



IRELETH CHAPEL AND PARSONAGE, c. 1860.

(From a photograph of a pencil sketch by the late Miss Sharpe).
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ART. XI.—*Notes on Ireleth School and Chapel.* By
J. L. HOBBS.

Read at Kendal, April 10th, 1948.

THE early seventeenth-century free school at Ireleth, near Askam-in-Furness, has attracted little notice. Slight information, principally regarding the endowments, is given in *VCH Lancashire* viii 317 and one or two other works,¹ from which the late Mr. Harper Gaythorpe drew much of the material for his brief account in the *Proceedings* of the Barrow Naturalists' Field Club.² Through the kindness of the Rev. W. A. Chare, Vicar of Ireleth-with-Askam, and Messrs. T. B. Grice and H. A. Slater, I have now had an opportunity of examining the documents in their possession, which throw light on affairs at Ireleth over a period of more than 300 years (though there are many gaps in the story).

The family of Brownrigg is mentioned in 1569 in the Duchy Pleadings, the widow of Christopher Brownrigg of Ireleth and Richard Toneson being parties in a suit in which William Penny and Roger Brownrigg, who had possession of the title-deeds of property at Ireleth, were defendants. On 31 January 1607 Giles Brownrigg of this family, a tailor of St. Clement Danes, London, purchased for £160 the remainder of a lease

¹ (a) Various editions of Mannex's *History, Topography and Directory of Westmorland, Cartmel and Furness, etc.*; (b) *Dalton-in-Furness District Local Board, Abstract of Accounts for the year ending 25th March 1887, with various Local and Parochial Information . . . compiled by John Tyson, Clerk to the Local Board* (R. Blake, Dalton-in-Furness, 1887), reprinting (c) the 1820 Report of the Charity Commissioners, vol. iii, p. 203.

² Vol. xvii p. 55.

granted on 15 August 1579, for a term of 300 years, on land in Fitchett's Field,³ London. An under-lease for 295 years, granted on 1 February 1582 as from Christmas 1581, of tenements built thereon, first known as Lincoln's Inn Grange and afterwards as the Grange Inn, Carey Street, was held by one Thomas Hitchcock; the complications of the grants were most involved, and later caused much legal argument. Giles Brownrigg, whose birth-place was Ireleth, now determined to build and endow a school there, and its foundation is recorded by the following inscription on an oak panel from the old building, preserved in the present school:

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GILES BROWNRIG
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Though the year of foundation is shown as 1608, some delay occurred in erecting and establishing the school, for the first document relating to it is an indenture between Giles Brownrigg and his heirs and all the tenants of Kirkby Ireleth⁴ and their heirs, dated 25 September 1612. This states that Giles Brownrigg has already *begun* to build a school at Ireleth, and now agrees to complete it within one year, provide a schoolmaster and assure him a yearly stipend of ten pounds for ever; the tenants, for their part, agree to make further provision as follows:

³ Usually referred to in the deeds as *Fickets Field*, but occasionally as *Thickets Field*.

⁴ The papers usually refer to Kirkby Ireleth, but it is clear that Ireleth within the parish of Dalton-in-Furness is intended, and not the ancient parish of Kirkby Ireleth, 3 miles to the north.

(a) to fence and inclose a piece of land adjoining the school-house known as Hobkin's Garth, also another plot in the common Town Fields, for the sole use of the master.

(b) to grant him pasturage and feeding for his "nagge" in the Moor Close, and also pasturage for two cows, one with the tenants' kine on the Marsh, the other similarly in the Cow Close.

(c) every tenant, for each 13s. 4d. of rent, would once a year provide and deliver at the school one cartload of good peat from Angerton Moss "if the weather be seasonable for that purpose."

(d) the tenants would, whenever needful, provide all necessary material for keeping the school building in good repair.

(e) they would take to the school-house, as soon as required, stone, sand and lime, whereupon Giles Brownrigg promised to erect a "handsome porch and sufficient before the dore of the house."⁵

The instrument was signed by Giles Brownrigg and by Thomas Bolton, Godfrey Johnson, Jo: Clark and Christopher Brownrigg⁶ on behalf of all the tenants.

There is only slight evidence as to what happened during the next twelve years. Difficulties may have arisen, but it seems unlikely that nothing was done; perhaps Brownrigg appointed a schoolmaster and provided his stipend year by year, but he certainly did not carry out his promise to endow the stipend until 15 August 1624. The indenture of that date, between the founder and four tenants of Ireleth—Christopher Brownrigg, Thomas Pirrie, Thomas Youdall and George Brockbank—is a long and important one. After reciting a history of the leases mentioned above, stating that they produce for Giles Brownrigg £13 6s. 8d. per annum less a ground rent of £1 6s. 8d. and noting that a school building has been erected at Ireleth, it goes on to assign his interest in the lease to the four tenants in trust for the maintenance of a schoolmaster, the nett sum of £12 to be applied, during Brownrigg's lifetime, as to £10 for the master's

⁵ The annual value of this further provision was estimated at £2. 17. 0 (*Notitia Cestriensis* ii 516, Chetham Society xxii, 1850), and later at £3.

⁶ Believed to be the son of Giles.

stipend and £2 as an annuity to Alice Bolton of Marton in the parish of Dalton. After Brownrigg's death the whole £12, without deduction, was to be paid to the master, who would then become responsible for repairing the glass windows of the school-house—a somewhat ingenious provision for ensuring his attention to good discipline of his pupils. The master was to be a person able to make children and youths fit to be apprentices, by teaching grammar, fair handwriting, cyphering and casting of accounts, and his appointment was arranged thus:

At, or within thirty days of Michaelmas 1624, Christopher Brownrigg was to nominate a suitable candidate, and all the tenants of Ireleth another, the choice resting with the Parson of Aldingham and the Vicars of Dalton, Urswick, Kirkby and Pennington *pro tem.*, or a majority of them. Should the tenants fail to nominate within the thirty days, or in cases of future vacancies within two months, or if at any time they failed to carry out their part of the agreement of 1612, their right lapsed and the sole nomination would be vested in Christopher Brownrigg and his heirs. During a vacancy the stipend was to be applied to the maintenance and repair of the school-house. An added Memorandum provided that during the last five years of the lease all the profits which could be obtained from the Grange Inn property, calculated then to be worth upwards of £100, were to be applied (the master's annual stipend of £12 excepted) to purchasing lands for the continuance of the endowment.⁷

Giles Brownrigg died on 20 December 1633, and was buried at Dalton.

The original school-house, well situated on an eminence in the village at the junction of the road leading to Askam,⁸ was an oblong building on two floors, with a

⁷ This endorsement appears to have been made in error, on the assumption that there would be five years' improved rent between the expiry of Hitchcock's lease and that of the main lease in August, 1879; but the former was to run to Christmas 1876, leaving only 2½ years' improved rent for investment (Hugh Hunter, in 1693, calculated that only 1½ years' rent would remain, but this was clearly a mistake).

⁸ It is not known why the school was built on that particular plot of land; it is possible, but not established, that Giles Brownrigg gave the land also, and that it was part of the Brownrigg property at Ireleth.

porch on the south side. Within a few years it seems to have occurred to some of the villagers that it might serve as a chapel,⁹ for the next document, dated 6 September 1637, is a licence from Dr. John Bridgeman, Bishop of Chester, in whose diocese the parish of Dalton was then included; he had previously interdicted the use of the school-house as a chapel, because it was neither decent nor large enough for divine worship, and the settled stipend was insufficient to support a minister: but now, as the inhabitants, through Christopher Brownrigg, undertook to pay £10 yearly towards the maintenance of a resident curate, permission was given to pull down the upper floor or loft, and to enlarge and beautify the building to the satisfaction of the Vicars of Dalton, Urswick, Pennington and Aldingham, after which it might be used as a chapel.

This licence raises problems which cannot be answered with certainty. Mr Gaythorpe considered that the £10 mentioned was the money arising from the Grange Inn rent,¹⁰ and it is difficult to reach any other conclusion, for at no time in the history of the school-chapel is there any evidence for the provision of such a sum from any other source; but he also inferred that the tenants' provision from their lands was previously the only allowance available for a minister. I suggest that the endowment had hitherto been properly applied to the upkeep of a schoolmaster, in accordance with Giles Brownrigg's instructions, and that the "chapel"—until its interdiction—had been served irregularly by any clergyman who could be persuaded to officiate; and that now, to obtain their chapel, the tenants persuaded the trustees to

⁹ *The Endowed Charities (County of Lancaster) Return for the Parish of Dalton-in-Furness*, 1901, p. 4 footnote, gives reasons for supposing that the school was being used as a chapel as early as 1622, but the Ireleth papers provide no confirmatory evidence.

¹⁰ In that case it should now have been £12, as Giles Brownrigg was dead.

apply the stipend to the upkeep of a minister who should also act as schoolmaster. Certainly the two offices were next combined in one person, as was always the case later on.

With the establishment of the chapel, a residence for the incumbent was needed, and on 27 July 1639 articles were signed between the tenants and inhabitants of Ireleth, and James Waller, Clerk, the Minister and Schoolmaster there, wherein it was agreed that the latter should be permitted to build a house at his own cost on Ireleth Green; this he was to occupy during his life, and his wife (if any) afterwards for her life, provided she kept the premises in repair; thereafter the house was to be for the use of succeeding ministers and schoolmasters rent free, subject to their keeping it in good order. Thus the tenants—signing “Mathew Richardson, Christopher Brownrigg, James Ellatson, Thomas Youdall, Robert Tunman, John Wayles, William Wayles, William Marshall, Christopher Bankes etc.”—concluded a very good bargain.¹¹

After this there is a gap of nearly eleven years in the records. What effects the Civil War and subsequent changes had upon Ireleth school and chapel must be surmised, but an extract from Lancashire Church Surveys, from an inquisition dated 29 March 1650 which was heard at Lancaster on 19 June 1650, refers to them:

“ . . . And ye said Jurors say That ye Chappel of Irleth is not far distant from its pish Church but neare enough thereto, and was onely [built for a scoole¹²] and some for their[particular¹²] ease would have ye same made a Chappel.” (Records Society vol. i, 1878, *Commonwealth Church Survey*, p. 138).

It will be convenient to quote here the list of curates of Ireleth Chapel given by T. D. Whitaker:¹³

¹¹ James Waller is the first master whose name has survived; the house, known as the Parsonage, still stands, though greatly altered.

¹² These additions are made in the Lambeth MS.

¹³ *History of Richmondshire*, 1823, ii 409.

Registry of Chester.

<i>Date of Institution.</i>	<i>Incumbent.</i>	<i>Patron.</i>	<i>Cause of Vacancy.</i>
30 Aug. 1671	John Parker	Vicar of Dalton and Inhabitants	—
—	Hugh Hunter	„	—
28 May 1699 (a)	Edmund Lodge	„	Death of Hunter
Oct. 1734	John Hall	„	—
28 May 1738	Thomas Elleray	„	Cession of Hall
24 Aug. 1744	Thomas Tyson	„	Death of Elleray (b)
25 Sep. 1791	Robert Ashburner	„	Death of Tyson

Notes: (a) 26 May 1699 according to the presentation of the Vicar of Dalton.

(b) A copy of Tyson's nomination refers to the cession of Thomas Elleray.

There is thus a doubt if the school was recognised as a chapel between 1650 and 1671, when John Parker was appointed curate. It is perhaps significant that Christopher Rawling, schoolmaster in 1655, is never otherwise described during those years. The Vicar of Dalton alone joined in Parker's appointment, and this right was claimed thereafter; the provision for examining ministers to choose the schoolmaster from two candidates became unnecessary after Hugh Hunter's death, and there is only one further mention of them.

An endorsement on the articles of 1639 regarding the master's residence, dated 12 December 1655 and signed by Rawling, "confesses" that the house contained a bedstead in the chamber, the boards on the house, four boards in the buttery and the table in the fire-house (i.e., kitchen)—all evidently school property. After Parker's cession or death, Christopher Rawling became curate as well as schoolmaster, for he is so mentioned in the Bishop of Chester's visitation list of 1674.¹⁴ Eventually Rawling became too aged and infirm to carry out

¹⁴ An order of the Bishop, dated 29 June 1674, discharged the inhabitants of Ireleth from finding a chapel warden, but the circumstances are not explained.

his school duties; on 12 December 1683, therefore, he agreed with the tenants that Hugh Hunter should officiate for him from 2 January 1684 and receive the emoluments¹⁵ and all other profits then, or in future, belonging to the school, subject to paying £5 10s. in half-yearly instalments in "ye South poarch of ye sd Schoole house" to Rawling, who retained the title of schoolmaster for life.

Hugh Hunter had been ordained deacon in 1677, and when Rawling died he became curate-schoolmaster; the actual date is not known, but the diocesan Registrars of Chester kindly inform me that their records include a petition to the Bishop of Chester, dated 1691 and signed by numerous persons, for the granting of a licence to Hunter to teach in the "Free Grammar School in Kirkby Ireleth in the parish of Dalton."¹⁶ Christopher Brownrigg had died in 1660, his gravestone in Dalton churchyard stating that he was the last of his name, and his sole heir was John Bankes of Ireleth, who thus acquired the right of nominating a candidate. While only acting-Master, Hunter began to give much attention to the affairs of the school, and his first step was to persuade Bankes "for divers good Considerations" to assign the nomination to him; this was done on 11 April 1685, and eventually gave the tenants the only right. Hunter then examined closely the early deeds relating to the Grange estate leases, which he copied into a small parchment-covered book, together with some remarks on the law regarding leasehold property: his study caused him concern as to the legal safety of the endowment and, incidentally, of his stipend—which he sought to increase.

¹⁵ Stated to be a yearly salary of £12, a house, two gardens, one meadow, four grasses and sixteen cart-loads of turf.

¹⁶ According to *VCH Lancs.* viii 317 footnote, the appointment was made in 1689, but no authority is cited. In his letters Hunter twice mentions the "Free Grammar School at Ireleth," and there are indications that he wished to raise the status of the school; the Ireleth papers usually refer simply to "the school," but occasionally to "the Free School."

The original document (if any) is missing, but we learn from his correspondence, copies of which he retained, that at some unknown time previously the tenants (then sixteen in number) had agreed among themselves that the office of trustee should be interchangeable, four acting for all each year in rotation. A document dated 3 April 20 Charles II (1668), which has survived though torn and partially destroyed by mice, is an agreement between Thomas Hart and Hugh Postlethwaite (apparently the surviving trustees at that time) on the one hand, and Samuel Bibby, Thomas Layte, Robert Tunman and Richard Youdall (four more of the tenants of Ireleth) on the other. It notes the foundation of the school by Giles Brownrigg, and states that by agreement he nominated four of the tenants to be "in the nature of Guardians, Trustees and Governors of the school,"¹⁷ and that when any one of them died the survivors were to appoint another to join them, with full power.¹⁸ This "of late hath been omitted partly by nature of the great troubles and disturbances in the nation," and it was agreed that the present tenants of Ireleth now appoint the four tenants named as "Guardians, Trustees and Governors of the school" with authority according to the terms of the Foundation Deed; whenever any one of the four died the survivors, or a majority of them should nominate another fitting person from the remainder of the tenants, to fill the vacancy (it being ordered that the name of every new trustee so elected was to be noted in a memorandum or endorsed on the back of the document itself, which was witnessed by Christopher Rawling);¹⁹ the following endorsements appear on the

¹⁷ This is not stated in the deeds of 1612 and 1624; the agreement was presumably verbal, but the fact that four tenants only had signed in each case was evidently used as a precedent for later procedure.

¹⁸ This, too, must have been agreed verbally.

¹⁹ The appointments were thus for life, and the system of all tenants acting annually in rotation, four at a time, has clearly not been known.

back: (a) (date destroyed) *Hugh Postlethwaite* (mark), *Joseph Hudlestone*, *John Cragg*, *Wm. Greenup*, *Thomas Hart*, *Myles Brockbank*, *Trustees*; (b) *Feb ye 7th 1710/11 Trustees elected. Bart Huddleston*, *Tho: Postlethwaite*, *John Brockbanke*, *Obadiah Cragg*, *John Clibran*, *Barratine Grice*, *Thos Saul*, *Joseph Hart* (eight in all, indicating a further change in the method of election).

Hugh Hunter was doubtful as to the validity of the method of appointing trustees then current, and thought that the endowment might be imperilled thereby; he further thought that, while it was impossible to say what the value of the property might be five years before the lease expired in 1879, it was now worth at least £60 per annum, but the school (and, in particular, the master) still only received the original £12. He claimed that three of the tenements erected on the land in Fitchett's Field were not included in Hitchcock's long-term lease, but had been let for a period which expired about 1610; no new lease had been granted in respect of them, and the Ireleth trustees might be entitled to these premises under the indenture of 1624:²⁰ it might be possible, therefore, to apply for additional rent, unless the failure of the trustees to do so earlier had barred a claim.

After he became incumbent of Ireleth Hunter wrote voluminous letters, giving the history of the leasehold property from the time of the original grant of 18 July 1567, stating his case and asking questions. In February 1693 he sought advice from a Mr Moore, who replied from Lancaster Assizes; Moore's opinion was indecisive, though he thought that George Brockbanke was the last surviving original trustee under the deed of 1624: Brockbanke had died intestate and his administrator was also dead; new Letters of Administration should therefore

²⁰ The point at issue was whether the three tenements were included in the five of Hitchcock's long lease, or whether they were additional, i.e. whether eight tenements or five only had been erected in Fitchett's Field. Hunter thought that there were eight, but this is very doubtful.

be taken out. The school endowment appeared to be quite safe, though Moore saw no grounds for establishing a claim to anything more than the £13. 6s. 8d. less ground-rent of £1 6s. 8d. per annum. Certain points of law were not clear, and he proposed to consult Sergt. Rawlinson. The result is unknown, but may not have been satisfactory to Hunter, for two years later he re-stated the case for Counsel's opinion. This was given by Counsellor T. Patten on 14 July 1695; he largely ignored the question of election of trustees, and favoured the claim on the facts as stated to him, provided it could be shown that certain of the tenements had been omitted from Hitchcock's lease; the case was not taken further, however, and it is certain that the school never received more than the £12.²¹

Hugh Hunter died in 1699 and was succeeded by Edmund Lodge,²² on the nomination of Anne Askew, Christopher Hart, William Hart, Thomas Wayles and Thomas Postlethwaite, tenants and inhabitants, on 20 May 1699; there must have been some dissension, for it is added that Edmund Lodge had been certified by the five Ministers as a suitable person, though some of the inhabitants "would have gone contrary to the Canonical Rule and the Donor's directions by putting one in the place whether fit for master or not, and not ordained." Anthony Turner, vicar of Dalton, accepted the nomination and certified to the Bishop of Chester that, a vacancy existing, he had chosen Edmund Lodge and therefore presented him to be ordained deacon; thereafter the same procedure was followed if the nominated

²¹ One further incident of Hunter's incumbency should be noted: Canon Raine mentions the "Case of Ireleth School, an(no) 1693, v(ide) Pap. Reg." (*Notitia Cestriensis* ii 526). This clearly refers to our Ireleth, but I have been unable to obtain any details; nothing now exists at Chester to explain the matter.

²² Possibly the Edmund Lodge who had been appointed to Dendron School a few months earlier (*Proc. Barrow Nat. Field Club* xvii 248-9).

candidate was a layman, to enable him to act as curate of the chapel as well as master of the school.

Behind the formal phrases of an arbitrators' award of 26 December 1706 it is possible to read a human story of more village dissension and scandal. Christopher Hart had spent certain money in repairing the school-house without consulting others, but claimed a share of the expense from Thomas Postlethwaite, John Clibbern (*sic*), Obadiah Cragg and several more of the tenants. They disclaimed any liability and counter-claimed that Hart had exceeded his rights in the Ireleth Common and waste ground, thereby committing trespasses and damage. One accusation led to another, for there were "several other affairs," and finally matters became so serious that two arbitrators from Ulverston were appointed—Roger Woodburne, gentleman, and William Kilner, apothecary—to settle the dispute, the various parties involved binding themselves in the sum of £100 to accept their finding. The arbitrators after hearing those concerned, ordered Christopher Hart to withdraw all claims against the tenants in respect of the repairs to the school; he was to pay five shillings to them "for the use of the Inhabitants of Ireleth," and they for their part were to withdraw all claims for Hart's alleged trespass. This seems to have ended the matter.

In 1717 John Rogers was occupying the Grange Inn property, and having been charged Land Tax upon it, applied to John Stephenson, now the schoolmaster at Ireleth, for a proportionate payment from his stipend of £12. This would have reduced it substantially, and naturally Stephenson firmly resisted the claim, basing his objections on two clauses of the Land Tax Act which were held to exempt the stipends of schoolmasters and ushers, and all revenues arising from bequests of land made for charitable or pious purposes and prior to 1693. The inhabitants supported him, and the matter was placed in

the hands of a London attorney, William Hart,²³ with an expressed determination to fight the case; but it was settled amicably, Rogers withdrawing his claim. In the papers relating to this matter, John Stephenson refers to himself as "schoolmaster" only, and Whitaker shows no incumbent between Edmund Lodge and John Hall (p. 151 above); but Stephenson was in fact curate also.²⁴

An agreement signed by the inhabitants, dated 23 September 1733, gives a piece of land adjoining the schoolmaster's garden and known as the "Butts," for "augmenting and increasing the Sallary of Our Curate and Schoolmaster," while a similar agreement made on 4 February following gives another plot, Back Green (Hopkin Garden, the property of Mr John Hart excepted); for the same stated purpose. The latter is rather strangely endorsed "To The Reverend Mr. Thomas Elleray, Curate at Ireleth near Ulverstone, Lancashire, via Lancaster" and, in the same hand, "John Hall 1737." John Hall, appointed in October 1734, officiated for less than four years; in presenting him for ordination, the vicar of Dalton stated that there was a certain endowment at Ireleth of £17 per annum. Hall acted in the dual capacity, and on his cession was followed in 1738 by Thomas Elleray; nothing noteworthy appears to have occurred during the latter's few years of office.

Thomas Tyson succeeded, either on the cession or on the death of Elleray; the copy of his nomination, dated 3 January 1743/4,²⁵ declares a vacancy through *cession*, and the vicar of Dalton in his presentation certifies the endowment to be £15. Tyson held the two positions for over 45 years, during which period many changes occurred.

²³ Possibly a member of the Ireleth family: see below, p. 158.

²⁴ "In 1716, Nov. 12th Mr. John Stephenson was the Curate and Schoolmaster but his salary as Curate never exceeded £5 a year, which the Inhabitants had charged upon their farms"—Mr Joseph Lambert's Letter to Bishop Gatsrell, of that year (*Notitia Cestriensis* ii 515 footnote); 1722, "Here is a dwelling house for ye Master lately built by one of ye Masters, wch wth a Garden, was let for 12s, but ye present Master lives in it" (*ibid.* 516).

²⁵ The date disagrees slightly with Tyson's own statement, p. 160 below.

In 1749 the Governors of Queen Anne's Bounty granted £200 to the chapelry of Ireleth, which was expended in purchasing land at Cocken, near Barrow,²⁶ in conjunction with Walney Chapel, after which the property was equally divided between the two chapels. As the estate cost £436 5s. and only £400 was available, the two curates each had to advance £18 2s. 6d. to make up the purchase money. Further grants were received at Ireleth in 1753 and 1772, and these too were used to buy land.

In 1765 William Kilborn, who then held the Grange Inn, renewed the claim for payment of Land Tax on the Ireleth stipend. Again the trustees supported their curate in resisting the claim, and the arguments used by John Stephenson in 1717 were quoted. While searching the school chest for other relevant papers, Tyson discovered the writings of Hugh Hunter; like Hunter, he felt that the school had received less than it should, though he would be content if he could retain his salary of £12 in full. But Kilborn continued to press the matter, and the case was referred to Thomas Hart,²⁷ of Staple Inn, who took the opinion of William De Gray, Attorney-General; this, given in April 1766, was in Kilborn's favour, but a compromise was effected: in agreeing the amount to be paid, a statement was sent to Ireleth which indicates how the property had increased in value:—

	£		£	s.	d.
The Grange Inn	rented at 55	taxed at 12	5	0	
The Slaughter House	„ 38	„ 4	11	0	
The Tripe House	„ 25	„ 2	19	6	
	—		—		
	118		19	15	6
	—		—		

and an incomplete addition which had not yet been assessed.

²⁶ For particulars of the Cocken property see *Proc. Barrow Nat. Field Club* xii 51-2 and New Series vi 41-43.

²⁷ Of the Old Park, Ireleth, family; two of his letters to Tyson send his respects to "my father and family."

Ten years later, on 9 February 1776, Tyson completed an agreement with a majority of the tenants and land-owners of Ireleth (nine signed), whereby he relinquished his claim to "one Cow Crass" (*sic*) in the Common Town Fields,²⁸ in exchange for the right to enclose 1 acre 3 roods of land on Ireleth Marsh.

A MS. copy in Thomas Tyson's handwriting gives his replies to a questionnaire about the chapelry, and throws interesting light on conditions at Ireleth; it is undated:—

1. The Chapel of Kirkby Ireleth is a Chapel of Ease under the parish church of Dalton in the County Palatine of Lancaster. The Chapelry consists of one small village comprehending Nineteen Dwelling Houses and many/most of the Inhabitants are Tenants at Rack Rent.

2. and 3. No Sectaries of any Denomination within the said Chapelry.

4. There are none who obstinately or previously absent themselves from public Worship on the Lord's Day.

5. I reside constantly upon my Curacy, not in the House belonging to the Chapel, but in one of my own, and am in Priest's Orders.

6. Divine Service is duly performed twice every Lord's Day and one sermon preached. Prayers are mostly read on such days as are appointed by the Rubrick, the Children are catechised every Year in Lent and an exposition read either from Bishop Beverige or Dr. Clark during that season. The Sacrament administered three times in the Year; there are generally above twenty Communicants and last Easter twenty-seven.

7. The Chapel of Kirkby Ireleth was first endowed with the yearly Salary of four Pounds ten Shillings by Gyles Brownrigg of the Parish of St. Clements Danes in the Strand in the County of Middlesex in 1624. It received the Benefit of £200 Queen Ann's Bounty in 1749 and a Purchase of Lands made in 1750. A second lot came in 1753 and a Purchase of Lands made in 1754,²⁹ a third lot fell in 1772 and a purchase of Lands made in 1774. All which said several purchases now let at the Yearly Rent of Thirty one Pounds.

8. The Inhabitants have heretofor elected and the Vicar of Dalton nominated to the said Chapel/Curacy of Kirkby Ireleth.

²⁸ These are named—Broad flatt, Middle Close, Side Banks and Eskam.

²⁹ The Ulverston property (below, p. 163).

The Chapel House is in good repair. And as there are no Glebe Lands, there is no Terrier. We have no public Register, there being a proper Register of Baptisms, Marriages and Burials regularly kept at the Church at Dalton for the whole parish.

9. I teach a Free school at Kirkby Ireleth (for want of a School House) in the Chapel. It was endowed by the said Gyles Brownrigg at the time of his endowing the sd Chapel, with the yearly salary of £5/10/- together with £5 which the inhabitants have obliged themselves to contribute yearly for ever, Make the whole Income ten guineas a year. For which said School I obtained a licence from S. Lord Bishop of Chester the 24th December 1744. The number of Scholars are about 30, and are taught Greek and Latin, Writing and Accts and such other kind of Learning as are most likely to ground them in the Principles of the Ctn Religion.³⁰

10. No Alms-houses etc.

Tho. Tyson curate of K. Ireleth.

Kirkby Ireleth Curate—Tho. Tyson nominated 21 Dec 1743.

Deacon, 24th Sept 1744. Saml Chester. Priest May 25th 1746 S. Chester.

After Thomas Tyson's death in 1790, Robert Ashburner became curate and schoolmaster, though not without considerable trouble to those concerned. No objection seems to have been taken previously to the inhabitants of Ireleth electing a curate and the vicar of Dalton nominating. Now, the Rev. (later Canon) Christopher Couperthwaite, the vicar, considering that he had the only right to nominate curates to chapelries within the parish, sent to the Bishop the name of John Singleton, curate and schoolmaster at Dendron since 1787; while the inhabitants, through a majority—Richd Simpson, Geo Brockbank, Dorothy Ceifran, Eleanor Hart (*mark*), John Woes, James Park, John Cragg, Thos Grice, John Newby and M. Newby, Edward Lesh, Jane E. Saul, William Hart

³¹ Although providing a more liberal education than laid down by the founder, Tyson seems at fault in his history of the school's endowments, in spite of his examination of the papers in the School Chest. It is interesting to note how far the scheme had been diverted from the founder's intentions, and how the chapel had usurped the school, which almost seems to have been continued on sufferance.

—in accordance with ancient custom elected the Rev. John Bolton. The Bishop of Chester refused to licence either candidate while the matter was in dispute, and warned the parties that the title would lapse to him if the vacancy still existed at the end of six months.

Mr William Atkinson, a Dalton attorney, acting for the vicar, on 7 November 1790 stated a case for Counsel's opinion, which contained some interesting statements. It mentioned that the vicar had been refused sight of the papers relating to the chapel, but he was persuaded that no Deed existed giving the inhabitants the right of presentation. From what could be learned, certain trustees were appointed when the school was founded, and when one died the survivors were to appoint another, but no trustees had been appointed within the memory of man. When the chapel was consecrated was unknown, but the school was taught in it till within ten years before (when a new one was built),³¹ so it was clear that the school had been converted into a chapel. The inhabitants had not consulted with the vicar, or even asked him to nominate the person they had elected, who was chosen without a public meeting being held: signatures having been obtained one after the other by a house-to-house visitation.³² Was this regular, or had the vicar of Dalton sole right of nomination; if he had, how should his nominee obtain possession, and did the school follow the chapel or would the inhabitants retain the right to nominate a schoolmaster?

³¹ Notitia Cestriensis ii 516 footnote says "A small room near it (*sc.* the chapel) has been converted into a School." No date is given, and the Ireleth papers contain no clue, but the reference is evidently to this change (*circa* 1782?); "in 1820 the room was much out of repair, but the inhabitants had the intention (not carried out) of repairing or rebuilding it" (Dalton Abstract, 125-6).

³² Nothing has been discovered to show what, by this time, constituted the qualification (if any) of an "Inhabitant, Tenant, and Landowner" to take part in an election, nor what usual procedure was adopted by those qualified to elect.

William Scott gave his opinion a week later. In law, a vicar had the nominations to chapels within his parish, but if another method of appointment had been practised and ancient usage shown, then a Court would presume that the original agreement had been made reasonably, even if no Deed could be produced. If the inhabitants had *always* elected, then that was the constitutional method of appointment though it was for the inhabitants to produce evidence that such was the ancient usage. Supposing such usage to exist, it must be observed strictly. If the Curate had been elected at a public Vestry and the Vicar consulted with and requested to nominate, a failure in any of the circumstances invalidated the election. So far as could be judged, the chapel drew the school after it.

This opinion appeared to be against Mr Couperthwaite; meanwhile, to prevent a lapse, Mr Atkinson was advised from Chester to proceed by writ of *Quare impedit*. This was done, Chester and the Rev. John Bolton being joined with the signing inhabitants as defendants; as these were numerous, some time was needed to serve the writ on all of them, and it was agreed not to make it returnable before Easter Term 1791. It was served on the bishop, for an endorsement on the writ reads: "1791 Jany 29th Served copy on the Bishop of Chester before 10 o'clock in the forenoon at the Marquis of Buckingham's Town House. John Jopson."

Wiser counsels prevailed, however, and the case was never heard; for on 14 March 1791 nine inhabitants and landowners³³ signed a nomination in favour of the Rev. Robert Ashburner, in agreement with the vicar of Dalton, to avoid litigation—though both parties maintained their rights. But the vicar and the inhabitants signed separate papers, and this was not in order; a joint instrument was therefore completed on 19 April.³⁴ Even then one

³³ Dorothy Ceifran, Eleanor Hart, Jane Saul and William Hart did not sign.

³⁴ Two further inhabitants, Richard Simpson and George Brockbank, did not sign on this occasion.

difficulty remained; Robert Ashburner³⁵ had been ordained, but was only a deacon, and the bishop would not licence him to Ireleth until he was in priest's orders; and it was only after that had been effected that he was finally appointed on 25 September 1791, and settled at Ireleth with the full consent of all parties.

A few months later, in February 1792, he received the bishop's enquiry about the value of the perpetual curacy, since the Governors of Queen Anne's Bounty were about to augment the living;³⁶ the income was returned as follows:

" An estate at Cocken in the parish of Dalton	£	s.	d.
which produces the clear yearly sum of	21	0	0
Lands at Ulverston which let yearly for	8	5	0
A Quantity of Marsh Land in the parish			
of Colton which lets at the yearly rent of	3	15	0
	<hr/>		
	33	0	0
	<hr/>		

There are no Tythes, Surplice fees or Easter Offerings, except sixpence which is paid for each Baptism and that does not amount to Ten shillings in the Year." (Note that the income from the grants of the tenants in 1612 and Giles Brownrigg in 1624 was evidently regarded solely as relating to the school, and therefore not returnable).

³⁵ See CW2 xliii 55-69 for details of the Ashburner family's domestic circumstances in the period 1814-1819 (Art. VII, *The Diary of Margaret Ashburner of Ireleth*, by T. E. Casson). Mr Casson mentions that Robert Ashburner was also curate of Rampside, but cannot say if he held the curacies in succession or simultaneously; I have obtained the following information: (a) He was curate of Dalton 1785-1789, but there is no mention of an appointment to Rampside, unless he was the John Ashburner instituted there in the latter year (Dalton Abstract). (b) according to Barfoot and Wilkes, *Universal British Directory*, Supplement no. 67, p. 50 (1797) the Rev. Rob. Dixon was then curate of Rampside, but he is not mentioned in the Dalton Abstract, which next shows the appointment of the Rev. William Ponsonby in 1804; (c) Mr J. S. Dearden tells me that a copy of Robert Ashburner's resignation from the curacy of Rampside, preserved at Rampside church, is dated 29 August 1808. Although the details are conflicting, it certainly looks as if the two curacies were held simultaneously for several years.

³⁶ With the money thereby provided Birkrigg Close, a plot of land in Urswick parish, was purchased in 1797.

In 1820 Mr. Ashburner had let his privilege of feeding a horse in the Moor Close, receiving 30s. to 40s. a year. Some of the tenants were still delivering peat, but others had compounded in money. The original curriculum was being followed, but children were also taught Latin if required; upon an average the number of scholars was ten to twelve.³⁷ He held office until his death in 1840, at the age of 81, and his incumbency was the longest in the history of the school and chapel.

His successor, the Rev. H. N. Walton, B.A., was the last of the curate-schoolmasters. In 1859, when the population of the district was increasing greatly, it was proposed that steps should be taken to have the chapelry of Ireleth created a separate parish, and a necessary preliminary step was an application, on 7 March 1860, to have the offices of curate and schoolmaster divided. The minister's income was then said to be £103 13s. 6d. per annum,³⁸ while the schoolmaster's stipend was given as £15; this was quite inadequate to maintain a master, so on 7 October 1861 application was made to the Charity Commissioners for a new scheme in respect of the school. The application contained the following statement (quite at variance with the evidence which we have been considering):

It was expected that Mr Walton would become the first vicar of the new parish on its creation, and he therefore resigned the mastership of the school on 30 April 1862; the new scheme was received on 12 August 1862, and from the beginning of 1863 the "Free School" ceased to exist as such, scholars now paying a few pence tuition fee weekly towards the master's maintenance.

"That the Village School subst for the Orig: Building (which is now and has been since 1637 used as a Chapel and for no other purpose) is only a very poor building."

³⁷ Dalton Abstract, 126.

³⁸ Queen Anne's Bounty £63. 13s. 6d., and a grant from the Ecclesiastical Commissioners £40.

The original part of the present village school building was erected in 1862 by the Duke of Buccleuch, and the old building of Giles Brownrigg was pulled down in 1863. The font was taken to Cliff House, where it remains, and the massive stone pulpit went to Longlands Mines, where it was kept under cover for many years, but later removed into the open: in November 1947 it was returned to Ireleth, through the good offices of Mr H. A. Slater, for preservation in the churchyard.³⁹ The old chapel bell, without name or date (probably a ship's bell) was hung at Millwood until replaced by an Italian bell cast by Terzo Rafanelli of Pistoia; it then joined the pulpit, and was seen by Mr Harper Gaythorpe at Longlands in 1902, without a clapper and disused; through the kindness of Mr Edward Trenouth of Dalton I am able to add that the bell was later repaired, and is now in service at the Newton-in-Furness mission church. The present Ireleth church was consecrated on 29 June 1865, also built by the Duke of Buccleuch, on land given by Mr John Todd of the Guards,⁴⁰ Kirkby; an Ireleth tradition has it that he owned the site now occupied by "Bankfield" and intended that the church should be erected there, but a conference at the "Bay Horse" Inn resulted in an exchange of land, and so the church came to occupy its present position.⁴¹

Mr Walton died before the new church was completed, and the Rev. James Sandby Padley, M.A., curate of Dalton, was appointed curate and eventually vicar of

³⁹ Neither the font nor the pulpit seems to be of any great antiquity; there is no record as to how or when they were placed in the chapel, nor if they displaced earlier furniture. The chapel communion plate, consisting of a plain chalice (London silver mark of 1823-1824) and an early electro-plated paten are preserved with the present plate, which only dates from the opening of Ireleth church.

⁴⁰ Cf. CW2 xliii 56.

⁴¹ A letter to Mr Padley from Mr Edward Wadham of Millwood, dated 1 October 1874, gives the cost of the building as £1677 2s. 11d., and Mr Padley has endorsed thereon that the heating apparatus cost £117, and the value of the land was £250, so that the total cost was £2044 2s. 11d.

Ireleth. After a Mr Nichols had taught for a short time, John Jenkins became schoolmaster, and thereafter the school took a separate course. Mr Padley, who lived at Tytup Hall, took no part in the teaching at the school, as former incumbents had done, but he certainly took some interest in the endowments, from which he might receive benefit. A curious letter from his London solicitor, dated 1 June 1867, shows that he had attempted to claim that at some time the tenants of Ireleth had commuted their liability to provide peat by a money payment, to be expended in coals,⁴² which he thought should be paid to him. The solicitor was very doubtful about the matter, and although he considered bad the excuse of three tenants (that there was no liability, as the children were taught freely when the tenants provided certain emoluments), he thought that they would find a stronger defence if necessary; he advised Mr Padley to consult some local lawyer, showing the school Deeds, and to abide by the opinion he obtained, but to avoid litigation in any event, since a legal contest would swallow up far more than the value of all the contributions claimed. The claim does not appear to have been pressed further.

The separate parish of Ireleth-with-Askam was formed on 12 May 1874.⁴³ In 1879, when the Brownrigg lease expired, the trustees of King's College Hospital (which was partly occupying the Grange Inn site) in whom the reversion was vested, offered £1000 in settlement of all claims, as it was found impossible to locate exactly the situation of the property demised for maintaining Ireleth school. The school buildings were enlarged in 1898, but after an existence of more than 330 years, Ireleth School may soon be only a memory, for there are fears that it will be closed as redundant under the Education Act of 1944.

⁴² Possibly a reference to the arrangement existing in 1820, but no surviving document substantiates the claim.

⁴³ Order in Council, London Gazette notice.

It is strange that none of the documents mentions any of the scholars educated at the school, though there must surely have been at least a few who made some mark in life; nor is there any suggestion of customs similar to those of Urswick Grammar School.⁴⁴

In conclusion, I should like to express my thanks to Messrs F. Barnes, B.A., F.L.A. (Borough Librarian of Barrow-in-Furness) and J. Melville for their advice and assistance in the examination of the Ireleth papers; Miss H. E. Fleming (Assistant in charge of the Reference Department, Barrow-in-Furness Public Library) for help in checking various references; and Mr J. Latham for his excellent copy of the photograph of Miss Sharpe's pencil sketch of Ireleth Chapel, which is preserved at Ireleth Vicarage.

⁴⁴ See John Bolton, *Geological Fragments*, 123.