

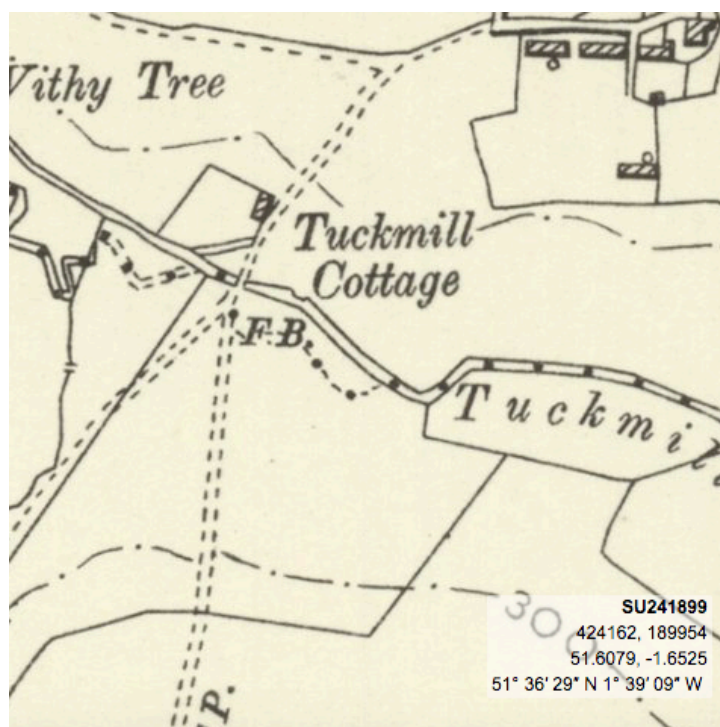
Fairthorne V. Fairthorne

The case of Henry Fairthorne and others versus the Estate of Thomas Fairthorne of
Watchfield.

Ref documents from Berks County Archives – Reading Ref: D/Epb – T46
and National Archives – Kew Ref: C11/159/12

We know that Thomas Fairthorne inherited Little Mill Farm, Watchfield, (also known as Tuckmill) in the early years of the 18th century. He had been left it by his Uncle, Edward Fairthorne, who stipulated in his Will that his brother's son Thomas should inherit his lands and property after the death of his wife. What we are not certain of is when his wife Sarah died. We know that Thomas was under the age of 22 as his Uncle made a stipulation about what should happen if he didn't reach the age of 22 before his Aunt died.

We know from documents contained with the Pleydell/Bouverie papers and from the Willington Survey Map, that there was a substantial farm and a small mill at Watchfield. It was referred to within Manorial records as Little Mill (to distinguish it apart from the other mill site in Watchfield called West Mill) but later known as Tuckmill, and was located on the northern edge of the Golf Course, accessed via a footpath from Star Lane.



Thomas had a wife called Mary and they produced three daughters. Sarah was born first and baptised at Watchfield on 25th October 1727. This was followed by Mary baptised on 15th January 1730 and Anne on 15th September 1732. We don't know the age of their mother but we do know that she died on or near to 27th September 1735.

We don't know what Thomas was like as a farmer/businessman (a Yeoman) but we do know that at the end of his life he left behind some considerable debts mainly in the form of loans of money. As well as running a farm at Watchfield his Uncle also referred to lands that he rented in Coleshill but we don't know the extent of them. We also don't know what involvement he had with the Mill at Watchfield. It was the normal practice for mill owners to lease out the day-to-day running of the mill and it's likely that this was the case with Thomas Fairthorne. Legal documents from the 17th century describe it as a '*Corn Grist Mill*,' and in 1746 when it went into the hands of the Radnor Estate at Coleshill, it was described as a, '*Water Grist Mill*.' So at that time it would seem to have been operating as a standard corn-grinding mill to produce flour. However, in the Bourton and Watchfield Inclosure Award, BRO Ref: D/P/112/26A dated 3rd August 1789, there is an exchange of land that states; '*The Earl of Radnor gives to Lord Barrington a Mill House a Tucking or Fulling Mill formerly stood ...*' This is a completely different use of the mill that prepares cloth rather than grinding corn. The wording also suggests that the Tucking Mill was no longer in operation at that date but if it had reverted back to corn grinding we cannot tell as yet.

Thomas was active within the church as he was noted as being a Church Warden in 1703 and he regularly attended the Vestry meetings right up to his death on 2nd June 1741. It may be that he was not feeling well in the months previous as he made his Will in November of 1740. The attention to detail on the legacies he left to his daughters also suggests that he knew his end was drawing near.

A search of the National Archives Probate records do not list a Will for Thomas Fairthorne, but we know that he left one due to the litigation that eventually ensued three years later.

The documents that make up the High Court Chancery papers in the National Archives Ref: C11/159/12 are described as Fairthorne v. Eyloe. The Plaintiffs (those bringing the complaint to the court) were Henry Fairthorne, (Brother of Thomas) Yeoman of Eastcott, Swindon, Wilts; Thomas Edwards, Yeoman of Hinton, Wilts and Ann Edwards his wife. The complaint is against the Executors of the Estate of Thomas Fairthorne, his three daughters and Sir Mark Stuart Pleydell of Coleshill (The Defendants). Other papers on this case refer to it as Fairthorne v. Fairthorne because Henry Fairthorne was the primary plaintiff against the Estate of Thomas Fairthorne.

The first document of two that make up this case contains some of the wording within Thomas' Will. He left his daughter Sarah his larger of the two Silver Tankards, his Silver Plate, five of his large Silver Spoons, six Silver Tea Spoons marked with her initials, two Stone Rings and four Gold Rings *'wrapt up in a piece of paper'*. And also all the furniture and other goods belonging to and which usually stand on the Parlour and Chamber over the same, belonging to his house wherein he dwells in Watchfield. He gave to his daughter Mary the other of his two Silver Tankards, four Silver Spoons, Tea Spoons marked with her initials, five Gold Rings, also wrapped up in a piece of paper with her name on it. And all the goods and furniture of the room called the Brick Room of his house. He gave to his daughter Ann four of his large Silver Spoons, his Silver Two-Handled Cup and Silver Watch and five Gold Rings, and likewise wrapped up in a piece of paper with her name on it. Also the furniture and goods belonging to and usually stand in the kitchen of his house and room over the same (except pewter and brass). And this is the part that caused the trouble and litigation. *'I give and bequeath to Richard Eyloe of Shrivenham, Lional Rich of Great Faringdon, Gent, and James Reynolds of Great Faringdon, Yeoman, all my Stock of Cattle, Corn, Implements of Husbandry and other Goods and Chattels, Personal Estate and Effects whatsoever not heretofore bequeathed, upon trust that they and the survivors shall as soon as conveniently may be after my decease sell and dispose thereof for the best price and prices that can be gotten and pay and apply the money as follows. Item. I give to Richard Eyloe, Lional Rich and James Reynolds all that my freehold Messuages and Tenements wherein I now dwell in Watchfield otherwise Watchinfield and also all those six Yardlands thereunto belonging with the Appurtenances lying and being in Watchfield and in Shrivenham, that they shall sell for the best price first to pay my Funeral expenses, then the residue to be divided among my three daughters equally in shares and proportions according to their respective ages of 21 years*

or days of marriage, and if any die before then that share shall be divided among the others.' He directed that the money from Rents and Profits of the Farm should go towards the upkeep of his daughters. He makes Richard Eyloe, Lional Rich and James Reynolds Joint Executors and also Curators and Guardians of his daughters, *'The care and tuition of whom during their respective minorities I do commit and leave to them, desiring them to place my said daughters to some Boarding School or Schools where they may be properly educated with quality and degree, and I give them one Guinea apiece for their trouble in executing the Trusts hereby in them reposed.'*

However, in the years that followed, the Executors did not sell the Estate, and the court papers state that the Executors, *'Do refuse to sell or dispose of the same premises or make any assurance thereof to any purchaser thereby to obstruct and hinder the performance of the Trust ...'* The situation was made more complicated by one of the Executors, Lional Rich, dying during that period, leaving Richard Eyloe and James Reynolds to administer the Estate. But they were accused that they, *'Do give out and pretend that the said premises cannot be sold because the three coheirs are under the age of 21 years.'* This was not the case as the Executors had been granted Guardianship of the three girls and had the legal power to execute the instructions in the Will. But of this they are also accused that the complainants, *'Have not the said Will nor the Probate thereof, the same lyeth in the hands of the Confrates.'* It's quite understandable to see why the Executors and the daughters would not want to sell the family property, but there were debts to be paid and Thomas Fairthorne's Will was quite specific. Consequently, on 13th February 1745, an order was made by the High Court of Chancery that the Estate should be sold, and as Sir Mark Stuart Pleydell of Coleshill had made the best offer of £1650 then it should be sold to him, less the amount of money that he was owed by Thomas Fairthorne (£792.4.2). There is a note within the documents that has written on the back by the Executors, *'Received from Sir Mark Stuart Pleydell the sum of £857. 15. 10.'* And now we understand how Little Mill and Farm at Watchfield came in to the ownership of what would become the Radnor Estate at Coleshill.

After the court ruling there was the matter of expenses incurred with the running of the Estate and one of the Masters of the High Court of Chancery, Anthony Allen, put together a list of schedules that make for interesting reading.