

# John Crowch's Charity



## Abstract

*Trust deed dated 5 April 1794 between John Crowch, Rector of Upton Lovell, Wilts, and Brouncker Thring of Sutton Veny, Wilts, Doctor in Divinity and John Thring, Gentleman, of Warminster, Wilts, later of Alford, Somerset, recording transfer of £500 stock, interest to be paid to Rector of Upton Lovell to pay a schoolmaster to teach six poor children of the parish of Upton Lovell to read and write and any child sent on Sunday the catechism. While no schoolmaster is appointed the interest is to be used for purchase of goods for the poor of the parish. Conditions imposed. In 1855 the trust monies were transferred to the Charity Commissioners.*

## The Indenture

This Indenture made the fifth day of April in the thirty fourth years of the Reign of our Sovereign Lord George the Third by the Grace of God Great Britain France and Ireland King Defender of the Faith and so forth And in the Year of our Lord one thousand seven hundred and ninety four Between The Reverend John Crowch Rector of Upton Lovell in the County of Wilts of the one part and the Reverend Brouncker Thring of Sutton Veny in the said County of Wilts Doctor in Divinity and John Thring of Warminster in the said County of Wilts Gentleman of the other part Whereas the said John Crowch hath transferred to and in the Names of them the said Brouncker Thring and John Thring the Sum of five hundred pounds Capital stock in the Fund of the consolidated three per cent Bank Annuities upon the trusts and to and for the Ends Intents and purposes hereinafter mentioned and declared of and concerning the same Now this Indenture Witnesseth that for perpetuating the true Intent and Meaning of the said John Crowch It is hereby mutually declared by the said parties hereto that the said Sum of five hundred pounds Capital Stock in the Fund of the Consolidated three per cent Bank Annuities was so transferred to and in the Names of the said Brouncker Thring and John Thring Upon the Trusts and to and for the Ends Intents and Purposes hereinafter mentioned and declared of and concerning the same (that is to say) In Trust that they the said Brouncker Thring and John Thring and the Survivor of them and the Executors and Administrators of such Survivor do and shall from time to time pay to or otherwise permit and suffer the Rector or resident Minister and Churchwardens for the time being of the said Parish of Upton Lovell to receive and take the Interest Dividends and Proceeds of the said Sum of five hundred pound Capital Stock And it is hereby also declared by the said parties hereto that the said Interest Dividends and Proceeds are to be paid to or received by the said Rector or resident Minister and Churchwardens for the time being Upon the following Trusts (that is to say) In trust that they the said Rector or resident Minister and Churchwardens for the time being do and shall from time to time pay and apply all Interest Dividends and proceeds to such able Schoolmaster as shall reside within the said Parish of Upton Lovell (such Schoolmaster to be elected in Manner

hereinafter mentioned) provided he shall and do teach and instruct six Poor Children of the said Parish (to be nominated as hereinafter mentioned) to read and to write in the Week Days And also that such Schoolmaster shall and do on every Sunday throughout the Year from the twenty fifth Day of March to the twenty ninth Day of September from four o'clock in the afternoon (or as soon afterwards as the Evening Service shall be finished at the Parish Church of Upton Lovell aforesaid) 'till seven o'clock in the Evening And on every Sunday throughout the year from the twenty ninth day of September to the twenty fifth day of March from three o'clock in the afternoon 'till six o'clock in the Evening teach and instruct all such Children as shall be sent to him of and belonging to the said Parish of Upton Lovell of what Rank or Degrees soever to read and learn their Catechism And in case there shall be no such Schoolmaster residing in the said Parish of Upton Lovell who shall teach and instruct such Children in Manner hereinbefore directed Or their being such he shall refuse or neglect to do Then In Trust that they the said Rector or Resident Minister and Churchwardens for the time being do and shall lay out the Interest Dividends and Proceeds of the said Capital Sum of five hundred pounds in the purchase of Rugs Blankets Lindsay Gowns and other Articles of Cloathing as they in their Discretion shall think proper and give and distribute the same to such Poor Persons of the said Parish of Upton Lovell (whether they receive Relief from the said Parish or not) as they in their Discretion shall see needful and necessary the Widow Women of the said Parish being always to be first preferred And to or for no other Use Trust End Intent or purpose whatsoever Provided and it is hereby declared and agreed that it shall and may be lawful to and for the Rector of the Parish of Upton Lovell or the resident Minister there for the Time being to elect the first and every succeeding Schoolmaster and so as every such Schoolmaster so to be elected be of the established Church of this Kingdom And also shall and may nominate and appoint such six Poor Children of the said Parish of Upton Lovell as to be taught and instructed in reading and writing during the Week Days as aforesaid and shall and may from time to time to remove them and appoint others in their Stead as Occasion may require and shall have the sole Power Control Order and Management of the same Children Provided also and it is hereby further declared that the six Poor Children to be nominated and appointed as aforesaid shall or always be taught and instructed in reading and writing by such Schoolmaster to be elected as aforesaid Weekly and every Week throughout the year (except in the Harvest Month or in Case of Sickness) And in Case any or either of such six Poor Children shall be absent at any time or times more than three Days successively thro' Neglect of their Parents or Friends or any other wilful Neglect That then and in such Case such Child or Children absenting himself or themselves

as aforesaid shall be absolutely excluded the Benefit of such Teaching and Instruction and one or more other Child or Children then(as the Case may happen to be) shall be nominated and appointed by the Rector or resident Minister for the time being in the Stead of such absenting Child or Children as and when such vacancy or vacancies shall happen Provided also and it is hereby further declared that when and as often as any such Schoolmaster to be elected as aforesaid shall neglect or refused to teach and instruct any such Child or Children to be nominated and appointed as aforesaid or any such Sunday Children as shall be sent to him as aforesaid or shall in any Way misbehave himself or not conduct himself to the Satisfaction of the said Rector or resident Minister at the time being That then and in every such Case it shall and may be lawful to and for Rector or resident Minister at the time being to remove the and dismiss such Schoolmaster and so from time to time as often as the Case shall happen and to appoint another in the Place of every such Schoolmaster removed or dismissed any Thing herein contained to the contrary notwithstanding Provided likewise and it is hereby further declare that the Receipt of the said Rector or resident Minister and Churchwardens for the time being or the Receipt of the said Rector or resident Minister alone shall be from time to time a good and effectual Discharge for what shall by Virtue of these Presents be paid to them or him to the person or persons paying the same Provided lastly and it is hereby lastly declared and agreed by and between the said parties hereto that the said Brouncker Thring and John Thring their or either of their Executors or Administrators shall not be found answerable or accountable for any of the said trust Moneys than what shall fairly and actually come to their respective Hands Nor for the Deficit or Insufficiency of any Security or Securities whereof the said Trust Moneys or any part thereof shall or may be placed happening without their wilful Default Nor be liable to make good any casual or involuntary loss which at any time or times may happen of the said Trust Moneys or any part thereof Nor shall one of them be accountable for the other of them or for the others Acts Deeds Receipts Payments and Wilful Defaults but each of them for his own Acts Deeds Receipts Payments and Wilful Defaults And that it shall and may be lawful to and for the said Brouncker Thring and John Thring their Executors and Administrators from time to time by and out of the said Trust Moneys which shall come to their or either of their Hands to deduct retain to and reimburse themselves all such Costs Charges and Expenses as they or either of them shall or may bear sufferer sustain Execution of all or any of the Trusts hereinbefore expressed or declared or any Matter or Thing relating thereto And shall from time to time by and out of the said Trust Moneys be well and

sufficiently indemnified and saved harmless from and against the same In Witness whereof the said parties to these presents have hereunto set their Hands and  
Seals the Day and

Year first above written

[signed] John Crowch; B Thring; Jn<sup>o</sup> Thring

[Dors]

Trust Deed respecting 500L

Rev<sup>d</sup> Mr Crowch

to

Rev<sup>d</sup> Dr Thring

and Mr Thring

dated 5<sup>th</sup> April 1794

John Thring Esq<sup>r</sup> formerly of Warminster afterwards of Alford Somerset survived the Rev<sup>d</sup> Dr Thring and by his Will appointed The ~~Right~~ Honourable Henry  
Hobhouse[?] [*and two others, illegible*] his Executors

1855 The within Trust Monies were transferred to the Charity Commissioners for England and Wales

Source: Trust Deed, Rev<sup>d</sup> John Crowch's charity  
Wiltshire & Swindon Archives  
reference 1440/34

Transcribed by: Colin Moretti, 7 August 2010, amended 6 August 2014  
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