

SUMMARY: The document below is the petition filed in the Court of Chancery by Sir Henry Jerningham (d. 6 September 1572), and Frances Baynham Jerningham after the deaths of Sir Christopher Baynham (d. 22 June 1540) and Sir William Kingston (d. 14 September 1540) against Sir George Baynham, and Jane Morgan Baynham (d. 11 December 1544), widow of Sir Christopher Baynham, with respect to the non-payment of the marriage portion of 400 marks allotted to Frances Baynham Jerningham in indentures dated 18 June 1521 between Sir William Kingston and Sir Christopher Baynham concerning the marriage of Kingston's daughter, Bridget, to Baynham's son, George.

Frances Baynham Jerningham's mother, Bridget Kingston, died circa 1527, and about that time her father, Sir George Baynham, married Cecilia Gage (d.1585), the daughter of Sir John Gage (1479-1556) of Firle, by whom he had five sons and six daughters.

In his will, dated 9 June 1546, Sir George Baynham acknowledged a debt to Henry Jerningham of £111, which was presumably the balance still owing on the marriage portion which was the subject of the petition below. For Sir George Baynham, see his will, TNA PROB 11/32/282, and Maclean, John, ed., 'The History of the Manors of Dene Magna and Abenhall' in *Transactions of the Bristol and Gloucestershire Archaeological Society for 1881-82*, Vol. VI, (Bristol, C.T. Jefferies), pp. 123-209 at pp. 150-1 at:

<http://archive.org/stream/transactionsbris06bris#page/150/mode/2up>.

It should be noted that the date of Sir George Baynham's death is unknown. Maclean gives two different dates: on p. 151, *supra*, he states that Sir George Baynham died at Clearwell on 6 May 1546, while in the Baynham pedigree on p. 185 he states that he died on 25 September 1546. An inquisition post mortem taken in Wiltshire on 25 September 1546, TNA C 142/75/92, states that Sir George Baynham died on 'sexto die Maijulti{m}o p{re}t{e}r{i}to', i.e. 6 May 1546. Since his will is dated 9 June 1546, either the will itself is misdated, or the date of death given in the IPM is wrong. All that is known with certainty is that his will was proved on 4 December 1548.

For the will of Sir William Kingston, see TNA PROB 11/28/542.

For the will of Sir Henry Jerningham (d. 6 September 1572), see TNA PROB 11/55/240.

For the will of Frances Baynham Jerningham (d.1583), see TNA PROB 11/66/340.

In 1580, Frances Baynham Jerningham leased the Jerningham mansion in the Blackfriars for 21 years to George Carey (1548–1603), 2<sup>nd</sup> Baron Hunsdon. See SRO D641/3/E/1/7/2. In 1596, her son, Henry Jerningham (d. 15 June 1619), sold the mansion to Carey. See SRO D641/3/A/8/1. For discussion of the Jerningham property, which adjoined on the south and east the premises later occupied by James Burbage's Blackfriars theatre, see also TNA C 66/768, mm. 23-4.

To the right honourable Sir Thomas Audley, knight, Lord Audley of Walden and Lord  
Chancellor of England

In their most humble wise showeth and complaineth unto your good Lordship your daily orators, Henry Jerningham, esquire, & Frances, his wife, that whereas by certain indentures bearing date the 18<sup>th</sup> day of June in the 13<sup>th</sup> year of the reign of our most redoubted Sovereign Lord the King that now is it was covenanted, condescended and agreed between Sir William Kingston, knight, on thone party and Sir Christopher Baynham, knight, on thother party, for and in consideration of a marriage to be had & solemnized between one George Baynham, son and heir apparent unto the said Sir Christopher Baynham, and one Bridget, daughter unto the said Sir William Kingston, for which marriage to be had and solemnized between the said parties, and for the only advancement of the said Bridget and th' heirs of the bodies of the said George and Bridget lawfully begotten, the said Sir William did content & pay unto the said Sir Christopher the sum of five hundred marks sterling, and the said Sir Christopher for & in consideration of the said sum did covenant & grant to & with the said Sir William amongst other things in the same indentures expressed, as in the same indentures more plainly doth appear, that if it did fortune the said George or Bridget to die having no issue male between them, but issue only one daughter, that then the said George should give and ordain to the said daughter to & for th' advancement of her marriage 4 hundred marks of good and lawful money of England to be paid to her at the day of her marriage, and if it fortune the said George and Bridget to decease without issue male in form aforesaid, having divers daughters, that then the said George shall give and ordain unto the said daughters six hundred marks of lawful money of England egally to be divided amongst them by even portions, and the said portions to be truly paid and delivered unto every of them at the day that they shall marry;

So it is, right honourable Lord, that the said Bridget is now deceased, having no issue male ne female between her and the said George save only one daughter called Frances, now one of your said orators, which ought of very right to have been paid the said sum of 4 hundred marks at the day of marriage of the said Frances, which said sum as yet is unpaid;

Which said Christopher made and declared his last will and testament, and constitute[d] & made the said George and one Jane, then his wife, his executors of his said last will & testament, and died, which said George & Jane hath administered the goods & chattels of the said Christopher, and also they, the said George and Jane, have yet sufficient goods & chattels of the said Christopher to content & pay all the debts of the said Christopher & the said 4 hundred marks to your said orators and a great deal more;

And albeit that your said orators have many and sundry times required the said George and Jane to pay them the said 4 hundred marks, they have at all times hereunto utterly refused that to do, and yet do, against all right, equity and good conscience, and forasmuch as the said Henry nor yet Frances are neither executors nor administrators unto the said Sir William Kingston, therefore your said orators hath no ordinary remedy at the

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common law to compel the said George & Jane to pay them the said 4 hundred marks, so likely to be without remedy for the same to their great loss and utter undoing unless your good Lordship's favour be to them showed in this behalf;

Wherefore it may please your good Lordship, the premises tenderly considered, to grant the King's most gracious several writs of subpoena unto them to be directed, commanding them thereby personally to appear before your good Lordship in the King's most honourable Court of his Chancery at a certain day and upon a certain pain by your good Lordship to be limited and appointed, then & there to make answer to the premises and further to abide all such order & direction that as unto your Lordship shall seem to stand with right, equity & good conscience, and your said orators shall daily pray for the preservation of your good Lordship's estate with increase of much honour long to endure.

[illegible signature]