EARLY COALWORKS in HIGH LITTLETON

What follows are extracts from various documents, that relate to mining in High Littleton (Hallatrow is the subject of a separate file). There are probably more documents to be found at Somerset Record Office and a detailed transcription of the documents below may yield additional information. The transactions reflected give some idea of where mining was taking place in High Littleton, when and by whom. The documents preserved mainly cover transactions of the MOGG family (including their predecessors the HODGES') and the BURDETT family (including their predecessors the JONES' and BRITTONs). Doubtless there are further documents to be found amongst the papers of the POPHAM family and Earl of WARWICK.

The majority of these documents are coal leases, the persons named being the land owners, lessees and investors. In some cases an owner's land covered more than one parish. Where owners used their own employees to mine coal coal on their own lnad, no documents were generated so there is little or no record of these activities. Many of the early coalworks, from bell pits to larger mines such as Hayeswood, Old Tyning, New Tyning and Amesbury were just on the Timsbury side of the parish boundary with High Littleton. The parties to these ventures were frequently the same as those involved in activities within High Littleton and there are plenty of surviving documents relating to mining in Timsbury at SRO. However, one must draw a line somewhere and these have been ignored here.

The extracts which follow are more or less in chronological order. One can find many documents later on, which refer back or relate to earlier ones. Many of the coalworks referred in these documents may be little more than bell pits but some may refer to named pits. However, it has often not been possible to identify them as such.

By indenture dated 20 Jan 15 James [1617/8] Thomas HODGES alias MYLLARD of High Littleton, yeoman, in consideration of £126.13. 4, sold to John BRITTEN of High Littleton, yeoman the Lordship of the Manor of High Littleton and some 20-25 acres of land and tenements. There was no mention of coal in the document. This was only part of HODGES' land holding in High Littleton. BRITTEN already owned Rugbourne and a lot of land in High Littleton.

Extract of Indenture made 25th Jul 9 Charles [1633] between Thomas HODGES als. MILLERD of High Littleton, yeoman (1) & John BRITTEN of High Littleton, yeoman (2).

Whereby in consideration of ?£800 (receipt of which is acknowledged), Thomas HODGES grants to John BRITTEN right to dig for coal on any part of his land (except under houses), belonging to the Rectory or Parsonage of High Littleton, which HODGES holds in fee simple, with passage to cart away stone coal; paying for trespass and damage to HODGES and his tenants, as adjudged by arbitrators, one each to be appointed by HODGES & BRITTEN.

To have & to hold for 99 years, yielding and paying yearly rent to HODGES of 12 pence at the Feasts of St. Michael the Archangel [29 Sep] & Annunciation of the Blessed Virgin Mary [25 Mar] & also allowing to HODGES & his heirs as much stone coal as he shall burn or use in his dwelling house in High Littleton during the term & filling up all the useless pits.

BRITTEN covenants that within 12 months next after the expiration of the term to dam & fill up all such pits as he & his workmen shall make upon the demised premises & will yearly pay trespass etc.

Upon the condition that, if HODGES shall pay BRITTEN the sum of £800 on 25 July 16?? at the dwelling house of BRITTEN in High Littleton, this demise, lease and grant shall cease & have no effect.

Sgd. Thomas HODGES in the presence of Lawrence HODGES, Nich. LOCK, John LOCKE.

[SRO DD/TD Box 33 – not very easy to read].

Extract of Articles of Agreement made 30 Sep 12 Charles [1636] between Thomas HODGES of High Littleton, yeoman (1) & John BRITTAINE of High Littleton, yeoman (2).

Imprimis - in consideration of £360 paid to Thomas HODGES by John BRITTEN, HODGES covenants that he will within 1 month next, at the cost of BRITTEN, convey to the latter the following messuages, lands, premises etc.

Messuage or tenement with appurts. now in the tenure of John GAGE, by copy of Court Roll, under the yearly rent of 11s.

& also 4 grounds, sometime parcell of said tenement, now in the tenure of Joseph PURNELL, likewise by copy of Court Roll under the yearly rent of 6s.,

& also all those other grounds heretofore part of the said tenement, now in the tenure of William HARRIS, by Court Roll under the yearly rent of 3s.

& also all those grounds heretofore belonging to the said tenement, now in the tenure of Joseph SAMBORNE, by Indenture under the yearly rent of 6s.

& also all that other tenement with appurts., now in the holding of William COLLIER, by copy of Court Roll, under yearly rent of 9s.,

& also all that one other ground with appurts., now in the tenure of John SMITH als. DASHFEILD, by copy of Court Roll, under yearly rent of 3s.,

& also all that one other tenement with appurts., now in the tenure of Thomas TYLER, by copy of Court Roll, under yearly rent of 4/6d.

& also all that other tenement with appurts., now in the tenure of Robert HILL in Hallatrow, also by copy of Court Roll, under yearly rent of 3s.

All the said premises are situated in High Littleton & Hallatrow.

By which said conveyance the said HODGES will grant the said messuages, lands, premises etc. to BRITTEN, to do with as he wishes, excepting

the copyholds & grants of John GAGE, Joseph PURNELL, William HARRIS, Joseph SAMBORNE, William COLLIER, John SMITH als. DASHFEILD, Thomas TYLER & Robert HILL heretofore made & granted

& also a lease of the Coalworks formerly made to BRITTEN

HODGES covenants with BRITTEN that henceforth all herriots, profits etc. from the lands, messuages & tenements shall accrue to BRITTEN.

HODGES covenants with BRITTEN that at any time in the future, upon reasonable request of BRITTEN, he will do whatever is necessary to perfect BRITTEN's title to the lands etc.

Sgd. Thomas HODGES in the presence of John LOCKE, Thomas READE, John HODGES of Littleton & Francis COLLIER als. JONES.

(True copy of the original examined by Robert CANNINGTON, Jo. CLUTTERBUKE, Sa. HEATH.

5th February 1658.)

[SRO DD/TD Box 33].

The Bath Corporation, as trustees of the lands owned by St. John's Hospital, granted <u>a lease in 1640</u> for "all that coleworks, colemynes, vaynes of cole belonging to a messuage or tenement lyeinge in Timsborowe and Littlton and now in the occupation of Bridgett CHILTON, widdowe."

Councillor Robert FISHER paid a fine for the colinge of £10. 10s. in 1640 followed by a yearly rent of 6s. 8d.

Extract of Indenture made 11 Nov 1657 between Thomas HODGES of High Littleton, yeoman, Mary BRITTEN the relict and executor of John BRITTEN, heretofore of High Littleton, yeoman, dec'd & Edward JONES the younger of Burcott, yeoman, which said Edward the said Mary BRITTEN intends to marry (1) & Stephen HASKETT of Wells, mercer & Peter LOCKE of Chew, tanner, trusted friends of said Thomas HODGES, Mary BRITTEN & Edward JONES the younger (2).

Whereas said John BRITTEN has by Indenture dated 27 Jan 15 Charles [1640] for consideration therein stated, granted to said Thomas HODGES:

2 closes of pasture ground lying & adjoining together, called Heygrove [*north of Rotcombe Common*], containing 7 acres,

1 close of arable or pasture ground called the New Tynings [North & east of Mearns], containing 10 acres,

& close of meadow & pasture ground adjoining to New Tynings, called Morden, containing 4 acres,

1 close of arable land also adjoining said New Tynings, called the Upper New Tyneings, containing 3 acres,

1 close of pasture or arable ground adjoining New Tyneings on the west side thereof, called the Younder New Tynings, containing 4 acres,

1 piece of arable ground lying over against Stoakes Field [*Stockshill on opposite side of road to Great Mearns*], containing 4 acres,

1 close of meadow and pasture now divided in two, called Culverhayes [*adjoins Barton of Rugbourne*], containing 3 acres,

1 close of meadow and pasture ground lying on the west side of the Barton of the said John BRITTEN, called the close, abound the house, now also divided in two, containing in the whole 7 acres,

& 1 close of arable ground lately inclosed out of the common of High Littleton, called the Common Close, containing 8 acres,

lying in High Littleton & then in the tenure or occupation of said John BRITTEN, to have & to hold all the land, from 25 March next after the date of the said Indenture, for 4 score & nineteen years, at a yearly rent of 6d.

& Whereas said John BRITTEN did by another Indenture dated 13 October 21 Charles [1645], for consideration therein stated, grant to said Thomas HODGES:

his close of meadow ground, called the Lower Meade, containing 10 acres, adjoining to the Orchard of said John BRITTEN,

1 ground called the Little Mearnes, containing 2 acres,

& 1 ground called the Greate Mearnes [site of Mearns pit], now divided in 2 grounds, containing 7 acres,

lying in High Littleton & then in the tenure of said John BRITTEN, to have & to hold for 99 years under the yearly rent of 1 penny,

& Whereas John BRITTEN in <u>his last Will, bearing date 10 July 1656</u>, bequeathed to said Mary his then wife all his goods & chattels, & ordained her executor, & to receive the income thereof until his son John marries or becomes 21,

& Whereas both the said Indentures were made by John BRITTEN to Thomas HODGES for the security of certain sums of money then owing by John BRITTEN to Thomas HODGES, of which an account was made between Thomas HODGES & said Mary BRITTEN, since the decease of her husband, there remains owing by John BRITTEN to Thomas HODGES £200.

Now, Witnesseth that Thomas HODGES, by & with the consent of said Mary BRITTEN & Edward JONES, testified, by their being parties hererunto & signing & sealing the same, for the better raising & payment of the said £200 so due & to the ends that the profits of the lands of said John BRITTEN may be enjoyed according to the intent of the Will, has granted to Stephen HASKETT & Peter LOCKE all the land & premises, to have & to hold upon Trust, that Stephen HASKETT & Peter LOCKE shall permit Thomas HODGES to receive the rents & profits of the premises towards the payment & discharge of said £200, until fully paid or until Mary BRITTEN or Edward JONES shall pay, before John BRITTEN the son is 21 & after then Stephen HASKETT & Peter LOCKE shall permit the said John the son to receive the same, during the remainder of the term, he giving a lawful discharge to his mother for her thirds or dower of the land of her dec'd husband & securing her by good assurance in the land, during her natural life. And, in case John BRITTEN the son dies under 21, then Stephen HASKETT & Peter LOCKE shall grant the premises for the residue of the term to the right heirs of said John BRITTEN the father, after such time as the £200 & interest is fully paid & Mary assured for enjoyment of her dower or thirds.

Signed, sealed & delivered by Thomas HODGES, Mary BRITTEN x mark, Edward JONES in the presence of Ri. HICKES, James CLUTTERBUKE, Ri. MARTIN.

[SRO DD/TD Box 33]

Extract of Indenture made 20? Feb 1657 [1657/8] between Mary BRITTEN of High Littleton, widow & Edward JONES the younger of Burcott, yeoman (1) & Thomas HODGES of High Littleton, yeoman & Stephen HASKETT of Wells, mercer, friends trusted by said BRITTEN & JONES (2).

Whereas John BRITTEN, heretofore of High Littleton, yeoman, late husband of said Mary, <u>by Indenture made</u> <u>16 Sep 1652</u>, for the consideration therein expressed, granted to John HARRIS of Hallatrow, husbandman, James GREGORY & Peter GREGORY of Midsomer Norton, miners,

All his stoane coale mines & stone coale to be found on ground called Combe [*east side of Langford's Lane near Goosard Lane*], then in the tenure of John LANE of Clutton, husbandman,

two other grounds of the same name thereunto adjoining of said John [LANE], John BRITTEN's,

& another of the same name in the tenure of John HARRIS,

& also 2 grounds of said Thomas HODGES, called New Close & Broad Close & a ground of Edward RUDDOCKE called Hodges' Bars [*all 3 on east side of Langford's Lane & south of Combe*], in manner & form following, viz:

John HARRIS 1/8 part of the working of the coal,

rest to James GREGORY & Peter GREGORY,

for 10 years from henceforth, paying to John BRITTEN 1/6th of all coal, whose vaine shall be under 2 foot in thickness as shall be landed on the last mentioned premises & 1/5th part, if said vaine shall be 2 foot & upwards in thickness.

And Whereas by another deed dated 8 Jul 1656, granted to William ALLEN of Timsborow, yeoman & John DANDO of High Littleton, coale minor:

All his 3 vaines of coale called the Mill Vaine & the 2 Broome Hill Vaines, on any part of the lands whatsoever of said Thomas HODGES in High Littleton, with liberty to dig & mine for coale on any of the lands of said John BRITTEN & Thomas HODGES in High Littleton,

for 15 years, paying John BRITTON 1/6th of all coale landed.

& Whereas John BRITTEN in his last Will dated 10 July 1656 gave to his then wife Mary all his goods & chattels & free parts of coal etc., until John BRITTEN his son is 21, ahe maintaining him until that age,

& Whereas a marriage is intended between Mary BRITTEN & Edward JONES the younger [*married 25 Feb 1657/8*], now, in consideration of the marriage etc., the free part & income of the coal workings, derived from grants by John BRITTEN to John HARRIS, James GREGORY & Peter GREGORY by Indenture dated 16 Sep 1652 & indenture of 8 Jul 1656 by John BRITTEN to William ALLEN & John DANDO, is granted to said Thomas HODGES & Stephen HASKETT, to the intent that Mary BRITTEN & Edward JONES may take the profits of the premises during the term aforesaid.

(Sgd) Thomas HODGES, Stephen HASKETT in the presence of James STURMAN, Ric. MARTIN, Robert PURNELL, Simon COTTON.

[SRO DD/TD Box 33].

Extract of Agreement dated 20 Feb 12 Charles II [1660].

Witnesseth that John BRITTEN of High Littleton ?gent. grants to Edward JONES of High Littleton, ?yeoman, grants to Joane DANDO of same, widow, coal mines, veins etc. on land of Thomas HODGES als MILLARD the elder of High Littleton for 99 years for a consideration of ?? /seven pence?

(Sgd) John BRITTEN. Witnessed by John SPARKSx mark, Francis CHALONER, Rich. CHALONER. (very badly worn and almost impossible to read) [SRO DD/TD Box 33].

Extract of Articles of agreement made 26 Feb 19 Charles II [1666/7] between Thomas HODGES of High Littleton, yeoman (1) & Edward JONES of same, yeoman (2).

Imprimis – Thomas HODGES covenants with Edward JONES that he may peaceably enjoy one ground, now in possession of Thomas HODGES, called the Homemead [*between Church & Langford's Lane*], lying on the south of and below the orchard & sawpit in High Littleton, during the time there is any warke or rubbish thereon landed and lying upon, except what wark & rubbish belongs to said Thomas HODGES, to rid & cleanse or, as is sufficient & needful, to fill only 2 pits, if necessary, to be used for air pitts. And further, to hold & enjoy the ground called the Homemead, until the ground, whereon the warke did lie, be as good as the soil & ground about & joining it, except Edward JONES first satisfy and pay Thomas HODGES for all the trespass & damage of Thomas HODGES, by reason of any trespass in or belonging to Homemead shall sustain & suffer, according as two indifferent men chosen shall adjudge or an umpire decide. In case the wark cannot be received on land in the lane or waste adjoining, then in one place in the same ground, where Thomas HODGES appoints.

Item – Edward JONES covenants with Thomas HODGES that he shall, in consideration of the [?use of] said Homemead, pay the yearly rent of £12 upon the Feasts of St. Michael the Archangel [29 Sep] & Annunciation of the Blessed Virgin Mary [25 Mar] by equal portions & said Edward JONES to have the yearly trespass of the warkheaps now lying in one ground of Thomas HODGES, called North Hayes [behind & west of Church Farm], included in this agreement.

Item – Edward JONES covenants with Thomas HODGES that if he, Edward JONES, ploughs or digs up Homemead, except the ground whereon the wark & rubbish now lies & covers, which ground is to be digged or ploughed & laid plain for the improvement of the same, or mow Homemead, except every third peice, it shall then be lawful for Thomas HODGES to take & carry away half the crop of corn & grain & half the hay, besides & above the yearly rent.

Item – Edward JONES covenants with Thomas HODGES that Thomas HODGES, during the time & term aforesaid, shall have free passage upon all occasions, to & from Longfornes Way & also free liberty to cut, shroud or fell trees at fitting times & to cart away the same.

Lastly – Edward JONES covenants with Thomas HODGES that he, Edward JONES, shall keep & leave the bounds belonging to Homemead (with it also against Mr COTTEN's [*vicarage*]) & the sawpit towards the other orchard in sufficient & good repair & to shroud no trees without consent of Thomas HODGES.

Signed, sealed & delivered Edward JONES in the presence of John TYLER, Richard DANDOx mark. [*SRO DD/TD Box 33*].

Extract of Articles of Agreement indented made 17th April 19 Charles II 1667 between Thomas HODGES the elder of High Littleton, yeoman, Thomas HODGES the younger, son of said Thomas HODGES the elder, of Stratton, yeoman (1) & Edward JONES of High Littleton, yeoman & Jone DANDO of same, widow (2).

Imprimis – Thomas HODGES the elder & Thomas HODGES the younger grant & agree with said Edward JONES & Jone DANDO that Thomas HODGES the elder & Thomas HODGES the younger will grant estates in the lands granted for Coleworking by said Thomas HODGES the elder to John BRITTEN, late of High Littleton, dec'd, to dig & find & work for cole upon the same lands, or dispose of as they wish, for the unexpired term, as expressed in an Indenture made between Thomas HODGES the elder & John BRITTEN, bearing date 21 [?25] July 9 Charles [1633].

Item - Edward JONES & Jone DANDO likewise covenant with said Thomas HODGES the younger that they shall fill up all such pits, as are sunk by their workmen on the lands granted by said Thomas HODGES the elder

to said John BRITTEN dec'd, within 12 months next after the pits shall be unserviceable for the landing of cole there, excepting only such pits as shall be left open for air, for the advantage & good of the said colework and will be ordered by two able coleminers, whence one to be chosen by said Thomas HODGES the younger & the other by Edward JONES & Jone DANDO, which of the said pits & how many shall be left for air pits; And shall rid and carry away the wark & rubbish & lay the same as is before limitted & appointed; And further, that said Edward JONES & Jone DANDO shall, within 2 months next after the said wark & rubbish shall be hauled & landed, well and truly pay to said Thomas HODGES the younger & tenants holding any of the land, such trespass & damage as Thomas HODGES the younger or the tenants shall suffer & receive, by reason of the hauling of the wark & spreading of the ground & in spoiling the ground, where the pits were sunk & the adjoining ground & for lying of the warke, if it shall be hauled into same & not in the wast or highways, as two arbitrators, one chosen by Thomas HODGES the younger & one by Edward JONES & Jone DANDO, shall adjudge; &, if the umpire shall not agree, then the Vicar of Chewton shall conclude it; All other trespasses to be referred to the Lease granted by Thomas HODGES the elder to John BRITTEN dec'd.

Item - Edward JONES & Jone DANDO further covenant with Thomas HODGES the younger, during the unexpired portion of the lease granted by Thomas HODGES the elder to John BRITTEN dec'd for the working of cole upon the land of Thomas HODGES the elder in High Littleton, which Thomas HODGES the elder held in fee simple, to allow to Thomas HODGES the younger so much stone cole, great & small, landed on the lands granted by Thomas HODGES the elder aforesaid, as said Thomas HODGES the younger shall have occasion to burn for necessary uses and for one family or household only at one time, at & in the farm or Parsonage house in High Littleton & shall permit Thomas HODGES the younger & his servants to take & carry away the same. And further to allow Thomas HODGES the younger as much small cole or lime cole as he shall have occasion to burn for the making of lime, chiefly for his own use, paying for the same at the rate of 6d. per quarter. And, if there shall be no lime cole landed or it is unserviceable for the purpose or not to the liking of Thomas HODGES the younger, then it shall be lawful for Thomas HODGES the younger or his workmen, at his own cost, to dig for lime cole only on the ground called the Common, belonging to the tenement which widow LANE now enjoyeth & upon one other ground called Dancing Hill, part also of the Common [both between Rosewell & Stephen's Hill, lately enclosed, and the same lime cole to land or carry away for the above purpose, paying such reasonable trespass as two indifferent men, one chosen by Thomas HODGES the younger & one by Edward JONES & Jone DANDO, shall adjudge.

Item – Edward JONES & Jone DANDO likewise covenant with Thomas HODGES the elder that, in consideration of ?ten [*faded*] shillings yearly, to be paid by Thomas HODGES the elder to Edward JONES & Jone DANDO at the two most usual feast days i.e. St. Michael the Archangel [29 Sep] & Annunciation of the Blessed Virgin Mary [25 Mar] by equal portions, he the said Thomas HODGES the elder & his servants shall, if any stone cole is landed on the lands, take away so much of the same first to be delivered at the pit, whence it shall be landed, as Thomas HODGES the elder shall have occasion to burn for necessary use in his own house or in a hired house in which he dwelleth in High Littleton & not elsewhere; And further, that he Thomas HODGES the elder & his servants shall take & carry away so much lime cole, if any shall be landed, as he shall have occasion to burn in & for making of lime, to be imployed in or near High Littleton, paying 6d. per quarter. And, if he shall dislike the said lime cole, then it shall be lawful for Thomas HODGES the elder & his workmen, at his own expense, to sink & dig for lime cole only in & upon the ground called the Common & Dancing Hill, paying such reasonable expenses as two indifferent men shall adjudge, as before.

Lastly - all the parties, Thomas HODGES the elder, Thomas HODGES the younger & Edward JONES & Jone DANDO, covenant that, if the level or gowte now brought up into one ground of the said Thomas HODGES the younger, called the [*faded*] ?Mead, adjoining to the dwelling house & carrying on toward Gravell [*Greyfield*] or, if a level or gowte shall be driven up and made in or through Dancing Hill & the level or gowte shall be sould by one of the parties, within the term of years in the Indenture of Lease made by Thomas HODGES the elder & John BRITTEN dec'd, then half the consideration for the level or gowte sould shall remain to Edward JONES, one third to Thomas HODGES the younger & one sixth to Jone DANDO. And further, if the coleworks & cole within the fine or yearly rent & cost of landing the cole & receive half of the profit etc.; likewise one third to Thomas HODGES the younger & one sixth to Jone DANDO.

Signed, sealed & delivered Thomas HODGES the elder, Thomas HODGES the younger in presence of Simon COTTON, John BRITTEN, Joseph DANDO.

[SRO DD/TD Box 33].

Extract of Articles of Agreement made 17th April 19 Charles II 1667 between Thomas HODGES the elder of High Littleton in the County of Somerset, yeoman, Thomas HODGES the younger, son of said Thomas HODGES the elder, of Stratton in the county aforesaid, yeoman (1) & Edward JONES of High Littleton, yeoman & Jone DANDO of same, widow (2).

Thomas HODGES the elder & Thomas HODGES the younger covenants with Edward JONES & Jone DANDO that as often as they let lands, granted for coleworking by the said Thomas HODGES the elder to John BRITTEN, late of High Littleton, dec'd, reserve power and authority for Edward JONES & Jone DANDO, their workmen etc. to dig for cole upon the same land for the remainder of the period set out in the Indenture of Lease between Thomas HODGES the elder & John BRITTEN, dated 20[?25] July 9 Charles [*1633*].

Signed, sealed & delivered Thomas HODGES senior, Thomas HODGES jun'r in the presence of Simon COTTON, John BRITTEN, Joseph DANDO.

[SRO DD/TD Box 33].

In a <u>deposition given in a libel case in 1682</u> James WHITEHEAD, aged 24, coledriver of High Littleton, mentioned that he met John COX and Jeffrey COX at High Littleton colepitt. This rather suggests that only one pit was in operation at that time.

Extract of Agreement dated 30 Oct 1689 between Thomas SKREEN of Bathford, clothier (1) & Thomas HODGES of High Littleton, yeoman (2)

Whereby Thomas SKREEN grants Thomas HODGES a licence to dig for coal on any of his land in High Littleton & Timsbury for 60 years at a yearly rent of 1d. plus one tenth of all coal landed or money equivalent; & whereas Thomas HODGES has paid for Thomas SKREEN 52s. to George SHORT of Timsbury & 18s. towards law charges in Chewton Court, he may deduct this from freeshare paid to Thomas SKREEN. (Sgd) Thomas HODGES. Witnesses Thomas HARRISx (mark), Tho. SKRINE. [*SRO DD/MGG/2*].

Extract of Marriage Settlement dated 19 October 1698 between Mr Thomas HODGES of High Littleton, gent. & Anne his wife (1) & Hannah HARDING & Joane SUMNER of Hinton Charterhouse, widows (2) & Henry WEARE of Beach in Bitton, gent., William HARDING & John HARDING of Hinton Charterhouse, gents. (3). Whereby in consideration of a marriage already solemnized & in pursuance of an agreement of 18 Apr last between Thomas HODGES (1), Anne (then HARDING, spin.) (2) & Hannah HARDING & Joane SUMNER (3) & the sum of £600 and in consideration of 5s. Thomas HODGES conveys into trust as Anne (his wife)'s jointure etc. the following:

Capital messuage, where Thomas HODGES now lives & all buildings appertaining	
& meadows & pasture adjoining, called Home Mead [South-east of HL House]	14 acres
Close called New Close	9 acres
2 closes adjoining New Close, called Raymeads	10 acres
Close called Broadmead, adjoining a close called Broadclose	6 acres
Close called Wiscum	4 acres
Close adjoining Wiscum called Gripp	4 acres
2 closes of arable called Dickett Meads	7 acres
Close called North Hays, adjoining north end of barn of capital messuage [North-west	
of Church Farm]	7 acres
Close adjoining North Hays, called the Common	6 acres
Close called Goor	4 acres
Close called Dancing Hill	3 acres
Close called Broomhills	18 acres
with liberty to fetch coal from pits already dug, for burning in the capital message $\&$	not elsewhere

with liberty to fetch coal from pits already dug, for burning in the capital messuage & not elsewhere, as long as Thomas HODGES enjoys the same, by virtue of several coal leases in High Littleton and part of the rectory of High Littleton, now in possession of Thomas HODGES.

Another messuage or tenement, barns, garden etc.adjoining in High Littleton, in possession of Jone DANDO, widow [Research]

Close called Rowsells Broad Close	5 acres
Close called Elm Hays	3 acres
Close called Hilswell	6 acres
Rowsells Common, adjoining close called Gravells	8 acres
Close called Giddlemead	1 ¹ / ₂ acres
Close called Honygarston	2 acres
³ / ₄ Close called Reads Common	5 acres
all in High Littleton & in possession of Thomas HODGES and late was in the	
possession of Edith ROWSELL [ROSEWELL] & Thomas READ	
Close called Rydens	6 acres
Close called Pease Close	4 acres
these two now in possession of John BRITTON Esq.	

Provided that Thomas HODGES may at any time in his lifetime, with consent, dispose of Rydons & Pease Close & with the proceeds buy in exchange a close called Broad Close (10 acres), now in possession of Thomas HODGES by an exchange made with John BRITTON dec'd, g'dfather of said John BRITTON; & lease out coal etc. & lease premises in tenure of Joane DANDO to Joane DANDO for her life & life of her son Joseph DANDO.

[SRO DD/MGG/2].

Extract of Agreement made 12 Dec 10 William III [1698].

..... Whereas Thomas HODGES of High Littleton is entitled to a third part of the coal in certain lands in Timsbury, heretofore purchased by William BRICE from Charles BUCKLAND Esq. of West Harptree & in a third part of the coal in other land in Timsbury, heretofore purchased by Thomas GIBB from Richard WEBB of Witcombe for the remainder of a 99 year term; Henry BULL of Midsomer Norton said he had been promised a grant from ... BUCKLAND Esq., who was entitled to two eighths of the coal etc., and approaches Thomas HODGES to be concerned and said it would be necessary to set up a wheele & make a level for draining of the coal in Thomas HODGES to come in as a one eighth times one third partner in the coal from the whole works, whereupon he made a lease for 21 years etc. etc. [SRO DD/MGG/3].

Extract of Indenture made 9th July 5 George 1719 between Elizabeth IRISH of Wells, widow (1) & William NASH of Wells, gent. (2).

Whereas Thomas HODGES als. MILLARD of High Littleton, yeoman by Indenture dated 25th July 9 Charles [*1633*] granted to John BRITAIN of High Littleton, yeoman, since deceased, all that his stone coal veins & stone coal whatsoever he had or might be discovered on any part of the Glebe lands belonging to the Rectory or Parsonage of High Littleton & also free liberty for John BRITAIN & his assigns to dig, make or sink any manner of pits or works for coal or for passing, running, conveying or carrying away of the water from such pits or works, in or upon any part or parcel of the said Glebe or other lands, other than under houses & also free liberty of ingress & egress & regress to and for the said John BRITAIN, by convenient ways & passages for waynes, carts, horses & men, to carry away the stone coal etc., allowing at the end of every year, during the continuance of the grant, such reasonable recompense as, in the judgment of two indifferent men as may be nominated by Thomas HODGES & John BRITAIN, shall be thought reasonable, for sustaining damage through digging, sinking & breaking the lands;

To be held for 99 years at a yearly rent of 12 pence.

& Whereas John BRITAIN, by his last Will & Testament dated 10th July 1656, proved in the Prerogative Court of Canterbury, appointed Mary his wife as his residuary legatee & executrix,

& Whereas said Mary afterwards married Edward JONES of High Littleton & afterwards died,

& Whereas administration of the goods & chattels unadministered by said Mary was granted to Elizabeth IRISH her daughter the 12th May 1691, at the Consistory Court of Bath & Wells;

Witnesseth now that Elizabeth, in consideration of 5s. paid to her by William NASH, grants to William NASH all the stone coal veins & stone coal etc., as granted by the original lease; to have & to hold the said veins of coal to William NASH during the residue of the term of 99 years, on payment of the yearly rent etc & assigns the same to William NASH in trust for Elizabeth IRISH etc.

Signed, sealed & delivered Elizabeth IRISH in the presence of P. DAVIS, Jo. REED. [*SRO DD/TD Box 33*].

Extract of Articles of Agreement made 30th Nov 8 George 1721 between Elizabeth IRISH of the Liberty of St. Andrew, Wells, widow, Joseph DANDO the elder of High Littleton, yeoman & Joyce DANDO of High

Littleton, widow (1) & Samuel WEST the elder & Samuel WEST the younger of Farrington Gurney, coleminers & William HEALE of Temple Cloud, coleminer (2).

Imprimis - Elizabeth IRISH, Joseph DANDO the elder & Joyce DANDO, in consideration of the yearly rent, reversions, covenants etc. from Samuel WEST the elder, Samuel WEST the younger & William HEALE have granted & farm let to Samuel WEST the elder, Samuel WEST the younger as to ³/₄ & William HEALE ¹/₄ of the coleworks, colepits, colemines & veins of cole now in digging, working or sinking or that may be found, dug or sunk, upon all of the ground hereinafter mentioned, viz:

One close of ground called Broome Close, One other close called Rudges, One other close called the Common, Pease Close, Do. Meadow, Do. Do. Long Close, The three closes called Berrymeads, One other close called the Plotts, the Furlong, Do. Do. the Five Acres. Do. North Hayes, One close called Mr Hodges's Common, adjoining to it the 2 orchards, One other close called Mr Hodges's meadow, [unreadable] Close with a Backside. Do. Do. Smith's ?Parke near the house, Do. West Coombe.

With free liberty of making, digging or sinking any manner of pitt or works for cole or for passing, running, conveying or carrying away of the water etc. on any part of the premises, except under the house, with free ingress etc. for Samuel WEST the elder, Samuel WEST the younger & William HEALE, their workmen etc. for waynes, carts, horses etc. to carry away the cole...... all in High Littleton; reserving out of the demise the right of Thomas HODGES, gent. to as much cole free for his own use as will serve his house; & also excepting to Elizabeth IRISH, Joseph DANDO the elder & Joyce DANDO so much cole, big or small, as they shall land, for their respective dwelling houses during the term, to be dug, raised, landed & brought up from such coleworks as are now in work or which shall be sunk; To have & to hold ³/₄ to Samuel WEST the elder & Samuel WEST the younger & ¹/₄ to William HEALE, for 10¹/₂ years now next ensuing, yielding & paying to Elizabeth IRISH, Joseph DANDO the elder & Joyce DANDO the yearly rent of £150 at 1st July & 1st Jan, the first payment to be made on 1st July next.

Samuel WEST the elder, Samuel WEST the younger & William HEALE covenant to Elizabeth IRISH, Joseph DANDO the elder & Joyce DANDO to pay all rates, taxes, payments, dutys & impositions arising on the said demised premises.

Item – It is covenanted that Samuel WEST the elder, Samuel WEST the younger & William HEALE provide Elizabeth IRISH, Joseph DANDO the elder & Joyce DANDO with as much great & small coale of the coleworks free, without demand, as they shall use in their houses & Elizabeth IRISH, Joseph DANDO the elder & Joyce DANDO or their servants & workmen with horses, ploughs, carts & carriage may fetch & carry away the same as they wish without disturbance; & also, in case any trespass is committed, Samuel WEST the elder, Samuel WEST the younger & William HEALE shall discharge within 2 months such damages as two indifferent persons adjudge; & indemnify Elizabeth IRISH, Joseph DANDO the elder & Joyce DANDO against such cost.

Item – It is further agreed that Thomas HODGES is to have such lime cole raised on the premises as he likes, at a price of 6d. per quarter & 4d. a week during the term but, in case none is raised, then Thomas HODGES is at liberty to raise it himself for his own use on the Common there; & Samuel WEST the elder, Samuel WEST the younger & William HEALE covenant not to make any work or bring the Levell within 10 foot of the Liberty of Clutton.

Any breach of the covenants will allow Elizabeth IRISH, Joseph DANDO the elder & Joyce DANDO to retake possession of the premises.

(Sgd.) Samuell WEST, Sam'ell WEST Jun., William HEALE in the presence of Wm. SHERSTON, Tho's BUTLER.

[SRO DD/TD Box 33].

Extract of Indenture made 26 Feb 5 George II 1731 between Thomas HODGES Esq. of High Littleton, heir at law of Thomas HODGES the elder dec'd, George HODGES, gent. son of first named Thomas HODGES (1) & Elizabeth IRISH the elder of Wells, widow, Elizabeth IRISH the younger of Wells, spinster, daughter of said Elizabeth IRISH the elder, Joyce DANDO of High Littleton, widow, Hannah DANDO of same, widow, legal

representatives of John BRITTEN, formerly of High Littleton & of Edward JONES & Joan DANDO, since dec'd, Samuell WEST of Farrington Gurney, William HEAL of Cameley, Joseph DANDO of High Littleton & Abraham QUARMAN the younger of Cameley, assigns of said Elizabeth IRISH the elder & Joyce DANDO (2). Whereas by Lease dated 25 July 1633 Thomas HODGES the elder demised to said John BRITTEN certain coal mines in High Littleton for 99 years & whereas in the said lease & in subsequent Articles dated 17th April 1667 satisfaction was to be made for the trespass in digging, sinking or breaking the lands & the holes made were to be filled up after the pits became useless & the wark was to be carried away & laid in proper places therein mentioned &, if not carried away, there should be as much paid as the ground it covered should be worth etc.

Now Witnesseth, that it is agreed between all the parties to these presents & said Thomas HODGES & George HODGES do release & discharge said Elizabeth IRISH the elder, Elizabeth IRISH the younger, Joyce DANDO & Hannah DANDO from all trespass & damages in respect of the premises now in possession of Thomas HODGES or his tenants, except for the trespass to Michaelmas last & the trespass to be paid to Samuel NELMES for damage done on the ground called Bromill, part of the lands mentioned, & except for the trespass for the ground called the Common, in consideration whereof Elizabeth IRISH the elder, Elizabeth IRISH the younger, Joyce DANDO & Hannah DANDO & said Samuell WEST, William HEAL, Joseph DANDO & Abraham QUARMAN the younger surrender to Thomas HODGES & George HODGES all their interest in the premises of Thomas HODGES, now in the possession of Thomas HODGES & George HODGES, except in a ground called New Tynings or Stall Close, for the remainder of a term ending on 25 July 1735 & to discharge Thomas HODGES & George HODGES from all trespass on said premises & it is further agreed that Thomas HODGES & George HODGES shall have as much hearth coal as they shall have occasion to burn for their own use in High Littleton & so much lime coal at 6d. per quarter as they shall have occasion for their own use & receive 4d. weekly during the remainder of the term; & it is further agreed that Thomas HODGES & George HODGES shall not demnify Samuell WEST & William HEAL on account of the level or otherwise during the said term.

(Sgd.) Thomas HODGES, Geo. HODGES in the presence of Phil. WHITAKER, Tho's READ jun'r, Tho's DANDO.

[SRO DD/TD Box 33].

Extract of Agreement made 21 Oct 1736 between Thomas HODGES Esq. of High Littleton, George HODGES, son & heir of said Thomas HODGES (1) & Elizabeth BREWER of Winchester, spinster, Robert HOULTON Esq. of Trowbridge, John JAMES, gent. of Welton, Richard HEWISH of Paulton, clothier, Joseph HILL & Jacob CARTER, both of Paulton, coleminers (2).

Whereby Thomas HODGES & George HODGES grant to Elizabeth BREWER, Robert HOULTON, John JAMES, Richard HEWISH, Joseph HILL & Jacob CARTER for 24 years from last michaelmas, for a consideration of £4 per annum, the right to enter a close belonging to Thomas HODGES, called Rosewells Broad Close in High Littleton, adjoining Littleton brook and at the west end of the close, where there had anciently been a weir erected, to erect & set up across half of the brook, a weir to divert the brook to the sole use of Elizabeth BREWER, Robert HOULTON, John JAMES, Richard HEWISH, Joseph HILL & Jacob CARTER to drive a wheel or engine for draining an intended cole works.

(Sgd) by all except HOULTON in the presence of John DANDO, Tho. DANDO. (Sgd) by HOULTON in the presence of Sam'l GILBERT, Elizabeth GILBERT. [*SRO DD/MGG/2*].

Extract of Indenture made 19 Apr 10 George II 1737 between John BRITTON Esq. of High Littleton (1) & William JONES Esq. the elder of Stowey (2), whereby John BRITTON, in consideration of brotherly love & affection for William JONES & valuable causes, gives to William JONES his messuages, tenements, curtilages etc. etc. at Rockbourne, High Littleton & Hallatrow & other places in Somerset & quarries, mines, veins of coal etc. & all freehold estates, right, reversions, redemptions etc. now in possession of John BRITTON & his tenants, from his decease.

(Sgd.) John BRITTON. [SRO DD/GL 165].

Extract of Deed of Gift made 24 Aug 16 George II 1742 between John BRITTON Esq. of High Littleton, whereby, in consideration of natural love & affection, which he has to his brother William JONES Esq. of Stowey & in consideration of £1,200 from me to him justly due & owing & in consideration of his becoming bound for me to several people in the city of Bristol for several sums of money still unpaid, gives to William JONES all his messuage, tenements & lands at Rockbourne, Hallatrow & High Littleton & elsewhere in Somerset & right to sell any part for 99 years or 3 lives, according to the Custom of the Manor of High Littleton, also all mines, veins of coal etc. in & upon the said manor, from his death.

(Sgd.) John BRITTON in presence of Elizabeth BROOKS, Edw. BISHOP, William HICKES.

[SRO DD/GL 165].

<u>Memorandum of Demise dated 3 November 1742</u> from George HODGES to Thomas BUSH of three tenths part of coal in four closes, called Broomhills, [*Prestacre*], Broomhill & Brookhay in High Littleton; except one eighth part of all such coals to be dug thereout or the full value thereof in money for the term of 20 years commencing 1 December 1742.

[SRO DD/MGG/3].

<u>Memorandum of Counterpart of Demise dated 3 November 1742</u> from George HODGES to Thomas BUSH of three tenths part of coal in the same four closes, for the term of 20 years commencing 24 May 1743, under an eighth freeshare. [*SRO DD/MGG/3*].

<u>Memorandum of Counterpart of Demise dated 3 November 1742</u> from George HODGES to Thomas DEEKE of three tenths part of coal in four closes, called Broomhills, Prestacre, Broomhill & Brookhays in High Littleton; for the term of 20 years commencing 1 December 1742, under an eighth freeshare. [*SRO DD/MGG/3*].

<u>Memorandum of Demise dated 2 November 1746</u> from George HODGES to John BUSH of a one sixteenth part of coal in closes, called Broomhills, Pressmead, Brookhays & Beanlands in High Littleton; for the term of 16 years commencing 1 December 1746.

Extract of Inquisition taken at the house of John BEALL in Bedminster 1st Feb 18 George 2 [1745] found that John BRITTON esq. died at High Littleton on 17th Sep 1742, without any issue and that the said BRITTON was at the time of his death seized by descent, as heir to John BRITTON his late father deceased, in the Lordship and Manor of High Littleton, with rights etc. and in messuages, houses, lands & in a messuage or tenement called Rockbourne in High Littleton & 104 acres of lands, meadows, pastures etc. thereto belonging and in other lands at Rockbourne, Hallatrow or High Littleton, namely:

Mansion House at High Littleton with outhouses, orchards, gardens etc.

Mansion House at High Littleton with outhouses, orchards, gardens etc.	
Close of ground called Lower Mead	10 acres
Close called Upper Mead	7 acres
Close called Bottom Wells	7 acres
Several closes called Ratcombe Close, The Mead, Barn Close, adjoining Wood Close,	
Wood Close, adjoining Ratcombe, all afterwards thrown into one close called Barn Clo	se 12 acres
Piece of land called Three Meads	3 acres
Piece of land formerly called Two Cribbs	10 acres
Close called Lay Close	2 acres
Ground called Honey Garston	$^{3}/_{4}$ acre
Tenements formerly called Harris' Customary Tenements	8 acres
Tenement formerly called Harris' Leasehold Tenement with shear shop and other building	
Close called Mr. Hodges' Close	$^{1}/_{2}$ acre
Ground called The Redfield	3 acres
Another ground called Redfield	4 acres
Paddock called Francis' Paddock	$1^{1}/_{2}$ acres
Peter's Cloudhill and ground adjoining Gooseheard Mead and Farm Mead	$16^{1}/_{2}$ acres
A tenement called James' tenement with 2 houses there	6 acres
Land at Ridens	2 acres
And more adjoining it	3 acres
Several Fee Farm or Lord's Rents issuing out of various lands in High Littleton, amounting to 4s.4 ¹ / ₂ d.	
Close called Mordon's Batch	3 acres
Close called Great Mordon's Mead	3 acres
Close on north side of Great Mordon's Mead	8 acres
Close called Limekiln Close	6 acres
Close called Little New Tyning	2 acres
Close called Hay Groves	12 acres
Parcel of land called The Piece	10 acres
Ground called Stockhill	4 acres
Ground called The Lyes	10 acres
Close called New Tyning	10 acres
Close called Oxleaze	3 acres

Close called Pease Close

4 acres

Several messuages and tenements, with land leased out for lives, in High Littleton formerly in several tenures or occupation of John TYLER, James EMLYN, Mr. Richard MOORE, William PARSONS, Jacob NASH, Thomas RUDDOCK, Jonathan PARSONS, James EMELYN, John HARRIS, John PURNELL, John PURNELL(*sic*), Thomas HARRIS, Cornelius TYLER, Jane TYLER, Jacob PARSONS, Jonathan TYLER, Robert BROADRIPP and Ezra LAMBOURN, as tenants to the said John BRITTON deceased, all in the Manor and Parish of High Littleton.

At the time of John BRITTON's death all the lands and premises were held immediately of the King and at the time of this Inquisition had a yearly value of ± 300 , besides a coalwork on part of the premises, which had a yearly value of ± 300 , the benefit of which was then enjoyed by William JONES esq.

The document relates that John BRITTON, father of the said John BRITTON, married on 1st May 1672 [not recorded in Register -? 14th February 1669/70 (unsubstantiated)] at High Littleton, Mary MOORE spinster [daughter of Francis MOORE], and by her begot John BRITTON, the son and heir (his only child) and then died, but Mary survived him. On his father's death [? 14th July 1674 (unsubstantiated)] the Manor descended to John BRITTON the son. After her husband's death Mary married on 1st May 1676 (sic) at High Littleton [? married at Clutton on 2nd Oct, by licence dated 30th Sep 1676] Samuel JONES esq. and had issue [Richard (born 1677, died young)], the said William JONES [(born 1679) and Elizabeth (born 1685)], so John BRITTON and William JONES were [half] brothers. In his lifetime, on 19th Apr 1737, John BRITTON agreed to give the Manor and premises, on his death, to William JONES the elder of Stowey, in consideration of brotherly love and affection etc. and further on 24th Aug 1742 John BRITTON entered into another similar indenture. John BRITTON died without issue on 17th Sep 1742 at High Littleton and by virtue of the indentures etc., William JONES became seized in the various premises at high Littleton.

The Inquisition found that William JONES should be entitled to the Manor etc. from John BRITTON's death. The order was signed on 12th May 22 George 2 [1749], by which time William JONES was dead. [SRO DD/GL 165].

William JONES' land in High Littleton and coal interests passed successively on his death (4 Jan 1748) to his spinster daughters Elizabeth (died 1 Sep 1783) & Mary (died 13 Sep 1791) and thence to their second cousin once removed Lady Elizabeth JONES (died 1800) & to the latter's nephew William Jones BURDETT. [*SRO DD/MGG/3*].

<u>24 Mar 1802 Assignment</u> of a 16th share in Coal Works at High Littleton from James BUSH to James SAVAGE Esq. (List of Documents – SRO DD/MGG/3).

Extract of Indenture of Lease made 14 Aug 1839 between William Jones BURDETT Esq. of Twickenham, Middx. (1) & Samborne Stucley PALMER Esq. of Timsbury (2).

Whereby William Jones BURDETT grants to Samborne Stucley PALMER a lease of all the coal mines, coal works, veins of coal etc. under William Jones BURDETT's land in High Littleton for 99 years from the day of the lease, for a consideration of one twelfth of the proceeds of all coal landed, excluding coal used in working any engine for the use of the work & allowance to the workmen as Bag Coal.

(Sgd) Samborne Stucley PALMER in the presence of John REES-MOGG, Cholwell. [*SRO DD/GL/168*].

General Information

<u>Heighgrove Collieries</u> were founded in 1753 by John BUSH and taken over in 1771 by the Heighgrove Coal Co. The coalworks were under land belonging to the POPHAM estate. There were actually three sites: Heighgrove, Heighgrove Engine and Woody Heighgrove, which together produced between 9,000 and 13,500 tons of coal per year in the mid-eighteenth century. In 1791 it was recorded that the pit had been "*long noted for admirable fuel*." The last recorded freeshare payment (to the POPHAM estates) was in 1819, when the pits had become uneconomic and were to be closed. The life of Woody Heighgrove was extended for a few years, when it was linked to Mearns Colliery. William Jones BURDETT was then the owner of the land above Woody Heighgrove.

Heighgrove Pit (or Haygrove as it was often called) was located on the north side of Heighgrove Farm. Access to it was from a coal road running south off the branch of Scumbrum Lane that runs from Zion Place (and the former Jolly Collier pub) to Cross Ways. Access to Heighgrove Lower (or Engine) Pit was from a coal road running south from the Cross Ways end of Hayeswood Road. Kingwell Cottages (demolished c.1967) were

built beside this old coal road. The name Heighgrove Engine was so named because of the use of a Steam Engine to wind coal. Evidence of the "Fire Engine", as it was then called, dates back to the 1790s.

Broom Hill

Over the centuries a lot of mining activity took place at Broom Hill between Bungays Hill and the Cam Brook and there are several old shafts in the area. At various times the colliery was known as Brombel or Brombells, whilst, on the plans deposited in 1793 in connection with the building of the Somerset Coal Canal, it appears to have acquired the name Allens Paddock Coal Work.

Coalworks at Rotcombe, Mearns & Woody Heighgrove, which were ultimately connected and Greyfield Colliery have been dealt with in a separate file.

Field names provide obvious evidence of coalworking with such names as Coal Acre etc. The 1793 Survey of High Littleton also indicated the whereabouts of former mine workings, e.g.

Owner Lady JONES – Tenant Cornelius HARRIS63Stall GroundMeadow/Pasture(7a. 2r. 2p.)(Several old workheaps want leveling & some draining)55Windmill Grounddo.(4a. 3r. 19p.)(Old workheaps want leveling)

MLB