

REPORT

OF THE COMMISSIONERS

FOR INQUIRING INTO

PUBLIC CHARITIES,

SO FAR AS RELATES TO PUBLIC CHARITIES
WITHIN THE

PARISH OF WIGAN.



WIGAN :

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1830.



BRITISH MUSEUM

REPORT, &c.



PARISH OF WIGAN,

Free Grammar School.

By Indenture, bearing date 11th. January, 1619, between James Leigh, of the one part, and Roger Downes and others therein named, as Trustees, of the other part, the said James Leigh granted to the said Roger Downes and others, trustees as aforesaid, and their heirs, an annual rent of 6*l.* 13*s.* 4*d.* issuing out of the messuage and lands in Orrell, called the Ackhurst, and all other the lands and tenements of the said James Leigh, upon trust, to employ and bestow the said annual rent towards the maintenance of a free grammar school in Wigan, for the bringing up of poor scholars of the parish and town of Wigan for ever.

By Indenture of feoffment, bearing date 1st. February, 1676, between William Daniel, Esq. mayor of the borough of Wigan, James Molyneux, alderman, and three others, burgesses of the said borough, of the one part; and Edward Baron, Gilbert Glover, and Robert Ford, of the other part; and by indenture of feoffment, bearing date the 2nd. of the same month of February, between the said Edward Baron, Gilbert Glover, and Robert Ford, of the one part; and Sir Roger Bradshaw, and several other persons therein named as trustees of the other part; several messuages, lands, tenements, and hereditaments, situate in Aspull, in the county of Lancaster, called Blackshaye or Backshaye, with the appurtenances, and two other closes in Wigan and

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Wigan Woodhouses, called the White Rydcings, or brown meadows, and also a yearly rent charge of 20*l.* issuing out of a messuage and tenement in Thames Street, London, called the chalice and the shepherd, and other messuages, lands and tenements, in mincing-lane, London, theretofore the inheritance of Hugh Bullock were conveyed and assured to the said Sir Roger Bradshaigh, and others their heirs and assigns, upon trust, to employ the said yearly rent charge, and all the rents and profits of the said messuages, lands and tenements, for and towards the maintenance, keeping and continuing of the said free grammar school, and also for and towards the maintenance, finding and keeping of one or more sufficient able and learned person or persons to be schoolmaster or schoolmasters thereof, and to teach and instruct such scholar and scholars, child and children of the inhabitants of the said town. and borough of Wigan, and such others as the said Mayor and Aldermen for the time being, or the major part of them, should think fit and order, as should from time to time come and repair to the said school to be instructed and taught gratis, and without any thing to be exacted or demanded to be paid to the said school-master or masters by the said scholars and children, their parents or friends, or any for their use.

By indenture of feoffment, bearing date 22nd. January 1723, between John Baldwin, the younger, and Thomas Bancks, of the one part, and John Baldwin, the elder, Esq. then mayor of the borough of Wigan, and several others therein named, and trustees of the other part; reciting that Sir John Bridgman, bart. gave 100*l.* towards purchasing and building a new free school in Wigan, in a more convenient place than the then school stood in, and that the then school had become ruinous, and dangerous for the masters to teach in, and that several inhabitants of the said town, and others had voluntarily subscribed so much, as with the said sum of 100*l.* would be sufficient to buy land, and to

erect thereon a new school house, and other necessary buildings; and further reciting, that the mayor, aldermen and burgesses had, with the consent of the subscribers, paid to Alexander Leigh, for the purchase of the premises thereafter mentioned, the sum of 210*l.* and that the said premises had been conveyed to the said John Baldwin, the younger, and Thomas Banoks; the said John Baldwin the younger, and Thomas Banoks, conveyed a messuage, or burgage and tenement, with a croft or parcel of land or ground, containing about half an acre, called Cockerham's House and croft, situate in or near a street in Wigan, called the Mill-gate to the said John Baldwin the elder, and others, upon such trusts as were contained in the said indentures of 1st. February 1676,

By indenture of feoffment, bearing date 6th. October 1787, between John Lever, James Tyrer, and John Bent, of the one part, and the Rev. James Barton, Robert Morris, John Blinkhorn, John Walmesley, John Hodson, William Clayton, Thomas Barton, the Rev. Henry Unsworth, John Vause the younger, the Rev. Robert Latham, and others of the other part,; the said John Lever, James Tyrer and John Bent, in pursuance and performance of the trust reposed in them, granted and enfeoffed to the said Jas. Barton and others, parties of the second part, and their heirs, the said free grammar school, and the messuages, lands and annuities, of 20*l.* and 6*l.* 13*s.* 4*d.* and the hereditaments comprised in the aforesaid several indentures upon the trusts declared in the indenture of 1st. February, 1676.

The preceding abstracts are taken principally from the recitals contained in an act of parliament passed the 52*nd.* Geo. 3. for incorporating the governors, and other purposes hereafter expressed, the original *dæda* being kept in the school chest.

This act of parliament further recites, that subsequently to the year 1723, a new school had been built on part of the land comprised in some of the indentures

hereinbefore recited. That by indenture, bearing date 2nd. May 1748, the messuage called Cockerhams, and other hereditaments, comprised in the indenture of 22nd. January 1723, were assigned by the feoffees, of the school to Daniel Tyrer, his executors &c. for the residue of a term of 500 years, and a burgage or tenement on the old school common in Wigan, being theretofore part of the old school, was demised to the same party for the term of 476 years, for securing the sum of 193*l* 9*s* 9*d*. with interest; and that there was then due and owing upon the said mortgage 113*l*. or thereabouts, with about two years interest thereon.

It is further recited, that by the statutes made formerly by the trustees, the greek and latin languages were to be taught in the school; that the clear revenue of the school, after payment of interest on the said mortgage money, and allowing for taxes, repairs and other outgoings, amounted on an average to no more than 125*l*. or thereabouts, exclusive of a dwelling house and gardens, with their appurtenances, on the east side of the Millgate-street, in Wigan, of the clear yearly rent of 29*l*. 4*s*. 0*d*. or thereabouts, which premises had been for many years enjoyed, or the rents thereof received by the school-master for the time being, and applied to his own use and benefit, but were not comprised in any of the indentures therein-before recited; that the income so arising would not afford salaries to the master and usher sufficient to induce men of classical abilities to accept those offices; that the Rev. Henry Johnson had been lately elected head master, with a salary of 100*l*. per annum, but that the trustees had not been able to obtain an usher with the qualifications required by the statutes of the last two years, owing, as it was presumed, to the small salary that could be afforded from the revenue of the school, and that the school was then without an usher. It is further recited, that the several messuages and lands, in Aspull, might be sold to a very great advantage; and it was expected that the revenue of the

school might be considerably increased, if such sale were to be made, and the purchase monies invested in another estate or estates, to be settled upon the same trusts; and also if the like power of selling and investing the produce in a new purchase were given with respect to the closes in Wigan, and Wigan Woodhouses, or that power was given to grant leases of the said closes for 999 years, or for some other long term, without taking any fine, and that it would also tend to the benefit of the schoolmaster for the time being, if the said dwelling house and gardens on the east side of the Millgate street in Wigan, which were greatly out of repair, were also sold and the clear monies laid out in the purchase of land to be settled in trust for the schoolmaster for the time being. And it was further recited, that in case such powers as aforesaid were given, the revenue of the school might be so much increased as to afford adequate salaries for the head master and usher; and that it was presumed that the said foundation would be much improved and become of general benefit, if certain persons were incorporated as governors of the school, and of the lands and revenues belonging to the same, with such powers as are here-in-after mentioned. And it was thereby enacted, that the mayor of the borough of Wigan, for the time being, and the aforesaid James Barton, John Blinkhorn, John Walmsley, John Hodson, William Clayton, Thomas Barton, Henry Unsworth, John Vause, and Robert Latham, the then trustees of the school, being also aldermen or burgesses of the borough should from thenceforth be a body corporate, by the name of "*The governors of the free grammar school of the borough of Wigan, in the county of Lancaster,*" and that at a meeting to be held within one year from the passing of the said act, according to the directions thereafter contained, it should be lawful for the mayor, and the major part of the nine other governors thereinbefore appointed, or such of them as should be living and present at such meeting, to nominate so many persons, aldermen or burgesses of the said borough, to

be governors of the said school, as should, with the said mayor, and the surviving governors of the said school, make up the number of fifteen, and that the mayor of the said borough for the time being, and the said surviving governors, and the other governors, to be nominated as last mentioned, and their successors, should from thenceforth be governors of the said school; and that as often as one or more of the governors should die the survivors should, at the first annual meeting after the happening of such vacancy, appoint some other fit person or persons to be governor or governors in the place of him or them so dying, provided that no person should be chosen, unless he should be an alderman or burgess of the said borough, and a member of the church of England; and it was further enacted, that all the messuages, lands and tenements comprised in the several indentures thereinbefore recited, or then belonging to the said free grammar school, and also the dwelling house, with the gardens and appurtenances, on the east side of Millgate street, in Wigan, should be and the same were thereby vested in the said governors and their successors; and it was declared that they should hold the same and all other lands, &c. thereafter to be granted to them for the benefit of the school, upon the same trusts as in the indenture of 1st. of February, 1676, and by this act, were expressed and declared: and it was further enacted, that it should be lawful for the said governors or their successors to sell and dispose of and convey the aforesaid Messuages, Lands, &c. in Aspall, the closes in Wigan, and Wigan Wood-houses, and also the dwelling house and gardens on the East side of the Mill-gate street, in Wigan, entirely or in parcels, and by public sale; or by private contract, for such prices as could reasonably be obtained for the same, but that the purchasers thereof should pay their purchase money into the Bank of England, in the name of the accountant general of the High Court of Chancery; that out of such monies all the costs and expenses of obtaining this Act, and attending the sale of the

said premises, and all other reasonable costs and expenses incident to the execution of the trusts thereby reposed in the said trustees should be first paid, and in the next place the principal sum of 113*l.* owing on the aforesaid mortgage, and that the residue should be invested under the direction of the high court of Chancery, in the purchase of freehold manors, messuages, lands or tenements in the counties of Lancaster and Chester, and such copyhold premises as should happen to be intermixed therewith, or contiguous thereto, and should not exceed in value one-sixth part of the freehold premises to be conveyed to the use of the said governors and their successors, upon trust, as to the premises to be purchased with the monies to arise by the sale of the said premises, other than the dwelling-house and gardens, on the east side of the Millgate-street, for such purposes as in the said indenture of the 1st of February, 1676, and this act, were expressed, and as to the premises to be purchased with the monies arising from the sale of the said dwelling-house and appurtenances on the east side of Millgate-street, in trust, for and that the rents and profits thereof might at all times thereafter be received by the head schoolmaster of the said school, for the time being; and it was further enacted, that until such purchases should be made, the clear residue of the said monies should be laid out in the purchase of navy, victualling, or exchequer bills, to be deposited in the bank, in the name of the accountant general, there to remain until proper purchases should be found, and that the interest thereof should be laid out in like manner, subject to such orders as should be made by the said court of Chancery, for applying the same, or any part thereof, in making up the head master's and usher's salaries; and it was further enacted, that before any sale, or disposition or lease should be made of any part of the premises above mentioned, a survey and valuation of the fee-simple of the premises so to be sold, and of the yearly value of the premises so to be leased, should be made in person by two surveyors, who should previously take an oath, in the form therein prescribed; and it was

provided, that until the said dwelling-house and gardens on the east side of Millgate-street should be sold, the rents and profits thereof should be received by the head schoolmaster ; and it was further enacted, that it should be lawful for the said governors to demise any part of the said closes in Wigan and Wigan Woodhouses, previously to the sale thereof, in case they should deem it for the benefit of the trust estate, on building leases, for any term not exceeding 999 years in possession, without fine, and reserving the best yearly rents, that could be obtained ; and it was further enacted, that it should be lawful for the said governors and their successors, to appoint such or so many person or persons to be master or masters to teach and instruct the children and youth who should be educated at the said school not only in grammar and classical learning, but also in the modern languages, writing, arithmetic, geography, and mathematics, and in such other branches of literature as should from time to time in their judgment be proper and necessary, to render the foundation of the most general use and benefit, and as the state of the revenues of the school would admit (nevertheless that there should be always one head master and one usher at least ;) and that they should, out of the revenues of the estates belonging to the school, pay to the head master and usher of the said school, and to any additional master or masters, such annual stipends from time to time as to them should seem meet, so as the salary of the head master should not be less than 100*l.*, or that of the usher be less than 40*l.* a year, clear of all deductions ; and that whenever it should be thought proper and necessary that the head master or usher of the said school, or any other master to be appointed as aforesaid, ought to be removed by reason of immorality, neglect of duty, incapacity, or other just or reasonable cause, it should be lawful for the said governors and their successors, to displace him, so that three months' notice in writing, under the hands of the said governors, or any three or more of them, should be given to such head master or usher, or left at his place, or last reputed place of abode ;

provided, that in case any head master or usher should be displaced for incapacity through the visitation of God, it should be lawful for the governors to allow out of the revenues of the school, he having been such head master or usher during the term of 15 years, during his life, or for so long time as they should think proper, such yearly or other sum of money as to them should seem reasonable, not exceeding in the whole the clear yearly sum of 15*l.* to such head master, or 10*l.* to such usher, and so as the salary of the succeeding head master and usher should not by reason of such allowance be reduced to less than was before mentioned ; and it was further enacted, that no head master or usher, or any additional master to whom any salary should be paid out of the revenues of the said school, should, without leave of the governors first had in writing, teach or accept any payment for teaching persons besides the children belonging to the borough of Wigan, or officiate as curate or lecturer in the parish church of Wigan, or perform any clerical or official duty in any church whatsoever, within the usual hours appointed for teaching the said school ; and that the under masters and ushers should be under the direction of the head master, with regard to the children and youth to be by them taught, and as to the methods of teaching them ; and the governors were authorised to lay out so much of the rents and profits of the said trust estates, except of the premises belonging exclusively to the head master, as they should from time to time deem necessary or expedient, for the support and improvement of the said estate, and to appoint an agent or receiver of the rents, with such yearly salary as they should think reasonable, so as the same should not exceed the sum of 1*s.* in the pound of such clear rents and monies as he should yearly receive, and so as the salaries of the head master and usher should not be thereby reduced to less than before mentioned ; and it was enacted that the governors should take such securities from the said agent or receiver, and also from the treasurer, to be chosen from amongst the governors as to them should seem meet, and in case any master or

usher should on his being discharged, refuse to deliver up possession of any of the school premises, to the said governors after due notice to quit, a power was given to two justices of the peace, to enter and put the said governors into possession. And the said governors were authorised from time to time to make fit and wholesome statutes concerning the disposition of the estates and revenues, and the repairing, improving, and managing the trust estates and all other matters whatsoever, for the regulation and management of the said school ; and all proceedings of the governors were to be entered in a book to be kept for that purpose by their agent, and signed by the major part of the governors present at the meetings, at which the same should be had, which book should be admitted as evidence ; and it was further enacted, that no business relating to the said school or trust premises should be transacted, except at a meeting at which at least five governors should be present, (except in the cases otherwise provided for by this act :) and that there should be a meeting of the governors on the second Wednesday in June yearly, in the said school, or some public place within the said borough, as the mayor for the time being should appoint, and that it should be lawful for any mayor, or any two governors to call a meeting, by giving notice in writing of the day, place, and purpose of such meeting, which notices were to be posted as therein directed.

The royal assent to this act was given on the 9th of June, 1812. A meeting of the governors was immediately convened, and on the 30th June, it was resolved that the estate in Aspall should be sold, and a surveyor was appointed to value the same.

On the 15th of July next, the surveyor having taken the oath prescribed by the act of Parliament, made his report to the governors, stating the value of the fee-simple of the estate be worth 2,930*l.* 7*s.* 0*d.*

On the 28th of July, Sir Robert Holt Leigh offered 3,796*l.* for the purchase of the estate, which was accepted, and for this consideration it was conveyed to him.

The sum of 3,796*l.* was paid into the hands of the accountant general, and in 1816, 2300*l.* was laid out in the purchase of an estate in Appleton, in Cheshire.

The following is an account of the application of the funds derived from the proceeds of the sale to Sir Robert Holt Leigh.

The principal part of the sum paid to the accountant general was first laid out in the purchase of Exchequer Bills.

	£.	s.	d.
<i>In February, 1813</i> —One Exchequer Bill for 1,000 <i>l.</i> was sold, by order of the court of Chancery for.....	1,016	11	5
<i>In November, 1813</i> —The remaining Exchequer Bills were paid off, and the Accountant General received for principal and interest.....	2,822	0	0
And there was a balance in the bank remaining, after the purchase of the Exchequer Bill.....	71	18	1
	£	3,910	9 6

This sum was disposed of as follows.

	£.	s.	d.
<i>24th February, 1813</i> —Paid R. Grimshaw the costs of obtaining an act of Parliament, as taxed by the master, under an order of the court of Chancery.....	952	1	9
Principal and interest on mortgage paid off, by order of the court.....	122	18	0
<i>10th December, 1816</i> —Deficiencies of the rents from June, 12th, 1812, to 12th June, 1816, to pay the masters' salaries, paid by order of the court and remitted to William Clayton, in part of his account.....	291	6	8
<i>23d December, 1816</i> —Paid for purchase of Dennow Hall Estate, in Appleton.....	2,300	0	0
Paid to Messrs. Grimshaw and Marsh, in part of 294 <i>l.</i> 0 <i>s.</i> 3 <i>d.</i> their bill of costs, in respect of the purchase and conveyance.....	244	3	1
	£	3,910	9 6

The conveyance of the estate in Appleton was, by indenture of feoffment, bearing date 20th August, 1816, between James Billington of the one part; Thomas Barlow, of the second; Rebecca Barlow of the third; Joaeph Wagstaffe, of the fourth; Thomas Turner of the fifth, the governors of the free grammar School, of the sixth; and John Marsh of the seventh part. This indenture recites several deeds of conveyance and mortgage of the premises thereafter described, and also the proceedings under the act of 52 GEO. 3. asto the sale of the Aspull estate, and that the master in Chancery having approved of the purchase of the premises in Appleton, therein described, his report was confirmed by an order of the court, made 13th July, 1816; and the said James Billington, by the direction and appointment of the said Thomas Barlow, and in consideration of 2,800*l.* thereby granted and enfeoffed to the said governors and their successors a messuage and tenement, called Dennow, in Appleton, in the county of Chester, and the several closes thereto belonging, known by the names therein mentioned, and containing by estimation 17*A.* 3*R.* 14*P.* cheshire measure, upon the trusts declared in the act of parliament of 52 George 3. thereinbefore recited; and the said Joseph Wagstaffe, by the direction of the said Joseph Barlow, assigned to the said John Marsh, his executors &c, a term of 500 years, in trust, to attend the inheritance, and the said Thomas Turner, by the like direction, assigned to the said governors another term of 1000 years.

The present governors are Thomas Hardman, Esq. (the present mayor,) the Hon. and Revd. Geo. Bridgeman, rector of Wigan, Sir Robert Holt Leigh, Bart. James Alexander Hodson, Esq. John Hodson Kearsley, Esq. Thomas Woodcock, Esq. the treasurer, James Cardwell, Esq. Thomas Darwell, Esq. Alex. Haliburton, Esq. and the Rev. John Vause. There are three vacancies, which at the time of our inquiry were about to be filled up at the next annual meeting.

The property now belonging to the school, consists of the following particulars :

The messuage and farm, called Dennow, in Appleton, containing by admeasurement, 17A. 3R. 14P. now let to Samuel Barker, on lease, bearing date December, 1827, for the term of nine years from Candlemas, 1828, at the yearly rent of.....	66	0	0
That is stated to have been the best rent that could be obtained.			
For the preceding seven years, the rent had been 70 <i>l.</i> per annum. The buildings upon these premises are now in good condition, a considerable sum having been laid out in repairs since the purchase.			
The two closes in Wigan and Wigan Woodhouses, called White Rydeings and Brown Meadows, and containing about three acres, let to John Wood, as yearly tenant, at a fair rent of.....	26	0	0
It does not appear that any steps have been taken for selling these premises, or for letting them on building leases, according to the powers given to the governors by the act of Parliament passed in 1812.			
A plot of land, on the east side of Scholefield-lane, containing 4,197 square yards. This is let on lease, bearing date 23d July 1823, to Henry Gaskell, for the term of 999 years from the date, with the covenant on the part of the lessee within two years, to build one or more substantial dwelling-houses, worth the clearly sum of 40 <i>l.</i> at the yearly rent of 20 <i>l.</i>	20	0	0
We are given to understand that these terms were the best that could be obtained ; but at present there are only one or two small houses, built on the premises, not exceeding in value 10 <i>l.</i> a year.			
Three cottages in Scholefield-lane, in Wigan, let to three several yearly tenants, viz : William Santers, Christopher Ince, and Betty Grimshaw, at the rent of 5 <i>l.</i> 10 <i>s.</i> each.....	16	10	0
A house, with out buildings, and a garden, in the Millgate in Wigan, let to James Tindsley, as yearly tenant at..	12	0	0
The four houses above mentioned are very old buildings, and would require a considerable sum to put them into repair:.....			
Five other houses in the Millgate, let to the following yearly tenants; James Rowe, at 5 <i>l.</i> 4 <i>s.</i> per annum, William Woods, at 7 <i>l.</i> James Taylor, Francis Smails, and John Birchall, at 5 <i>l.</i> 10 <i>s.</i> each.....	28	14	0
The last mentioned premises are out of repair, but not in so delapidated state as those in Scholcfield lane.			
A cottage, with the appurtenances, on School Common, let to Christopher Santers, as yearly tenant, at.....	5	10	0
This house is also in a ruinous state. The rents above named appear to be as high as can be well obtained, considering the condition of the buildings.			

There is also belonging to the school a yearly rent charge issuing out of the premises in Thames-street, London.....	20 0 10
And another yearly rent charge of 6 <i>l.</i> 18 <i>s.</i> 4 <i>d.</i> issuing out of an estate in Orrell, called Ackhurst, now belonging to Charles Potter, from which 2 <i>s.</i> 6 <i>d.</i> is deducted yearly for land tax, leaving a clear payment of.....	6 10 0

All these rents, excepting the rent charge of 20*l.* which is transmitted to the bank of Messrs. Thicknesse and Woodcock, are collected by Mr. John Croudson, a solicitor, in Wigan, who has been appointed collector by the governors. If any small sums are required for repairs or any other incidental expenses, he pays them out of the money he receives, and the residue, except a small balance which he usually keeps in hand, is paid into the bank above mentioned, Mr. Woodcock being the treasurer.

The income derived from these sources amount to 210*l.* 4*s.* 10*d.* per annum.

There are also other premises on the east side of Mill-gate-street, which are let by the schoolmaster himself; namely, a house and garden let to John Fairhurst, as yearly tenant at 24*l.* per annum; and a garden adjoining let to Edward Glaasbrook, as yearly tenant, at 4*l.* per annum.

The house is kept in repair by the schoolmaster, he has lately expended about 15*l.* upon it, and it is now in good condition except as to the floors, which are represented as being very old and bad.

The master has also the use of the school built on Cockerham's Croft and the yard. These premises are kept in good repair by the governors, out of the rents.

After the passing of the act of Parliament, the head master received a salary of 100*l.* and the usher a salary of 40*l.* until Mr. Thomas Collett, who now acts as head master, was appointed by the governors in January 1817. At the meeting held upon this occasion the

following resolution was agreed to: That the trustees could not appoint a successor to Mr. Bowstead (who had lately resigned the situation of head master) with a salary of 100*l.* a year, and that no larger sum than 100*l.* a year, together with the head master's house, could be offered as a remuneration for the discharge of the duties both of head and under master; that Mr. Collett, the then under master, should be appointed to take upon himself the entire management of the school until a master and usher could be regularly appointed with the respective salaries of 100*l.* and 40*l.* required by the Act; that Mr. Collett should provide an usher at the salary of 40*l.* and should receive 60*l.* a year for himself, together with such perquisites as might arise from the teaching writing and arithmetic and other casualities, and that the number of scholars should not exceed eighty without special permission of the governors.

Mr. Collett had, from the year 1813, held the situation of usher, and when the office of head master became vacant, notice of the vacancy was advertized, and many persons offered themselves as candidates. Mr. Collett, however, was alone examined and appointed, and notice was given that the other candidates need not attend.

In addition to the terms expressed in the resolution above noticed, it was provided that Mr. Collett should instruct one-half of the day scholars in Greek and Latin, if so many should be ready to receive such instruction, and that the other day scholars should be taught by the usher in English Grammar, reading and spelling.

Mr. Collett was also allowed to take boarders, the house he then occupied being sufficient for the accommodation of about twenty.

The freedom of the school is not limited to the children of any particular place; but all who apply are admitted by the master, without any appointment by the

governors, provided they can read tolerably well in the English Testament.

The sum of 1*s.* is required on entrance, and the like sum annually for firing and for a cockpenny; but though these charges are confined to 1*s.* each, the sums actually paid by the scholars vary from 1*s.* to 1*l.* 1*s.* according to the ability of their parents. Such scholars as learn writing and accounts, pay from 7*s.* to 10*s.* 6*d.* a quarter; there are few boys either in the upper or lower school, who do not require and pay for such instruction.

About three years after the appointment above mentioned, Mr. Collett discontinued taking boarders, and he has therefore considered himself under an obligation to take 100 instead of 80 day-scholars, if so many apply.

At the time of our enquiry, he had ninety-five boys, of whom forty-five were learning Latin under his own immediate care. Two of them are also learning Greek. The boys under the usher are taught reading and English Grammar, and some are learning Geometry and Mathematics. The usher is assisted by the head master in teaching writing and accounts.

In addition to the yearly salary of 100*l.* and the rent of the Premises on the East side of Millgate Street, the head master has the benefit of the payments made for entrance and firing, and the cockpennies, except that on the entering of every new scholar the sum of 1*s.* is applied towards the purchase of books for the school library, which is kept in a room above the school. Out of this income the master pays the usher 65*l.* a year.

To account for the application of the residue of the income remaining after the payment of the master's salary, it will be necessary to give a summary of the disbursements from April 1811, soon after which the first steps appear to have been taken for procuring the act of parliament enabling the trustees to sell the Aspall estate.

From April 1811, to June 1816, Mr. Will. Clayton one of the trustees, acted as treasurer; and from his accounts, which are entered in the school register, it appears that during the period above mentioned, he received

	£	s	d.
For Rent of the school premises, &c.....	601	2	9
From the accountant general for payment of the Costs incurred in obtaining the Act of Parliament.....	953	1	9
	<hr/>		
	1,553	4	6

That during the same period credit was given to him for the following disbursements:

Head Master's Salary, at 100 <i>l.</i> per annum.....	475	0	0
Usher's Salary at 40 <i>l.</i> per annum.....	155	10	0
Expenses of obtaining Act of Parliament, valuing the Estates at Aspull, and Appleton, Solicitor's Charges, and other Expenses connected with the sale and purchase of the respective Estates above mentioned.....	1,018	1	1
Repairs &c. of the School.....	218	9	1
Sundry Expenses, including those incurred in the election of a school master, and repairs of buildings on the school property.....	84	18	5
Interest on the balance found due to the accountant at different periods.....	27	7	11
	<hr/>		
	1,979	6	6
Amount of Receipts.....	1,553	4	6
	<hr/>		
	426	2	0

At a meeting of the governors, held in July, 1817, an account was taken of the sum then remaining due to Mr. Clayton, and 23*l.* 12*s.* 11*d.* was added to the balance above mentioned for interest, which had been omitted, and for interest up to the 22nd. December preceding, making in the whole a balance due to Mr. Clayton of 449*l.* 14*s.* 11*d.* Towards the payment of this sum he received from the Accountant General, under an order of the court of Chancery, as already stated, 291*l.* 6*s.* 8*d.* and a resolution was passed at this meeting, that the sum of 158*l.* 8*s.* 3*d.* left due to Mr. Clayton, should be paid to him with interest by the treasurer

as soon as the state of the funds would permit.

The sum of 158*l.* 8*s.* 3*d.* is still due to Mr. Clayton, with interest thereon, from December 1817.

From June 1816, Mr. Woodcock has acted as treasurer, and it appears from his accounts that up to the 11th. June 1828, he has received 1,505*l.* 8*s.* 1*d.* out of which he has made the following payments ;

	£	s	d
To the Schoolmaster, at 100 <i>l.</i> per annum	1120	0	0
The usher for three quarters of a year.....	30	0	0
For repairs, and building a wall, at the school.....	116	11	2
Messrs Grimshaw and Marsh, Solicitors, for business done for the Governors up to 14th. June, 1822.....	135	17	7
Mr. Grimshaw, Solicitor's bill, for 1822 to 1828.....	32	13	0
Sundry Expenses.....	2	7	2
Interest on the amount of balance due to the treasurer from time to time, he having been in advance until the year ending June, 1828.....	58	12	1
	<hr/>		
	1496	1	0

When the treasurer's accounts were audited by the governor's in June 1828, there was a balance in his hands of 9*l.* 7*s.* 1*d.* and there was at the same period a balance in the hands of the collector amounting to 14*l.* 2*s.* 9*d.*

The expenses incurred annually in the repairs of buildings in the Town of Wigan, do not appear in the treasurer's account, as they are generally paid by the collector.

It appears from the accounts of the collectors, that the average amount of several small sums paid by them for repairs and other incidental expenses, have amounted from 1816 to 1828, to about 24*l.* a year, exclusive of 5*l.* per cent. upon the sum received, which he retains at the time of making up his accounts before the governors at their annual meeting in June. It is to be observed that the act of parliament above mentioned gives no authority for such deductions, until after the payment of the full salaries of 100*l.* and 40*l.* to the head master and usher.

From the preceding statement, it will be seen that the gross annual income received on behalf of the governors amounts at the present time to 20*l.* 4*s.* 10*d.* out of which there is payable to the schoolmaster the yearly salary of 100*l.* After this payment there remains upwards of 100*l.* per annum, subject to what may be required for any incidental expenses; a considerable portion of this income ought to be applied in putting into repair the buildings in Wigan, which, as we have already observed, are for the most part in a very ruinous state, as, by any further delay, the income would probably in a short time be very much decreased. It is also to be remembered, that there is due to Mr. Clayton, on account of the money advanced by him as treasurer, previously to June 1816, a sum of upwards of 200*l.* for principal and interest, and that interest is still accruing on 150 \pounds 3. the original amount of his debt.

Under these circumstances, instead of taking any immediate steps for increasing the master's salary, it would perhaps be more advisable to adopt a regular plan of expending annually, a part of the income in substantial repairs, and in paying off the debt due to Mr. Clayton, if it is demanded; but such a system of management will require much more careful attention than any of the governors appear to have bestowed lately upon the affairs of the school.



TOWNSHIP OF WIGAN.

Markland's Charity.

By Indenture of feoffment, bearing date respectively 1st. and 2nd. February 1665, whereby the premises belonging to the charities of Mason and Bullock, were conveyed by Sir Roger Bradshaigh and others as surviving trustees, to the use of themselves and twenty five others, upon certain trusts, declared in an indenture of 1632; an abstract of which is given in a subsequent page, in our account of the charities above mentioned, certain lands in the parish of Broughton, in Furness, called Angerton Marsh, are conveyed to the same parties and upon the same trusts, these lands being described as the gift of Oliver Markland, and stated to have been then vested in the same persons as the Rainford estate, and other premises comprised in those indentures.

By indenture bearing date 6th. November, 1727, between Ralph Bancks of the one part, and Alexander Leigh and others, described as feoffees of certain rents and lands for the use of the poor people inhabitants of the town and borough of Wigan, of the other part; reciting that Oliver Markland, late citizen and innholder of London, had granted to the mayor, aldermen and burgesses of Wigan, and their successors, certain lands in the parish of Broughton, called Angerton Marsh, for the relief, benefit and advantage of the poor people inhabitants of the said town and borough, which lands lying adjacent to and bordering on the sea coast, had always been exposed to the continual overflowing of the ocean, and had thereby been daily impaired both in value and substance; and reciting, that about the year 1706 the then mayor, aldermen and burgesses, feoffees of the said lands, having taken into consideration the injury done to the said lands, whereby the pious intent of the

donor was frustrated, had unanimously agreed that it was the most proper expedient, in order to preserve the donor's intention, that the said lands should be sold and the money arising therefrom disposed of to the like uses, and further reciting, that in pursuance thereof the said lands had been sold for the sum of 25*l.* which had been placed out to interest, and the produce thereof applied to the purposes for which the said lands were given, the said Ralph Bancks in consideration of the said sum of 25*l.* granted to the said Alexander Leigh and others and their heirs, a yearly rent charge of 20*s.* clear of all deductions, issuing out of a messuage or burgage and tenement in a street in Wigan, called standishgate, then the inheritance of the said Ralph Bancks, to the use and behalf of the poor people inhabitants of the said borough, payable every 6th. of October, with a power of distress in case of nonpayment.

This rent charge of 20*s.* has been included in the description of the premises intended to be conveyed to new trustees from time to time, with the premises belonging to the charities of Mason and Bullock.

No payment has been received for a great number of years, and we could obtain no evidence whatever to show what the premises are upon which it is charged.

GUEST'S CHARITY.



An account of the charity of John Guest, who by his Will, bearing date 29th, September 1653, gave to the ministers of the parish church of Wigan and six other places, the yearly sum of 3*l.* 15*s.* each, charged upon his lands in Abram, will be found in our 19th. Report, p. 226.

The trusts upon which the several rent-charges were given, are as follows: that the respective ministers for

the time being should therewith buy yearly one hundred and twelve yards of linen cloth, to be bestowed on 45 of the poorest people within each parish, such as the said respective ministers should conceive to stand in the greatest need of the same.

In our former report above referred to, we have stated the purport of an act of parliament passed 15 Car. 2, whereby it was provided that until the sum of 500*l.* should be laid out as therein directed, the premises in Abram should stand charged with the yearly sum of 3*l.* 10*s.* and no more to each of the said parishes. The proportionable part of the sum of 500*l.* was probably never paid to the parish of Wigan, as the yearly sum of 3*l.* 10*s.* is still received as a rent-charge issuing out of a farm in Abram, called Bolton House, now the property of Edward Ackers, of Widnes, and in the occupation of the widow of the late Thomas Stirrup.

This sum is received by the Rector's steward from Mrs. Stirrup, and since the year 1824 has been divided as follows :

	£	s	d
To the poor of Wigan	0	7	0
Do. Billinge	0	14	0
Do. Haigh	0	7	0
Do. Abram	0	14	0
Do. Winstanley	0	14	0
Do. Pemberton	0	14	0
	3	10	0

The other townships in the parish, formerly received a small portion of this charity, but this practice was discontinued, probably on account of the smallness of the sum to be divided.

The share of the Township of Wigan is added to the income arising from the charities of Willis and Diggles, hereafter mentioned, and the other shares are usually given to the overseers of the respective townships, who distribute the amount with other charity money to the poor.

By this mode of dividing the income of this charity, a great portion is distributed in such small sums, that the poor derive very little or no benefit from it, it seems advisable that the whole should be laid out in linen, and that some article of clothing should be given to such poor persons of any part of the parish as may be thought by the rector most in distress.

SIXSMITH'S CHARITY.



Robert Sixsmith, by his will, bearing date *4th*. January 1688, as appears by the recitals contained in the following deed, devised two closes in Wigan, and another close in Ince in Mackerfield, to the poor indigent and needful people of Wigan, for ever, to be dealt and distributed to the said poor, at the will and discretion of his trustees thereafter named with the overseers of the said town, ten days before Christmas, yearly, the one moiety thereof to the poor of Scholes, and the other moiety to the rest of the said town; and he appointed Roger Brown, John Latham, Alexander Rylance, and William Whittle, trustees for the overlooking and executing of his said will, hoping that they, their heirs and assigns, would see the said charity distributed according to his will.

By indenture of feoffment, bearing date 21st. Nov. 1763 reciting the will of Robert Sixsmith, and that Roger Brown was the survivor of the trustees therein named. Elizabeth Seddon, the grand-daughter and heir of the said Roger Brown, granted and enfeoffed to Thomas Barton and nine others, and their heirs, the two closes in Wigan, containing one acre and a half, and the close in Ince, then divided into two, and containing two acres, upon trust, to dispose of the yearly rents, and profits amongst the poor, indigent and needful people inhabitants of Scholes, and the rest

of the town of Wigan, in the same manner as expressed in the donor's will; and it was provided, that whenever six or more of the trustees should be dead, the survivors or survivor, or his heir, should convey the premises to such other persons residing or having estates in Wigan as they should think meet and choose in the place of the persons so dying.

By Indentures of lease and release, bearing date 18th and 19th. September, 1828, reciting the Indenture of 1763, and that by the death of all the parties thereto, and by divers mesne conveyances the premises were then vested in the Hon. and Revd. George Bridgeman, Jas. Seddon, and Robert Seddon the elder, as the only surviving feoffees, they conveyed the said premises to the use of themselves and John Holt, Robt. Seddon the younger, William Eccles, John Fisher, Henry Robinson, Ralph Bolton, James Eckersley, John Mather, Thomas Walls, Richard Marsden, Thos. Green, John Hardman, and William Gidlow, and their heirs.

The close in Wigan, consisting of about one acre and a half at eight yards to the perch, with a small cottage lately erected thereon, is let to Thomas Burns as yearly tenant, at a good yearly rent of 20*l.* the trustees paying the amount of the poor's rates assessed thereon.

The land in Ince containing about one acre and a quarter, exclusive of what has been taken for the canal, as hereafter mentioned, is let to James Seddon, one of the old trustees as yearly tenant, at 10*l.* a year. Mr. Seddon succeeded his father, who died in 1811, and who held this land at the same rent on a lease for his life. About quarter of an acre was taken about the year 1817 by the Leeds and Liverpool Canal Company, under the provisions of an act of parliament, from the land originally settled to the use of the charity, and a rent of 2*l.* 13*s.* 6*d.* is paid yearly to Mr. Seddon in respect thereof, and a part of the field is underlet by Mr. Seddon at 4*l.* a year. It appears

that a higher rent might be obtained for these premises ; and though Mr. Seddon states that he has laid out a considerable sum in draining and manuring the land, it appears that the expediency of reletting it ought to be immediately taken into consideration by the trustees.

There are two strata of coal under the land in Ince, and it is suspected that the owner of the adjoining land has extended his works under the charity land. This also is a proper subject for the consideration of the trustees. It is proposed to dispose of the whole of the coal upon the best terms that can be obtained, as soon as a favourable opportunity occurs.

Under the land in Wigan some coal was got about ten years ago, under the direction of Mr. Hibbert, who then acted as trustee ; it is not known what was the amount of the produce ; and as Mr. Hibbert died in embarrassed circumstances, there is no hope of being able to recover any thing from his estate, if any thing were in fact due from him. The cottage above mentioned is supposed to have been built with part of the proceeds of the coal.

The rents have for several years been received by Mr. James Seddon, and Mr. Robert Seddon, who have divided the amount yearly, at Christmas, after paying any incidental expenses, into two parts, one half of which is retained for the poor of scholes, and the other half is divided into four shares for the poor of the rest of the town of Wigan, viz. Hallgate, Millgate, Standishgate, and Wallgate.

In the Years 1826 and 1827, a great portion of the rent of the land in Wigan was lost by the death and insolvency of the then tenant, and about 18*l.* was laid out in repairing the Cottage ; so that there remained only 16*l.* 14*s.* 7*d.* to be divided as above mentioned for those two years.

In July 1828, there was a balance in the Bank at Wigan, amounting to 15*l.* 15*s.* 6*d.* out of which the expenses of the last trust deed are to be defrayed.

The share applicable to the Poor of Hallgate is given to the Rector, who disposes of it, with the rent of Page fields, as hereafter mentioned, under the head of the charities of Willis and Diggles.

The share applicable to the Poor of Scholes is distributed by James and Robert Se'don, and the share for the other parts of the Town are given to Richard Marsden for Millgate, John Croudson for Standishgate, and Ralph Bolton for Wallgate.

Except the Rector all the persons above named have adopted nearly the same mode of distribution, and have given something to every poor person in their respective districts. As the population is very large, the sums given to each scarcely ever exceed one shilling, and are very frequently as low as 2*d.* This practice seems highly objectionable, and we think it is incumbent upon the trustees to meet together, and decide upon a more useful system of application; and it seems desirable that they should unite in selecting the objects of charity, instead of leaving the choice to any individual.

FORD'S CHARITY.



Gilbert Ford, by his will, bearing date 2nd January 1705. and proved at Chester, devised one moiety of a close in Wigan, called the Banny Croft, containing by estimation, three tofts of land or thereabouts, to Elizabeth Ford and her heirs; and he devised the other moiety to John Baldwin and William Brown (whom he appointed his executors) their heirs and assigns, upon trust, to lay out the rents and profits in linen cloth and thread, and to cause shifts to be made thereof, and dis-

tribute the same to such poor persons, inhabitants of Wigan, every Christmas Eve, as they should, in their discretion, think convenient. Mary, the widow of James Tenant, has now the management of this charity and the letting of the close called the Bannycroft, one moiety of which belongs to her family under a devise from a Miss Latham.

This close contains hardly one Acre of land, and is let to Thomas Dancy, as yearly Tenant at a fair rent of six pounds.

With one moiety of the rent Mrs. Tenant purchases linen or flannel, which she has made up into garments, and gives them away, about Christmas, to such poor women of the Town of Wigan, as she thinks most proper objects of charity.

CHARITIES OF WELLES, HOLT AND OTHERS.



In a decree of the court of Chancery of the county palatine of Lancaster, made in a suit instituted by the Attorney general against Thomas Bowyer, 3rd. Sepr. 1741, it is recited, that Ellen Welles, by her will, bearing date 22nd Aug. 1707, bequeathed 100*l.* to the poor of Wigan, and that Richard Welles, by his will, bearing date 8th. December 1707, bequeathed 200*l.* either to be made use of towards employing the poor of Wigan, or the improvement thereof, to put boys of that town apprentices, yearly for ever.

By the decree above mentioned, and another made in the same suit 2nd. March 1752, it was ordered, that the 100*l.* left by Ellen Welles, and 200*l.* left by Richard Welles, should be paid to the Churchwardens and overseers of the poor of Wigan, and placed out by them, with the consent of the mayor and justice of the borough of Wigan, the produce of 100*l.* to be laid out in linen

cloth, to be distributed at Christmas, yearly, amongst such of the poor belonging to the Town, as the church wardens, with the mayor and justice of the peace of Wigan for the time being should appoint, and the produce of the sum of 200*l.* to be disposed of in employing the poor, or in putting out the poor boys of the town of Wigan apprentices, by the overseers and churchwardens of Wigan, with the consent of the said mayor and justice of the peace.

Edward Holt, by his will, bearing date 7th. Octob. 1704. bequeathed 150*l.* to James Holt, and nine others of the town or parish of Wigan, upon trust, to put forth the same at interest, or to lay it out in purchasing lands or a rent charge, and to lay out the yearly produce thereof in oat bread, or any other sort of bread, as they should think most meet; and he directed that they should cause such bread to be distributed to such poor people, as for the time being should inhabit and dwell within Wigan, and also within the townships of Haigh, Aspull, Ince, Pemberton, Hindley, Abram, and Winstanley, as the said trustees, or the major part of them, should direct and appoint, the same bread to be distributed in the parish Church of Wigan, in the manner following; (that is to say) 22 penny loaves every Sunday, viz — one Sunday to the poor of Wigan; and the other Sunday to the poor of Haigh, Aspull, Ince, Pemberton, Hindley, Abram, and Winstanley, and so on alternately; and he further bequeathed to the same trustees 75*l.* upon trust, that they should lay out the same in like manner, and with the yearly produce thereof, buy 10 twopenny loaves every Sunday, and distribute the same in the parish church of Wigan, to 10 of the most necessitous poor persons inhabitants within the town of Wigan, such as the said trustees should nominate; and he thereby appointed, that whenever seven of the said trustees should happen to die, the survivors or survivor, and his heirs, should choose seven other honest substantial persons, inhabiting in the town of Wigan, to be trustees,

in the room of those so dying. The same testator also left to trustees 100*l.* the yearly produce thereof to be applied in the purchase of bread for the poor of Blackrod. This benefaction is noticed amongst the lost charities in that township 19th. Rep. p. 191. He also bequeathed 25*l.* for the better maintenance of poor householders and inhabitants belonging to Shevington, or for teaching poor children to read, or binding them out apprentices. This legacy may possibly form part of a sum of 70*l.* mentioned in our account of the charities in that township, under the head of Holt's charity, 15 Rep. p. 238.

The several legacies above mentioned were laid out in 1774, together with other money upon the Work-house, as hereafter mentioned.

By indentures of lease and release, bearing date 16th and 17th June 1767, between John Marsden, of the first part; Thomas Barton, of the second part; and William Ollerhead, Mayor of Wigan, the Rev. Shirley Cotes, Rector of Wigan, John Percival and seven others, the then Church-wardens of the said parish and Overseers of the town of Wigan, of the third part; the said John Marsden, and Thomas Barton, in consideration of 175*l.* conveyed to the said William Ollerhead and others, their heirs and assigns, a close of land, being part of a field, called the great trumper's field, and containing by estimation, 1A. 1R. 18P. upon trust to build thereon one or more houses to be used as a work-house, for the maintenance and employment of the poor of the borough and town of Wigan; and upon further trust, to demise the same by way of mortgage for securing the repayment of any sums of money borrowed for the building or furnishing the said houses; and upon trust to pay the clear profits of the said close for the benefit of the poor inhabitants of Wigan, as the said trustees, with the Mayor of Wigan and the Justice of the peace of the same, and the Church-wardens and Overseers of the poor should think fit.

By indenture bearing date 13th. June 1768, the premises above mentioned were demised for 2000 years to the Right Hon. Richard Clayton, as a security for 200*l.* with interest, and by indenture, bearing date 22nd Oct. 1771, Edward Clayton, and Richard Clayton, executors of the above named Richard Clayton, assigned the said term to Roger Holt, his executors &c. in trust for the said Edward Clayton.

There was also produced to us an indenture, bearing date 24th March 1774 between Joanna Holt, and Thomas Barton, executors to the above named Roger Holt, of the first part; Robert and William Clayton, executors of the above named Edward Clayton, of the second part; Robert Green, the then Mayor, William Ollerhead and six others, of the third part; and Robert Percival, William Bolton and William Rigby, of the fourth part; purporting to be an assignment, of the said term of 2000 years, as security for the sum of 892*l.* 6*s.* 2*d.* with interest to the parties of the fourth part, who, it is recited, had advanced for the building and furnishing the said Workhouse, 692*l.* 6*s.* 2*d.* and had also paid off the said sum of 200*l.*

This indenture was not executed by Joanna Holt and Thomas Barton, in whom the term had become vested as executors of Edward Holt.

On this indenture there is an indorsement, without any signature thereto, which states that 200*l.* part of the within mentioned sum of 892*l.* 5*s.* 2*d.* was trust money arising from a fine lately paid for a lease of a messuage and lands in Rainford, devised by the will of Edward Parr, that 85*l.* 6*s.* 2*d.* belonged to the corporation of Wigan, arising from fines paid upon admission of freemen; that 302*l.* was trust money given by the several wills of Richard Welles and Ellen his wife, the rest to be applied to the poor of Wigan, that 225*l.* was given by the will of Edward Holt, for the purposes

mentioned in his will ; that 60*l.* was given by the will of Henry Mason ; the interest to be applied in binding poor children of Wigan apprentices, and 20*l.* given by the will of Mrs. Keeling, the interest to be applied to teach five poor children of Wigan to read, and that the yearly interest of the said several sums should be paid and applied for the uses to which they were respectively appropriated.

There was also produced another indenture, bearing date 21st March 1774, and containing a declaration of trust with respect to the sum of 892*l.* 6*s.* 2*d.* similar to what is declared by the indorsement on the indenture of assignment above mentioned, but this deed is not executed.

Upon the preceding abstracts the following observations arise ; First, with respect to the purchase deed of 1767, although it is provided thereby that the clear rents, after paying the interest of any money borrowed for the purpose of erecting a Workhouse, should be paid for the benefit of the poor inhabitants of Wigan, it does not appear but that the purchase was made solely for the advantage of the rated inhabitants, and without any view of giving an immediate benefit to the poor, nor does it appear that the consideration was derived from any charitable donation. Secondly, with respect to the assignment of 1774, as the deed was not executed by the executors of Roger Holt, it must be considered that the legal estate in the Workhouse premises is now vested for the residue of the term of 2000 years, in the representatives of the survivor ; subject to the equity of redemption, by the heir of the last survivor of the trustees named in the indenture of 1767, all of them being now dead, on the payment of the sum of 892*l.* 6*s.* 2*d.* with interest ; and Lastly, though no declaration of trust was formerly executed as to the several sums of money, which were comprised in the sum of 892*l.* 6*s.* 2*d.* yet there is sufficient evidence to supply this defect, and

to shew, that the workhouse premises are chargeable with such several sums; and that the interest on the whole sum except on 85*l.* 6*s.* 2*d.* which is payable to the corporation, is applicable to the different charities from which they are stated to have been derived.

The premises above mentioned are still used as a workhouse for the poor of the township of Wigan, and as the interest of the several sums laid out thereon, there is now paid out of the poor's rates, the yearly sum of 27*l.* 6*s.* 3*d.* being at the rate of 4½ per cent on the said sum of 607*l.* derived from the charities of Ellen and Richard Welles, Edward Holt; Henry Mason, and Mrs. Keeling, and 4*l.* 5*s.* 4*d.* is paid to the Corporation as the interest at five per cent, on the sum of 85*l.* 6*s.* 2*d.* No interest has been paid for a long period on the sum of 200*l.* derived from Parr's charity.

For several years previous to 1828, 17*l.* 4*s.* 6*d.* or 17*l.* 4*s.* 0*d.* only had been paid from the poor's rates, apparently by mistake, but upon looking into the documents above noticed before our inquiry took place, the error was discovered, and in the beginning of 1828, 27*l.* 6*s.* 3*d.* was paid to the churchwarden.

The sum of 17*l.* 14*s.* 0*d.* has been usually added to the rent of the estate belonging to the charity of Edmond Molyneux, (an account of which will be given hereafter) and disposed of therewith, in bread, amongst the poor of such townships of the parish as attend the church of Wigan. This sum was in the year 1828, carried to the account; and in January 1828, 4*l.* 10*s.* 0*d.* as the interest of 100*l.* given by Ellen Welles, was laid out, with other money, in linen, which was disposed of by the churchwardens amongst 35 poor women of the township of Wigan, recommended by one or more of the principal householders of the town. The residue remained, in Sep. 1898, in the hands of the churchwar-

dens, who had not at that time decided in what manner it should be disposed of.

As the object of charities, in respect of which the sum of 27*l.* 6*s.* 3*d.* is payable, is now known; it is proposed to make the following distribution in future, according to the directions of the different donors.

	£.	s.	d.
For the gift of Ellen Welles, Interest of 100 <i>l.</i> in linen.....	4	10	0
Richard Welles, interest of 20 <i>l.</i> in binding out apprentices	9	1	9
Henry Mason, interest of 60 <i>l.</i> in ditto.....	2	14	0
Edward Holt, interest of 225 <i>l.</i> in weekly bread to the poor of Wigan, Haigh, Aspull, Ince, Pemberton, Hindley, Abram and Winstanley.....	10	2	6
Mrs. Keeling, interest of 20 <i>l.</i> for the schooling of poor children of Wigan.....	0	18	0
	£27	5	3
And, as the interest of 200 <i>l.</i> derived from Parr's Charity, there is to be paid to the corporation of the borough of Wigan, as the trustees of that charity, the yearly sum of	9	0	0
	£36	5	3

BALDWIN'S CHARITY.



John Baldwin, by his will, bearing date 21st, May 1720, as recited in the following indenture, devised to his son William Baldwin, and his heirs, a messuage, with the appurtenances, in Standishgate in Wigan, a close on the back of the said messuage, called Barker's Croft, and a close in Wigan, called the Pilly Toft, lying near the school common, charged with the payment of 100*l.* which Orlando Bridgeman, Esq. had formerly given to him, on trust, that the same should be put forth at interest, and the yearly produce employed for the binding of two poor boys, settled inhabitants of Wigan

apprentices, and with the payment of the yearly interest thereof, until his said son William Baldwin, or his heirs should discharge themselves from the said trust, by paying in the principal to other trustees, to be nominated by the said Orlando Bridgeman during his life, or after his death by his heirs or assigns, for the purposes aforesaid; and the said testator further charged the said premises with the payment of an annuity of 3*l*. to Thomas Baldwin and John Baldwin, his two younger sons, and their heirs, upon trust, yearly therewith to bind one poor boy apprentice, being a settled inhabitant in Wigan; and he gave them a power of distress in case of nonpayment.

By indenture of lease and release, bearing date 18th. and 19th. of May, 1821, reciting the will above abstracted, and further reciting, that the sum of 100*l*. charged by the will of the said John Baldwin, as above mentioned, had been in December 1723, paid off by the representatives of the said William Baldwin to Alexander Leigh, by order of the then mayor and a majority of the aldermen of Wigan, to be employed in purchasing a croft wherein to build a school, it being then declared by the said mayor and aldermen that the said 100*l*. was given by Orlando Bridgeman for building a free school or such other charitable use as the mayor and aldermen should direct; Fletcher Raincock, and William Gale, in whom the premises thereafter mentioned were then vested, with the consent of the other parties to the said indentures, conveyed to the use of John Hodson Kearsley, and James Baron, their heirs and assigns, the close above mentioned, called the Pilly Toft, containing, by estimation, one acre, large measure, subject to the payment of the above mentioned annuity of 3*l*. and it was agreed between the parties that the said close, called the Pilly Toft, should be alone charged therewith, and that the other premises mentioned in the will of John Baldwin should be for ever discharged from the payment of the said annuity.

By indenture, bearing date 28th. Feb. 1823 between John Hodson Kearsley, and James Baron, of the one part; and William Eccles and James Cardwell, of the other part, reciting the above abstracted indentures; the said John Hodson Kearsley, and James Baron, conveyed to the said William Eccles and James Cardwell, as his trustee, and their heirs, the southernly part of the close, called Pilly Toft, containing 8978 yards, including one moiety of part of the river douglas, charged with the payment of the said sum of 3*l.* a year, it being agreed between the parties that such part of the said close should be alone charged with the payment of the said annuity.

On that part of Pilly Toft, which was by the preceding deed intended to be charged exclusively with the payment of the yearly sum of 3*l.* a large Factory is built; the premises still belongs to Mr. W. Eccles, and since he has been in possession, he has applied 3*l.* annually in binding out a poor boy apprentice to some respectable trade. He has not strictly confined the benefit of the charity to boys belonging to Wigan, not having been fully aware of the directions of the donor. He has, however, always acted upon the recommendation of Sir Robert Clayton, who is related to the family of Baldwin.

At the time of our inquiry, Sep. 1828, there was due from Mr. Eccles, the amount of the annuity for one year which he stated he was ready to pay as soon as a proper object had been fixed upon.

CHARITIES OF GEO. AND WILL. BROWN.

William Brown, by his will, bearing date 12th. Oct. 1724, and proved at Chester, devised all his houses, outhousing and lands, at Poolstock, after the decease of his wife, charged as thereinafter mentioned to trus-

tees, with directions to sell the same. And after reciting that his Uncle George Brown, by his will, gave 10*l.* the yearly interest to be laid out in wheat bread, to be distributed to the eldest poor people in Wigan every Christmas day, in the parish church of Wigan, the said testator gave 30*l.* the yearly interest whereof he directed should be charged on his said houses and lands at Poolstock, and should be laid out in sixpenny wheaten loaves to be distributed by his son George Brown, his heirs and assigns, one half every Christmas day, and the other half every Easter Monday; and he further charged the said premises at Poolstock with the said sum of 10*l.* given by his Uncle George Brown, and the interest thereof.

The yearly sum of 2*l.* is now paid by Charles Walmsley, esq. the owner of a farm at Poolstock, in the township of Wigan. This payment has been made to John Ranson of Wigan, who was appointed to receive and dispose of it by the late Rev. Robert Latham, formerly vicar of Dean, as the heir of George Brown, the son of the testator. Mr. Latham having been the son and heir of Margaret, who was the daughter of Gerard Brown, the brother of the above named George Brown, who died without issue.

Mr. Latham died about ten or twelve years ago, and since his death Mr. Walmsley has continued to make the payment to John Ranson, no person having interfered with respect to the charity as Mr. Latham's heir.

For the sum of 2*l.* Mr. Ranson, who now carries on the business of a baker, provides forty six penny loaves every Christmas day, and the same number every Easter Monday, which he distributes at the church to forty poor persons of the township of Wigan, selected by himself.

CHARITY OF WILLIS AND DIGGLES.



By indenture of bargain and sale, inrolled in the Court of Chancery, and bearing date 2nd July 1737, between Daniel Willis and William Hulton, of the first part; John Markland, the Rev. Samuel Aldersey and William Curghey, of the second part; and Margaret Diggles, widow, of the third part; reciting that Ellen Willis, widow, by her will, bearing date 24th. March 1726, gave a bond for 100*l.* to her two sons Thomas and Daniel Willis, and the said John Markland, and their heirs, as trustees, to purchase land or a rent charge, and to employ the produce thereof in clothing, after a decent manner, such poor people as should frequent the communion of the parish church of Wigan, as they should think fit; and that she charged her real estates with the payment of so much money, as with the principal and interest of the said bond, would make up 200*l.* and further reciting that the said Daniel Willis was the survivor, and paid the said sum of 200*l.* to the said John Markland, and that the said Margaret Diggles had, as a free donation, advanced the further sum of 100*l.* to be applied to the uses thereafter mentioned, and that the said John Markland had determined to lay out the two several sums of 200*l.* and 100*l.* in the purchase of the closes thereafter mentioned, and to add the above named Samuel Aldersey and William Curghey as trustees for the management of the said charity; the said Daniel Willis and William Hulton, in consideration of 300*l.* bargained and sold to the said John Markland and others, parties of the second part, and their heirs, three closes, called the Page Fields, in Wigan, containing, by estimation, five acres and a half, at eight yards to the perch, subject to the payment of the chief rent of 1*s.* 10*d.* upon trust, to dispose of the clear yearly rents and profits thereof, viz. two-third parts

thereof in clothing, after a decent manner, such poor inhabitants of Wigan, frequenting the communion of the Lord's Supper in the parish church of Wigan, as the said Daniel Willis and the said trustees should think fit; and the other third part, either for clothing such poor persons as above described, or the binding apprentice such poor children of the inhabitants of Wigan, as the said trustees should think fit; and it was provided that whenever the trustees should be reduced to two or one, the survivors or survivor should choose so many more as should make up the number of four; so that the heir of the said Daniel Willis, and the heir of the said John Markland for the time being, should be always included.

The premises above mentioned have been conveyed from time to time to new trustees, and another deed of appointment was in preparation at the period of our inquiry, September 1828, the Honourable and Reverend George Bridgeman and Thomas Barton being the only survivors.

The property, called Page Fields, consists of three closes in Frog-lane, in Wigan, containing about $5\frac{1}{2}$ acres, at eight yards to the perch. Upon these premises a cottage was built, about four years ago, by the then churchwardens, who applied to this purpose a sum of 78*l.* 0*s.* 6*d.* which was placed in a bank at Wigan to the account of the churchwardens, being the amount of a sum of money which had been levied as fines and penalties, and the interest which had accrued thereon.

These premises are let to the churchwardens and overseers of the township of Wigan, for the use of the workhouse; the yearly rent of 35*l.* is reserved for the land, and the churchwardens and overseers also pay over to the trustees, or their agent, the rent for which they underlet the cottage, now amounting to 7*l.* a year; these are stated to be fair rents. The cottage is in bad con-

dition, the foundation having given way; but we are informed it might be properly supported at an expense of about 10*l.* The rent is paid to ———— Smith, the rector's agent, and carried to one account, with a portion of Sixsmith's and of Guest's charities, both of which have already been noticed. The amount is disposed of chiefly in cloth and linen, which is made up into garments, and given to such poor persons of the town of Wigan as are thought by the rector the most deserving objects. Within the three last years two apprentices have also been bound out, with premiums of 4*l.* each, paid out of these charities. When the accounts were made up in January 1828, there was a balance of 5*l.* 15*s.* 11*d.* in the hands of Mr. Smith.

MORT'S CHARITY.

By indenture of feoffment, bearing date 17th. September 1729, between Matthew Markland, of the first part, and Thomas Mort, of Damhouse, the Reverend Samuel Aldersey, rector of Wigan, and six others, of the other part; the said Matthew Markland, in consideration of 12*l.* 1*s.* granted and enfeoffed to the said Thomas Mort, and other parties of the second part, and their heirs, two closes, called the Throstle Nests, or Baron's Fields, near a lane in Wigan, called Gidlow-lane, containing, by estimation, 2*A.* 1*R.* 20*P.* on the trusts thereafter expressed; and it was declared, that 120*l.* part of the consideration, was the money of Thomas Mort, who had many years before deposited the same in the hands of the said John Markland, to the end that the yearly profits thereof might be employed in binding apprentice to some lawful trade or occupation the children of some of the poor inhabitants legally settled in Wigan, and that for perpetuating the said charity, the said John Markland had, with the consent of

the said Thomas Mort, laid out the same, with 21s. of his own money, in the purchase of the premises above mentioned; and it was agreed, that out of the first rents the said sum of 21s. should be repaid, and that afterwards the clear yearly rents should be employed for the binding such poor children as aforesaid, at the election of the said Thomas Mort, as long as he should live, and afterwards of the majority of the said trustees; and it was provided, that upon the death of any three or more of the said trustees for the time being, the survivors or survivor, or his heirs, should nominate such other persons, residing or having estates in Wigan, as they should think meet, to be added to the survivors, in a proper conveyance of the premises; whereby they might become co-trustees thereof, the rector of Wigan, always to be one.

The premises above mentioned have been conveyed to new trustees from time to time; and by indenture of feoffment, bearing date 2nd May 1828, Thomas Barton, the then only surviving trustee, conveyed the same to the Honourable and Reverend George Bridgeman, Sir Robert Holt Leigh, James Alexander Hodson, John Holt, William Eccles, John Fisher, Thomas Moore, James Eckersley, John Fisher Moore, John Newsham, Thomas Walls, Thomas Roby, Ralph Bolton, Henry Robinson, James Bancks, William Crowdson, John Peet, Samuel Fogg Hopwood, Samuel Newsham, John Mather, William Gidlow, Jas. Wood, Richard Tennant, and Thomas Grimshaw, their heirs and assigns, upon trust, with the yearly rents and profits, to bind out apprentices the children of poor inhabitants of the borough and town of Wigan, as declared in the deed of 1729.

Mr. Barton the only surviving trustee, previous to the new appointment which has lately taken place, has had the principal or sole management of this charity and has kept the accounts at least from the year 1803.

The estate called Throstle Nests, consists of two pasture fields in Gidlow-lane in the township of Wigan, containing about two acres and a quarter, at eight yards to the perch, let to James Knight as yearly tenant at a good yearly rent of 16*l.* to which it was raised in 1828 from 13*l.* 13*s.*

The rent has been received by Mr. Barton, and he has occasionally placed out boys of the town of Wigan apprentices, with a premium of 4*l.* with each.

It appears by Mr. Barton's accounts which he produced to us from the year 1803, that he had received 354*l.* 18*s.* 0. being 26 years rent from January 1803 to January 1828, both inclusive, and that he had paid Eight apprentice fees of 4*l.* each, amounting to 32*l.* of these apprentices three were placed out in 1810 one in 1811, one in 1827 and three in 1828. Mr. Barton is also entitled to credit for a sum of about 20*l.* for the amount of the property tax up to 1816, and of some payments on account of the poors rates. If credit be given him for this sum, there would still be due from him a balance of upwards of 300*l.*

The great irregularity which has occurred in the administration of this charity, has arisen from the embarrassed state of Mr. Barton's affairs, several years ago he became insolvent, notwithstanding which he continued very improperly to receive the rents, and, except in the years 1810 and 11, nothing was applied to the purposes of the charity from 1808 to 1827.

Mr. Barton declares that he is unable to pay in the balance now due from him, which we have reason to believe is the fact; but he has engaged to advance every year as long as he lives, until the balance is liquidated, a sufficient sum to pay for the apprenticing of 12 boys at 4*l.* each.

We are given to understand, that credit may be gi-

ven to Mr. Barton for punctually fulfilling this arrangement, but we conceive that the payments should be made to the other trustees, who should see to the proper application thereof, and that the rents should in future be received by them, and regular accounts kept as well of the money paid by Mr. Barton towards the discharge of the balance now due from him, as of the receipts and disbursements connected with the current income, and that the trustees should meet at least once or oftener every year, for the purpose of auditing the accounts, appointing the boys to be bound out apprentices, and enquiring into the characters of the masters, with whom they are to be placed.

HARDMAN'S CHARITY.

John Hardman, by his will, bearing date 27th. April 1742, and proved at Chester 6th August 1743, (as entered in a small book of abstracts relating to the charities in this parish,) bequeathed to Ralph Banks and Gerard Tarleton, 200*l.* upon trust, after the death of Alice his wife, to place the same out of so much thereof as should not be lost, in the purchase of lands or a rent charge, the yearly produce thereof to be laid out in the purchase of cloth to be made into garments for the clothing of three old men and three old women, being poor, impotent persons in and belonging to the town of Wigan, who should never have had any relief from the inhabitants of the said town.

The sum of 200*l.* above mentioned, was, together with the further sum of 404*l.* arising from various donations to the parish of Standish, lent in 1792 on a mortgage of premises in the Schöle, in Wigan, now belonging to John Hawarden. The mortgage deeds bear date 25th and 26th April 1792, and the sum of 200*l.* is thereby secured with interest at 4*l.* 15*s.* per cent, pay-

able to Elias Chadwick and his heirs, in whom it is stated the principle sum was then vested, as executor of John Latham, the executor of Ralph Banks, who was the surviving executor named in the will of John Hardman.

An abstract of the mortgage deeds will be found in our 15th report, p. 217.

The interest on this mortgage is received by Mrs. Chadwick, of Swinton near Manchester, the widow of Elias Chadwick the son of the mortgagee, and she disposes of it in the purchase of woollen coats and cloaks, which she sends to the Rev. Edward Hill, one of the curates of Wigan.

He distributes these articles amongst poor persons of the town of Wigan, frequenting the church and sacrament, but he has not strictly confined it to such persons as do not receive parochial relief, not having been aware of this provision in the testator's will. We are given to understand that Mrs. Chadwick is desirous of giving up the trouble of the trust, and in such case it seems, desirable that some proper persons of the town or neighbourhood of Wigan should be selected, to whom she should assign her interest in the mortgage above mentioned.

JAMES MOLYNEUX'S CHARITY.

The history of the origin of this charity will be found in the recitals contained in the following indentures of lease and release, and in the indenture of lease of 1764 hereafter abstracted.

By indenture of lease and release, bearing date 23rd and 24th June 1757, between the Honourable Richard Barry, one of the sons and devisee, and also the only

surviving executor of James Earl of Barrymore, of the first part, and William Ollerhead, mayor of the borough of Wigan, the Rev. Shirley Cotes, rector of Wigan, William Curghey and eleven others of the other part; reciting that the said Earl of Barrymore, with Sir Roger Bradshaigh, deceased, had given a bond, bearing date 1st May 1734, to James Ford and two others, mayor and aldermen of Wigan, for securing the sum of 100*l.* charged by the will of James Molyneux upon his estate, and made payable to the mayor and aldermen for the use of the poor of Wigan, with interest thereon, and that the said obligors were both dead, and that neither the said sum of 100*l.* or the interest thereon had been paid, but that the same remained due, amounting to the sum of 200*l.* or thereabouts, and that at a meeting of the inhabitants of the said Town on the 4th April then last, it had been unanimously agreed by the said William Ollerhead, the mayor and the rest of the inhabitants then present, to accept a conveyance from the said Richard Barry, of the premises thereafter mentioned, in trust for the poor of the said town, in full discharge of the said principal and interest; the said Richard Barry conveyed to the said William Ollerhead and others, and their heirs, a messuage or burgage situate in Wigan, in a street called Millgate, nearly opposite the end of the Wiend, then lately occupied for a public workhouse for the poor of Wigan, and another messuage or burgage and tenement, with the appurtenances in the Wiend in Wigan, called Houghton House, upon trust, to employ the yearly rents and profits thereof towards the benefit, relief, and sustentation, support and employment of the poor people, inhabitants of the said town and borough requiring relief there, in such manner as the mayor for the time being and the greater number of feoffees should see fit and necessary, and according to the directions of the will of the said James Molyneux: and it was provided, that whenever so many of the said feoffees should be dead as that eight only should survive, the survivors,

should within six months convey the said premises to three persons to the use of the said survivors and the then mayor and so many other inhabitants of the said borough and town, having lands or hereditaments within the said borough as should make up the number of twenty-five upon the like trusts; and it was further agreed, that it should be lawful for the mayor for the time being, and the feoffees, or so many of them as should be living, so as the number of nine should be living, to grant a lease or leases of the said premises or any part thereof, to any person or persons, so that such leases should not exceed the number of twenty-one years, and that in possession and not in reversion, and so that the ancient or then yearly rent should be reserved and payable at the least, and that such lease should be signed by the mayor of Wigan for the time being only, and sealed with the common seal of the said town and borough, with the consent of the mayor and the major part of the feoffees for the time being. From the original deeds produced to us by the churchwardens, it does not appear that they were ever inrolled.

The premises comprised in this conveyance, are now held under the two several leases of which the following are abstracts.

By indenture bearing date 4th October 1764, between the Rev. Shirley Cotes and five others of the parties to whom the conveyance above mentioned was made, of the first part; Thomas Barton the then mayor, and eleven others, described as aldermen of the borough and corporation of Wigan, (four of whom were also of the parties to whom the said conveyance was made,) of the second part; and John Chaddock of the third part; reciting, that James Molyneux by his will, bearing date 1st April 1706, bequeathed, after the death of his wife, his lands of inheritance, and also his leasehold messuage in the Wiend in Wigan, which he held by lease under Mr. Harvey, to Thomas Acton, Wil-

liam Baldwin, and James Acton, their heirs, executors, administrators and assigns, upon trust, to stand possessed of the same, until, out of the rents thereof, they should receive the sum of 100*l.* and that they should put forth the same at interest, or bestow the same by and with the advice of the mayor and aldermen of Wigan, upon lands of inheritance, or a rent charge in fee, and bestow the produce thereof either upon the poor inhabitants of Wigan, or binding poor children of Wigan apprentices, or both or either, as the mayor and aldermen should think meet; and further reciting, that the said 100*l.* was raised and paid to the mayor and aldermen, who had placed the same at interest on bond; and reciting the indentures of lease and release of 23rd and 24th June 1757. (omitting however the proviso as to granting leases for 21 years only); and further reciting, that at a meeting of the mayor, aldermen, and burgesses, and other inhabitants of Wigan, held 2nd June then last past, pursuant to public notice, it was agreed that the premises thereafter mentioned, should be demised in the manner thereafter mentioned; the said Thomas Barton and the nine others, parties of the first and second part, to whom the conveyance of the said premises had been made in 1757, with the privity and consent of the other parties of the first and second part, demised so far as they lawfully might, to the said John Chaddock, his executors, &c. a messuage or burgage in the Millgate in Wigan, opposite to the end of the Wiend, lately occupied as a public workhouse, with the yard, garden and appurtenances thereto belonging, and lying behind the same, containing together of land or thereabouts, be the same more or less for the term of 1,000 years from the 29th September preceding, paying yearly to the said lessors and to the mayor and aldermen of Wigan, and their successors, in trust, for the benefit of the poor inhabitants of Wigan, to be applied according to the directions of the will of James Molyneux, 7*l.* 5*s.* yearly by two equal

payments at Ladyday and Michaelmas, with a covenant on the part of the lessee to pull down the building and erect new buildings thereon, and to leave the same in good repair at the end of the term,

By indenture of the same date and between the same parties of the first and second parts, and James Bullock of the third part, reciting as in the preceding indenture, the same parties with the like consent demised to the said James Bullock, his executors, &c. the messuage, burgage and tenement in Wigan in a place called the Wiend, for a term of 1,000 years from 1st May then last, at the yearly rent of 4*l.* payable to the said lessors and to the mayor and aldermen of the borough and their successors, in trust, for the use of the poor inhabitants of Wigan, to be applied according to the directions of the will of the said James Molyneux; with a covenant on the part of the lessee, that he would at his own costs, when need should require, pull down the buildings then standing upon the premises, and erect other good and sufficient houses and buildings in the place thereof, and keep the same in repair.

By indenture of the same date, the mayor, bailiffs and burgesses of the borough of Wigan, demised to the above named John Chaddock, a Stable fronting Millgate-street and adjoining to the Messuage used as a public workhouse for 1,000 years from 29th September then last, at the yearly rent of 15*s.* payable to the said mayor, &c. and their successors, with a covenant on the part of the lessee to pull down the said stable and rebuild the same.

The last mentioned premises have been supposed to have formed part of the charity land, and accordingly the income of this charity is stated in the Table of Benefactions to be 12*l.* which would include the rent of 15*s.*; but as the premises were demised by the mayor and corporation only, and the rent was reserved to

themselves, at the very same time that, as parties to the other leases, they acknowledged that the premises comprised in them were held for charitable uses, there seems to be no doubt that those demised by the mayor and corporation only were their own property.

The interest in the lease granted by the trustees to John Chadlock, was by indenture, bearing date 20th June 1769, assigned by the assignees of the above named John Chaddock, together with his interest in the lease granted by the corporation, in consideration of 82*l.* to John Hargreaves, the father of the present possessor.

The premises consist of a public-house known by the sign of the Woolpack in Millgate-street, with a carrier's warehouse, stable and several cottages erected within the last fifteen years, together with the garden and other ground, containing about half an acre statute measure. The annual value of these premises was represented to us as being above 100*l.* but we are informed by Mr. Hargreaves, that the rents he receives from the tenants in possession amount to about 70*l.* a year; and he also states, that his father laid out a considerable sum of money in building.

The interest in the lease granted by the trustees to James Bullock is now vested in his grandson, James Bullock, who keeps a small grocer's shop, he having taken them about the year 1814, under the will of his uncle, charged with an annuity of 4*l.* per annum, for the purchase of which annuity he afterwards paid 80*l.*

The premises consist of a shop and dwelling house, with a small yard, now occupied by the said James Bullock; the buildings appear to be of a date anterior to the granting of the lease of 1764, and to have had but little money expended upon them since. The annual value is estimated at about 10*l.* but Mr. Bullock states, that before he occupied the premises himself, the rent paid by

the tenant was not more than sufficient to pay the rent reserved to the trustees and the payment of the poor's rates.

In granting these leases for terms of 1000 years, the trustees undoubtedly exceeded their powers, even if they had not been restrained by the clause in the indentures of 1757, from demising beyond the term of twenty one years; and we apprehend that a court of equity would compel the present possessors to surrender their leases, at least upon such terms, as should appear reasonable, with reference to the sums expended in the purchase of their respective leases, and the sums since laid out in improving the premises.

In respect of the rents reserved, the overseers have received from Mr. Hargreaves the yearly sum of 71. 4s. instead of 71. 5s. and from Mr. Bullock the yearly sum of 4l.

The amount has always been carried to the overseer's general account; and with respect to the rent of 71. 4s. it seems never to have been considered as applicable to any other purposes than those for which the poor's rate is collected. With respect to the rent of 4l. the overseers have been in the practice of placing out children of the township apprentices; the payments made on this account have been considered as in reference to this charity. The premiums have varied from 10s. to 3l. but the children have been selected in the same manner, and bound out according to the same forms, as parish apprentices. In taking an account of the rent received and the money disbursed, in this manner, from the year 1817, there appears to be a balance of 51. 5s. due to the charity.

As no trustees have been appointed since the first conveyance of the property in 1757, it seems desirable that steps should be taken for this purpose, and that until

this is done, the rents should be paid to the mayor for the time being, who according to the trust deed, was to act with the feoffees, to be disposed of by him for the benefit of the poor, in such manner as he shall think best; and we recommended the overseers to pay to the mayor for this purpose, the sum of 7l. 4s. which they had received from Mr. Hargreaves in July 1828.

PENNINGTON'S CHARITY.



Philippa Pennington, by her will, bearing date 11th April 1758, and proved at Chester, directed that after the death of Mary Walthew, the interest of 100l. should be applied towards binding poor children apprentice in Standishgate, Wigan, whose parents should have no relief out of the town. And she gave the interest of another 100l. to be yearly distributed amongst the poor inhabitants of Standishgate aforesaid every Christmas eve and Maunday Thursday, at the discretion of her trustees, Thomas Scott and Robert Green, and the survivor of them, and his heirs.

The amount of these legacies was placed in the hands of the late Robert Bolton, of Wigan, who gave a bond for the amount, bearing date 30th April 1794, with interest at 4 per cent, to Robert Green, the surviving executor, named in the will of the testatrix.

The management of this charity was left entirely to Robert Bolton, the obligor, in the bond above noticed, up to the time of his death in 1820. Since that period his brother, Ralph Bolton, who is one of his executors and having assets, is liable to the payment of the principal and interest on the bond, has taken the management on himself.

In respect of the first-mentioned legacy, he has dis-

tributed the sum of 4l. 10s. per annum, on the 2nd. January, amongst all the poor persons of Standishgate, without distinction, chiefly in sixpences.

In respect of the other legacy, for which he is liable to the payment of the same interest, he has from time to time placed out apprentices children of poor persons inhabitants of Standishgate, with a premium of 2l 5s. each.

Mr. Bolton had kept no account of this branch of the charity, but he produced to us the indentures, whereby six children had been bound apprentice, with premiums of 2l 5s. each, since November 1820; and he stated that he believed he had placed two others out with premiums to the same amount, whose indentures had been given up to the parties. If there are two children placed out besides those whose indentures he produced, there is now a balance of 18l. due from him to the charity.

Mr. Bolton states that this balance has arisen from a want of a sufficient number of applicants, but it seems probable that if greater publicity were given to the charity, the whole income might without difficulty be disposed of.

As it does not appear who is the person who ought to have the management of this charity, we recommended that a new bond should be given for the sum of 200l. to the rector, or some public officer in the town; that a regular account should be kept, and that the distribution of the interest of the 100l. first mentioned, should be in larger sums, and confined to such of the poor as seem most deserving, and Mr. Bolton expressed his readiness to adopt our recommendation.

BULLOCK'S CHARITY.



John Bullock, by his will, bearing date 26th March

1642, after devising to his daughter Ellen Bullock in tail, with divers remainders over, all his messuages, lands, &c. in the parishes of Saint Dunstan in the East, and Saint Botolph's in London, and in the town of Wigan, not thereinbefore devised, gave to the mayor, aldermen, and overseers of the poor of Wigan, and their successors, a yearly rent-charge of 5*l.* issuing out of all the messuages, lands, &c. above mentioned, payable quarterly, five days before each of the usual feasts, to be distributed immediately after the receipt thereof, by the said overseers and two of his nearest kinsmen, to the most needy poor inhabitants living in the said town, as they in their discretion should think fit; and a power of entry and distress was given to the said mayor, aldermen, and overseers, in case of nonpayment.

We could not obtain any further information with respect to this charity.

SALE'S CHARITY.



Ralph Sale, by his will, bearing date 27th. April 1722, devised to his wife, Hannah Sale, her executors, &c. a messuage or burgage in Wigan, paying the yearly sum of 20*s.* the lord's rent for the same, and also four groats yearly to the rector of Wigan, being the chief rent; and he thereby gave to and amongst the necessitous poor people within the Wallgate in Wigan 10*s.* to be distributed amongst them on every New Year's day.

The above-named Hannah Sale, by her will, bearing date 20th May 1726, reciting, that her husband had, by his will, bequeathed to the most necessitous poor people in the Wallgate in Wigan the sum of 10*l.* the yearly interest to be distributed amongst them every New Year's day, charged on the real estate thereafter mentioned, bequeathed to the poorest necessitous

people within the said Wallgate the sum of 5*l.* as an augmentation, the yearly interest to be paid to them by her executors every New Year's day; and she devised to William Marclew, and his heirs, the messuage, or burgage lands and hereditaments, situate in or near the Wallgate in Wigan, wherein she then dwelt, charged and chargeable with the payment of the said several sums of 10*l.* and 5*l.* and also charged with the chief rent and quit rent mentioned in her husband's will.

We have not been able to ascertain what the premises are which were charged with the charities above mentioned, or to obtain any evidence of payment. There is but one house in or near the Wallgate, in respect of which the unbroken sum of four groats is paid to the rector. This house has belonged to Sir Robert Holt Leigh for upwards of twenty five years, and we are assured by him, that he is not aware, and never heard of any charge upon the premises for charitable purposes; and that during the period he has held the property nothing has been paid on this account, or any demand made upon him. Under these circumstances we did not consider ourselves authorized to call upon him for the production of his title deeds, though he expressed his readiness to submit them to our inspection.

CHARITY OF JOHN BALDWIN, OF WIGAN.



John Baldwin, of Wigan by his will, bearing date 15th. June 1726 (and proved at Chester,) devised to his mother and her heirs, the house wherein she then lived, charged with the payment of 3*l.* a year, for the binding one poor child of some of the inhabitants of Wigan apprentice to some trade or calling, at the nomination and choice of his executor and his heirs; and he appointed his brother Thos. Baldwin, who appears to have been one of the rectors of Liverpool his sole executor.

We have not been able to obtain any information as to the premises intended to have been charged with this payment, or any proof of the annuity having ever been received. This charity seems to have had no connection with that of John Baldwin, already noticed.

FORTH'S CHARITY.



Robert Forth, by his will, bearing date 2d September 1761, and proved at Chester, after leaving several pecuniary legacies, gave all the residue of his estate to John Lowe, his heirs, executors, &c. upon trust, amongst other things, to pay and apply the sum of 20s. on the 25th. December yearly, for ever, in the purchase of religious books, to be distributed by the said John Lowe, his heirs or assigns, to the poor inhabitants of the borough and town of Wigan, at the discretion of the said John Lowe, his heirs and assigns, for ever.

We are informed that for several years, and up to December 1816, the yearly sum of 20s. was paid to Mrs. Critchley, a bookseller in Wigan, for supplying books for the poor, by the Rev. Richard Latham, who lived in the parish of Standish. We have not been able to ascertain whether he paid this money on his own account, or who is now liable to the payment.

LYON'S CHARITY.



Ann Lyon, by her will, bearing date 5th. February 1803, directed her executors, out of the sum of 200*l.* which they would be entitled to receive from John Blinkhorn, or from the owner of the White Horse premises in Standishgate, which she had some time ago sold to the said John Blinkhorn, to pay to the rector and churchwardens of Wigan, 40*l.* on trust, to place the same out

and distribute the interest yearly on the 1st. January, amongst poor householders of the township of Wigan not receiving relief.

We are informed, that the acting executor died insolvent, and that the legacy was thereby lost.

EDMUND MOLYNEUX'S CHARITY:

Edmund Molyneux, citizen of London, by his will, bearing date 8th. October 1613, (as appears from an abstract entered in a book, containing copies of different documents relating to the benefactions in this parish), devised all his lands at Canewden, in Essex, which were 20*l.* by the year rent, to be bestowed in penny bread, and given to the ancientest and poorest people at Wigan, and at Holland every Sunday, throughout the year for ever viz. at Wigan to 60; and at Holland to 30 of such poor people every Sunday, to each one penny loaf, and the remaining 10*s.* he gave to the churchwardens for their pains at both the churches, equally to be divided; and if the churchwardens should not perform this his gift according to his will, he directed that the land and the rent thereof should go to the use of a free school to be kept at Holland.

The estate in Canewden, in Essex, has been for many years under the management of the Rector and churchwardens, but it does not appear that it was ever conveyed to trustees for the uses above mentioned.

It consists of 53*A.* 2*R.* 33*P.* according to a survey taken in November 1827, and was let to John Barrington, esq. on lease, bearing date 18th. March 1806, for 21 years, from September then last, at the yearly rent of 75*l.* payable to the lessors the Honourable and Rev. George Bridgeman, the Rector; and the churchwardens of Wigan, and chapelwardens of Upholland. In 1822, it was agreed that the rent should be reduced to 65*l.*

and since the expiration of the lease, the tenant has refused to pay more than 55*l.* and a new lease at that rent was in preparation at the time of our inquiry. This is stated to be the best rent that can be obtained, as there are no buildings upon the estate, and there is consequently a difficulty in finding any other tenant willing to take it except Mr. Barrington who has the adjoining land.

Of the clear rent of this estate, two-thirds have been retained by the churchwardens of Wigan, and one-third has been paid to the chapel wardens of Upholland.

The first mentioned share has hitherto been disposed of in the purchase of bread, together with the yearly sum of 17*l.* 14*s.* paid by the overseers as the interest of Holt's charity, the particulars of which will be stated hereafter under the head of the charities of Willis and others. From this fund, 23*s.* worth of bread has been usually provided every Sunday, which, at 52 weeks in the year would amount to 59*l.* 16*s.*

This bread is made up in four-penny loaves, and given away by the churchwardens to the poor of such parts of the parish as attend Wigan church, according to a list made out by the churchwardens, upon the recommendation of any of the more respectable inhabitants. Whenever any extraordinary expenses are incurred, the quantity of bread is accordingly reduced.

It appears from the accounts laid before us by the churchwardens, that from 1822 to 1828, the receipts on the bread account were as follows.—

	£.	s.	d.
Rents from the Canewden estate from 1822 to 1826, one year at 75 <i>l.</i> and four years at 65 <i>l.</i>	335	0	0
Interest from the overseers in respect of Holt's charity, at 17 <i>l.</i> 14 <i>s.</i> or 17 <i>l.</i> 14 <i>s.</i> 6 <i>d.</i> per annum, from 1822 to 1828, inclusive.....	88	11	6
	<hr/>		
	£423	11	9

The following have been the disbursements :

	£.	s.	d.
1822. For valuation of the Canewden estate, upon the reduction of the rent and other expenses.....	11	8	5
1826. Expenses of journeys to Essex. and receipt stamp..	24	1	6
Oct. 1827. For a survey, valuation and plans of the estate, search for the will of E. Moleaux, journeys, &c.	30	0	0
Disposed of in bread for distribution in Wigan Church....	323	5	10
Paid to the churchwardens of Upholland as one third of the rent of Canewden Estate.....	107	5	3
	<hr/>		
	£496	1	0

According to this account, the church-wardens have advanced 72l. 9s. 6s. for the purposes of the charity; but credit is not given for the sum of 17l. 14s. paid by the overseers as interest in 1828, and the like sum ought to have been paid for the year 1827. There was also due at Michaelmas 1828, from the tenant of the Essex estate, two years rent, at 56l. per annum, amounting to 110l. When these arrears of rent are received, the sum of 9l. 4s. 9s. will be payable to the chapel-wardens of Upholland, to make up 126l. 10s. being one-third of 379l. 10s. the amount of the clear rent of the Essex estate in the last six years, after deducting the sum of 65l. 10s. which has been paid for expenses.

An account of the distribution of the share of this charity paid to the chapel-wardens of Upholland will be given hereafter.

CHARITIES OF MASON AND BULLOCK.

By indenture of feoffment, bearing date 1st. June 1632, between Robert Barrow and William Forster, of the first part, and Christopher Bancks and twenty-five others, described respectively as the mayor, aldermen, bailiffs and burgesses of the borough of Wigan, of the

second part; reciting, that Hugh Bulloek, of London, deceased, had given 100l. to the mayor, aldermen, &c. to be employed for the relief and benefit of the poor people inhabitants of the said town and borough; and that Henry Mason, rector of St. Andrew Undershaft, London, had given to the said mayor, aldermen, &c. 100l. more, to be employed in the same manner; and that the said mayor, &c. had contracted with Edward and Edmund Parr for the purchase of a Cottage and thirteen acres of land in Rainforth, which premises had, in consideration of the sum of 200l. been conveyed to the said R. Barrow and William Forster, to the intent that they should settle the same upon the said mayor, aldermen, &c. for the purposes aforesaid; the said R. Barrow and W. Forster granted and enfeoffed to the said Christopher Bancks and others, parties of the second part, their heirs and assigns, the premises above mentioned upon the trusts aforesaid; and the said Christopher Bancks and others covenanted to employ the same accordingly, either in binding some of the said poor people apprentices, apparrelling of some of them, employing or setting of them or some of them to work, or otherwise, as the mayor, aldermen and burgesses of Wigan should think fit; and they further covenanted that the twelve surviving feoffees should, within six months after the decease of the residue, convey the premises to the use of the said survivors, and of the mayor of Wigan and so many aldermen and burgesses as should in the whole make up the number of twenty-five, and their heirs; and it was provided, that the said mayor and aldermen and the twelve burgesses might demise the premises for any term not exceeding twenty-one years, or three lives, in possession.

By indenture of feoffment, bearing date 17th June 1689, between William Brown and two others, of the first part, and John Brighthouse and others, described respectively as mayor, recorder, aldermen, bailiffs and burgesses of the borough of Wigan, of the other part,

reciting that the above named Henry Mason, had delivered to the said Mayor, aldermen, &c. 140*l.* to be bestowed upon lands and tenements, and the profits to be employed for the relief and benefit of the poor people inhabitants of the said town and borough; and that the said mayor, aldermen &c. had contracted with James Molyneux for the purchase of a close, called the Banks alias Bangges, in Wigan, containing, by estimation, three rood lands, and also a close, called Hell Meadow, in Pemberton, for the remainder of a term of 1,000 years, which premises had in consideration of the said sum of 140*l.* been conveyed to the said William Brown and others, parties of the first part, as trustees to re-grant the same to the said mayor, aldermen, &c. the said William Brown and others granted and enfeoffed to the said John Brighouse and others, their heirs and assigns, the said close, called the Bangges, and also assigned to the said parties, their heirs and assigns, the said close called Hell Meadow, for the residue of the said term of 1,000 years, upon the same trusts, and with the same covenants, as were expressed in the indenture of feoffment of 1632 above abstracted.

In the conveyance of the above mentioned premises to William Brown and others, bearing date 10th April 1638, the lease of Hell Meadow is recited as bearing date 16th April 1600, and having been granted by Humphrey Winstanley to Roger Bradshawe, for the term of 1,000 years from the day of the date.

The freehold and leasehold premises comprised in the indentures of 1632 and 1639, have been conveyed from time to time to new trustees; and by indentures of feoffment and re-feoffment, bearing date respectively 28th August 1826, and 2d July 1828, Sir Richard Clayton, John Walmsley and Thomas Barton, as the surviving trustees of the said premises, conveyed the same to Jno. Holt and two others, and they reconveyed them to the said Sir Richard Clayton, bart. the recorder of Wigan,

Henry Bullock, the then mayor, John Walmsley, Thos. Barton, Thomas Woodcock, John Hodson Kearsley, William Eccles, Alexander Haliburton, Joseph Bevan, Thomas Hardman, Sir Robert Holt Leigh, bart. Rev. Richard Cardwell, the Hon. and Rev. George Bridgeman, James Cardwell, Robert Clayton, Hugh Gaskell, Thomas Moore, John Fisher, John Atherton, James Banks, John Fisher Moore, Samuel Newsham, Henry Robinson, John Woodcock and Thomas Roby, and their heirs, upon the same trusts as declared in the indenture of 1632.

The farm in Rainford is now held by Thomas Dean or his undertenants, under a lease of which the following is an abstract.

By indenture, bearing date 4th February 1774, between Robert Green, the then mayor, William Ollerhead, and nine others, described as burgesses of the said borough and surviving trustees of the lands and tenements thereafter mentioned, in trust, for the use of the poor of Wigan of the one part, and Thos. Barker of the other part; the said trustees, in consideration of the sum of 203*l.* demised to the said Thomas Barker, his executors, &c. a messuage or dwelling-house, with the barn, stable, shippon, and the several closes thereto belonging, situate in Rainford, called Alcock's tenement, and containing together by estimation, 18 acres of land, excepting the timber and minerals upon or under the said premises, to hold the same from 13th February then instant, as to the said closes of land (except the close called the Moss Hey for outlet), and from the 12th day of May then next as to the residue of the said premises, for the lives of the said Thomas Barker, aged thirty-three years or thereabouts; Robert Ashton the younger, the son of Robert Ashton of Adlington, weaver, aged eight years or thereabouts; and James Dean, son of John Dean of Wigan, weaver, aged sixteen years or thereabouts, and the life of the survivor of them, at

the yearly rent of 11*l.* payable to the said lessors, their heirs and assigns (in trust for the use and benefit of the poor inhabitants of and legally settled in Wigan,) every 30th August, with a covenant on the part of the lessee to keep the premises in repair, and to underwall in a workmanlike manner the south and south-east corners of the said dwellinghouse were the same was wanting, and to plant yearly during the said term, upon the said demised premises, twelve good and healthy young oak, ash, or poplar trees, or such other timber trees as would best suit the soil, and if any should die, to plant others in their stead.

The premises comprised in the lease above abstracted consist of a farmhouse with outbuildings, and 15*a.* & 2*r.* of land, and are now underlet at 40*l.* a year. We are informed that the buildings are much dilapidated, and too small for the farm; but if the sum of 50*l.* was laid out upon them, the farm would be worth as much as 50*l.* a year. The trustees have lately cut some timber on this estate, to the value of upwards of 80*l.* but it is not yet determined in what manner to dispose of the money when received.

We have not been able to ascertain for what purpose the sum of 203*l.* (the consideration money for the lease above mentioned) was required, or how it was applied.

With respect to the premises comprised in the indenture of feoffment of 1639, the Hell Meadow lies partly in the township of Wigan and partly in the township of Pemberton; the part lying in Wigan with the Bangges Closes is let to Charles Walls, as yearly tenant, at 10*l.* per annum; and the part lying in Pemberton to Jonathan Andrews, as yearly tenant, at the like rent. We are informed that these closes might be let at advanced rents, that in their present state they are worth 25*l.* a year and are capable of improvement, and that the fences and an embankment against the river requires some repairs.

For several years previous to his death, the late Jas. Hodson, Esq. who was one of the trustees, appears to have received such of the rents as were paid by the tenants, and applied the amount in binding out apprentices. We have not been able to obtain any further particulars as to his receipts or disbursement than is contained in the following account, with which we have been furnished by T. Woodcock, esq. one his executors.

	£	s.	d.
1792.			
May 7. To a year's rent of Hell Meadow, per Mitton.	9	0	0
June 28. To a year's rent of Rainford Estate, per Barker.	11	0	0
1793.			
Feb. 13. Hell Meadow rent, per Mitton	9	0	0
Dec. 31. ... Do do	9	0	0
1795.			
May 22. ... Do do	14	10	0
1796.			
Dec. 9. ... Do per Ns. Moore	14	10	0
1799.			
Oct. 18. ... Do do	12	12	0
1820.			
Jan. 12. To two year's rent of Rainford estate per Dean.	22	0	0
1821.			
To cash from Andrews and Walls Tenants of Bangs and Hell Meadows.....	14	6	5
1822.			
Do Do	5	9	2
1823.			
Do Do	17	9	3
1824.			
Do Do	17	0	7
1825.			
Do Do	17	8	10
1826.			
Do Do	17	5	0
1827.			
Do Do	16	9	9
		207	0 11
Balance	54	14	3
	£.	261	15 2

	£.	s.	d.
1791. By balance of account settled.....	22	7	2
1792. By fees for five apprentices bound out.....	15	15	0
1794. By one do.....	3	8	0
1795. By two do.....	6	6	0
1796. By one do.....	3	3	0
1797. By five do.....	15	15	0
1798. By three do.....	9	9	0
1799. By four do.....	12	12	0
1801. By one do.....	3	3	0
1818. By ten do.....	31	10	9
1819. By ten do.....	31	10	0
1820. By five do.....	15	15	0
1821. By six do.....	18	18	0
1822. By nine do.....	28	7	0
1823. By five do.....	15	15	0
1824. By eight do.....	25	4	0
1827. By one do.....	3	3	0
	£.	261	15 2

Balance overpaid, and due to the residuary }
 legatee of James Hodson, Esq: deceased. } 54 14 3

From this account it appears that Mr. Hodson received no rent in respect of the Rainhill estate subsequently to January 1820, so that in August 1828, there was an arrear of nine years rent due to the charity. Henry Bullock, esquire, who had accepted the office of mayor at Michaelmas 1827, finding these arrears were due, directed application to be made to Mr. Dean, who now holds the estate, and he received 8*l.* for the arrears due in August 1827. At the time of our inquiry September 1828, this sum was in Mr. Bullock's hands and he proposed to pay thereout 45*l.* 13*s.* 1*d.* which was due to Mr. Grimshaw, for preparing the last trust deeds and other business relating to the charity, and to call a meeting of the trustees to determine upon the mode of disposing of the residue for the benefit of the poor of Wigan. It was not known at that period that there was a balance due to the executors of Mr. Hodson, but the money which will be received from the fall of timber will be more than sufficient to pay this balance.

TOWNSHIP OF ABRAM.

DUCKENFIELD'S CHARITY.

An account of this charity, in respect of which, the overseer of Abram receives the yearly sum of 1*l.* 12*s.* will be found in a subsequent part of this Report, under the head of the township of Hindley.

This sum is laid out, with the other charities for this township as hereafter stated.

THOMAS CROOK'S CHARITY.

The history of this charity, with an abstract of the will of Thomas Crook, dated in 1688, will be found in our 11th Report, p. 334.

The yearly sum of 1*l.* given by the testator to the poor of this township, to be distributed by his two sons, their heirs and assigns, and by the overseers, every Easter-eve, is received and carried to the same account and disposed of in the same manner as the produce of the other charities hereafter mentioned.

CHARITIES OF ABIGAIL CROOK, AND OTHERS.



In the Parliamentary Returns of 1786, it is stated that Abigail Crook gave to the poor of Abram 12*l.* and that Thomas Ince gave 40*l.* and that several other persons gave sums, amounting with those above mentioned, to 94*l.* 10*s.* which sum, with 10*s.* given by the township, was laid out in land.

The only deeds produced to us relative to these charities were indentures of lease and release, bearing date 4th and 5th February 1765, in which it is recited, that by indenture of bargain and sale, bearing date 21st April 1726, between Thomas Culcheth, the heir of Robert Culcheth, of the one part, and Thomas Richardson, and three others, of the other part, the said Thomas Culcheth, in consideration of 95*l.* conveyed to the said Thomas Richardson and others, and their heirs, a messuage and tenement in Abram, and the several closes thereto belonging, called the Further and the Nearer Croft, containing by estimation, 1*a.* & 1*r.* upon trust, to dispose of the rents and profits thereof to the use of the impotent poor of Abram, the purchase money being made out of the several gifts and legacies to the use of the poor of Abram.

It is also recited, that there was endorsed upon the indenture of bargain and sale a schedule of the benefactions laid out in the above purchase, and a provision, that upon the death of any two of the trustees, the survivors should convey to themselves and two other sub-

stantial inhabitants or freeholders of the township of Abram.

New trustees were appointed in 1797, of whom Jas. Bevan is the only survivor. A new deed has been lately prepared for the conveyance of the said premises to Philip Newton, John Whitley, Richard Bevan, and Adam Chadwick, and their heirs. In this deed it is recited, that the wife of the said James Bevan had built upon part of the Further Croft a school house; and the premises, comprising a messuage and tenement, with the two closes called the Further and Nearer Croft, and a plot of land, part of the south side of the Nearer Croft, fronting the highway, and containing 128 square yards, some years ago demised by the trustees of John Dobb, for a long term of years, at the improved rent of 20s. per annum, and also the school and school-house built as thereinbefore recited, are thereby conveyed, upon trust, to apply the rents and profits of all the said premises, except the said school and school-house, to the use of the impotent poor of Abram, and to use the said school and school-house for the religious instruction of the poor children of the impotent poor of Abram in the principles of the church of England.

The premises belonging to the charity consist of,—

1.—Two cottages, now held by William Henry Webb at the yearly rent of 11. These cottages were built, about the year 1810, by John Dobb, who sold his interest to Mr. Webb, the present possessor. It does not appear whether any lease was granted to John Dobb, or what interest he had in the premises. If the terms of the agreement with Mr. Dobb cannot be ascertained, it seems right that the trustees should immediately take steps for determining the present tenancy, and granting, to Mr. Webb, a lease of the premises for such a period as with reference to the expense incurred in the buildings should appear reasonable. The value of the cottages is estimated at 81, a year.

2.—Three small cottages let to three several yearly tenants, Joshua Dixon, Jane Oaks, and Richard Wilcocks, at the respective yearly rents of 1*l.* 2*s.* and 2*l.* 2*s.*

3.—The school and dwelling house built on the charity estate in 1824, by Mrs. Bevan of Lowton at her own expense. These premises are occupied rent free by a person who is appointed by the township to teach school, and for the use thereof 10*s.* is paid yearly to the charity from the overseers accounts.

4.—About one acre and a quarter of land, including a garden let to John Livesey as yearly tenant at 1*l.* 10*s.* per annum.

Except with regard to the premises first mentioned, these are considered as fair rents.

The income derived from these rents after the payment of any expenses incurred in repairs, is added to the produce of the other charities for this township, and a portion of Guest's charity received from the rector, and the amount is laid out in the purchase of linen and blankets by Mr. Bevan, who distributes these articles with the assistance of the overseers and other inhabitants, at the school, on the first Thursday in March, amongst such poor persons of the township as are thought the most proper objects. No distinction is made whether they receive parochial relief or not; 85 persons partook of this charity in March 1828. The benefit thereof is sometimes extended to a greater number, by taking from the poor persons a small payment, in proportion to the price of the article delivered to them.

In March 1828 there was a balance in Mr. Bevan's hands of 12*l.* 12*s.* 6*d.* out of which there was to be paid the expense of the new trust deed.

NEWTON'S CHARITY.

In the parliamentary returns of 1786, it is stated that William Newton in 1724 bequeathed 10*l.* for woollen cloth for the poor of this township.

This legacy appears to have been lent to the trustees of the woollen stock charity at Ashton, in the parish of Winwick; 6*s.* 6*d.* is paid yearly by the above mentioned trustees as the interest thereof, and carried to the same account as the other charities above mentioned.

This township is also entitled to partake of the charities of John Guest, Edmund Molyneux and Edward Holt, noticed under the head of the township of Wigan, and of Richardson's charity noticed under the head of the township of Ince in this parish.

TOWNSHIP OF ASPULL.

SCHOOL.

The following, which appear to be the only deeds in existence relative to this school, were produced to us by Thomas Grimshaw, esq. a solicitor in Wigan.

By indentures of lease and release, bearing date 16th. and 17th December 1790, and inrolled in the high court of chancery, between James Lucas, the nephew and heir of Richard Lucas, deceased, of the first part; James Wood, the elder, of the second, and Robert Holt Leigh James Wood the younger and six others, since deceased, of the third part; the said James Lucas, and James Wood the elder, conveyed to the said Robert Holt Leigh and others and their heirs, a messuage or dwelling-house on the south side of Aspull Moor, called the school-house with the building adjoining thereto on the east, used for

a school; a close called the school croft; containing by estimation, half an acre at eight yards to the perch; and another close on the south side of the said messuage, called the school close, containing, by estimation, one acre and three quarters, like measure, with a right of entry on a close called the meadow, at the back of the school, formerly the inheritance of the said Richard Lucas, for the purpose of repairing the said premises; on trust, to permit the school house to be occupied by the schoolmaster for the time being, to instruct the children of the inhabitants of Aspull only, and out of the rents of the said closes, to repair the premises, and to pay the remainder to the said master for the time being, such schoolmaster to be elected by the trustees, or the major part of them, upon condition that if he should appear not able to teach the children in Latin, English, writing or accounts, as the major part of the trustees should direct, or should be negligent or conduct himself otherwise than the trustees should reasonably require, the trustees for the time being might detain the residue of the rent and eject such master from the said school and house; and liberty was given to the trustees for the time being, to lease the school closes for any term not exceeding twenty one years, for the best rent that could be obtained; and it was provided that whenever the number of trustees should be reduced to three, the survivors should convey the premises to the use of themselves and six other trustees, being members of the church of England.

As there are now only two trustees surviving, a new appointment ought to take place, according to the provisions in the indentures above abstracted.

The trust premises, consisting of the school and school house, which are supposed to have been built about sixty years ago by voluntary subscription, with a garden and the two closes called the school close and school croft, containing about two acres, at eight yards to the perch, are occupied by the schoolmaster, rent free.

There is also a sum of 20l. in the hands of Mr. James Wood, which he received from the late John Hodson Kearsley, esq. and which is supposed to have been given by one Leyland, when the school was built, for the benefit of the schoolmaster for the time being.

For this sum Mr. Wood pays 20s. annually to the schoolmaster.

The master, who was appointed about eleven years ago by the three trustees who were then living, takes all the children of the township on the payment of a small quarterage, the amount of which was determined by the trustees at the time of his appointment. He teaches English, writing and accounts. At the time of our inquiry, he had forty scholars.

HOUGHTON'S CHARITY.

In the parliamentary returns of 1786, it is stated that Mr. Houghton gave 100l. to the poor of Aspull, then in the hands of James Hodson.

The yearly sum of 5l. is paid by James Alexander Hodson, esq. and is supposed to be charged upon an estate belonging to him at Kirk Lees, in this township.

Every good Friday and St. Thomas's day, the overseers attend at the office of Mr. Hodson's Colliery, and they receive the sum of 50s. on each of those days, which they distribute there, equally, amongst fifty poor persons of the township not receiving weekly relief.

HODKINSON'S CHARITY.

In the parliamentary returns it is also stated, that the sum of 10l. given by James Hodkinson, was in the hands of James Wood.

Mr. Wood states that he received this sum from John Hodson Kearsley, esq. He pays 10s. yearly as the interest thereof, and has hitherto disposed of it in money or in calico to two very aged women of the township of Aspull.

An account of Guest's, Holt's and Edmond Molyneux's charities, to a share of which this township is entitled, will be found amongst those for the township of Wigan.

TOWNSHIP OF BILLINGE CHAPEL END.

SCHOOL.

There is in this township a school, which was built in the year 1819, by subscription, for the benefit of the chapelry of Billinge, comprising the township of Billinge Chapel End, or Lower End, and part of the township of Winstanley. About the same period, the use of an old school adjoining a house in which the schoolmaster for the time being resided, was given up to the master.

The schoolmaster was appointed by the minister and parish officers; and in addition to the advantages of the dwelling house and old school above mentioned, and of the school erected in 1819, he receives from Eddleston's charity, hereafter mentioned, the yearly sum of 10*l.* 10*s.* A rent of 5*l.* is nominally reserved in respect of the new school, but the payment is dispensed with in consideration of the master teaching the Sunday scholars. For the rest of his emoluments, he instructs ten children free, and seven others for one-half of the usual charge. These children have been appointed by the trustees of Eddleston's charity, or their agent, and have been selected generally from the chapelry of Billinge.

EDDLESTON'S CHARITY



John Edleston, by his will, bearing date 14th June 1672, and proved at Chester, devised his messuage and tenement, with the appurtenances, in Billinge, and all his lands in Billinge, to Nathaniel Molyneux, John Green of Aspull, Thos Cooper, John Green of Atherton, Nicholas Withington, and George Withington, and their heirs, on trust, to dispose of the profits thereof, after payment of his debts and legacies, and after the death of his aunt, Jane Fairclough, towards the maintenance of a pious and orthodox minister to officiate in the chapel of Billinge, and towards the maintenance of a school-master at the school of Billinge, as also for and towards the relief of the necessitous poor people within the township of Billinge; and he directed that his trustees and their heirs should dispose of the profits of the premises to such minister, schoolmaster and necessitous poor, by such shares, proportions, and in such quality, nature, manner and form, as to their judgment and discretion should seem meet and convenient, and as in their judgments they might from time to time apprehend and conceive the said minister, school-master and necessitous poor to be most deserving of, and the necessity of each for the time being might require.

By indentures of lease and release, bearing date 1st and 2d January 1752; reciting, that by an order of the court of chancery of the county palatine of Lancaster, bearing date 7th December 1692, it was ordered, that Thomas Bankes, Henry Orrett, and three others, inhabitants within or near the chapelry of Billinge, should be trustees of the charity given by John Edleston, and that Nathaniel Molyneux and two others should convey the charity estates to them; and reciting that no such conveyance had been executed, or, if there had been, that the said Henry Orrett was the survivor;

Sir Moor Molyneux heir of the said Nathaniel Molyneux, and Peter Orrett, heir of the said Henry Orrett, conveyed the premises, formerly the inheritance of John Edleston, to William Bankes and six others, their heirs and assigns, upon the trusts declared in the said will.

Upon the said indenture is endorsed a memorandum that the premises were subject not only to a yearly fee farm rent of 20s. payable to Jno. Blackburn and his heirs, but also to a liberty for them to get stone in a quarry, called Grindlestone Delph, lying within the same estate, and also to have slate stone, if any should be gotten within the premises, upon such terms and for such uses as were more particularly expressed in an indenture, dated 1st December 1640, being the purchase deed of the said estate by Humphrey Edleston from William Blackburn.

By indentures of lease and release, bearing date 2nd and 3d March 1804, between Edward Leigh of the one part, and Meyrick Bankes, Edward Wilbraham Bootle Robert Holt Leigh, the Rev Frederick William Holme, Thomas Woodcock and Nehemiah Cowley, of the other part; reciting the will of John Edleston, and the decree of the Court of Chancery of the county palatine of Lancaster, and the indenture of 1752, and several other indentures, by which it appeared that the premises were then vested in the said Edward Leigh, as the surviving trustee; the said Edward Leigh conveyed the said premises to the use of himself and the other parties thereto, upon the trusts declared in the will of John Edleston; and it was provided that upon the death of any one or more of the trustees, the survivors should elect others residing within or near the chapel of Billinge, so as to make up the number of seven, and should convey the premises accordingly.

Of the trustees above named, Edward Leigh, Meyrick Bankes and Nehemiah Cowley are now dead.

Mr. Daniel Briden, as the agent of the late Meyrick Bankes, esquire, has of late years kept the accounts of this charity.

The estate consists of a dwelling house and about 14 acres of land, at eight yards to the perch, of which 9 or 10 acres only are in a state of cultivation, the residue being covered with the refuse of a stone quarry. The property is in the occupation of the Rev. Samuel Hall, the minister of the chapelry, nominally at the rent of 42*l* which is stated to be the fair annual value; but the trustees have reserved to themselves the right of working or letting the stone quarries. Considerable improvements have been made upon the premises by Mr. Hall, since he came to the living in 1813, at his own expense.

The stone quarry is let to Thomas Mather, as yearly tenant, at a fair rent of 50*l*.

Since 1818, when Mr Briden commenced keeping the accounts of this charity, there has been no meeting of trustees, and he has received no instructions for making any alterations in the mode of applying the charity; he has consequently pursued the same mode of applying the rents as had been pursued previously, and in fact, no alteration appears to have taken place since 1787.

According to this system, the incumbent of the chapelry for the time being has had the whole benefit of the house and land, and the rent of the stone quarry has been applied in the manner following:

	£.	s.	d.
There is paid to Sir William Gerard, who purchased the Blackley Hurst Estate, formerly the property of Jno. Blackburne, a chief rent of 20 <i>s</i>	1	0	0
To the master of the endowed school in Billinge Chapel End.....	10	10	0
To the master of the endowed school in Billinge Higher End.....	10	10	0
To the overseer of Billinge Chapel End, to be distributed to the poor.....	13	0	0
And the overseer of Billinge Higher End, the like sum of	13	0	0

(The distribution of these respective sums of £13. will be noticed hereafter.)

The residue, after the payment of some occasional expenses of small amount, has been allowed to accumulate. In the year 1818, Mr. Briden received from his predecessor a balance of 35*l.* 18*s.* 6*d.* and in April 1828 he had in hand a balance of 55*l.* 5*s.* 6*d.*

Of this sum part might be beneficially applied in the appointment of some persons as trustees, who reside in the neighbourhood, and are likely to attend to the concerns of the charity.

POOR'S STOCK.



In the parliamentary returns of 1786, it is stated, that Elizabeth Oakes and other persons bequeathed, for the benefit of the poor of this township, various small sums amounting to 23*l.* 5*s.* then vested in the overseers, producing yearly 11*l.* 8*s.* 3*d.*

The yearly sum of 11*l.* 3*s.* 4*d.* is paid from the overseers account, and added to the yearly sums of 13*l.* paid to the overseer from Edleston charity, and of 18*s.* paid in respect of Bankes's charity hereafter mentioned.

This money is laid out in the purchase of woollen and linen cloth, and distributed in January, by the overseer, amongst the poor of the township of Billinge Chapel End, not receiving weekly relief.

POOR'S COTTAGE.



By indenture, bearing date 15th May 1799, Henry Birchall and others, devisees, in trust, for the sale of certain estates left by the will of William Birchall, in consideration of 57*l.* conveyed to the Rev. Richard Carr, minister of Billinge Chapel, John Mather chapelwarden, and Henry Sephton, overseer of Billinge, and

their successors in office, a messuage or dwelling-house near Billinge Chapel, in trust, to apply the rents and profits thereof for the use and benefit of such poor house-keepers as should belong to Billinge Chapel End, and not receive any weekly relief.

It is supposed that of the above mentioned sum 40*l.* was left to the poor by one Okill, and that the residue was an accumulation of interest.

The house mentioned in this indenture is let to Betty Berry, as yearly tenant, at a good rent of 4*l.* a year.

The amount of the rent was formerly disposed of by the incumbent for the time being, in linen, which was distributed to the poor of this township, but no distribution took place from 1821 to 1827.

The Rev. Samuel Hall states, that in 1821, having been informed that the cottage required 20*l.* to be laid out in repairs, he suspended the distribution of linen, and suffered the rent to accumulate till 1827. He then found that the expense of the repairs which were required amounted only to 5*l.* 16*s.* 7*d.* These repairs being completed and paid for, he laid out 23*l.* 7*s.* 3*d.* in the purchase of a quantity of jackets, trowsers and caps, for boys, which he had an opportunity of procuring at a cheap rate, with the intention of distributing them to the poor. After this purchase was made, he could not find a sufficient number of boys whom he thought qualified to receive them, and he accordingly had, in September 1828, sixteen sets of clothing of the description above mentioned on his hands, and a balance of 5*l.* 1*s.* 2*d.* in money, having charged himself with the sum of 7*l.* 12*s.* 6*d.* as interest at four per cent on the money which had accumulated.

It seems desirable that a regular system of distribution should be resumed.

DONOR UNKNOWN



In the parliamentary returns of 1786, it is stated, that some person gave a sum of money producing 2*l.* 12*s.* per annum for bread to the poor of this township, then vested in William Bankes.

We have not been able to obtain any further account of the origin of this charity, but the yearly sum of 2*l.* 12*s.* is paid in respect thereof by Mr. D. Briden, and charged to the account of the trustess of the real estate of Meyrick Bankes, esq. a minor. This sum is laid out in the purchase of two shillings worth of bread every alternate Sunday, which is distributed at the chapel, to poor persons of the chapelry, which, as already mentioned, comprises the township of Billinge Chapel End, and part of the township of Winstanley.

BANKES'S CHARITY.



William Bankes, by a codicil to his will, bearing date 27th April 1775, left 20*l.* to each of the townships of the Higher and Lower End of Billinge, the interest to be divided on Saint Thomas's day, yearly.

The yearly sum of 18*s.* is paid to the overseer of each of the above mentioned townships by Mr. Daniel Briden, on account of the real estate of Meyrick Bankes, esq. a minor.

The sum paid to the overseer of Billinge Chapel or Lower End is disposed of, with the interest of the poor's stock, and other charities as above mentioned.

The distribution of the sum paid to the overseer of Billinge Higher End will be noticed amongst the charities for that township.

This township is also entitled to partake of the charities of Edmund Molyneux and John Guest mentioned under the head of the township of Wigan, and of Bisham's charities, the particulars of which are stated under the head of the Township of Upholland.

TOWNSHIP OF BILLINGE HIGHER END. SCHOOL.

There is a school, with a dwelling-house and garden adjoining, at a place called Brownlow, in this township.

These premises have, for many years, been occupied by successive schoolmasters appointed by the freeholders of the township.

The schoolmaster for the time being has also had the liberty of letting, for his own benefit, a cottage, which is supposed formerly to have been the schoolhouse, with a garden and a small croft, worth together about 5*l.* a year; and the sum of 10*l.* 10*s.* per annum has been paid to the schoolmaster from Eddleston's charity, as stated in the preceding account for the charities for Billinge Chapel End.

On account of these emoluments, the late master, who died about March 1828, taught ten children of the township free. At the time of our enquiry (September 1828) the school was taught by a person who had been provided by the relations of the late master, but no new appointment had taken place. The average number of scholars has been about forty or fifty.

DIGMORE ESTATE.

There is in Upholland a tenement consisting of a house and outbuildings and about 1 acre and a quarter

of land, at eight yards to the perch, called Digmore, the rents of which have, as long as can be remembered, been applied for the benefit of the poor of the township of Billinge Higher End.

It is not known from whose benefaction this property was derived, nor could we discover that there were any deeds in existence relating thereto.

The property is now let to Jane Tyrer, as yearly tenant, at a good rent of 10*l.* per annum. The amount of the rent has been usually applied, with 13*l.* derived from Eddleston's charity, and 18*s.* from Bankes's charity, in the purchase of cloth and linen, which has been distributed amongst the poor of the township, on St. Thomas' day, in quantities varying from one yard and a half to ten yards. The distribution is generally confined to such of the poor as do not receive weekly relief.

Previously to the year 1817, the overseer for the time being appears to have had the sole management of this charity, the letting of the land, the receipt and disposition of the rents, and the keeping of the accounts. In 1818, the overseer having failed in accounting for the rents he had received, Mr. John Holt, at the request of some of the inhabitants, undertook to keep the accounts of this charity, and of the money received from Eddleston's and Bankes's charities; but the overseer from the time being has continued to receive the rent of the Digmore property and the payments from the other charities above mentioned; and linen and woollen cloth have been purchased partly by him and partly by Mr. Holt.

In 1825 there was in the hands of Mr. Holt, a balance of 12*l.* 12*s.* 5*d.* In the same year Thomas Knowles was appointed overseer, and continued in office till March 1828. In June 1828, an account was settled in respect of these charities between him and Mr. Holt, from which it appears that Thomas Knowles had received, during the three years he was in office,

Two years rent of the Digmore Land.....	20	0	0
Payments from Eddleston's Charity for three years.....	39	0	0
Interest of Bankes's charity, for ditto	2	14	0
	<hr/>		61 14 0

Out of this sum he made the following payments:—

In linen and cloth, which was distributed in December 1825	16	5	6
ditto	17	12	6
do. 1826	20	0	0
And in 1828, he paid to Mr Holt two sums of 10l. each....	<hr/>		53 18 0
Leaving a balance in Knowles's hands of....	7	16	0
	<hr/>		61 14 0

At Christmas 1828, Mr. Holt provided linen and cloth to the amount of 19l. 12s. 5d. which was distributed, as usual, on St. Thomas's day. The Draper's bill had not been paid at the commencement of our inquiry, September 1828, but it was paid previously to our leaving the town of Wigan.

The sums applicable to the purchase of cloth, for distribution on St. Thomas's day 1828, were, at the time of our inquiry, as follows :

Balance in the hands of Thomas Knowles, which he promised to pay as soon as he was able	7	16	0
Balance in the hands of Mr. Holt, 12l. 12s. 5d. and 7s. 7d. part of the 20l. received by him from Thomas Knowles ...	13	0	0
One year's rent of the Digmore land, received by Richard Boardman, the present overseer	10	0	0
	<hr/>		30 16 0

We conceive that the whole of this money ought to be disposed of for the benefit of the poor immediately, and that in future the current rents and payments from the other charities ought to be regularly disposed of every year. It seems also particularly desirable that the inhabitants of the township should appoint some persons to act with the overseer in the management of this charity, or should require an annual statement of the accounts.

EDDLESTON'S AND BANKES'S CHARITIES.



The particulars of these charities will be found among those for the preceding township of Billinge Chapel end.

This township is also entitled to partake of the charities of Edmund Molyneux and John Guest, mentioned under the head of the township of Wigan and of Bispham's charities, the particulars of which are mentioned under the head of the township of Upholland.

TOWNSHIP OF DALTON.

LATHAM'S CHARITY.



The particulars of the charity founded by the will of Peter Latham, bearing date 2nd April 1700, will be found in our 15th Report, p. 129.

The share of the rents applicable to this township is laid out by Mr. Richard Prescott, of Dalton, one of the trustees in the purchase of linen, which is distributed by him with the assistance of such of the inhabitants as choose to attend. The distribution is confined to poor housekeepers not receiving relief, and each person receives from eight to twenty-four yards of linen, according to their apparent wants.

ASHHURST'S CHARITY.



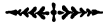
In the parliamentary returns of 1786, it is stated, that Thomas Ashhurst gave a rent charge of *l.* 5*s.* to the poor of this township, then paid by the owner of Ashhurst Hall.

We were informed that there were persons living whose parents had received clothing from the tenant of the estate above mentioned, but the evidence appeared much too slight to support any claim at the present time.

An account of the charities of Edmund Molyneux and John Guest, in which this township is entitled to partake, will be found under the head of the township of Wigan.

TOWNSHIP OF HAIGH.

SCHOOL.



Miles Turner, by his will, bearing date 15th October 1634, as recited in the indenture hereafter abstracted directed that after his debts, funeral expenses and legacies were discharged, the overplus of his estate, if any should be divided into three parts, two parts whereof should be bestowed upon the highways in Haigh, or upon the poor within the said township, according to the direction of his master, Roger Bradshaigh, esq.

By indenture of lease and release, bearing date 30th April, and 1st May 1767, between Matthew Smith and nine others, inhabitants or freeholders within the township of Haigh, of the first part; Sir Roger Bradshaigh of the second part; and the Rev. John Chisnell and eight others of the third part; reciting the will of Miles Turner; and that the said Roger Bradshaigh, esq. named in the said will, with the principal inhabitants of the said township, had met soon after the death of the testator, to consider of the most beneficial means of disposing of the money which had been paid by the testator's executors to the said Roger Bradshaigh, and had directed that the same should be laid out in the purchase of land, the yearly rents and profits thereof to be applied for the maintenance of a schoolmaster, for the teaching

of such children whose parents should be inhabitants of or possessed of lands or tenements, or contributed to the lays in the said township of Haigh; and that the said Roger Bradshaigh had accordingly laid out the same in the purchase of the messuage or tenement, with the lands thereto belonging, in Billinge, called Outley-snape, which premises were by indenture, bearing date 14th August 1739, (intended for 1639) conveyed to the use of the said Roger Bradshaigh; and that the yearly rents and profits thereof had ever since, which was then upwards of 120 years, been yearly applied to the maintenance of a schoolmaster for the teaching of such children as aforesaid; and further reciting, that by indenture, bearing date 14th. December 1746, Henry Latham and the said Sir Roger Bradshaigh, conveyed the said premises to Benjamin Cooper and others, and their heirs, upon trust, that they would, as soon as conveniently might be, recommend to the said Sir Roger Bradshaigh and his heirs, a proper person to be schoolmaster, at the school of Haigh, in the room of the then late schoolmaster, such master to be approved by the said Sir Roger Bradshaigh, and his heirs, in writing, before he should be placed in the said school; and that after such recommendation and approbation the said trustees should dispose of so much of the rents and profits of the said premises, as would be sufficient for the purpose, in keeping the said school in good repair, and should pay all the residue thereof to the schoolmaster for the time being, so recommended and approved, for the teaching of such of the children within the said township, whose parents should be inhabitants of or have any lands or tenements, or contribute to the lays in the said township; and it was provided, that as often as any seven or more of the trustees for the time being should die, the survivors or survivor should recommend to the said Sir Roger Bradshaigh, and his heirs other fit and proper persons to be elected in the room of those that should be dead; and that the said premises

should be conveyed to the use of such new elected trustees, being approved by the said Sir Roger Bradshaigh, and his heirs; and further reciting, that the parties of the first part, the then surviving trustees named in the indenture last recited, had recommended to Sir Roger Bradshaigh, the said John Chisnell, and others, parties of the third part, as fit persons to be elected in the room of the deceased trustees, and that the said Sir Roger Bradshaigh had duly approved of them; the said Matthew Smith, and others, parties of the first part, conveyed the said premises in Billinge, to the use of themselves, and the parties of the third part, their heirs and assigns, upon the same trusts, and with the like provision as to the appointment of new trustees; and it was further provided, that if any schoolmaster should be negligent in the discharge of his duty, or should be thought incapable, or not a fit and proper person to be schoolmaster, or otherwise misbehave himself, it should be lawful for the said Sir Roger Bradshaigh, and his heirs, notwithstanding such schoolmaster should have obtained his approbation as aforesaid, to remove him; and it was further provided, that the said trustees should not at any time thereafter charge, convey, or employ the said premises, or the rents and profits thereof, to any other use or purpose than as aforesaid, without the consent of the said Sir Roger Bradshaigh, and his heirs, first had, in writing, in the presence of two or more credible witnesses; and it was agreed between the parties that the said trustees, or such of them as conveniently could, should meet every 24th June, with the said Sir Roger Bradshaigh, and his heirs, to consult together for the better management of the trusts thereby created, and that at such annual meeting they should produce their accounts; and that two persons should be chosen annually, the one by Sir Roger Bradshaigh, and the other by the trustees, to be collectors of the rents and profits.

The endowment of the school at Haigh appears to have been augmented by Dame Dorothy Bradshaigh, who gave 100l. for that purpose, as appears from a bond produced to us by Thomas Grimshaw, esq. a solicitor in Wigan, bearing date 9th June 1702, granted by Alexander Lindsey Earl of Balcarres, to William Porter, John Hart, Roger Grimshaw, William Chamberlain, and Thomas Entwisle, (five of the trustees named in the indentures above abstracted,) and James Lord Lindsey, described as trustees for the school of Haigh, for securing the sum of 100l. which is therein expressed to be a donation of the late Dame Dorothy Bradshaigh, for the benefit of the school at Haigh, with interest at four and a half per cent.

All the parties to the indentures of 1767 are dead, and no subsequent appointment of trustees has taken place.

The estate at Billinge, which was purchased in 1639, consists of a farm house with outbuildings, and ten acres of land, at eight yards to the perch, now let to Sir William Gerard, bart. as yearly tenant, at a good rent of 50l. per annum.

This farm has for many years been let by the Agents of the late and the present Earls of Balcarres, the rents have been received by them and entered in the general rental of their estate, the expenses of repairs having been charged to this account in the same manner as if the farm was part of the estates belonging to that family.

About the year 1796, the present schoolmaster was appointed by three of the trustees named in the indentures of 1767. He has had the use of a school and dwelling house with a shippon and garden adjoining, belonging to the Earls of Balcarres, and from the time of his appointment he has received from the agents of the Earl of Balcarres for the time being a yearly salary of 20l. and we understand that the same salary was paid to his predecessor.

It is probable that when the present master was first appointed, the clear income of the school, after deducting the expenses of repairing the house and farm buildings in Billinge, and the school and school-house, did not much exceed 20*l.* a year. The Billinge estate was then let at 25*l.* per annum, so that with the interest at four and a half per cent on the sum of 100*l.* secured by the bond of Alexander Earl of Balcarres, the gross income amounted to 29*l.* 10*s.* From 1800 to 1812 each inclusive, the rent was 30*l.* per annum. From 1813 to the present time it has been 50*l.*

Considering the situation in which the Earls of Balcarres have stood, with respect to this charity, that their agents have received the rents, that the accounts of the receipts and disbursements in respect of the farm in Billinge have been kept with the accounts of the estate, and that a fixed salary has been paid by them to the schoolmaster, without reference to the increase of the income, we conceive that the present Earl though until the period of our inquiry he was undoubtedly in total ignorance with respect to the endowment of the school, is nevertheless accountable as well for the interest on the bond given by his late father, as for the clear rents of the Billinge estate as if he and his father had been actually trustees of the charity. It seems right, however, that a reasonable allowance should be made for the expenses incurred in the repairs of the buildings, in Billinge, though it is impossible now to obtain a particular account thereof, and also an allowance for the rent, or at least for the repairs of the school premises in haigh.

Upon these principles, we have made out an account, with the assistance of Henry Gaskell, esq. Lord Balcarres's solicitor, of which the following is the result:

	£.	s.	d.
Rents of the farm in Billinge, from 1793 to 1827, inclusive...	1,315	0	0
Interest on bond at 4½ per cent, during 32 years, which period it is in evidence that the Schoolmaster has not received any interest otherwise than as it might have formed part of his salary of £20.....	144	0	0
	1,459 0 0		
	£.	s.	d.
Payment to Schoolmaster, at 20 <i>l.</i> per annum	700	0	0
Property Tax.....	42	17	6
Repairs of farm calculated at 5 <i>l.</i> a year.....	175	0	0
Do of School Premises, at 2 <i>l.</i> a year....	70	0	0
Rent of School premises, at 8 <i>l.</i> a year for the 15 years.....	120	0	0
	1,107 17 6		
Balance	351	2	6
	£.1,459 0 0		

Out of the sum of 351*l.* 2*s.* 6*d.* for which the Earl of Balcarres is ready to account, it seems expedient that a sufficient sum should be paid for the repairs of the farm house in Billinge, which it is estimated will cost above 100*l.* and also the necessary expenses of a new trust deed, the schoolmaster having agreed to accept 50*l.* out of the balance in full of all demands, it is proposed to place out the residue at interest for the benefit of the school.

As soon as new trustees are appointed, which it is intended should be done immediately, fresh security ought to be given to them for the sum of 100*l.* for which Lord Balcarres is liable; the amount of the rent to be paid for the school-house should be fixed; and it ought to be considered whether some regulations may not be made for extending the benefit of the school, so that the poor children of Haigh may be better instructed in writing and accounts without any charge to their parents, in consideration of the increased income to which the schoolmaster will be entitled.

He now instructs in reading all the children belonging to the township of Haigh free, and he teaches them writing two months in the year; the average number of free scholars is about 70.

RECEPTACLE.

By indenture of bargain and sale, bearing date 14th July 1775, and inrolled in the High court of Chancery, between Dame Dorothy Bradshaigh, of the one part, and Sir Richard Clayton, baronet, Roger Palmer and Geoffry Hornby, of the other part, reciting that the same Dame Dorothy Bradshaigh had lately erected, at her own cost, a building in Haigh, called the Receptacle, being a house divided into 10 dwellings, each consisting of one room on the groundfloor, with a pantry adjoining, and one chamber over the same; and had also allotted ground adjoining thereof, for a little garden to each of the said dwellings, all which premises, including the fences thereto, contained 160 feet by 116; she intending the same to be for ever thereafter appropriated and used as an almshouse, in the manner hereinafter mentioned; the said Dame Dorothy Bradshaigh granted to the said Sir Richard Clayton, Roger Palmer and Geoffry Hornby, their heirs and assigns, her reversion or remainder expectant on the death of Elizabeth Dalrymple without issue, of and in the said receptacle or almshouse, and the said parcel of ground allotted thereto, in trust, that the same might for ever thereafter be appropriated and used as an almshouse for the reception, habitation and maintenance of 20 poor persons of both sexes, or of either sex, residing in the several townships of Haigh, Wigan, Blackrod and Aspull, or in any of them, if so many proper objects should, from time to time, as vacancies should occur, be found therein; and if so many proper objects should not be found therein, then from such other townships or places as the nominators to the said charity, and their successors, should from time to time think fit to name and appoint, subject to such rules

and regulations as were expressed therein; and it was declared, that the sole right and power of nominating and placing poor persons in the said receptacle, and of expelling, dismissing, removing, visiting and ordering, by themselves and their Agents, the said poor persons in all things concerning their behaviour in the said houses, whilst they should continue members thereof, and of abridging and stopping their stipend or pay for misbehaviour, disobedience or other offences against the rules of the said house, and for keeping in good repair the said house and premises, and for such other matters as were or should be committed to their care and trust concerning the said charity, should, after the death of the said Dame Dorothy Bradshaigh, be vested in and belong to such person or persons as should, for the time being, be the owner or owners of the manor or Lordship of Haigh, and it was provided, that if at any time thereafter it should happen that there should be only one acting trustee surviving, such survivor might, with the rector of Winwick for the time being, nominate such two other persons as they should think fit, to be trustees of the said charity, in writing, to be signed by them and attested by two credible witnesses, the heirs of the trustees appointed by the said Dame Dorothy Bradshaigh having always the preference, if they should choose to act under the said trust; and it was further provided, that when any vacancy should happen in the said receptacle, if the same should not be filled up within two months next after notice in writing, signed by one of the said trustees, and given to the owner or owners of the said manor, or left at the mansion house of Haigh, it should be lawful for the said trustees to fill up the same according to the rules aforesaid, within ten days after the expiration of the said two months.

The said Dame Dorothy Bradshaigh, by her will, bearing date 28th July 1780, directed that a sum of 3000*l.* (which was, by the will of her late husband, Sir Roger Bradshaigh, charged upon the Haigh estate, and

bequeathed to her, and for the raising of which sum he devised the said estate to trustees for a term of 1000 years,) with all the interest which should be due at the time of her decease, should be raised by the trustees named in her husband's will, and paid to her executors, who should lay out the same on government security or mortgage of lands, to be approved of by the Hon. and Rev. John Stanley, and his successors, rectors of Winwick; and she gave to the said John Stanley and his successors, the interest and produce of the same sum, upon trust, to pay and distribute thereout, yearly, so much as should be sufficient to make good any deficiencies as should happen in repairing, supplying, and carrying on the receptacle or almshouse lately founded by the testatrix in Haigh, and to distribute the surplus to the charitable purposes therein mentioned; and by a codicil to her said will, bearing date 6th May 1784, the said testatrix gave particular directions in what manner the interest of 1000*l.* part of the said 3000*l.* should be applied.

By indenture, bearing date 3rd March 1787, Sir William Henry Ashurst, the surviving devisee in trust under the will of the said Sir Roger Bradshaigh of the term of 1000 years, by the direction of Alexander Earl of Balcarres, assigned the said term of 1000 years to Elbrough Woodcock, of Lincoln's Inn, redeemable by the person entitled to the inheritance of the said estate, expectant on the determination of the said term, on payment of the sum of 5000*l.* with interest. In this indenture it is recited, that the bequest in the will of the said Dame Dorothy Bradshaigh of the sum of 3000*l.* which was charged on the manor and estate of Haigh, was void by the statute of mortmain, and that the same therefore sunk into the residue of her personal estate, which she had bequeathed to Elizabeth Palmer; and that the premises, which, during the life of the said Dame Dorothy Bradshaigh, and since her death, had been used as the

almshouse, was part of the estate at Haigh, which, by the will of the said Sir Roger Bradshaigh, was devised to the then Countess of Balcarres for her life: it is also recited, that the said Elizabeth Palmer was desirous of confirming the disposition made by the will and codicil of the said Dame Dorothy Bradshaigh, and that the said Earl and Countess of Balcarres being also willing that the said charitable purpose should be carried into effect, had consented that the said house at Haigh with the appurtenances, should thenceforth continue and be used as an almshouse; and the said Earl of Balcarres having paid out of his own money the sum of 2000*l.* to the said Roger Palmer and Geoffry Hornby, the acting executors under the will of the said Dame Dorothy Bradshaigh the said Elizabeth Palmer covenanted with the said Earl and Countess of Balcarres, that 2000*l.* only, part of the 3000*l.* above mentioned, should be raised by mortgage of the Haigh estate, and that 1000*l.* residue thereof, should not at any time thereafter be raised, so long as the persons entitled to the freehold of the said estate should permit the said house to be used as an almshouse, and that if the person who should at any time thereafter be entitled to the fee-simple and inheritance of the said premises used as an almshouse, should convey the same to the said Roger Palmer and Geoffry Hornby, their heirs and assigns, for the use of the said charity, the estate should from thenceforth be wholly discharged from the payment of the said sum of 1000*l.* The assignment of the said term was in consideration that the said Earl of Balcarres had, by the direction of the said Elizabeth Palmer, paid to the said Roger Palmer and Geoffry Hornby the sum of 2000*l.* in full satisfaction 2000*l.* part of the said legacy of 3000*l.* and the further sum of 3000*l.* to three persons therein named, legatees under the will of Sir Roger Bradshaigh.

By Indenture of bargain and sale, bearing date 16th. March 1811, and inrolled in the High court of Chancery, between Alexander Earl of Balcarres, Elizabeth

Bradshaigh Countess of Balcarres, his wife, formerly Elizabeth Dalrymple, and James Lord Lindsey, eldest son of the said Countess of Balcarres, of the first part; William Henry Ashurst, eldest son and heir at law of Sir William Henry Ashurst, of the second part, Robert Holt Leigh, of the third part; Joseph Budworth and Elizabeth his wife, formerly Elizabeth Palmer, of the fourth part; Roger Palmer and the Rev. Geoffrey Hornby, rector of Winwick, of the fifth part; and the Hon. and Rev. George Bridgeman, rector of Wigan, of the sixth part; reciting the will of Sir Roger Bradshaigh, the indenture of bargain and sale, of 14th July 1775, the will and codicil of Dame Dorothy Bradshaigh, the assignment of the term of 1000 years to Elbrough Woodcock, and two subsequent assignments of the said term, whereby the same became vested in the said Robert Holt Leigh,; and also reciting, that by virtue of certain indentures of lease and release, bearing date 23rd and 24th July 1804, and a recovery suffered in pursuance thereof the said Earl and Countess of Balcarres, and Lord Lindsey, were empowered, during their joint lives, by any deed attested by two credible witnesses, to limit and appoint the equitable estate in fee-simple of the said almshouse or receptacle, and the gardens &c. thereto belonging, the legal estate being vested in the said William Henry Ashurst, as the heir of the surviving devisee, in trust, under the will of the said Sir Roger Bradshaigh, the said Earl and Countess of Balcarres, and Lord Lindsey, in order that the estate of Haigh might be for ever exonerated from the said sum of 1000l. part of the said 3000l. at the request of the said Joseph and Elizabeth Budworth, limited and appointed, and the said William Henry Ashurst, at the like request, and by the direction of the said Earl and Countess of Balcarres and Lord Lindsay, bargained and sold to the said Roger Palmer and Geoffrey Hornby, their heirs and assigns, the said house at Haigh, called the Almshouse or the Receptacle, and the gardens and appurtenances, upon the same

trusts and purposes, and under the same rules and regulations as were contained in the said recited indenture of bargain and sale of 14th July 1775, concerning the reversion thereof expectant upon the decease of the said Countess of Balcarres without issue, and the said Robert Holt Leigh, at the like request and direction, being well satisfied that the remainder of the estates comprised in the term of 1,000 years was a sufficient security to him, assigned to the said George Bridgeman, his executors, &c. the said almshouse, &c. for the residue of the said term of 1,000 years, upon trust, to attend the inheritance.

The sum of 2,000l. appears to have been laid out in the purchase of 4,555l. 8s. 8d. three per cent consols, which stock now stands in the names of the Hon. and Rev. George Bridgeman, and the Rev. James John Hornby, producing the yearly dividends to the amount of 136l. 13s. 2d. per annum.

From the year 1810 the dividends (2s. yearly have been deducted for postage,) have been received by Mr. Willm. Wiswell, of Billinge, and all the disbursements on account of the charity have been made by him. He was first employed for this purpose by the Hon. and Rev. George Bridgeman, for whom he acted as steward, and who was probably requested to undertake the management of the charity by the late Rev. Geoffrey Hornby, rector of Winwick. In 1824, Mr. Wiswell ceased to act as steward to Mr. Bridgeman, and he then submitted his accounts of this charity to Mr. Bridgeman's solicitor, who examined them and informed him that the Rev. James John Hornby, the then rector of Winwick was the sole trustee of the charity. Mr. Wiswell then applied to Mr. Hornby, and he was requested by him to continue to act for him in the same manner as, under the directions of Mr. Bridgeman, he had done up to that period.

Previously to the year 1816 when the property tax was taken off, the income amounted to 122l. 19s. 10d. per annum, out of this Mr. Wiswell paid.—

	£.	s.	d.
To each of the 20 Alms-people 1l. a quarter per annum...	80	0	0
To a Chaplain per annum.....	10	0	0
To an Apothecary, for attending the alms-people, a yearly salary of.....	10	0	0
	<hr/>		
	£100	0	0

Out of the residue he paid the expenses of repairing the almshouses, and whatever surplus remained he distributed amongst the inmates, chiefly to those who were sick, as he thought best, the directions given him by Mr. Bridgeman having been to apply the surplus for the benefit of any of the almspeople who happened to be sick or in any other works of charity.

Since 1816 a similar mode of application has been pursued. The annual payments during the last six years have been as follows :—

Allowances to the Alms-people.....	80	0	0
The Rev. E. Hill, his salary, as chaplain.....	10	0	0
Payments made to an apothecary for Medicine and attendance, as charged by him instead of a yearly salary about..	12	0	0
Repairs, upon an average, about.....	5	0	0
Money given to the almspeople in cases of sickness, about	1	10	0
	<hr/>		
	£.108	0	0

It appears from Mr Wiswell's accounts which he produced to us, that in 1816 there was a balance of 150l. due to him, but that this debt was gradually liquidated and there was, in September 1818, a balance in his hands amounting to 221l. 13s. 6d. His accounts have not been examined by Mr. Hornby or any other person since they were submitted to Mr Bridgeman's solicitor, on the occasion above mentioned.

The almspeople are appointed by the Earl of Balcarras, as the owner of the manor or lordship of Haigh; of those who now receive the benefit of the charity, all were resident in or belonging to the township of Haigh at the time of their appointment, except two or three who were chosen from the township of Wigan and one from Aspull. There are now 10 men and 10 women in the almshouses including three married couples. The buildings are in good repair, and there is appropriated to each tenement a small plot of garden.

With reference to the power of control and management of the funds of this charity, the following observations occur:—

Upon referring to the deed executed by Dame Dorothy Bradshaigh in 1775, it appears that she thereby intended to constitute Sir Richard Clayton, Roger Palmer and Geoffrey Hornby, trustees for the purpose of holding the legal estate in the almshouses, without any power of interfering in the concerns of the charity, unless upon a vacancy occurring amongst the almspeople it should not be filled up within the space of two months. But by her will she gave the rector of Winwick for the time being the entire disposal of the funds which she intended as the endowment of the almshouses. By the deeds of 1787 and 1811, the equity of redemption of the site of the almshouses was conveyed to Roger Palmer and the Rev. Geoffrey Hornby and their heirs, upon the trusts, and subject to the regulations contained in the deed of 1775; and the legal estate for a term of a 1000 years was conveyed to the Hon. and Rev. Geo. Bridgeman, in whom the term is still vested, in trust, for the heir of the Rev. Geoffrey Hornby, who survived his co-trustee Mr. Palmer; it seems, therefore, that in conformity with the regulations contained in the deed of 1775, the heir of the Rev. Geoffrey Hornby ought to convey to three such persons as he, with the rector, should approve

The sum of 2000*l.* was paid to the above named Roger Palmer and Geoffrey Hornby, the acting executors of Dame Dorothy Bradshigh, in satisfaction of the legacy of 3000*l.* which she intended to leave them. It seems therefore that they took the sum of 2000*l.* upon the trusts declared in her will, viz. to lay it out on such security as should be approved of by the rector of Winwick for the time being, and upon trust to permit the rector of Winwick for the time being to receive the yearly produce and dispose of it for the support of the almshouses and the maintenance of the inmates, and to distribute the surplus, if any, to other charitable purposes. The power thereof of disposing of the funds of this charity, is, as we conceive, vested in the Rev. James John Hornby, and his successors, as rectors of Winwick, and it appears to us that he ought to direct and superintend the application of the income and to examine the accounts.

With regard to the balance now in the hands of Mr. Wiswell, it may perhaps be reasonable that some portion should be allowed him for his trouble, and for which he has hitherto made no charge.

It will also be for the consideration of Mr. Hornby, whether the remainder of the balance in hand should be invested in augmentation of the principal, or laid out for the benefit of the persons now resident in the almshouses.

KINDSLEY'S CHARITY.



In a book belonging to this township there is an entry apparently made about the year 1790, stating that Ellen Kindsley gave for the benefit of the poor of Haigh, 1*l.* yearly, to be received off an estate in Whittington-lane, in Aspull, in the possession of James Middlehurst.

The yearly sum of *l.* is now paid by Peter Hilton, in respect of a farm in Whittington, rented by him of Sir Robert Holt Leigh, who ~~was~~ informed purchased it of James Middlehurst, ~~subject~~ to this charge.

Till 1828 this sum has been distributed every Easter Tuesday, with other money as hereafter mentioned, under the head of the charities of Greaves and others. In 1828 this sum was carried to the poor's rate with the intention of disposing of it for the benefit of the poor when the interest of the charities should be paid.

CHARITY OF GREAVES AND OTHERS.

By indenture bearing date 1st May 1767, between Sir Roger Bradshaigh, baronet, of the first part; James Pilkington, the personal representative of Ralph Greaves Andrew Knowles and Alice his wife, who was the personal representative of James Monk, Harry Vause, an infant, the heir of Ralph Vause, thereafter mentioned, and Robert Leigh the surviving executor of the will of William Higham, of the second part, and William Porter and six others, free-holders and inhabitants of Haigh, of the third part; reciting, that Ralph Greaves, by his will, bearing date 16th November 1696, gave to James Pilkington and Matthew Rycroft 20*l.* to be placed out, the interest thereof to be from time to time disposed of for and towards the binding apprentices poor children within Haigh, and in case at any time there should be no child or children who should stand in need thereof, for the use and benefit of the most impotent poor within Haigh, at the discretion of his said trustees, or the survivor of them, and his heirs; that James Monk, by his will, bearing date 9th October 1728, gave to the poor of Haigh 20*l.* the yearly interest thereof to be applied in buying cloth or towards the binding of children apprentices, as his executors Ralph Vause and Ralph Winstanley, their heirs and assigns, should think most needful;

that William Higham, by his will bearing date 22d May, 1729, gave to the poor of Haigh 20l: the yearly interest to be from time to time applied for and towards clothing some poor inhabitants in Haigh with linen or woollen, as his executors, Ralph Winstanley and Robert Leigh, their heirs and assigns, should think most convenient; and that the said Sir Roger Bradshaigh had given 20l. and his wife, Lady Bradshaigh the further sum of 20l. towards augmenting the said poor stock, which said sums were also to be placed forth, and continued at interest upon the trusts thereafter mentioned; and reciting that it had been agreed that the said three legacies, together with a sum of 5l. theretofore given by the Bradshaigh family should be lodged with or vested in the said trustees for the purposes in the respective wills mentioned; the said James Pilkington and others, parties of the second part, according to their respective interests therein, assigned to the said William Porter and others, parties of the third part, their executors &c. the said three legacies of 20l. amounting in the whole to 60l. upon trust, to place forth and continue the same at interest upon such good securities as they should think most advisable, and to pay and distribute the interest for and towards binding of poor children of and belonging to the said township of Haigh apprentices, and for and towards clothing of poor people within and belonging to the said township, with linen or woollen as they should think most proper, and for and towards the relief of the most impotent poor within and belonging to the said township of Haigh, agreeable to the true intent of the said several wills; and it was declared and agreed that the said William Porter and others, parties of the third part, their executors &c. should be possessed of the said two sums of 20l. paid to them by the said Sir Roger and Lady Bradshaigh, upon trust, to place forth and continue the same at interest upon such securities as they should think proper, and the yearly produce thereof to apply or distribute unto or for the use and benefit of such

of the poor inhabitants of and belonging to the said township of Haigh, and in such manner and form as the said trustees, and the survivor of them, with the consent of the said Sir Roger and Lady Bradshaigh, should think most suitable and beneficial for the same poor persons ; and it was provided, that when the trustees should by death be reduced to five, the survivors should within three months meet at some convenient place in Haigh, two days notice thereof being given to the principal inhabitants of the township, and with the approbation of the inhabitants then present, elect four other proper and substantial freeholders within Haigh, to be trustees in the place of those deceased.

By indenture, bearing date 4th March 1791, reciting the indenture above abstracted, and that the several legacies and sums therein mentioned, amounting to 105l. were placed at interest with Robert Pennington, of Wigan, on a bond of even date therewith, William Porter and three others, all since deceased, assigned the said securities to Peter Grimshaw and seven others therein named, of whom George Barton is the only survivor, upon the trusts declared in the indenture of 1767.

The bond above referred to which was given to Wm. Porter, Roger Grimshaw, John Hart and Henry Lowe, for securing the payment of 105l. with lawful interest, bearing even date with the deed, was produced to us with the indentures above abstracted, by Thomas Grimshaw, esq. solicitor, of Wigan.

The interest on this bond was paid by Robert Pennington, during his life, and after his death, till about the year 1818, by Mr. R. Grimshaw, solicitor, of Wigan. We were informed by Mr. Thomas Radcliffe, of Haigh, who frequently acted as overseer about this period, that he was told by Mr. Roger Grimshaw in 1818, that he had received the money secured by the above mentioned bond from Mr. Pennington's family, and that he wished

to keep it in his hands; that after some time this proposal was agreed to, and Mr. R. Grimshaw gave a promissory note for the sum of 100l.

It further appears that about the year 1818, there were unsettled accounts between Mr. Grimshaw and the persons who were employed by the Earl of Balcarres in the management of his collieries or iron works, that the overseers of Haigh relied in great measure upon Lord Balcarres's agents for the money left in Mr. Grimshaw's hands, and to the year 1824, 5l. as the interest of 100l. was paid at the office of the person who acted as clerk for Lord Balcarres's iron works. Since the death of the late Earl Balcarres in 1825, no interest has been received.

There seems to be no sufficient evidence to show that the late Lord Balcarres or his agents, ever became responsible for the money left in Mr. R. Grimshaw's hands, and we are informed that Mr. R. Grimshaw was, in 1818, and from that period up to the time of his death, indebted to Lord Balcarres to a considerable amount; that there is no chance of this debt being liquidated, or of any sum being recoverable for the benefit of the charity.

The interest when paid was laid out, together with the yearly sum of 1l. derived from Kindsley's charity and a portion of Guest's charity, in the purchase of linen cloth, which was given away on Easter Tuesday to poor persons of the township, whether they receive parochial relief or not.

For the years 1826 and 1827, no interest having been received on the sum of 100l. 5l. was in each year paid out of the poor's rate, and laid out in like manner, in the expectation that it would be eventually repaid; but in 1828 no distribution took place.

POOR'S STOCK.

By indenture, bearing date 29th September 1744, between Sir Roger Bradshaigh, bart. of the one part, and Roger Bradshaigh esq. his son and heir, William Curghey, the Rev. Benjamin Cooper, and nine others, inhabitants or freeholders within Haigh, of the other part; reciting, that several persons had given to the poor of Haigh 65l. which with 3l. the interest thereof, making 68l. 5s. was in the hands of Sir Roger Bradshaigh, the said Roger Bradshaigh, esq. and others acknowledged that they had received the said sum of 68l. 5s. from the said Sir Roger, and covenanted that the same should be laid out and the yearly interest applied for such uses for the poor of Haigh as the said parties thereto, with the churchwarden and overseer of the poor for the time being should approve.

We have not been able to obtain any further information as to the money above mentioned.

GRIMSHAW'S CHARITY.

James Grimshaw, by his Will, bearing date 12th. February 1822, bequeathed 40l. (part of a principal sum of 200l. bequeathed to him by Peter Grimshaw, and then in the hands of John Hodson, esq. at interest), after the death of his brother's widow, to the overseer of the poor for the time being of the township of Haigh, in trust, for the use of the poor of the said township, pursuant to the directions of his late brother's will.

The above mentioned sum of 40l. is in the hands of Thomas Grimshaw, esq. who is ready to give security for the amount.

The sum of 7l. 14s. has been paid as the interest of this sum up to 18th May 1828. The amount has been carried to the account of the poor rates, with the intention however, as we are informed by the overseer, of disposing of it as soon as it should be ascertained in what manner it was directed to be applied, which at the time of our inquiry was not known.

This township is also entitled to partake of the charities of Edmund Molyneux, Guest and Holt, mentioned under the head of the township of Wigan.

TOWNSHIP OF HINDLEY

LOW SCHOOL.

There is in the township of Hindley a school, with the following inscription thereon.

“ This school was built by the gift of Mrs. Mary Abram, widow, whose soul I trust triumpheth now amongst the Just. A. D. 1622. ”

A dwellinghouse for the master adjoins the school, and there are three small closes, containing about one acre and a quarter of land, at eight yards to the perch; all which premises are occupied by the master rent free.

There is also the sum of 150l. secured by bond given by the corporation of Liverpool, bearing date 12th May 1787, with interest at 4½ per cent, given to Ralph Peters, Robert Holt Leigh, and four others, as “ Trustees of and for Low School in Hindley.

We have not been able to discover any deeds relating to the foundation or endowment of this school, nor does it appear that the persons described as trustees have acted under any formal appointment.

This school is further endowed with the yearly sum of 1*l.* charged upon an estate in Alston by the will of Thomas Crook, as stated in our eleventh report, p. 335 and with the yearly sum of 1*l.* charged by Francis Duckenfield on land at Mobberly, as more particularly mentioned hereafter under a distinct head.

The present master was appointed by two of the persons described as trustees in the bond given by the corporation of Liverpool.

In addition to the advantages he derives from the occupation of the house and land above mentioned, he receives.—

	£.	s.	d.
From the Corporation of Liverpool, interest.....	7	10	0
William Clough in respect of Crooks charity.....	1	0	0
The Agent of Wilbraham Egerton Esq. in respect of Duckenfield's charity	1	0	0

All the children of the township (which is co- extensive with the chapelry of Hindley) are admitted upon the payment of 2*s.* 6*d.* and are taught reading free.

For instruction in writing and arithmetic, and in Latin if required, the master makes his own charge.

There are upwards of thirty scholars upon an average in the school.

SUNDAY SCHOOL.

There are three cottages which, together with a school room, were built by subscription on land given, as we are informed, for the purpose of a Sunday School, by the Marquis of Stafford. One of these cottages is occupied by a master who teaches one of the Sunday Schools, there being three within the chapelry, and the other two cottages are let by the treasurer, at rents amounting to about 10*l.* which are applied in aid of the funds collected by voluntary contributions for the support of the Sunday Schools.

DUCKENFIELD'S CHARITY.

By indenture bearing date 29th September 1662, as appears from an entry in a book containing copies of documents relating to the endowment of Hindley chapel, between Frances Duckenfield, alias Croston, widow, of the one part, and Richard Hilton, and nine others, of the other part, the said Frances Duckenfield granted and conveyed to the said Richard Hilton and others, and their heirs, four closes in Mobberly, in the county of Chester, called the Smithy Field, the Kiln Croft, and the Two Cow Leys, containing, by estimation, 14 acres, large measure, on trust, after her decease, to employ the rents in the manner following; viz. 50s. yearly for the minister of Hindley chapel, so as he should be elected or approved by the said trustees for the time being, by any two or more godly neighbouring ministers and by the greater number of the householders and masters of families in Hindley, and so that the said F. Duckenfield, her heirs and assigns, with their families and servants dwelling within the said chapelry, should have some convenient pew in the chapel; and she directed that in default or during a vacancy of such minister, and in case of refusal of such pew, the said sum of 50s. should be employed towards the better maintenance of poor aged and needy householders in Hindley and Abram, not able to maintain their families, and who should attend church or chapel, and of poor destitute children, and for binding them apprentices, as the said trustees should think fit, so as the same should not abridge such poor people of their ordinary relief; and upon further trust, to pay the yearly sum of 4*l.* for the relief of such poor aged, needy and impotent householders, in Hindley and Abram, as should be unable to maintain their families, and should neither beg themselves nor suffer their children to do so, and also of poor orphan children, and for the binding them apprentices, at

the discretion of the said trustees, so that the same should not abridge their ordinary relief; and upon further trust to pay 20*s.* to the master of the free school in Hindley, for the augmentation of his salary, and to pay the remainder of the rents to her grand-daughter, Ann Atkinson, her heirs and assigns; and it was provided, that when any six of the said trustees should be dead, or oftener, the survivors should, within six months, convey the trust premises to the use of themselves and six or more substantial persons, upon the trusts aforesaid; and it was agreed that the said trustees should, yearly, on **Easter Monday**, meet to give an account of their receipts and disbursements.

It does not appear that any subsequent deeds have been executed for the purpose of vesting the estate in new trustees; but James Bevan, esq. Nicholas Marsh and James Mackay, are considered as the trustees of this charity.

The yearly sum of 4*t.* given to the poor of Hindley and Abram, is paid by the Agent of Wilbraham Eger-ton, esq. and this sum is divided in the proportion of 2*l.* 8*s.* to the former township, and 1*l.* 12*s.* to the latter

The sum of 2*l.* 8*s.* is laid out in linen cloth, with other charities, on New Year's day, which is given to the poor not receiving regular weekly pay, three yards and a half to a woman, and four yards and a half to a man.

The yearly sum of 50*s.* given to the minister of Hindley chapel, is paid to certain persons who are in possession of the benefice, under a sentence of sequestration.

CHARITIES OF COLLIER AND OTHERS.



By Indenture, bearing date 24th February 1824, between John Walmsley, the elder, of the one part, and

John Walmsley, the younger, Sir Robert Holt Leigh, Peter Ditchfield, John Pennington, John Hargreaves, Charles Ditchfield, Henry Battersby, Charles Battersby, and Richard Pennington, of the other part; reciting indentures of lease and release, bearing date 28th and 29th February 1776, whereby Thomas Needham conveyed to the said John Walmsley, the elder, and others, the premises therein mentioned, and also transferred to them the several sums of money therein mentioned, in trust, for the benefit of the minister of Hindley Chapel, and several other sums of money, amounting to 100*l.* upon trust, for the benefit of the poor of Hindley, with a covenant that when the trustees should be reduced to three, the survivors should choose so many others as would make up the number six or more; and further reciting, that the several sums which had been assigned for the benefit of the poor of Hindley had been called in and lent to Ralph Peters, at interest, at five per cent, and the amount was then due from his executors; the said John Walmsley, the elder, conveyed the premises mentioned in the said recited indentures, and transferred the several sums given for the benefit of the minister of Hindley Chapel to the said John Walmsley and others, and also assigned the said sum of 100*l.* due from the executors of Ralph Peters on the following trusts; viz. to dispose of the yearly interest of 60*l.* according to the directions of the wills of Randall Collier and Mary Collier, for the buying of linen cloth for the use of such poor people inhabiting within the township of Hindley as they should think fit, the same to be distributed at Hindley Chapel on New Year's day, yearly; the interest of 10*l.* according to the will of Randall Collier, to the use of the trustees for the time being, to be equally divided amongst them, on the 1st, January, yearly, and the interest of 30*l.* according to the wills of Edward Green and Robert Cooper, amongst the poor people within Hindley; and it was provided that new trustees should be appointed from time to time, as declared in the said recited indentures of 1776.

Interest on the sum of 100*l.* above mentioned is paid by Ralph Peters, esq. of Southport, son of the late Ralph Peters, and the amount is disposed of in linen cloth, with the produce of Duckenfield's charity and a portion of the produce of Guest's charity, as before mentioned.

This township is also entitled to partake of the charities of Edmund Molyneux and Holt, of which, as well as of Guest's charity above mentioned, an account is given under the head of the township of Wigan; and of Richardson's charity, mentioned under the head of the township of Ince.

TOWNSHIP OF INCE.

WALMESLEY'S CHARITY.



John Walmesley, by his will, bearing date 18th January 1726, as recited in the following deed, gave 100*l.* to his son John Walmesley, Thomas Sarjent and Thomas Sarjent, jun. on trust to lay out the same at interest or in purchasing a yearly rent charge or an estate, and to apply the proceeds either in the purchase of linen to be distributed on the 25th. December yearly amongst poor necessitous persons, settled inhabitants of Ince, or to distribute the interest amongst them, or for putting out poor children, settled inhabitants of Ince, apprentices, as the trustees for the time being should think fit; and he directed that his said trustees should choose two or more inhabitants of Ince to be trustees with them, and that when there should be but three trustees living, they should elect two or more to be added to and act with themselves.

By deed poll, bearing date 12th March 1797, reciting the will of the said John Walmsley, and further reciting an appointment of trustees by deed poll, bearing date 6th January 1775, John Walmsley, the then survivor, appointed Ralph Peters and six others to be trustees with him.

A draft of a deed was prepared in 1819, whereby John Walmsley the elder, appointed John Walmsley the younger, the Hon. and Rev. George Bridgeman, William Anderton, George Caldwell, William Gidlow, and——Shuttleworth to be trustees with him, but no deed has yet been executed for the appointment of these parties.

The sum of 100*l.* is in the hands of John Walmsley, Esq. of Bath, who many years ago gave a bond for the amount, with interest at four per cent, to the then trustees, all of whom are now dead. The interest is paid by Peter Ditchfield, who acts as agent to Mr. Walmsley for his property in Ince and Hindley.

The amount is disposed of by the overseers in linen, which is generally distributed at Candlemas every alternate year, to about 60 poor persons of the township not receiving regular relief.

WHITTLE'S CHARITY.



Peter Whittle, by his will, bearing date 11th of May 1727, and proved at Chester, gave to George Green, Miles Seddon and others a yearly rent-charge of 40*s.* clear of all deductions, payable yearly at Christmas, and issuing out of his messuage and dwelling-house and the lands thereto belonging, situate in Ince, which he devised to his wife during her life or widowhood, with remainders over, and amongst others to the sons and daughters of Thomas Rothwell successively in tail, and ultimately to his own right heirs, upon trust, to be distributed at the discretion of the said George Green and Miles Seddon and their heirs, to and amongst the impotent poor in the township of Ince, with a power of distress in case of nonpayment.

Till within the last four or five years the yearly sum of 2*l.* 10*s.* was received by the overseer of the town-

ship of Ince in respect of a close called Filleyhey, which forms part of an estate in Ince, called Rothwells, now belonging to Thomas Leigh, esq. of Lyme, and the amount was distributed in small sums to the poor the day before Christmas day.

For the last four or five years Mr. Leigh's agent has declined continuing the payment without some proof of the origin thereof. Unless there should be any doubt as to the identity of the lands mentioned in the will of Peter Whittle there seems to be no ground for disputing the payment of 40*s.* yearly.

We have not been able to discover any explanation of the payment of the additional sum of 10*s.*

RICHARDSON'S CHARITY.



Under the name of Richardson's charity, a distribution takes place annually, on the feast of the Ascension, of five loads of oatmeal, each load weighing 240*lbs.* Three loads are given to the poor of the township of Ince one to the poor of Abram and the other to the poor of Hindley.

The meal is provided by Mr. Cowley of Widnes, the owner of an estate in Ince, formerly the property of Edward Richardson, who, we are informed, directed by his will, that this distribution should be made for 50 years from the time of his death.

In the parliamentary returns of 1786 the year 1784 is given as the date of this benefaction.

Mr. Cowley has himself had the disposal of the charity.

COLLIER'S CHARITY.



In the Parliamentary Returns of 1786, it is stated, that Mary Collier in 1684 left 20*l.* which was then in

the hands of Ralph Green and Matthew Seddon, producing 1*l.* a year. We could not obtain any further particulars of this charity, unless the yearly sum of 20*s.* which was sent annually by the late Mrs. Auderton to the overseer on Saint Stephen's day, to be distributed to the poor, is to be referred to this charity.

The same payment has been continued since her death which took place about ten or twelve years ago, by her son, but it has been generally considered a voluntary donation.

This township is also entitled to partake of the charities of Edmund Molyneux, Guest and Holt noticed under the head of the township of Wigun.

TOWNSHIP OF ORRELL

CHARITIES OF LEIGH AND OTHERS.



In the Parliamentary Returns of 1786, it is stated that

	£.	s.	d.
Jane Leigh, by deed in 1707, gave to the poor....	10	0	0
William Naylor ditto	8	0	0
And Peter Parr ditto	4	0	0

These several sums are therein stated to be vested in Robert Holt Leigh producing 1*l.* 1*s.* per annum.

In the same returns it is stated, that Ann Sandford, by will in 1746, gave to the poor 25*l.* then vested in the Rev. Thomas Holme, and producing 1*l.* 5*s.* per annum.

The amount of the yearly sums above mentioned is still paid, but not in the same proportions; the yearly sum of 1*l.* is received by the overseers from the Agent of Sir Robert Holt Leigh, and the yearly sum of 1*l.* 7*s.* from Mr. Briden; who acts as agent for the trustees of Meyrick Bankes, esq. a minor.

There is also paid out of the poor rates the yearly sum of 5s. as Widow Nailor's charity.

These several sums, amounting to 2*l.* 12*s.* per annum are distributed on St. Thomas's day with the produce of the following charity.

HOLT'S CHARITY.

In the parliamentary returns it is further stated, that ——— Holt in 1723 gave, by will, to the poor of Orrell land then vested in ——— Livesay, and producing per annum 2*l.* 10*s.*

The yearly sum of 2*l.* 10*s.* is paid by Mr. Robert Daghish, an agent for the estate of John Clark, a bankrupt.

The property in respect of which this payment is made consists of about four acres of land in Orrell, with some cottages thereon, called crossbrook, which Mr. Clarke purchased of one Livesay.

This sum is added to that of 2*l.* 12*s.* derived from the preceding charities, and the amount is distributed on St. Thomas's day by the overseer, with the assistance of two or three other inhabitants of the township, to poor persons not receiving relief, in sums chiefly of 1*s.* or 1*s.* 6*d.*

THOMASON'S CHARITY.

It is further stated in the parliamentary returns of 1786 that James Thomason, by will, in 1730, gave 200*l.* to the poor of Orrell, then in the hands of Robert Holt Leigh, and producing 10*l.* a year.

There is now a sum of 100*l.* secured on the tolls of the turnpike road from Preston to Yarrow Bridge, for

which 5*l.* is received yearly from the treasurer. The other sum of 100*l.* appears to have been placed in the hands of John Percival, esq. against whom a commission of lunacy was issued; and a claim having been made before a master in chancery, it was disallowed, there being no personal property belonging to Mr. Percival, and no evidence that the real estate was liable thereto.

The yearly sum of 5*l.* is distributed on the 25th July amongst poor persons of the township, not receiving relief, in the same manner as the money distributed on St. Thomas's day.

This township is also entitled to partake of the charities of Edmund Molyneux and Guest, noticed under the head of the township of Wigan and of Bispham's charities, an account of which will be found under the head of the township of Upholland.

TOWNSHIP OF PEMBERTON.

SCHOOL.

There is a school on Goose Green in the township of Pemberton, which, as it appears from an entry in one of the township books, was built on some waste land in 1787, with the sum of 30*l.* borrowed from the charities of Thomas Molyneux, and James Rainford, hereafter mentioned: 10*l.* 10*s.* given by William Bankes, the like sum by W. B. Molyneux, and 24*l.* 18*s.* 4*d.* raised by the township.

There is also a cottage near the school in which the schoolmaster resides, rent free, with a garden and Orchard, and another house and garden now divided into two tenements, which are let by the master, and are worth about 3*l.* 10*s.* a year each.

We could not discover that there were any deeds in existence relating to the school or the property above mentioned, or that there were any persons having any authority to act as trustees.

William Baker the present master states, that he was appointed about twenty-four years ago by John Hodson and William Farimond, but that the appointment was disputed by the lay payers of the township, that they met for the purpose of electing a master, and that he was eventually put into possession of the premises above mentioned by their order.

For the emoluments derived from these premises, the master is not required to teach any children free. At the time of our inquiry September 1828, there were very few scholars; the principle part of the inhabitants having long declined sending their children to be taught there on account of the character of the schoolmaster.

It appears from the examination of Mr. Baker himself, that he professes not to believe in the scriptures, or in any of the fundamental principles of the christian religion, and this circumstance is notorious in the township and neighbourhood. Some steps ought undoubtedly to be taken for the purpose of removing a master of such principles from the care of a school; and as no persons have any legal authority to interfere, it seems necessary that an application should be made to the court of chancery for the appointment of trustees, with sufficient powers to displace Mr. Baker from the office of schoolmaster.

CHARITIES OF MOLYNEUX AND RAINFORD.



In a list of benefactions made in 1767, and entered in one of the township books, it is stated, that Thomas Molyneux gave to the poor 20*l.* the interest to be distributed annually on St. Stephen's day; and that James Rainford gave 10*l.* the interest to be distributed annually on St. Thomas's day.

These two sums appear to have been laid out in building the school on Goose Green ; and in a memorandum of the transaction in the township book it is stated that the interest was nevertheless to be distributed out of the poor's rate on St. Thomas's day for ever.

The yearly sum of 30*s.* is paid by the overseer out of the poor's rates and distributed on or about Saint Thomas's-day to poor persons of the township not receiving relief, in sums of 6*d.* to each.

This useless mode of distribution has prevailed for many years.

KITTS'S CHARITY.

In the list of benefactions above mentioned it is stated, that James Kitts gave to the poor 100*l.* the interest thereof to be distributed annually on St. James's-day ; and in the book containing this entry, there is a memorandum, dated 12th February 1823, signed by eight of the principal inhabitants, stating that the above mentioned sum of 100*l.* having been placed out at interest, was paid in and applied by the overseer for the use of the township; but that the annual interest was to be paid out of the rates, and applied every St. James's day for the use of the poor.

The yearly sum of 5*l.* is accordingly paid by the overseer, and is distributed on Saint James's-day, in sums of one shilling each, to poor persons of the township not receiving relief.

WORTHINGTON'S CHARITY.

In the same list of benefactions it is stated that Richard Worthington gave to the poor 10*l.* the interest to be distributed annually on Saint Thomas's-day.

This money was formerly placed out at interest, but was lost.

This township is also entitled to partake of the charities of Edmund Molyneux, Guest and Holt, noticed under the head of the township of Wigan, and of Bispham's charities, an account of which will be found under the head of the Township of Upholland.

TOWNSHIP OF UP HOLLAND

GRAMMAR SCHOOL.



By Indenture of feoffment, bearing date 22^d March 1668, as recited in the indenture of 1805 hereafter noticed, Peter Walthew granted to William Bankes and six others, their heirs and assigns, a messuage or tenement therein described, in trust for the maintenance of a free grammar school within the town of Upholland, and also towards finding a sufficient able learned man to be schoolmaster, and another such to be usher, to keep the said grammar school therein, to teach and instruct children of the inhabitants of Upholland, and other adjacent townships, paying yearly therefore to the said Robert Walthew an annual rent of 5*s.* and it was provided that all the poorer sort, and all the inhabitants of Pemberton, Upholland, Orrell, and Winstanley, whatsoever, who should not be worth 6*l.* 13*s.* 4*d.* a year, should be free to send their children to be taught in the said school without paying quarterage, and that the said trustees should appoint the schoolmaster and usher, and should at their will have power to remove and displace them for any misdemeanour, insufficiency, negligence, or contempt, or any other reasonable cause, and to appoint another schoolmaster and usher, within 2 months after the school should be void, either by death, removal or otherwise; and it was further provided, that

whenever four or more of the trustees should be dead, the survivors should appoint others to make up seven in the whole.

New trustees were appointed by indentures of lease and release of the 6th and 7th October 1775; and by indentures of lease and release, the latter bearing date 1st June 1805, Edward Leigh and Charles Prescott (since deceased) the surviving trustees named in the indentures of 1775, conveyed a messuage and tenement in Newgate in Upholland, containing, by estimation, seven acres and a half, to the use of themselves and the Honourable and Reverend George Bridgeman, Edward Wilbraham Bootle (now Lord Skelmersdale,) Sir Robert Holt Leigh, Meyrick Bankes, esq. (since deceased) and the Rev. F. W. Hulme.

With the deed which was produced from the documents of the late Meyrick Bankes Esq. is a paper in the hand-writing of Mr. Hulme, dated 22d August 1823, which states that at a meeting of the majority of the trustees of Upholland School, it was resolved that there should be an annual inspection of the school property, and that the requisite repairs should be ordered by the acting trustee, Meyrick Bankes, esq. or his agent, and that the remainder of the funds, after paying for such repairs, should be distributed in such proportions as the deed or custom sanctioned between the two masters, and that the tenant of the school farm should pay the rent to the said Meyrick Bankes.

The property belonging to the school consists of—

	£.	s.	d.
1 A large School and yard near the town of Upholland..			
2 A farm in Upholland, consisting of a house, barn, and between seven and eight acres of land, at eight yards to the perch, let to Thos. Wilkinson as yearly tenant, at a good yearly rent of.....	40	0	0
3 Several small rents which are payable in respect of different farms in the township of Upholland; viz.			
Sir Robt. H. Leigh, Bart. Abbey Farm..	4	12	6
Meyrick Bankes, esq.....		12	0
Heirs of late J. Knowles, towerhill farm..		1	9
Heirs of late J. Knowles Roby's farm....		4	8
Miss Prescott, Digmoor Farm.....		3	0
Mr. Nicholas Heys, Firtreehouse farm..		3	0
Mr. Nicholas Heys, Pickavance's farm..		1	6
James Rothwell, esq. Balcony farm....		19	0
		6	17
		6	
5 The sum of 634 <i>l.</i> 18 <i>s.</i> 4 <i>d.</i> three per cent consols, standing in the names of the Honourable and Reverend George Bridgeman, Sir Robert Holt Leigh, Edward Wilbraham Bootle (now Lord Skelmersdale,) and the late Meyrick Bankes, esq. producing annual dividends to the amount of.....		19	0
		10	
Total annual income.....	£65	18	3

We have not been able to obtain any account of the source from whence any part of the above-mentioned property was derived, except what was comprised in the indenture of 1668.

The whole income is received by Ebenezer Wells, the present master, who provides an usher, and pays him such salary as they mutually agree upon.

With respect to the freedom of the school, it is considered that the children of inhabitants of the townships of Upholland, Orrell, Pemberton and Winstanley, not possessing property of the value of 5*l.* a year, are entitled to be taught reading, and the classics if required, without any charge; but that for instruction in writing and arithmetic, they are to pay the same as other scholars. At the time of our inquiry, September 1828, there were in the upper school 28 scholars, included seven

who boarded with the master. None of these were, according to the terms above mentioned, entitled to free instruction. It was stated that six of them were learning Latin. Under the Usher in the lower school there were 33 boys, of whom 15 were taught reading without any charge.

Notwithstanding the resolution to which the trustees agreed in 1823, it does not appear that any of them have inspected the school or taken any active part in the management of the property or application of the funds. From 1813 to 1826, the office of schoolmaster was held by the Reverend John Bird, who was at first stipendiary curate, and in 1821 was presented to the benefice. He was appointed at a meeting of three of the trustees, notice having been first given by advertisements of the school being vacant, for the purpose of inviting candidates. While Mr. Bird was master no person interfered with him in the letting of the farm, or in the collection of the rents, and he laid out himself what he thought necessary for the repairs of the farm buildings and of the schoolhouse, all of which he left in good condition having expended a large sum upon them. For a considerable time he took boarders, but latterly he discontinued this practice; and for several years before he resigned he had very few or no day scholars. The income of the school was divided in the following proportions; viz. two-thirds to the head master, and one third to the usher.

We are informed by Mr. Bird, that in 1825 he expressed his wish to give up the school, that it was nearly a twelvemonth before any steps were taken for the appointment of a new master, but the Reverend Mr. Hulme who resides in Gloucestershire having come into the neighbourhood in 1826, upon the recommendation of Mr. Bird, he desired Mr. Wells to undertake the office of schoolmaster, stating that if he gave satisfaction to the trustees, they would confirm the appoint-

ment at the expiration of a twelve-month. Nothing further appears to have passed between Mr. Wells and the trustees from that time to the present. There has been no interference by the trustees with respect to the letting of the property, or any directions given as to repairs; as to the division of the income, or any matters relating to the internal management of the school. With regard to the appointment of Mr. Wells, it is to be observed, that he is not a graduate of either of the Universities, nor though he teaches the rudiments of Latin, is he competent to take classical scholars, these having been formerly, as it appears, considered the qualifications of the master of the school.

It seems very desirable that some persons residing in the neighbourhood of Upholland, whose avocations would not interfere with their attention to the concerns of the school, should be appointed trustees, and that they should meet annually for transacting such business as may be necessary for the welfare of the charity.

BISPHAM'S CHARITIES.



At a court held for the manor of Upholland, 27th December, 1720, Henry Bispham surrendered a messuage and tenement with the appurtenance in Upholland, of the ancient rent of 12s. 7*d.* to the use of Richard Southworth and eleven others, viz. two of Upholland and two of each of the townships following, viz. Rainford and Windle, in the parish of Prescott, and Pemberton, Orrell and Billinge, in the parish of Wigan, and their heirs, upon trust to dispose of the yearly rents and profits thereof, in binding, every year, apprentice to some calling or trade, according to the discretion of the trustees, six poor children of such necessitous housekeepers or persons within the townships above named whose parents should not be relieved by or receive alms from the respective townships viz. and from each of the townships above mentioned ;

and on further trust, that upon the death of five of the said trustees, the seven survivors should forthwith elect five substantial sober honest men out of the respective townships where such deceased trustees usually inhabited, and surrender the premises accordingly to the uses aforesaid.

The above named Henry Bispham, by his will, bearing date 13th. September 1728, and proved at Chester, devised to Henry Rigby and James Green, and their heirs, a messuage and tenement, with the appurtenances in Upholland, containing 30 acres or thereabouts, called Pimbo-lane house, with a new house upon it, and another messuage and tenement with the appurtenances in Upholland, containing 16 acres or thereabouts, called Sephton's estate, upon trust, to let and manage the same to the best advantage, and to apply the clear yearly rents and profits of the estate, called Pimbo-lane house, for providing woollen cloth to be yearly distributed to indigent, necessitous and poor people inhabitants in Upholland, Orrell, Pemberton, Rainford, Windle, Billinge, Eccleston and Standish, such cloth to be made into men's coats and women's petticoats, and disposed of to such indigent poor inhabitants in the said towns as the said trustees or the survivor of them should think fit, to every town equally alike, on 25th December, for ever; and upon trust, to apply and dispose of the clear yearly rents and profits of the estate called Sephton's, towards the finding of oat bread to such indigent necessitous and poor people inhabitants in Pemberton, "Orrell," Billinge, Winstanley, Windle and Eccleston, equally; and he directed that his said trustees should give to the chapel wardens of Upholland, two-third parts of the money in order that they might distribute the same to the poor of "Upholland," Pemberton, Windle and Eccleston, upon as many Lord's days in the year as the said chapel wardens should think proper; and to the chapel wardens of Billinge the other third part, in order that they might

distribute the same to the poor of Billinge and Winstanley, on as many Lord's days in the year as they should think proper. And the testator further declared that, whereas he had a close of land in Upholland, called the Moss Close, adjoining an estate of copyhold land which he had settled by a surrender, if the trustees upon whom it was settled should allow his executors one year's rent and 30/. he gave the said close for the same use as the copyhold estate.

At a court held for the manor of Upholland, 24th October 1825, new trustees were admitted for the copyhold premises comprised in the surrender of 1720. The admittance recites the original and several subsequent surrenders, and that Sir Robert Holt Leigh and six others, the then surviving trustees, had surrendered the said customary messuage, tenement, closes and parcels of land thereto belonging, in Upholland, containing about 13 acres, more or less, to the use of themselves and the other trustees therein named, viz. to the use of Jas. Morris and Jas. Alexander Hodson for Upholland, Thomas Basnett and William Greenup for Rainford, Willm. Farrimond and Thos. Alker for Pemberton, Sir Robert Holt Leigh and Meyrick Bancks (since deceased) for Orrell, John Holt and John Cowley for Billinge, and John Cross for Windle, and their heirs, upon the trusts expressed in the surrender of 1720.

The field called the Moss Close has never been conveyed to new trustees nor have either of the estates called Pimbo-lane House and Sephton's.

The Moss close is held with the copyhold estate, and is under the management of the trustees named in the surrender of 1825.

The other estates appear to be vested in William Rigby, the grandson and heir at law of Henry Rigby, the surviving devisee named in the donor's will. Mr. Rigby

has only lately attained the age of twenty one, and during his minority the management of these estates and the application of the rents devolved upon Mr. John Scott, his trustee and guardian. Mr. Scott died lately, and his accounts were given up to his son, Thos. Scott, who has continued to act for Mr. Rigby.

We recommended to Mr. Rigby to appoint six new trustees to act with himself, viz. one from each of the following townships; Upholland, Pemberton, Orrell, Windle, Eccleston and Billinge, the poor of such townships being chiefly interested in these charities, and to convey the estates to the use of himself and such new trustees.

CHARITY FOR APPRENTICING.—The property comprised in the surrenders of 1720 and 1825 consists of the following particulars :

A house, barn and cottage, and 14A. 2R. 6P. of land, at eight yards to the perch, with a right of turbary on Upholland Moss, let to Robert Harrison, upon an agreement for seven years, from May 1825, at the yearly rent of 45*l.* It is stated, however, that the premises might be let for 50*l.* a year; the buildings are described as being in good repair.

The premises devised by the testator under the name of the Moss Close, contain 2A. and 22P. like measure, and with a stable and cottage erected thereon, are let to Nicholas Heys, as yearly tenant, at the rent of 25*l.* The tenant took the premises at this rent, which is more than the value thereof, about the year 1817, when they were put up to be let by ticket, for a term of seven years, and though the trustees have been willing to reduce the amount of the rent, the tenant, as we are informed has declined making any application to them for such reduction. He has, however, from the year 1821, paid 15*l.* or 16*l.* a year only, and the trustees have been obliged to threaten him with legal proceedings, in order

to recover the residue of the reserved rent. In consequence of these threats, he paid to Mr. Holt, one of the trustees, in May 1825, the sum of 39*l.* as the arrears then due. Since May 1825, he has paid 16*l.* a year, so that there was the further sum of 27*l.* owing in May 1828.

The sum of 39*l.* above mentioned was placed by Mr. Holt in a bank at Wigan, in the names of the trustees ; but some misunderstanding having taken place between him and his co-trustees, it appears that they were never apprized of that circumstance. This sum, and the arrears now due, when recovered, will be devisible, as part of the regular income.

The trustees meet annually in May, for the purpose of receiving and disposing of the rents ; and after paying whatever may be required for repairs or any incidental expenses, the residue is divided into six parts, and one-sixth is appropriated to each of the townships or places mentioned in the surrender of 1720, viz. Upholland, Billinge (which is taken as comprehending the two townships of Billinge Higher End and Billinge Chapel End,) Orrell and Pemberton, in the parish of Wigan, and Rainford and Windle, in the parish of Prescot. These several shares are paid to the trustees of the respective townships, or in case of their absence to some person for them.

The principal expenses which have been incurred in the last ten years, and have been paid out of the gross rents previously to the division, have been as follows :

			£.	s.	d.
1818.	1819.	1820.	Building and repairs on the Moss Close.	69	0 2
		1826.	For the expenses of the last surrender...	34	15 0
		1828.	Repairs on Harrison's farm according to an agreement made with the tenant at the time of letting	27	17 4
		1821.	Sundry expenses	8	12 3

Each of the trustees, whether he attends or not, contributes 2s. 6d. for the expenses of the annual meeting. This sum is usually charged to the account of the charity.

With the share of the rents appropriated to each township, apprentices are placed out, under the direction of one or both of the trustees who superintend the application of the charity in their respective districts.

In the township of Upholland, the apprentice fees vary from 1l. 11s. 6d. to 5l. 5s. and care seems to be taken that the boys are placed out to masters carrying on some good mechanical trade. In September 1828, there was a balance of 4l. 6s. 11d. in the hands of J. A. Hodson, esq. one of the trustees for that township.

The sixth part of the clear rents appropriated to Billinge, is divided equally between the townships of Billinge Higher End and Billinge Chapel End. In the former, the application is under the management of John Holt, and in the latter of John Cowley.

In the township of Billinge Higher End, apprentices are placed out with premiums varying from 1l. 10s. to 3l. whenever a child is recommended by the overseer. The children thus placed out are generally parish paupers, and are bound to weavers and other inferior tradesmen. In September 1828 there was a balance of 34l. 4s. 11d. undisposed of in the hands of Mr. Holt, exclusive of 2l. 15s. the share of the rents due to this township in the preceding May.

In the township of Billinge Chapel End, a similar system appears to have been acted upon formerly; but of late years Mr. Cowley has declined placing out any boys as apprentices to weavers, or tradesmen of that description. In September 1828, there was a balance of 13l. 6s. 5d. in his hands, exclusive of what was due in the preceding May.

The share of the township of Orrell has usually been applied in placing such children, as have been recommended by the overseer, apprentices to masters of an inferior description, with premiums seldom exceeding 2*l*. In October 1825, Mr. Daniel Briden, as agent for the late Meyrick Bankes, esq. received a balance of 49*l*. 8*s*. 7*d*. and he subsequently received 8*l*. 17*s*. due the preceding May. Of the money thus received, 18*l*. only had been expended in September 1828, leaving in Mr. Briden's hands a balance of 40*l*. 5*s*. 7*d*. The share of the rents for 1826, being 4*l*. 5*s*. is stated to have been paid to Sir Robert Holt Leigh, one of the trustees appointed for this township, and 15*l*. 13*s*. 9*d*. is in the hands of Mr. Thomas Scott, ready to be paid to the trustee whenever it is called for; so that there is altogether a balance of 60*l*. 4*s*. 4*d*. applicable to the purpose of binding out apprentices in this township.

The share of the rents appropriated to the township of Pemberton is received, sometimes by one of the trustees for that place, and sometimes by the other. The premiums given with apprentices never exceed 3*l*. and in September 1828, there was a balance of 35*l*. 16*s*. 5*d*. in favour of the charity, which was in the hands of Thomas Alker, one of the trustees.

In Rainford, premiums of 4*l*. or 4*l*. 4*s*. are usually given by the trustees for that township; but in September 1828, there was a balance in hand of upwards of 30*l*. besides the share of the rents due for that year.

In Windle a similar mode of application is pursued, and a sufficient number of apprentices have been placed out to exhaust the income.

With respect to the application of this branch of the charity, it is to be observed, that in many of the townships it has been confined to apprenticing such children as the overseers would otherwise have had to provide for

out of the poor's rates, and that instead of placing them under masters who would be able to teach them a good mechanical trade, the trustees have merely acted in conformity with the object of the overseers in relieving the township from the present burden of maintaining the children, by providing them with situations under weavers and other persons of that description.

As the funds of the charity are fully sufficient for a more extended and liberal application, and in some of the townships there is a very large balance now in hand, we have recommended that the children of poor persons who are not dependant upon the poor rates should be admitted to the benefit of the charity, and that the premiums given with each child should be increased to such a sum as will be sufficient to procure them more respectable situations.

CHARITIES FOR WOOLLEN CLOTH AND BREAD.

The estate called Pimbo-lane, devised by the donor for the purpose of supplying the poor with woollen cloth, consists of a house, barn and out-buildings, and 19 A. & 35 P. of land, at eight yards to the perch.

It is in the occupation of John Kenyon, at 52l. 10s. a year. We are informed that the tenant has lately agreed to give a rent of 60l. which appears to be a fair rent; the buildings are in good repair, except the dwelling-house.

The tenant is now in arrear about 65l. but he has given good security for that sum.

The Sephton estate, devised for the purpose of supplying the poor with bread, consists of a house and out-buildings, and 18 A. 1 R. 5 P. of land in Upholland, let to John Pitkinton, as yearly Tenant, at a fair yearly rent of 65l. the buildings are stated to be in tolerable repair.

The rents of the two estates last mentioned are carried to one account ; and out of this joint account there is paid what may be laid out in repairs on either estate, and the amount of any other incidental expenses.

In 1819 and 1820, about 280*l.* was paid for repairs and building, the principle part of which was the charge for erecting a barn on the Pimbo-lane estate. In consequence of this large expenditure, the distribution of bread and cloth was for some time suspended.

These rents have been received at the meeting of the trustees for the copyhold estate by the late John Scott, who attended for that purpose, and from the account of these charities a sum of about 1*l.* 10*s.* is paid towards the expenses of the meeting. Since May 1820, these payments, and the charges for carriage of the cloth, have not altogether exceeded 20*l.*

Out of the clear rents, a sum of about 30*l.* is set apart for bread, and the residue (except a small balance which has been generally kept in hand) is appropriated to the purchase of woollen cloth. In this apportionment of the income, the relative value of the estates left for each charity has been overlooked, the greater proportion having been devoted to the purchase of cloth as being by far the most beneficial to the poor. It will be observed, however, that this mode of application is to a certain degree prejudicial to the poor of those places which are not entitled to partake of the distribution of cloth.

The places entitled to the woollen cloth are the poor inhabitants of Upholland, Billinge, (which is taken as comprehending the two townships of Billinge Higher end and Billinge Chapel end) Orrell and Pemberton in the parish of Wigan, Eccleston, Rainford, and Windle, in the parish of Prescott, and the township of Standish in the parish of Standish.

A quantity of red flannel for petticoats and of cloth for coats, has been purchased annually by Mr. Scott from the manufacturers, and divided into eight parts, one of which is transmitted to the overseers or some other inhabitant of the respective townships, frequently to one of the trustees for the copy hold estate given by Henry Bispham, one-eighth part being divided between the two townships of Billinge.

The cloth and flannel are given about Christmas to poor persons of the respective townships above mentioned, and generally to such only as do not receive parochial relief. It is the usual practice to distribute the cloth at a public meeting of the inhabitants, and to keep an account of the persons who receive the benefit of the charity, and the quantity delivered to each family. An account of the distribution in Standish has already been noticed in our 15th Report, p. 256.

The places which have always been considered as entitled to the distribution of bread, are Upholland, Billinge Chapel End, (the township of Billinge Upper End not being within Billinge Chapelry,) Pemberton and Winstanley, in the parish of Wigan, and Eccleston and Windle in the parish of Prescot. It is to be observed, however, that in the former part of the clause in the donor's will, respecting the application of the rents of the estate called Sephton's, Orrell is mentioned and not Upholland; in the latter part of the clause, Orrell is omitted and Upholland inserted.

Of the sum paid for the purchase of bread, amounting of late years to 30*l.* per annum; 20*l.* has been appropriated to the distribution of bread in Upholland Church, and 10*l.* for the like purpose in the chapel at Billinge. The former sum is laid out in the purchase of twenty six-penny loaves of oat bread every Sunday, as long as the funds will allow, and these are distributed at the church in Upholland, after morning service to poor per-

sons of each of the townships of Upholland, Orrell, Pemberton, Eccleston, and Windle, who are appointed by the officers of the respective townships, an equal share being appropriated to the poor of each place.

As the townships of Eccleston and Windle are not within the chapelry of Upholland, and lie at a considerable distance, it frequently happens in bad weather, that no claimant appears but it would be of great relief to the poor of those places, if by any arrangement that could be made the bread were sent to the church or chapel which they usually attend, instead of their being obliged to attend the chapel in Upholland.

The sum appropriated to the chapelry of Billinge is received by the trustee of the charity for apprentices appointed for Billinge Chapel End, and has been carried to the same account as the money he has received for putting out apprentices. Out of this account he has applied 13*l.* instead of 10*l.* per annum in the purchase of bread. Thirty fourpenny loaves of oat meal are supplied every alternate Sunday, and distributed by the chapel-wardens amongst poor persons of the townships of Billinge Lower End and of Winstanley. At the time of our enquiry there was a balance of 7*l.* in the hands of Mr. Cowley the trustee above mentioned, which he considered as belonging to the bread charity.

In September 1828, the period of our inquiry, there was a balance in the hands of Mr. T. Scott on account of the two last mentioned charities, amounting to 32*l.* 18*s.* 5*d.* and the sum of 65*l.* was due for rent.

CHARITIES OF HENRY PRESCOTT AND OTHERS.

In the parliamentary returns of 1786, and in a table of benefactions to this township, it is stated, that Henry Prescott in 1638 gave to poor householders of Up-

holland 20*l.* that Richard Walthew in 1643 gave 130*l.* James Fairclough 250*l.* and Alice Birch, John Cross, Thomas Edleston and Ann Whalley, several small sums, making in the whole 446*l.* 13*s.* 4*d.* which sum is stated in the returns to have been in the hands of the township.

We have not been able to obtain any further information as to these charities; except that in 1740 there was a sum of 441*l.* and in 1771 376*l.* placed out on private security; the bonds which had been given for the security thereof being in the hands of the township officers.

FAIRCLOUGH'S CHARITY.



In the parliamentary returns of 1786, it is further stated that James Fairclough in 1636, bequeathed 100*l.* for bread to poor housekeepers of Upholland, then vested in the chapel-wardens, and producing 5*l.* per annum.

The yearly sum of 5*l.* is paid out of the rents of an estate called the Moss Estate, consisting of about thirteen acres, at eight yards to the perch, which is let by the township officers, and is now in the occupation of John Tyrer, as yearly tenant, at a good rent of 40*l.* It does not appear how the payment of this charity became charged upon the Moss Estate, or how the township became entitled to that property; there seems, however, to be no evidence in support of a suggestion which has been made, that it was purchased with the benefactions mentioned under the preceding head.

The sum of 5*l.* is carried to one account, with the portion of the income of the charity of Edmund Molyneux, received from the churchwardens of Wigan, as mentioned in a former part of this Report. Thirty-eight threepenny loaves are provided every Sunday as long as these funds remain unexhausted, and are distributed at

the chapel amongst poor persons of the chapelry, which comprises the townships of Upholland, Dalton, Orrell, and the higher end of Billinge, and part of the township of Winstanley. The greater proportion of the bread is given to the poor of the township of Upholland, which is supposed to be entitled solely to the benefit of Fairclough's gift.

The poor persons are selected by the officers of the different townships, and the distribution is confined to such as do not receive parochial relief.

The bread given away in respect of Fairclough's and Molyneux's charities, is of wheat flour; oaten bread being distributed in respect of Bispham's charity.

BARTON'S CHARITY.



The table of benefactions states, that Thos. Barton in 1674, gave to the poor of Upholland the yearly sum of 3*l.* 6*s.* 8*d.*

This sum is paid yearly on Saint Thomas's day by Edward Ellison, as charged upon an estate in Upholland, belonging to him and in his occupation.

It is given away with Mawdesley's charity, as hereafter mentioned.

MAWDESLEY'S CHARITY.



Thomas Mawdesley, by his will, bearing date 29th October 1728, as recited in the court rolls, upon the admittance hereafter mentioned, devised his copyhold lands, viz. the Little Bar-yard, the Rushey Bar-yard, and the Meadow Bar-yard, containing three acres or thereabouts, together with the barn and the profits there-

of, to the use of the poor of Upholland for ever, to be distributed every St. Thomas's day, after the same manner and form as what was called Barton's Dole; and after his debts and legacies were discharged, he left the profits of his dwelling house and two crofts to the use of the said poor, to be dealt in the same manner as the profits of his copyhold land, and he appointed James Billinge, and Thomas Shaw, his executors and trustees, authorizing them to nominate two sufficient inhabitants of Upholland to be succeeding trustees for continuing the charity for ever.

At a court held for the manor of Upholland, 25th of October 1819, James Morris and Thomas Rigby, having been appointed by Thomas Shaw, the heir at law of Thomas Shaw, the last surviving trustee named in the will of Thomas Mawdesley, were admitted to the copyhold premises devised as above mentioned, to hold to them their heirs and assigns, for the purposes declared in the will of the said Thomas Moss.

It does not appear that any conveyance to new trustees of the freehold part of the estates has ever been executed.

The estate consists of two gardens, which are freehold, and between three or four acres of copyhold land, with a barn and shippou; the whole is let to Thomas Pye at 17*l.* 10*s.* a year, his rent having been reduced a few years from 23*l.* in consideration of the tenant having paid bills to the amount of nearly 40*l.* for repairs.

The amount of the clear rent, after deducting any incidental expenses, with the yearly sum of 3*l.* 6*s.* 8*d.* derived from the preceding charity, is distributed at the vestry on Saint Thomas's-day amongst poor persons of the township of Upholland, not receiving parochial relief, in sums about 2*s.* or 2*s.* 6*d.* each.

HOLME'S CHARITY.

The Rev. Thomas Holme, by his will, bearing date in the year 1803, as appears from an extract entered in the charity book of this township, bequeathed the interest of 100*l.* vested in three per cent consols, for the purpose of purchasing blankets for old housekeepers of the township of Holland who should be poor, but should receive no relief from the paors rate.

In respect of this legacy we are informed, that there is a sum of 175*l.* three per cents reduced, standing in the names of the Rev. William Holme, rector of Maisey Hampton, in Gloucestershire, Mary Meyrick Holme and Harriet Holme; the dividends are laid out in blankets by the daughters of the testator, the above-named Miss Mary and Miss Harriet Holme, of Upholland, which they distribute amongst such of the poor as they think most deserving.

This township is also entitled to partake of Guest's charity, mentioned under the head of the township of Wigan.

TOWNSHIP OF WINSTANLEY.

CHARITIES OF THE REV. JAMES BANKES AND OTHERS.

The Rev. James Bankes, rector of Bury, by his will, bearing date 17th of July 1742, gave to the poor of Winstanley 40*l.* to be put out at interest by the heirs of the Winstanley family, and the yearly interest to be laid out in linnen cloth to be disposed of to the poorest people in the said township, having no allowance from that township.*

* The testator, James Bankes, also, by his will, gave to the four hamlets in the parish of Bury, 40*l.* viz to Bury 10*l.* Walmsley, 10*l.* Heap, 10*l.* Elton, 10*l.* which he directed to be placed out at interest by the heir of the family at Winstanley, to remain as stock for ever,

In the parliamentary returns of 1785 it is stated, that there were vested in William Bankes and others, three several sums amounting to 182*l.* 10*s.* derived from the benefactions of some persons unknown, for cloth to the poor not receiving parish relief.

These sums probably included the legacy of 40*l.* above mentioned.

William Bankes, esq. by a codicil to his will, bearing date 27th April 1774, left the interest at 50*l.* to the township of Winstanley, to be divided yearly on Saint Thomas's-day † This benefaction is also mentioned in the parliamentary returns, and it is further stated, that Robert Bankes, in 1747, bequeathed 100*l.* Frances Bankes, in 1764, 53*l.* and Catharine Bankes, in 1766, 20*l.* All these benefactions are noticed as having been given for the same purpose, viz. for cloth to the poor not receiving relief, and as being vested in the family of Bankes.

the yearly interest to be annually laid out in linen cloth for shifts, to be disposed of to the poorest people in those hamlets who should have no allowance from the rates, by the rector of Bury; and to that part of the parish of Bury, called Totlington, 20*l.* to be placed out, and the interest to be laid out in like manner for the benefit of the poorest people there inhabiting, and receiving no allowance from the rates; and reciting that Thomas Rothwell, late of Bury, had placed in the hands of the testator, as rector of Bury, 10*l.* which, by his will, he bequeathed for the use of the poor of the township of Bury, and had vested the same in the rectors of Bury, for ever, to be applied to the uses mentioned in his will, he desired his executors to pay the said sum of 10*l.* to his successor, rector of Bury.

The application of the interest of these sums will be found in our account of the charities in Bury, 19 Rep. p. 227; but when we made that Report we had not been furnished with a copy of the testators will..

¶ The testator William Bankes, also bequeathed to the township of Newton in the parish of Winwick, 40*l.* to the township of Poulton, in the parish of Warrington, 40*l.* and to the townships of the Lower and Higher End of Billinge, 20*l.* each, the interest to be applied in cloth on Saint Thomas's day at the discretion of his son and his heirs.

A further account of these several legacies will be found in our Report of the charities in the respective places above mentioned.

The amount of the above mentioned benefactions is 402*l.* 10*s.* Of this sum it appears that there was in the hands of the late Meyrick Bankes, esq. 200*l.* for which he paid 9*l.* 13*s.* 6*d.* per annum, as interest, and 150*l.* for which he paid 7*l.* 10*s.* yearly. The further sum of 50*l.* is in the hands of Charles Ditchfield, secured by bond, given to the late William Bankes, esq. bearing date 1st. December 1769, and the remainder 2*l.* 10*s.* appears to have been carried to the account of the poors rate of the township, as 2*s.* 6*d.* is paid yearly out of the rates and added to the interest of the other sums above-mentioned

The income of these charities may be stated as follows :

	£.	s.	d.
Interest on 350 <i>l.</i> in the hands of the late Meyrick Banks, esq. now paid by Mr. D. Briden, and charged to the account of the trustees of the personal estate of the late Meyrick Banks	17	3	6
Interest on 50 <i>l.</i> paid by C. Ditchfield	2	5	0
Interest on 2 <i>l.</i> 10 <i>s.</i> paid out of the poor rates	0	2	6
Total.....	19	11	0

This sum is laid out in the purchase of linen, which is distributed on St. Thomas's day, in quantities varying from four to eight yards, amongst poor persons of the township of Winstanley, selected by Mr. Briden, and the overseers.

WILLIAM BANKES'S CHARITY.

William Bankes, by his will, bearing date 7th. September 1798, gave to the poor of the parish of Winstanley 400*l.* to be placed out on government security, and the dividends thereof applied in the purchase of blankets to be distributed from time to time by the minister and chapelwardens of the chapel of Billinge, as they should see or judge proper, amongst poor families and persons residing within the said parish of Winstanley.

The testator died in February 1800, and the first distribution entered in the book is for the 5th. January 1804 when 27*l.* 0*s.* 3*d.* dividends on 600*l.* 6*s.* for eighteen months was disposed of, a sum of 2*l.* 2*s.* being paid for a power of attorney.

In respect of this legacy the sum of 600*l.* 6*s.* three per cent consols was purchased under the direction of the court of chancery in the cause of *Holme v. Stanley*, in the name of the accountant general, "on account of the poor of the parish of Winstanley," and according to an order dated 18th August 1802, the dividends were directed to be paid to the minister and chapelwardens of Billinge for the time being.

We are informed that in 1817, a further order was obtained, to avoid the expense which was occasioned by the frequent change of the chapelwarden, whereby it was ordered, that the dividends should be received by the minister for the time being. to be applied by him, and the chapelwarden.

The expenses of this application to the court of chancery, and of the power of attorney and affidavits necessary to obtain the dividends, amounting to 17*l.* 12*s.* were paid out of the dividends.

The dividends are transmitted by a Loudon Banker to the Reverend Samuel Hall, the incumbent of the chapelry of Billinge, whenever he requires the payment, and a sum of about 9*l.* is applied annually by him, with the assistance of the chapelwarden, in the purchase of blankets, which are given to the poor of the township of Winstanley, according to their discretion, notice of the time of distribution having been previously given.

In September 1828, the period of our inquiry, the amount of the dividends which had been received from the year 1818, was 246*l.* 14*s.* 4*d.* and there had been



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