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**An Account of the Leigh Woods, in the Parish of Long Ashton,
County of Somerset**

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AN ACCOUNT OF THE LEIGH WOODS, IN
THE PARISH OF LONG ASHTON, COUNTY OF
SOMERSET.

BEING A PAPER READ BEFORE THE BRISTOL MEMBERS OF THE
BRISTOL AND GLOUCESTERSHIRE ARCHÆOLOGICAL SOCIETY,
ON MONDAY, DECEMBER 9TH, 1913.

By LEWIS J. U. WAY, F.S.A.

THE city of Bristol is fortunate above its fellows in the possession of objects of natural and historic interest in its immediate vicinity, not the least of which are the far-famed hanging woods of Leigh, situated on the farther shore of the River Avon, the city's western boundary, in the parish of Long Ashton and County of Somerset. Stretching from the river bank up the precipitous sides and over the summit of its confining cliffs, these woods enclose within their leafy area the sites of two prehistoric camps, divided the one from the other by a deep combe or ravine, properly called Stokeleigh Slade, but now known by the appellation of Nightingale Valley. The camps lie north and south; the northern is called Stokeleigh, the southern Burwalls, modernised into Bowerwalls. Stokeleigh still exists, uninjured, save by the hand of time; Burwalls with its triple rampart has given place to villa residences, gardens and pleasure grounds.

The aim of this paper is to trace from as early a date as possible the successive private ownership of the camps and their surrounding woods, which taken collectively are called the Leigh Woods. To accomplish this we must seek information from two sources: first from documents and deeds, secondly from the published records of county and city

historians. The deeds we are fortunate enough to find at Ashton Court, for historians we can turn to Collinson and John Latimer.

1066.

After the Conquest the whole Manor of Ashton was granted by King William to Geoffrey, Bishop of Coutances, afterwards Constable of Bristol Castle, together with vast tracts of land in different parts of the country. The Exon. Domesday states that he had at Ashton 60 "equæ indomitæ," probably unbroken brood-mares kept for military purposes, and 64 goats. Both mares and goats would have found a home on the open pasture of Ashton and Leigh Down, and sheltered from rain and wind within the green fastnesses of the Leigh Woods. At the Bishop's death in 1093 his estates passed to his nephew, Robert de Moubrai, and on his rebellion in 1095 they reverted to the Crown, and were granted to various people, a large share going to form the endowment of the Honour of Gloucester.

The first person recorded as owning any considerable property in Ashton is one Geoffrey de Heyrun, who flourished in the time of Henry I. Dying in the reign of Stephen, he was succeeded by his only daughter and heiress, wife of Alexander de Alneto, de Alno or de Auno, a benefactor to the Priory of St. Peter of Bath, and buried at the west entrance of the abbey. To Alexander succeeded Robert, Henry, Fulk and Geoffrey de Alno or de Auno, which last in 1259 held two carucates of land in Ashton, and dying the same year, was succeeded by Alexander de Auno his son, who owned both Stokeleigh and Burwalls, with the waste and wild country surrounding them, except the wood underneath Burwalls.

The earliest deed we have is represented by an incomplete copy in the handwriting of Sir John Hugh Smyth. The original was produced at the Manor Court of Ashton Meriet on August 3rd, 1378, by the Master and Brethren of

St. Katherine's Hospital in Bedminster as evidence that they should be exempt from paying suit of court for their lands in Ashton.

The undated deed follows :—

TO all Christian people by whom this present writing shall be seen or heard. Alexander de Alneto wisheth safety in the Lord for ever. Know that I out of divine charity, for the safety of my soul and of my wives and of our Progenitors, Fathers, Mothers, Ancestors and Successors and all Christian Souls, have granted and by this present writing have confirmed to God and the Blessed Mary and the house of St. Katherine's of Brychtynebough near Bristol and the brothers and sisters there serving God and their successors in free, pure and perpetual alms at the desire of brother Robert then Master of the same place, All those lands with their appurtenances lying in Botercylve between the land which was Katherine of Ashton's on one side and the grange of John le Gospel on the other, and those two acres of land with their appurtenances . . .

Here the deed breaks off, and we are left to assume that it went on to deal with Burwalls, which belonged, as the following note by Sir John Hugh Smyth tells us, to St. Katherine's :—

Alexander de Alneto granted Burwalls to the Hospital of St. Katherine of Bedminster.

This Alexander also gave to the Hospital of Billeswick in Bristol a messuage and lands in Ashton. He died during the reign of Edward I, after having sold some of his Ashton estate to one William de Lyons ; his wife, surviving him, succeeded to the rest of his property. Our next deed is her confirmation of lands to William de Lyons.

William de Lyons is said by Collinson to have been the son of Nicholas de Lyons, who in 1252 was Reeve of the city of Bristol. Whether this was so or not, William was a man of

wealth, who bought a considerable estate in Ashton, and eventually imposed his name upon his manor there ; it is called Ashton Lyons to this day. He died in 1312, after having built a manor house, portions of which are incorporated in the present Ashton Court. He left three sons. Adam, the eldest, born in 1287, succeeded his father, but died the year after. His next brother, Thomas de Lyons, succeeded, and died childless in 1318, and was in turn succeeded by his last brother, Edmund de Lyons, born in 1303, who much increased his estate of inheritance in Ashton. He died in 1367 leaving two sons, William who dying childless in 1370 was succeeded by his brother Thomas de Lyons, founder of the present parish church, who obtained a charter of free warren and liberty to enclose a park in his Manor of Ashton in 1392. His wife's name was Margaret ; they left no children, and so the family of de Lyons of Ashton ended.

Confirmation by Agnes de Auno.

Let present and future men know that I Agnes who was the wife of Alexander de Auno in my lawful widowhood and power have granted and by this my present writing have confirmed to William de Lyouns all the lands and tenements which he holds of the fee of the aforesaid Alexander my husband or in any manner can claim in Ashton. Namely :

One messuage and one yard land with appurtenances which Adam Le Blound formerly held ;

One messuage and one yard land which Adam Hereward formerly held ;

One messuage and one quarter of a yard land which William Whateman formerly held ;

One quarter of a yard land which William Koppe formerly held ;

One quarter of a yard land which William Le Kymus formerly held ;

One messuage and half a quarter of a yard land which John atte Lane formerly held ;

Six acres of land which lie in Bolecroft.

Six acres of land which lie above La Langedoune

Three acres of land which are called le Hulle.

Three acres of land which are called Estgarstone.

Six acres of land which are called Le Schupenelonde.

Three acres of land which lie in the coombe above Yhonlegh.

One acre of land which is called Holecroft.

Three perches of land which lie in Berecroft.

Half an acre of land which Richard le Theyn held extending above Endemore.

And twelve acres of meadow which lie in the moor of Ashton which meadow indeed was of the lordship of the aforesaid Alexander my husband ;

And all that wood which is called Stokelegh ;

And eight shillings of rent to be taken from one yard land which Adam de Lamington held ;

And four shillings, one pound of pepper and one pound of cummin of rent to be taken from the two yard lands which William le Theyn and Robert de Feolonde hold ;

And two pence of rent to be received from William le Theyn ;

And two pence of rent to be taken from the tenement which William Hereman and Adam le Frankelcyn formerly held ;

And twelve pence of rent arising from a yard land which Nicolas Steven formerly held ;

And two pence of rent arising from two acres of land and from two acres of meadow which Robert Masseday held ;

And two pence of rent to be taken from two acres of meadow which Elyas Gote held ;

And four pence of rent arising from one acre of land which Matilda Yhonlegh held ;

And one pound of cummin to be taken from three acres of land which Amice who was wife of Richard Hayrun held :

And one pound of cummin arising from one acre of land which William Hereman held in Ashton ;

To have and to hold all the aforesaid tenements with homage, wards, reliefs, escheats and suits of court with every other thing and augmentation arising of freemen as well as of serfs, holding the aforesaid tenements for ever, and also the aforesaid serfs with both their offspring and their cattle for ever. From me and my heirs to William and his heirs, freely, quietly, well, hereditarily for ever. In such wise that I the aforesaid Agnes and my heirs shall be able to exact or demand nothing of right or of claim in the lands or tenements of the said William or of his men in Ashton for ever. Returning thence annually to me and my heirs one grain of pepper on Easter Day at William's own house if it shall be demanded by me or by my heirs for all services, suits, quarrels, exactions and every other kind of trouble and demand to me and my heirs belonging for ever. For which concession indeed and in confirmation of this present charter the said William has given into my hands a certain sum of money. Wherefore I, the said Agnes and my heirs, all the aforesaid tenements with all their appurtenances to the aforesaid William and his heirs against all mortals will warrant acquit and through the aforesaid service will for ever defend. In witness whereof I have sealed this present writing with the impression of my seal. With these witnesses Sir Nicolas of Apper Legh, Sir Adam of Hutton, Sir John de Sancto Laudo, Knights, Simon of Ashton, Robert of Stone, Robert of Acton, Adam of Laniton, Thomas the priest and others.

This document in perfect condition bears a seal of yellowish wax much damaged. On the seal is the upright figure of a female with head-dress, holding a bird. The inscription has mostly been broken away. There only remains AGN NO, which is sufficient to enable us to fill up the gaps and make Agnes de Auno.

Our next deed, also undated, deals with the precipitous.

stretch of wood underneath Burwalls, which was part of the possessions of another family existing contemporaneously with those of de Alno and de Lyons, namely that of de Ashton, lords of another manor in Ashton called Ashton Philips, the remaining wing of whose manor house at the present day is known as the Lower Court.

Let present and future men know that I, William de Ayston, have granted and quit-claimed and by this my present charter have confirmed to William de Lyuns one messuage, two acres of land which Adam Tanqu formerly held in Ayston.

And all those meadows in the manor of Ayston which are called Le Gores ;

And all that wood which lies beneath Burwall in the same town ;

And one messuage and one quarter of a yard land which Sarra le Fox held in the same town ;

And ten shillings of rent arising from the tenement of Alicia Durant in the same town ;

And ten shillings of rent arising from the tenement of William Le Theyn in the same town ;

And five shillings of rent to be taken from the heirs of Adam le Herdare from the land which is called the Wykelonde in the same town ;

And ten shillings of rent to be taken from Walter Gylle and Elya of Barewe for the mill of Kenscote in the same town.

To have and to hold the said messuages, lands, meadows, wood and rents aforesaid with all their appurtenances wheresoever they be both with homages, fidelities, suits of court, other services, wards, reliefs, escheats and with all othre proofs of tenements of the aforesaid men passing from me and my heirs to the aforesaid William de Lyuns and his heirs and assigns freely, quietly, well and in peace in hereditary fee for ever. Returning thence annually to me and my heirs one half-penny of silver at the feast of St. Michael for all the

services, suits and reliefs and all worldly demands belonging to me or my heirs for ever. So that I the aforesaid William of Ashton and my heirs are able to exact or claim et cetera ; nothing of right or claim in the aforesaid tenements for ever. For this concession, indeed, remission, quit claim and for this my present charter of confirmation, the said William de Lyuns has handed to me a certain sum of money. And for greater security I have affixed the impression of my seal to this present charter. With these witnesses Sir John de Sancto Laudo, Knight ; Nicholas de Apperlegh, Roberto de Acton, Ralph de Lyuns, William de Gatecumbe, Stephen de Whytewode, William then Vicar of Ayston and others.

The Leigh Woods were by this time divided between two owners, St. Katherine's Hospital holding Burwalls, while William de Lyons held Stokeleigh and the wood beneath Burwalls.

Our next deed is the first one dated, and deals with Stokeleigh.

1331.

Let present and future men know that I Edmund de Lyouns of Asshton near Bristol have given, granted and by this my present charter have confirmed to the Abbot and Convent of the Church of Saint Augustine of Bristol in free, pure and perpetual charity all that my place of pasture with the woods and with all their appurtenances lying in Asshton aforesaid, namely, between the wood of the said Abbot and Convent of Leghe on the north side and the Burwalls on the south side, and extends to the course of the water of Aven on the east side below, up to Leghedoune and Asshtondoune on the west side above, within which place Stokeleigh, Ludhull, Knyghtwode are contained, to have and to hold the aforesaid place of pasture with the woods, footpaths, roads and all other its appurtenances wheresoever they be, to the aforesaid Abbot and Convent and their successors in free, pure and perpetual charity for ever. And I, the aforesaid

Edmund and my heirs, will warrant acquit and defend against all men for ever all the aforesaid place of pasture with the woods and all other its appurtenances wheresoever they be.

In witness whereof I have affixed my seal to this present charter. With these witnesses, Walter de Rodneye, Andrew de Brompton, Robert de Asshton, Joyce de Bayouse and John Beket and many others. Given at Asshton aforesaid on Friday in the feast of St. Laurence the Martyr in the fourth year of the reign of King Edward Third after the Conquest.

This grant was invalid without a licence from the king. The next deed tells us how, pending the arrival of a licence, both parties agreed to take no advantage of the grant of the other.

1331.

To all Christ's faithful ones by whom the present writing shall be seen or heard, Edmund by divine permission Abbot of St. Augustine of Bristol, Nicholas by the same permission Abbot of Kaynesham and Edmund de Lyouns of Ayshton near Bristol health in the Lord.

Let all men know that divers strifes and discords were moved between the aforesaid Edmund the Abbot of St. Augustine and the Convent of the same place on one side and Edmund de Lyouns aforesaid on the other, concerning the common of pasture which is called Stokeleigh in Asshton aforesaid.

Friends intervening, and all the discords having been smoothed over and the parties to this then nominated, are agreed and united in form which follows.

Namely, that the aforesaid Edmund de Lyouns has given and granted by his charter to the aforesaid Edmund the Abbot and Convent of St. Augustine all that place of his pasture in Ayshton lying between the woode of Legh on one side and a

certain place which is called Burwalls on the other side stretching to the course of the water of Aven below up to Leghdoune and Aysshtondoune above. To have and to hold to the aforesaid Edmund the Abbot and Convent and to their successors for ever as is fully set forth in the aforesaid charter of enfeoffment for which grant and warrant the aforesaid Edmund the Abbot and Convent have given and granted to the aforesaid Edmund de Lyouns his heirs and assigns eight shillings of annual rent to be taken from all the lands and tenements which Henry atte Fenne holds from the same Abbot and Convent of St. Augustine and to be taken for ever as the charter to the aforesaid Edmund de Lyouns then made fully witnesses. Namely, the aforesaid Abbot and Convent of St. Augustine have granted by their writ to the aforesaid Edmund de Lyouns one robe of the suit of their Esquires with sufficient fur and three yards of cloth of the suit of the Abbots own pages, two white conventual loaves, one measure of conventual beer, a lodging, stall, hay, litter and provender according to the form and tenor of the said writ which the aforesaid Abbot and Convent of St. Augustine have made to the aforesaid Edmund de Lyouns.

And because from very many causes the said Religious of St. Augustine are not able quietly and peacefully to obtain peaceable seizin of the aforesaid pasture according to the strength, form and effect of the aforesaid charter of Edmund de Lyouns to them then made, without the special license of the Lord King, to enter upon the lay fee, so the aforesaid Abbot and Convent of St. Augustine as well as the aforesaid Edmund de Lyouns have unanimously granted with assent that all and singular the charters and writs above mentioned shall be handed over, deposited in a little box, countersigned with the seals of both parties, to Sir Nicholas by the grace of God Abbot of Kaynesham in safe custody in this form.

Namely, that the aforesaid Abbot and Convent of St. Augustine at their own proper charges shall seek the license of the Lord King to enter, to have and to hold the aforesaid

pasture in form above said as quickly and effectively as by good means they shall be able to do, against the feast of All Saints next following, and as soon as they shall obtain and have the said licence, the aforesaid Nicholas Abbot of Kaynesham shall be bound without delay to hand back the aforesaid charter of enfeoffment of the aforesaid pasture remaining in his custody, to the aforesaid Sir Edmund the Abbot and Convent of St. Augustine and the said Edmund de Lyouns shall be bound immediately to deliver to the same Abbot and Convent seizin of the aforesaid pasture according to the strength, form and effect of the same charter.

And immediately afterwards the charter of the aforesaid Edmund the Abbot and Convent of eight shillings of annual rent together with the writ of delivery and corredy abovesaid shall obtain in all and singular their force and effect and be delivered to the aforesaid Edmund de Lyouns by the aforesaid Sir Nicholas the Abbot without any hindrance.

And if the aforesaid Edmund the Abbot and Convent of St. Augustine shall not be able to obtain the license in the premises against the feast of All Saints aforesaid from the lord King, it shall then at once be fully lawful for the aforesaid Sir Nicholas the Abbot of Kaynesham as quickly as he shall be forewarned by the aforesaid Edmund the Abbot, to open the aforesaid little box and to hand back and annull for ever the aforesaid charter of enfeoffment of eight shillings of rent abovesaid together with the writ of the abovesaid delivery and corredy to the aforesaid Sir Edmund Abbot of St. Augustine or his assigns on that side. And the same Edmund the Abbot and Convent of St. Augustine grant that immediately the aforesaid charter which Edmund de Lyouns made to them at the same time concerning the aforesaid pasture is handed back to the aforesaid Edmund de Lyouns or his assign and shall come to the hands of anybody it shall stand for nought.

And I Edmund de Lyouns by the presents grant that for the rest I will neither sell, claim nor obtain any emolument

or profit of the aforesaid rent of eight shillings nor of the delivery or corredy abovesaid until the aforesaid Sir Edmund the Abbot of St. Augustine shall have license by charter of the lord King to have and to hold the said pasture in form abovesaid and seizin shall have been delivered peacefully and fully by me to the same Sir Edmund the Abbot and Convent of St. Augustine according to the form tenor and effects of my aforesaid charter made to the same religious.

Likewise let all men know that we the aforesaid Nicholas by divine permission Abbot of Kaynesham have granted to be held and by the present writ to be bound to receive, guard and to hand back all and singular the charters and writings to the abovesaid parties in manner and form above written the gainsaying of either party notwithstanding.

In witness of all which matters we the aforesaid Edmund Abbot of St. Augustine have caused our seal to be appended to two parts of this indenture of which one part remains in the possession of the aforesaid Sir Nicholas Abbot of Kaynesham and the other indeed remains in the possession of the aforesaid Edmund de Lyouns.

And I the aforesaid Edmund de Lyouns have affixed my seal to two parts of this indenture of which one part remains in the possession of the aforesaid Sir Edmund the Abbot the other ineed in the possession of the aforesaid Sir Nicholas the Abbot.

And we, the aforesaid Nicholas Abbot of Kaynesham have signed with the impression of our seal two parts of this indenture remaining in the possession of the aforesaid Edmund the Abbot and Edmund de Lyouns.

Given at Bristol on Thursday the morrow of St. Peter ad vincula in the fourth year of Kind Edward Third after the Conquest.

This deed bears two seals: First, of red wax, a single escallop shell in an ornamented border with the inscription, "Sigillum: Edmundē de Knulle: . . . ns." The second, of

green wax, bears a shield of arms within an ornamented border, viz., "Ermine, three lions rampant on a chevron," with the inscription, "Sigillum de Edmundi de Lyons." The seal of Nicholas de Taunton, Abbot of Kaynesham, is missing.

That the licence from the king was obtained we learn from a note by Sir John Hugh Smyth:—

1331.

License granted to Edmund de Lyons to grant 200 acre of waste in Ashton to the Abbey of St. Augustine of Bristol.

The licence, I fear, has perished.

This, however, does not seem to have been sufficient to give the Abbot and Convent a perfect title to Stokeleigh, as two years afterwards we find the heads of two knightly houses of the neighbourhood also granting their rights in Stokeleigh to St. Augustine. These rights were probably manorial, either real or fancied, or claimed perhaps in right of their wives or of trusteeship; in any case, whatever they may have been, Edmund de Knolle appears to have thought it necessary to get a grant of them to fully secure his convent in their ownership.

1333, April 4th.

To all Christ's faithful ones to whom the present writ shall come. Robert of Ayshton health in the Lord everlasting. Be it known that I have granted, remised, and altogether quit-claimed, for me and my heirs and for all my men and tenants for ever to the Religious men, the Abbot and Convent of St. Augustine of Bristol and their successors, all my right and claim which I had or in any way so ever could have or in the future shall be able to have in a certain common of pasture in a waste place containing two hundred acres with woods and other its appurtenances whatsoever in Ayshton and Legh. Which place indeed lies between the wood of Legh of the said religious on one side and the

Bourwallles on the other side ; and stretches to the course of the water of Aven below up to the western head of a close of the Prior of Bath called Stokeleigh above. Within which place Stoklegh, Ludehull and Knyghtwode are comprehended. I grant also that the aforesaid religious may be able lawfully and without any hindrance from me, my heirs and all my tenants to enclose the aforesaid place of waste with its woods and other appurtenances and to have and to hold it enclosed to them and their successors for ever. So that neither I nor my heirs nor any of our men or tenants nor anybody else for us or in our name shall be able to exact, sell, claim, or have anything of right, claim, exaction or in the aforesaid common of pasture or in the aforesaid place of waste or in any of their appurtenances et cetera, but by the present writ we are totally excluded thence for ever. In witness whereof I have affixed my seal to this present writ of quit claim. With these witnesses Sir John de Clyvedon, knight ; Walter de Rodneye, Andrew de Brompton, Robert atte Berwe, Robert Bavent, John de Gatecumbe, John Beket and others. Given at Aysshton aforesaid on the fourth day of the month of April in the seventh year of the reign of King Edward Third after the Conquest.

Then follows a deed of equal date and exactly similar, except that the rights in Stokeleigh are granted to St. Augustine's by John de Clyvedon Lord of Clyvedon.

The first of these deeds is sealed with red wax, displaying the arms and crests of the de Ashtons, viz. "A bend over two fesses, for crest three torches." There is no inscription.

The second, also of red wax, shows the arms and crest of the de Clevedons between two escallop shells, viz. "On the field a lion rampant, for crest a plumed helmet." Both are perfect.

The Leigh Woods were now, save for the strip underneath Burwalls, definitely alienated from the Lords of the Manor of Ashton, and continued the property of Mother

Church up to the time of the dissolution of the monasteries by Henry VIII. So two hundred years elapse before the date of our next document, which brings us to the reign of Henry VIII, who granted the Manor of Abbots Leigh, part of the possessions of St. Augustine's which they had held since 1148, to Paul Bush, first Bishop of Bristol, who on May 25th, 1559, regranted it to King Edward VI, who on September 23rd of the same year granted the reversion of it after the death of Paul Bush to Sir George Norton and his heirs for ever, at whose death, amongst other possessions, a thousand acres of waste are mentioned. It is probable that Sir George's heirs chose to include Stokeleigh in the waste of Leigh, ignoring the fact that it was situated in the parish of Long Ashton.

By this time the de Lyons, the Choke, the Daubeney and Arundel families had in turn flourished as lords of Ashton and passed away, and the Smyth family reigned in their stead, Hugh Smyth being lord of the manor, who failing the possession of any definite grant of Stokeleigh, would doubtless claim it as part of the Manor of Ashton. The next document embodies a dispute between Sir George Norton and Hugh Smyth.

1568.

This indenture made the 18th day of November in the Tenth year of the reigne of our soveraigne Lady Elizabeth by the grace of God, Queene of England, Fraunce and Irelande, Defender of the Faith, etc.

Between Sir George Norton of Lige in the countie of Somerset, knight, of th' one part and Heugh Smyth of Longe Aishton in the saide Countie of Somerset, Esquyre, of th' other part. Witnesseth that where controversy and stryfe hath been between the said George Norton and the said Heugh touching the possession, right and title of a parcell of waste grounde or soyle with all wooddes thereon growinge or standing, sett and being in Ashton aforesaid, between the woode of the saide Sir George Norton called Lige woode on

the north part and a place called Burwalls on the south part, and stretcheth to the Ryver of Aven on the east side and to Ashton doune and Lighe doune on the west side, within which saide parcell of grounde or pasture Stokeleigh, Ludhill alias Lydehill, Knightwood, Ligheslade and Holmslade are conteyned. And thereupon by mediation of William Lovelace Sarjaunte-at-Lawe and John Ippesley Esquyer it was agreed between the saide parties : That the saide Sir George shall release his title and righte and cease to make any further chalenge or clayme in or to the premises and that the saide Heughe shall reteyne have and keep to him and to his heires the saide parcell of grounde and other the premisses. Th^c said Sir George Norton therefore as well in consideration of perfecting the saide agreement as also for a certen sume of money to him the saide Sir George paide by the said Heughe before the ensealing and deliverie of theis presents, which saide some the saide Sir George doth acknowledge by theis presents to have received of the saide Heugh, hathe bargayned, sold, alyened, released, and confirmed, and by theis presents doth bargayn, sell, release and confirme to the saide Heugh, all and everie the saide parcell of grounde and pasture and all and singular other the premises together with all dedes, wrytyngs and charters only touchinge or concernynge the premisses or only any part or parcell thereof. To have and to hold all and singular the premisses to the said Heugh Smyth his heires and assigns for evermore. And the said Sir George Norton for himself, his heires and executors doth covenant, promyse and grant by theis presents to and with the saide Heugh Smyth his heires and assigns that all and singular the premisses nowe are and so from henceforth shall alwayes be and contynue to the saide Heugh his heires and assignes clerely acquytted and dyscharged or otherwise sufficiently saved harmless of and from all former bargaynes, sales, estates, rents arrerage of rents and of and from all other charges, troubles, titles and encumbrances whatsoever had, done, made, suffered, or comytted by the saide Sir George Norton

or any other claiminge in, by or under the saide Sir George. And the saide Sir George and his heires all and singular the premisses to the saide Heugh Smyth his heires and assigns agaynst him the saide Sir George his heires and assignes shall and doe warrant, acqyute and defende by theis presents. In witness whereof the parties above saide to theis present Indentures enterchangeable have sett their seales. Yeven the daie and yere first above mentioned.

By me George Norton

Signed, sealed and delyvered
in the presens of us whose
names are hereunder written

M. Smith

per me William Sely.

After this Stokeleigh remained with and passed with the Ashton Court estate, being as we shall see let from time to time for the sake of its timber and stone.

Nearly fifty years elapse before the date of our next deed. Hugh Smyth was dead, his brother Matthew had succeeded him and passed away, and Sir Hugh Smyth, Knt., son of Matthew, was owner of the Leigh Woods.

1626, March 19th.

Indenture between Sir Hugh Smyth of Long Aishton Knt. and John Baylie, lymeburner of Clifton.

Witnesses that Sir Hugh leases to Baylie, one cottage adjoyning and one Lyme Kill with all the quarres and the stones within the quarres fitt for the making of Lyme situate in the slade under Stokley Wood between the land of John Garland alias Tovie below Rownham and the wood called Lye Wood with common of pasture for two pother beasts in the common thereto adjoyning saving all manner of trees, woods and underwoods thereuppon growing for the term of 21 yeres. Paying yearly £7 : 10 : 0 and suite to the courte of Sir Hugh twice yearly uppon reasonable warning. And

J. Baylie undertakes that on reasonable warning being given he will cause to be delivered unto the saide Sir Hugh at the west side of the passage or ferry called Rownham ferry and likewise at St. Augustine's back att the Great House of Sir Hugh there soe much good and marchantable stone lyme att the price of twopence the bushell and so much of courser lyme att the price of one half penny the bushell as the said Sir Hugh shall have occasion to use. And also that neither he nor his servants will att any time moote upp, waste or spoile the woods or underwoods of the saide Sir Hugh adjoyn- ing to the saide premisses but shall keep the same safely from the waste and spoile of other persons soe much as in them lyes.

Signed John Baylie his mark

Scaled in the presence of Thos: Smyth

William Prowse

Thomas Evered.

Sir Hugh died in 1627. His son Thomas succeeded, who died in 1641, leaving his son Hugh Smyth a minor under the guardianship of his widow, who married as her second husband Colonel Thomas Pigott, of Brockley, co. Somerset. Our next deed granted in their names tells us that a new industry had sprung up in Ashton.

1655, Sept. 10th.

This indenture between Thomas Pigott of Long Ashton Esq., Florence his wife and Hugh Smyth of Long Ashton Esq. of the one part and John Satchfield and Arthur Satchfield of Long Ashton mindrey men of the other part,

Witnesseth that the said Thomas, Florence and Hugh in consideration that the said John and Arthur Satchfield shall forthwith erect and builde at their owne proper coste and charge a substantiall, convenient, and necessary house with the appurtenances for the smelting and blowing of lead and lead oare on the parcell of grounde hereafter named have by these presents granted and demised to the said John and Arthur all that one quarter of an acre of pasture ground be it more

or less lyeing by the side of the river Avon under the wood beneath Stokeley situate within the parish of Long Ashton as also a competent parcell of ground to be taken for making and preparing of a way for carts and carriages to and from the saide house which way is to be made at the proper coste of the said John and Arthur Satchfield but always reserved out of this grant and demise all timber and timber trees now standing or growing upon the saide premises To have and to hold the aforesaid pasture and house to be erected to John and Arthur Satchfield for the term of one and twenty years, yielding and paying yearly a rent of fifty shillings and doing suite to the court of Ashton Lyons.

Signed the marke of John Satchfield

„ „ „ „ Arthur Satchfield

Sealed and delivered in the presence of

Tho: Everard

Henry Gwin.

1660, Nov. 9th.

Indenture of this date between Thomas Pigott of Long Ashton Esq. and Florence his wife of the one part and John Painter of Bedminster Brickmaker of the other part. Witnesses that the first named parties have demised and granted for a yearly rent to the said John Painter all that the Quarre and stones within the Quarre fitt for the making of lime with the appurtenances in Stockly Coombe neere unto the view of the old Bloome house there between the haven and Stockly Wood, scituate, lyeing and being within the parishe of Long Ashton and now in the tenure of the said John Painter, to hold the same for the term of five yeares, paying the yearly rent of forty shillings.

Signed, John Painter.

Witnesses.

Henry Flower.

Francis Vincent.

Edward Flower.

Before our next deed was drawn up Hugh Smyth had been created Knight of the Bath and Baronet.

1667, April 3rd.

This indenture between Thomas Pigott of Long Ashton Esq., Florence his wife, and Sir Hugh Smyth Knt. of the Bath and Baronett of the one part and Thomas Godman of the City of Bristoll baker of the other part,

Witnesseth that the said Thomas, Florence and Sir Hugh, have demised unto the said Thomas Godman all those their woodes, underwoodes and coppices nowe standing and groweing in and upon the Slade contayning one hundred acres be it more or less nowe in the occupation of the said Thomas Godman for the terme of one and twenty years excepting all wayes the bodyes of all timber trees as also all young trees stathells, standers, and storers as are nowe groweing there, paying yearly the sum of five poundes and the said Thomas Godman undertakes that neither he nor his workmen will fell or cutt downe any of the said woods but at seasonable tymes in the yeare, that is to say, between the feast of St. Michael and the Annunciation of our Lady to ye end yt. ye springs and issues growing in and upon ye. same woods may be saved and preserved according to ye. custome of ye. country.

Signed Thomas Godman

Witnesses

Ambrose Jackson

William Godman

Arthur Flower.

The next deed seems to show that the building authorised to be put up in the lease of 1655 had not been erected, as the next lessee obtains the same permission.

1678, March 1st :

This Indenture between Sir Hugh Smyth of Long Ashton, Knt. of the Bath and Barronett of the one part and

Arthur Coster of the City of London, gent: of the other part

Witnesseth that the said Sir Hugh hath granted to the said Arthur Coster All that Quarrie commonly known by the name of Stoaklee Quarrie and also the Quarrie lying in the Slade which is now in working being in the occupation of one Thomas Branch with liberty to the said Arthur Coster and his workmen to digg, quarrie, sinke, trench and mine for stones in and uppon the several quarries and also the said Sir Hugh hath granted all that peece of waste grounde lying at the lower end of Stoaklee Slade and adjoyneth unto the river side there contayning halfe an acre together with all the wayes paths and passages to the same with full liberty for the said Arthur Coster to builde and erect such houses, outhouses, and other buildings as may be necessary upon the saide waste ground. The said Arthur Coster paying an annual rent of ten pounds for the aforesaid premises.

Signed Arthur Coster

Witnesses

William Powlett

Hen: Lawrence

In the next deed we find that the house called the Cupiloe and always so named in Ashton tax records is built. It stood by the river-side not far from the spot where at the present day the archway under the railway line gives access to Nightingale Valley. Meantime Sir Hugh Smyth, Kt. and Bart., had died, and given place to his son and heir, Sir John Smyth, Bart.

1684, August 10th:

This Indenture between Sir John Smyth of Long Ashton, Barronett of the one part and Talbot Clerke of Puttney in the county of Surrey Esq. of the other part,

Witnesseth that the said Sir John Smyth for and in consideration of the sum of five pounds seven and sixpence paid to him in the name of a fine and also for the yearly rent

hereafter expressed hath demised, granted and to farme letten to the said Talbot Clerke all those new erected buildings situated att the lower end of the Slade called Stoaklie Slade and adjoyneth to the river side there, called by the name of the Cupeloe with all appurtenances to the same belonging. As also all the Quarries called by the name of the Stoaklie Quarries and all that quarrie lying in the Slade with liberty to digg and quarrie for stone and the stone so quarried to carry away—and liberty to build all such further houses or outhouses as shall be necessary. Always reserved to the said Sir John Smyth all timber and timber trees, woods and underwoods groweing upon the said premises, and also reserved a sufficient way through the said half acre of ground unto the river side with free liberty of ingress, egress and regress for the said Sir John Smyth and his servants To have and to hold the above named premisses for the term of twentie one years paying and yielding annually the sum of ten pounds. And also the said Talbot Clerke undertaketh for himself and his workmen that neither he nor they shall kill, shoote, catch, take or destroy any of the game of the said Sir John Smyth as namely deere, hares, pheasants, partridges or wild fowl with gunns, netts, setting dogs or otherwise howsoever belonging unto his Royaltie of Hartcliff cum Bedminster and his several manors lying in Long Ashton or elsewhere without the leave and license of the said Sir John Smyth

Signed Talbot Clerke

Witnesses, Ed: Flower
 Bryan Wade
 Tho: Costwicke

No further evidence concerning the Cupiloe is forthcoming until the year 1719-20, when we have two documents which tell us that Sir John Smyth, being unable to obtain the rent due to him for the Cupiloe, is compelled to distrain for it.

1719-20. January 18th.

An account of goods distrained for rent due to Sr. John

Smyth for the Cupilo in Long Ashton in the County of Somerset lately belonging to Sr. Peter Floyer and John Huggins Esq. there being three year and a half's rent due Michaelmas last past which is thirty five pounds. The said goods being appraised this 23rd. day of January 1719-20. by us whose names are under written being sworn to appraise the same by Mr. Saunders Constable of the Hundred.

Imprimis, ten barels of bone ashes valued at ..	L3.	os.	od.
Item, the mill for grinding clay	L3.	os.	od.
Item a tun and a half of cast iron	L6.	os.	od.
Item, a shot tub and barel.. .. .		6s.	od.
Item, two wrought iron bars		9s.	od.
Item, two tubs		4s.	od.
Item, the bottom of the furnace and stuf round the works which have sum lead in it ..	L3.	os.	od.
Item, old wrote iron		3s.	6d.
Item, a Grine Stone and Turner		3s.	6d.
Item, two scale boards and sceives		2s.	6d.
Item, one table board		7s.	od.
Item, one tub		2s.	6d.
Item, two beds and the things belonging thereto	L1.	15s.	od.
Item, two pair of Bellows	L1.	5s.	od.
Item, a Beam and Scales and Old Iron		15s.	od.
Item, two lead cisterns	L4.	10s.	od.

The maker of William West

J. Watkins 1719.

Sold the above goods to Mr. Hobbs of Bristol for which I had L25. 3s. 6d.

Feb. 17th. 1719-20.

Know all men by these presents that I Sr. John Smyth of Long Ashton in the County of Somerset Barrt. have made, ordained, constituted and appointed and in my place and stead putt Robert Prigg and Samuel Paul of the same place yeomen my true and lawful attornies for me and in my name

and to my use to aske, requier, demand and receive Five pounds for half a year's rent due to me at Ladyday last for certain buildings called the Cupilowe with the Quarries and lands belonging scituate within the parish of Long Ashton aforesaid and on payment thereof to give an acquittance or other discharge for the same and for non-payment thereof for me and in my name to enter into and upon the said Cupilowe and premises and possession thereof for me and in my name to take, and further to do and exercise such other acts and things as shall be necessary and expedient in the premisses ratifying and hereby confirming all and whatsoever my said attornies shall lawfully do in the premisses. In witness whereof I have hereunto sett my hand and seal this fourth day of April in the year of our Lord 1720.

John Smyth.

Signed sealed and delivered (the paper being lawfully Stampt) in the presence of William Bennett, David Dyer.

With this instance of the mutability of human affairs our documents concerning the Cupiloe and the north or Stokeleigh part of the woods come to an end, and we must turn our attention to the south side, called Burwalls.

BURWALLS.

No early records remain to tell the history of Burwalls from the time of the suppression of St. Katherine's. It passed with the site of the hospital, which was granted in 1587 to Edward Herne and John Nicolas, who sold it in 1588, to Henry Neville, Esq., lord of the Manor of Bedminster, whose grandson sold it to Sir Hugh Smyth, Knt., in 1605, from which time it remained with the Ashton Court estate.

1621, Sept. 30th.

Indenture of this date between Sir Hugh Smyth Knt. and Arthur Tanner of Long Ashton, yeoman.

Witnesseth that Sir Hugh has granted to Arthur Tanner one close of pasture or woodey grounde called Burwalls

contayning eight acres more or less situated at the east end of Aishton Doune late in the occupation of one John Robinson deceased and one half acre of pasture called 'Smyth's half acre lying in Mearns in Long Aishton To have and to hold the same to Arthur Tanner and his heirs for the term of four score and nine years if the said Arthur and Stephen and Thomas Tanner his sonnes shall soe long live.

Paying the sum of twenty shillings yearly and suite to the court of Sir Hugh Smyth

Yeven the day and year above written
Heugh Smyth

On the back is written Arthur Tanner's lease of Burwalls. It was of St. Katherine's land, but they are to do suite of courte to the Manor of Long Ashton, and the half acre was of Water Smythe's land.

In our next deed we find the first reference to the Scarlet Well, a stream which rises in a cavern near the summit of Burwalls cliff, flows down to the level of the railway line, under which it passes and discharges itself into the River Avon. William Wyrcestre gives us a description of it as it appeared in his day.¹

“Scarlet Well is the beautifully clear stream which flows from the cliff on the opposite side of the river in the estate of Leigh, and it is in height, in the upper part of the rock on the Leigh side, twelve feet (above the river).”

I am indebted to the Rev. C. S. Taylor for this translation. I forbear to inflict the Latin. At the present day the name Scarlet Well is somewhat of a puzzle, as the water is sparkling and clear, showing no trace of colour. In former times it may have flowed through deposits impregnated with iron which have since disappeared, and which certainly might have given the water a sanguine hue, or it may have gained its name from the colour of the rocks over which it

¹ Dallaway, p. 54.

cascaded, which even now where they are not concealed by the ivy present after rain a distinctly ruddy tinge. In building the mill, of which the following deeds tell us, these rocks were probably to some extent cut away.

1649, Aug. 27th.

Articles of agreement of this date between Sir John Smyth Bart. and Jeffrey Pinnell of the city of Bristol, Linendraper, as follows. Imprimis, that Sir J. Smyth doth demise, grant and to ferme lett unto the said J. Pinnell all that well or fountaine of water situate in the parish of Long Ashton at the lower end of a ground called Burrow Walls now in the tenure of one John Mayne the elder commonly known by the name of the Scarlet Well, with a sufficient way to go to the said well from Rownam, the said way to be made and maintained at the proper cost and charge of the said J. Pinnell. To have and to hold the said well for the term of 99 years. Paying annually the sum of forty shillings.

Item, Sir J. Smyth doth also grant to the said J. Pinnell the revercon of all that peice of meadow or pasture lying above the said well now in the occupation of the said John Mayne the elder being part of a ground called Burrowalls and now held by the said John Mayne by copy of court roll for the term of his life and the life of John Mayne his son. To have and to hold the said peice of meadow unto J. Pinnell and his heirs from and immediately after the death of John Mayne and of John his son, for so many years as shall make up fourscore and nineteen years from the date thereof, together with a sufficient way for horse or footmen from Leigh Downe to the said well paying yearly the sum of three pounds.

Item, it is agreed also that at the end of three years the said J. Pinnell if he think fit shall be at liberty to vacate and deliver up the said premisses to Sir J. Smyth, but if he shall decide to continue to hold and enjoy them that then he shall be obliged to build, erect and sett up on some part of the

premisses one fair water gritt mill and the same so built to repair and mantain at his own proper cost.

Jeff. Pinnell.

Witnesses

Francis Pinnell.

Fra. Carrington.

1699, Dec. 12th.

Indenture of this date between Sir John Smyth Bart. and Jeffery Pinnell of the city of Bristol linendraper. Witnesses that Sir John Smyth doth demise, grant and to farm lett to the said J. Pinnell all those new erected buildings which are already built and sett upp or which may hereafter be sett upp by the said J. Pinnell at a certain place commonly called the Scarlet Well lying by the river side running from the city of Bristol and now used and converted to a water grist mill with the stable and parcel of ground above the said mill hereafter mentioned (that is to say) from the Rock by the Stable to the point of a rock that runnes out into the river below the house, being in length facing the River 140 yards, and from high water marke upp the hill being the south part thereof 94 yards and at the topp from Rock to Rock being the south-west part thereof 94 yards and from the topp down to the river being the north-west part 94 yards as also a sufficient way to go from the downe called Ashton downe or hill and from Rownam to the said Mill. Yeilding and paying annually to Sir John Smyth and his heirs forty shillings.

Jeff. Pinnell.

Witnesses

Sam. Stokes

Henry Eastmont

Fra. Carrington.

We hear no more of the mill driven by the waters of the Scarlet Well until the construction of the Port and Pier Railway a century and a half later.

We next come to a series of documents dealing with the little known chapel which Collinson tells us stood together with a hermitage adjoining northward of the passage house at Rownham Ferry. I think it possible that parts of the chapel may exist in the walls of the cottage which stands behind the railway line north of the house called the New Inn.

1598, March 9th.

Indenture of this date between William Clerk of Mynchen Barrowe, Som. Esq. and John Gostlette of Long Ashton, sayler.

Witnesses that William Clerk doth demise, graunt and to ferme lette unto John Gostlette, all that tenement or cottage some tyme a chappell with the curtilages thereunto adjoynge and belonginge and also one garden or orcharde and one close of pasture grounde thereunto likewise belonginge containing by estimacion one acre or thereabouts be yt more or less, with all commons profitts and commodities thereunto belonginge. All which premisses are situate, lying and being in the parish of Longe Ashton and nowe or late were in the tenure of one Katherine Berkensall widdowe. To have and to hold the said premisses for the term of fower score and nineteen years yf he the said John Gostlette, William Gostlette his sonne and John Dagge the sonne of Johane Gostlette wief of the said John Gostlette or any of them so long shall live. Yeilding and paying yearly the sum of six shillings and eight pence.

Johis. Gostlette, his marke.

Witnesses

Richard Halswel

William Olliver.

William Clerk was the owner of Barrow Court, which had been granted him by Henry VIII. He had also acquired the greater part of a small manor in the parish of Ashton called Ashton Theynes by purchase from Christopher Kenn. His son Christopher Clerk sold it in 1603 to Sir Hugh Smyth.

Knt. The chapel cottage at Rownam formed part of this manor

1620, Oct. 27th.

Indenture of this date between Sir Hugh Smyth Knt. and Elizabeth Tanner daughter of Arthur Tanner late of Long Ashton deceased. Witnesses that Sir Hugh Smyth hath granted to her all that cottage sometyme a chappell with the curtilage thereunto adjoining contayning one acre or thereabouts late in the tenure of one John Goslet To have and to hold the same to the said Elizabeth for the term of fourscore and nyineteen years. Paying yearly the sum of eight shillings and sixpence and suite to the courte of Sir Hugh Smyth twice a year at his courte of Aishton Thaynes. And the said Elizabeth doth undertake to do all needful reparations to the said premisses for which purpose it shall be lawfull for her to have sufficient houseboote, hedgeboote and fierboote to be taken, spent and bestowed in and upon the said premisses and not elsewhere.

Sealed in the presence of

William Prowse

Thomas Myehell

Endorsed, Elizabeth Tanner's counterpart for the Chappell at Rownam.

1642, March 29th.

I, Thomas Start of London maryner and Elizabeth my wife formerly Elizabeth Tanner daughter of Arthur Tanner deceased late of Long Aishton. For the sum of L20 paid us by John Mayne of Long Aishton shippwright and Agnes his wife have granted unto them all the tenement or cottage formerly a chappell for the residue of the term for which we hold it by lease from Sir Hugh Smyth deceased.

Signed and sealed in the presence of

Roger Chambers

Thomas Tanner.

1642, Aug. 18th.

On the back of the last appears the following :

I, John Mayne of Long Aishton, shippwright, assignee of the within demised tenement doe hereby surrender and yield up into the hands of the Right Worshipful Florence Smyth, widowe, now Ladye of this tenement the same covenant granted and all the estate and term hereby demised, to hold to her and her assigns for ever.

Signed, John Mayne his mark.

In the presence of Jo. Herault and John Edwards.

1642, Nov. 11th.

Indenture of this date between the Righte Worshippful Florence Smyth of Long Ashton in the county of Somerset widdowe and John Mayne of Long Ashton, shippwright, Agnes his wife and John Mayne their sonne. Witnesses that the said Florence Smyth for and in consideration of a surrender of the cottage hereafter demised which was held for the term of 99 years determinable on the death of Elizabeth Tanner and for the sum of L14 to her in hand paid by the said John Mayne the elder, hath demised, graunted and to ferme letten unto the said John Mayne, Agnes his wife and John Mayne their sonne, All that tenement or cottage sometyme a chappell with the curtilages thereunto belonging and also one garden or orchard and one close of pasture ground thereunto also adjoyninge, conteyning by estimation one acre or thereabouts with all commons, profitts and commodities thereunto belonging All which premisses are situate, lying and being in the Parrishe of Long Ashton afore-said and late were in the tenure of one John Goslett and nowe are in the holding of one John Paradice. To have and to hold the said premisses to John Mayne the elder for the term of his natural life, with remainder, after his decease to Agnes his wife for the term of her natural life, with remainder, after her death and that of her husband to John Mayne the younger their sonne, for the term of his natural life. Yeilding and

paying annually the sum of six shillings and eightpence of lawful money of England and doing suite to the courte of the manor of Ashton Thaynes.

Signed, John Mayne his marke.

Witnesses, Tho. Evered.

Jo. Herault.

From this time forward we hear no more of the chapel cottage. Our next deed takes us back to Burwalls.

1649, March 3rd.

Indenture of this date between Stephen Tanner of Long Ashton clothier, one of the sonnes of Arthur Tanner, late of Long Aishton deceased and Thomas Tanner of London, maryner, one other of the sonnes of the said Arthur Tanner. After reciting Sir Hugh Smyth's lease of Burwalls of 1621, it goes on to witness that Stephen Tanner for the sum of L12 paid by Thomas Tanner sells to him for the rest of the unexpired term the lease granted to their father by Sir Hugh. Witnesses,

William Mines,

The mark of Pope Playsterer and John Hartwell.

1649-50, Feb. 14.

Deed of sale between Thomas Tanner of Shadwell in the parish of Steponheath alias Stepney in the county of Middlesex maryner and Robert Simpson of Shadwell yeoman.

Witnesses that for the sum of £50 Thomas sells to the said Simpson all his household goods whatsoever including Sir Hugh Smyth's lease of Burwalls made to Arthur Tanner.

After this by some means or other the lease falls into the hands of John Mayne, who already held the Chappell cottage. I have not been able to find the deed of transfer from Robert Simpson.

1651, July 16:

Indenture of this date between Thomas Pigott Esq. of

Long Ashton, Florence his wife and Hugh Smyth Esq. of the one part and John Mayne of Long Ashton, shippwright, Ann his now wife and John their sonne of the other part, witnesseth that in consideration of the surrender of the lease of 1621 and for the sum of £7, T. Pigott, Florence and Hugh have granted to John Mayne, Ann and John all their close of pasture or woody ground called Burwalls and the half acre called Smyth's half acre but alwaies reserved out of this demise all tymber and tymber trees growing upon the said premises. Paying yearly twenty shillings and suite of courte to the manor of Long Ashton

Witnessed by Francis Vincent
Tho: Everard.

Memorandum on the back:

The within mentioned half acre of pasture was long before the ensealing hereof exchanged for half an acre of meadowe lying in the east moore at a place there called Underhill belonging to a tenement nowe in the possession of John Saunders called Hunt's house.

1686, Oct. 25th.

Indenture of this date between Sir John Smyth Bart. and John Maine the younger of Rownam.

Witnesses, that Sir John Smyth grants to John Maine all those two cottages or dwelling houses with two little garden plotts thereunto belonging the one of them now in the tenure of the said John Maine and the other late in the occupatoon of Anthony Feild deceased together with all outhouses, ways, watercourses etc. all which premisses are situate at Rownam and lieth neer the River side there. To have and to hold the same for 99 years if the said John Maine, Cisly Maine now wife of the said John Maine, Edward Mayne and Deborah Mayne sonne and daughter of the said John Mayne or any or either of them so long shall live. Paying yearly the sum of five and twenty shillings and doing suite

unto the courte of the said Sir John Smyth for his manor of Ashton Lyons twice a year.

Signed, John Maine Junr. his mark.

Witnesses,

Mary Flower

Susannah Mathews

Edw. Flower.

This is the last deed having to do with Burwalls and its adjacent houses. We find nothing more about it until the nineteenth century sale to the Leigh Woods Land Company. The cottages here dealt with stood on the site of Clifton Bridge or Rownam railway station.

In the foregoing account of Stokeleigh we have arrived at the year 1684. No further deeds concerning it exist until about a hundred years later. In the meanwhile Sir John Smyth was dead, as was also his son and heir, Sir John Smyth the second, whose brother-in-law, Sir Jarrit Smith, Bart., was now, with Edward Gore, Esq., lord of the Manor of Ashton. This document is a letter written to Sir Jarrit by a Bristol worthy, Mr. Samuel Worrall; it is dated

1772, Dec. 10th

Merchants' Hall, Bristol

Sr.

The Committee of this Society having lately taken a view of the River and the Quarries, found it necessary, for the benefit of the Navigation to order that one of the Quarries which this Society hold under you should be worked and that a large single Rock, commonly called the Shaking Rock, should be taken away, so low that a tow line may with ease be thrown over it; there being a great necessity for strength in that place to hale off the ships from the opposite shore on which the force of the current constantly throws them, but the Committee have been informed that sometime ago when the Quarrymen were working at the Quarry and Rock above-mentioned, they were forbid by your orders and they

therefore decline working there again; the Committee therefore ordered me to write to you on the subject and to acquaint you that it is not intended to remove the Shaking Rock quite away and therefore destroy the boundaries of your Manor (which they understood to be your objection) but only to reduce it so low that it may not be an impediment to the towing of Vessels in that part of the River, and they will leave it in such a state that it may answer all the purposes of a boundary; And with respect to the Quarry care will be taken that it shall be worked in such a manner as not to occasion any inconvenience to your Manor, but only to render the Navigation of the River more easy. It will be very acceptable to the Committee to have a line of approval from you, that the Workmen may be satisfied.

I am,

Your most obedient servt.

Sam: Worrall

To Sir Jarrit Smith Bart.

Long Ashton.

The Shaking Rock must have stood by the second tunnel from Clifton Bridge Station.

Mr. Worrall was Clerk to the Merchant Venturers, having succeeded Mr. Thomas Fane in 1757, about the time he succeeded to the Earldom of Westmoreland. Worrall was a lawyer, became a partner in a local banking firm in 1766, and acquired considerable wealth. Worrall Road, Clifton, commemorates him. In 1786 he was dismissed from office by the merchants for using disrespectful language to Mr. George Daubeny. The vacancy was filled by the appointment of Mr. Jeremiah Osborne, who died in 1798. Sir Jarrit Smith's reply to the Merchants has not survived.

We now reach an interesting bit of local history, namely the beating of the bounds of Abbots Leigh, which marches for a considerable distance with Long Ashton.

A letter from W. Barrett, the Bristol historian, to Sir

John Hugh Smyth, son and heir of Sir Jarrit, announcing the perambulation of Wraxall, is also of interest.

1788.

Wraxal, Oct. 10: 1788

Dear Sir,

You will excuse my enclosing this notice in a Letter to you, but as it was necessary to inform you of the occasion that Sr. Charles Bamfyld has appointed this Day for the purpose and Mr. Spenser might not possibly see you ; I took ye. liberty to do it myself ; and if you will please to let one of your servants give this notice to be read Sunday in the church of Ashton by the Clerk of your parish it will be doing ye business secundum legem. I should be glad to see you at Wraxal, when you ride this way, ye history begins now to confine me closely to it ; we are got to ye 300th page. I beg my compliments to Lady Smyth and am

Most truly and sincerely

Yours W. Barrett

Notice is hereby given that on Monday Sennight the 20th. of this instant there will be a perambulation of the parish of Wraxall in order to ascertain the Bounds of the said Parish and all whom it may concern may attend. Sunday 12th Oc: 1788.

Note by Sir John Hugh Smyth Bart. 12th Oct: 1788 notice was given in Ashton Church that Wraxal parish intended to perambulate their Bounds on Monday 20th Oct: that day I attended at Fayland and proceeded most part of the way with them (to Nailsea Heath). They began on the west side the gate leading to Mr. Whitehouses estate and proceeded after a narrow path thro' the Fern to a small combe on the hill and kept on the west side that combe to the Lipstone.

We gather from the account which comes next that Stokeley was in hand in 1788, and supplied timber and firewood.

James Abbots acct. of Wood sold by him at
Stokeley 1788

To Cash received of Mr. Blannin for 8 ton 19 cwt. of Boat Timber at £1 5 per ton	£11 3 9
To ditto of him for 4 pieces of Timber measuring 17½ ft. at 15d. per foot	1 1 3
To Do: of Mr. Poultney for 700 double bond Fagots at 14/ per hundred	4 18 0
To Do: of him for 100 single bond Fagots at ..	5 0
To Do: of Mrs. Daltera for 100 single bond do.	5 0
To Do: of Samuel Reed for 200 do: at 5s. per hundred	10 0
To Do: for 400 single bond Fagots myself at 5s. per hundred	1 0 0
To Do: of Samuel Rumley for some small boat timber	5 6
	<hr/>
	19 8 6

On the other side follows :

By Cash paid for making 1500 single bond Fagots at 2/ hundred	1 10 0
By do: paid for cutting 54 ton 5 cwt. of coalpit timber at 1s. per ton	2 14 3
By do: paid for cutting out the Boat timber ..	1 1 0
By do: paid hauling 9 ton 10 cwt. Boat timber at 3/6 per ton	1 13 0
By do: paid for making 700 double bond Fagots at 3s. per 100	1 1 0
By do: paid H. Chaplin for 3000 Fagots at 7d. per 100	17 6
By do: paid for cutting posts and poles for Sir J. H. Smyth's use	16 6
By due to ballance	9 15 3
	<hr/>
	19 8 6

Ballance rec'd 14: Jany. 1789

J. H. S.

1799.

Eleven years later the neighbouring parish of Abbots Leigh resolved on a perambulation, and accordingly sent notices to Long Ashton.

To the Parishioners of Long Ashton.

Take notice that the parishioners of Abbots Leigh intend to perambulate the Boundaries of the parish on Tuesday the Twenty-second day of this instant October, beginning at a place called the Hugstone on Leigh Down—at 10 o'clock in the forenoon, when and where all persons interested are desired to attend. By order of the Lord of the Manor Abbots Leigh

F. T. Mansfield

15, Oct: 1799.

The following is in the hand of Sir John Hugh Smyth :—

Saturday 19th October 1799 notice was sent to Tho: Crib, Clerk of the parish of Long Ashton, to be set up on the Church Door and also to give notice in the Church, that a perambulation was to be made for the parish of Abbots Leigh, on the Tuesday following the 22nd of October, at 10 o'clock in the morning, to begin at the Hugstone.

That day went on the hill to the place aforesaid where I saw the perambulation began, they went to the right boundary till they came about half way the ridge of stones leading towards Beggars Bush, when Fowler of Leigh aged 64 informed them he went a perambulation for Leigh about 50 years since and that they then went below the ridge of stones to the middle of the Combe, On that I went to them, seeing they were at a stand, and informed them they were proceeding wrong, that I went round the boundary 41 years since and we then went after the middle of the stone ridge to a stone a little above Beggars Bush ; They still persisted and dug up a turf, I forbid them and told them it was actionable, as I claimed the Manor of Ashton to the centre of the ridge of stones on the north west side the combe, at

Beggars Bush I informed them that I remembered L. A cut on the lower side that bush, I informed them that from thence we proceeded to a yew tree leading towards Stokeley, where a psalm was sung and from thence proceeded to the corner of Leigh Wood, Mr. Dyer of Failand said he had twice attended at perambulations for Leigh and that both times they went the boundary as I showed them. Fowler, notwithstanding the above, and to whose advice they listened, led them from the arch below Beggars Bush, to a stone where Mr. Daniel fancied he saw the letters L. and the other side an A. I viewed the stone, but could see nothing of it, they went from thence to the corner of Leigh Woods next Stokeley, at that place Mr. Mansfield and Mr. Daniel proposed a reference to settle the matter, I said I had no objection, Mr. Mansfield said he should be here again in May and then it might be done.

Persons who were at the Perambulation 17 May: 1758

Moses Barns	} showed the boundaries
Will: Cambridge	

Mr. G. Pomroy met us at the ridge of stones and went to the corner of Stokeleigh

John Howard

Tho: Poultney

J. Knight

A Psalm was sung at ye. Lipstone and at the Yew Tree between Beggars Bush and Stokeleigh.

We hear no more of the Leigh Woods during Sir John Hugh Smyth's time. He died in 1802, and was succeeded by the eldest son of his brother, Thomas Smyth, of Heath House, Stapleton, who became Sir Hugh Smyth, third baronet of the second creation. In his time all over the country an outcry arose against the depredations of footpads, travelling tinkers, gipsies, and the like, who harboured in the waste places and common lands which existed to an enormous extent in England, with the result that :

1813.

On May 1st, 1813, was passed an Act of Parliament for enclosing lands in the parish of Long Ashton, reciting that there were within the said parish several commons and waste lands containing together 690 acres or thereabouts, and reciting that Sir Hugh Smyth, Bart., and William Gore Langton, Esq., were lords of the Manor of Long Ashton.

For dividing these lands Young Sturge, of the city of Bristol, and John Brown, of Brislington, Gent., were appointed commissioners, who awarded to Sir Hugh Smyth for his right of common and all other his rights and interests in and upon the said waste lands in respect of his freehold estates in Long Ashton, amongst other portions one piece of land, part of Ashton Hill, containing 84 acres or thereabouts.

1824, 1829.

Henceforward the greater part of these 84 acres of common land which lay between the former park wall and the Camps of Burwalls and Stokeleigh became part of the Leigh Woods, a smaller portion was thrown into the park and enclosed by a new wall. Sir Hugh Smyth dying in 1824, the Leigh Woods passed to his only brother, Sir John Smyth, Bart., who in 1829 sold $4\frac{1}{2}$ acres for making an approach from the Leigh Road to the Suspension Bridge, which was not actually built until many years afterwards. The price of the land was fixed by a jury at £1,107. Sir John is pilloried by John Latimer in his *Nineteenth-Century Bristol* in the following words :

1842.

“ In the autumn of 1842 public attention was called in the local newspapers to the destruction of the natural beauties of Leigh Woods and of the Somerset bank of the Avon by the proprietors of the property. From statements in the Press, it appeared that a portion of the ancient British camp had been converted into a potato garden ; the wood was let as a

rabbit warren ; many of the large trees were cut down, and sylvan spots of eminent beauty, open to the public from time immemorial, were hedged off from pedestrians, who were insultingly driven away by the man who had taken possession of the place. All this was done, it was added, in order that the poor annual pittance of £20 sterling might fall into 'coffers already overflowing,' and letters addressed to the owner of the estate were contemptuously ignored. On the river bank, the destruction worked on another property by pickaxe and blasting powder was playing still greater havoc with scenery of surpassing grandeur and beauty. A conservative editor remarked: 'Of the unintelligent, unscrupulous and merely mercenary and vulgar character of the general invasion of which this fine scenery has long been the victim, there can be in every generous and feeling mind but one opinion.' The protests of the public were, however, of no effect. A toll was demanded of everyone entering Leigh Woods, while on the other estate every large tree was cut down in the wood overhanging the river from Stokeleigh Camp to opposite Cook's Folly. In July, 1849, the restrictions imposed upon pedestrians frequenting Leigh Woods were abandoned, and the boorish potato grower disappeared."

1849, 1852.

Latimer forgets to add that the disappearance of the potato man and abandonment of the toll coincided with the change of ownership of the Ashton Court estate, for Sir John Smyth died a bachelor on May 19th, 1849, and his sister Florence, widow of John Upton, Esq., of Ingmire Hall, Westmoreland, reigned in his stead. This lady was empowered by virtue of a royal licence dated June 28th, 1849, to take and use the surname of Smyth only. She died in 1852 (July 15th), and was succeeded by her grandson, John Henry Greville Upton, Esq., who was a minor, and immediately assumed the name of Smyth.

1854.

“On September 10th, 1854, a murder was perpetrated in Leigh Woods by a man named John William Beale, who had lived as butler with various families in the neighbourhood. His victim was a woman named Charlotte Pugsley, who had some time been a fellow-servant of his. On the day before the murder Beale, who had left the district to serve with a gentleman near Daventry, went to a country house at Freshford where Pugsley was cook. She had previously given notice to leave, and departed with her companion for Bristol, informing the other servants that they were about to marry and emigrate (Beale had a wife living). In the evening of the following day they were observed walking together in the rabbit warren on top of Nightingale Valley. Next day Beale returned to his employer's at Daventry, with the woman's luggage, which he stated had belonged to his sister, whose funeral he had just attended. The body of Pugsley was found on the same day by one of Mr. Miles's gamekeepers. The woman had been shot in the head, which was nearly severed from the body by a gash in the throat, and her remains had been thrown over the precipice overhanging Nightingale Valley, but had rested on a ledge about twelve feet from the summit. It was not until nearly a fortnight after that Pugsley's friends suspected that she was the victim, and by that time the features were no longer recognisable. Identity was, however, established by means of the clothing, and by a peculiar tooth. No adequate motive for the deed was discovered. Beale's wife lived in the neighbourhood of Daventry, and the money possessed by Pugsley did not exceed a few pounds. The murderer was tried and convicted at Taunton Assizes in the following December, and was executed in January, 1858, refusing to admit his guilt even on the scaffold.”—Latimer, *Nineteenth-Century Bristol*, p. 354.

1857.

On June 2nd, 1857, Mr. Greville Smyth came of age. On

February 24th of the same year he freed from the entail certain portions of his estate, including wastes, warrens and commons left him under Sir Hugh Smyth's will, vesting them in his uncle, Arthur E. Way, Esq., to be held in trust.

1859.

On April 25th, 1859, Mr. Smyth was created a baronet, being thenceforth known as Sir Greville Smyth. In 1860 he gave £2,500 towards building the Suspension Bridge, provided it were increased from twenty-four to thirty feet in width. For this gift he was granted free passage for his carriages for thirty-five years, which privilege he enjoyed to within a few years of his death.

To continue the story of the Leigh Woods we must again turn to Latimer's invaluable *History*, where we find the following :—

1862.

During the autumn of 1862 an advertisement appeared in the local Press offering prizes for the best designs for laying out about 170 acres of Leigh Woods, including Nightingale Valley, for building sites. It was subsequently announced that prizes had been awarded to two firms which had responded to the invitation, and in the spring of 1863 it was understood that approval had been given to a design which mapped out the locality for 850 houses, with an extensive hotel, and a bridge over the valley. The prospect of the destruction of the sylvan scenery occasioned deep regret amongst the public, and evoked bitter comments in the newspapers. After an interval, however, the Mayor (Mr. S. V. Hare) was informed that Sir Greville Smyth would spare the woods provided the Corporation undertook to lease them for fourteen years, at a rental of £500 per annum, and a ready-money payment of £300. The Mayor, in reply, suggested an extension of the proposed term, or a sale of the freehold to the Corporation, but was informed that no

alteration could be made in the terms. The Finance Committee having declined to approve of a short lease of unproductive land at a rental of £3 an acre, the matter came to an end. In September, 1864, it was stated that Sir Greville Smyth had sold the woods to a London speculator for £50,000, and that the purchaser had sent down a plan of his intended operations. The plan showed some 800 tenements, many of them of a poor character, several of them small shops, to be erected on the romantic site, thereby, of course, making it an eyesore to Clifton. As might be expected, the Mayor and others who saw it were appalled at the threatened desecration, and a private meeting was called to consider the offer of the speculator, who required £10,000 for his bargain—that is, that the citizens should pay him £60,000. Suspicions as to the *bona fide* character of the speculator's threats were, however, excited in many minds. In spite of the menaced devastation, it was soon clear that the city would not subscribe the exorbitant amount demanded, and the next tidings of the projector were that he had failed to pay the first instalment of the purchase money, and had departed to speculate in parts unknown. It being apparent that the permanent preservation of the scenery depended solely on the public spirit of the citizens, the Leigh Woods Land Company was formed by a few generous-minded persons, with Sir George Thomas as chairman. The result we shall presently learn.

1863.

In June, 1863, a Bill authorising the formation of the Bristol and Portishead Pier and Railway Company received the Royal Assent. The construction of the line began in the following year. Amongst the buildings removed during the laying out of the railway were two or three dwellings called in the old directories Chocolate houses, on the shore of the Avon, nearly opposite the Hotwell, which were amongst the favourite summer resorts of working-men and their families.

These, of course, were our old friends the Scarlet Well mill and the remains of the smelting-house called the Cupiloe, at the foot of Stokeleigh Slade, which, having survived the industries formerly supporting their occupants, had come down in the world, and were finally swept out of it by the relentless tide of modern progress.

In view of the negotiations with the Land Company, inquiry was made as to whether Sir Greville Smyth was absolute owner not only of the surface but also of the mineral rights of the land proposed to be sold, when it was discovered that though the surface was entirely his, a third part of the mineral rights were vested in his distant cousin, William Henry Powell Gore-Langton, Esq., of Newton Park, Somerset, inherited as part of his share of manorial rights from Edward Gore, Esq., grandson of Sir John Smyth, Bart., who had died in 1726. To get over this difficulty the following agreement was drawn up:—

1865, Dec: 1st.

Indenture of this date between W. H. P. Gore-Langton of the one part and Sir J. H. Greville Smyth, Bart., of the other. Witnesses that in consideration of the sum of £2,000 the said W. H. P. Gore-Langton agrees to exchange his one-third share of the mineral rights of the land in question for the mineral rights under a piece of land on another part of the Ashton estate.

This was duly signed and witnessed.

The way was now clear for Sir Greville Smyth to conclude negotiations with the Leigh Woods Land Company.

1865, Dec: 30.

By Indenture of this date between Sir J. H. Greville Smyth, Bart., of the first part, the Leigh Woods Land Co. Ltd., of the second part and George Oldham Edwards of the City of Bristol, Banker, and William Henry Harford of the same city, Banker, of the third part

Reciting, that Sir Greville Smyth had contracted with the said Company for the sale to them at the price of £40,000 of the Leigh Woods,

And reciting that the Company had paid to the said Sir Greville £5,000 part of the said purchase money

And Reciting that it had been agreed that the payment of the sum of £35,000 the residue of the purchase money, should be secured in the following manner, that is to say

£5,000 on or before the 29th of Sept. 1866

£5,000 on or before the 29th of Sept. 1867

£5,000 on or before the 29th of Sept. 1868

and £20,000 on or before the 29th of Sept. 1875

Witnesses that the said Sir Greville Smyth, by the direction of the said Company has granted unto the said G. O. Edwards and W. H. Harford

All that piece of land, containing about 168 acres in the parish of Long Ashton, bounded on or towards the north by land of Sir William Miles, Bart. ; on or towards the south-west by the turnpike road leading from Bristol to Portishead and by a small strip of land awarded by the enclosure Commissioners for a Public Stone Quarry ; on or towards the south by a close of land, lately sold by the said Sir G. Smyth to the Bristol and Portishead Pier and Railway Company, and on or towards the east by the River Avon. Save and except that portion of the said land which had been sold to the Clifton Suspension Bridge Company. To have and to hold the said land subject to the rights of way belonging to the towing path along the River Avon, to the use of the said G. O. Edwards and W. H. Harford and their heirs

Upon trust that the same might be a security for the payment of the said sums of money with interest at the times appointed.

Then follow clauses giving the Company full powers to cut up the land into building lots, to sell it, to make roads

over it, and to fell the timber, without any interference from Sir Greville Smyth or his heirs.

Executed by the said Sir J. H. Greville Smyth, Bart., G. O. Edwards and W. H. Harford, and duly attested. Sealed with the seal of the Leigh Woods Land Co. Ltd., and executed by two of the Directors. Memorandum of seal being affixed, signed by two Directors, and countersigned by the Secretary.

Of the 168 acres thus acquired about sixty were set apart for ornamental purposes and twenty for roads, leaving about eighty acres eligible for building lots, the ground rents of which it was anticipated would eventually bring in some £3,000 per annum. The last instalment of the purchase money due to Sir Greville Smyth was paid in 1875.

The spade of the builder made short work of the camp and ramparts of Burwalls, which, with the rest of the woods on the south side of Nightingale Valley, gradually assumed their present aspect. The financial success of the Company, or otherwise, hardly comes within the scope of this paper.

1892.

On August 1st, 1892, the foundation stone of a church to serve the now numerous inhabitants of the Leigh Woods as a place of worship was laid by Lady Smyth. This church, dedicated to St. Mary, was consecrated by Bishop Bromby on October 18th, 1893.

No further step of importance took place in the history of Leigh Woods until the year 1909, by which time the land south of Nightingale Valley having been fully developed, the Company naturally directed its attention to the northern side, and rumours became rife that Stokeleigh and the land surrounding it was to share the fate of Burwalls; a short road, as a matter of fact, was constructed close to the Leigh Court boundary wall, a continuation of which would have pierced through the heart of the remaining woods.

At this juncture a gentleman residing in the woods nobly

came to the rescue, and acquired by purchase the remainder of the estate, as witnesses the following Indenture :—

1909.

Indenture of Conveyance dated the 15th day of May 1909 between the Leigh Woods Land Co. Limited of the one part and George Alfred Wills of the other part witnesses that the said Company in consideration of a certain sum of money paid to them by the said G. A. Wills sell and convey to him his heirs and assigns the estate above named.

Its continuation sets forth Mr. Wills' generous intentions:—

And whereas the said G. A. Wills is desirous of vesting the said hereditaments in the National Trust for Places of Historic Interest or Natural Beauty in order that the same may be held for ever for the benefit of the Nation in accordance with the National Trust Act of 1907 Now this Indenture witnesseth that the said G. A. Wills conveys unto the National Trust all those lands, hereditaments and premises containing by estimation 80 acres and 22 perches, formerly part of the Leigh Woods estate, situate in the parish of Long Ashton co. Somerset comprising Nightingale Valley and part of the hanging woods all which premises are delineated on the plan annexed To hold the same in accordance with the Provisions of the National Trust Act of 1907 for the reasonable benefit of the public, subject to such regulations as the Council of the National Trust and the Committee of Management of the Leigh Woods constituted by an Indenture of even date herewith may from time to time think proper. In witness whereof the said G. A. Wills has hereunto set his hand and seal and the National Trust have caused their common seal to be affixed.

Signed, sealed and delivered by the above-named George Alfred Wills in the presence of E. J. Swann, J.P.

and Henry Napier Abbot.

A certain part of the sustentation fund for the upkeep of the woods was provided from shares in the Leigh Woods Land Co., left by a donor at the disposal of the Merchant Venturers' Society, for promoting the acquisition for the benefit of the public of these woods. The Society of Merchants are represented on the Committee of Management.

With this most generous gift, which was duly lauded not only in the local but in the national Press, as indeed it deserved to be, having traced the descent of the Leigh Woods from Norman bishop to mediæval knight, noted their transit from knightly hands to the keeping of Holy Church, seen them once more revert to the Lords of Ashton, whence through the channel of a modern Limited Company they passed into the custody of the liberal-minded donor who made the nation his debtor, I may fittingly bring this account to a close.