

## The Manor of Churchill.

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CHURCHILL having been held under or from the Bishop of Bath and Wells as Lord of Banwell, its early history is somewhat difficult to trace. The origin of the name has been supposed to come from Roger de Courcel, who was a large Somerset owner in the time of the Conqueror, because he owned a manor of Blackmore which happens to be a place-name in Banwell. But the Blackmore of De Courcel would seem, according to Mr. Eyton's judgement, to have been in the hundred of Carhampton, and, if so, the above idea must be given up.<sup>1</sup> That there may have been a Roger as Lord in William's time will be presently seen, but his name was not Courcel, and did not become Churchill. Every early notice of a name is not only of interest in connection with the manor, but also as possibly leading to the identification of two effigies in stone, now placed in the church porch, judged to be of about, or soon after, the year 1280.

The earliest found official record is of 1282, when Bertram de Govys, sen., sold to Henry de Govys, three carucates of land, with belongings, in Kurchell, Berewes, Breen, and Burnham, with other lands in Wilts and Dorset, and the advowsons of the churches.<sup>2</sup> No church is mentioned by name, so that the advowsons cannot be even suggested: the expression, unfortunately, must be taken as intended to be legally inclusive, rather than special.

In 1286 there was an action at law between William son of Richard de la Burne, and William de Moleyns, concerning

(1). *Somerset Domesday Studies*, vol. i. p. 60.

(2). *Feet of Fines, Divers Counties*, 10th Edward I, No. 117.

a mill in Churchill, worth one mark, when William de la Burne was declared the owner, as successor to his grandfather.<sup>1</sup>

A jury in another suit, a little later (about 1400), declared that Geoffrey Potter was a free man, and not *nativus* of John Tully as belonging to his manor of Courchell in Little Holford.<sup>2</sup> Thus there was another manor of Churchill, which now seems to be lost.

In 1416, Thomas Brook, Knt., died owner of twelve messuages, etc., in Churchill.<sup>3</sup> These passed to his widow, Joan, who died in 1436.<sup>4</sup> The property then came to Thomas Cheddar, who owned also, in 1442, the fourth part of the manor of Worle.<sup>5</sup> Then came John Talbot (Viscount Lisle), owning by right of his wife, half of twelve messuages, a mill, four carucates of land, twenty acres of meadow, a hundred and sixteen of pasture, and seventeen acres of wood, in Churchill and other parishes.<sup>6</sup> After him died, in 1467, Joanna, his widow, one of the daughters and heirs of Thomas Cheddar. She owned also lands in Kew-Stoke, Worspring, Uphill, and Locking, and a fourth part of the Manor of Worle.<sup>7</sup> Margaret, her sister, widow of George Veer, Knt., died in 1471.<sup>8</sup>

The first found mention of Churchill in the descent of the manor is in 1447,—20th Henry VI,—when John Austell sold to John Tretheke, Esq., and his heirs, the manors of Chirchhill, Fitzpaynescary *alias* Littlecary, and Pokerelleston, which Alice Beaumont wife of John Fitzpayne held for her life; and other lands in Axbrigge, Sytecote, Banewell, and Welles.<sup>9</sup>

It is seen here that John Fitzpayne, also owner of Cary Fitzpayne, at some time before this date died lord of the manor of Churchill, thus taking the ownership back to, say,

(1). 15th Edward I, *Hil. Agarde*, vol. xxxiii.

(2). *Coram Rege.*, Henry IV, *Agarde*, vol. vii. fol. 16b.

(3). *Inq. P.M.*, 5th Henry V, No. 54.

(4). *Ib.*, 15th Henry VI, No. 62.

(5). *Ib.*, 21st Henry VI, No. 55.

(6). *Ib.*, 32nd Henry VI, No. 38.

(7). *Ib.*, 7th Edward IV, No. 42.

(8). *Ib.*, 12th Edward IV, No. 40.

(9). *Feet Fines, Divers Counties*, No. 255.

before the year 1400. The Fitzpaynes had extensive possessions, and much land in this neighbourhood, but, curiously, Churchill does not appear noticed in their holdings; possibly because being held of the bishop, neither payment nor service was due to the King.

John Tretheke held the property but a short time and it passed apparently to a daughter, who died in 1478, as Alice wife of Nicholas St. Lowe, Knt., when she was found seised of the manors of Pokeston and Churchill; the first being held of the Bishop of Bath and Wells by military service and worth twenty marks; Churchill, also worth twenty marks, being held of the same bishop, but by what service was unknown; and Alice, it was declared, held no lands of the lord the King.<sup>1</sup> She was succeeded by her husband for his life, and then by their son, John St. Lo, Knt. Sir John died in 1559, owner of Churchill and Pockerelston,<sup>2</sup> leaving a son, William, Knt., who, in 1563, sold the property to Ralph Jenyn or Jenyns. The purchase included the manors of Puxton, Churchill, and Edingworth; 200 messuages, 200 tofts, 6,000 acres of land; 1,000 acres meadow, 3,000 acres pasture, 500 acres wood, 500 acres of gorse and heath, and a rent of £10.<sup>3</sup> Ralph Jenyns died in 1572. In his will, where he calls himself Auditor of the Dean and Chapter of Gloucester, he directs his executors to "provide one great marble stone to lye upon my grave, and a picture of my wife and eight children—five boys and three maydens; with the daye, month, and yeare of my buriall to be made and graven in latten, and fixed on the same stone." This is the brass still to be seen. The Jenyns family kept possession until 1652, when Richard Jenyns sold to John Churchill, Esq. The property was declared to be twenty messuages, twenty cottages, a windmill, twenty gardens, twenty orchards, two hundred acres of land,

(1). *Inq. P.M.*, 19th Edward IV, No. 28.

(2). *Excheq. Inq.*, 1st Elizabeth.

(3). *Feet Fines*, Michaelmas, 4th and 5th Elizabeth, No. 601.

sixty of meadow, two hundred and fifty pasture, sixty acres of wood, three hundred acres gorse and heath, common of pasture for all manner of cattle, and free warren in the appurtenances of Churchill. The parties being summoned to the "Common Bench," the usual warranty for title was duly given.<sup>1</sup>

The appearance together here of the families of Churchill and Jenyns has excited some curiosity and speculation as to their position towards a later connection of the same names, when, the Churchill name being ennobled, the Jenyns property passed to that family with Sarah Jenyns, the celebrated Duchess of Marlborough. By the kindness of the Rev. F. Brown, F.S.A., the following short Jenyns pedigree will solve all doubt on that side:—

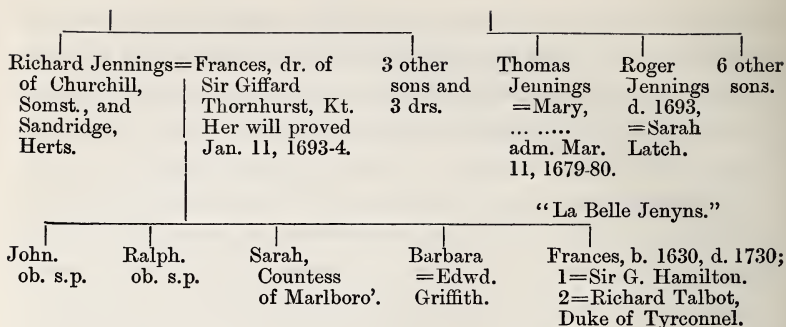
Ralph Jenyns of Churchill=Joan, dr. of Henry Bronncker of Eaststoke, Wilts,  
will proved May 9, 1572. will proved Feb. 21, 1578-9.

Elizabeth d. 1627.	Edward Gore of Surrenden, Wilts.	Sir John Jennings of Churchill, Kt., May 7, 1603, adm. Oct. 18, 1609, to Lady Dorothy, his relict.	Ann=John Dauntsey.	Thomas.
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1st wife, Ann,= dr. of Sir William Bronncker.	(He was a lunatic.)=2nd wife, Dorothy, dr. of Thomas Bulbeck, & relict of John Latch. Thos. Bulbeck, of St. Mary, Strand, adm. March 28, 1613, to Lady Dorothy, Jennings, widow, his daughter.
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Sir John=Alice, dr. of Sir Jennings, K.B., Feb. 2, 1625-6.	Richd. Spencer. His will proved Aug. 9, 1642; leaves 40s. to poor of Churchill. Her will proved May 31, 1663.	Thomas Jennings= died 1650.	Vere, dr. of Sir James Palmer, Kt., of Dorney, half-sister of Roger, Earl of Castleman.	Elizabeth Jennings, of the Savoy. Will pvd. Oct. 28, 1684.
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(1). Feet Fines, Trin.



It will be seen here that the property of Richard Jenyns, who sold Churchill manor,—he being afterwards of Sandridge, Herts,—passed to daughters by the deaths of his sons. In 1684, by deed of Dame Frances Hamilton, wife of Richard Talbot, Esq., “one of the daughters and co-heirs of Richard Jenyns, late of St. Albans, and one of the sisters and co-heirs of John Jenyns, deceased, and also of Ralph Jenyns, also deceased,” a moiety of the estate passed by purchase to the Right Hon. John Lord Churchill, Baron of Amouth in Scotland.<sup>1</sup> Lord Churchill, as husband of Sarah, the other sister, already possessed the other moiety, so by this purchase the property was re-united. The share of Barbara must have already passed to her sisters, but sufficient is shown here for the present purpose. Sarah also benefitted by her mother’s will of 1693, by which she received “all her manors for her sole and separate use.”

The exact relationship of John Churchill to this Lord Churchill will now appear in the sequel.

The mention of the “Common Bench” as the Court in which the warranty or purchase transfer of Churchill was completed shows that the time was the Commonwealth. Tradition states that Sir John Churchill—he is better known as Sir John, although not knighted until 18th August, 1670—stabled many horses at Churchill Court, and otherwise took the Royalist

(1). *Close Rolls*, James II, No. 36, M. 2.



side during the Civil War. It will be seen now that he did not own the property at that time, and consequently the story must be untrue. As the owners of Churchill were not Royalists, if horses were ever voluntarily stabled, it would be for the Parliament. Endeavouring to confirm this tradition, Rutter gives the fine imposed on Sir John by the Parliamentary Commissioners, but this necessarily must be equally untrue. The fine was imposed on John Churchill of Wotton Glanville, and elsewhere, in Dorset. On the 9th April, 1646, John Churchill of Dorset, late one of the Deputy Registrars in Chancery, prayed in regard he was aged, of infirm body and unable to travel, that he may be admitted to make composition by deputy. Following this, in July he stated he had resigned his office to his nephew, John Churchill of Lincoln's Inn; and then came John Churchill of Lincoln's Inn, and answered for the payment imposed on his uncle John of Wotton Glanville. On the 28th August the fine was fixed at £440.<sup>1</sup>

This John Churchill of Wotton was the direct ancestor of Lord Churchill, who, as shown, gathered the Jenyns property. The only fine got from the parish of Churchill was from Sir John Pawlet of Court-a-Week, for his lands in Churchill, Yatton, Walton, and Kingston, "of which he had no power to grant estates, being the inheritance of his mother." In January, 1645, he made oath concerning the property, stating that the deeds and evidences, since the distractions were a great part of them plundered and taken away or lost, and the residue were in the King's quarters, so that he could not produce them. He was fined £90.<sup>2</sup>

As John Churchill, the nephew, who was the new owner of Churchill manor, was able to hold his uncle's office under the Commonwealth he was necessarily of that side, and no fine would be laid upon him. He later changed his party, and was

(1). *Royalist Composition Papers*, 2nd Ser., vol. xiii.

(2). *R.C.P.*, vol. xi. f. 778.

thus able to hold his own on the restoration of the King. After getting a knighthood, as stated, in 1670, and other preferment, he was made Master of the Rolls in January, 1685. In October the same year he died; too early for him, as his ambition to accumulate being thus suddenly frustrated, his affairs were found heavily involved and in confusion. He left four daughters,—no son,—Margaret (Tooke), Caroletta (Hastings), Mary (Scroggs), and Diana (Wicksteed). By his will he devised Churchill to his daughter Mary, with the woods in Lincombe and the new Park in Churchill, to pay £1,500 to Caroletta, and to pay his debts. From this bequest further difficulties arose, as it happened that Mary died shortly before her father, but the will, as relating to her, remained unaltered. Also, Sir John had given an annuity of £80 in consideration of an advance of money, but died seised of the manors of Churchill and Backwell, worth £1,000 per annum, before the arrangement was completed. There were, too, several mortgages, the interest being at six per cent., and £400 were due to Mr. Child the goldsmith. In the confusion which arose, Lady Churchill having the deeds, concealed them, and committed waste in the manor; and Hastings having got possession of Backwell, and also a “very great personal estate,” refused to quit. The trustees then declined to act. The consequence was three Chancery suits, viz.:—*Tooke v. Hastings*, *Scroggs*, *Piggott*, *Roynon*, *Wicksteed*, and *Prideaux*; *Scoggs v. Took*, *Piggott*, *Roynon*, *Hastings*, and *Wicksteed*; *Hastings v. Took*, *Scroggs*, *Piggott*, *Roynon*, and *Kirkeham*.

These suits were followed by decrees: one 23rd May, 1688, ordering the property to be sold; another after seven years' litigation, 27th June, 1695, confirming the first order; and, the suit being continued, these orders were again confirmed, 29th June, 1697. The Bill stated that Sir John agreed in May, 1654, to settle the manor of Churchill, value £500 per annum, on Susanna his wife, daughter of Edmund Prideaux; she receiving a marriage portion of £2,500 from

her father. After her the manor was to pass in tail male down to the tenth son, and in default, to trustees, for raising portions for daughters, viz., if but one, she was to have £3,000; if two, £2,000 each; if more than two, £5,000 to be equally divided, each portion to be paid at the age of eighteen or marriage, which ever should first happen. By "mistake of him who drew the settlement," it was claimed that the trust for daughters arose only if the wife died before Sir John without issue male; but as she survived him, it was asserted the trusts in the settlement never arose. Tooke claimed £1,250, his share of £5,000; and that Churchill, not being settled on Lady Susanna, ought to be sold. It was also prayed that the annuity should be charged on Backwell. The other side urged that there was no mistake made by the draughtsman: that no provision was made for the daughters if Sir John died before his wife, and they had no claim to the £5,000. It was denied that, "in his weakness," he was prevailed on to make this will. The decree, 23rd May, 1688, ordered a sale.

The second bill mentions this decree, and an order that Scroggs should be paid £2,500, due on his marriage settlement, security to be given out of the manor of Backwell, which it was claimed should be sold to pay the debts. But the decree not naming a time for the payment, Hastings, who had possession of Backwell, made no attempt to pay, a time was therefore prayed, with an order for sale. The order was that Hastings pay by the first of next term, or Backwell to be sold.

After all this, Churchill was sold, but difficulties as to title were still deemed to exist, the result being a private Act of Parliament, in 10th William III, 1698, entitled, an Act to confirm the sale of part of the estate of Sir Jonn Churchill, Knt., lately deceased, pursuant to his last will and two decrees of Chancery for performance thereof. This sets out a portion of the will, as follows:—

"I give and devise unto my said daughter, the Lady Scroggs, and her heires, all my mannor of Churchill in the said County



of Somersett, and all my lands, tenements, and hereditaments thereunto belonging, and my woods in Lincomb, and alsoe my new enclosed Parke at Churchill, to the end she may pay out of the profitts, after her mother's decease, fifteen hundred pounds to my daughter Caroletta, and pay my debts that my personal estate will not pay, for my debts must be paid. And of his said will made his daughter, the Lady Scroggs, his daughter Caroletta; Lancelot Appleby, gentleman, and Walter Chiver, gentleman, executors, as by the said will may appeare. Shortly after the making of which said will, and before the death of the said Sir John Churchill, the said Lady Scroggs dyed without issue; and sometime after that he, the said Sir John Churchill, dyed greatly indebted to severall persons, leaving behind him his co-heirs, the said Caroletta, his daughter; Margaret, the wife of John Tooke, Esquire, one other of his daughters; and John Wicksteed, his grandson, an infant and son of Diana, one other of the daughters of the said Sir John Churchill. And the said Lancelot Appleby and Walter Chiver refusing to prove the said will, the same was on or about the seaventeenth day of December, which was in the said yeare of our Lord one thousand six hundred eighty and five proved by the said Caroletta alone, who was afterwards married to Anthony Hastings, Esquire. And by reason of the death of the said Lady Scroggs, in the life-time of the said Sir John Churchill, the said devise to her became void in law, soe that the said lands and premises soe devised could not be sold according to the intent of the said will, for payment of the said Sir John Churchill's debts; for redress whereof, in the reigne of the late King James the Second severall Bills were exhibited in the High Court of Chancery, between John Tooke, Esquire, and Margaret, his wife, plaintiffs: Anthony Hastings, Esquire, and Caroletta, his wife; Sir William Scroggs, Knt.; John Piggott and Harry Roynon, Esquires; John Wicksteed, an infant, by his guardian; and Edward Prideaux, defendants;

and betweene Sir William Scroggs, Knt., plaintiffe; the said John Took, Esquire, and his wife; John Piggott, Harry Roynon, Anthony Hastings and his wife, and John Wicksteed, defendants. And also betweene Anthony Hastings, Esquire, and Caroletta, his wife, plaintiffs; John Tooke and his wife, Sir William Scroggs, Knt., John Piggott, Harry Roynon, Esquires, and Thomas Kirkeham, one of the creditors of the said Sir John Churchill, defendants: among other things, seeking reliefe in the premises, and that the said manor, lands, tenements, and hereditaments in Churchill and Lincombe aforesaid should be sold for payment of the debts of the said Sir John Churchill. Upon the hearing of which causes in the High Court of Chancery, on Wednesday, the three-and-twentieth day of May, which was in the fourth yeare of the reigne of the said late King James the Second, before the then Lord High Chancellor of England, it was ordered and decreed that the said premisses should be forthwith sold to such purchaser or purchasers as would give most for the same, to be approved of by Sir Adam Ottley, Knt., then one of the Masters of the said Court, and that the said Kirkeham, and all other the creditors of the said Sir John Churchill, were to come in before the said Master, and to prove their debts, which the said Master was to take and ascertain; which said decree was by another order and decree of the said Court, on rehearing the said causes, on the seaven and twentieth day of June, which was in the yeare of our Lord one thousand six hundred ninety and five, before the now Lord High Chancellor of England confirmed. And it was thereby ordered and decreed that the severall debts of the said Sir John Churchill, as well those by simple contracts as those by bonds, should be paid out of the residue of the personal estate of the said Sir John Churchill, and out of the rents and proffits and sale of the mannor and lands in Churchill. And by another order of the said Court, made on the nyne and twentieth day of June, which was in the nyenth yeare of his present Majestic's reigne,

it was ordered that the said Caroletta Hastings, in her own name, should have full power and authority, and was by the said Court empowered to contract for and make any sale or sales of the said mannor of Churchill, in parcells or otherwise, as the said Caroletta should think fitt, and to agree all or any the matters aforesaid. And it was further ordered that the said John Wicksteed, the infant, and one of the co-heirs of the said Sir John Churchill, after he should come of age, should execute conveyances of the premisses to be soe sold to the respective purchasers, their heirs and assigns for ever: and that in the meane time the said severall purchasers, after conveyances executed to them, should hold the premises to be by them respectively purchased of the said Caroletta Hastings, free from any title or molestation of the said John Wicksteed, the infant, as by the said severall orders and decrees may appear. Since which the said Caroletta Hastings, in pursuance of the said severall orders and decrees, and for the payment and satisfaction of the debts of the said Sir John Churchill, hath sold the said mannor and lands, late of the said Sir John Churchill in Churchill and Lincomb aforesaid, by severall parcells, to the severall purchasers hereinafter named (that is to say), to John Stokes, gentleman; John Selwood, gentleman; William Walter, clerke; Mabell Jenings, widow; William Arney, Thomas Pyther, John Lewis, Gideon Watts, James Brookman, Samuel Foord, James Rudman, Edmond Lewis, and John Gregory. Now, for the quieting of the possession and confirming the titles of the said severall purchasers, in and to the severall and respective lands soe sold to them by the said Caroletta Hastings, in pursuance to, and performance of, the said severall orders and decrees, as aforesaid; may it therefore please your Most Excellent Majesty, at the humble request of the afore-named John Stokes, John Sellwood, William Walter, Mabell Jenings, William Arney, Thomas Pyther, John Lewis, Gideon Watts, James Brookman, Samuel Foord, James Rudman, Edmond Lewis, and John Gregory, that it may be enacted, &c." Be it therefore enacted, &c.

Thus ended a possession of thirty, or, including the litigation, of little more than forty years.

Some proceedings in Chancery in the time of Elizabeth may be noticed, as showing how manorial rights were used or abused. Thomas Phillips of Birrington complained that he was lawfully seised of a copyhold in Churchill, where the custom of the manor was and always was, "before the time whereof no memory of man is to the contrary," that a copyholder could not let his tenement for a longer term than a year, and then to pasture and not to tillage: nor could a copyholder leave a continual residence upon his copyhold without the special license of the lord first obtained: or, doing so, after such several warnings as had been customary, he forfeited his holding. Such licenses, however, had always been granted. Phillips being chosen a soldier to go into Ireland, and wishing to avoid all danger of forfeiture from non-residence, agreed with Joan Jennings, lady of the manor, on payment of a hundred and sixty bushels of malt, worth twenty marks (£13 6s. 8d.), that a license should be granted at the next Court, to dwell away and to sub-let his holding to a party named and accepted; and, in case of death, that the holding should go to his widow for her life, should she live chaste and sole, according to the custom of the manor. Phillips being obliged to leave on his journey and service before the Court was held, and so without a license, the said Joan, by and with the sinister advice of her steward, without regard to her promise, against all equity and conscience, claimed a forfeiture, to the undoing of complainant, "a symple and playne mane and altogether unlettered."

The defendants asserted that the "orator" having left without a license, before any arrangement was completed, had forfeited and was out of Court.

The curious unique monument in the north wall of the chancel requires some notice of the Latch family, and in recording the following episode, it will be seen that some portion of the parish or district of Churchill formed still part



of the manor of Banwell. The earliest notice is of Thomas Latch of Churchill, who died August 26th, 1598, his will being proved by Joyce, his widow, in November of that year. John Latch of Winscombe died January 7th, 1633, and desired to be buried at Churchill: his will was proved by Johana, his widow, 8th August, 1634. William Latch of Langford died 18th September, 1639; his will being proved 12th May, 1640.

Thomas Latch of Over Langford, Esq., died 26th April, 1652; his will being proved by Robert, his son, 17th September, in the same year. He mentions his sons—John, Edmund, Robert, Samuel, and Augustine; a daughter, Mary Hunt, and her children, and his brother, Miles Wolfe. No wife is mentioned, but in May, 1657, the will of Sarah Latch, late of Langford, was administered to by her son Robert.

Samuel Latch of Churchill (clearly the son of Thomas) died in 1665; his will being proved 26th May in that year. He mentions his brother Robert, his sister Mary, and his uncle Miles Wolfe.<sup>1</sup>

Some Chancery proceedings in 1624 show a curious family squabble.<sup>2</sup>

Thomas Latch of Churchill, gentleman, complained that he and his uncle, Edmund Latch, were seised of certain copyholds in Churchill; that Edmund for eighteen years, during the minority of Thomas, had taken the profits and so much spoiled the premises, that about Christmas, 1620, it was agreed he should take the profits for another year, in that time repair the decay, and then deliver up all, to be held solely by Thomas during Edmund's life, at an annual rent of £23 10s. This being agreed, Thomas, with John Latch, Esq., his brother, at Edmund's desire, entered into a bond for £250, to secure the annuity. Edmund, however, not only neglected to amend the decay, but further wasted and spoiled, as well by pulling up and carrying away the wainscot and glass of the house, as by

(1). Kindly contributed by Rev. Fredk. Brown.

(2). *Bill and Answer.* L. 4, 33 (Jas. I).

cutting the trees and defacing the hedges and bounds, so that when Thomas got possession the land "did not yield any profit, but, contrarywise, put him to exceeding great charges." Edmund now agreed to surrender his share in the copyhold, the old bond for £250 to be given up by him, and a new bond for £300 to be given, to secure the same annual payment; but with an additional clause, that if Edmund survived Thomas, the £23 10s. should be £43 for his life. Accordingly, at the next Court, held for the bishop as lord, 12th May, 1623, the two surrendered their copyhold, and Thomas was admitted as for himself alone, with Joseph Latch and another for his sureties. Thomas then entered into the new bond and the agreement for the annuity, one condition being that the payment should be made within the church porch of Churchill. Edmund being then asked to give up the old bond, he replied he had forgotten it, but faithfully promised to send it, or to give it up whenever Thomas should call for it: he, however, failed to do either, declaring he would keep both, and so have two strings to his bow. On the 26th July Thomas went to the church porch between nine and eleven o'clock, to make his first payment, then due, but found that Edmund had been there and gone. He then "tendered payment, but none being there to receive" the money, he went forthwith to Edmund's house; but he, seeing him coming, went in and speedily shut the door. Thomas then called for him to come out, but got no answer. Two or three days after, on meeting Edmund, Thomas tendered payment, which was accepted; but Edmund, having the money, refused to give acquittance. On the 25th December Thomas paid another instalment, and in March, 1624, he went to the church porch to make another, but "Edmund came not." Thomas, however, again paid on meeting him, when he promised an acquittance, but never gave it. Edmund's object in all this was to get a forfeiture of the bond, he consequently continued and increased the annoyance. Thomas going again duly to the church porch between nine and eleven to make the next payment, was met

by several persons all claiming to be messengers from Edmund, authorised to receive the money. Being "thus perplexed and put into doubts, and perceiving the said practice against him," he entreated Edmund's wife to go with him to Edmund; but she declared he was not at home, "though, indeed, he kept himself away of purpose." At last she agreed that if Thomas would write out a receipt, she would go and get it signed and return with it for the money. This done, Thomas was left to himself, and waited patiently in the porch until three o'clock, but nobody returned. He then diligently sought out Edmund and tendered payment. This was now refused, Edmund declaring he had sufficient means to plague Thomas; that he would sue on both bonds, and deny all the payments made. Thomas then filed his bill, claiming for damages and spoiling £60, and praying relief from any suit on the bonds.

In another suit in the Exchequer about tithes during the Commonwealth, the depositions being taken by commission at Langford, 9th October, 1654, the Latches were again parties. The queries put were:—

"Did you know Thomas Latch, deceased, late of Churchill, Esquire?"

"Did he receive the Tithe in 1648-9-50?"

"What sums or contributions had been paid for quartering soldiers for the Parliament, and what was paid by reason of the rectory in 1649-50-1-2-3?"

"Do you know that the inhabitants of Banwell have been averse from paying tithes, or that most of them refuse or neglect to pay them or to give recompense?"

One witness said he had rented the whole parsonage for three years at £140, but had kept it but one year, and paid £60 only, being a great loser even by that. For the years 1644-5-6, Thomas Latch, Esq., deceased, took the glebe and tithe of Churchill and Pulberupps Barn, and he and the curate took the profits. The glebe was worth about £10, and the tithe about £42. He and Mr. Knapp, a minister, took it, paying all outgoings (about £7), besides £16 to the minister who

served the church. Mr. Edwards, a minister, had the same for two years, 1647-8; and Thomas Latch again, 1648-9-50, when he and Mr. Carney and Mr. Edwards, two ministers under him, took the profits; the payments being 26s. 8d. to the poor of Banwell, and 26s. 8d. for repair of highways. It was further deposed that by a warrant of 28th August, 1650, the trustees for maintenance of ministers had granted the yearly rent of £39 3s. 4d., reserved to the Dean and Chapter of Bristol out of Banwell, for maintenance of Mr. Edwards of Churchill. The witness had had a suit against Thomas Latch and another against Robert, his son and executor, which was ready for trial, but was then referred, and what became of it he knew not. Another witness said the tithe of Banwell was worth formerly about £80 per annum, but then not £28. At Banwell the glebe was not much, there being but two barns, not an acre of ground. The glebe of Puxton, about twenty-four acres, was worth about £15. Mr. Crabb, a minister, rented the tithes and parsonage of Puxton for £30 per annum; £16 being allowed for serving the cure.

Returning for a moment, a few remarks may be added on the effigies, for whose identification the early research has been made. As already noted, the manor has been found held by the Fitzpaynes back to about the year 1400, but the family being an older one in the neighbourhood than that date, earlier records must be looked for. Fortunately, in the *Bruton Cartulary* belonging to the Earl of Ilchester, there is an award, (deed No. 114), made by Bishop Jocelin in his 25th year (1231-2), concerning the chapel of Churchill, in a dispute between the Archdeacon of Wells and the Prior of Banwell, when it was settled that the Archdeacon was to cite to his Chapter the men of Robert Fitzpayne and John de la Stocke; and the other parishioners were to follow the Chapter of the Prior. Again, in another charter (No. 117), Thomas de la Warre, Lord of Rowleston, grants an enlargement of the Prior's Grange at Rowleston, free of all service, except the prayers of his house. This document is witnessed by Roger



Fitzpayne. In 1276 there was an action of novel disseisin by Roger Fitzpayne, as superior lord, against Walter de Molen-dino, concerning a tenement or holding in Churchill.<sup>1</sup> And again, it happens that in a perambulation of the Forest of Mendip, made in 26th Edward I, 1298, for the purpose of determining the boundaries of properties bordering on the forest, that the "Villa de Churchford and Langford," and the woods and belongings of the same were found held by Roger Filius Pagani, which is the Latin form of Fitzpayne. The perambulation is printed *in extenso* in Collinson, vol. iii. p. 59.

Thus we get evidence of ownership back to 1231, and a continuous descent of the manor from that date. Earlier dates may be looked for, and missing names filled in, when working out other Fitzpayne manors held directly of the King, but here only Churchill documents have been noticed.

This time of Roger brings us to the time of the effigies. Such effigies were frequently made during the lifetime of the original, necessarily representing him in his fighting prime, and either erected at once, or stored away for use after death. Thus, when the date of death is known, the costume of the effigy is sometimes found to be of a fashion obsolete at that time. Fashions did not last long; there were "mashers" in armour then, as there are now in broadcloth. The date assigned is usually that of the first appearance of any special difference; here it is judged by the round helmet or head-piece, which came in about 1280: the original may therefore be taken to have been living at that date. The knight then may be the Roger living in 1276—1298. But if no individual name can be certainly assigned either to him or to the lady, the evidence is fairly clear, and well points to the conclusion that these effigies are certainly Fitzpaynes.

(1). *Patents*, 4th Edward I, M. 34 dors.

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