

Sir James Deane of the City of London, 1608

Ref: extract at Hants RO 5M52/C1. A full copy of the will is held at TNA PROB 11/111/507.

The full document held at TNA extends to 23 pages. The HRO extract has been transcribed here being relevant to Basingstoke.

On wrapper of bundle:

Copy of Sir James Deane's will who charges his Manor and Estate of Ash with the payment of £76.0s.0d a year forever to the Corporation of Basingstoke for charitable uses.

... **And** for as at this present, I have an absolute intent and meaning for the relief, comfort and sustentation of eight poor old men or old women (to the glory of God and their perpetual comfort and relief), to create, build and set up, and at this present am now in erecting and setting up in the said town of Basingstoke, eight houses for the habitation of the said eight poor old men or old women that shall from time to time be placed in the same as such sort as hereafter is specified. **And** to give yearly forever towards their relief and the maintenance of the said houses to be created as aforesaid in good and sufficient reparations, the sum of fifty and five pounds of lawful money of England (that is to say); to every one of the same eight old men or old women the sum of six pounds one shilling and eight pence apiece yearly to be paid at two feasts or terms of the year (that is to say); at the feasts of the birth of Lord God and the Nativity of Saint John Baptist or within twenty days next after either of the same feasts by even portions. **And** also at the same feast of the Birth of our Lord God yearly forever to every one of the same poor old men or old women one gown of the price of thirteen shillings and four pence. **And** the twenty shillings remaining to be for the repairing, making and amending of the same houses to be erected as aforesaid from time to time as need shall require. **And** I will, and my true intent and meaning is, that if the said eight houses shall not by me or my assigns be erected and set up and fully finished in my life time, that then my said executors shall, with as much speed as conveniently may be after my decease, with some part of my estate, fully finish the same in such manner and form as the same are now appointed and limited to be done. **And** have to every of the same eight houses some small piece of ground to be taken of that grounds that to that purpose among other things I late bought of William Laker Esquire on the backsides of the same, to make every one of them a yard or garden plot for more ease and comfort of the poor people that from time to time shall bee placed in the same. **And** I will that six of the said old men and old women that from time to time shall be placed in the said houses to be erected as is aforesaid, shall be of the said town of Basingstoke, and from time to time be elected, chosen, nominated, appointed and placed in the said house by the Bailiffs of the same town for the time being with the consent of the most approved men of the same town that have been Bailiffs there and not otherwise. **And** the other two of the parish of Deane and Ashe in the said County of Southampton and placed by the appointment and assignment of the Parson and Churchwardens of the said parish of Deane and Ashe for the time being. **And** further I will that the said Florentine Eles and Thomas Walker of Basingstoke aforesaid, yeoman,

and such other as I shall nominate and appoint in my life time shall be the first that shall be placed in the said houses, to which Thomas Walker I give six pounds in money and a poor man's gown, and for their better security and sure payment of the said sum of fifty and five pounds to be paid yearly forever to the said eight poor old men or women and other the uses and purposes before limited.

I give and bequeath to Sir Henry Walloppe Knight, Sir Francis Palmer Knight, Sir Richard Pawlett Knight, Edward Savage Esquire, Henry Deane gent, William Moore clothier, William Hearne dyer, William Purches dyer, John Hall clothier, William Blundill clothier and Richard Spier clothier, being all inhabitants in or near the hundred of Basingstoke and their heirs forever, one annuity or yearly sum of fifty and five pounds of lawful money of England which I will shall be issuing and going out of my manor or farm of Ashe with the appurtenances, situate and being in the parish of Deane now in the tenure or occupation of John Wyne yeoman, or of his assigns or assignees to be paid yearly at the town house in Basingstoke aforesaid, commonly called the Motte Hall at two feasts or terms of the year (that is to say); at the feasts of the Birth of our Lord God and the Nativity of Saint John Baptist or within the space of twenty days next after either of the same feasts by even portions. **The** first payment thereof to be had and made at such of the said feasts as shall first and next happen to come or be after my decease or within twenty days next after the said feasts upon special trust and confidence that the said Sir Henry Walloppe and other the parties aforesaid to whom I have bequeathed the said annual rent of fifty and five pounds shall permit and suffer the same yearly rent to go and to be employed to such uses and purposes as I have before herein expressed.

And further I calling to mind that many times heretofore the said town of Basingstoke has been, and at this present, is destitute of some good and Godly preacher to teach and instruct the people there in the principles of religion and to lead their lives according to the laws and commandments of Almighty God; and also remembering that the pension and allowance that is given and allowed to the schoolmaster that teaches the Grammar School in the Holy Ghost Chapel in Basingstoke aforesaid is too small to maintain a good schoolmaster there. **Therefore** to the intent and purpose that after my decease forever a good and learned preacher and a Graduate of Divinity of one of the two universities of Cambridge or Oxford may there from time to time be had and maintained for the preaching of God's holy word in the said town of Basingstoke and allow that some good and learned man being a good scholar and a learned grammarian may be there also the better maintained to teach and instruct the children and youth of the said town of Basingstoke in the grammar rules and other good learning.

I do also give and bequeath to the said Sir Henry Walloppe Knight, Sir Francis Palmer Knight, Sir Richard Pawlett Knight, Edward Savage Esquire, Henry Deane gent, William Moore clothier, William Hearne dyer, William Purches dyer, John Hall clothier, William Blundell (*Blunden?*) clothier and Richard Spier clothier and to their heirs forever one other annuity, or yearly rent, of one and twenty pounds of lawful money of England which I also will

shall be issuing and going out of my said manor or farm of Ashe with the appurtenances, and to them, or some of them, or their assigns yearly paid in the said town house of Basingstoke aforesaid commonly called the Motte Hall at the two feasts or terms of the year before limited for the payment of the said other annuity of fifty and five pounds, or within twenty days next after either of the said feasts by even portions, the first payment thereof to be had and made at such of the said feasts as shall first and next come or happen after my decease or within twenty days then next ensuing upon special trust and confidence that the said Sir Henry Walloppe, Sir Francis Palmer, Sir Richard Pawlett, Edward Savage and other the parties to whom I have given and bequeathed the said annuity of twenty and one pounds, shall and will every year yearly forever truly pay, or cause to be paid at the said Motte Hall to such person and persons that for the time being shall be appointed preachers and schoolmasters in the said town of Basingstoke by the appointment, assignment or nomination of such person and persons as is hereafter limited, twenty pounds of the said yearly annuity or sum of twenty and one pounds (that is to say); to the preacher ten pounds thereof and to the said schoolmaster other ten pounds thereof at the two feasts or terms of the year before limited for the payment of the said annuity of fifty and five pounds or within twenty days next after every of the same feasts. **The** first payment thereof to be had and made at such of the said feasts as shall first and next happen after there shall be placed a preacher and schoolmaster in the said town of Basingstoke chosen, nominated, appointed, placed or allowed of by such person and persons as I do herein nominate and appoint to make choice and to nominate and appoint and place the same being after my decease or within twenty days then next ensuing.

And the other twenty shillings being residue of the said annuity of twenty one pounds I will shall be forever for the making, repairing and keeping in good sort and condition of the cawsey [*causeway*] or high way lately by me made in the said town of Basingstoke which leads down from the messuage or tenement there wherein my brother Richard Deane deceased, lately dwelled, sometime called the Angell to the church gate there and from time to time bestowed upon the same as need shall require by the appointment of the Bailiffs of the said town of Basingstoke for the time being. **And** if default shall happen to be made of or in the payment of the said two several annuities or yearly payments of fifty and five pounds and twenty and one pounds or any part thereof contrary to the form aforesaid, that then I will and my mind is that it shall and may be lawful unto, and for, the said Sir Henry Walloppe, Sir Francis Palmer, Sir Richard Pawlett, Edward Savage, Henry Deane, William Moore, William Hearne, William Purches, John Hall, William Blundell and Richard Spier, their heirs and assigns into the said manor or farm of Ashe with the appurtenances and every or any part thereof to enter, distrain and the distress and distresses then and there so taken lawfully to lead, drive, take and carry away and the same to detain and keep until the said several annuities or year rent of fifty and five pounds and twenty and one pounds with the arrears of the same (if any be), unto them, their heirs or assigns shall be fully satisfied and paid. **And** I will that the above named Sir James Lancaster, my cousin, shall have the sole nomination and placing of the said preacher and schoolmaster there to be placed from time to time during his natural life.

And after his decease, that then my said feoffs before named, and such other as hereafter they shall estate in the said annuities hereby to them given, shall have the full and sole placing nominating and appointing of the said preacher and schoolmaster there supporting forever.

Item I give and bequeath to the said Sir Henry Walloppe, Sir Francis Palmer, Sir Richard Pawlett, Edward Savage, Henry Deane, William Moore, William Hearne, William Purches, John Hall, William Blundell and Richard Spier, their heirs and assigns forever to and for the relief of the poor people of the said town of Basingstoke now being, and which hereafter shall be one other annuity or yearly rent of ten pounds and eight shillings of lawful money of England which I will shall be issuing and going out of my manor of Deane with the appurtenances in the parish of Deane and Ashe in the said county of Southampton, and yearly paid at the said Motte Hall in Basingstoke aforesaid at the said feasts of the Birth of our Lord God and the Nativity of Saint John Baptist or within twenty days next after every of the same feast days by even portions, the first payment thereof to be had and made at such of the said feasts as shall first and next happen after my decease or within twenty days then next ensuing upon special trust and confidence that the said Sir Henry Walloppe, Sir Francis Palmer and the other persons above named to whom I have given the said annuity or yearly rent of ten pounds and eight shillings shall cause and procure the said yearly rent of ten pounds and eight shillings to be yearly employed and bestowed in bread to and among so many poor people of the said town of Basingstoke as I now doe give and bestow the like sum upon and in such manner and at like times. **And** for default of payment of the said annuity or yearly rent of ten pounds and eight shillings or any part thereof it shall and may be lawful unto and for, the said Sir Henry Walloppe, Sir Francis Palmer, Sir Richard Pawlett, Edward Savage, Henry Deane, William Moore, William Hearne, William Purches, John Hall, William Blundell and Richard Spier, their heirs or assigns unto the said Manor of Deane to enter and distrain the distress and distresses then and there for taken lawfully lead, drive to the cart and carry away; and the same to detain and keep until the said annuity or yearly rent of ten pounds and eight shillings with the arrears of the same (if any be) unto them, their heirs or assigns be lawfully satisfied and paid.

Item I give and bequeath to Sir Stephen Riddlesdene Knight, Edward Pensap gent, George Robinson gent, Thomas Gardener mercer, Ralph Bayley vintner (*victualler*), Gregory Bland skinner, Richard Izackson and John Izackson painter, stainer and John Meredith merchant, inhabitants and parishioners of the said parish of Saint Katherine Colmans in London and to and for the relief of the poor people of the same parish now being and which hereafter shall be their heirs and assigns forever, one annuity or yearly rent of five pounds and four shillings of lawful money of England which I will also shall be issuing and going out of my said manor or farm of Ashe with the appurtenances and yearly paid at or in the tendering house in the Royal Exchange in London at the said feasts of the Birth of our Lord God and the Nativity of Saint John the Baptist or within twenty days next after either of the same feast day by even portions. **The** first payment thereof to be had and made at such of the said feasts as shall first and next happen after the decease of me, the said Sir

James, or within twenty days then next ensuing, upon special trust and confidence, the said Sir Stephen Riddlesden and other the parishioners above named of the said parish of Saint Katherine Colman shall cause the said yearly rent of five pounds and four shillings to be yearly employed to such use and purpose and in such or like manner as heretofore in my lifetime I have bestowed the same. **And** for default of payment of the same or any part thereof I will that it shall and may be lawful unto, and for, the said Sir Stephen Riddlesden, Edward Pensap, George Robinson, Thomas Gardner, Ralph Bayley, Gregory Bland, Richard Izackson, John Izackson and John Meredith, their heirs and assigns into and upon the said manor of Ashe with the appurtenances and every, or any part thereof, to enter and distrain and the distress and distresses then and there so taken lawfully to lead drive, take, cart and carry away, and the same with them or any of them to detain and keep until the said annuity or yearly payment of five pounds and four shillings with the arrears of the same (if any be), unto them, their heirs or assigns be fully contented and paid.

Item I give and bequeath to Andrewe Baynyng grocer, John Robinson mercer, John Highlord skinner, John Morstonholme gent, William Billingsley haberdasher, Robert Angell grocer, Geffrey Kirby grocer, Edward Money ironmonger, William Wooder haberdasher, William Anes grocer, Jasper Rolls pewterer and Thomas Bewlewe draper, citizens of London and inhabitants and parishioners of the said parish of Saint Olaves in Hart Street in London, and to and for the relief and comfort of the poor people of the same parish now being, and which hereafter shall be their heirs and assigns forever, one other annuity or yearly payment of five pounds and four shillings of lawful money of England which I will shall also be issuing out of my said manor of Ashe with the appurtenances and payable yearly in the said tendering house in the Royal Exchange aforesaid, at the said feasts of the Birth of our Lord and the Nativity of Saint John the Baptist or within twenty days next after either of the same feasts by even portions. **The** first payment thereof to be had and made as such of the said feasts as shall first and next happen to chance or fall after the decease of me, the said Sir James Deane, or within the space of twenty days then next ensuing without longer delay upon special trust and confidence that they shall see the said yearly rent employed yearly upon the poor of the said parish in such or the like manner as I have bestowed the same yearly in my lifetime. **And** for default of payment of the said annuity or yearly payment of the said five pounds and four shillings, or any part thereof, it shall and may be lawful unto and for the said Andrew Bayninge, John Robinson, John Highlord, John Morstonholme, William Billingsley, Robert Angell, Jeffrey Kirby, Edward Money, William Wooder, William Anes, Jasper Rolls and Thomas Bewlewe and every, or any of them, their heirs and assigns into and upon the said manor or farm of Ashe with the appurtenances to enter and distrain and the distress and distresses then and there found lawfully to lead, drive, take, cart and carry away, and the same with him and them to detain and keep until the said annuity or yearly payment of five pounds and four shillings with the arrears of the same (if any be) unto them their heirs and assigns be fully satisfied contented and paid. **And** to the intent and purpose, and for the more better security and sure payment of the said several rents of fifty and five pounds, twenty and one pounds, five

pounds and four shillings and five pounds and four shillings I do give and bequeath the said manor or farm of Ashe with all messuages, lands, tenements, meadows, pastures, feedings, commons, commodities, woods, woodgrounds and all other rights, members, hereditaments and appurtenances whatsoever to the said manor or farm of Ashe belonging or appertaining and herewith now used, occupied and enjoyed (except the close called the [Sorne] Close and the meadow called Deane Meadow, being parcel of my manor of Deane and lying near to the Church of Deane aforesaid) to the said Andrew Holdippe, one of the sons of the said Alice Holdippe my sister, and to the heirs of his body for and during so long time as the said Andrew Holdippe and the heirs of his body shall truly pay or cause to be paid the said several annuities and yearly payments of fifty and five pounds, twenty and one pounds, five pounds and four shillings and five pounds and four shillings to such person and persons, their heirs and assigns as I have above devised the same in such manner and form as herein is expressed and limited to be done and no longer. **And** if the said Andrew Holdippe shall die without issue or that he or the heirs of his body shall make default in payment of the said several annuities of fifty and five pounds, twenty and one pounds, five pounds and four shillings and five pounds and four shillings, then I give and bequeath the said manor or farm of Ashe with the appurtenances in such large and ample manner and form as I have given and bequeathed the same to the said Andrew Holdippe and the heirs of his body. **To the** above named John Chamberlyne, one of the sons of the said Margery Chamberlyn, and to the heirs of his body for and during so long time as the said John Chamberlyn and the heirs of his body shall truly pay or cause to be paid the said annuities and sums of money before limited to be paid out of the said manor or farm of Ash with the appurtenances to such persons and in such manner and form as I have herein before limited and appointed the same to be paid. **And** if the said John Chamberlyn shall die without issue or that he or the heirs of his body shall make default of or in the payment of the said annuities of fifty and five pounds, twenty and one pounds, five pounds and four shillings and five pounds and four shillings, or any part thereof contrary to the form aforesaid, then will and devise the said manor or farm of Ashe with the appurtenances to Michael Shrimpton, one of the sons of my said late sister Margaret Shrimpton and the heirs of his body, until the said Michael and the heirs of his body shall make default of, or in the payment of the said annuities or any part thereof, contrary to the form aforesaid. **And** if the said Michael Shrimpton shall die without issue or that he or the heirs of his body shall make default in payment of the four several annuities of fifty and five pounds, twenty and one pounds, five pounds and four shillings and five pounds and four shillings, or any part thereof, contrary to the form above limited, that then I will and devise the said manor or farm of Ashe with the appurtenances to the said John Deane, son of the said Richard Deane my uncle, his heirs and assigns forever upon condition that the said John Deane and his heirs do forever truly pay, or cause to be paid to the persons aforenamed, their heirs and assigns the said several annuities and yearly rents of fifty five pounds, twenty one pounds, five pounds four shillings and five pounds four shillings in such manner and form as I have herein before limited and appointed the same to be paid without fraud or covin in any wise.

And also to the intent and purpose and for the more better security and sure payment of the said annuity or yearly rent of ten pounds and eight shillings out of my said manor of Deane with the appurtenances, upon such trust and confidences as is aforesaid, I do give and bequeath the said manor of Lordshipp of Deane aforesaid with the appurtenances, situate and being in the said parish of Deane and Ashe in the said county of Southampton and all messuages, lands, tenements, meadows, pastures, feedings, commons, commodities, woods, undergrounds, underwoods, rents, reversions, securities, hereditaments and appurtenances whatsoever to the said manor of Deane expectant, belonging or in any wise appertaining or accepted, reputed, taken or known as part parcel or member of the same (except only such part and parcel of the said manor of Deane as at this present is used and occupied by the above named John Twyne or his assigns), to and with the said manor or farm of Ashe by indenture of lease by me made to the said John Twyne of the said manor or farm of Ashe to the above named James Deane, my servant, his heirs and assigns to have and to hold the said manor or lordship of Deane, messuages, lands, tenements, meadows, pastures, woods, woodgrounds and all other the premises with the appurtenances to the said manor belonging or appertaining (except before excepted), unto the said James Deane, my servant and the heirs of his body so long time as the said James Deane and the heiress of his body shall truly pay, or cause to be paid the said annuity of yearly rent of ten pounds and eight shillings to such person or persons, their heirs and assigns as I have before desired the same in such manner and form as herein is expressed and limited to be done and no longer. **And** if the said James Deane my servant shall die without issue or that he, or the heirs of his body, shall make default in payment of the said annuity or yearly rent or any part thereof, then I give and bequeath the said manor of Deane with the appurtenances (except before excepted), in such large and ample manner as I have given and bequeathed the same to the said James Deane and his heirs of his body to the above named William Deane, brother of the said James Deane, and to the heirs of his body for and during so long time as the said William Deane and the heirs of his body shall truly pay or cause to be paid the said annuity of ten pounds and eight shillings before limited to be paid out of the said manor of Deane to such person and persons as I have herein before limited and appointed the same to be paid. **And** if the said William Deane shall die without issue or that he or the heirs of his body shall make default of or in the payment of the said annuity of ten pounds and eight shillings, then I will and devise the said manor of Deane with the appurtenances to John Deane of Basing in the said county of Southampton glover, and the heirs of his body, until the said John Deane and the heiress of his body shall make default in payment of the said annuity of ten pounds and eight shillings contrary to the form aforesaid. **And** if the said John Deane shall die without issue, or that he or the heirs of his body shall make default in payment of the said annuity of ten pounds and eight shillings or any part thereof contrary to the form above limited, then I will and devise the said manor of Deane with all and every the appurtenances (except before excepted), to the right heirs of me the said Sir James Deane, their heirs and assigns forever upon condition that they do for ever truly pay, or cause to be paid, to the said Sir Henry Walloppe, Sir Francis Palmer and other the persons before named to whom I have given the said annuity of ten pounds

and eight shillings upon such trust and confidence as is aforesaid, the said annuity or yearly rent of ten pounds and eight shillings in such manor and form as I have herein before limited and appointed, the same to be paid without fraud or covin in any wise. **And** whensoever the several persons aforesaid to whom I have bequeathed any of the said several annuities of fifty and five pounds, twenty and one pounds, five pounds and four shillings and five pounds and four shillings shall so decease or leave this life, that there shall not be above the number of three of them living to whom I have given any of the said several annuities, then I will and desire is that the survivors of them shall by some sufficient means in law convey and assure over to some other honest and discrete persons of the several hundreds and parishes aforesaid respecting the said several annuities or yearly rents to hold to them and their heirs upon like trust and confidence as I have above expressed and so to be conveyed from feoffes to feeoffees forever to perform and fulfil the good uses above expressed.

Probate granted 13 June 1608.