



RAKE HOUSE - WEST SIDE.

RAKE IN WITLEY,

WITH SOME NOTICES OF ITS FORMER OWNERS

AND OF

THE IRONWORKS ON WITLEY AND THURSLEY HEATHS.

BY

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SURREY retains few more interesting examples at the present day of its old domestic architecture than the picturesque Elizabethan house at Rake with its transitional staircase and armorial glass, and outside, its old walled garden and square four-gabled pigeon-house. The mill with which Rake is early associated has disappeared, but the pond, though somewhat curtailed in extent, still exists on the west side of the house.

The first mention that I have of Rake occurs in a survey of the manor of Witley made in the first three years of the reign of Edward VI.¹ The manor is described as parcel of the possessions formerly of Jasper, Duke of Bedford, and the then tenant of Rake appears amongst the *liberi tenentes* of the manor. The entry, as originally set out, may be translated as follows:—

Robert Mellershe holds one tenement and a mill called Rakes Myll in Wytley with 26 acres by estimation pertaining to the same now in his own occupation and renders therefor by the year	} 6s. 1d.	} 6s. 8½d.
The same holds one other tenement in Wytley Strete now occupied by John Chambre called Dyttons with half an acre of land pertaining to the same and renders therefor	} 7½d.	

¹ Land Revenue Misc. Books, 190, fol. 132.

Throughout, the survey has been posted up with entries in a later hand to record the changes in the names of the various tenants. In the above entry the name of Robert has been afterwards erased and above it is written "Joan Mellershe, widow, for term of life, remainder thereof to John and his heirs." This emendation has in its turn given place to a still later one, and "Now John Mellershe" has been finally written in the margin.

What appears to be the first draft of this survey is still in existence, and gives us the exact date on which it was taken, namely, 13 October, 2 Edward VI (1548).¹ It gives us moreover slightly fuller particulars as to Rake, and shows the use to which the mill was then put:

Robert Mellershe holds a tenement in which he dwells with divers lands, meadows, feedings, and pastures pertaining to the same, containing by estimation 26 acres and one fulling mill called Rakes Myll in Witley in his own tenure called Rake Myll and renders therefor	}	6s. 1d.
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Robert Mellersh died apparently a year or two after this survey was taken, for in a subsidy roll which must have been drawn up shortly before April, 1550, "Johan Mellershe wydowe" was assessed in Witley at 10s. on goods valued at £10.² After this date until 1571, for some cause or another, no member of the family is returned as dwelling in the parish in the few subsidy rolls that exist for this period. Besides the son John mentioned above, Robert Mellersh seems to have had two others, Richard and Robert, for Alice Mellersh of Wonersh, widow of Philip, bequeathes in her will, dated 2 March, 1558-9 (proved P. C. C. 10 December, 1559), 20s. to Richard Mellersh, the son of Robert Mellersh late of Rake, and the like sum to his brother Robert Mellersh. On 30th September, 1571, John Mellershe in Witley, in goods £6, was assessed 10s. towards the subsidy then being levied.³ A few years later, in the

¹ Exch. T. R. Misc. Books, 168, fols. 79-90.

² Lay Subsidies, 185/256.

³ Ibid., 185/301.

Michaelmas term of 1576, John Mellershe appears as the tenant of Rake in the course of some proceedings brought against him in the Court of Exchequer by Thomas Jones or Joans, gentleman, who is described as the farmer of the site and demesnes of the Queen's manor of Witley.¹ From these proceedings it is evident that Mellershe had been busily engaged in improving his mill at Rake, to the nuisance, it was alleged, of the complainant whose lands he had caused to be inundated with water. But as the proceedings give us several interesting particulars of the history of Rake we may let the parties tell their own tales. Thus the complainant to the Lord Treasurer and the Chancellor and Barons of the Exchequer:—

That whereas our said souveraigne Ladye the Quene's Majestic is lawfully seised of and in the said Mannor of Wytley wth in the said Countie of Surrey in her demesne as of fee as in the right of her Highnes Corone of England the seite and demesnes whereof your said Oratour is lawfully possessed of by vertu of a certaine lease thereof to him made for divers yeres whereof many are yet to come: By foree of w^{ch} your said Oratour hath of longe tyme peaceably and quietlye enjoyed and taken the profittes thereof to his owne use without anie lett molestacion or interuption of anie person or persons untyll nowe of late aboute sevin yeres nowe last paste that one John Mellershe of Rake in the said parische of Witley yeoman by reason of makinge and inhaunsynge of certaine heddes dammes and bayes of certeine poudes in Witley aforesaid hath thereby overflowen and surrounded aboute vj or sevin acres of the beste grownde of the said demesnes and the same hath contynewally dureing the said tyme laide and kepte under the water aswell to the greate nusance lose and prejudice of your said Oratour the Quenes Majesties Farmour thereof as to the greate hurte and nusance of the frehold and inheritaunce of our said souveraigne Ladye And the said John Mellershe beinge not there withall content but further to molest and hurte your said Oratour and to prejudice the Quenes Ma^{tie} hath of late made divers entryes into and thorough the said demesnes of the Quenes Majesties said mannour into and thorough the said corne pasture and medowe of your said Oratour claymyng to have certeine highe waies thorough the same and for that purpose hath labored divers aged simple persons dwellinge and inhabitinge nere thereaboutes to affirme y^t there ought to be certeyne highe waies thorough the said demesnes: whereas

¹ Exch. K. R. Bills and Answers, Eliz., Surrey, 7.

in very truthe there hath never byne anie such waye or wayes used wth in the same until nowe of late by the said John Mellershe. And although your said Oratour hathe divers tymes not onlie very gentlye required the said John Mellershe to pull down his said bayes banckes and heddes of the said Pondes and not to overflowe the said demesnes but also to forbear to use or clayme anie suche supposed waie thorough the said demesnes without title yet this notwithstandinge the said John hathe not onlye always utterlye refused so to doo but also hath affirmed that he will as well contynewe the said nuisance as the said waye and that he maye lawfully do the same w^{ch} your said Oratour is most assured to the contrary. In tender consideracion whereof maie it please your Honours to graunte furthe the Queenes Ma^{ties} gracious write of Subpena furth of her said Courte of the Exchequier to be directed to the said John Mellershe thereby streightly chardginge and comaundinge him personallie to appeare before your Honours in the Queenes Ma^{ties} said Courte of Thexchequier at such a daie and under suche a payne as by your Honors shalbe lymitted and appointed then and there to answer to the premisses and thereupon to be enjoyned to stand to suche further order and direccion therein as to your Honours shall seme best to stand with right equitie and good conscience and your said Oratour shall daylie praie &c.

To this bill John Mellershe duly swears his answer. After the conventional preamble as to the untruth of the surmises in the bill and the insufficiency in law of the allegations made therein, he continues:—

For declaracion of the trewth the said defend^t sayeth That as toochinge the suggestyon that the said defend^t shoulde overflowe vj or vij acres parcell of the demeanes of the maner of Wytley conteyned in the said bill w^{ch} the said counplanante as yette holdeth to him and his assignes for terme of certen yeres yette to cumme by reason of makinge and inhaunsinge of certen heddes dammes and bayes of certen pondes in Wytley afforesaid to the greate hurte and noysaunce of the freeholde and inheritaunce of our said Sovereigne Ladye, The said defend^t for awnswere sayeth that the said ponde hath benne a auneynt ponde and that the dammes and headdes have benne of auneynt tyme erected and used as they are at theise presentes And that at a Courte holden abowte fyve yeres laste paste at the maner of Wytley by the Queenes Ma^{ties} Surveyour and other her Ma^{ties} Offycers theire the said M^r Jones made his complaynte of the said noysaunce to her Ma^{ties} said Officers, upon w^{ch} counplaynte so made yt was ordered by the said Offycers that a vewe thereof shoulde bee made by certen persons tenants of the said maner w^{ch} was donne accordinglye Whoe made certifycate thereof that the said ponde was nott anye anyoanuce or offence at all to

the said Mr Jones beinge her Maties fermer there Wthowt that that the said John Mellershe mentyoned in the said bill hathe overflowen syx or seaven acres of lande parcell of the demeanes of the maner of Wytley as yn the said bill ys moste untrewlye alleaged And wheare yt ys further suggested that the said defend^t shoulde moleste and hurte the said coumplaynaute and to prejudyce the Queenes Matie hathe of late made dyvers enteries in to and throwghe the said demeanes of the Queenes Maties said maner and in to and throwghe the said corne pasture and meadowe of the said coumplaynaute clayminge to have certen highe wayes throwghe the same and for that purpose hathe labored dyvers aged simple persons dwellinge and inhabytinge neere there abowtes too affirme that there oughte too bee certen highe wayes throwghe the said demeanes The said defend^t for awnswere thereunto sayeth that at a courte holden abowte twoo yeres laste paste the like coumplaynte was made by the said coumplaynaute to the Queenes Maties offycers uppon w^{ch} coumplaynte so made a vewe thereof was taken by her Maties said offycers whoe founde the same too bee a highe waye and payned the said coumplaynaute and one Lawrance Stoughton beinge viccar of the Paryshe of Wytley uppon payne of fortye shillinges a peece to laye open the same wthowt that that the said defend^t hathe labored dyvers aged and simple persons dwellinge and inhabytinge neere there abowtes to affirme that there oughte too bee certen highe wayes throwghe the said demeanes And wthowt that that there ys anye other matter or thinge materyall in the said bill of coumplaynte conteyned and herein nott suffycientlye confessed and avoyded traversed or denyed ys trewe All w^{ch} matters the said defend^t ys readye to averre and prove as this honorable courte shall awarde and prayeth to bee dysmyssed owte of the same wth his reasonable costes and charges in this behalfe by him wrongefullye sustayned.

The statements that the officers of the homage had found that the defendant's ponds were not to the nuisance of the manor, and that the highways were ancient, were denied by the complainant in his replication to this answer. Whereupon Mellershe made rejoinder maintaining the truth of everything contained in his answer.

On 12th February, 1576-7, a commission was issued from the Exchequer to take the depositions of witnesses on behalf of both the parties to this suit. A number of interrogatories arising out of the various statements made in the preceding pleadings were to be put, but the questions which may chiefly interest us are those which concerned the defendant's mill pond, the length of time

during which it had been known to exist, and the right of way claimed through the demesnes of the manor of Witley.¹

Questioned concerning the mill pond, John Magewicke of "Bowrough" in Witley, yeoman, aged 70, knew a certain mill pond of the defendant, the tail whereof adjoined near the demesnes of the manor of Witley, and had known the same for forty years and above, "for that forty years past he was a labourer and did help mend the head of the said pond." Oliver Wayland of Bramshot, Hants, yeoman, aged 60, had known the pond for thirty-eight years, and that it adjoined certain lands in the complainant's occupation, but did not know whether the latter were parcel of the demesnes of the manor. John Fulven of Shalford, husbandman, aged 80, knew no other pond than the defendant's mill pond which adjoined the demesnes, and had known the same for sixty years or thereabouts. On the other hand, John Dimers of Godalming, shearman, aged 96, whilst he knew one mill pond belonging to the defendant, added that it did not flow near any of the lands belonging to the manor by the space of twelve rods, and he had not long known the pond "for that the same was not made when he knew first the parish of Witley." Henry Holloway, however, of Chiddingfold, husbandman, aged 68, had known the defendant's mill pond for forty years and upwards. It adjoined near to the Queen's land at Sattenham. Stephen Magewicke of Witley, husbandman, aged 62, had also known the pond for forty years, whilst William Wheler of Enton, husbandman, aged 63, had known it for fifty. David Ropley of Godalming, aged 75, knew it to be made twenty-six years past, and that the stream served the mill before as he remembered.

The evidence as to the highway through the demesnes of the manor is a little less conflicting, most of the deponents agreeing in their knowledge that it led out of the highway from Witley and Thursley to Chisbury

¹ Exch. K. R. Depositions taken by Commission, 19 Elizabeth, Easter, 8.

Hatch; thence it led through Fulmer Field to Rake Mill, and so over a field called Old Sattenham Field, parcel of the demesnes of Witley manor, into Milk Lane, and then to divers other places. One of the deponents added that the way led through a lane which he had heard say had been taken out of Mellersh's lands. Most of the deponents stated that this highway had been shut up for two or more years last past.

The above evidence was all given on behalf of the defendant, and apparently the Court was not satisfied, for on 26th June, 1577, another commission was issued to Sir William More, Sir Thomas Browne, Lawrence Stoughton, esquire, and Thomas Taylor, esquire, the Queen's surveyor in Surrey, to hear further evidence and report thereupon.¹ Depositions were taken in virtue of this second commission on 17th September following. Unfortunately they are now in great part illegible, and those of the deponents' answers which can be read are to no little extent a mere endorsement of the statements of those whose answers are undecipherable. On the whole they seem to be somewhat at variance with the earlier replies; but it must be noted that they are all now taken on behalf of the plaintiff, and the interrogatories are so put as to draw out points in his favour which were not apparent in the previous evidence. Thus one of the deponents, David Rapley of Godalming, aged 75—the David Ropley mentioned above—

Has known carriages of soil half-a-dozen times within these twelve years by John Mellershe through the land of Sottenham, through part of the way in question; but whether there has been any highway used through the lands belonging to Sottenham time out of mind he knows not.

Another deponent makes an interesting, though somewhat obscure, allusion to a bygone political event:—

For these fifty years he did never hear of any highways challenged through the said lands of Sattenham until the time of

¹ Exch. K. R. Spec. Comm. 2244.

the general rebellion in these parts, when the pale of the Queen's Majesty's Park of Witley was pulled down; and since that time by the said defendant within these twenty years.

Failing the possibility of a fuller consideration of the depositions, a few matters of interest may be gleaned from the interrogatories to which they were the answers. Amongst these we may cite the following:—

(5) Item, whether do you know the Queen's farmhouse of Sattenham in the said parish of Witley in the tenure of Thomas Jones or of his assigns, and, if you so do, then whether you know the usual and common highway with carts and carriages, which leadeth between the same and the Queen's manor house of Witley near the church there, and next to whose land the same highways do adjoin and abut, and how long you have known the same highway so used and occupied by the farmers and others from that place.

(6) Item, whether do you know a fulling mill in the said parish of Witley called Rake Mill, now or late in the occupying of John Mellershe; and whether the same mill hath been used and continued a mill for the only use of the owner from time to time or for a common fulling mill, and for what continuance it so hath been; and if it were a common mill, then whether all manner of persons used thereunto, or but clothiers only for their cloths to be fulled, and from which of the said towns and parishes before named [*i. e.* Tuesley, Elstead, Thursley, Haslemere, Chiddingfold, and Witley] they have used so to come to the said mill for their common and usual ways.

(7) Item, whether do you know the highway leading from the said mill called Rake Mill by a cottage and lands in the tenure of ——— Bright, tenant to Master Compton, and so from thence along and by the lands of Thomas Barrett on the south part unto the common highway or roadway leading towards Witley Church southward and towards Godalming northward, and whether that may be the most usual and convenient way to all the said towns, parishes, hamlets, and villages to and from the said mill, or no.

(8) Item, whether do you know or have heard by credible report of any common highways time out of mind used with carts, horses, and carriages to and from the said mill called Rake Mill in and through any of the Queen's Majesty's lands belonging to Sattenham, parcel of her Majesty's manor of Witley, and to and for what towns, hamlets, or villages, the same highways do properly and conveniently serve, and whether there be not other ways as or more convenient; then what difference is between the same in length or farness, or whether of the same ways be the

fouler or worse to travel through; and whether of the same ways the parishioners of Witley have and do amend from time to time according to the laws in such case provided.

The case was set down for hearing the first sitting in Easter term, 1578,¹ but unfortunately I have been unable to discover any record of the judgment given. The report of the commissioners under the above commission of 26th June acquires therefore a special value and is here recited. The commissioners it will be seen found on both points—the annoyance caused by the mill pond at Rake to the tenants of the manor of Witley, and the right of way through the demesnes of that manor—against Mellersh.

The certificate of Sir William Moore and Sr Thomas Browne knightes Lawrance Stoughton esquier and of Thomas Taylo^r esquier the Queenes Ma^{tes} Surveyo^r of the countie of Surry commysioners specially authorised and appoynted by her graces Commyssion under the seale of her Ma^{tes} Courte of Exchequ^r beringe date at Westm[inster] the xxvjth daye of June in the Nyneteenth yeare of her Highnes reigne to surveye and vewe certen pondes and the heades dams and bayes of the same touching and concerninge the surrowndinge and overflowinge parte of the demesnes of the said Queenes Ma^{tes} Mano^r of Witley in the saide Countie of Surry, and also certen wayes made and claymed by John Mellarshe named in the saide Commyssion in and through the said demesnes of the same manor, And also to examyn witnesses uppon their othes uppon the ar[tic]les and intergatoryes to the saide Commission anexed And otherwise to doe and execeute the same commyssion and to shewe their oppnyons concerninge the same accordinge to the teno^r thereof as by the same more playnely and at large doth appeare made the xxjth daye of November in the Twentith yeare of the reigne of our soveraigne Lady Elizabeth by the grace of God Queene of England Fraunce and Ireland Defendo^r of the Faith &c.

Firste wee the saide Commyssioners doe certefie that on the xvijth daye of September laste paste callinge unto us Thomas Jones gent^r the Queenes Majesties Farmo^r of the Seyte and Demeasnes of the manor of Wytley in the saide countie of Surry and John Mellarshe of Rake in the parishe of Witley yeoman and dyvers others inhabitanntes thereaboutes did repaire unto the ponde

¹ Exch. K. R. Decrees and Orders, Ser. I, Vol. 6, fol. 205*d*.

of the saide John Mellarshe and to the waye in contraversie specified in the saide commysion And there hearinge what either partye or the saide inhabitantes cowlde saye upon conference wth them and consideracion of the same by dyvers cireumstances amonges our selves We did fully agree and resolve that in our oppynions not only the saide ponde by overhighe pennyng of the water myghte from tyme to tyme and so did annoye parte of the Queenes Ma^{tes} Demeasnes of the saide Mano^r of Witley lyenge on the southe parte of the saide ponde But also that the saide waye in question pretended to be a highe waye is no common waye, but a private waye for the Queenes Highnes Farmo^r or Tenaunte of the Seyte and Demeasnes of the saide Mano^r of Witley and of the farme or grange of Sotenham. The reasons that induced and moved us to be of that oppynion were amonges others as ensneth.

The reasons touchinge the ponde.

Firste it appeared unto us upon vewe that the ponde in question was envyroned wth banekes in heighte above certen of the Queenes Ma^{tes} Demeasnes landes neere adjoyunge to the same ponde of the southe parte thereof.

Item that the penninge of the water wthin the said ponde beinge at the lybertye of the saide John Mellarshe, for that he was owner of the same, coulde not but surrownde the saide landes if it were penned to the saide heighte as informacion was then gyven that it was sometyme penned so highe that it ran over in some parte of the saide banekes.

Also for that we coulde not learne ne understande of any restraunte by paynes in the Lordes Courte or otherwise to meete wth the saide overpennyng.

Also for that we playnely did see by eye and by treadinge the same landes that it was very moyste and waterishe at that season beinge in the later ende of sommer and drye and faier weather, so that in wynter or when much rayne shoulde fall it coulde not be but much more moyste and rather overflowen speccially if the penninge were not considered. And weyenge wheather some faulte mighte not be imputed to the farmo^r for lack of skowringe of the watercourse at that present, it seemed to have a convenient course to the saide ponde and to be elensed very well.

Lastly for that wee woulde have had tryall whethe^r ye highe pennyng of the saide water were more noysome to the Queenes lande then apared to our vewe Thereupon we willed the saide John Mellarshe to pen his water as highe as he mighte, and that by a certen hower in the afternoone of the same daye we woulde

be theare. He promised he woulde so doe, but at o^r tyme appoynted beinge there we fownde the water not accordingly penned, but in troth it had divers secret yssues to us unknowen till we by meanes espied them. By reason whereof wee coulde have no juste tryall. Wherefore by collection of that diludinge us it presumeth to o^r reason that he had noe wyllinge mynde to have the truth knowen. Wherefore wee demed by that and other consideracions that by overpennyng the water, the saide grownde might be overflowen. But because the saide John Mellarshe sithence that tyme hath offered to the above-named Thomas Taylo^r her Highnes surveyo^r beinge one of us the comyssoners that he wilbe content to stand to such marke and stinte for the heighte of the water of the ponde as the saide surveyo^r shall appoynt and the same from tyme to tyme to keepe, therefore we add no furdre resous touchinge the same.

The reasons touchinge the waye.

Firste uppon the vewe of the saide waye pretended to be a high waye, it appeared unto us that the Lorde of the Mano^r of Witley had reserved the same for carryage and drivinge of cattell as a pryvat waye for his mano^r house through divers his tenauntes landes to his saide farme or grange of Sotenham, for that besides the saide waye there is an other waye or lane fenced on both sides w^{ch} leadeth from the saide mano^r house through other mens landes to the saide waye in question, whereof there is noe p[rese]nte use nor meete to be for any other then thinhabitanes of the saide mano^r house.

Item, wheresoever the saide pretended highe waye doth passe through other mens landes, the same is or hath byn of longe tyme fenced of both sides, whereby they coulde not be endamaged by carrynges or drivinge of the Lordes or his farmors cattell that way, but where the same passeth into severall and distincte places of the Lordes demesnes it lyeth open and was never enclosed as evidently may and doth appeare. Whereby it shoulde seme that the saide waye was reserved for the Lordes tenantes to come to the saide landes & to passe to & froe y^e saide mano^r house to the said farme or grange.

Item, the Queenes Ma^{tes} farmo^r or tenaunt of y^e saide mano^r farme or grange cannot come to some parte of her Highnes demesnes but he must needes passe throughe y^e saide waye whereas the def[endant] John Mellarshe & others havinge landes there may goe every of them to their owne landes by other sufficient wayes and never passe through any parte of her Ma^{tes} landes through w^{ch} the saide pretended highe waye is saide to lye.

Item, the saide pretended highe waye doth not aptly ne fytly serve for any passage from township to towship or from village

to village ne to any common feildes common of pasture or common woodes, neyther doth it appeare by vewe of eye that there hath byn any greate use thereof.

Item, there be other wayes more convenyent for all persons savinge for the Quenes tenauntes of y^e foresaide landes then y^e waye in questyon as may & doth evydently appeare.

Item, the saide waye in question is in certen places very fowle & hardly to be passed specially in rayney wether or wynter, and yet we coulde not understand by any examynacion or inquirey that the same was ever amended at y^e parishe charge or of any man payned in the Lordes Cort for amendm^t thereof.

Item, wee y^e saide Commyssioners examinenge the said John Mellarshe, whoe by his owne declaracion had dwelled so nighe to y^e saide waye above xl yeares y^t no man coulde passe throughe the same but he muste come wthin x yardes of his house, howe many he had knowen to haue passed wth horse or carryage that waye, could not tell of any one besides those that came to or went from his owne house (savinge the tenantes or their servantes of the saide mano^r farme or grange).

Also we the saide Commyssioners doe certefie that we have taken the depositions of certen persons touchinge the intergatories sent to us, the examinacion of w^{ch} persons byn written in partehm^t and hereunto annexed.

WYLL. MORE. THOMAS BROWNE. LAURENC STOUGHTON. THO. TAYLLOR.

According to a deed now in the possession of the Society, Rake was still in the possession of the Mellersh family in 1581, a few years after the above proceedings; for John Mellersh senior, of Rake, yeoman, and John Mellersh junior, of the same, shearman, his son and heir apparent, mortgaged on 1st July of that year, a messuage situated at "Dyttens Corner" in Witley.¹ In an assessment made on 31st August, 1589,² for a subsidy, John Mellershe still appears as a resident in the parish of Witley, but neither he nor any member of his family makes an appearance in any subsequent assessments for the same parish.

¹ See the Notes at the end of the present volume for a description of this, amongst other Surrey deeds, recently presented to the Society. The messuage here mortgaged was presumably the tenement called "Dyttons" in Witley Street held by Robert Mellersh in 1548.

² Lay Subsidies, 185/336.

In all probability it was in the year 1591 or 1592 that Rake passed finally from the possession of the Mellershes to that of Henry Bell. According to the record of the proceedings in connection with a fine levied in the Hundred Court of Godalming, Henry Bell *alias* Tanner appeared in person in that court on 11 May, 1592, and produced a writ bearing date at Westminster 23 October, 1591, directed to the bailiff against John Mellersh, senior, John Mellersh, junior, Thomas Ropley and Margaret his wife, concerning a messuage, a mill, two gardens, ten acres of land, four acres of meadow, and eight acres of pasture with the appurtenances in Witley. On 1st June following the deforciant appeared in court and sought licence of agreement, giving to the Queen 12*l.* for the said licence. The final agreement was made in the same court, the Mellershes for themselves and the heirs of John Mellersh, junior, warranting the premises against all men for ever, whilst Thomas and Margaret Ropley warranted them against themselves and the heirs of Thomas for ever. Although the name of the messuage and mill does not appear in the course of these proceedings, there can be little doubt that it is to Rake that they refer.

The Herald's Visitation of 1623,¹ however, seems to suggest that Rake passed to the Bells by marriage with the Smith family, for Henry Smith, who married Henry Bell's sister Elizabeth, is therein described as of Rake. Possibly he only held a life interest in the same, under his brother-in-law, according to the powers of appointment which the latter reserved to himself in a deed of 1614, conveying Rake and other properties in trust to co-feeoffees. This deed I shall have occasion to refer to shortly. In the same visitation Elizabeth Smith is described as sister and after heir to Henry Bell, although as matter of fact Henry Bell was alive in 1623, and did not die until 1634, when from the evidence to be adduced later it is certain that his sister was dead. The expression "after heir" can only mean

¹ *The Visitations of Surrey*, 1530, 1572 and 1623, ed. W. Bruce Bannerman, F.S.A. (Harleian Soc. Publications, XLIII), pp. 223, 224.

that she was the then heir-presumptive to her brother, but it is, doubtless, this which has led Manning and Bray into the error of saying that the manor of Witley, upon the death of Henry Bell in 1634, devolved on his only sister and heir Elizabeth, then wife of Henry Smith, esquire, of Rake.¹

The parentage of Henry Bell is not quite clear, for according to the same visitation the father of Elizabeth was another Henry Bell described as of Milford. There can, however, be little doubt that the father's name was John, as appears in Harleian MS. 1433. He seems to have been settled in or near Milford in 1559, for he is one of the witnesses to the will of William Kyen of that place, dated 10th October of that year.² According to the amended survey of the manor of Witley made in or about 1548, which I have already had occasion to quote, an acre of land in the tithing of Milford, in the common field called the "Estfeld" of Milford, between the land of John Payn on the east and the land of William Chitney on the west, which was held at the time of the survey by one Robert Lanwey at a rent of 4*d.*, was afterwards in the tenure of John Bell, and was known as "the Lord's Acre." The lands of John Bell, and a croft called "Collyns Crofte," are mentioned as the east boundaries of certain closes conveyed on 22nd June, 1572, by John Chetty of Godalming, clothier, to Robert Hooke of Eashing, yeoman.³ It is probable that it was John's son, Henry Bell, who raised the family's fortunes, perhaps through court influence, for he afterwards held the office of Clerk Comptroller of the Household to James I, and before that must have been in Queen Elizabeth's service, for both in 1594⁴ and 1595⁵ he is discharged from paying his assessment on a £3 valuation of his lands in Witley, because "he answers in the Household of the Queen."

¹ *History of Surrey*, II, 40.

² Prob. Arch. Court of Surrey, 18 Dec. 1559 (175, *Tully*).

³ Close Roll, 14 Eliz., p. 3.

⁴ Lay Subsidies, 186/361.

⁵ *Ibid.*, 186/357.

He is discharged, little doubt for the same reason, although it is not stated, from a similar assessment in the previous year, 1593.¹ He first appears in Witley in the subsidy assessment made on 31st August, 1589,² the last one in which John Mellershe is returned in the same parish. It is to be noted that in all these assessments the name is given as Henry Tanner *alias* Bell, and he is described as Henry Tanner *alias* Bell of Witley, esquire, as late as 11th March, 1617, in the will, of which he was appointed one of the overseers, of John Tanner *alias* Bell of Godalming, tailor,³ although he seems himself to have abandoned the alternative name some time before then. There was a family of Tanner in Witley in the sixteenth century, and John Tanner appears in the subsidy assessments for that parish as early as 1523 or thereabouts.⁴ He is, perhaps, to be identified with John Tanner of Witley, husbandman, whose will is dated 20 December, 1569.⁵ Therein he refers, amongst other members of his family, to his son William and his brother Thomas, and both a Thomas and William Tanner are assessed in Witley in 1571.⁶

¹ Lay Subsidies, 185/351.

² *Ibid.*, 185/336.

³ Prob. Arch. C. of Surrey, 2 April, 1618. The testator refers to his son Thomas Tanner *alias* Bell. Of other members of the same family, Parat Tanner *alias* Bell of Godalming, widow, in her will dated 18 Dec. 1582 (Prob. Arch. C. Surr., 27 Feb. 1587-8), refers to her sons Thomas and John Tanner *alias* Bell. According to the rolls of the Hundred Court of Godalming, a Thomas Tanner *alias* Bell was the occupier in 1591 of an inn in Godalming, which in spite of a slight discrepancy in the description seems to be identical with one called "the Bell" mentioned in the survey of 1-3 Edw. VI. From an interlineation in this survey it appears that the name of the inn was afterwards changed to "the Maydenhedd" (L. R. Misc. Books, 190, fol. 224); but the suggestion is at least worth making that the alternative and afterwards the only surname of the Tanners may have been derived from their occupancy of this inn. Thomas Tanner *alias* Bell of Godalming, tailor, appoints on 18 June, 1595, his friend Henry Tanner *alias* Bell one of the overseers of his will (Prob. Arch. C. Surr., 20 Jan. 1595-6).

⁴ Lay Subsidies, 184/138.

⁵ Prob. Arch. C. Surr., 25 Sept. 1570.

⁶ Lay Subsidies, 185/301.

In 1530 the reeve of Witley manor was Thomas Tanner,¹ but I have been unable to trace any connection between this family and that of the Bells.

Henry Bell lived for some years at Rake, and it is probable that the present house was built, or at all events enlarged and beautified, by him. A carved mantelpiece bears his initials and the date 1602. By indenture of 12 May, 1614,² described as of Rake in the parish of Witley, co. Surrey, esquire, he conveyed to Richard Smyth, clerk, parson of the parish church of Shere (the son of his brother-in-law Henry Smyth's brother John Smyth of Merrow), John Austen of Shalford and John Harward of Merrow, gentlemen, the messuage known by the name of Rake with all its appurtenances then in his own occupation, a messuage known as "Pages" at Milford then in the occupation of William Atkins, two other messuages at Milford formerly in the occupation of John Peyto and then in that of George Payne, and all his messuages in the several occupations of himself and of one Newman lying near Witley Park, upon trust to dispose of to such uses as he, Henry Bell, should from time to time appoint, and after his decease to such uses as he should declare in his last will and testament. It is possible, as I have before suggested, that it was under the powers of this settlement that Henry Smyth was established at Rake in 1623, for his occupancy of the house would account for the description of him in the Herald's Visitation of that year.

Three days after the execution of this deed of trust, namely on 15th May, 1615, Henry Bell, again described as of Rake, esquire, purchased from Sir George More of Loseley and his son and heir apparent Sir Robert More of the same, for the sum of £1,100, the lordship and manor of Witley with its appurtenances.³ The appurtenances included the messuage known as the Court House, near the parish church of Witley, then in the occupation of Henry Gaston, the meadow known as the

¹ Land Revenue, Ministers' Accounts.

² Close Roll, 12 James I, p. 20, No. 22.

³ *Ibid.*, 12 James I, p. 25, No. 23.

“Lordes Pondes,” some crofts known as “Bedelles” or “Bewells” Crofts, the meadow known as the “Lord’s Mead,” containing by estimation seven acres, all in Witley, and all messuages and lands together with such manorial incidents as wards, marriages, heriots, reliefs, waifs, strays, goods and chattels of felons and fugitives, courts, leets, and the view of frankpledge belonging to the manor. Reservation, however, from this conveyance was made to the vendors of “all those iron forges, iron hammers, or ironworks which are erected and built in or upon Thursley Heath or Witley Heath in the parish of Witley *alias* Thursley” with all the workmen’s houses near by and the ponds belonging to or used with the ironworks, which were then in the tenure of Sir Edward More.

The first mention we have of these important ironworks appears to be in a lease of 14 May, 1610, which is recited in a later deed. There is no mention of any ironworks at Witley or Thursley amongst those in Surrey included in the well-known list in the State Papers of 1574, nor indeed in the later and somewhat similar list of 1588, amongst the Loseley MSS. They are described in this lease of 1610 as “lately erected and built,” and probably they were amongst the last to be set up in Surrey. They were then leased by Sir George and Sir Robert More to Sir Edward More for ten years at a yearly rent of £95, and for certain considerations as to the delivery of wood from the premises to the lessors.

The deed in which this lease is recited is dated 17 December, 1617, and is a mortgage by Sir George More to Henry Bell of Rake of all these ironworks for securing the repayment of a sum of £200 advanced by Bell to Sir George.¹ In view of the fact that Bell’s nephew Anthony Smith is stated in the Herald’s Visitation to have been one of the Clerks of the Spicery to James I, it is interesting to note that Sir George covenanted to pay to Bell on the following 19th May

¹ Close Roll, 15 James I, p. 24, No. 1.

the sum of £8:6s. 8d. in the Office of the Spicery at Whitehall, unless he should then and there repay the capital sum of £200. It was further agreed that if Sir George should at any time be minded to sell the ironworks, Bell was to have the first offer of them or of any rent to be granted out of them.

It was on the 29th March, 1623, that Henry Bell, now described as of Milford, became the absolute owner of the Thursley ironworks. The deed by which this was effected is now in the private possession of one of our members, and through his kindness I am here enabled to quote its terms:—

To all people to whome this p[rese]nte writing shall come Sr George More of Losely in the County of Surr[ey] knight sendeth greeting; Knowe yea that I the said Sr George More have graunted, remised, released, and confirmed and by theis p[rese]ntes doe for me and my heires fully clearly and absolutely graunt, remyse, release, and confirme unto Henry Bell of Milford in the said county of Surr[ey] esquire in his full quiet and peaceable possession and seison being and to his heires forever All that Iron forge, iron hammer, & iron worke heretofore erected and built in or upon Thursley Heath or Witley Heath in the parish of Witley or Thursley in the said County of Surr[ey], nowe or late in the teanure or occupaicon of the said Henry Bell or his assignes, together with all the bellowes, hammers, hammer beames, sledges, implementes, instrum[en]tes and tooles nowe or heretofore used therewth or therein, and all and singular workmens houses, edifices, and buildinges heretofore erected and sett in or upon the said heath and the backsides and gardens therewth used nere the said Forge and nowe or heretofor used wth the said Forge or Ironworke for the habitacion of any workmen or any other necessary use appertayning to the said workes or workemen. And also all ponds, pondbayes, sluices, fludgates, waters, streames, water eo[ur]ses, and flowings of waters to the said Iron Forge, hammer, or ironwork belonging or used, And also all the places nere adjoyning to the same Iron Worke or Hammer heretofore used or needfull to be used for the laying of coles, sowes, sinders or any other things fitt for the said work together wth the soyle of the premisses and the ingres, egres, and regres to and thorough all wayes and passages to and from the said Iron Forge or Hammer heretofore used or necessary to be used, And also all the state, right, tytle, use, inheritance, possession, revercion, condicion, benefitt of condicion, clayne and demaund whatsoever of me the said Sr George More of, in, or to the said Forge, Hammer, Ironwork, houses & pondez and the soyle thereof and other the

Anthony Smith junior, and to secure a competent jointure for Joan, to assign the messuage, farm and lands called "Sotnam *alias* Sotenham," in Witley, then in the tenure of William Woods (excepting such of these lands as were then in Bell's own occupation), and the messuage called Rake and Rake Farm, to the use of himself during the joint lives of him and of the said Anthony Smith junior; after the decease of the said Anthony to the use of Joan Hore for her life; after the decease of Joan to the use of Henry Bell again during life; and after his decease to Anthony Smith junior and his heirs for ever. Other lands in Witley and Milford and the remainder of the lands belonging to Sattenham Farm were to be held by Henry Bell during life with remainder to the younger Anthony and Joan, and Anthony's heirs for ever. A messuage and certain lands in Milford being in the tenure of George Payne, were to remain after Bell's decease to the use of the said George and Margaret his wife, for their lives and the life of the survivor of them, and after to the use of their son George Payne junior and his heirs for ever. A messuage in Milford in the tenure of Richard Smith, and two small tenements or cottages in the same in the several tenures of William Monyer and Robert Stinte, were assigned after Henry Bell's decease to the use of Thomas Smith, brother of Anthony Smith junior. The manor of Witley with the messuage called the "Court House," the meadows called the "Lordes Meade" and "Ponde Meade," the lands called "Beadle" lands, and the residue of the site and demesne lands of the manor, were to go on the death of Bell to Anthony Smith junior and his heirs for ever.

George Payne mentioned in this settlement was a relative of Henry Bell, as appears by the latter's description of him in his will as his cousin, and may possibly have been connected with the Smiths by his marriage, for his wife Margaret is perhaps to be identified with the Margaret who is given in the Herald's Visitation as the daughter of Anthony Smith senior, and the sister of the younger Anthony and Thomas Smith.

According to the same inquisition from which Henry Bell's deed of settlement has been quoted, the marriage between Anthony Smith and Joan Hore was duly solemnised at Witley on 20th October, 1629. The two probably took up their residence at Rake shortly afterwards, a fact which seems to be borne out by the existence of an interesting fire-back in the house with the initials A S and the date 1630. It will be seen from the sketch which is here reproduced that these initials



CAST IRON FIRE-BACK AT RAKE.

and date are shown reversed, whilst the initials H B for Henry Bell at the head are in their right order. The fire-back which is of iron was no doubt cast at Bell's own works at Thursley, and the pattern with his initials was probably a stock one, as Mr. Ralph Nevill notes the discovery of a broken example of the same in a neighbouring cottage. Other initials and the desired date could be filled in to order, and in this case, as we see, the workman set them wrongly in the mould. The

three I strokes, one of which has been made to do duty for the first figure of the date were perhaps part of the original design, although the lower one may be intended to represent Anthony Smith's wife Joan.

Sometime before his death Henry Bell became seised of four "pightells" or parcels of pasture land and wood, of about seven acres in extent, in Chiddingfold. These, by a further indenture of 10 January, 1633-4, also recited in his inquisition, he settled to his own use during life with remainder to his great-nephew Thomas Smith.

Henry Bell died, according to his brass in Witley Church, at Milford, on 9 May, 1634, aged 80. In the inquisition his death is said to have taken place on 10 May. The brass duly records his former office of Clerk Comptroller of the Household to James I, and exhibits his arms, namely, on a chevron two bars gemels between three hawks' bells. The same coat appears on some of the armorial glass at Rake impaled with that of his brother-in-law Henry Smith, and quartered with that of his nephew Anthony. According to the quartered arms of Smith, as given in the Visitation of 1623, the coat of Bell is "argent, on a chevron between three hawks' bells gules two bars gemels of the field."¹

The will of Henry Bell described as of Milford, esquire, is dated 25 February, 9 Charles I (1633-4), and was proved in the Prerogative Court of Canterbury on 15th May following.² In it he makes bequests of 20s. to the minister for preaching his funeral sermon, and of £5 to the poor of Witley. Of his relations there are legacies to the following: his nephew Anthony Smith the elder, his nephew Thomas Smith, his cousin George Payne the elder, with his son George Payne the younger, John and Henry Payne, his cousin—Stynt of Katherine Hill, Humphrey Stynt his brother, and their sister's son, the testator's godchild, of Highcombe Bottom, his cousin John Keen, servant to the Queen,

¹ *Visitations of Surrey* (Harl. Soc.), p. 223.

² 46, *Seager*.

his niece Elizabeth, then wife of Mr. Meel in Ireland, and the children of Mary Smith, deceased, by her husband Richard Smith of Mousehill. The testator's loving nephew Anthony Smith the younger is appointed executor.

Rake, therefore, with the greater part of the considerable possessions acquired by Henry Bell during his long life, now passes into the hands of Anthony Smith the younger. Some account may therefore now be given of the previous family history of this once important member of the gentry of Surrey.

Henry Smith, who married Elizabeth Bell, was the third son of one Anthony Smith, who came from Eserick in Yorkshire and settled in Merrow as the steward of the Lady Knevett. She was probably the wife of one Henry Knevett, esquire, who appears as the patron of the living of Merrow in 1574 and was subsequently knighted.¹ This Anthony Smith married Joan, the daughter of Thomas Harward or Herward of Hall Place, Merrow, and had issue by her three sons, Thomas, John, and the said Henry. The arms of Harward, "azure a lion argent, over all on a fess or, three roses gules," are impaled with those of Smith on two of the larger panes of armorial glass at Rake. On one of these the double crest is given, the demi-bull for Smith and a demi-stag ducally gorged and attired for Harward. Of the sons of this Anthony, Thomas Smith, according to the Visitation, became Mayor of Guildford, and from the list of mayors of that town given by Manning and Bray, it appears that that office was held both in 1587 and 1595 by a Thomas Smith. Henry Smith, one of the sons of Thomas, held the same office, and according to the same authority also on two occasions, namely, in 1620 and 1628. John Smith, the second son of Anthony, and described as of Merrow, married and had issue Anthony and Richard. The latter became parson of Shere and has been mentioned above as one

¹ According to Symmes' Collections for the History of Surrey (Brit. Mus. MS. 6167, Plut. clxxix, c.) the Lady Knevett was buried at the Holy Trinity Church, Guildford, on 10 May, 1582.

of Henry Bell's trustees. John's will is dated 30 June, 1617, and was proved in the Archdeaconry Court of Surrey on 11th January, 1620-1. In it he refers to his wife Rose, his son Richard, and his grandson John, son of his eldest son Anthony, deceased. This Anthony, who thus predeceased his father, describes himself as of Merrow, husbandman, in his will which he made on 8th January, 1605-6, and which was proved in the Archdeaconry Court of Surrey on 5th September, 1609, by his widow Rose.

Anthony Smith of Milford appears to have been the sole issue of the marriage of Henry Smith and Elizabeth Bell. He was married thrice. His first wife was Mary (or, according to one of the Herald's Visitations,¹ Frances), the daughter of Francis Muschamp of Peckham. By her he seems to have had no issue. He married again Mary Allen, the daughter of John Allen of Essex. The arms of her family, "sable, a cross potent or," appear impaled with those of Smith in one of the quarries of armorial glass still preserved at Rake and on the brass plate let into her husband's gravestone in Witley Church. From his marriage with this second wife descended his sole issue, his sons Anthony and Thomas, and probably three daughters, namely, Margaret (who is the only one mentioned in the Visitations, and perhaps, as I have suggested, afterwards the wife of George Payne), Elizabeth, and Mary.

The solemnization of the elder Anthony's marriage to his third wife Mary, the daughter of Thomas Cooper of Borough in Witley, gentleman, deceased, took place, (according to the inquisition taken after his death,²) at Witley Church on 1st March, 1607-8. A little time previous to this event, namely, on 7th October, 1607, he had in anticipation of it effected settlements of the two several estates of which he was found to be seised at his death. These estates consisted of a messuage called "Earles" in Milford, with thirty-four acres of land there and in Witley, which were found to be held of

¹ Harleian MS. 1433, fol. 120.

² Chan. Inquis. p. m., Ser. II, Vol. 488, No. 48.

his son Anthony as of the latter's manor of Witley, and six closes of land in Witley, comprising eighty acres formerly parcel of Sattenham Farm and held of the King in chief. Of no other lands than these was he returned as seised at the time of his death, which took place on 10th December, 1637. But according to Aubrey, quoted by Manning and Bray,¹ the inscription on his gravestone, now nearly illegible, was, "Here lyeth interred the body of Anthony Smith, who departed this life the last Anno. Dom. 1637, at his dwelling-house in Milford; and here he rests in hopes of a joyful resurrection."

The will of Anthony Smith the elder of Milford, gentleman, bears date 22 August, 1636, and, if the day of his death is correctly given in the inquisition, no time was lost by his widow in obtaining probate, for it was proved by her on that very day.² The testator desired to be buried in the parish church of Witley, "wherein all unnecessary charges to be avoided." After some specific bequests to his son Anthony of his silver and gilt salt, his silver and gilt wine bowl, his silver trencher salt, his twelve silver spoons with gilt heads, and some of his house furniture, such as the "Dornex handgings" in the two chambers above stairs, his brewing vessels, furnace, leaden pump, and the benches throughout the house, bedsteads, old presses, and the like, some of which were to remain as "standills" in his house and his widow to have the use of them during her life, and to his wife of the feather bed and bolster, the two pillows, and the like, including "the little still and the brass pott," he directed his corn, grain and oats, and the residue of his goods and chattels, to be divided into five equal parts and given to his wife, his said son Anthony, his younger son Thomas, his daughter "Mealle," if living, or, if dead, to her children equally, and to the children of his daughter Mary, deceased, the late wife of Richard Smith of Mousehill.

Of Anthony Smith the younger we have already seen

¹ *History of Surrey*, II, 49.

² Arch. Court of Surrey.

how his father consented to forego in his favour the greater part of the advantages which would have accrued to him (the father) as the heir of his uncle Henry Bell. The younger Anthony must indeed have been a man of considerable wealth, and is the most important member of the family with whom I have to deal in this account of the former owners of Rake. The notices I have of him, however, chiefly concern his ownership of the ironworks at Thursley; but they are of quite exceptional interest, in that they bring out many important points in connection with the ancient iron industry of the Weald. Moreover, they have this particular interest for us, in that they are consistent in showing Anthony Smith not so much as a business man troubling himself about the ironworks, as a source of profit to himself and his tenants, but rather, like many a country gentleman before and after him, as a sportsman, prizing them because the ponds could be made good preserving grounds for the carp he loved to fish.

The ironworks are not specifically mentioned in the settlement recited in the inquisition taken after Henry Bell's death, but no doubt they were included in the appurtenances of Witley Manor, and so passed to Anthony Smith. Anthony, indeed, seems to have acted as the owner of them before his great-uncle's death, as will be seen by the date, 1 April, 1634, of the lease of them granted by him, and recited in the proceedings which follow. The annual rent at which they were now let, £40, is a considerable reduction from the £95 which Sir Edward More was required to pay in 1610, but possibly Anthony Smith's conditions may have considerably lessened the chances of their being made a profitable investment, even if the value of ironworks in Surrey had not fallen from what it had been at the earlier period. These conditions, and the keeping of them by both the parties, it will be seen, led to the squabbles which made matter for a Chancery cause, but the complainants may perhaps be better allowed to state their own case. Their bill was filed on 12th July, 1641.¹

¹ Chancery Bills and Answers, Charles I, C. 1, 15.

To the right honorable Edward Lord Littleton, Lord Keeper of the
Greate Seale of England.

Humbly complayneinge sheweth unto your distressed orators Peter Courthope and Walter Burrell esquires executours of Tymothy Wyat widow, executrix of the last will and testament of Francis Wyat gent, her late husband deceased late of Redhall in the parish of Puttenham in the Countie of Surry : That whereas one Anthony Smith of the parish of Whittley in the said Countie of Surrey gent did heretofore namely in or about the moneth of Aprill in the Tenth yeare of his Ma^{ties} reigne by Indenture under his hand and seale demise and to farne lett unto him the said Francis Wyatt a certeyne Forge or Iron worke called Horseband Hammer, and one furnace and Ironworke then newly erected and sett upp neare the said Forge all seituat and lyeinge in Whitley Heath and Thursley Heath in the parishes of Whitley and Thursley or in one of them in the Countie aforesaid, and all Pondes, waters, streames, bankes, bayes, cole places, myne places, and other commodities to the said Ironworkes belouginge ; Except and allwayes reserved out of the said demise unto the said Anthony Smith all the fish then beinge or which before the feast of Sainct John Baptist then next ensueinge should bee in one of the said pondes called the Furnace or Finery Pond, And the one halfe of the Fish which should at any tyme after the said Feast bee or increase in the sayd pond dureinge the residue of the term thereby granted, And alsoe except and reserved to the said Anthony Smith all the fish then beinge or which before the feast of Sainct Michael the Arch Angell which was in the yeare of our Lord one thousand six hundred thirtie and five should bee in the sayd pond called the Hammer Pond and the one halfe of the fish which should after the said feast bee or increase in the sayd Hammer Pond dureinge the residue of the said terme, with free libertie to fish and take the said fish accordingly. To have and to hould the said Ironworkes, Forge, Hammer Ponds, banckes, bayes, and all and singuler the premisses with their appurtances unto him the sayd Francis Wyatt, his executo^{rs} and assignes, from the feast of the Annunciacion of the Blessed Virgin Mary then last past before the date of the sayd recyted indenture unto the full end and terme of seven yeares, at and under the yearely rent of fortie poundes ;

And your orato^{rs} further shew unto your good Lord^{pp} that in consideration of the sayd yearely rent and of divers covenantes in the sayd recyted indenture of lease expressed to bee performed on the behalfe of the said Francis Wyatt, his executo^{rs} and assignes, hee the sayd Anthony Smith in and by the sayd indenture did likewise covenant with him the sayd Francis Wyatt, his executo^{rs} and assignes, that hee the sayd Anthony would within one moneth next after every fishinge of any of the sayd pondes dureinge the said terme well and sufficiently store againe the sayd pondes respectively with a sufficient number of good and sufficient fish called carpes of the assise of six or seven inches at the least : And the sayd Anthonie Smith did by the sayd indenture further covenant with the sayd Francis Wyatt that after such tyme as hee should soe as aforesayd fish and take the fish in the sayd pondes

that the sayd Francis, his executo^{rs} and assignes, should have the one moytie of the fish which should bee or increase in the sayd poudes respectively dureinge the residue of the sayd terme, and the sayd Anthony Smith the other moytie thereof, and that the sayd poudes dureinge the residue of the said terme should bee fished severally, namely the one three yeares after the storcing of the last pond, and the other fishinge six weekes before the end of the sayd terme, which sayd fishinge should be at the equall charges of the said Anthony Smith and Francis Wyatt, their executo^{rs} and assignes ;

And the sayd Anthony Smith did further by the said indenture covenant with the said Francis that hee the said Francis, his executo^{rs} and assignes, should and might have yearely duringe the said terme ten thousand of peate at or in certeyne places there called Whitley Heath or Thursley Heath at and after the rate of twelve pence the thousand as in and by the said indenture, if the same could bee produced or shewed unto this honorable Court more at large it doth and maye appeare ;

By vertue of which said demise the said Francis Wyatt entred into and upon the said demised premisses and was thereof possessed and accordingly paid the rent soe as aforesayd reserved, and performed all the covenantes on his part to bee performed. And beinge thereof possessed shortly after, namely in or about the moneth of December then next ensueinge dyed. After whose decease shee the sayd Tymothy Wyat, the relict and executrix of him the sayd Francis, entred into the sayd demised premisses and was thereof poss[ess]ed accordingly. And beinge thereof soe possessed shortly after alsoe dyed. After whose decease your said Orators beinge executo^{rs} of the last will and testament of the said Tymothy and consequently of him the sayd Francis Wyatt by vertue of the sayd lease entred into the said demised premisses and were thereof possessed dureinge the residue of the said terme, and did well and truely pay unto the said Anthony Smith the rent soe as aforesaid reserved and did likewise performe all such coven^{tes} as on their partes were to bee performed, and the sayd Anthony Smith ought in all equity to have done the like ;

Yet neverthelesse soe it is, if it may please your good Lord^{pp}, that the sayd Anthony Smith haveinge by some casuall means gotten into his hand the indenture of the sayd lease, whereby hee hath covenanted as aforesayd, and well knoweinge that without the produceinge of the same your said Orators cannot by any course of law bringe any accion against him for satisfaccion of such damages as they have had and received by the breach of his sayd covenantes, hee the sayd Anthony beinge incouraged thereby hath not onely broken all his sayd covenantes, but did of late, namely about twoc yeares before the expiracion of the said lease sceretly enter into the said demised premisses and did take upp and carry away a certeyne Penstoeck or ingine which kept in the water of one of the sayd Poudes, whereby the sayd water ever after dureinge the residue of the sayd terme ran out, soe that your Orators lost the use and benefitt thereof for their sayd Ironworkes to their damage of fortie powndes at the least ;

And whereas by the covenantes of the sayd lease the said Anthony was to have all the fish that before the feast of Saint John Baptist next after the makeinge of the said lease should bee in the sayd Pond called the Furnace or Finery Pond and all the fish that should bee in the sayd Pond called the Hammer Pond before the feast of Sainet Michael the Arch Angell which was in the yeare of our Lord one thousand six hundred thirtie five and that the sayd Anthony should at the sayd feast take away his sayd fish out of the said pondes respectively and should wthin one moneth next after the fishinge and takeinge of the said fish out of the sayd pondes well and sufficiently store the said pondes againe with a sufficient number of carpes of six or seaven inches longe at the least, the moyty or one halfe whereof should bee for the benefitt of the sayd Francis Wyatt, his executors and assignes, hee the said Anthony Smith did not fish or take the fish out of the sayd Pondes untill a longe tyme after the sayd severall feastes nor did hee store againe the said Pondes with carps within one moneth after the fishinge thereof nor yet within ten monethes after, nor did hee then or at any tyme sufficiently store the sayd Ponds or any of them, nor were such fish or carpes as bee soe stored the sayd Pondes with of the assise of six or seaven inches but farr under that assise, in respect whereof your Orato^{rs} lost not onely the benefitt of the groweth of the moytie of the sayd fish but likewise of the number of the sayd fish. And whereas the sayd fish soe to be stored were by the covenantes of the said indenture to bee fished and taken at and upon the equall costes and charges of the sayd Anthony Smith and the sayd Francis Wyatt his exeunto^{rs} and assignes, hee the sayd Anthony intendinge to deprive your said Orato^{rs} of the sayd fish, and well knowinge that if the sayd fish were not taken doreinge the continewance of the sayd lease that then they would wholly remaine unto him, and knoweinge that it would bee very chargable unto your Orato^{rs} to bee at the whole charge therein and yet to have and enjoy but the one halfe thereof, hee the sayd Anthony Smith out of that unjust respect or for some other unconscionable cause did not nor would exhibite, beare, or bee at the one halfe of the charge of the charge [*sic*] of the said fishinge nor of any part thereof although hee was very often thereunto required, by reason whereof the said lease beinge now ended, your Orato^{rs} have lost the benefitt of the moytie of all the sayd fish to the value of forty powndes at the least ;

And your Orato^{rs} further shew unto your Lord^{pp} that whereas by the sayd indenture hee the sayd Anthony Smith was to allow unto your Orato^{rs} yearly ten thousand of peate after the rate of twelve pence the thousand, hee the said Anthony did not nor would allow or assigne unto them any of the said peate at or for the sayd rate although hee was thereunto often required, whereby your said Orato^{rs} are further dampnified ten powndes at the least ;

And the sayd Anthony not soe contented hath of late out of his further wronge taken and carried of and from the demised premisses, and hath either converted to his owne use or otherwise obscured from your Orato^{rs}, divers iron sowes & sow iron of yo^r Orators and of their undertenn^{tes} to the value of forty powndes at the least and will by noe

fayre meanes that your sayd Orato^{rs} can use either restore the sayd sowes or sow iron or give or allow unto them any recompence or satisfaccion for their sayd many wronges or for the breach of his sayd covenantes, hee haveinge as aforesayd gotten the sayd indenture into his handes, and thereby knoweing your Orator [*sic*] have noe meanes of reliefe at or by the course of the Common Law :

And your Orato^{rs} intendinge to relieve themselves in some part therein by detayneinge their sayd rent have detayned the rent of the sayd demised premisses due for the last yeare of the sayd terme as they hope under the favour of this honorable Court they may lawfully doe, hee the sayd Anthony Smith intendinge to compell your Orato^{rs} to pay the same hath of late exhibited his Bill unto your Lord^{pp} in this ho^{ble} Court for recovery thereof and doth likewise intend to take some legall course against your Orators for the recovery thereof and thereby and by his sayd other unjust courses much wronge and oppresse your sayd Orato^{rs} contrary to all equity and good conscience ;

In tender consideracion whereof and for as much as your sayd Orato^{rs} have noe meanes for their reliefe in their sayd wronges at or by the course of the Common Law, they not knoweing what or how many sowes or sow iron hee the sayd Anthony Smith hath soe taken, carryed away, converted, or obscured as aforesayd nor can they as yet finde out or make due proove of the sayd Anthony Smith his takeinge and carryinge away of the sayd Penstock, nor in respect of the want of the sayd indenture have or cann have any meanes of reliefe for their sayd greate wronges and of the many breaches of covenantes soe as aforesayd to have bene performed by the said Anthony Smith and therefore are like to suffer great wronge, if it shall not please your good Lord^{pp} to extend and afford unto them some conscionable reliefe ;

And for as much as your sayd Orato^{rs} are confident that the said Anthony Smith, beinge compelled to make answeere unto the premisses upon his corporall oath will discover and declare the truth soe far forth as your Orato^{rs} by your Lord^{pps} just sentence may receive and have fitt and condigne recompence and satisfaccion in their sayd wronges ;

May it therefore please your good Lord^{pp}, the premisses considered, to grant unto your Orators his Ma[jes]ties most gracions writt of Subpena to bee directed unto him the sayd Anthony Smith, thereby commandinge him at a certayne day and under a certeyne peyne therein to bee lymitted personally to appeare and bee before your good Lord^{pp} in his Ma[jes]ties High Court of Chancery then and there upon his corporall oath to make answeere unto the premisses. And further to stand to and abyde such order, sentence, and decree touchinge and concerneinge the same as to your good Lord^{pp} in a case of this nature shall seeme to bee most agreeable to right, equity, and good conscience. And your Orato^{rs} shall ever accordinge to their bounden duty pray for your good Lord^p in health and honor longe to continewe.

Anthony Smith's answer to this Bill was sworn on 23rd October, 1641. In it he acknowledges, in the first place, all the statements of the complainants as to the

lease and its conditions and the covenants as to the fishing of the ponds and taking away of peat. The facts as to the entry of Francis Wyatt into the premises and his subsequent death, followed by that of his widow, as stated in the Bill, are believed to be true, as is also the fact that the complainants held the lease for the remainder of the term upon her death.

But whether the Comp^{tees} were executo^{rs} of the said Timothy or noe, or by what tytle the said Comp^{tees} or others by their appoyntm^{tes} or consentes soe entred, this Defend^t doth not certainly knowe but denies that they have paid all the rent soe as aforesaid reserved upon the said lease during the said tearme or performed all the covenantes on the lessees part to be performed. And this Defend^t denies that he has hath by casuall or any meanes gotten into his handes or ever had since the sealing thereof the said indenture of lease soe by this Defend^t sealed, but is confident the same is in the handes of the Comp^{tees} or some other by their or one of their delivery, or is in their or one of their power to have, use and produce, when they please, and therefore maye bring their accion at lawe for breach of the said covenantes if any were. But this Defend^t for further aunswre thereto saith as followeth :

And first he denies that he did secretly or otherwise at or about the tyme in the Bill mencioned, or at any other tyme during the said lease, enter into the said demised premisses and take upp or carry away any penstocke or engine of and from the same or wherby the Comp^{tees} lost any water or benefitt thereof for their said Ironworkes :

And as towching the pretended breach of covenant for and concerning the fish and fishing in the said Bill mencioned this Defend^t saith that he did (as he hopes sufficiently to prove unto this honorable Court) fish and take the said fish out of the said ponde at or before the said feastes limited for doing thereof, and store agayne the said ponde wth fitting Carps wthin the tyme lymitted or wthin some short tyme after, w^{ch} then gave satisfaccion to the said Frauncis Wyatt and Timothy his wife or such of them as were then tenantes of the premisses, it being done at the precise tyme or wthin such tyme after as there was litle or noe damage at all to the then tenantes as this Def^t verelie beleives and hopes to prove.

And this Defend^t did as he hopes to prove unto this honorable Court sufficiently store the said ponde and that with such carps as were of the assize in the said lease mencioned or nere those sizes and w^{ch} did sufficiently satisfie the then tenantes, they or some others on their behalfe, as this Defend^t remembreth, being present and taking notice of them and the said fish soe stored were fished and taken at and uppon the costes and charges of this Defend^t and Thomas Burrell and John Burrell gent. brothers of the said Walter Burrell, tenantes of the said Ironworkes, being in possession of them and having the sole managing of them in shewe and appearance, halfe the charge whereof this Def^t

did beare and had the moytie of the fish, and they, as he conceiveth, thother moytie, wthout that that this Def^t for the respectes in the Bill pretended or for any other unconscionable cause did not nor would exhibite, beare, or be at the one halfe of the charge of the said fishing as by the Bill of Comp^lt is pretended.

And as towching the peate in the said Bill mencioned this Defend^t thereto saith that the tenantes of the said yron workes from tyme to tyme yearely had the same for the first five yeares but did not pay to this Defend^t for the same after the rate of Twelve pence the Thowsand, as by the said indenture they ought to have done, if they would have the same nor any other satisfaccion but utterlie refused soe to doe.

And for the twee last yeares this Def^t saith that the Tenn Thowsand of peate was each yeare readie and appoynted to be delivered to the tenantes of the said premisses, if they had required or demanded the same and would have paid for it according to the purport of the said covenant, wthout that that this Def^t did not nor would allowe and assigne unto the comp^ltes uppon request and at the said rate in the said covenant mencioned the said peate by the said covenant agreed to be allowed or any part thereof.

And as towching the iron sowes and the sowe iron in the said Bill pretended to be taken and converted by this Defend^t or obscured by him, he this Defend^t confesseth that sixe sowes of iron and noe more were taken by the appoyntm^t of this Defend^t uppon the premisses in the name of a distresse for halfe a yeares rent due for the said premisses to him this Defend^t at Mich[aelm]as last was twelve month and w^{ch} still is due and unpaid being for part of the last yeares rent still unpaid as the pl^{tes} confesse in their said Bill. But he further saith that the said sowes of iron were afterwards replevied and taken away agayne by or for the tenantes of the premisses as this Defend^t beleives, and denies that he hath or detayneth or obscureth the same or any other yron sowes or sowe iron of the pl^{tes} or their undertenantes as by the said Bill of comp^lt is pretended wthout that any other matter or thinge in the said Bill of comp^lt contayned materiall or effectuall for this this Defend^t to make aunswre unto and not herein or hereby sufficiently aunswred unto, confessed and avoided, traversed or denied is true to the knowledge of him this Defend^t;

All w^{ch} matters and thinges he this Defend^t is readie to averr and prove as this most honorable Court shall award; and therefore most humblie prayeth to be dismissed out of the same wth his reasonable costes and charges in this behalfe most wrongfully sustayned.

Here we must leave the disputants, doubtful in whose favour judgment was given, if indeed the matter ever came into court, for I have failed to find any further proceedings in the case. It must be remembered that it was just on the eve of stirring political events when matters in the law courts, as everywhere else, were likely to be upset for a while.

Of another of Anthony Smith's leases of his ironworks I am fortunate in being able to present the actual terms. They are interesting, not only because they enable us to form some general idea of the conditions under which a Wealden ironmaster could lease his works in the seventeenth century, but also because, although the date of this lease, 1 June, 1666, was thirty-two years after that of the one which we have seen led to so much trouble, yet they show that Anthony Smith's mind was still set on the question of preserving the ponds for fish. The new lessee William Yalden, herein described as the elder, of Blackdown, co. Sussex, belonged to a family which came to settle in Surrey in the parts about Thursley and Haslemere, in the churches of which places a considerable number of them are commemorated. He is perhaps to be identified with the William Yalden, gentleman, who received the royal pardon on 31st May, 1640, for all offences committed by him before 17th May, 1636, in destroying divers woods for the smelting of iron in the counties of Surrey, Sussex, and Hants.¹ If so, he must have been a considerable ironmaster in his day. The rent at which he now secured the Thursley ironworks, namely £10, marks a great falling off from the £95 of 1610, and even the £40 of 1634, and perhaps indicates the decline in the value of the ironworks. But on the other hand, the owner's insistence on his right to do practically what he liked with the ponds must have made it difficult for him to find a sufficiently accommodating tenant. Moreover, it will be seen, one part of the works, the upper finery, was excluded from the lease.

This Indenture made the first day of June in the Eighteenth year of the raigne of our soveraigne Lord Charles the Second by the grace of God of England, Scotland, France, and Ireland, King, Defender of the Faith, &c., and in the yeare of our Lord One thousand six hundred sixtie and six **Between** Anthony Smith of Rake in the parish of Witley in the County of Surrey, Esq[ui]re] on thone parte and William Yalden thelder of Blackdowne in the County of

¹ State Papers Dom. Docquets.

Sussex, Esq[ui]re] on thother parte, Witnesseth that the said Anthony Smith as well for & in consideracion of the summe of Fifteene poundes of lawfull money of England to him before then-sealinge hereof in hand paid by the said William Yalden for a fyne or incombe for the hereby demised premisses, the receipt whereof the said Anthony Smith doth hereby acknowledge, as alsoe for & in consideracion of the yearely rent herein and hereby reserved on the Lessees parte well & truly to bee paid and the covenants herein comprized on his the said Lessees parte well & truly to be performed hath demised, graunted, and to farme letten and by theis p[rese]nts doth demise, graunt, and to farme lett unto the said William Yalden thelder All that upper forge & upper finery and the lower hammer, chaffery, and iron workes called or knowne by the name of Horsebane Hammer al[ia]s Cold Harbour Hammer, or by any other name or names, scituate, lycinge, & beinge in Witley Heath and Thursley Heath or in both or one of them within the said parishes of Witley & Thursley or one of them in the said County of Surrey; And alsoe all those two ponds commonly called or knowne by the severall names of the Hammer Pond and the Furnace Pond al[ia]s the Finerie Pond; And alsoe all streames, waters, watercourses, pondheads, branches, bayes, sluces, troughs, penstocks, and hatches to the said iron workes & ponds and to every, any, or either of them belonginge or appertayninge; And alsoe all usuall & accustomed places heretofore used to lay & keepe coales and iron in or uppon; And all howses, edifices, & buildinges whatsoever unto the said iron workes and to every, any, or either of them belonginge or appertayninge; And alsoe all the bellowses, anvills, hammers, harnis with tacklings, workinge tooles, & all other materialls in, about, or belonginge unto the said iron workes, particulerly mencioned & expressed in a certen schedule or inventory thereof made and to theis p[rese]nts annexed; And alsoe all usuall, accustomed, necessary, & convenient liberties, wayes, & passages unto the said Hammer & Iron workes belonginge or appertayninge and therewith heretofore commonly used or enjoyed; Except and alwaies reserved out of this demise and graunt unto the said Anthony Smith, his heirs & assignes, all the fish & fishinge of and in thaforsaid two ponds called the Hammer Pond and the Furnace Pond al[ia]s the Finerie Pond and free & quiett liberty, way, & passage, accesse, ingresse, egresse, & regresse to & for him the said Anthony Smith, his heirs and assignes to drawe, serve, & fish the said ponds & either of them from tyme to tyme duringe this demise att his & theire free willes & pleasures And the same againe from tyme to tyme to stack & store with fish; And alsoe except & alwaies reserved out of this demise & graunt unto the said Anthony Smith, his heirs & assignes, free & quiett liberty, way, passage, accesse, ingresse, egresse, & regresse uppon & over the aforesaid ponds, bayes, or pond-heads, or any or either of them, to make, sett, & place grates in, uppon, att or by the said ponds & bayes & either of them for the keepinge in of the fish in the said ponds; And the same grates & every of them from time to tyme to repaire

amend, & maintayne during this demise att his & their free willes & pleasures; And also except & alwaies reserved out of this demise & graunt unto the said Anthony Smith, his heires & assignes, the upper fynery belonging to the iron workes aforesaid, which said upper fynery soe excepted it is hereby agreed betwixt the parties to their p[rese]nts shall stand, remaine, & bee in such manner & in such repaire as it is att the commencem^t of this demise; To have and to hold the aforesaid forge, hammer & iron workes and all & singuler the premisses before hereby demised with their & every of their appurtenances (except before excepted) unto the said William Yalden, his exec[uto]rs & admi[nistrato]rs, from the feast day of S^t John the Baptist now next ensueinge for, duringe, & untill the full end & tearme of two yeares from thence next ensueinge & fully to bee compleate & ended, yealding & payinge therefore yearely duringe this demise unto the said Anthony Smith, his heires and assignes, the yearely rent of Tenne pounds of lawfull money of England att or uppon the feast day of the Birth of our Lord God & the feast day of S^t John the Baptist by even and equall porcions yearely to be paid And if it shall happen the said yearely rent of Tenne poundes to bee behinde and unpaid in parte or in all over or after either of the said feasts, in which as aforesaid the same ought to bee paid, by the space of one & twenty dayes, That then & att all tymes after it shall & may bee good & lawfull to & for the said Anthony Smith, his heires & assignes, into the said forge, hammer, & iron workes before hereby demised with thappurtenances wholly to re-enter, and the said William Yalden, his exec[uto]rs and admi[nistrato]rs, thereout utterly to expell, amove, & putt out, and the same & every parte thereof to have agayn, retayne, repossede, & enjoy as in his & their first & former estate, this indenture or anythinge herein contayned to the contrary in any wise notwithstandinge. And the said William Yalden thelder doth hereby covenante & grannte & agree for himselfe, his heires exec[uto]rs, & admi[nistrato]rs to & with the said Anthony Smith, his heires & assignes, by their pr[esen]ts in manner and forme followinge (that is to say), That hee the said William Yalden his exec[uto]rs and admi[nistrato]rs, shall & will att the said expiracion or other sooner determinacion of this demise leave and yeald upp the wheelles, penstocks, sewers, fludgates, wastgates, sluices, water-gates, and all other wooden and iron worke, And alsoe all the forge, hammer, iron workes, pond heades, pond bayes, hammers, anvills, and buildinges and premisses before hereby demised with thappurtenances to him the said Anthony Smith, his heires or assignes, together with the tacklinges, harnis, wooden workes, iron workes, and other implements whatsoever fitly placed in as good and sufficient repaire as the same shalbee made by the said Anthony Smith or his assignes, or by him the said William Yalden or his assignes, either by the tyme of the commencem^t of this demise or within nyne monthes then after, att or before which tyme it is hereby agreed that the said demised premisses shalbee putt in as good & sufficient repaire, as hee the said Anthony Smith, his heires

or assignes, shall or may expect the same att the determination of this demise, without removeinge any parte thereof; And alsoe that it shall & may bee lawfull to & for the said Anthony Smith, his heires, exec[uto]rs, & assignes, from tyme to tyme duringe this demise to have, receive, and take to & for his and their owne use all the sinders, bosses, or mosses, now beinge or which duringe this demise shalbee made or bee in or about the iron workes & premisses before hereby demised, and that without lett or interrupcion of or by the said William Yalden, his exec[uto]rs or assignes. And alsoe that hee the said William Yalden, his heires, exec[uto]rs, adm[inistrato]rs, or assignes shall and will well and truly pay or cause to bee paid to the said Anthony Smith, his heires or assignes, the said yearly rent of Tenne pounds before hereby reserved upon the respective feast dayes aforesaid or within one & twenty dayes after either of the said feasts yearly duringe this demise without fraud or delay. And alsoe that hee the said William Yalden, his exec[uto]rs & adm[inistrato]rs, shall and will from tyme to tyme duringe this demise pay and discharge all rents and payments as shall duringe this demise arise, become or growe due out of, for, or from the demised premisses to the church & poore, and all other parish rates and taxes, together with Two shillinges yearly for every chimney hearth in the hereby demised premisses accordinge to an Act of Parliament lately made touchinge chimney hearthes, And alsoe one fowrth parte of all taxes & payments as shalbee rated, taxed, or imposed on the hereby demised premisses by reason of any Act, Order, or Ordinance of Parliament or Order of the Kings Ma[jes]tie, his heires or successours, and that att such dayes & tymes & in such manner & forme as the same & every of them are or ought to bee paid; Or of and from the same and every of them shall and will from tyme to tyme acquite & discharge or have & kepe harmlesse the said Anthony Smith, his heires and assignes, and the demised premisses; and shall and will alsoe att the end or other sooner expiration of this demise leave to & for the use of the said Anthony Smith, his heires or assignes, as well all and singular the goods, tooles, & implements particularly mencioned in a certen schedule or inventory to theis p[rese]nts annexed as alsoe all other the materialls & every parte thereof above mencioned in as good repaire, & fitted every in its proper place, as the same are att the commencement of this demise, reasonable use and wearinge allowed. And it is hereby covenanted and agreed that in case the said Anthony Smith, his heires or assignes, shall have occasion or shallbee minded att any tyme duringe this demise to fish a certen pond of him, the said Anthony Smith, called the Forked Pond, lyeinge belowe the said hammer, and shall give notice thereof to the said William Yalden, his exec[uto]rs or assignes, of such his or their intencion, that then hee the said William Yalden, his exec[uto]rs, adm[inistrato]rs or assignes, shall & will from tyme to tyme for & duringe the space of one whole day to bee appointed by him the said Anthony Smith, his heires or assignes, stopp & stay the water which doth usually runn out of the ponde above in & by theis p[rese]nts demised into the said

pond called the Forked Pond, which water soe to bee stopped & stayed is for the more convenient takeinge out of the fish of him the said Anthony Smith beinge & to be in the said pond called the Forked Pond. And the said Anthony Smith doth hereby covenante & agree for himselfe, his heires, exec[uto]rs, & admi[nistrato]rs, to & with the said William Yalden, his exec[uto]rs & admi[nistrato]rs, by theis p[rese]nts That it shall & may bee lawfull to & for the said William Yalden, his exec[uto]rs & assignes, from tyme to tyme duringe this demise to deduct & abate out of the rent hereby reserved the other three partes, the whole in fower partes equally to bee devided, of all taxes, assesments, & payments as shall duringe this demise bee taxed or imposed on the hereby demised premisses by Act, Order, or Ordinance of Parliam^t or order of the Kings Ma[jes]tie, his heires or successours; And alsoe that the said William Yalden, his exec[uto]rs & admi[nistrato]rs, for & under the yearely rent before hereby reserved well & truly to bee paid & under, uppon, & accordinge to the covenants, graunts, articles, condicions, payments & agreements herein comprized shall or lawfully may well & in peace have, hold, use, occupy possesse, enjoy, and kepe the forge, hammer, ironworks & premisses before hereby demised with thappurtenances (except before excepted) for & duringe the tearme hereby graunted without any lett, trouble, interrupcion, or contradiccion of or by the said Anthony Smith, his heires or assignes. And whereas the said Anthony Smith hath now cutt & provided two hundred coards of wood¹ within the parish of Witley aforesaid, which said wood the said William Yalden hath received of him the said Anthony Smith att the rate & price of five shillinges the cord and doth hereby covenant & agree to pay him the said Anthony Smith, his exec[uto]rs or assignes, for the two hundred coards of wood aforesaid the full summe of fifty pounds of lawfull money of England in or uppon the first day of November next ensueinge the date of theis p[rese]nts; And the said Anthony Smith doth hereby agree to and with the said William Yalden That hee the said Anthony Smith, his heires or assignes, shall or will on or before the month of May in the next yeare cut and provide two hundred coardes of woad more for him the said William Yalden within the parish of Witley aforesaid or Thursley in the said county of Surrey, which said coards of wood last mencioned are to bee sett upp accordinge to the usual manner of the country, and which said coards of wood the said William Yalden doth hereby agree to accept and take of the said Anthony Smith, his heires, exec[uto]rs, or assignes, att the said rate and price of five shillinges the coard, and doth hereby covenante and agree to and with the said Anthony Smith, his exec[uto]rs and assignes That hee the said William Yalden, his

¹ A "cord of wood," according to Bailey's *English Dictionary*, was "a parcel of fire-wood four foot broad, four foot high, and eight foot long."

heires, exec[uto]rs, or assignes, shall and will well and truly pay or cause to bee paid to the said Anthony Smith, his heires, exec[uto]rs, or assignes, for the two hundred coards of wood soe to bee provided as aforesaid the like summe of fifty poundes of lawfull money of England in or upon the first day of November which shalbee in the yeare of our Lord God One thousand six hundred sixtie and seaven, which said coards of wood before mencioned it is hereby agreed shall and may bee coaled in the coppices of the said Anthony Smith where the same shall bee coarded and sett upp. And it is further agreed that the coales thereof ariseinge shalbee converted and used in, uppou, or about the Ironworkes before hereby demised accordinge to the intent, meaninge, agreement of the parties to theis p[rese]nts. And it is hereby further agreed that the said William Yalden shall and may make pitts in places convenient and take quench and cover of earth for the necessary coalinge of the coard wood before mencioned and have all usnall waies and passages for the carryinge away of the coales aforesaid, makeinge noe more wast and spoile then necessity shall require and makeinge fast such gates as shalbee opened for the carryinge away the same, which the said William Yalden agreeth and covenanteth accordingly to doe, And that without fraud or delay. In witnes whereof the parties first above named to theis p[rese]nte indentures interchangeably have sett their hands and seales the day and yeare first above written.

[*Endorsed.*]

Memorandum that it is agreed by & betweene the parties to theis p[rese]nts that if it shall happen that any difference arise betweene them concerning the sufficiency of the wood that twoe indifferent persons shalbee chosen, the one by the said Wm. Yalden and the other by the said Anthony Smith, for the deciding thereof. And whereas the said William Yalden hath lately fixed three iron hoopcs uppou the hammer beames It is hereby agreed by the said parties that the said Wm. Yalden shall att the end and expiration of thie p[rese]nte lease take and carry the same away, unless the said Anthony Smith will give reasonable satisfaccion for the same and afterwarde sealed & delivered in the p[rese]nce of

[*Signed*] JNO. CHILDE
WM. CARTER
RICHARD SMITH.

[*Signed*]
ANTHONY SMITH.

The list of tools and plant given in the schedule which is referred to in this lease supplies most valuable material to help us to reconstruct all the internal fittings of a Wealden ironworks. The best contemporary account of the various processes employed in such works is that given by John Ray, the naturalist, in an appendix to his

Collection of English Words not generally used, which was first published in 1672. His account was reprinted by Mr. M. A. Lower, in his paper on the Sussex ironworks, in Vol II of the *Sussex Archæological Collections*, and I shall do no more than give a brief recapitulation of it here in order to explain the nature of the work done in each of the different departments which will be found noticed in the schedule.

The first process was the reduction of the ore and the casting of it into sows or pigs, which was done at the furnace. Before, however, the ore was ready for the furnace it had to be "mollified" in order to allow of its being readily broken into small pieces. This was done by placing alternate layers of charcoal with the layers of ore and burning the whole together. When the sows and pigs were taken out of the furnace they had to pass through the forge or hammer. In this there were at least two fires, called respectively the "finery" and the "chafery." The sows were first converted at the finery into "blooms," or four-square masses of about two feet in length, and next into "anconies," which were bars of about three feet in length with the ends left square and rough. At the chafery the rough ends of the anconies were rounded off and the bars were then ready for the market. It must be borne in mind that the chief purpose which the Wealden ironworks served was the production of bar-iron for the use of smiths and others as required, and although in many of the Sussex works, and in some of those also in Surrey and Kent, iron ordnance was made to a very large extent, the manufacture of it was, at all events in its inception, rather a bye product of the works, as was also the casting of the fire-backs and the smaller articles, more or less of ornamental design, which can be attributed to the old Wealden iron industry.

We may now proceed to consider our inventory of the tools and fittings which William Yalden took over with his lease of the Thursley works:—

A Schedule or Inventory of all and singuler the goodes, chattells, implements, and materialls as are to bee left by the said William Yalden his excec[uto]rs or assignes for the use of the said Anthony Smith, his heires or assignes, att thend, expiration or other sooner determinacion of the tearme graunted by the lease whereto theis p[rese]nts are annexed accordinge to the forme, effect, true intent, and meaninge of a covenante in the said Lease comprised.

Att the Upper Finery.

Imprimis one hammer and anvill with a helve and armes fittly placed, twoe fore spiritt plates, one fore plate, one bottome plate, one twoewer plate, one loope plate, one plate before the finery hole, one fulling plate, twoe hare plates, twoe side plates adjoyninge to that worke, twoe paire of greate tonges, one paire of small tonges, one quashe, twoe fargons, twoe greate clames, one shovell, one chast sledge, a beame way anekrues, a new lock and key uppon the finery doore, and a good lock and key to the dwellinge house.

Att the Lower Finery & Chaffery.

Item one hammer and anvill with helve and armes fittinge to goe: one turnswowe. Item one bottome plate, one loope plate, one twoewer plate, twoe hare plates, one fore plate, twoe plates before the chaffery, one finery plate to sett the iron on and one eye of the hammer att the sinder hole, one paire of forginge tonges, one paire of small tonges, one greate clam, one ringer, twoe iron dishes, one quash to stopp the fire, one anvill to mend the tooles uppon, one sledge weights and scales att the hammer house doore fittinge to weigh twoe hundred of iron att one draught, and a sufficient lock uppon the hammer howse doore and twoe lockes to the dwellinge howse doore and a new lock to the forge doore and to the little roome there to lock their tooles in, tonges greate & small in the whole eleaven.

In the Peate howse.

Item a new paire of bellowes boardes there to remaine att the pleasure of the said Anthony Smith or his assignes. Likewise

Att the Chaffery and Finery.

Item bellowes and lethens all fittinge to goe and goeinge with their tacklinge then belonginge and what elee not sett downe beinge and belonginge to the worke, to remaine to the worke. And as for and concerninge the furnice there to bee att the will of the said Anthony Smith and his assignes to remove or carry away or otherwise to order att his or their willes and pleasures.

With this schedule may be compared a similar one which was originally annexed to another of Anthony Smith's leases of his ironworks. The lease itself is not forthcoming, and I am unable in consequence to determine its exact date, although I think it probable that it was only a few years earlier than that to Yalden. In some instances it will be seen that the tools and fittings, both as to their respective numbers and their descriptions, correspond closely with those in the above list. But there is a somewhat different arrangement of the several departments of the works, and in addition, there is a detailed inventory of the contents of the furnace which is not found in the foregoing schedule. The corrections and later additions, which I note below, have been written in roughly in a cursive hand-writing that is not always very legible, and the whole may perhaps have been made to serve as a draft for a later inventory.

A Schedule or Inventorie indented witnessinge and declareinge all the Bellowes, Anviles, Workinge tooles, and ymplements w^{ch} are intended and agreed to be demysed by the said Anthony Smith unto the said Henry Penfould (thelder) and Henry Penfould (the younger) wth the Hammer, Forge, Furnace, and Iron-works in the Indenture hereunto annexed, mencioned, and expressed, and are agreed to be lefte there at the ende of the Tearme.

At the Furnace.

Imprimis one payre of furnace bellowes wth leathers and things fittinge to them, one dam plate, twoe plats at the furnace mouthe, one furnace beame and weight, one greate rynger, three other ryngers, twoe turn'd sowes, one shipp, one hurdgier, one stopper, one twewer trole, one twewer hook, twoe myne hammers, two myne sifters, a plate lyinge in the founders house, one vent, fyve wheelebarrowes, twelve coale basketts, twoe ladders, twoe brasses, two hursts and brights to them.

At the Upper Fynerie.

Item [one payre of fynerie bellowes wth verie good leathers *erased*] twoe foresper plats, one fore plate, one bottome plate, one twewer plate, one [twoe *erased*] loope plats, one plate before the sinder hole, one fullinge plate, two hare plates, twoe side plates adjoynynge to

that worke, two payre of greate tongs, one [twoe *erased*] payre of small tongs, one quas [one rynger *erased*], twoe furgons, twoe greate clams, one shovle, one east sledge, a beame to weigh aneonells. (*In a different handwriting*: A new lock uppon the finerie dore, a hamer and ane bill and helpe and armes redy placed, a locke to the dwelling house).

At the Chafery.

Item one chafery payre of bellows, one fynerie payre of bellows, (*added in a different handwriting*: and a hammer and anvill and helpe and armes wth all tacklinge therunto belonging redy to go, one fulling plate), one bottome plate, one twewer plate, one hare plate, one foresperret plate, one foreplate, one plate lyinge over the foresperret, one plate lyinge over the twewer, one plate lyinge before the sinder hole, three brasses and twoe boyghts about the Chafery, one eye of a hammer at the sinder hole of the Chafery.

At the Lower Fynerie.

Item one bottome plate, one loope plate, one twewer plate, two hare plates (*written above in different handwriting*: one ringer, two furgons), one foresperrett plate, one foreplate, twoe plats betwene the Chafery and the fynerie to sett the Iron on, and one eye of a hammer at the sinder hole, one payre of greate heateinge tongs, one payre of forginge tongs, one payre of small tongs, one greate clam, one rynger, one furgon, one quas to stopp the fyer, one anvill to mende the tooles uppon, one sledge, seaven hammer helves, fower rabbetts for the use of the worke, weights and scoales at the Hammer house dore fittinge to weighe twoe hundred of Iron at one draught, and a sufficient lock uppon the Hammer house dore (*added in a different handwriting*: one new lock and key to the Iron howse, and twoe locks to the dwelling howse, and a neew lock & key to the Forge dor, and a neew locke to the toole howse and in the peate howse a new paire of bellows bords to remaine at the pleasure of the said landld (? *landlord*) and his assignes, and suffisient waights and scales to way two hundred of iron.

On a small slip of paper attached to this schedule is the following:—

An inventory of the tooles which was att the hamers when Mr. Dibble left them.

A leaven peare of tonges, waites & scales anoufe to waie two hundred besid smale waites, 8 clams, 2 cyron rakes, 2 cyron dishes.

It will have been noticed that in his lease to Yalden of the ironworks Anthony Smith describes himself as of Rake, and it is probable that until some time shortly

after the date of this lease he continued to reside there. A little before his death, however, he appears to have made some grant of Rake and other estates in favour of his great nephew Anthony Smith Meale, the son of his nephew and executor Andrew Meale, and the grandson of his sister Elizabeth, the wife of John Meale, clerk, of Gathill in Ireland. This would have been of course subject to his wife's interest under the settlement of 1629. She appears to have died in 1675.¹ According to the court rolls of the manor of Witley, Anthony Smith Meale, in 1675 or 1676, being then eighteen years of age, claimed, through his father Andrew Meale, Rake, a part of Sattenham, and Nutwell as inherited from Anthony Smith. In Anthony Smith's own will dated 25 April, 1668, he describes himself merely as of Witley.

On 29th June, 1667, Anthony Smith obtained a confirmation of arms, in which a few changes were made in the coat previously borne by him.² Both the old and the new arms are shown in the armorial glass at Rake. Several of the shields which appear in the windows here have already been noticed in the present paper, but the following general account of the whole group may now be given. In all there are eight shields, three being on large ovals with helms and mantlings, one on a large simple shield, and the remaining four on small diamond-shaped quarries. The shields were formerly in two different rooms of the house, four (two large and two small) in each, but when the house was restored about the year 1880 they were brought together in the hall.

The undifferenced arms of the Smiths, argent, on a bend between two unicorns' heads erased azure three lozenges or, are seen in three of the larger panes, in two of which they are impaled with those of Harward as already described, the shield representing the arms of Anthony Smith of Merrow. The original Smith crest, a demi-bull out of a coronet, is painted on two of these

¹ Her will was proved P. C. C., 27 January, 1675-6.

² Guillim, *Display of Heraldry* (1724), p. 163.

panes, being, in one case, coupled with the Harward crest. Henry Smith, who married Elizabeth Bell, is represented in one of the smaller quarries, the Smith arms as above being differenced with a mullet sable (Henry being the third son), and impaled with those of Bell already noticed. In this instance the chevron on the latter coat has been left uncoloured. The mullet also appears in the Smith quarter of each of the remaining small quarries. In Harl. MS. 1561 and also in Brit. Mus. Addit. MS. 5533 (the Heralds' Visitation of 1662—1668), the crest of Smith of Milford is also differenced with a mullet. The elder Anthony is represented on two of the small quarries, the Smith arms being impaled in one case with those of Muschamp (his first wife), namely, or, three bars gules, and in the other with those of his second wife Allen. The younger Anthony has an impalement, also on a small quarry, of his earlier Smith coat with that of Hoare (his wife's family), namely, sable bordered or, three cinquefoils argent pierced gules; and on a large pane his new arms of 1667, the Smith coat without the mullet differencing, and also without the lozenges on the bend, quartered with Bell, and with a unicorn's head (in place of the demi-bull) out of a coronet for crest.

The will of "Anthony Smith of Witley, esquire," bears date 25 April, 20 Chas. II (1668), and is an interesting document, a considerable number of the testator's relatives being mentioned therein. The following are the provisions and bequests:—

Testator to be buried by his ancestors in Witley. £50 to be bestowed in his funeral.

£20 to poor people of Witley and Thursley, to be bestowed at his funeral in bread and money.

40s. to the minister who should preach the funeral sermon.

£100 to poor boys and girls in the parishes of Witley and Thursley, for placing them apprentice to some lawful trade (£10 apiece to six boys and four girls such as are fatherless or poor men's children).

£80 (40s. apiece) to forty of the ancientest poor people in the said parishes of Witley and Thursley (twenty men and twenty women), to buy the men black coats and the women black gowns to keep them

warm ; to be provided by the executors at the funeral or within one month after ; and if not at the funeral, then 20s. to a minister to preach them a sermon at their first wearing of their said coats and gowns.

Any wainseot, glass, benches, stools, chairs, hangings, frames, tables, cupboards, brewing vessels, furnaces, troughs, hutches, bowls, vessels, tubs, barrels, pewter, brass, bedsteads, trunks, chests, jacks, andirons, spits, or any other standers or implements of household stuff or husbandry or materials belonging to the iron mills in or about testator's dwelling-house, or any of his houses within the parishes of Witley or Thursley, not to be removed, sold or disposed of, but held and enjoyed by those who shall be entitled to estates and interest in the same houses and iron mills, otherwise than as afterwards disposed of.

To his loving wife the plate, jewels, feather beds, bolsters, blankets, rugs, curtains, vallances, sheets, table linen, napkins, clothes, and hangings in his said dwelling-house and outhouses, and all cattle, corn, and hay, wood, fother, and dung in or about his dwelling-house, outhouses, barns, and grounds in his own possession, and fish in the pond near his dwelling-house and £300.

To his brother Thomas Smith £5 and to Thomas's daughter Mary Smith £50.

To his niece Mabel, the wife of Henry Sadd, haberdasher, of London, £50, and £10 apiece to every child she should have living at testator's death.

[According to a marginal note at the Probate Registry : To his niece Edy, the wife of John Barnes of Drury Lane, cheesemonger, £50, and £10 to each of her children living at testator's decease.]

To his niece Barbara, wife of Henry Lyon of Holborn, grocer, £50, and £10 to each of her children living at testator's decease.

To his niece Lettice, the wife of John Chittie of Milford, Surrey, yeoman, £50, and £10 to each of her children living at testator's decease.

To his cousin, John Smith of Culmer, £50, and £10 to each of his children living at testator's decease.

To his cousin Richard Smith of Moushill £50, and £10 to each of his children living at testator's decease.

To his cousin Andrew Meale £50, and £10 to each of his children living at testator's decease.

To his godson Anthony Smith, son of Richard Smith of Peper Harrow, £5.

To his godson Anthony Smith, son of Richard Smith, carpenter, £5.

To his cousin John Paine of Weller Street, if living at his decease, £20, and to all his children then living 40s. apiece. If John be dead the said legacy is to go to his wife, and if she be dead then amongst his children living at testator's death.

To Henry Paine, son of the said John, testator's apprentice, a further sum of £5.

To his servant Jane Paine £20, and to her two sisters, the daughters of his cousin Henry Paine, deceased, £10 apiece if living at his death.

To his cousin George Payne, servant to Arthur Onslow, esquire, £20.

To all his household servants with him at the time of his death £5 apiece.

To his brother Thomas Smith and all and every his brothers-in-law and to his wife's sister 40s. apiece to buy mourning rings.

To his neighbour Widow Snelling £5.

To Katherine the wife of Thomas Punter, his late servant, £5.

To his kinsman Thomas Harward of Merrow £5.

£200 for the purchase of lands to be conveyed to the Churchwardens and Overseers of the parishes of Witley and Thursley for the benefit of the poor of those parishes (viz., to sixty in Witley and forty in Thursley), viz., on Christmas Eve the Churchwardens and Overseers to give 2s. apiece in bread and beef to so many of the poorest sort of persons in Witley and Thursley proportionately as the income will extend at that rate, 1s. 6d. in beef and 6d. in bread, to be delivered at the testator's manor house in Witley, an account to be given to the persons interested in the manor of Witley on or before Candlemas Day.

The persons interested in the said manor are to permit his dear and loving wife to dig peat on Pudmore Common while she inhabiteth at Witley.

To his cousin Allen Carr of Chichester, esquire, and Richard Cowper of Ditcham, esquire, £5 apiece, and they are to be the overseers.

The rest of his ready money, goods, chattels, debts, mortgages and personal estate to Joan his dearly-beloved wife and to his said nephews Andrew Meale and Richard Smith of Moushill, all of whom were to be his executors.

To this will a codicil dated 15 February, 1668-9, was added. It is interesting in this to note Anthony Smith's continued interest in the preservation of the fish in his ponds. The codicil recites the fact that Allen Carr, one of the overseers, had died since the making of the will, and desires that the testator's honoured friend, Arthur Onslow of Clandon, esquire, should fill that office in conjunction with Richard Cooper. The following additional bequests are made:—

To the said Arthur Onslow two hundred of testator's best carps in any of his ponds adjoining to his iron works in Witley and Thursley. Three hundred more of his next best carps in the said ponds to his said loving wife, and the ponds and their appurtenances to her for one year for the drawing and taking of the said carps. The remainder of the fish to the person who has the freehold of the ponds, to be preserved and kept for store.

£60 to the Churchwardens of the parish of Witley to buy a fifth bell, to be the great bell or tenor, to be hung in the steeple of Witley Church.

£30 to be expended in the purchase of land to be conveyed to six parishioners, the income to be given to the ringers of the parish church. Peals to be rung in Easter week, Whitsun week, on the birthday and day of restoration of his Majesty, and at Christmas. The income from the said investment to be expended as the churchwardens think fit.

A memorandum is added to the probate register of this will to the effect that on or about 5 October, 1669, Anthony Smith gave verbal directions that the money saved by his wife during her coverture and put out in her own name or in trust for her own use, or that she had in her custody, should be reckoned as her own. Verbal directions were also given by him on the same day repeating the provisions made in the above codicil.

The will with the codicil was proved in the Archdeaconry Court of Surrey on 11th May, 1670, by Joan Smith, Andrew Meale, and Richard Smith, the executors named. According to the mural tablet to Anthony Smith's memory in Witley Church he died on 6 October, 1670, but in view of the date of the probate of his will, if the day of the month is correctly given on this tablet, the year is probably an error for 1669. He is described as "Anthony Smith, esq., Lord of the Mannor, who was pensioner to K. Charles y^e 1st & to K. Charles y^e 2nd. He married with Joane the daughter of John Hoare of Farnham gen^t and to this parish he was an ample benefactor."

After his death we are no longer further concerned with the Thursley ironworks in connection with the former owners of Rake. But it is interesting to note that, whereas they are amongst the last to have been erected in Surrey, so also do they seem to have been

the last to have been stopped. On 9th February, 1767, before a meeting of the commissioners for repairing the road leading from Kingston to Sheetbridge, when there was a proposal to remove the toll-gate between Guildford and Godalming, it was argued in favour of the measure that the use of the Sheetbridge road had greatly increased since the extension of the navigation to Godalming, by, amongst other things, the traffic to and from the forge or ironworks between Milford and Hindhead, which then contributed nothing to the support of the road. On the other side it was argued that not more than one carriage in a week went with materials to the forge, but at all events there was no question but that there was some traffic and that these ironworks were still in active existence.¹

Whether or not Anthony Smith Meale, who succeeded his great-uncle in the ownership of Rake, ever resided there is not apparent. He was married at Witley on 5th May, 1681, to Ann the daughter of Stephen Humphrey, and his children by this marriage appear to have been baptized there. In 1686 he signed a parochial account of Witley, as an inhabitant of the parish. In the Act of Probate of Mrs. Meale's will, 11th February, 1689-90, she is described as late of Witley. But several children of Anthony Smith Meale by his second wife, Amy Crompton, were baptized at Godalming between the years 1690 and 1700, and he himself is described as of Godalming in some deeds of January, 1698-9, and February, 1700-1.² He voted for knights of the shire in respect of property in Witley in 1705 and 1710, and in the latter year is described as a resident in Godalming.

In 1706 he mortgaged Rake, and a recovery suffered by him and his son John Meale in the Easter term of this year of three messuages, one water corn mill, and various parcels of land, meadow, pasture, and wood,

¹ *The proposal for removing the Godalming Turnpike considered.* Pamphlet. London, 1767.

² For notes of these deeds in private possession and some others quoted below, I am indebted to the courtesy of a member of the Society.

with common of pasture for all beasts in Witley¹ was doubtless connected with this mortgage and in view possibly of a resettlement of the property. If so, it is evident that Rake mill, like many others of the old fulling mills of Surrey, had, with the decay of the cloth industry, already been converted to other uses. In Hilary term, 1710, another recovery was suffered by John Meale and his father of three messuages, one water-mill, and lands, meadow, pasture, and moor, including five acres of land covered with water, in Witley and Tuesley.² This recovery appears to have been connected with a transfer of the above mortgage, to which Anthony Smith Meale, then described as of Witley, and his son and heir-apparent, John Meale, were parties. Anthony Smith Meale was buried at Witley on 29th September, 1723.

His said son John Meale, by will dated 11 October, 1739, devised the reversion after the decease of his brother (*i. e.*, his half-brother) William and Sarah the wife of the said William, without issue, in his messuages or tenements, mill, farms, lands, &c. in the parish of Witley and tithing of Tuesley, then in the tenures or occupations of John Marner and William Hogsflesh, to his nephew John Meale, son of his brother (*i. e.*, half-brother) Anthony Meale. This will was proved in the Prerogative Court of Canterbury 3rd January, 1739-40. I am informed that the testator's tombstone was, some forty years ago, in the chancel of Witley Church, and was removed later to the north-east end of the nave, where it served as a hearth-stone to one of the stoves, but that it has now disappeared.

William Meale, mentioned in the above will, died without issue on 19th September, 1744, but his wife Sarah survived him until 23rd August, 1770. In the meanwhile and before 31st December, 1747, John Meale the nephew had died unmarried and intestate, leaving his sister Ann Meale his heiress-at-law. She married

¹ Recovery Roll, 5 Anne, East., ro. 84.

² Recovery Roll, 8 Anne, Hil., ro. 148.

her cousin Thomas Woods of Godalming, clothier, and by deeds of lease and release dated 31 December, 1747, and 1 January, 1747-8, a settlement was made in anticipation of this marriage of the reversion of the premises mentioned in the uncle John Meale's will.

John, the eldest son of this marriage, resided at Rake at the time of his own marriage in 1771 and until his death in 1799. In November, 1771, he and his parents barred the entail created by the above marriage settlement by recovery,¹ and by deed conveyed it to trustees for the use of the parents during their lives and the life of the survivor, with remainder to the said John Woods.

Thomas Woods died in 1779, his wife surviving him until 1805. She survived also her son John, who died in 1799. By his will dated 28 July 1799,² John devised Rake to his wife and two of his sons in trust for various uses. In 1805 the property was conveyed to Thomas Woods, one of the sons, who resided there for many years.

In 1829 Thomas Woods sold part of the estate to Mr. John Coleman, the owner of the adjoining premises at Sattenham. In 1836 the remainder of the property, including the house, mill, and pond, was sold to Mr. Thomas Durrant, who also resided there for many years. Mr. Durrant died in 1879 and the property was then sold to the trustees of the Busbridge Estates and the house restored and enlarged. Its present owner is the Hon. Violet Monckton.

In conclusion, I must express my cordial thanks to a member of our Society who has furnished me with much information and with the references to many of the documents which I have quoted in the course of this paper. My thanks are also due in the matter of the illustrations to Mrs. Cavan-Irving, the present tenant of Rake, Miss Hall Hall, and Mr. Leonard Eagleton, for the loan of photographs and drawings.

¹ Recovery Roll, 12 Geo. III, Mich., ro. 197.

² Prob. Arch. C. Surrey, 19 Feb. 1800.



Argent, on a bend between two unicorn's heads erised, three tortoise bodies or (SMITH); impaling above a lion argent, over all on a fess or, three rose gules (HARWARD). Crest:—Out of a coronet a drachm (SMITH); a demising erise ducally purged and salted (HARWARD).

Smith of Milford, Rake, and Witley.



Quarterly: 1 & 4, argent, a bull between two unicorn's heads erised azure (conferred to ANTHONY SMITH OF MILFORD, Esq., 22 June, 1667); 2 & 3, argent, on a chevron between three hawk's bells gules, two bars gules of the field (BELL). Crest:—Out of a coronet a unicorn's head.

ANTHONY SMITH = JOAN, dau. of Thomas of Merrow, es. Surrey, steward to the Lady Knevett; born at Easrick, co. York.

HENRY OF JOHN BELL = of Milford.

Thomas Smyth, Mayor of Guildford.

John Smyth = Rosa, daughter of of Merrow, co. Surrey. Will proved 1620.

Henry Smith, described in the "Herald's Visitation" as of Rake, co. Surrey.

Henry Bell, alias Tancer; held office in the Household of Queen Elizabeth; Clerk Comptroller of the Household of James I; Lord of Witley Manor; died at his house in Milford, 9 (or 10) May, 1634, aged about 80 years.

Nicholas Smyth.

Henry Smyth, Mayor of Guildford, 1627.

Anthony Smith, Will proved Arch. C. of Surrey, 1609.

Richard Smith of Shere, B.D.

Henry Smith.

Thomas Smith, Mayor of Guildford, 1628, 1637.

And others.

(1st wife) Mary, daughter of Francis Muschamp of Peckham, co. Surrey.

(2nd wife) Mary, daughter of John Allen of . . . , co. Essex.

Anthony Smith of Milford, gent.; one of the Clerks of the Spicery to James I; died 10 Sept. or (according to his epitaph) last day of . . . , 1637.

(3rd wife) Mary, daughter of Thomas Cooper of Berongh, Witley, co. Surrey; married at Witley, 1 March, 1607-8.

Anthony Smith = Joan, daughter and co-heir of of Milford, Rake and Witley, John Hoare of Farnham, co. Surrey. Will proved P. C. C. Charles I and Charles II; died 6 Oct., 1609, s.p.

Thomas Smith = Mary, daughter of buried 29 March, 1690, aged 87.

Margaret; mentioned in the "Herald's Visitation" of 1623 but not noticed in her father's will.

Elizabeth = John Meale of Genthill, Ireland, Clerk. (Vide "S. A. C." XII, 'Visitation.')

Mary = Richard Smith = Margaret, buried at Godingtun, 8 Feb., 1630-1. of Mooshill, co. Surrey.

John Smith; baptized 21 March, 1638-9.

Anthony Smith; baptized 21 August, 1664; buried 6 March, 1664-5.

Allen Smith of Milford, gent.; baptized 26 Feb., 1665-6; died 8 Jan., 1694-5. Will 7 Jan., 1694 (Prob. Arch. C. of Surrey, 23 Dec., 1695).

Mary. = (2) John Stilwell of Tbarsley, yeoman.

Caleb Payne = Mary Smith; baptized 29 April, 1604; marriage settlement, 26 Sept., 1706 (Prob. Arch. C. of Surrey 14 Aug., 1707).

Andrew Meale.

Alton Smith; bapt. 21 Oct., 1691; died 5 Sept., 1705, s.p.

Thomas Smith; born 6 Jan., 1693-4; buried 8 Aug., 1761, aet. 68. Will 27 July, 1761 (Prob. P. C. C. 17 Aug., 1761 and 21 April, 1764).

Elizabeth, daughter of Joseph Chitty of Milford, co. Surrey, gent. (vide "Surrey Arch. Coll.", XV, p. 169). Buried 15 May, 1752.

Mary Smith; born 5 Nov., 1689; died, unmarried, 12 Aug., 1705.

(1) Ann Hamplrey = Anthony Smith Meale = (2) Amy Crompton. married 1681. Will proved P. C. C. 11 Feb., 1689-90. of Witley, gent.; died 1723.

Elizabeth Smith; baptized 24 Dec., 1739; buried 20 Nov., 1751.

Mary Smith; married 15 July, 1753; died 29 April, 1814, aged 71.

Philip Carteret Webb the younger, son of Philip Carteret Webb of Bosbridge, co. Surrey; died 11 Oct., 1793, aged 57.

Sarah Snowden. = John Meale; died 1739, s.p.

Ann = John Woods of Godingtun, clothier, son of John Woods of the same, clothier, by his marriage (at Witley, 1685, o.s.) to Lettice Chitty (a great niece of Anthony Smith, who died in 1639); died 1739.

Agnes. = Jacob (Awny).

William Meale; died 1744, s.p.

Sarah, daughter of Joseph Chitty of Milford, co. Surrey, gent. (vide "Surrey Arch. Coll.", XV, p. 169); died 1770.

Anthony Meale. = (1st wife) Rebecca Taylor.

And others.

Philip Smith Webb; born 11 June, 1764; died 6 Jan., 1799, aged 34.

Haunah, daughter of = (2) Lieut.-Col. Gooch. Sir Robert Barker, bart.; died 14 Jan., 1853.

Mary-Lettice-Paony-Webb; died in infancy.

John Woods of Godingtun, surgeon; died 1748 (o.s.).

And others.

Thomas Woods of Godingtun, clothier; died 1779.

Ann Meale. Marriage settlement 1747-8; died 1805.

John Meale; died unmarried, 1745-7.

Philip-Barker Webb.

Robert-Smith Webb, daughter of Milford House, Lieut.-Colonel.

William Webb, Admiral.

Emily Mary, daughter of Sir Wm. Lake, K.C.B.

Hannah-Maria-Theresa Webb, Julius Webb, Emily-Carteret Webb.

John Woods = Anna, daughter of John Woods of Brook; died 1834.

Thomas Woods = Mary Ann of Haslemere; died 1815.

Henry Woods of Godingtun; twice married; died 1823, s.p.

(1) Catharine. = Robert-William Webb; = (2) Barbara Dorothea, daughter of Francis Hagozio, of Norsted House, Hants; d. 1853.

Golfrey; d.s.p.

Francis David.

Catherine, daughter of Colonel Wm Dale of Hawxwell Hall, Beaulieu, Yorks.

And daughter.

John Woods; migrated to Illinois in 1819. Twice married.

Thomas Woods of Rake.

And others.

David.

Mary.

Rhoda.