

THE PILCHARD "CONSTITUTIONS" IN THE
WHITE BOOK OF THE PLYMOUTH CORPORATION,
23 & 26 ELIZ.

BY R. HANSFORD WORTH.

(Read at Great Torrington, August, 1899.)

IN a footnote to his "Rise of Plymouth as a Naval Port," printed in last year's *Transactions*, the Rev. J. Erskine Risk challenges the accuracy, if not the good faith, of the late Mr. R. N. Worth in the matter of an entry on 18v. of the White Book of the Plymouth Corporation.

The entry commences, "xiiij tie die Octobris, Anno xxiiij tio, Elizabethe Regne Anglis, etc. By the meere assents and agreements of Sr fraunces Drake, Knighte, Maior, and the moste parte of the xij. and xxiiij ti in the Guildhalde assemblede, it was agreede and concludede upon that if anie person or persons inhabiting wthin this burghe, doe make or save an quantitie of pilchards," and goes on to provide that if any such persons shall be suspected of selling or promising to deliver pilchards before they were saved, or of having received money beforehand from any non-inhabitant to make the same, they shall be called before the Mayor and questioned on oath, and if guilty not allowed to make any pilchards that year.

Here is a plain "order in Council" by consent and agreement of the Mayor, the twelve and twenty-four.

The words "*By the meere assents and agreements,*" down to and including "*it was agreede and concludede,*" are the well-known equivalent of "*Resolved in common assembly in the Guildhall of the Mayor, Aldermen, and Common Council.*"

The author of the "Rise of Plymouth as a Naval Port" was, however, in urgent need of an agreement between Sir Francis Drake of the one part and the Plymouth Corporation of the other part, and apparently not being familiar with the forms of the time seized on this entry.

The result of this misapprehension being that this same entry, date 1581, was made do duty for the "articles of agreement" which "Mr. Heles man" was paid for "wrytynge out" ten years later, in 1591. An interval of time which in itself invalidates the suggestion, independently of the initial error.

The transcript of the entry in question given by Mr. Risk is inaccurate in an important particular; the word after "Sir ffraunces Drake, Knighte" is given by him as "maid," presumedly the equivalent of "made." Reference to the original shows it to be "Maior," an office held by Sir Francis in 1581.

It is unnecessary to dissect Mr. Risk's further arguments based on this "*agreement*."

The suggestion that the entry of 1581 had any reference to an agreement between Drake and the Corporation is founded on a profound misapprehension of the use of words; the further suggestion that the entry of payment to "Mr. Heles man" for a copy of an agreement made ten years later—in 1591—referred to this minute, should be asking too much for the most credulous. The statement that Mr. Worth found this said entry "eventually" is a claim for precedence which the facts controvert; and the statement that Mr. Worth, having found it, "disguised it" as an Order is fortunately a mere tribute (unconscious it is true) to his knowledge of the procedure and verbiage of the time. It was Mr. R. N. Worth's intention to abstain from all further controversy on the Drake subject, and the writer feels himself so far bound by that intention that the other footnotes and many controversial statements in the body of Mr. Risk's paper are not here dealt with. Answers to all have already been given in Mr. Worth's papers on Drake and the Plymouth water supply. A charge of "disguising" evidence seemed, however, too serious to be allowed to pass as a "last word" between two combatants, one of whom could no longer reply.