when and so often as the same shall happen it shall and may be lawful to and for the then surviving or continuing Trustees by any Writing to be by them or him signed in the presence of and attested by two or more credible witnesses from time to time to nominate and appoint any other person or persons being an Inhabitant or Inhabitants of the Hamlet of Bourton aforesaid and a member or members of the Church of England to be a Trustee or Trustees in the stead or place of the trustee or Trustees so dying or desiring to be discharged or refusing declining or becoming incapable to act as aforesaid And when and so soon as any new trustee shall be nominated and appointed as aforesaid such Trustee shall have the same powers and authorities as if he had been originally appointed in and by these presents and when and so soon as three such new Trustees shall be appointed all the Trust Estates and premises shall be thereupon with all convenient speed conveyed and transferred in such sort and manner and so as that the same shall and may be legally and effectually vested in the person or persons so to be appointed as aforesaid jointly with the surviving or continuing Trustee or Trustees as occasion shall require upon and for the Trusts Intents and purposes hereinbefore expressed and declared of and concerning the said Trust Estates and premises PROVIDED Always that on every such Nomination and Appointment of a New Trustee the Vicar of Gillingham for the time being shall consent to and approve thereof before such new Trustee shall be capable to act as such PROVIDED Always and it is hereby further agreed and declared between and by the parties to these presents that although for the convenience of the Trustees full power is given them to nominate and appoint a new Trustee whenever any of them shall happen to die or be desirous of being discharged from or decline or become incapable to act in the Trusts of these presents yet it shall be discretionary in them to exercise such power till the number of them shall be reduced to eight but whenever the number shall be reduced to eight then and so often the exercise of the said power shall no longer be discretionary but the surviving or continuing Trustees shall forthwith exercise the said Power and all such acts and deeds as may be necessary to complete the execution of the same according to the true intent and meaning thereof shall be forthwith done and executed PROVIDED always and it is hereby agreed and declared between and by the parties to these presents That the Clerk of the said Chapel shall at all times be appointed

by the Curate thereof for the time being but that in all other respects the said Chapel and other Trust premises shall be under the direction management control of the Trustees for the time being of these presents or of the major part of them who shall be present at any meeting held in the said Chapel which shall have been previously called by notice in writing which notice shall specify the day and hour when and also the purpose for which the said meeting shall be held and shall be signed by not less than two of the Trustees and shall be affixed to the principal door of the said Chapel for at least four Sundays preceding the day of holding such meeting and shall be read once in the said Chapel during the time of Divine Service either by the Curate or Clerk thereof on each of the two Sundays immediately preceding the said day of meeting PROVIDED NEVERTHELESS that not less than nine Trustees shall be present to constitute a meeting if there shall be so many And it is hereby further agreed and declared that all questions agitated at any of the said meetings upon which all the Trustees present shall not happen to agree shall be decided by a majority of the votes of the said Trustees then present AND FURTHER that if upon any question agitated at any of the said meetings the Votes of the Trustees present shall happen to be equal then and in every such case the question in dispute shall be decided by the Vicar of Gillingham for the time being And further that all Resolutions and Determinations at any of the said Meetings in those cases in which all the Trustees present shall happen to agree and all Resolutions and Determinations at any of the said meetings in those cases which shall be decided by a majority of the Votes of Trustees present and all Resolutions and Determinations at any of the said Meetings in those cases which shall be decided by the Vicar of Gillingham for the time being shall be binding and conclusive on all the dissenting Trustees if any and on all the absent Trustees if any And all the Trustees for the time being of these presents shall do and execute all such acts and deeds as shall be necessary and proper for giving effect to such Resolutions and Determinations and if after the election of any Curate or Trustee by all the Trustees present at any meeting as aforesaid the Deed hereinbefore required for the nomination and appointment of the Curate or Trustee so elected shall be executed by all the said Trustees present at such meeting such nomination and appointment shall be valid and effectual to all intents and purposes whatsoever as the same would have been if the said deed had been executed by all the Trustees for the time being And if after the election of any Curate or Trustee by the majority of the Trustees present at such meeting as aforesaid the writing hereinbefore required for the nomination and appointment of the Curate or Trustee so elected

shall be signed by such of the Trustees present at the said meeting as voted for such Curate or Trustee such nomination and appointment shall be as valid and effectual to all intents and purposes whatsoever as the same would have been if the said writing had been signed by all the Trustees for the time being And if after the election of any Curate or Trustee by one half of the Trustees present at any such meeting as aforesaid and by the Vicar of Gillingham for the time being the writing hereinbefore required for the nomination and appointment of the Curate or Trustee so elected shall be signed by such of the Trustees present at the said meeting as voted for such Curate or Trustee and by the said Vicar of Gillingham such nomination and appointment shall be as valid and effectual to all intents and purposes whatsoever as the same would have been if the said deed had been signed by all the Trustees for the time being PROVIDED always and it is hereby lastly agreed and declared between and by the parties to these presents That the Trustees hereby appointed and to be appointed as aforesaid and each of every of them and the heirs executors admors and assigns of them and each and every of them shall be charged and chargeable respectively only for such monies as they shall respectively actually receive by virtue of the Trusts hereby in them reposed notwithstanding their or any of their giving or signing or joining in giving or signing any receipt or receipts for the sake of conformity and any one or more of them shall not be answerable or accountable for the other or others of them or for involuntary losses and also that it shall be lawful for them with and out of the monies rents and profits which shall come to their respective hands by virtue of the Trusts aforesaid to retain to and reimburse themselves respectively and also to allow their Co-trustee or Co-Trustees all costs charges damages and expenses which they or any of them shall or may suffer sustain expend disburse be at or be put into in or about the execution of the aforesaid Trusts or in relation thereto IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

THE SCHEDULE above referred to

Contains signatures of Thirty persons resident in the Parishes of Penzelwood Gillingham Bourton Shaftesbury Silton and attested by two witnesses.

Duly executed and attested and the Seal of the
Bishop of Sarum affixed thereto

