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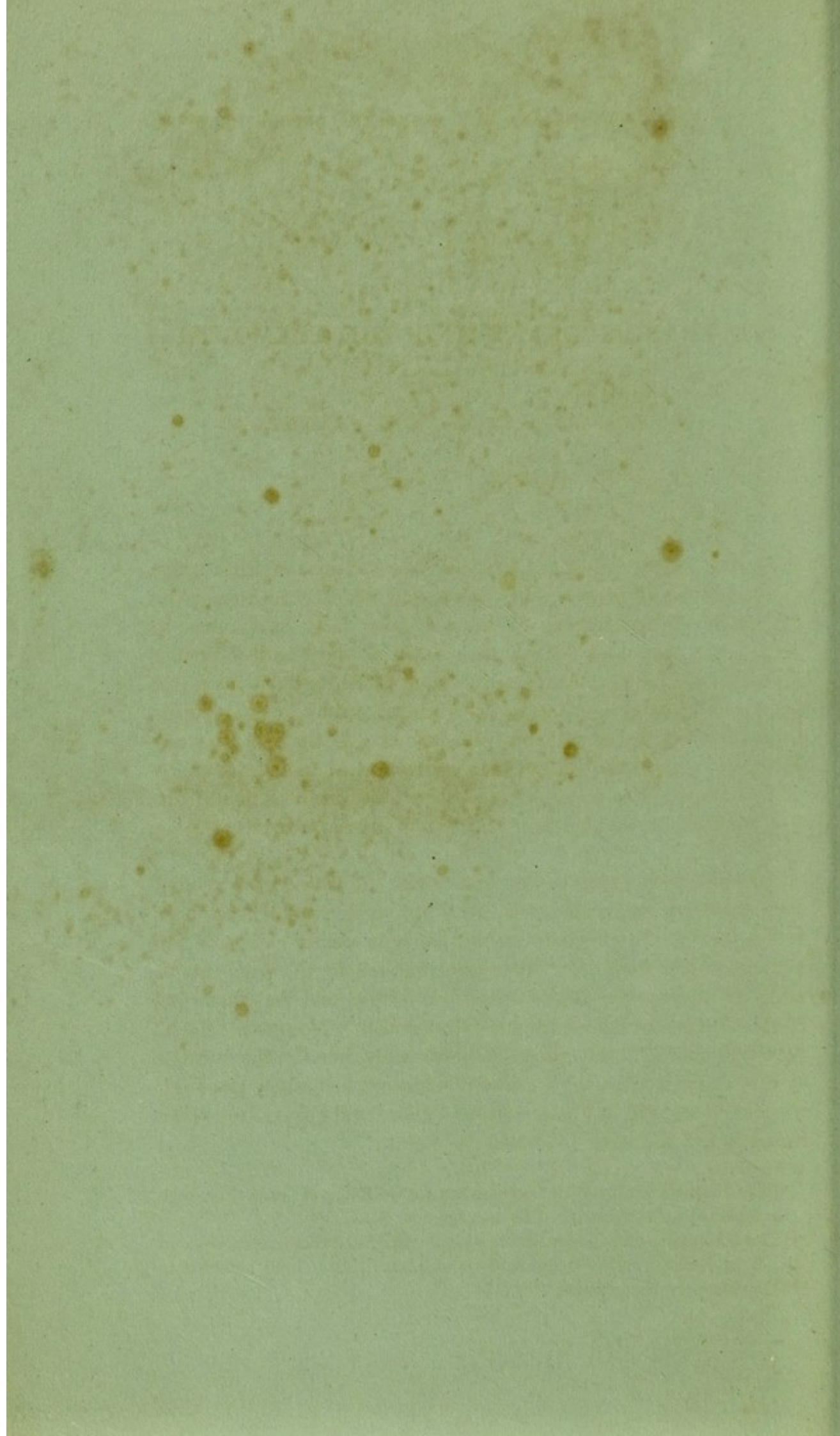
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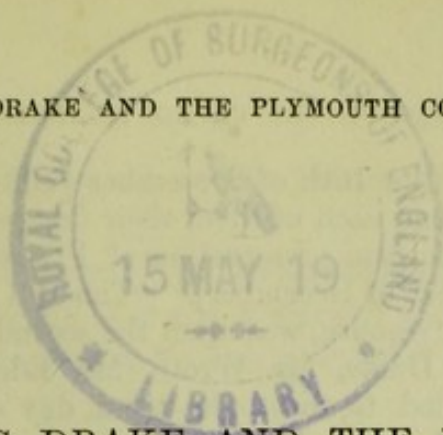


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SIR FRANCIS DRAKE AND THE PLYMOUTH CORPORATION.

SUPPLEMENTARY FACTS AND DOCUMENTS.

BY MR. R. N. WORTH, F.G.S.

SINCE the publication of my paper on the relations of Sir Francis Drake and the Plymouth Corporation, and the early history of the Plymouth Water Supply, several additional facts have come to light, partly in casual fashion, and partly as the result of further research. All have interest, some considerable value ; and the reproduction of these is essential to that full statement of contemporary evidence which it has been my aim to make, so that, whether my views are accepted or not, all who are concerned in the discussion may be placed in as favourable a position for decision as myself. In that spirit I purpose therefore to continue my narrative.

And first with regard to the Water Act. I have already stated that the Corporation Records, while showing that Christopher Harris, one of the members for the borough, was in charge of the measure in the House of Commons (as proved by the payments to him), do not mention Drake in this connection, and that there was neither "room nor need for his interference." My friend Mr. J. B. Davidson, of Lincoln's Inn, has fortunately found in the journals of Sir Simonds d'Ewes* a series of entries which show precisely, without room for any suppositions, what Drake's position with regard to the Bill was. We read :—

* The Journals of all the Parliaments during the Reign of Queen Elizabeth . . . collected by Sir Simonds d'Ewes. London, 1682.

D'Ewes compiled from several sources—the diaries of private members, and the official journals of the House of Commons, since lost. I am indebted to Mr. Davidson for the extracts.

"On Thursday the 10th of December [1584] Two Bill [*sic*] of no great moment had each of them their first reading, of which the first was the Bill for the preservation of Plymouth-Haven."*

[Monday the 21st of December]. "The Bill for the preservation of the Haven of Plymouth, was upon the second reading committed unto Sir Francis Drake, Mr. Wroth, Mr. Edgcombe, and others, who were appointed to meet the third day of the next sitting of this Court in Lincolns-Inn Hall in the afternoon of the same day."†

[Thursday the 18th of February]. "Five bills of no great moment had each of them one reading; of which the second being the Bill of Plymouth-Haven was upon the second reading committed again to the former Committees, and Mr. Grafton was added unto them, and the bill was delivered to Mr. Wroth, who with the rest was appointed to meet in the Middle-Temple Hall to morrow in the afternoon."‡

[Saturday the 20th of February]. "The Bill for Plymouth-Haven was brought in again with a Proviso."§

[Tuesday the 23rd of February]. "A Proviso was added to the Bill for Plymouth Haven, and was twice read, and Ordered with the Bill to be ingrossed."||

[Saturday the 27th of February]. "The Bill for Preservation of Plymouth-Haven passed upon the Question after the third reading, and was presently sent up to the Lords by Mr. Treasurer [Sir Francis Knolles] and others."¶

[The Royal assent was given Monday 29th March].

This fortunate discovery, to my mind clearly establishes that Drake was concerned with the measure simply in his public capacity as a member of parliament—as one of a Select Committee, of which Mr. Wroth, member for Middlesex, was chairman, and to which Mr. Edgecumbe, member for Liskeard, and Mr. Grafton, member for Grampound, also belonged. Sir Francis himself was then member for Bossiney. Had he been using private influence to push the bill through, he could not, as a man of honour, have assumed what would have been a more than questionable position. Further, we cannot believe that the other members of such a committee were mere tools in his hands. We are thus driven to the conclusion that the bill was dealt with on its merits, and that Plymouth is as much indebted to Drake's colleagues in committee, for their performance of a public duty, as to himself.

* D'Ewes' *Journals*, p. 337, col. ii.

† *Ibid.* pp. 352, col. ii. ; 353, col. i.

|| *Ibid.* p. 355, col. i.

‡ *Ibid.* p. 345, col. i.

§ *Ibid.* p. 353, col. ii.

¶ *Ibid.* p. 361, col. i.

We shall see by-and-by where the contrary assumption would land us.*

But we do not stop here. The most remarkable fact revealed by these entries is that the Water Act was not passed in the form in which it was introduced. A Proviso was added by the Committee, and on reference to the Act we see that this Proviso is the only part of the statute in which reference is made to mills. Have we here an indication of the origin of Drake's personal interest in the undertaking? It is certain that the Act confers no direct authority for the erection of mills; it is equally certain that this Proviso furnishes the only excuse that could be given for their erection—the compensation of the existing millers, whose trade might be injured by the abstraction of the water for such a purpose.†

But the most singular incident in connection with the parliamentary history of the Plymouth Water Supply has yet to be mentioned.

I have shown that there is no authority to erect mills conferred by the Water Act; that the erection of the mills is expressly assigned by the Black Book of the Corporation to Sir Francis Drake; that while the Corporation paid £300 to Drake on account of the leat, besides their own direct expenditure, they made no payment as such on account of the mills. From beginning to end the mills stand before us as Drake's idea and work, and not as in

* Upon questions of "sea divinity," as Fuller quaintly phrases it, the feeling of Drake's time differed materially from ours; and I do not censure him for acts which in the present day would be called piracy, but which were then regarded as legitimate warfare, or for his share in the early slave trade, which was then held honourable business. The code of private honour was much the same, however, then as now. It would have been as disgraceful for Drake to bring in a bill under false pretences—to lend his influence to the perpetration of a shameless job, to use his position to crush an individual or a corporation, or to turn to private profit the performance of a public duty—as it would be in any public man of the present day. Such suggestions have been made, and in support of his assumed benevolence; but until direct proof is given I decline to see in Drake's attitude towards the Plymouth Corporation, and its water supply, anything beyond that of a keen man of business, who knew how to turn mills to the best account.

† It is worth noting that in this same session of Parliament the Corporation of Chichester obtained an Act for the construction of water works, so that the Plymouth statute does not stand absolutely alone. Both these are quoted in *Pickering's Statutes* as public acts.

any way the suggestion or project of the Corporation, though built under cover of their Water Act.

Now the water was "brought in" in April, 1591, and some of the mills were completed by Michaelmas, when Drake "grounde Corne wth theym." A year had hardly elapsed ere they became the subject of the controversy that in one form or other has continued to the present day. The MSS. of the House of Lords contain under date March 20th, 159 $\frac{2}{3}$, the draft of "An Act for the explanation and true interpretation of a statute made in the 27th year of the Queens Majesty's reign, intituled 'An Act for the preservation of the haven of Plymouth.'" This sets forth that the mayor and commonalty having been authorised to make a trench or water-course to supply the town and shipping with water, had turned it to their own profit by erecting corn mills on it, to the damage of the millowners on the Mew als Mevie. Order therefore to be made for the removal of the mills within two years.

This bill is endorsed with the dates of proceedings thereon in the House of Commons; but it is not mentioned in the Journals of the Lords, and the Commons Journals for the time are wanting. It seems to have passed the Commons, however, not only from the endorsements, but from the fact that, like other bills sent up from the Lower House, it is amongst the papers of the Lords. Having been brought up, it must for some reason or other have been abandoned.

Now while this bill was passing through the House of Commons, Drake sat there as member for Plymouth, and Sir Simonds d'Ewes gives the following statement of his connection with the measure:

[Monday, the 19th of February, 159 $\frac{2}{3}$.] "The bill for the bringing of fresh water to the town of Stonehouse* was, upon the second reading, committed unto Sir Francis Drake, Mr. Edgecombe, Sir Thomas Conisby, Mr. Dalton, and others, who were appointed to meet to-morrow at two of the clock in the Afternoon in the Exchequer Chamber.

* When the success of the Plymouth scheme had been established, an Act was obtained for the supply of Stonehouse with fresh water, the needs of the shipping being alleged as a leading cause. This act is a private one, but there is a draft of it also among the MSS. of the House of Lords. It is stated that the intention was to bring the water from Millbrook; that is, the stream flowing down by Houndiscombe to Pennycomequick,¹ which

¹ Pennycomequick is the Keltic, and Millbrook the Saxon name, of the same place; and the former being more distinctive has survived.

"The Bill for the Haven of Plymouth, and the Bill for the Inning of Plimpton Marsh, were each of them read the second time, and committed to the former Committees in the Bill for the Town of Stonehouse, to meet at the same time and place, and the Bills were both of them delivered to Sir Francis Drake, one of the said Committees."*

[Thursday, the 29th of March, 1593.] "Mr. Broughton, Mr. Attorney of the Dutchy, Sir Thomas Dennis, and Sir Francis Gudolph, were added to the former Committees on the Bill for the Haven of Plymouth (who had been appointed on Monday, the 26th day [*sic*] of this instant March foregoing, and appointed to meet at two of the Clock in the Afternoon of this present day."†

Here then we have Drake acting as Chairman of a Select Committee on a Bill which alleged that the Corporation of Plymouth had wrested a public work to their private profit, whereas the act complained of was his and not theirs, and which, by way of penalty, ordered the removal of the offending mills. How are we to construe this? If Drake is entitled to personal credit for sitting on the Committee of the Water Act, it is equally clear that personal discredit must attach to him for his chairmanship of a Committee which affirmed the principle of a bill that—as he well knew—threw blame and responsibility on the shoulders of the wrong party. In the absence of the mill lease, not then granted, the mills were indeed *de jure* under the Corporation, but *de facto* his. The measure of special gratitude affirmed in the former case—if the assumption of Drake's paramount influence is seriously argued

could be conducted round above the creek. It is not likely that anything very effectual was done under this statute; for Mr. Woollcombe¹ quotes from some Corporation entry which I have not yet been able to trace, "that a grant was made in the lifetime of Sir Richard Edgcumbe, that he and his tenants of Stonehouse should be permitted to take near Little Pennycomequick a small stream of water, an inch in diameter, "from the new river or mill leat running to the Town," to be by the grantees conveyed to Stonehouse, when the water might be spared by the Plymouth folk without damage to the town or mills there. This was confirmed in July, 1688, but withdrawn in July, 1713, from an apprehension that Plymouth had not water enough to supply the increased number of inhabitants.

The Sir Richard Edgcumbe here referred to must have been either Sir Richard who succeeded his father, Sir Peter, in 1607, and died in 1638, or Sir Richard, son of Sir Piers, who succeeded his father in 1660, and died in 1688; most probably the latter.

* *Op. cit.* Commons Journal, p. 510.

† *Op. cit.* p. 512.

¹ MS. *History of Plymouth.*

—must be the measure of special censure in the latter. If we regard his connection with the measure as simply that of a member of Parliament in his ordinary duty of dealing with a batch of local bills, we are relieved of this difficulty. But his honour is saved at the expense of his influence. If he was powerful enough to push the Water Act through, he certainly should have been able to get a measure rejected which concerned his own interests more nearly than those of anyone else. The exterior evidence is quite as strong in favour of his promotion of the one bill as of the other; and this on any ordinary reasoning should show the absurdity of either hypothesis. No public man of modern days who valued his reputation one iota would, however, in any case consent for one moment to occupy such a doubtful position as that which Drake occupied towards this proposal, and the only excuse is that these were times *par excellence* of monopolies and State interference.

It is very unfortunate that we cannot trace the causes which led to the abandonment of this second bill. Just at this juncture one of the private diary sources used by d'Ewes failed, and he had to fall back wholly upon the original journal of the Commons. Six bills were brought up from the House of Commons to the House of Lords on the 2nd of April, of which the second was the Stonehouse Water Act.* Four of the others are named among the MSS. of the House of Lords in the Third Report of the Historical Manuscripts Commission, but the name of the sixth is not given. According to the endorsement, March 20 would seem to have been the date at which the draft of the Mills Removal Act reached the Lords. But then how is this to be reconciled with the fact (which shows the importance attached to the measure) of the re-appointment of a Special Committee by the Commons on the 26th of March, and its enlargement on the 29th? There would seem to be some error in the dates (20 for 30?), unless the Bill was withdrawn from the Lords and recommitted, in which case its final stage and disappearance may have been in the House of Commons after all. We can very well understand why the Attorney of the Duchy of Cornwall was added to the Committee, because Sutton Pool, which the water of the leat was intended to scour, was then as now part of the Duchy property.

To these facts, which are susceptible of sundry explanatory hypotheses, but not of any certain interpretation, I have only to

* *Op. cit.* Lords Journals, p. 463.

add that it was in 1593, and not at the time of their erection, that the corporate lease of the mills to Drake for 67 years commenced. Has that fact any connection with this measure?

Next, concerning the compensation to owners and occupiers:—The Black Book records that Sir Francis received £100 to compound with the lords of the land over which the leat runs, and I have stated that “£50 at the outside would have been extravagantly sufficient to buy the fee simple of the whole.” I now show that this was so by quoting the award of compensation made by the judges under the Act. The original indenture is not known to exist; but there is a contemporary copy, which was possibly a draft. As the document is exceedingly interesting, I cite it in full, with the omission only of the repetitions of legal technicalities. It will be seen that the judges—Sir Edmund Anderson, and Baron Stroud—did not themselves assess the details. They visited Plymouth somewhere in 1590–91, when the Corporation gave them a tun of wine “for theire paines and helpe touching the water Course,” but left the particulars to Christopher Harris, Thomas Wise, William Crymes, John Copplestone, and William Strode, confirming their award after the leat had been completed in 1592.

The award deals with the lands concerned, in lineal order from the Weir Head to the town; and, with a few exceptions, the compensation paid to the tenant is, singularly enough, the same as that given to the landowner. How much of the land was practically valueless is shown by the several awards of 4d. As all the amounts were calculated at sixteen years’ purchase, a farthing a year was the lowest sum that could be taken to represent any claim. It is perhaps worth noting also that the award recognizes solely the Mayor and Commonalty. They were the only parties authorized under the Act; and it was they who, in the words adopted by the judges, had made the leat. “Whereas the said Maio^r and Coyaltie . . . have digged mined and trenched and caused to be digged mined and trenched one ditche or Trench . . . for the convenyent or necessarie conveyeng of the said Riuer to the said Towne of Plymouthe.” Drake does not appear, save as a recipient of compensation, from beginning to end! The well-known dictum, *Qui facit per alium facit per se*, had not then been questioned, nor well-paid contractors advanced to the rank of originators and philanthropists.

"This Indenture made the fiuethe daie of Julye in the fower and Thirthith yere of the Raigne of o^r soueraigne Lady Elyzabeth by the grace of godd Queene of England Fraunce & Ireland Defender of the faith &c. Between S^r Edmond Anderson Knighte lorde cheyf Justice of the Courte of Comon ples, and Thoms Gente stroud Baron of her Ma^{ties} Courte of Exchequer Justices of Assise of the Countie of Deuon of thone partie, and the Mayo^r and Coialtie of the Boroughe of Plimouth in the said Countie of thother partie, whereas it was enacted in the Parliam^t holden in the seauen & Twentithe yere of the Raigne of o^r said sou^raigne Lady

[Here the chief provisions of the Water Act are set forth.]

"And whereas the said Maio^r and Coyaltie after the said feaste of Easter haue digged mined and trenched and caused to be digged mined and trenched one ditche or Trenche containinge in breadthe betwene sixe and seuen foote in over and throughe the Lands & grounds lyeinge betwene the said Towne of Plymouthe, and some pte of the said Riuer of Meawe als Meavye, and digged mined brocken banked and caste vppe all manner of Rocks stones grauell sande and all other letts in the groundes and places convenient before mencoined, for the conveyent or necessarie conveyeng of the said Riuer to the same Towne of Plymouthe pte of w^{ch} Lands & grounds soe digged mined trenched is thinheritance of Walter Elford gent beinge in thoccupacon & possessione of one Willm Stockeman and ouer and throughe the Lands & inheritance of the said Walter Elford and of Thomas Elford beinge in the possession & occupacon of one Walter Elford John Elford and Johan Sop— widdowe tennts or farmo^{rs} of the same eyther solelie to themselues or ioyntlie or in Comon wth some others, and ouer & through certen Lands & grounds being the Inheritaunce of Nicholas Slanning esquire pte thereof being in the seu^rall occupacon . . . of one John Shellowbeare, Walter Elford, John Andrewe, wm Poleslande & John Ashe beinge tennts or farmo^{rs} . . . and ouer & throughe certen other Lands & grounds of the said Nicholas Slanninge called the Comons of Bickleighe Downe als Rowboroughe Downe and . . . being thinheritance of Walter Hele of Brixton gent pte whereof beinge in the possessione or occupacon of Rychard Bunsall . . . and . . . thinheritance of one Rychard Bunsall beinge in the seu^rall occupacon . . . of one John Andrewes & Walter Braye . . . and ouer and throughe certen other Lands & Grounds of the said Walter Hele & the heires of Walter Elford deceased, and of the lands and grounds of the heires of John Brendon deceased, and of the lands and grounds of the heires of Rychard Bunsall deceased called the Comons of Hennodon and ouer and through certen Lands and grounds of the heires of Milleton and of Phillipp Crimes gent and . . . Lands and grounds beinge thinheritance of the said Phillipp Crimes pte thereof beinge in the seu^rall occupacon . . . of John Hearne Rychard Crosse

John Coming and John Repe being tennts . . . and . . . of the said Phillippe Crimes and John Edgecombe . . . in the occupacon . . . of Hughe Lugge and Xpofer Edgecombe . . . and . . . of the said Phillipp Crimes called Malbourne and . . . of theires of Milleton beinge in thoccupacon . . . of Rychard Luxmore . . . and . . . certen Lands and grounds of one Askett esquire . . . John Stephens . . . tennte and ouer and throughe the Lands . . . of Thoms Coming and ouer and throughe certen lands . . . of William Crimes esquire comonlie called the Comons of Ruboroughe Downe and ouer other of his Lands or Grounds pte whereof is in the seu^rall occupacon . . . of Thoms Vstes and Stephen Baye . . . ouer and throughe the Queenes Heighe Waie in diuerse places and . . . lands . . . of the Deane and Chapter of Exon . . . Peter Trenamanne being Tennte . . . and . . . of the heire of John Fytes esquire deceased . . . Edmund Pers being tennte . . . and . . . of John Coplestone esquire lyeing by the heighe waie in questione betwene theim and . . . of the said John Coplestone . . . Judeth Whitacre Widdowe . . . tennte . . . and . . . of W^m Huchins . . . Xpofer Brockdon . . . tennte . . . and ouer and throughe the Comons of Wythy pte whereof is the Lands and grounds of John Hele esquire, pte whereof is in the occupacon of George Pollexfen and Henrie Pollexfen being tennts . . . and thother pte thereof is the Lands and grounds of Walter Pepperell merchant being in thoccupacon of Thoms Crane and Robert Croseman . . . and . . . of Wm Carew of Hackum esquire . . . Thoms Walter . . . tennte . . . and . . . of John Prouse gent pte whereof is in thoccupacon and possessione of John Waie Thoms Dyer Henrie Hake Rychard Russell John Collins John Marchaunt John Alford Walter Kempe Rychard Rowe and Thoms Pommerie beinge Tennts or farmo^{rs} . . . and . . . of Phillippe Yarde merchant pte . . . in thoccupacon . . . of Willm Hele and Thoms Dyer . . . and . . . certen other Lands of the sd Yarde and of one Henrie Perrye . . . the said Thoms Dyer beinge tennte . . . and . . . of Thoms Wise esquire . . . John Alford Thoms Paine and Willm Griffing being Tennts . . . and ouer and throughe certen other Lands and grounds of the said John Hele and Walter Kempe and . . . of Jonas Trelawnie pte . . . in the seu^rall occupacon . . . of Robt Tranlie and Rychard Rowe . . . and . . . lands . . . of John Harris, and . . . of Henrie Dinner and John Trelawnie and . . . of Xpofer Harword gent . . . John Cole . . . tennte . . . and ouer and throughe certen Lands and Grounds beinge thinheritance of Edmund Parker esquire being in thoccupacon and possessione of S^r Frauncis Drake Kneght being Tennte or farmo^r of the same eyther solelie or ioyntlie or in comon wth some others, and . . . of the heires of Anthonie Pollerd esquire . . . Peter Siluestre and Martin White being Tennts . . . and . . . of the heires and assignes of one M^r Woode and . . . of the heires and assignes of Willm Hawkins esqr deceased pte . . . in thoccu-

pacon . . . of John Sparke . . . and . . . of Humfrey Specott esquire being in thoccupacon and possessione of some parsons and psones . . . and . . . of the Maio^r and Coialtie of Plimouthe . . . and . . . thinheritaunce of Peter Edgcombe esquire . . . Willm Hixton beinge Tennte . . . and . . . of George Baron gent.

Theise Indentures nowe witness that the said Justices of the Assise hauing considered of the said Statute and of the quantitie qualitie nature and goodenes of the grounde ouer and throughe w^{ch} the same is broughte to the Towne of Plimouthe ptelie by theire owne vewe and by the credible informacon of Christofer Harris Thoms Wise Willm Crimes John Coplestone and Willm Strode esquires inhabyting neere to the said water course and most of them Justices of the peace in the said Countie of Deuon whom the said Justices of Assise required to vewe and meashre euerie parte of the Land and to Consider of the valewe and goodenes of the same throughe w^{ch} the said water course is browght to the said Towne of Plimouthe as by the informacon of diverse gentlemen and others of goode accompte dwelling neere the said Towne of Plimouthe and water course doe adiudge and determine that the said Maio^r and Coialtie shall paie to eurie parsons hereafter recyted or menconed in recompence and satisfaccone of and for all the Lands and grounds digged mined, or torned or anie Waie delt wth according to the said Statute for the absolute purchase thereof to the said Maio^r and Coialtie and to theire Successors for euer suche some and somes of monie and in suche manner and sorte as herafter shalbe specified. That is to saye to the said Walter Elford iiij^d and to the said w^m Stockenan and his Colessees eyther joynctlie or by the waie of Remainder if there be anie iiii^d being after the Rate of sixteene yeres purchase, according to the value, and for other the Lands and grounds of the said Walter Elford and the said Thoms Elford being in the possessione of the said Walter Elford digged mined or torned or anie Waie delt wth for the convayeng or bringing of the said water course, (to weete) to the said Walter Elford iiij^s viij^d, and to the said Thoms Elford iiij^s viij^d and to the said Walter Elford and to his Colessees eyther joynctlie or by the waie of Remainder if there be anie ix^s iiij^d being after the Rate of sixteene yeres purchase according to the verie valewe and for the Lands . . . of the said Nicholas Slanning in pte possessione of the said John Shellowbere . . . to the said Nicholas Slanning iiij^d to the said John Shellowbere iiij^d . . . and to the said Nicholas Slanning for his Lands . . . in the possessione of the said Walter Elford xvj^s iiij^d and to the said Walter Elford . . . xvj^s iiij^d . . . and the said Nicholas Slanning for his Lands . . . in the possessione of the said John Andrew v^s iiij^d. And to the said John Andrew . . . v^s iiij^d. And to the said Nicholas Slanning for his Lands . . . in the possessione of the said Wm Poleslande vj^s viij^d and to the said Wm Poleslande . . . sixe shillings viij^d. And

to the said Nicholas Slanning for the Lands . . . in the possessione of the said John Ashe one shillinge & fower pence and to the said John Ashe . . . xvjd. . . . And to the said Nicholas Slanning for y^s s^d Lands or grounds called the Comons of Rouboroughe Downe ij^s iiij^d and for the land of the sd Walter Hele in the possessione of the said Rychard Bunsall . . . xj^s and to the sd Rychard Bunsall . . . xj^s. . . . And for the Lands . . . of the sd Rychard Bunsall in the possessione of the sd John Andrewes . . . xj^s and to the said John Andrewes . . . xj^s. . . . And to the sd Rychard Bunsall for his Lands . . . in the possessione of the said Walter Braie xj^s, and to the said Walter Braie xj^s. . . . And for the Lands of the said Walter Hele and of the heires of Walter Elford deceased and . . . of the heires of John Brendon deceased and of the . . . heires of Rychard Bunsall deceased called the Comons of hennadowne . . . to the said Walter Hele iiij^d. . . . to the heires of Walter Elford . . . iiij^d. . . . To the said heires of the said John Brendon . . . iiij^d. . . . and to the heires of the said Richard Bunsall . . . iiij^d. . . . And for all the Lands . . . of the said heires of Milleton and of the said Phillipp Crimes . . . to the said heires of Milleton xij^d. . . . and to the said Phillipp Crimes xij^d. . . . And for all the Lands of the said Phillipp Crimes in the possession of the said John Hearne . . . to the sd Phillipp Crimes iiij^d and the said John Hearn iiij^d. . . . And to the said Phillipp Crimes for his Lands . . . in the possessione of the said Rychard Creese xj^s and to the said Rychard Creese . . . xj^s. . . . And to the said Phillipp Crimes for his Lands . . . in the possessione of the said Joⁿ Coming xj^s and to the said Joⁿ Coming . . . xj^s. . . . And to the said Phillipp Crimes for his Lande . . . in the possessione of the said John Repe ij^s viij^d and to the said John Repe . . . ij^s viij^d. . . . And to the said Phillipp Crimes for the Lande or grounde called Malboroughe viij^d. . . . and for all the Lands or grounds of the said Phillipp Crimes and John Edgecombe in the possessione of Hughe Lugge . . . to the said Phillipp Crimes xj^s and to the said John Edgecombe xj^s and to the said Hughe Lugge . . . xj^s. . . . and to the said Phillipp Crimes and John Edgecombe for their Lands . . . in the possessione of the said Cristofer Edgecombe . . . Phillipp Crimes xj^s. . . . John Edgecombe xj^s. . . . Cristofer Edgecombe . . . xj^s. . . . And for all the Lands . . . of the heires of the said Milliton in the possessione of the said Richard Luxmoore . . . the said heires . . . iiij^s iiij^d. . . . the said Rychard Luxmoore . . . iiij^s iiij^d. . . . And for all the Lands . . . of the said Askett in the possession of the said Joⁿ Stephens . . . Askett vij^s. . . . John Stephen . . . vij^s. . . . And for all the Lands . . . of the said Thoms Coming . . . vj^s viij^d. . . . And for all the Lands or grounds of the said William Crimes called the Comon of Rouboroughe downe . . . vj^s viij^d. . . . And for the Lands . . . of the said William Crimes in his owne possessione . . . xiiij^s viij^d.

And to the said W^m Crimes for his Lands . . . in the possessione of the said Thoms Vstes xij^d and to the said Thoms Vstes . . . xij^d. . . . And to the said W^m Crimes for his Lande . . . in the possessione of the said Stephen Baye xij^d . . . and to the said Stephen Baie . . . xij^d. . . . And for all the Lands . . . of the said Deane and Chapter of Exon in the possessione of the said Peter Trenaman . . . to the said Dean and Chapter ij^s iiij^d and to the sd Peter Trenaman . . . ij^s iiij^d. . . . And for all the Lands . . . of the said John Fits deceased in the possessione of the said Edmond Pearse . . . to said John Fits his heires ij^s and to the said Edmond Pearse . . . ij^s. . . . And for the Lands or grounds of the said John Coplestone beinge by the heighe waie . . . to the said John Coplestone xvj^d . . . and to the said John Coplestone alsoe for his said other Lands or grounds in the possessione of the sd Judeth Whitacre . . . to the said John Coplestone iiij^d and to the said Judeth Whitacre . . . iiij^d. . . . And for all the Lands . . . of the sd w^m Huchins in the possessione of the said Christofer Brockdon . . . to the said W^m Huchins v^s viij^d and to the said Xpofer Brockdon . . . v^s viij^d. . . . And for the said Lands or grounds of the said John Hele in the possessione of the sd Georg and Henrie Pollexen . . . to the said John Hele iiij^d and to the said George Pollexen and his Colessees . . . iiij^d. . . . And for the Lande . . . of the said Waltr Pepperell in the possessione of the said Thoms Crane . . . to the said Walter Pepperell iiij^d . . . Thoms Crane . . . iiij^d. . . . And to the said Walter Pepperell for the Lande or grounde in the possessione of the said Robert Croseman iiij^d and to the sd Robte Croseman . . . iiij^d. . . . And for the Lande . . . of the said [blank] Carewe . . . in the possessione of the said Thoms Walter . . . to the said Carewe ij^{li} j^s and to the said Thoms Walter . . . ij^{li} j^s. . . . And for the Lande of the said Prouze in the possessione of the said John Waie . . . to the said Prouse xvij^s and to the said John Waie . . . xvij^s. . . . and to the said Prouse for his Lands in the possessione of Thoms Dyer xiiij^s viij^d and to the said Thoms Dyer xiiij^s viij^d. . . . And to the said Prouse for his Lands or grounds in the possessione of the said Rychard Russell xxxvj^s iiij^d and to the said Rychard Russell . . . xxxvj^s iiij^d . . . and to the said Prouse for his Lands . . . in the possession of the said John Colling xvij^s and to the said John Colling . . . xvij^s. . . . And to the said Prouse for his Lande . . . in the possess of the said John Marchaunt xxiiij^s viij and to the said John Marchaunt . . . xxiiij^s viij^d. . . . And to the said Prouse for his Lande . . . in the possessione of the said John Alford iiij^s iiij^d and to the said John Alford . . . iiij^s iiij^d . . . and to the said Prouse for his Lande . . . in possessione of the said Walter Kempe xxiij^s and to the said Walter Kempe . . . xxiij^s . . . and to the said Prouse for his Lande . . . in the possessione of the said Rychard Rowe x^s and to the sd Rychard Rowe . . . x^s. . . . And to the said

Prouse for his Lande . . . in the possessione of the said Thoms Pomerie xiijs^s iiij^d and to the said Thoms Pomerie . . . xiijs^s iiij^d . . . And to the said Prouse for his Lande . . . in the possessione of the said Henrie Hake x^s iiij^d and to the said Henrie Hake . . . x^s iiij^d. . . And for the Lands of the said Phillipp Yarde in the possessione of the said Wm Hele . . . to the said Phillipp Yarde ix^s iiij^d and to the said Wm Hele . . . ix iiij^d. . . And to the said Phillipp Yarde for his Lande . . . in the possessione of the said Thoms Dyer iijs^s iiij^d and to the said Thoms Dyer . . . iijs^s iiij^d. . . And for all the Lands or grounds of the said Phillipp Yarde and of the said Henrie Perrie in the possessione of the said Thoms Dyer . . . to the said Phillippe Yarde x^d and to the said Henrie Perrie x^d and to the said Thoms Dyer . . . xx^d. . . And for the Lande . . . of the said Thoms Wise in the possessione of the said John Alford . . . to the said Thoms Wise vjs^s viij^d. and to the said John Alford . . . vjs^s viij^d . . . and to the said Thoms Wise for his Lande in the possessione of the said Thoms Paine ix^s viij^d and to the said Thos Paine . . . ix^s viij^d. . . And to the said Thoms Wise for his Lande . . . in the possessione of the said Wm Griffing three shillings and to the said Wm Griffing . . . iij^s. . . And for other the Lands and grounds of the said John Hele and of the said Walter Kemp . . . to the said John Hele viijs^s iiij^d . . . and to the said Walter Kemp viijs^s iiij^d. . . And for all the Lands and grounds of the said Jonas Trelawnie in the possessione of the said Robert Trelawnie . . . To the said Jonas Trelawnie xv^s To the said Robt Trelawnie . . . xv^s. . . And to the said Jonas Trelawnie for his Lande . . . in the possessione of the said Richard Rowe viijs^s and to the said Rychard Rowe . . . viijs^s. And for all the Lands . . . of the sd Jⁿ Harris . . . to the sd Jⁿ Harris iiij^{li} ijs^s. . . And for all the Lands . . . of the sd Henrie Dinner and John Trelawnie . . . to the said Henrie Dinner xiijs^s 8^d . . . and to the said John Trelawnie xiijs^s viij^d. . . And for all the Lands . . . of the said Christofer Harward in the possessione of the said John Hele . . . to the said Christofer Harward xjs^s and to the said Jⁿ Hele . . . xjs^s. . . And for all the Lands and groundes of the said Edmund Parker in the possessione of the said S^r Frauncis Drake knight digged mined or turned or anie waie delt wth for the conuaeng or bringing of the said water course (to weete) to the said Edmond Parker xvij^s and to the said S^r Frauncis Drake Kneight and to his Colessees eyther ioyntlie or by waie of Remainder if there be any xvij^s being after the Rate of xvj yerres pchase according to the verie value, and for all the lands . . . of the said Pollerd of Horwoode in the possessione of the sd Peter Siluestre . . . to the said Pollerd xv^s iiij^d and to the said Peter Siluestre . . . xv^s iiij^d. . . And to the sd Pollerd for his Land . . . in the possessione of the sd martin white x^s viij^d and to the said Martin White . . . x^s viij^d. . . And for all the Lands and grounds of the sd Woode and of the

said Wm Hawkings in the possessione of the sd John Sparke . . . to the said woode ix^s and to the heires of the said Wm Hawkins ix^s and to the said John Sparke . . . viij^s. . . . And for all the Lands . . . of the said Humfrey Specott in the possessione of [blank] . . . to the said Humfrey Specott iiij^s and to the said [blank] . . . iiij^s. . . . And for all the Lands . . . of the said Peter Edgecombe in the possessione of the said Wm Hixstene . . . to the said Peter Edgecombe v^s viij^d and to the said Wm Hickstene . . . v^s viij^d. . . . And for all the Lande and grounde of the said George Barons in his owne possessione . . . xvj^s.

And to the entent that all and eue^rie psone and psones shall and maie haue recompence and satisfaccon for anie dammage vnto him or them for the digging mining turning or dealing wth anie pte of his or their Lands or possessions and for that it maie be that some one or more pcells of lande and the psones owners and lessees of the same are lefte owte and not menconed in theise psents wee doe farder aiudge and determine that all and eue^rie suche parsones and psones shall haue recompence and satisfaccon for the same Lands soe digged mined turned or anie waie delte wth for the making and convayeng of the said water course after the Rate of xvj yerres pchase according to the verie value of the Lande to be rated taxed and appointed for the Justices of Assise of the Countie of Deuon for the time being Prouided alsoe and wee doe farder aiudg and determine that if it shall hereafter appeare, that anie pte of the Lands before resyted be thinheritance of anie other psone or psones or in lease to anie other pson or psones then before is menconed, and not thinheritance and not in lease to the psone or psones before menconed, soe that noe recompence or satisfaccon ought to be made vnto them, that then the Recompence and monie appointed to be paied vnto them by theise psents shalbe paied and satisfied vnto the trewe owners and lessees of the same according to the terme and seu^rall Rates before menconed And that the said psones that be not owners or lessees before menconed shall haue nor take anie thing by theise psents anie thing herein contained [*to the*] Contrarie notwithstanding And we doe further ——— and determne (?) that all and eue^rie psone and psones that are ——— psents they receaue anie monie that they vpon the Recete of ——— shall make acquittance or some other svffycient ——— In witness whereof the said Justices of Assise ——— aboue at the Assises being holden and ——— thone pte of theise Indentures haue putt ——— to thother pte the sd maio^r and ——— their Comon seale.*

This document is conclusive evidence of the value of the property affected by the leat, and it shows that the total compensation was £60 4s. 4d., of which only £33 19s. 4d. was for purchase of the

* Portions of the last folio are torn off.

soil, and £26 5s. for the tenants. The £100 given to Drake to pay the compensation left a handsome margin, therefore, without taking into account any allowance for the water supplies granted to the estates of Whitleigh, Manadon, and Ham. Making no deductions on this head, and making no allowance for any direct expenditure by the Corporation; but assuming, for the sake of argument, that Drake did the whole work, he had thus £240 for the 17 miles of leat, or £14 (say £75 in modern money) per mile; whereas, as I have already shown, less than half that amount would have cut the original "ditch or trench" in the days of Elizabeth. It is very clear therefore now, not only that the Corporation paid for the leat, but also contributed largely towards the mills; and that the personal outlay by Drake must still further be reduced.*

The award disposes, with equal conclusiveness, of the singular supposition that Drake bought Buckland Abbey to help forward the scheme; for it shows that not an inch of Drake's land was affected, while he is set forth as compensated to the extent of 17s., as tenant of some of Mr. Parker's land near Plymouth. He is dealt with purely on business grounds.

It is clear also that neither Walter Elford nor Sir Thomas Wise (the latter one of the assessors) could have any claim on the Corporation in respect of the leat except under this document. The fact that they were paid by the Corporation after the death of Drake seems conclusive therefore that they were not paid by him. The total payments due to Walter Elford personally were £1 10s. 8d., but as a landowner, only 5s. The amount awarded to Wise was 19s. 4d.† It would appear, however, that the main ground of Elford's claim, though it had no real status, was the construction of the Head Weir. This is partially indicated in my former quotation from the Receivers' Accounts, but is made more clear in the entry attached to his name on the special list of Freemen.

"The abousaid Walter Elforde hadd his freedome geuen hym in consideration of digginge and makinge of a hedde weare by the Mayor and Coialtie of this Borough in and vppon the landes and

* May not the words of Payne's letter to Cecil—that the leat "cost us and Sir Frauncis Drake, who upon composicion with us undertook it," "a greate some of money"—be fairly taken to indicate something approaching equality of expenditure? If so, we are helped further to a conclusion as to the cost of the mills.—See *post*.

† We may be perfectly sure that Wise, with Crymes and Coplestone, as assessors, had taken full care of their own interests.

grounde of the said Walter in Sheepstor als Shatstor and for passinge bringinge and conveyinge the Ryver of Mewe als Mevey through the landes of the said Walter Elforde and for the absolute purchase* of all his grounde there digged and broken for the bringinge and conveyinge thereof to the said Mayor & Coialtie & their successors."

There is no trace of the causes which would have induced the Corporation to accede to Elford's claim any more than to Wise's if the indenture had been fully carried out. The same obscurity exists here as in relation to the controversy with Thomas Drake, and the two incidents were perhaps associated.

Many of the persons mentioned in this award were more or less intimately connected with Plymouth. Walter Elford, as we have seen, subsequently became a freeman. Trenaman lived at Jump, named after him half a century later "Trenaman's Jump." *Christopher* Coplestone was a freeman of the town. Walter Pepperell was mayor in 1575-6 and 1590-1. Kempe, the schoolmaster, was a freeman. Nicholas Slanning was town clerk in 1552, member in 1558, mayor in 1564-5. John Trelawny was mayor in 1597-8. Peter Silvester and Martin White were freemen. William Hawkins, brother of Sir John, was mayor in 1578-9 and 1587-8. John Sparke was mayor in 1583-4 and 1591-2. George Baron was town clerk, and subsequently mayor in 1594-5. A remarkable and hitherto unsuspected fact suggested by this document, read in connection with the recovered Receivers' Accounts, is, that the first water money taken by the Corporation was apparently for the supply of water *outside* the borough—to Silvester and to Kemp. This is most important evidence of complete ownership, especially in relation to recent litigation.

A noteworthy point, and one hitherto unknown, in connection with the association of Drake with Plymouth is that he was made a freeman in the mayoralty of Gregory Cocke, 1570-1, probably, from the position of his name, in the former year. Drake was then so far from having attained to note that no distinctive appellation is affixed to his name. When his brother, Thomas Drake, was made a freeman, in the mayoralty of William Hawkins,

* "Absolute purchase" is also the language of the compensation deed. Note here also, as elsewhere, that it is the Mayor and Commonalty who are the principals in the work.

1587-8, he, on the contrary, was described as "gentleman." It may not be unimportant to notice also that there was another Thomas Drake admitted freeman in the mayoralty of John Derry, 1557-8. This may point to an earlier connection of the Drake family with Plymouth than has hitherto been suspected. Drake was married at St. Budeaux to his first wife in 1569, the year before his freedom, and she was buried there in 1582-3, the year after his mayoralty. I am indebted to Mr. Whitmarsh for copies of the entries.

"1569. Julye iiijth Francis Drake and Marye Newman.

"1582. Januarie xxvth Mary Drake wyfe of S^r Francis D. knight."

The gallant and unfortunate John Oxenham was likewise a freeman of Plymouth, admitted five years before Drake.

As to Robert Lampen, the "engineer" of the leat, and his local connection. I am indebted to Mr. Whitmarsh, of St. Budeaux, who kindly examined the church registers of that parish at my request—following up a clue which I had discovered—for full proof as to who Robert Lampen and his brother were. These Registers show that in the first half of the sixteenth century the Lampen or Lampyn (as it is spelt in the Registers and the Receivers' Accounts) family were represented in that parish somewhat largely, baptisms being registered prior to 1550 of children of John, Richard, and William Lampen. In 1560 occurs the name of *Robert Lampen*, as father of Johan Lampen; and in subsequent years there are entries of the baptism of other daughters and sons of Robert Lampen; while on the 8th of February, 1605, one Robert Lampen, evidently the same, was buried. This Robert Lampen had a son also called Robert, who was baptized July 25th, 1566, and was thus twenty-three when the survey of the leat was made. His brothers, with one exception, had died before that date, and the only one then living was James, who was born July 2nd, 1571, and was therefore five years younger. He was buried November, 1604. There can be no reasonable doubt that one of these two Robert Lampens is the Robert Lampen of the Receivers' Accounts—which, is not very material. If the father, judging by the age at which other members of his family married, he was in 1589-90 at least fifty-three years old. The existing Registers contain no record of his marriage. My impression is that we must look to

the younger Lampen for our engineer. Whichever of the two it is to whom we are indebted for this work, it is now clear, however, that, as I suggested, the Lampens are a local family, and that, as I also thought probable, they have continued to be connected with this locality to the present day. The name did not disappear from St. Budeaux until the present century, and still remains in Plymouth. That the Rev. Robert Lampen was a descendant of the leat Lampen, direct or collateral, there should be no further question.

We now come to the evidence offered by certain contemporary maps. A map or plan of the leat, made soon after its completion, has long been known to exist in the British Museum, and we are indebted to an entry in the Reports of the Historical Manuscripts Commission, noted by Mr. E. G. Bennett, for the discovery of a duplicate among the Cecil papers in the collection of the Marquis of Salisbury. Both maps are originals, evidently by the same hand—duplicates, not copies. Possibly they reproduce in part the original view of Lampen, which “haywoode” new wrote “iiij times;” but it is certain that they depict the leat after its completion. Unquestionably they are the work of “Sprie the painter,”* who is recorded to have drawn many “platts” and “patternes” of the town and neighbourhood for the Corporation, and indeed rode “to Mevie aboute the water” when the Act was in progress. It is not at all unlikely that they are the two “platts”—“one for my Ld of Bath, and the other for Mr. Sparke”—for which William Downeman, Receiver in 1593–4, paid Sprie nine shillings. Sparke then went to London, and appeared before the Privy Council, in support of the contention of the Corporation with regard to their interest in the fortifications.

The entry in the catalogue of the Cecil papers is misleading; for it runs, “Mode of supplying the town of Plymouth with fresh water from the River Plym (?) near Chepstow (!), † as accomplished by Sir Francis Drake.” This is the assumption of the cataloguer;

* Robert Sprie was admitted freeman in 1569–70.

† Of course by the Plym is meant the Meavy, and by Chepstow, Sheepstor. The one blunder is simple, but the other is “hard to be understood.” Perhaps it is fortunate that the entry does not occur in an ancient document, or we might have been in danger of being told that Drake had brought the water all the way from Monmouth; and that his skill as an engineer had been shown by an under-Severn tunnel.

for the map itself only names Drake as living at Buckland Monachorum. While these leat maps afford no evidence whatever as to the origin of the water course, they explain the singular error into which Risdon and Westcote, and Prince, following them, fell, with regard to the marvellous "mighty rock thought to be impenetrable," by showing that the real marvel of those days was the taking the leat "through mighti rockes which was thought impossible to carrie water through," the reference being to the loose bouldery ground—which did not seem likely to hold any body of water—near the Head Weir. If either of our old topographers had been acquainted with the *locus in quo* we should have been spared this blundering source of wonders. The full text of the legend is :—

"Here the riuer is taken out of the olde riuer and caried 448 paces through mighti rockes which was thought impossible to carrie water through."

On the Cecil map we further read :—

"From the Fyrst taking in of the riuer that is now brought into plimmouth as it is caried euerie waie to geat the vantage of the hilles is by measure 27 miles after 1000 paces to a mile and fyue foot a pace."

This partially explains the strange overestimate of the length of the leat, which almost every writer upon the subject has been content to repeat—with an occasional amplification—down to the present day. Partially only, for while 27 miles at 1000 fair paces the mile would very nearly correspond with the actual length, if we are to reckon five feet strides to a pace we are still some 8 miles in excess. However, it is clear that the miles in question were not statute miles, and that is the main point, as it fairly reconciles the "25 miles" of the Black Book with the actual facts.

It has been somewhat of an open question whether the terms of the Water Act were ever carried out, and the water taken into Sutton Pool for the cleansing of the harbour, though the negative appears to have been commonly held.* In the ancient maps of the leat the water course terminates at the upper end of the town,

* The three purposes alleged in the Act, and the only ones directly contemplated by that statute are :—The providing of water for shipping, &c., precaution against fire, and the scouring of the harbour. There is no ground for alleging that either of these was a subterfuge, and the Act consequently obtained under false pretences.

being continued directly to it ; the line of the stream is apparently carried on through what is now Old Town Street. Moreover, the old mills in Millbay are shown with the words, "Plymouth myll ;" and the fair inference therefore would seem to be that the water was at first allowed to flow through the channels to Sutton Pool.

In the Cottonian collection at the British Museum there is a map of Plymouth by an Italian, which shows a line of fortifications that we know never existed, in continuation of the genuine ramparts, from Coxside to Teat's Hill on the east of Sutton Pool. There is another map of similar character in the Cecil collection—possibly in this case also a duplicate. They are at least of the same date—the end of the 16th or early in the 17th century. It is some dozen years since I examined this map in the Museum, with many others, and my memory will not serve me for every minute detail ; but the Cecil map, if not its companion, is connected with the water question by the entry thereon :—

"This was plimmouth milpoole before the Riuer was brought there by Sir Fraunses Drake and vi milles builded by him, and this poole made drie for a medow."

These words are written in over Surpool, the outlines of which are still given ; and if we are to accept the map as correct in this particular—and I know of no reason why we should not—the leat when it was drawn must have been taken to Millbay.*

So far as this entry is concerned we still stop short at the unquestioned statement that Sir Francis Drake "brought in" the river and built the mills. The language concerning the making "drie" of Surpool is ambiguous, and may or may not be intended to apply to him. The point indeed is of very little importance except in its connection with the diversion of the waste leat from its legitimate purpose of scouring Sutton Pool. Whoever is responsible for this, whether Drake or the Corporation, to that extent

* The evidence is conclusive that so far as the fortifications are concerned the map does not represent any state of things that ever existed at Plymouth. The Elizabethan fortifications were designed by one Robert Adams, who was sent down from London for the purpose in 1592, and was helped in his survey by Lampen, as the Corporation Records and the State Papers show ; and Adams expressly states that he left out the east side of the town, because Sutton Pool formed a defence there. Hollar's siege map (1645) shows further that fifty years later Adams's plan of interior defence had not been departed from. The Cottonian and Cecil maps are nothing more than suggested plans of extension never carried out.

stopped short of the intent of the Act, as in the erection of the mills they had clearly overstepped it. The drying of Surpool was itself a very small matter. The ancient mills stood upon a dam thrown across the mouth of the Pool, which extended over the greater part of the Union Street district, including what even in the present generation was known as the Marsh, up to King Street. The mills were originally built by the monks of Plympton, and stood close to the southern end of what is now Bath Street. They were worked by ponding back the tide water, precisely in the same manner as the present Stonehouse mills. All that had to be done therefore to convert Surpool into the "several marshes, meadows, and inclosed pieces of pasture," of which it is described in a bye-law of 1634 as consisting, was to keep the water out by shutting the gates or filling in the dam, while by bringing the water leat to Millbay instead of Sutton Pool the mills could be kept at work the same as ever, only continuously, instead of at low water only. That Surpool was never drained in any more effectual way than this maps of a later date plainly show; and there are many yet who recollect what the character of the locality was ere "Union Road was made through the Marshes" in 1815-16.

There is good evidence that the leat was carried to Millbay soon after its completion. The last piece of land taken by the Corporation next the town belonged to Mr. George Barons, and here the middle mill—*i.e.* that which stood opposite the Free School—was erected. From this point the course would be free through the streets to Sutton Pool. A "brydge by the milles" was made in 1591-2, and this was probably, but by no means certainly, over the leat. What is more to the purpose is that in 1598-9 we find a series of entries, not only of charges for "amending" and "ridding" (*i.e.* cleansing) the leat, but for "making" the leat "by the middle mill." And this, it seems to me, establishes a fair presumption that it was not until after the death of Sir Francis, when Thomas Drake had succeeded to the lease of the leat mills, that the water was diverted from Sutton Pool to Millbay.* It was certainly before Oct. 1602, when a lease was granted by the Corporation (fine £124, rent 40s.) to James Bagge, John Waddon, Walter Neild, James Bickford, and Nich. Blake of "all that Straunde and void groundes adioyninge to a close in the tenure of John Lidbrooke

* We shall see by-and-by how tight was Thomas Drake's grip of the water property.

and pcell of the Poole of Plymouth"—if by the "Poole of Plymouth" here we are to understand Surpool. The lessees were to put up buildings within seven years. If Sutton Pool is meant, the point is untouched.*

Concerning the cost of the erection of the mills, which I have put at a few hundreds only, I find that when in 1672 the Corporation rebuilt the higher mill (which could not therefore have been a very substantial work) their total outlay was £140 18s. 6d. Drake's six mills were erected in pairs; and the higher mills were erected in Drake's Place. If we are to understand that the charge for rebuilding referred to one mill of a pair only, then if one mill cost £140 18s. 6d. in 1672, six mills cannot have cost more (for wages, &c., had advanced considerably in the interim) than £750 in 1592. If the figures given apply to the "pair," then Drake's total mill outlay—if he had found the whole—was certainly not more than £400, or in present money some £2000. And this is undoubtedly so: one building contained two sets of millstones, thence reckoned two mills; for there is a Corporate order of 1653 which mentions a "house" in which "two new grist mills are contained or to be contained."† However, if the higher estimate be taken, it is perfectly clear that the sixty-seven years' lease gave a magnificent return.

As to the yearly value of the leat mills my former statement—that it was not less than £200 a year—is likewise more than confirmed by the following extract from Deeble's MSS. :—

"Sir Francis Drake for his great care and diligence in conducting the River to Plymouth paid him in cash £352 16s. and afterwards gave him a lease for 67 years of the whole profits of the Mills Marishes & the Water leading thereunto on reserving a Conventiary Rent of £34 3s. 4d. a year which Sir Francis Drake of Buckland Monachorum Bart afterwards sold to the Governor of

* The reclaimed lands in Surpool were the subject of intended legislation in 1664-5, when a bill passed the House of Commons "for settling salt marshes gained from or deserted by the sea," with a proviso exempting the Mayor and Commonalty of Plymouth from its benefits. The Mayor and Commonalty accordingly petitioned against this proviso, as "precluding them from their just defence at law when their title to any buildings on such lands shall be questioned." As the bill was rejected by the Lords the petition was not read.

† See *ante* for the probable purport of the letter of Payne to Cecil, and the proof that the Corporation did really pay part of the mill cost.

the Hospital of the Orphans Aid for the sum of £1500 all the moiety of the Malt and Griest Mills with all the profits thereunto belonging for 32 years, the remainder of the term to come, which brought in clear profit about £300 a year and expired in the year 1660."

I do not know where Deeble got his additional £52 16s.,* for the Receivers' Accounts only show a payment to Sir Francis, agreeing with the Black Book, of £300. The reserved rent under the lease included the Surpool mills, no rent whatever being paid for the leat mills. As to the Surpool mills, the Corporation resolved in 1634 that when the Drake lease expired "the old Mill and Mill pool called Sour Pool now converted into several marshes meadows and enclosed pieces of pasture," should not be let for less than £150. That the Surpool mills did not pass under the original lease of the leat mills is shown by the fact that on the death of Sir Francis they went to William Stallinge, until Thomas Drake, after some discussion, obtained them.

I am now enabled to give the result of the controversy with William Crymes, which led the Corporation to appeal to Sir Robert Cecil for help in 1601.† The town in this case seems to have established its rights. The document from which I quote (as before omitting only merely technical repetitions) is the draft of the agreement entered into between the Mayor and Commonalty, the owners of the leat, and Thomas Drake, the lessee of the mills, on the one hand, and William Crymes on the other, as settled by John Luxton, the town clerk, and Peter Russell, apparently acting for Crymes. The document is remarkable as showing the engrossing nature of the Drake interest under the lease in the mills, the Corporation being evidently unable to enter into an agreement for the defence of their own property without Thomas Drake's concurrence. It is remarkable likewise for the evidence it affords, that within a few years of the construction of the leat Plymouth had suffered from a winter "water famine" by the chokage of the channel through frost.

This Indenture made the daie of Betwene the Maior
and Cominaltye of the Borrough of Plymouth and Thomas Drake
of Bucklande Monacon in the Countie of Devon Esquier of thone
ptie and William Crymes of Bucklande Monacon aforesaid Esquier
of thother ptie witnesseth that the saide Maior and Comonaltie

* The fact is noted in my History of Plymouth.

† *Vide* the letter of Payne.

and the said Thomas Drake aswell in consideracon of the pformance and accomplishinge of certayne articles and agreements Indented heretofore had and made betwene the pties abouesaide bearinge date the xixth daie of Januarie laste paste before the date hereof as also for diu^rs other good causes and consideracons them therevnto speciallie movinge, Have Covenanted granted condiscended concluded and agreed and in and by theise p^rsents doe Covenante grante condiscende conclude and fullie agree . . . to and with the said William Crymes . . . that it shall and may be lawful for the said William Crymes his heires executors administrators & assignes Tennts farmo^{rs} and Assignes and to & for eury of them their Svants deputyes and Assignes & eury of them at all tyme and tymes hereafter at his and their will & pleasure during the terme hereafter in these pnts lymytted and expressed to haue take conduct convey and Carry by Ditch trench or leat now already made or hereafter to be made in or vppon certen lands of the sd W^m Crimes called Roborough Downe scituat in the psh of Bucklande monacorm aforesaid or in by or vppon any pte thereof from and out of a certen leat ditch trench or Watercourse lately made for the conveyeng of the water or Ryvor of Mewe als mevy or of some pte thereof from the said Ryver of Mew als mevy vnto in & through the Towne or Borrowe of Plymoth afsd or any pte thereof and now fleteing and Running from the said water o^r Ryver of Mewe als mevy aforesaid vnto in & through the sd Towne of Plymouth in over or through the sd lands of the said William Crymes called Rowborough downe aforesaid such pte and so much of the water of the said leat & Watercourse so made & conveyed as aforesaid as is now running or that shall at any tyme hereafter runne or be conveyed in by or through the said leat ditch trench or watercourse towards the said Towne of Plymoth as shalbe fitt & sufficient for the vse workeing and Impleymt of two tynne milles knocking mills or Classe milles of the said William Crymes by him newly & lately erected vpon the said lands of the said William Crymes called Rowborough Downe aforesaid And also so much water out of the said leat . . . as shall be fitt sufficient & convenyent for the clensing washeing makeing workeing & dressing of all such tynne tynne mettall & tynne oare as shalbe at any tyme hereafter brought to the same mill or milles tobe washed clensed made wrought or dressed. The said William Crymes . . . at all tymes leaveing a sufficient & full streame of water to Runne & come vnto in & through the said Towne of Plymouth & eu^ry pte thereof for the use of the sd Towne of Plymoth and the milles there w^hout any contradiccon of the said William Crymes. . . . And to that end and purpose the said maior and Cominalty and the said Thomas Drake . . . doe . . . demise lease and grante vnto the said William Crymes . . . such pte and so much of the water of the said leate . . . to the onlie vses in and by theyse p^rsents lymited specified and appointed . . . to haue hold vse

occupie possesse and enioy all and singler the said demised p^rmisises . . . from the daie of the date of theyse p^rsents vnto the ende and tearme of Two and Forty yeres then next ensuinge and from thenceforth fully to be compleate and ended yeldinge and payinge therefor yerely during the said tearme vnto the said maior and Comonalty and Thomas Drake . . . the some of twelue pence lawfull money of Englande in or vppon the feaste daie of St^t michaell tharchangle at or in the now guildhall of the same Borrough and the saide William Crymes . . . covennteth pmiseth and granteth to and with the said maior and Cominalty the said Thomas Drake . . . that he the said William Crymes his heires executo^{rs} administrators and assigns . . . shall and will at his & their owne pper costs & Charges during the said terme well and sufficiently repeare amende vphold and maynetayne all such breaches and decayed places whatsoeu^r w^{ch} shall at any tyme hereafter happen to break out of the said leate or water course from one hedge or fence scituat and beinge nere the house of One William Cominge on Rowborough Downe aforesaide and so downe-ward the leate or water course so far as the lands and inheritance of the said W^m Crymes called Rowborough Downe aforesaid doe extende. And also shall and will at all tyme & tymes dureing the Contynuanee of the said lease at his and their owne pper costs charges and expences finde and pvide to and for the better assistance and helpe of the said Maior & Coialty & their successors & the said Thomas Drake & his assigns sixe sufficient and labour men to labour and worke in the tyme of Froste for the clearinge and cleansinge of the said leate and watercourse in ou^r and throughout all or anie the lands of gamaliell Slanninge esquier scituat in and vppon Rowborough Downe aforesaide nowe in the tenure of Margarette Heathe widowe And the saide William Crymes . . . doth further Covennte . . . to and with the said Maior and Cominalty and to and with the said Thomas Drake. . . . That it shall and maie be lawfull to and for the said Maior and Cominalty and the saide Thomas Drake . . . at all tymes hereafter to erecte and builde any bridge or bridges vppon any the lands of the said William Crymes called Rowborough Downe ou^r w^{ch} any pte of the saide leate doth runne towards Plymouth aforesaide for the better and easier passage of traveile^{rs} and carriags ou^r the said leate & to digg cutt haue take & Carry away any earthe turfes and stones vppon the said downe or other lands of the sd Crymes through w^{ch} the sd Ryver doth runne for the makinge and reedifienge and amendinge of any the said brydgs and banes over & of the said Ryver or watercourse in vppon & throughout the said Downe . . . w^{ch} is the lands of the sd William Crymes. And if it happen the saide Leate or watercourse or anie pte of the same runninge ou^r and through all or anie pte of the saide Downe . . . beinge the lands of the said William Crymes shall at any tyme hereafter be suffered to be ruynous decayde or not sufficiently clenched by the sd

William Crymes . . . by the space of dayes together Or that the said William Crymes . . . doe not yelde such helpe for the conveyinge and carreinge of the said water to the said Towne of Plymouth in the tyme of Froste and drieth or in any other tyme of neede as is expressed in and by theise p^rsents whereby their shall not come sufficient water to the said Towne for to serve the same Towne and Towne Milles for the necessarie vses and intents mencyoned in theise p^rsents . . . that then and from thenceforth for all or anie of the causes aforesaide theise p^rsent Indentures and all and eu^ry Covennte grante pmyse Clause Article and sentence in the same conteyned shall cease and be vtterlie voyde and of no longer continewance . . . And the said Maior and Cominaltie . . . and the said Thomas Drake . . . all and singuler the p^rmisses before by theise p^rsents specyfyed or granted . . . vnto the said William Crymes . . . againste themselves their successors heires executo^{rs} and admynystrato^{rs} and eu^ry of them and againste all other pson and psons whatsoever shall and will warrante acquite and defende. . . . And the said Maior & Coialty and the said Thomas Drake . . . doe Covennte to and with the said Wm Crimes . . . that the said maior and Cominaltie & the said Thomas Drake . . . shall and will from tyme to tyme duringe the said tearme vppon requeste well and sufficiently saue and keepe harmles the said Wm Crimes . . . for . . . entringe into the said Slannings lands and assistinge and helpinge . . . for the reparinge and amendinge of the said leate.

Sir Walter Raleigh was mixed up with the affairs of the Corporation in regard to the leat from the fact that he was Lord Warden of the Stannaries, and as such claimed jurisdiction over all matters connected in any way with tin mining. Hence when "wrongs were offered" to the Corporation by Crymes and his mining associates—Crymes owning the tin works for the benefit of which he diverted the water—the Corporation sent Thomas Reanalson to Sherbourne to lay the facts before Sir Walter, but without satisfactory results. However high his merits, the man who was "insatiable in the pursuit of power, and not over scrupulous in the use of it," and who upon occasion was ready to browbeat the whole justicedom of Devon when his tanners were said to be interfered with, was not likely to have any very tender regard for a little band of burghers. This point, however, is not essential to the history of the origin of the leat, and the connection therewith of Sir Francis Drake, and it is not necessary to follow it further.

Lastly, I have to cite, as one of the most perfect illustrations

of the development of the "Drake myth," the following emphatic statement :

"Every inhabitant we presume of that flourishing borough [Plymouth] is fully sensible that to him [Sir Francis Drake] they are solely indebted for that stream of excellent water with which the town is supplied. This never failing stream was conducted by him through almost insuperable obstacles ; and after a progress of 30 miles was discharged in a reservoir or conduit in Old Town Plymouth, and which venerable building is yet to be seen." *

There is not a single accurate assertion in this quotation, honestly intended as it was for matter of sober fact. Even the most persistent adherent of the Drake claims will not now give Sir Francis the *sole* credit of the leat ; will not believe that he overcame "almost insuperable obstacles ;" will not insist against the evidence of his own senses that the length of the leat is 30 miles ; and will decline to accept the idea that Drake conducted the water into a reservoir erected nearly eighty years after his death. Nevertheless this is a fair sample of what until recently has passed for veracious history.

It will be convenient for reference if I give a brief chronological table of the leading incidents in the leat history :

- 1559-60. First survey for water supply, by Forsland.
- 1576-77. Survey of the "River" made by "certayne men."
- 1583-84. Drake becomes tenant of Surpool mills ; rent £40.
- 1584-85. Proposed line of Leat viewed by Justices.
- 1585. Water Act passed ; cost to Corporation, £39 17s. 2d.
- 1589-90. Ground surveyed and Leat planned by Robert Lampen.
- 1590. Drake contracts with the Corporation to bring in the "River of Mewe" for £200, and £100 to compensate the landowners.
Sir E. Anderson and Baron Stroud, judges of assize, visit Plymouth to assess the compensation. Assessment adjourned.
- 1591. Drake's contract completed ; water brought in April 24th ; rejoicings ; workmen and others rewarded by the Corporation. Corporate expenditure on Leat, beyond the £300 paid to Drake, £148 14s. 4d.
Six mills erected by Drake ; four finished by Michaelmas.
- 1591-92. Drake's rent at Surpool mills reduced to £30.
- 1592. Judges confirm award of compensation assessed by Harris, Wise, Crymes, Coplestone, and Strode. Amount, £60 4s. 4d.

* C. S. GILBERT, *Hist. Corn.* vol. ii. pp. 521-2.

- 1592-93. First new conduits built by Corporation.
1593. First payments of "water money" to Corporation.
Bill introduced into Parliament for removal of the Leat mills : did not pass the Lords.
Drake paid last instalment of his £300.
Leat mills leased to Drake for 67 years.
1595. Death of Drake : Surpool mills resumed by Corporation.
1598-99. Probable date of diversion of Leat outfall from Sutton Pool to Millbay.
1600. Interference with Leat by William Crymes ; application to Sir Walter Raleigh.
1601. Sir R. Cecil appealed to by the Corporation for aid against Crymes.
1602-3. Commission held to arrange matters concerning Leat and mills between the Corporation and Thomas Drake, who had become tenant of the mills at Surpool, as well as lessee in succession to his brother of the mills on the Leat.
1604 (?). Settlement of dispute with Crymes.