

SIR FRANCIS DRAKE: HIS ORIGIN, ARMS, AND DEALINGS WITH THE PLYMOUTH CORPORATION.

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Two papers published in the *Transactions* of the Devonshire Association for 1883 deal more or less directly with matters of controversy touching the career of Sir Francis Drake, and criticise, more or less explicitly, certain statements which, in the interests of truth, I had felt bound to make. Until the appearance of those papers I had no intention of bringing this subject under the notice of our Association, but justice alike to historical accuracy and to myself now renders another course necessary. Nor is this perhaps wholly to be regretted. Drake fills so large a place among the Worthies of Devon, his real character and doings have been shrouded in such a cloud of misty legend, and there is so much absolute ignorance concerning some of the leading facts of his life—an ignorance moreover fostered by party and enhanced by prejudice—that a contribution to his biography which owes nothing to fancied possibilities or fruitful imaginations, but is based throughout upon direct contemporary evidence, should be wanting neither in interest nor in value.

The first of the papers to which I refer, "Some Recent Revisions of the Drake Chronology,"* originated entirely in an accidental error in copying a quotation, the probability of the existence of which error I had already myself indicated, and which in no way invalidated the arguments used. A date was wrongly given, but the circumstance connected with the date was rightly stated, and this was the only essential point.

* Rev. J. ERSKINE RISK, M.A., *Trans. Devon. Assoc.* xv. 196-201.

The paper, therefore, turned purely upon a question of hyper-criticism, as will be seen when I proceed to set forth the full history of the connection of Sir Francis Drake with the Plymouth Waterworks.

The second of these two papers is, however, of a very different class.* Under the title of "Drake—the Arms of his Surname and Family," it is sought to prove that Sir Francis was a man of high descent; that his name was derived at least from the ancient dragon standard of the Britons, itself of mystic Oriental origin; and that he was himself entitled to bear the red dragon, or wyvern, which he undoubtedly did quarter with the coat granted him after his voyage of circumnavigation—the fesse and pole stars.

When, however, we have read all that has been written in defence of the hypothesis of Drake's distinguished origin, we find that it rests solely upon supposition, and that such direct evidence as we have is quite the other way.

For centuries the name of Drake has been common in the middle and humblest walks of life in South Devon, nor did it ever rise into prominence in that part of the county until made famous by Sir Francis himself. In the East of Devon, on the contrary, the Drakes of Ashe were an ancient and distinguished family centuries before the Tavistock bearers of the name had emerged from their obscurity. Nevertheless it is perfectly true, as Dr. Drake has admitted, that "the name of Drake is associated with no summons to Parliament, nor important Domesday tenure,"† and therefore that there is no pretence to claim for the Drakes as a race the antiquity and distinction needed to trace their origin to British nobles, much less to Roman Draconarii, or to Indians, Assyrians, Persians, Scythians and Dacians, as adopters of the "Dragon standard." In simple truth, the surname of Drake is precisely of the same class as that of Duck, Sparrow, Finch, Raven, Crow, Jay, Hawk, or Gull; and there is just as much reason (and no more) for assuming that all the bearers of either of these names came from one stock as for holding this of the Drakes. Moreover, there is direct evidence that the association of the Drakes with the wyvern, or dragon—in old English "drake"—was the result, not of hereditary descent either from dragons or their bearers, but of the "canting" conceit of a punning and oftentimes ignorant generation of heralds—those who gave

* H. H. DRAKE, M.A., PH.D., *Trans. Devon. Assoc.* xv. 487–493.

† *Op. cit.* p. 487.

the "three hands" as a coat to Tremayne, and the "three fusils" to Trefusis, regarding these names as French instead of Cornish. This is shown by the indisputable fact that the oldest coat of the Drakes on record is *not* the wyvern, but three battle-axes. The "drake," therefore, is not the arms of the surname when it first emerges into historical sight.

But may it not be that of the Tavistock family? No member of that family before the time of Drake is recorded to have borne arms; and the most diligent researches have failed to show that any of them was higher in rank than an ordinary ecclesiastic—in those days no proof of family at all. Sir Francis's own father was a minister. There was a William Drake, probably related, vicar of Whitchurch and rector of Sydenham, who died in 1548; and about the same time there was in Tavistock, as a copy of a deed in the handwriting of Serjeant Hele, among the muniments of the Plymouth Corporation, shows, a certain William Drake, blacksmith, who acquired a house once belonging to Edmund Jordan. And that there was an earlier connection of the Drakes with Plymouth than the time of Sir Francis, the entry of one Thomas Drake as freeman, in the reign of Henry VIII., shows.

Neither direct nor collateral evidence of the original status of Sir Francis and his family is, however, wanting. The fact that his first wife was of yeoman station is some indication of his own position at the time he married her. He looked higher when he was a widower and had risen in the world. Moreover, the Hawkinsees, his kinsfolk and early patrons, were without arms until Sir John won them by his valorous deeds. The most important direct testimony is that supplied by the Plymouth Corporation records, in lists of freemen and the like. We find on examining these documents that the strictest care was taken all through the sixteenth century to distinguish the social positions of the persons named; and here, both as regards the Hawkinsees and the Drakes (Francis and Thomas), we can trace the steps by which they ascended through the stages of "generousus," "armiger," and "miles." When first mentioned it is with neither prefix nor affix, and the supplement of the plain Christian and surname with these marks of distinction corresponds exactly with the dates when we know they were acquired. Francis Drake, who was admitted to the freedom of the borough of Plymouth in 1570, then neither claimed to bear arms, nor was recognized as of gentle, not to say knightly, blood.

Nevertheless it is a fact that in later years, when plain

"Francis Drake, mariner," had grown into "Sir Francis Drake, Knight," and had matched with the blue blood of Devon, he quartered the wyvern; then long borne by the Drakes of Ashe in replacement of the older battle-axes, with the fesse wavy and pole stars granted him by Robert Cooke, Clarencieux. The sole point in question here is the right by which this was done. It is clear that he had no heraldic authority. When his admitted grant of arms was made, he indeed asserted that Sir Bernard Drake and others of that family were ready to attest that "the sayd S^r Fraunces Drake may be prerogative of his birth and by right descent from his auncestor bear the arms of his surname and family, to wit, Argent, a Waver Dragon geules;" and these words appear in the original draft of his patent. Had they appeared also in the patent itself, there would have been an end of reasonable controversy. Unfortunately, however, for him, neither Sir Bernard Drake nor any member of his house was inclined to make such an admission. Sir Francis, therefore, failed to prove his claim, and when the patent was prepared these all-important words were omitted. Dr. Drake says they were left out because the ornamentation of the parchment took up too much room; in other words, that the text of this legal document was made subordinate to the flourishes! It cannot be necessary to argue seriously in refutation of such a suggestion, in which moreover, among all antiquaries and heralds of competent reputation, its author stands absolutely alone. Nor need we concern ourselves about the curious story told by Prince of the manner in which Sir Bernard resented Sir Francis's claims—by boxing his ears. I cheerfully admit that Prince is not infallible, but then he is not to be rejected or accepted without reason at pleasure. The fact that the claim was made in the draft and expunged in the patent is the very strongest evidence of its worthless character; and if further proof were required, we have it in the abandonment, after the death of Sir Francis, by Thomas Drake and his descendants, of the wyvern, which the great seaman had usurped in his masterful way. The simple explanation of the whole business is that Sir Francis Drake, like many a *parvenu* of modern times, was not content to be the founder of his own fortunes, but was weakly anxious to assert hereditary claims to a position in polite society.

But this, after all, is a matter of minor interest. The chief object of the present paper is to set forth from contemporary documents the story of the connection of Sir Francis with the Plymouth Corporation, and the true detail of the origin

of the Plymouth Waterworks. It is only since 1881 that this has been possible with any fulness or accuracy. In that year the Corporation recovered a volume of Receivers' Accounts which had lain among the archives of a private family for at least a century and a half, and which cannot be proved to have been in the hands of the Municipality since June 17th, 1679, when it was produced in evidence by them in a lawsuit. The entries in this book not only threw a flood of light upon the general history of Plymouth in the reign of Elizabeth, but explained many matters that had long been of doubtful purport, and, what was equally valuable, indicated directions in which further search could be made. It is now possible, therefore, to compile a connected and fairly complete accurate record of the history of the ancient water supply of Plymouth, as set down at the time by the men who provided it. That this contemporary evidence should ill accord with tradition was perhaps only what might have been expected; but I was not at all prepared for the character of the controversy that arose when the true detailed facts were first made public, nor for the preference avowed in some directions for rumour and hearsay over direct official testimony. And to my mind all that was in dispute was practically given up when it was tacitly admitted that the position which I had taken could only be assailed by denying, not my inferences, but the validity of the official records and legal and other contemporary documents on which they were based.

Those who are curious in the history of the development of what I have elsewhere called the "Drake myth" will find the materials in the eighth volume of the *Transactions* of the Plymouth Institution, where I have collected all the passages from the various annalists of Devon which profess to give an account of the connection of Drake and the Plymouth Leat. Each copying more or less from his predecessors, without the slightest resort to original authority—repeating old errors and adding new ones of his own—what may be called the historical tradition has progressed from the perfectly correct assertion that Drake "brought" the water into Plymouth to the utterly mistaken statement that he "gave" it. And side by side with this there has developed an oral tradition (which, however, as yet no one has been found hardy enough to defend), that the water was brought into Plymouth by "art magic," following the tail of Drake's horse in virtue of certain cabalistic words pronounced over it at its source. The two legends have progressed upon precisely the same lines, and the only difference between them is that one has moved a little faster

than the other. Each has precisely the same claims to our respect.

We must observe, however, that there was a third, a corporate or official tradition (for such it really was while the evidence remained lost), and that this was always in effect the same. The portrait of Drake, placed in the Plymouth Guildhall in 1617, simply records that he

“With fresh streames refresht this towne that first
Though kissed with waters yet did pine for thirst.”

A tablet which formed part of the Old Town Conduit at Plymouth, placed therein when it was rebuilt in 1671, only states (the original conduit of 1598 had no reference to Drake, “S^r Francis Drake first brought the water into Plymouth in 1591.” The chief toasts at the Fishing Feast of the Plymouth Corporation, when the leat is inspected and the Head Weir visited, though they do not date back 200 years, are merely, “The pious memory of Sir Francis Drake;” and, “May the descendants of him who *brought* us water never want wine.” The authoritative declaration of the ancient Corporation of Plymouth (though even with them, in the absence of the record, we can trace a certain manifestation of vague sentiment, as seen in the Feast, which was fostered by members of the Drake family) never, in fact, went beyond the word “brought;” and when in 1822 they were called upon to make a formal return to Parliament on the matter, they declared, in reply to the question, “At whose expense and when were the works constructed?” “In the reign of Elizabeth, at the expense of the Corporation.”

At that date attempts had been made, which assumed more formidable proportions later on, to declare the water supply of Plymouth a charity founded by Drake, and not a property created by the Corporation. Although deprived of many important documents, for which both in Plymouth and London they then searched in vain, the authorities succeeded in establishing their right; and there all controversy should have ended. Unfortunately—from our present point of view—the destruction of the old municipality, the rapid growth of the town from without, and the removal or extinction of many of its old families, cast the chief burden of local government upon the shoulders of gentlemen who were ignorant of the history of the Corporate affairs, and have blundered thereon accordingly in a style that would have been impossible with the least-instructed member of the old “twelve and twenty-four.” The position I maintain then is precisely that which

was held by the old Corporation of Plymouth, continuously from the time of the formation of the Waterworks until its dissolution in 1835. I do this, however, with the aid of contemporary records, some of which had been removed from their custody, and all of which they sought for diligently, but sought in vain. And I trust I may add (without being thought to place myself too prominently forward), with the aid also of a local knowledge which would have spared certain zealous defenders of the exterior tradition some of the most curious blunders in topography and interpretation that ever amused the patient student of historical veracities, or illustrated the wild fancies of an unbridled imagination.

With this introduction I proceed, as Verstegan phrases it, to "the restitution of decayed intelligence" on this matter.

There is abundant evidence that the water supply of Plymouth was, in the first place, derived chiefly from wells. Among the names of wells of a more or less public character that have been preserved we find Buckwell, Quarrywell, Ladywell, Finewell, Westwell, St. Andrew's Well, Holywell, Harwell, and Martock's Well. The sites of several of these are still known, and they were evidently fairly scattered throughout the town, as it then existed. The old Conduit by Notte Street was supplied from a well in Well Park adjacent, continuously on through the seventeenth century. Private wells must also have been numerous. Indeed Plymouth is exceptionally supplied with underground water, and there are even yet a number of very productive wells along the line of junction of the slate and limestone rocks, in the less compact slates, and associated with the trappean bands; and these, two years since, when a severe frost deprived the town of its ordinary water supply, proved capable of materially relieving the necessities of the inhabitants, large as the population now is.

In addition to the wells, there were at least two streamlets within the precincts of the borough, which flowed through the town. One of them rose in what is still called Shute Park, though now covered with houses; and the site of the other is still marked by the name Hampton Shute. The first of these (which now passes away by the sewers) must have been of some little importance, since what is now Bilbury Street, which lies between its source and Sutton Pool, was anciently in part called Bilbury Bridge. More distant, but yet barely a mile from what in the sixteenth century was the centre of the borough, were the still existing streamlets at Pennycome-

quick and Lipson; and to these it was the custom to resort when the ordinary supplies within the limits of the town itself fell short in time of drought. Neither of the two latter were, however, available without carriage.

The governing body of Plymouth from an early period interested itself in this matter of water supply. In fact, we find in the earliest volume of accounts preserved, under date 1495-6, in the mayoralty of William Nycoll—

Itm p^d for mendyng of a Cunditt yⁿ the tenemente some
tyme Nicolas Elsworth y^s xiiij^d

So in 1509-10 work was done in John Paynter's close "for the conveyance of the wat' yn to the waye." Some entries of this class may be doubtful; for the word conduit is not always applied in its more modern sense; but others are clear enough. References to wells cannot be mistaken, nor can such entries as the following, one of a numerous class. It occurs under the mayoralty of William Weeks (1549-50):

Itm paid for plats of Ire to amend the boxe of the
plumpe of the well of the south syde and for
Arnold Rawlyns labour abowte the same iiij^s iiij^d

It is not unimportant to note here that this pump was undoubtedly used for the supply of vessels; whilst the continual entries of outlay thereon in repairs show that it saw a good deal of service.

But the town was growing and its needs increasing. Not only was a better supply of water wanted for the residents, but the "plumpe at the south syde," so constantly out of order, was utterly unable to meet the demands of the shipping. "Old Will Hawkins," father of Sir John, had opened the Southern Seas to English trade. His sons were following in his track when Elizabeth came to the throne; and with many another merchant adventurer of the ancient fighting type, and many a captain of the Royal Navy, made Plymouth harbour a place of constant resort. The port outgrew its primitive system of water supply; and so in the mayoralty of Lucas Cock, under date 1559-60, we find the following entry among the records of Corporate expenditure:

Itm to M^r forsland of bovy & his company for vewinge
of the ground wherebie freshe water myght have
byn brought unto the towne xvj^s x^d

Here then is the real starting-point of the Plymouth Corporation Waterworks. Mr. Forsland, as we learn from the Stannary Records, was a man of some note in his day. By occupation a "tin streamer," he was a member of the Stannary Parliament that assembled at Crockern Tor in 1576, and was of sufficient standing to be described as "gentleman." Of all men in those days, a "tin streamer" was best qualified to advise on a question of water supply. Water was indispensable for the washing of the tin ore out of the alluvium in which it was worked; and to obtain this water the streamers sometimes carried their little "miners' leats" for miles, winding round the flanks of the hills. There are artificial courses of this character still in existence, of a great and unknown antiquity.

Though it is not said whither Forsland went, it is quite clear that it must have been some distance from the town; and to anyone who is acquainted with the topography of the district, it will be apparent also that the nearest point from which a sufficient gravitation supply could have been obtained must have been on the river Meavy. However, as nothing appears to have come of this work beyond the payment, the entry is chiefly valuable as showing that the idea of bringing water from a distance originated with the Corporation. That it could not have originated with Sir Francis Drake will be apparent when we remember that at this date he was a young sailor, probably in his twenty-first year. His kinsmen and early patrons, the Hawkinse, were then members of the Plymouth Commonalty, if not of the select "twelve and twenty-four" in whom the government of the town vested. William Hawkins became freeman in 1553-54, John Hawkins in 1555-56. Drake was not made free until 1570-71. He cannot be connected with an act of the Corporation which took place ten years before his admission to the freedom; and indeed in 1568, after his return from San Juan d'Ulloa, he was so far from being a man of mark, that when William Hawkins sent him to London with tidings of the disaster, he called him his "servant, Francis Drake."

Whatever the reason the Corporation were unable to follow up the survey of Forsland, they were not unmindful of the wants of the town. Entries now occur of expenditure, not merely upon the Southside pump, but upon a pump in Hawe Lane, and on a town well and pump. Moreover, in 1569-70 William Hawkins built a new conduit; and either this or another conduit associated with the Market Cross came to repair in 1571-2. And that this conduit was supplied by a

stream of some sort (probably from Shute Park) is shown by an entry in the mayoralty of John Sparke (1583-4):

Itm pd to Wilstrewe for bringinge the water above
grounde to the Conditt v^s

Meanwhile the Corporation had not abandoned their wider scheme. They had it before them, at any rate, in the mayoralty of John Ilcombe (1576-7); for then we have the entry:

Itm pd to certayne men that vewed the River at the
requeste of m^r mayo^r & his brethren for their
paynes & for their charges aboute the same lijs^s v^d

Here it is clear, from the mention of the river, that the Meavy is the source intended. It is clear also that "Mr mayor & his brethren" are the moving spirits. Of these brethren Drake was not then one. Indeed, as he sailed on his voyage of circumnavigation in November, 1577, he must have had his hands quite full of other matters, more important to himself personally. The entry, in its date and language, is, however, conclusive without the need of collateral evidence. The scheme was in existence when Drake sailed. It could not, therefore, have originated, as has been asserted, in the acquaintance made by him during that voyage with Peruvian aqueducts; still less could it have originated in his mayoralty, after his return, in 1581-2. The Corporation scheme of 1559-60 is the Corporation scheme of 1576-77, and that again was the scheme carried to completion in 1590-91. It is not difficult to understand why there was this delay. During the earlier years of the period, as the accounts show, the Corporation was struggling with financial difficulties, and could hardly meet current expenses; and later on the operations against Spain absorbed all its energies and resources.

For example, there are the numerous entries concerning the Corporate outlay on St. Nicholas Island, commencing as early as 1547-8, when Drake was under ten years of age; and we read:

Itm geven in Rewarde to the p^t w^{ch} brought the
Counsaylls lres for the fort to be made on saynt
Nichos Irlond xij^d

While in the same year work was done on the island under the direction of Sir Francis Fleming; and William Hawkins, John Elyott, John Ilcombe, and Richard Hooper rode to London about the business, and had £2 each.

It was not, however, until some thirty years later, just the period when the need of improved water supply had become most pressing, that the chief expenditure was incurred in this direction. For example, we have in 1579-80 :

Item pd to w^m hawkins esquire for money laide owte in
pcurryng the patent for the Ilonde and for his
change in the suyte thereof xxij^{li}

And in 1583-4 :

Item pd owt this yere in sondrie work, as in fortefyenge,
buyldinge, entrenchinge and other munytions
boughte for the fortificacon of St. Nicholas
Island ij^lxxix^{li} xiiij^s iiij^d ob

While work of this kind was in hand the Corporation had neither time nor money to take up any less pressing matters, however important they might be.*

Probably, however, this was not the only reason. The inquiries made would have shown that the Corporation did not possess the power to carry out the work without the intervention of the Legislature; and as no Parliament was called by Elizabeth from 1572 until the close of 1584, there was no opportunity in the interim to obtain the needed authority. Directly Parliament was convened, however, the Corporation set to work and drew up a bill, the history of which is to be read in the *Journals* of Sir Simonds d'Ewes.

The burgesses chosen for Plymouth were Christopher Harris of Radford, and Henry Bromley; and the town accounts show that intimation of their election was sent to Drake and to John Hele (the celebrated Serjeant, then "town counsel," and afterwards Recorder, and undoubtedly the framer of the Bill), who were both in London.

Item paide to a man to goe to London wth L^{res} to S^r
Frauncis Drake & Mr. Hele touchinge o^r Burgesses
for the Parliamente xxiiij^s

* I have elsewhere suggested it as a curious problem for solution why and when the island dropped its name of St. Nicholas for that of Drake, who had nothing at any time to do with it, and, as the entries quoted above show, certainly never raised the battery there, as stated in *Westward Ho!* So far all the efforts made to prove a connection between Drake and the island have only resulted in a reference to the fact that the Corporation once made a request (which was *not* granted) that Drake might be appointed its captain. I have been myself unable to trace the use of the name further back than the early part of the present century; so that it is evidently a trivial term of very modern origin, and has no official or recognized status. Until indeed within the past half century the name on the maps was invariably given "St. Nicholas."

Now the entries in D'Ewes' *Journals* touching the Plymouth Water Act are as follows :

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, 21st December]. The Bill for the preservation of the Haven of Plymouth was upon the second reading committed unto Sir Francis Drake, Mr. Wroth, Mr. Edgecombe, 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, 18th 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, 20th February]. The Bill for Plymouth-Haven was brought in again with a Proviso.§

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

[Saturday, 27th 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].

As the Parliament met on the 23rd November, 1584, and the Bill was introduced on the 10th December, it is evident that no time was lost by the Corporation. The delay between the 21st December and the 18th February is mainly accounted for by the Parliament having been adjourned from the former date until February 4th.

And it is here, in the *Journals* of Sir Simonds d'Ewes, we have the first mention of Drake in association with the Plymouth Water Supply. He was then member for Bossiney; and it will be seen that his connection with the bill was simply that of member of a select committee, of which Mr. Wroth, member for Middlesex, was chairman, and to which Mr. Edgecombe, member for Liskeard, and Mr. Grafton, member for Grampound, also belonged. When these facts

* 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.

first came to my notice, I was inclined to regard them in a somewhat different light to that which now seems at least possible, and as proof positive of the independent action of Sir Francis, remarking :

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.

I do not now think it quite so easy, with the still later facts that have come before me, to save his reputation at the expense of his influence.

The Bill is a curious document, and is worth giving *in extenso*, as preserved among the records of the Plymouth Corporation.

It is entitled "An Acte for presvacon of the Haven of Plymouth."

Whereas yo^r Ma^{ty} Towne of Plymouth in the Cowntie of Devon being an auneynt Borough Towne bordering upon the meane Sea, yet havinge a pleasaunte and safe Harboroughe and Rode for Shippes within or nere the same, comonlie called Plymmowth Haven, wheare as well yo^r Ma^{ty} Shippes as the Shippes and Vessells of dyvers yo^r Highnes Subiects tradinge into forren Partes and from Porte to Porte within this Realme do often upon necessitie and otherwise arrive harboroughe refreshe and vittell themselves as well wth fresshe water, being a thing very necessarie for them, as with divers other thinges, Hathe, for the moste Parte of the yere, none, or at the leaste verely litle, fresshe water within a myle of the said Towne or thereabowt, a matter verely incomodiouse ; By reason whereof yo^r Ma^{ty} Shippes and the Shippes of yo^r Highnes subiects arryving and harbouring in the saide Haven as aforesaide the Marryners of the same are manye and often Tymes dryven by necesytie to goe a Myle or more from the saide Towne and their Shippes to fetche fresshe water for their necessarie uses, by reason whereof dyvers Tymes they lose dyvers good Wyndes and oportuyties whiche they might take benefite of, yf they mighte water them selves nere their shippes ; besides the saide Towne being subiect to fyer, as well by the Enemye, for the same was once burned by the Frenche in the tyme of Warre, or by negligence and other mishappe at Home, there is no Water in or nerer the saide Towne for the moste Parte of the yere (especiallie in the Sommer Tyme when the Daungers bee greateste) then a Myle or sometyme

more, as the dryeth is, and wheare also the said Haven of Plymouth, being one of the pryncipall Havens and Harboroughes of the West Parts of Englande, doth Daylie querre & fill wth the Sande of the Tynnewoorcks and Mines nere adioyneng to the same, and in shorte Tyme wilbe utterlie decayed yf some Redresse and speedie Remedie be not hadd; and wheare also there is a Water or Ryver within the saide Countie of Devon called the water or Ryver of Mewe als Mevye distaunte from the saide Towne abowte Eight or Tenne myles, Parte of the whiche Water or Ryver wth some chardge wilbe brought into the saide Towne of Plymouth without any greate Preiudice or Damage to anye Owner or Owners of any Lande throughe whiche the same shalbe conveied, By reason (the moste Parte) in effect all the same Lande is either barren and heathie or ells hillye and drye grounds whiche wilbe bettered and amended by the water that shalbe brought throughe the sama. By brynging of whiche water moste of the Incomodities and Daungers and divers others shall not onlie be remedied, but also some Parte of the Chanell of the saide Haven scoured & cleansed by the same Ryver to the p^rpetuall contynewance of the same Haven, a matter moaste beneficiall to the Realme.

And wheare also the Inhabitaunts of the same Towne are Incorporated by Kinge Henry the Sixte by the name of the Maio^r and Coialtie of Plymouth whiche is confirmed by yo^r Ma^{tie} and dyvers yo^r noble Progenito^rs Kings of this Realme.

Maye it therefore please yo^r moste excellent Matie of yo^r moaste noble and abundant Grace and accustomed Favoure that yt maye be Inacted by this present Pliaiment that yt shalbe Lawfull to & for the saide Mayo^r and Coialtie and to theire successo^rs at all Tymes after the Feaste of Easter nowe next comynge, to digge and myne a Diche or Trencher conteyneng in Bredthe betwene sixe or seaven Foote over in all places throughe and over all the Lands and Grounds lyeing betwene the saide Towne of Plymouth and anye parte of the saide Ryver of Mewe als Mevye, and to digge, myne, breake, banck and cast vpp, all and all maner of Rockes Stones Gravell Sande and all other Lets in any places or Groundes for the convenyent or necessarie Conveyenge of the same River to the saide Towne, and further from Tyme to Tyme to doe Repacon and make Weares Bancks and all other Things necessarie whereby the saide River may be brought & conteynewe vnto the saide Towne withowte Lette Denyall Vexacon or Trouble of the Lord or Lords Owner or Owners of the same grounde or of any other pson or psons by suyte in the Lawe or otherwise upon Payne of xx^{li} for everie Tyme that they or anye of them do attempte the Contrarie thereof, the one half thereof to be to o^r saide Sovereigne Ladie and thother halfe to the said Maio^r and Coialtie & their Successo^rs to be recovered by Action of Debte, Bill, Pleynt, or Informacon, wherein the ptie Defendant shall not wage his Lawe, nor in the saide Action, Actions, or Suytes anye Essoyne Licence or Protection shalbe

allowed, The saide Maio^r and Coialtie gyving and payenge to the Lorde or Lords Owner or Owners of the Soyle where suche Things shalbe made or done, in Recompence and satisfaction of & for the Lande or Grounde so to be digged or myned, for the full & absolute Purchase of the same to them and their Successo^r so moche money as by the twoe Iustices of the Assise of the Countie of Devon for the Tyme being shalbe adiudged ordeyned and determyned. And also gyveng and payenge to the Tennts Fermo^m and Occupiers of suche Lande or Grounde for suche Hurts or Losses as they or any of them shall have or susteyne by the same, as moche as shalbe assessed adiudged and determyned by the saide two Iustices of Assises, the same Recompence and Satisfaction as well concernynge the Lord or Lords of the Lande as the Tenants Fermo^m and Occupiers of the same to be paied by the saide Maio^r & Coialtie of the saide Boroughe for the tyme beinge or their Successo^r within the space of Sixe Weekes next after the ratinge assessing and determynenge of the same, unless the saide Maio^r & Coialtie & their Successo^r can otherwise compounde and agree wth the Lords Tennts Fermo^m & Occupiers of suche Lande and Grounde or with any of them, and in Case yt happen the Maio^r and Coialtie of the saide Boroughe do make Defaulte of Payment of the sayde Recompence & satisfaccon and resiste to paye the same as is before reserved, That then the Lorde Lords Owner Owners Tenants Fermo^m and Occupiers of suche Lande or Grounde that is aggrieved therewth and to whom the Recompence & Satisfaccon ought to be paied shall and maye Lawfullie comence affyrme & take his or their action of Debte by the course of the Comon Lawe against the Maio^r and Comynaltie of the saide Boroughe for the Tyme being and their Successo^r for recoverie of the same in any Courte of this Realme at the will and Pleasure of the ptie grieved, and the like Proces thereupon to be hadd, as in accoon of debte at the Comon Lawe grounded upon Contract or Specialtie hathe used to ben hadd, in whiche no Wager of Lawe Essayne or Protection shalbe allowed.*

Provyded allwies and yt is further Inacted by this present Pliament and by the authoritie of the same, that the said water shall not be conveyed throughe the House Garden or Orcharde of any pson or psons or throughe anye Parte thereof w^{thout} Composicon to be firste hadd with the Owners and Occupiers of the saide Howses Gardens and Orchardes. Provided alwaies that this Acte nor any Thing herein conteyned shall extende to gyve Libertie, as aforesaid to bring the saide Water or anye Parte thereof owte of his auncient Course to or for any Intente or Purpose menconed in this Acte, unlesse everie suche pson and psons as are Owners of any Mylle or Mylles scytuate and standinge upon or nere the saide

* Charles II., by his Charter of 1680, granted the moiety of the penalty of £20 for interfering with the leat, here reserved to the Crown, to the Mayor and Commonalty.

Ryver of Mewe als Mevye shalbe first compounded withall as aforesaid, yf the sayede Milles shall by the bringinge of the said water or any Parte thereof unto the saide Towne of Plymowth be impayred or hyndered.

It is necessary to notice here, as having the most important bearing upon the motive which led Drake to interest himself in the matter, that the Act was not passed in the form in which it was at first introduced. Reference to Sir Simonds d'Ewes' *Journals* will show that in committee a proviso was added; and reference to the Act itself makes it clear that this proviso is the only part of the measure in which any allusion is made to the erection of mills, or which in any way can be construed to authorize the appropriation of the intended watercourse to that purpose. Power to erect mills therefore was *not* sought by the Corporation of Plymouth, but was added by the committee, the only member of which who had any connection with Plymouth was Sir Francis Drake, and he at that moment was lessee of the ancient manor mills at Millbay, which belonged to the Corporation.

The Corporation accounts are conclusive as to the means by which the Act was obtained, and whence the money came which paid for it. I first give the entries of expenditure in London.

Itm paide to Mr. Hele for his helpe att London for furtherenge of o ^r sute for bringinge in of the water as by his bill appeareth	ix ^{li} j ^s vj ^d
Itm paide to Mr. Christopher Harris for the helpe aboute the water as by his Bille appeareth	xvij ^{li} vj ^s
Itm paide to George Baron for his paines and charge in sollicitinge the Cawse for the Bringinge home of the water to the Towne w ^{ch} is enacted spendinge xxvij daies	vij ^{li}
Itm paide more for drawinge of the Acte manye tymes writen	ij ^{li}

George Baron was the Town Clerk, and was sent specially to London to "sollicit the Cawse." Both he and Hele, as officials of the Corporation, were paid for their services. Another phrase, however, is used with regard to the outlay by Harris. He is paid, not for "*his* help," but for "*the* help;" and his outlay was as much as that of both the others put together. If any doubt is felt as to the character of Harris's expenditure, possibly the following entry from the accounts of 1509-10 may supply a clue:

It delyuyd to John Bryan for harry Strete and hym
 beyng burges of plement for the towne for ther
 labor and Expences durynge the plement and for
 rewards and pleasurs gyven to dyus lords of the
 Courte to be fryndely to the towne . . . x^{li}

And there are numerous entries of this kind. Thus in 1541-2 a tun of wine, costing £5 6s. 8d., was given to the Lord Admiral to move the king for the discharge of the pension which Plymouth had been accustomed to pay to the Priory of Plympton.

There can be no doubt, I think, that influence was bought and paid for to further the passing of the Act; but there is no evidence that Drake exercised any beyond the matter of the proviso, and there is no need to assume that he was one of the gentlemen who, in plain English, was bribed. His reward came later in another and more substantial fashion.

Beyond the money laid out in London there were several local items of expenditure on the Water Act which are not without interest :

Itm paide for a supper for the Justices when they came to viewe the course for bringinge the water into the towne	xxxij ^s
Itm paide for victualls wine beare and other pvision carried from hence vpon the Downe	v ^s vjd
Itm paide for the hire of three horses att that tyme	ij ^s vjd
Itm paide to a poore man to shewe them the waye	xij ^d
Itm paide to Sprie the painter for riding to mevie aboute the water	v ^s
Itm paide for his horse hire then	xij ^d
Itm paide for Mr. Carewes diett when he rode aboute the water	ii ^s viij ^d
Itm paid to Sprie the painter for makege of a plot of the Toune and parrishe w ^h a Bourder Carried to the Counsell	x ^s

The legitimate inference would seem that some of the local justices (had they been judges of assize Mr. Carew would not have been associated with them) viewed the proposed line of leat in order to report thereon to the authorities; and that they were strangers to it is shown by the hiring of "a poore man to shewe them the way." The Act cost the Corporation in all £39 17s. 2d., which is equivalent to nearly £250 of current money, a heavy charge for an unopposed measure, and a sixth of the total corporate income of the year.

These are all the contemporary references to the Water Act, and they show clearly enough that it was both promoted and paid for by the Corporation. It has, however, been argued that Drake was the real promoter, because the ostensible purpose of the Act is "the preservation of the haven of Plymouth." And undoubtedly this is a suggestion that might be entitled to some consideration, though utterly unsupported by evidence, if it could be shown that before his time the "haven" had been neglected. So far, however, is this from having been the case, that there are entries of proceedings by the Corporation of Plymouth against the tin streamers for choking the harbour long before he was born, and continuously thence at frequent intervals throughout the whole of his life and years after his death. Again, the "haven" of the Act is unquestionably Sutton Pool, the ancient harbour of the town, to which Cattewater formed the roadstead, and this had been under the care and government of the Corporation well-nigh a century before Drake saw the light; while the orders are still extant made by William Hawkins, mayor, John Fytz, recorder, and the "12 and 24" in 1568, for the "good kepyng of the poole and waterside under the full sea marke." What more natural than that this heedful care should be continued, and that an effort should be made to bring the "water of Mewe" to the town, with this object among o'hers, that there should be "some parte of the Chanell of the saide Haven scoured and cleansed." The seamen of Plymouth had not waited until Drake came, to teach them to learn the advantages of their harbour, or the way to maintain it in proper order.*

* It has been doubted that the Haven of Plymouth mentioned in the Act was Sutton Harbour. To this it is sufficient to reply that the word haven or harbour is locally used in several senses, each of which must be decided by the context. It is sometimes employed for the Sound and all its branches, sometimes for different parts only, and sometimes even has a wider meaning still; for there was a time when the Customs port of Plymouth included all the maritime towns of Cornwall. Leland limits the meaning of the word clearly to Sutton Pool, which is recognised indeed in the fourteenth century, not merely as the harbour, but the "port" of Plymouth, and there are frequent distinctions made between the harbours of Cattewater and Hamoaze and Stonehouse, all being parts of Plymouth Haven in the extended sense. Where, however, reference is made to the washings of tin works, it is always "the harbour of Cattewater and Cawse" (Sutton Pool) that is intended; and in the course of a dispute between Plymouth and Saltash, as late as 1635, the headland of Mount Batten is spoken of as dividing the harbour, not from Plymouth Sound, as now understood, but from the "mayne sea." And if the allusion to the damage caused by the tin works in the Water Act is not deemed conclusive, there is no evading the fact that the only part of the larger Plymouth Harbour "within or nere" the town was Sutton Pool, and that over this alone had the Corporation of Plymouth any jurisdiction, while a contemporary

Although the Corporation obtained powers to proceed with their project early in 1585, some five years elapsed before they made any practical attempt to carry it out. We are not surprised at this when we bear in mind that in the interim Plymouth had to play the leading part in the great struggle with Spain. A port that was expending its energies in sending out expeditions, and in preparing for the reception of the Armada, had little opportunity to deal with home affairs. Year by year plunged the Corporation more deeply into debt, until 1588 brought the expenditure up to £659 11s. 6½d., which was more than three times the ordinary outlay in time of peace.

However, in the mayoralty of John Blitheman (1589-90) the preliminaries of the actual work were commenced. The first entry runs as follows :

Item pd for a staffe to [take] the levell of the water &
for mendinge the hedde, being broken and for
ledde vjd

The next brings Drake into the business, but only incidentally.

Item paid for hire of a horse to buckland for Ratten-
burye about y^e water xijd

Rattenbury was a servant of Sir Francis, and Buckland is of course Buckland Abbey; but there is no clue as to the exact nature of the business on which Rattenbury was sent, or respecting which he was sent for. The only subsequent

map among the Cecil papers distinguishes Cattewater as "Plymouth Rode." The point is hardly worth elaboration, save as an illustration of the loose way in which the subject has been commonly treated. Moreover, the whole ingenious fabric of Drake's assumed unique patriotic scheming for Plymouth topples over, when it is found that in the same year a Water Act was obtained by the Corporation of Chichester, and that a Water Act procured by Stonehouse in 1593, with which no one has yet ventured to say that Drake was associated, makes precisely the same professions of national advantage, and is couched in almost exactly the same terms. There is no doubt that when the leat was first made, as the oldest leat map shows, the water was allowed to flow through the streets to Sutton Pool. It was, however, soon diverted to its present course to Surpool and Millbay. The ancient manor mills there are spoken of in a deed by Serjeant Hele, in 1596, as "the late salt mills," and very soon after this we find the ancient mill-pool in process of reclamation. The most definite statements are, however, the entry, in 1598-9, of charges for "making" the leat by the middle mill; and in 1599-1600 of the payment of the large amount of £2 1s. 10d. to John Trounce for "alteringe of the watercourse by the East-gate;" that is to say, at Sutton Pool. By taking the leat to Millbay the old salt-water mills could be driven by its aid, and the mill-pool turned to other account; and whether this was done by Drake or not, as the holder of the lease, it was at least carried out within ten years after the water was brought in.

entry in the accounts of this year referring to Drake is somewhat more definite.

Itm pd Peter Vosper to goe to buckland to knowe
when the Judges did come xij^d

These were the judges of assize who were to assess the compensation to be paid to the landowners and tenants, and it is pretty clear that it was in the subsequent mayoralty they paid their visit, when we find the entry.

Itm paid to Peter Sylvester for a tonne of wyne w^{ch}
was given the Judges for their paines and helpe
touching the water Course xx^{li}

Blitheman's mayoralty seems indeed, so far as the water was concerned, to have been wholly occupied in preparations. First one Burden was sent out to Meavy to make some investigations.

Itm pd to Thomas Burden for ij horses hire to mevye
for vewe of the water xx^d
Itm pd att the Church howsse of mevye for wine &
milke ij^s vj^d

And then we come to a highly interesting set of extracts, giving the name of the original "water engineer" and his assistants.

Itm pd Robart lampen for Plⁿnynge & vewinge the
grounde for the water Course from mevie for vj
daies x^s
Itm pd haywoode for vj dayes & newe writinge the
vewe iiij^{or} tymes viij^s vj^d
Itm pd nicholas Jeane for iiij^{or} dayes iiij^s
Itm for their dyett viij^s vj^d

This Robert Lampen, by the way, was a member of a family long resident at St. Budeaux, and still represented in Plymouth. A Robert Lampen is mentioned in 1566 in the St. Bude Register as the father of another Robert, who was baptized July 25th in that year. And one of these was unquestionably the surveyor by whom, and not by Drake, as in the absence of the original record was so long imagined, the Plymouth Leat was planned. If the father, he was at least fifty-three years of age; if the son, he was not more than twenty-three. Whichever it was, he was accustomed to surveying work; for in 1592 he helped Robert Adams, who had been sent down by the Privy Council to advise concerning the fortifications of the town. We shall see by-and-by

that Lampen was aided in subsequent work upon the leat by his brother; and if it was the younger of the two, this must have been James Lampen, baptized July 2nd, 1571.

But the most important record of this year is not to be found in the Receivers' Accounts, but in far more formal fashion among the entries of important events in the Corporation "Black Book" or "Toune Ligger: "

Also this yere the composyton was made betweene the towne and S^r Frances Drake for the bringinge of the River of Mewe to the towne for w^{ch} the towne have paid hym ijc^{li} and more c^{li} for w^{ch} he is to compounde wth the lls: of the land over w^{ch} it runneth.

It must have been very late in Blytheman's mayoralty that this "composyton" was made, because it is not until the following year (1590-91) that we find the drawing up of the "contract"—for such here is the precise meaning of "composition"—paid for.

Itm paid to m^r heles man [Hele was now Recorder]
for wrytinge owte of the articles of agreement
betweene the towne and S^r Francis Drake . . . vj^s viij^d

The "composition" itself has been diligently sought for, but cannot be found; and the probability is that it was one of the documents destroyed under the circumstances indicated in the following entry, under date 1601-2:

Itm rec of Nicholas Goodridge of Totnes m^rchaunte
vppon an agreement made between the Towne &
him for an offence Comitted by him the said
Nicholas in burning of a Cheste in the Councill
Chamber wherein were Contayned divers evidences
and writings Concerninge the Towne . . . c^{li}

And it is a fact worth noting, that there is one document among the Corporation muniments referring to the water that has been partially burnt.

However, concerning three points at least there can be no honest dispute. First, that Drake's association with the water was under conditions duly set forth in a contract, and therefore of a strictly business nature. Second, that he had £200 for the actual carrying out of the work. Third, that he had £100 additional to pay the compensation for the land. That is to say in modern money at least £1,500.

And whether the work upon the leat was actually begun in Blitheman's mayoralty or not, there is evidence that the

Corporation had begun to raise the money for the purpose in the entry :

More to deduct owte of this Charge for monye by m^r
Blitheman rec of Richard hawkins in parte of
paimnt of l^{li} given towards the bringinge in of
the water w^{ch} xv^{li} the towne standeth indebted to
the water xv^{li}

All the entries of payments for work actually done fall within the mayoralty of Walter Pepperell (1590-91), in which year we have also the entry in the Black Book :

This yere on the* daye of December S^r Fraunces Drake
Kneight beganne [the River†] to bringe the Ryur Mewe to the
towne of Plymouth w^{ch} being in lenght about 25 myles he wth
greate Care and diligence [p^rmed†] effected and brought the Riur
into the towne the xxiiijth daye of Aprill the next after p^rsentlie
after he sett in hand to Builde sixe greast mills two at wythy in
eck buckland p^h thother 4 by the towne the two at wythy and
the two next to the towne he fullie fynished before Michaelmas
next after and grounde Corne wth theym.

Before I make any comment upon this, I will quote the entries in the Receiver's Account of the year precisely in the order in which they stand :

Itm paid for provision when the mystresses Rade first to vewe the water Course	iiij ^{li} x ^s viij ^d
Itm for the hyer of a horse for a Trumpeter to Ryde in compayng to the Riv ^r	xij ^d
Itm pd to 4 trumpeters that were att the leate by Mr. Maiors comāundemt	v ^s
Itm pd for horses for theym	iiij ^s
Itm to a messeng thatt was sente to S ^r Fraunce Drake	xij ^d
Itm to a messenger sent to m ^r harrys	xij ^d
Itm for hyer of two horses to Carry provisions to the leate	ij ^s
Itm for bredd carryed to the leate	vii ^s
Itm p to m ^r Whitakers for wyne to Carry to the leate	xl ^s vj ^d
Itm for other pvisons sente the same tyme	xj ^s ix ^d
Itm to Henry Ellys for a dozen of bredd spente at the S ^r vaye of the water	vij ^s
Itm to John Hoop to Carry owte plancke to make the bridge att mawdlyn [near Mutley]	iiij ^d
Itm paid to workemen to make the bridge	iiij ^s

[There are also entries of the cost of the materials—a beam cost 2s., and other plank 5s. 6d.]

* Blank in original.

† Erased in original.

Itm given to Robert lampyn in reward at the bringinge in of the leate	ij ^s vjd ^d
Itm pd for x pounde wayghte of powder thatt was spente att the bringinge in of the Riur ^r	xvj ^s viij ^d
Itm to John Rewbye for a dynner att the bringinge in of the Ryu ^r	xvj ^s
Itm to the gunn ^s thatt daye	xvj ^d
Itm more spent vpon theym then	iiij ^s iiij ^d
Itm to Willyam Stockam servaio ^r of the woorckemen of the leate in rewarde	xij ^s
Itm to the pson of Meavye in Clothe asmuche as cost	lj ^s
Itm to John Stevane one other S ^r vaio ^r of the same woorcke	xliij ^s
Itm given to the ij lampyns in reward touching their paines taken about the leate	xxvj ^s viij ^d
Itm given to Robert lampyn and his brother in reward for their paines about the water	xxvj ^s viij ^d
Itm paid over and above the Charges in this accompte before mentyoned w ^{ch} amountethe to xvj ^{li} xviij ^s ij ^d for and in bringinge in of the leate and beside the money given S ^r Fraunces Drake the some of, as by a bill of p ^t iculers appeared the some of	xlvij ^{li} viij ^s vij ^d *

Is it possible with any show of reason to mistake or to ignore the plain purport of these statements? We have here distinct proof that, in addition to the works executed by Drake, there were others performed by the Corporation at a considerable outlay. We find the Corporation also acting as the hosts and employers when they celebrated at the Head Weir or somewhere at a distance, the completion of the undertaking,† rejoicing—in defiance of all “tradition”—not over the arrival of the water in the town, but its entrance upon the channel cut to convey it thither. The rewards to the “parson of Meavy” and to the two “Surveyors of the work”—the foremen of the two gangs by whom the leat was made—all show the direct interest taken in the actual construction of the watercourse by the Corporation; and as if to set beyond all doubt the fact that it had been made after the plans prepared by Robert Lampen, we have the entries of the

* There are other entries in this year connected with the water, but having nothing to do with the leat. Thus £39 15s. 2d. was paid for “lead for to Conveye the water, 99-^q16 att viij^{li} the tonne,” and one “Moore the plumber” had £15 for his labour, besides 3s. for wine and 5s. “toward his charge cominge hither.” The lead pipes were stored with one “Mathewe Starkeys wyfe,” who had 8d. a week for “selleradge” from September 17th, 1591, to September 16th, 1592.

† The entry concerning the “mystresses” is a very curious one. It reads very much like the provision of an official picnic for the wives of the Aldermen “or masters.”

rewards given to him and to his brother for the pains they had taken, with the special mention of Robert himself. These rewards are of course gratuities; and if they appear small in amount it is only because in the course of time there has grown up a wonderfully exaggerated idea of the real character and extent of the work done.

Before commenting further upon these entries it will be advisable to complete the series, so far as they relate to the outlay on the construction of the leat, by quoting from the Receivers' Accounts of the two succeeding years. We have in 1591-2

Itm rec of Diu's parsons [persons] toward the charges of bringinge in of the water ouer and aboue that w^h hathe byn paide owte to diu's psons vppon soundrie reckninge w^h ought to be paied, whereof mentyon is maide in a bill of the pticulars thereof iiiij^{li} xvij^s

Itm pd for makinge of the brydge by the mylles & other worke viij^s

Itm paied to S^r Frauncis Drake, knyght, towarde the bringinge in of the water w^h the Receavor allowed him in his rent dewe for the milles for one yere att Michelmas 1592 xxx^{li}

Itm rec of William Browne [Receiver of the previous year] for y^t w^o he was sett to paie toward the bringinge of the water v^{li} and for monyes that he receaved of the water monye more then he hath accompted for all amounting to xxv^{li} iij^s xj^d

And in the next mayoralty, that of [Sir] John Gayer, 1592-3:—

Itm paied to S^r Frauncis Drake, knyght, in full paiment of the ccc^{li} thatt the Maio^r and Coaltye were to paye hym for bringinge of the Riu^r and prehas of the land ou^r w^h the same is broughte which is allowed owte of the mille rent w^h was payable this yere xx^{li} xvij^s viij^d

We have here direct current evidence of the expenditure by the Corporation "upon the water," in addition to the money laid out upon works of distribution in the town, of £488 11s. 6d., and of the payment, under the composition or contract, of £300 of this sum to Sir Francis Drake—£200 for "bringing in the water" and £100 for compensation to the landowners. It is idle to attempt argument with any one who believes these official entries to be fictitious; but

when they are accepted, as they must be, by all who have any pretensions to judge of the value of historical evidence, the further question necessarily arises, Were they adequate to the end attained? Is the outlay sufficient to account for the work done, without paying in aid any extraneous help? It cannot, as we have seen, be denied by any process short of a headstrong disbelief that would make doubtful the existence of Drake himself, that whatever he did was done under contract with the Corporation, and that under this contract he received £300. We will separate the question of the construction of the leat from that of compensation, and enquire in the first place whether £200 was sufficient pay for making the channel.

Now the answer to this question is not so difficult as it at first may seem. The leat, as we learn from the Act, was a "ditch or trench" dug in the ground, between six and seven feet in breadth, and banked up along its course with the material excavated. Its length is variously stated. The entry in the Black Book already quoted makes it 25 miles. A contemporary map, in the collection of the Marquis of Salisbury, puts it at 27 miles, "after 1000 paces to a mile and fyve foot a pace." Elsewhere I have seen it given at 30. Now where authorities differ so materially, the only safe course is to have resort to original investigation. The leat follows the same course now as it did in the days of Elizabeth. We measure it, and find it is not thirty miles in length, not twenty-seven, not even twenty-five, but only seventeen; and we are satisfied that, however written records may blunder, the leat itself can tell no lie.

Hardly can a simpler arithmetical problem be propounded than the quantity of excavation required for the formation of such a water course as that which we have before us; and having the quantity we can at once ascertain the approximate cost. The leat, as it now exists, with its carefully banked and built sides, is the result of nearly three centuries of improvement and repair, and of the expenditure of thousands of pounds in maintenance and improvement, but there are still portions remaining which show very clearly that its original character was that of the "ditch or trench" authorised. To construct such a trench, averaging six feet in width and two feet in depth, allowing for sloping sides and the occasional increase of depth by embanking, would not involve 2000 cubic yards of excavation per mile. Indeed, making allowance for the facilities afforded by the frequent hill slopes, 1800 would

suffice. To be on the safe side we will, however, take the 2000, which would give us for the whole leat 34,000 yards. One of the highest authorities upon the execution of earth-work in the West of England tells me that a man might be expected to dig and throw to one side (and none of the material had to be carried away) eight cubic yards of such material per day. According to the entry in the Black Book whatever Drake did was done in less than five months, or say twenty weeks.* The whole of the work therefore was within the capacity of 36 men working that period.

And now comes the question of cost. As to this we have ample data. The average wages of a working tinner or "spader" —the class of men that would be engaged in this operation—in the reign of Elizabeth was but 2s. a week. Even less than this is given by some contemporary authorities, and all agree in describing the lot of the working tinner as unequalled in hardship and poverty; while it was one of the proudest boasts of Sir Walter Raleigh that he as Warden of the Stannaries had increased the 2s. to 4s. So far as Plymouth (where the wages were higher than in the country) itself is concerned, the point is settled by entries such as these:—1591–2. Six days pay to two men that served the paver, 4s. 4d., *i.e.* 2s. 2d. each per week; three labouring men six days, 12s., *i.e.* 4s. per week; four labourers five days, 13s. 4d., *i.e.* also 4s. per week. In the next year masons were paid 9d. each per day, while in 1596–7 a carpenter had 1s. 1d. Four shillings a week is thus the highest wages quoted for ordinary labourers in the town, while the average of town and country would be about three.

The wages of 36 men for 20 weeks at 3s. each man per week are £108. But I have here overestimated both the work done and the wages paid, and the fact is really beyond reasonable controversy that the excavation of the leat for the whole distance in ordinary ground could have been accomplished in the days of Elizabeth for £100.† As Drake received £200, it should be clear that he did not make an unprofitable bargain.

But it has been objected that the work may not have been of the straightforward character here premised, and attention has been called to a remarkable statement in Westcote that Drake carried the leat "with greatest labour and cost through a mighty rock generally supposed impossible to be pierced . . .

* And this one fact of course negatives utterly the idea of the magnitude of the undertaking, which has misled unenquiring minds.

† We get the same result, essentially, if we reckon the excavation at modern prices, and reduce them to the Elizabethan standard of money value.

like another Hannibal making way through the impassable Alps ;" which Risdon repeats with the variation "through . . . one main rock thought to be impenetrable."

Now it has always been a difficulty with those who have thought about the subject, that from the beginning of the leat to its termination there is no tunnel, no "main rock," and, I may add, no Alps for an English Hannibal to overcome. In such a case we have the plain choice before us, to believe the chronicles and disbelieve our eyes, or to believe our eyes, and charitably presume that the marvel-maker was only mistaken. It has been however sought to find a middle course, and to identify with this "mighty rock" some works of improvement on Yannadon Down, which unfortunately for the hypothesis the accounts of the Corporation show were carried out early in the last century. The origin of this strange statement therefore remained wrapped in obscurity, until a memorandum was found on the Cecil map of the leat already cited, which had not been observed on its duplicate in the British Museum—a note at the Head Weir: "Here the river is taken out of the old river & carried 448 paces through mightie rockes which was thought impossible to carrie water through"—"huge rockes" themselves being depicted as commencing less than a mile off. At once the mystery was solved, and the source of the blunder into which Westcote or Risdon had fallen, to the misleading hosts of credulous followers, was explained. The mighty rock disappeared and the huge rocks took its place, and their site was at once recognized in the loose bouldery ground near the source of the leat, through a portion of which at least down to long after the time of Drake, the watercourse was partially protected by wooden boarding. A careful survey of the course of the leat will show that, with this exception, the work to be done was of the ordinary character involved in my calculation of the cost; and whatever extra outlay there may have been in this 448 paces, it must have cost as much as the remaining sixteen miles and three quarters, to have rendered it necessary for Drake to put his hand into his own pocket as well as into that of the Corporation.

In my desire to state the case as strongly as I can against myself I have up to this point assumed that the whole of the work was done by Drake. This however is precisely what did not happen. Let me call attention to the fact that in 1590-91, beyond the specified payments in connection with the celebration of the completion of the undertaking, there is a general entry of the payment upon a bill of

particulars shown at the time, "for and in bringinge in of the leate," of £47 8s. 7d. If words have any meaning this was for actual work done, and to this extent therefore Drake must have been relieved. Read this charge in connection with the alteration of the record in the "Black Book"—an alteration made at the time of entry with the evident intention of being exact—the alteration from the statement that Drake "beganne the River" or leat, to "beganne to bringe the Ryu^r Mewe to the towne;" and the minor change of the adoption of the word "effected," instead of "performed;" and you see how carefully we have been guarded against the idea that the undertaking was his alone.

But we can go further still. Not only is the course of the leat 17 miles, and not 25, much less 30; but for about half of its course it is simply the utilisation of an older leat conveying water from the Meavy to the ancient seat of the Copplestones, now of the Radcliffes, at Warleigh, and called the Warleigh Mill Leat.

This is a statement that can be established from various sources. I am not one of those who either accept or doubt tradition simply as tradition; though it is a notable fact that the constant tradition of the residents at Sheepstor and Meavy (whose ancestors were engaged on the work) has been that Drake did not make a new channel, but adapted an existing one. An old man named Giles, better versed in the legends of the country-side than any man now living, who died a few years since at an advanced age, very strongly insisted upon this as the story that had been handed down by his forefathers. If the tradition stood alone, however, genuine as it seems, I should not be inclined to press too heavily upon it. Fortunately it is only one witness out of several. Next in importance comes the actual existence, in partial independence, of the Warleigh Mill Leat itself, in the shape of a stream of water issuing out of the Plymouth Leat near Roborough Mills, and flowing thence to Warleigh, a distance of some four miles, and distinguished from certain supplies afforded from the leat to the estates of Whitleigh, Manadon, and Ham, through or by which the leat passes, by the fact that payment is made to the Corporation; whereas the other properties enjoy their supply free, in payment or part payment, as it has been always understood, for the land taken. And it is furthermore a very curious fact, which a practical engineer will at once appreciate, that the section of the leat from the Head Weir to Roborough Mills, where the War-

leigh stream branches off, is a much ruder work than that from the mills into Plymouth; and still retains, after centuries of improvement, much of its original character of an ancient pot-water stream, of which there are several of great antiquity, and of considerable length, in the immediate neighbourhood. This is perhaps best seen, as I have elsewhere shown, in a remarkable bend at the entrance of the leat upon Roborough Down, about six miles from the Head Weir, where a surface detour is made three-quarters of a mile to avoid a cutting which would not exceed ten feet, the straight course not being more than a quarter of a mile. It is impossible to believe that either Lampen or Drake beginning *de novo* would have made such a circuit; and manifestly we have here the simple difficulty-avoiding line of the old stream. So the course thence to the Roborough Mills is not that which would have been taken if Plymouth and not Warleigh had been in view.

The documentary evidence of the existence and character of this Warleigh Leat is quite as important as the traditional and physical. In the oldest extant record of the high rents of the manor of Sheepstor, of which Mr. John Bayly is the lord (1751), there appears by recital from older documents, "Another acknowledgment of one penny payable by Walter Radcliffe, Esq., for the running of Warleigh Mill Leat into Meavy River above Plymouth Leat headweare." And this at once fixes the position of the Warleigh Mill Leat; for the only stream that "runs" into the Meavy above the Plymouth Head Weir, with which either Warleigh or the Radcliffes could then or now have anything to do, is the Plymouth Leat itself. Observe that "running into" is here used of the channel, not the stream, precisely in the same way as we speak of putting a gas or water service *into* a main. And we do not stop here. Originally the acknowledgment from Warleigh to the Plymouth Corporation was an annual buck; but when deer ceased to be kept a guinea was substituted, and the first entry I have been able to find of the money payment states that it is an acknowledgment for a stream of water taken out of the Plymouth Leat in lieu of Longstone Mill stream. The Longstone stream is a long-abandoned mill leat taken from the Meavy adjoining the Head Weir; and although we cannot perhaps expect absolute exactitude of detail concerning a payment in kind commuted, and first becoming a matter of account, some two centuries after it originated, the important point here is the confirmation of the statement that the Warleigh supply originally came

from the Meavy direct, in which case its following the line of the Plymouth Leat really amounts to a physical necessity. My last piece of documentary evidence is specially important as carrying back the existence of the present Warleigh water supply to within living memory of the construction of the leat—a letter addressed by Mr. C. Bampfylde of Warleigh to the Corporation in September, 1679, complaining of the hindrance of his supply, and desiring that the same stones should be put up in the leat to bring the water to his house.

I confess that for my own part I do not see how the evidence for the existence of this Warleigh Leat, and its partial adaptation for the line of the Plymouth Leat, can be resisted; and as the unappropriated amount expended by the Corporation would be sufficient to have formed the really new portion of the leat from Roborough Mills to Plymouth, it seems a fair inference that this was what the Corporation did do, and that Drake's share of the work was the enlargement of the Warleigh Mill Leat, to render it adequate to the wants of the town and the driving of the mills which he had it in purpose to erect. It is certainly a very remarkable coincidence, if nothing more, that while the unappropriated amount spent by the Corporation "for and bringinge in of the leat" was £47 8s. 7d., the cost of cutting the eight miles from Roborough to Plymouth on the basis already given would be £48.

It is not necessary, however, as I have already shown, to insist either upon the performance of any portion of the work by the Corporation, or upon the adaptation of the Warleigh Mill Leat, to prove that Drake was amply paid for his four or five months' winter's work—a period, moreover, as we have seen, altogether too short for the performance of any of the gigantic details assumed by credulous imaginations. He may have had a margin of profit of £100, but direct profit of some sort there must have been out of his £200.*

We now pass to the question of payment in compensation, and here we have no need to frame any theory or draw any inferences. Drake had £100 to "compounde wth the lls. [lords] of the land over w^h it [the leat] runneth." A contem-

* It is worth adding that in 1823 Mr. R. Hopkins proposed to bring a supplementary stream six miles from Sampford Spiney to Dowland Barn at a cost of £500, and that upon this basis of calculation, again, the recorded payment to Drake by the Corporation is fully sufficient for the work. So with regard to Hopkins's estimate of 4d. per cubic yard for the excavation of a reservoir at Roborough.

porary copy of the deed of composition is among the muniments of the Plymouth Corporation, and sets forth the sums assessed in full detail. The total is £60 4s. 4d., of which £33 19s. 4d. is for the purchase of the soil, and £26 5s. for the tenants. Here also, therefore, Drake evidently netted a very handsome profit.

The document is too long to quote in its entirety,* but it gives the name of every landowner and of every tenant interested twice over—first in the recital of the land taken, and then in the award—in due order from the commencement of the leat to its termination, and citing in several instances the names of the estates. The amounts throughout are stated to be calculated “after the rate of xvj yerres pchase according to the verie value;” and each award is specified to be made “for all the Lands and groundes of” each owner “in the possession” of each tenant, “digged mined or turned or anie waie delt wth for the convayeng or bringing of the said water course.” It commences in the following terms :

This Indenture made the fuethe 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 faithe &c. Between S^r Edmond Anderson Knighte lorde cheyf Justice of the Courte of Comon plees, and Thoms Gente stroud Baron of her Ma^{ty} 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 Meevye, and digged mined broken 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 Stockenian 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—

* A full abstract will be found in the *Plym. Inst. Trans.* viii. 520–26.

widdowe tennts or farmo^r of the same eyther solie to themselves or ioyntlie or in Comon w^h some others, and ouer & through certen Lands & grounds, &c. &c.

Then the list of owners and tenants is given after the same form, and next, at the conclusion of the recital, the awards.

These 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^h the same is broughte to the Towne of Plimouth the ptie 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 meashe euerie part of the Land and to Consider of the valewe and goodenes of the same throughe w^h the said water course is brought to the said Towne of Plimouth as by the informacon of diuerse gentlemen and others of goode accompte dwelling neere the saide Towne of Plimouth 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 w^h 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 hereafter shalbe specified. That is to saye to the said Walter Elford iiij^d and to the said w^m Stockeman * 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 w^h for the conuayng 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 viiiij^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, &c.

Here follow the detailed awards, the document concludes :

And to the entent that all and eu^e psone and psones shall and maie haue recompence and satisfaccon for anie dammage vnto him or them for the digging mining turning or dealing w^h 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

* It is worth noting that William Stockam was a foreman of one of the two gangs by whom the leat was made ; and that John Stephen (the name of the other foreman), appears as a tenant to "Askett, esquire," adjoining the present Roberough Down. Both lived on the line of the Warleigh Leat.

the same are lefte owte and not menconed in theise psents wee doe farder aiudge and determine that all and eurie suche parsones and psones shall haue recompense and satisfaccon for the same Lands soe digged mined turned or anie ware delte wth for the making and convayeng of the said water course after the Rate of xvj yeres 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 Provided alsoe and wee doe further aiudg and determine that if it shall hereafter appeare, that anie pte of the Lands before resyted be thinheritance of anie other pson or psones or in lease to anie other pson or psones then before is menconed, and not thinheritance and not in lease to the pson or psones before menconed, soe that noe recompense 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'all 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 determine (?) that all and eurie pson and psones that are——— psents they receaue anie monie that they vpon the Recete of——— shall make acquittance or some other svfficient——— In witness whereof the said Justices of Assise——— about at the Assises being holden and——— thone pte of theise Indentures haue putt —— to thother pte the sd mai^r and —— theire Comon seale.*

To the ordinary mind this document, which moreover has been admitted as evidence of the purchase of the lands by the Corporation in a court of law, would appear conclusive. It is the result of the personal investigation of the Judges, Sir Edmond Anderson and Thomas Stroud (paid, as we have seen, for their pains with a tun of wine); of the credible information of a commission of county justices and resident land-owners—Christopher Harris, Thomas Wise, William Crimes, John Coplestone, and William Strode, who had “viewed and measured” every part of the land taken, and considered of its “value and goodness,” and some of whom were personally interested; and further, of “the information of divers gentlemen and others of good account dwelling near the said toun of Plymouth.” It sets forth the name of every owner and every tenant; it assesses the compensation to be paid to each individually, at sixteen years’ purchase according to the “very value.” It provides against the occurrence of errors, and for the compensation of any who had been accidentally omitted. We cannot conceive a document drawn up with

* Portions of the last folio are torn off.

more painful accuracy and scrupulous exactitude. Unfortunately it cannot be made to fit in with the modern tradition of Drake's generosity; and so as an attempt to deny its authenticity has failed, it has been asserted that it is of a bogus character, that the amounts given are merely fictitious figures in the nature of peppercorn rents, and that it is an ingenious device to conceal the sums that actually did pass!!

It should be sufficient to reply that no instance can be shown of a legal fiction of this complicated character, worked out with such minute detail; in which, not once or twice, but scores of times, the amounts given are stated to be the "very value;" and which could not have been intended to deceive anyone, seeing that all who were interested in the transaction were parties. If we are not to believe that a document of this character means what it says, there is an end to reliance on documentary evidence altogether.

But we need not rest our case here. Fortunately the award will stand any test that we may apply. The first, and most important, point is the adequacy of the amounts cited to pay for the land taken, for the whole allegation of fiction rests upon the assumption that they are not; and it is sought to establish this from the smallness of the figures, especially in the cases where 4d. is the amount named.

I have taken some little pains to go through the award, with the object, so far as possible, of distinguishing the different properties affected, and of ascertaining the rate paid per acre; not merely in gross, but in detail. A very simple arithmetical calculation will show that the total quantity of land required for the construction of a watercourse seven feet wide and seventeen miles long would be under fifteen acres. As the total cost of the land was £33 19s. 4d., this would be at the rate of £2 3s. an acre, or in modern value about £11 15s.

I admit that this is a small amount, but still it is not nominal, and considerably more than peppercorn. When, however, we come to examine the items in detail, we find that they work out in a very remarkable way, and in a fashion only explicable if the very value was really taken, and if the assessors really did consider, as they aver, the actual "value and goodness" of the land. A reference to the Act will show that the bulk of the land required was of very little value: "The moste Parte—in effect all the same Lande is either barren and heathie or ells hillye & drye grounde;" while we can see for ourselves that even at the present day this is true

of the land along the greater part of the course of the leat, from the Head Weir into Roborough. Now the manner in which the award is drawn enables us to ascertain that the amount paid for the land in this section of the leat—practically half its length—was £10 0s. 8½d., or £1 6s. 6d. an acre; that is, in modern value, £7 15s. And this includes the land taken on Bickleigh, otherwise Roborough Down, Hennadoune (Yannadon), and Roborough Down, commons so utterly valueless that they had no tenants.

If, however, we take the other half of the leat—from Roborough into Plymouth—we find that the compensation awarded was £23 18s. 7½d., equivalent to £3 4s. per acre, or, in modern value, £17 12s. This section includes only one common, that of Widey, all the rest being enclosed ground.

And we can carry the process a step further by again dividing this last section into two. We then find that for the portion from Roborough to Pennycross, in which Widey Common was included, the compensation was £11 2s., equivalent to £2 19s. per acre, or some £15 15s. But for the last quarter, that nearest the town of Plymouth, then, as now, the most valuable, the compensation was £12 16s. 8d., equal to £3 8s. and £18 14s. per acre in ancient and modern value respectively.

These, of course, are the averages, but much higher figures were paid in some cases. For example, Prowse, of Pennycross, for about two acres, had £8 9s. 8d., equal to a present value per acre of £23.

One other point has to be borne in mind. Land now fetches commonly 25 to 30 years' purchase, against the 16 of Elizabeth; and if at the present day compensation for compulsory rule and disturbance is paid to the owner, in this case it went to the tenant, in addition to the price of the land, the interest of the occupier being regarded in nearly every instance as equal to that of the lord, so that the prices noted above may practically be doubled. And that the rental value was liberally construed is shown by the fact that the average rent in 1630 of good lands at Lipson, and within the precincts of Plymouth, was but 3s. 6d. an acre, which at 16 years' purchase would make the acre worth only £2 16s., or at the outside, in modern money, some £15; and this is below the figure paid for all the lands within the cultivated area.

It will thus be seen that the figures of the award are perfectly adequate to its object, and that their variations are only consistent with a careful estimate of value having been

made, as explicitly stated, in each individual case. The only seeming exception is the proof of the rule—the awards of several sums of 4d. in respect of portions of the worthless common lands. It was necessary, to convey title, that some payment should be made, and a farthing a year was the only sum that could represent what was practically worthless. When the best land let at 4s. an acre, land of this class had really no assessable value; and since an acre would make more than a mile of the leat, what no doubt may have been a difficulty to some is explained.

Up to this point, therefore, I consider four things proved.

1st. That the waterworks scheme originated with the Plymouth Corporation.

2nd. That the Corporation obtained and paid for the Act.

3rd. That the Corporation paid all the charges for the construction of the leat, the £200 given by them to Drake being sufficient for that purpose, independent of their own outlay.

4th. That the Corporation paid for all the land taken, and compensated all the occupiers.

But we have not quite done with this last point. The Corporation undoubtedly gave Drake £100 to pay charges which it was eventually found amounted only to £60 4s. 4d. It is equally clear, however, that Drake left some, at least, of the awards unpaid, and that the Corporation had to find the money twice. Some of the awards appear to have been paid in kind—the rights of water supply enjoyed from the earliest time by the estates of Whitleigh, Manadon, and Ham—but this, while it enabled Drake to effect a saving, did not cast any fresh burden upon the Corporation. It is quite, otherwise, however, with the payments involved in the following entries :

- | | |
|---|------------------------------------|
| 1604–5. Itm p ^d for an Ordynarie to Bentley vpon
the Comysson betweene the Towne and S ^r
Thomas wyse | xviij ^s x ^d |
| 1605–6. Itm p ^d for a dynner for S ^r Thomas Wyse
knight [Lord of Stoke Damerel] and others w ^{ch}
came aboute the water Course | xviij ^s |
| Itm p ^d to Robte Trelawney for three hoggsheds of
Clarett wyne geuen to S ^r Thomas wise knight
for the soyle in the leate in his Orcharde at Stoke
Dam'ell thorough w ^{ch} the Towne Water is Con-
veyed, and for his right in the wast grounde and
Key by the Barbican | xiiij ^{li} x ^s |

1606-7. Item p^d for two hoggesheds of Clarett wyne sent to S^r Thomas wyse kneight in full payment of the Composition betweene hym and the Towne for the soyle of his lande in the water Course and his right in the groundes & soil of the south-side key viij^{li}

And then we have in 1607-8, agreement to make the payment having been come to in 1603-4:

Itm geuen to M^r Walter Elford one hundred of deale Boardes w^{ch} are delive'd and also his freedome for y^e absolute inheritance of the hedd weare in the Ryver and the water leate of the water of meawe als meavy that runneth thorough his lande towards Plymouth w^{ch} Boards cost iiij^{li} xiiij^s

It is surely sufficient upon this to point out that both Wise and Elford appear on the award; Wise, moreover, being one of the Commissioners by whom the assessment was made. Nor were these the only sums paid by the Corporation. There is yet extant an original receipt for the payment to William Creese on the 28th October, 1594, by the "Maio^r and Coalty of the Borough of Plymouth by hands of William Stallinge, gent, the sume of xj of lawfull money of Englon^d in full recompense and satisfacon of all sum and sumes of money as is by theym payable or due to be payed to and for that pt of the Ryu^r of Mevy which is brought to the towne of Plymouth ou^r my grounds lying in the pish of Buckland aforesaid, and is the inheritance of Phillipp Crymes, gent." *

If any reliance is to be placed upon contemporary and official documents (and I have up to this point adduced *all* that are known to exist), there cannot be the smallest ground for the assumption that Drake was actuated in his connection with this business by motives of philanthropy. A benefactor does not work under legal contract for full wages and require the payment of the last penny from a Corporation overburdened with debt, which has to raise the money required by the triple process, as its accounts show, of begging, borrowing, and rating. That is the course of a man of business, and such Drake undoubtedly was. But though paid and overpaid for

* It may be mentioned here, since the strange suggestion has been made that Drake bought Buckland Abbey to expedite the work, that not a single inch of land belonging to him was touched by the leat. It does, however, singularly happen that he appears in the award as the tenant of certain land near Plymouth, the property of Edmond Parker, and, as such, entitled to compensation to the extent of 17s.

all the work he did for the town, I do not think so poorly of a man of his wealth and standing, as to assume that he would have troubled himself with this undertaking for the sake of the saving to be effected out of his £300. The clue to his actions is not, however, far to seek.

I have already pointed out that the proviso introduced into the Water Act by the committee, of which Drake was a member, is the only portion of that statute in which any mention is made of mills. I have shown also that at that time he was the lessee of the ancient manor mills of Plymouth. My quotation from the Black Book has proved that immediately the water was brought in he set to work to build mills on the leat, and with such expedition that four out of the six erected were at work within less than five months after they were commenced. And this is really the key to the whole position.

It is somewhat difficult to understand at the present day the importance attached to the possession of water mills in the time of Elizabeth, and indeed much later. They were among the most valuable properties in any way connected with land, and were to a great extent manorial monopolies, nor was their possession and working in any way derogatory, as we have seen, to the position of a gentleman. The Plymouth mills had been rented, as already stated, by the Hawkinses before they were taken by Drake, and William and John Hawkins used even to fetch the corn from the houses of the inhabitants when required. At the time the leat was made no man knew better than Drake the value of milling as a business in the locality; and it is very evident from what followed that he knew also how it might be extended. But his object was not to be obtained by straightforward ways. The Act belonged to the Corporation, and though he obtained the insertion therein of the proviso for compensating the millers on and near the Meavy, it was only by agreement with the Corporation that the right to erect mills on the leat could be obtained.* We find, in short, that from the beginning to the end of the whole business, except between Drake himself and the Corporation, his name never appears. He uses them as his stalking-horse to carry out his purposes, and takes the contract to make the leat in

* It has been suggested here of late that these mills might have included tin mills—stamping or knocking mills, sometimes called “Classe” mills. The tanners however were not concerned in the business; and the mills in question were all corn mills. In fact, the tin mills were not in use when the water scheme originated, in this district.

order to fill his own pockets. The Act is granted to the Mayor and Commonalty; the deed of compensation asserts in so many words that the construction of the leat is the work of the Mayor and Commonalty; we shall see ere long that the erection of the mills is ascribed to them also. The "composition" between the Corporation and Drake was a matter purely with themselves; and it is not until 1601, when Drake had been dead five years, that, so far as we know, his connection with the undertaking was publicly avowed. In that year a letter was written by Thomas Payne, Mayor of Plymouth, on behalf of the Corporation, to Sir Robert Cecil (Lord High Steward of the Town), asking his aid against the intrusion on their rights of one William Crymes, in which it is said:

We procured from her Maty by Acte of Parliament in the 27th yeere of her happie raigne, some parte of the River Mevy, to be brought to our towne, which cost us and Sir Frauncis Drake, who upon composition with us undertook the bringinge home of the same, a greate some of money.* We have compounded and purchased of the owners the land over which the same runneth.

We have already seen in detail what was the "great sum" which the construction of the leat cost the Corporation. But the total amount which had been expended by them, at the time when this letter was written, including the outlay on pipes and conduits, was £850, or between £4500 and £5000 in present money, and very nearly equal to three years' ordinary revenue in the reign of Elizabeth.

The same means do not exist for estimating the outlay of Drake; but as he was paid for what he did upon the leat, his own money could only have been laid out upon the mills; while it is plain from what has been already set forth that there was a surplus of the £300 paid him under his contract to apply in that direction. We have data concerning the cost of the mills in the fact that a pair had to be rebuilt in 1672, at an expenditure of £140 18s. 6d. As wages, &c., had advanced considerably between 1591 and 1672, £400 will be an outside estimate of the outlay by Drake on buildings that required renewal in eighty years. There is no doubt that a considerable portion of the mill cost came out of his pocket, but this formed his sole expenditure on the undertaking. So far however was he from making the town any gift, that his consideration for the erection of the mills was a lease of the

* I have seen a Plymouth document of a few years later date, in which an expenditure of £18 10s. is called a "great charge!"

whole six, together with the ancient manor mills at Millbay, for a term of 67 years. And whereas the rent originally paid by him for the manor mills was £40 a year, on the completion of the leat mills the total rent of the whole was reduced to £30; with £4 4s. 4d. for two closes of land on which the leat mills in the town were built, the Corporation having themselves to pay £2 3s. 4d. as rent for a part of a close belonging to George Baron, on which the middle mill was erected.

The yearly profits of the leat mills exceeded £200, or in modern value at least £1000. Assuming therefore that the whole cost of these mills was defrayed by Sir Francis, the return must have been fifty per cent; and (again taking modern values) an original outlay of £2000 must have been recouped by a return of £67,000. Truly he and his representatives found philanthropy profitable. There is ample proof that the mills were as valuable as I have related. In 1628 the Corporation paid the then Sir Francis Drake £1500 for a moiety of the lease when it had 32 years to run, and the clear profit at that date was not £200 a year but £300.

Further evidence is supplied by a statement in a Bill which was introduced into Parliament in 1592-93 for the removal of the leat mills, under the title of "An Act for the explanacone & trewe interpretacone of a Statute made in the xxvii yere of the Quenes Ma^{ties} raigne, intituled An Acte for the preservacone of the Haven at Plymouthe." The draft of this Bill is among the records of the House of Lords, whence I obtained my copy. The preamble runs as follows:

Whereas in the Parliam^{ts} holden in the xxvijth yere of her Ma^{ties} moste gracious raigne, An Acte was made for the preservacone of the Haven at Plymouthe in the Countie of Devon in w^{ch} yt ys emongste other things enacted That y^e should be lawfull to & for the Maiore and Cominaltie of the Towne of Plymouthe, & to their Successors at all tymes after the feaste of Easter, then next comminge to digge & myne a ditche or trenche containyng in breadthe betweene six or seven foote over in all places, through & over all the Landes & groundes lyinge betweene the said Towne of Plymouthe & anye pte of the Ryver of Mewe als Mevie and to do dyvers other thinge menconed in the said Acte, necessarie for the bringinge & contynewinge of the said Ryver of Mewe als Mevie to the said Towne as by the said Acte more at Large appeareth. Which Act was meante and intended to be for the good of the said Towne of Plymouthe by providinge of freshe water for releiffe of the said Towne, and of suche Shippes as should com into the said Porte or Haven & not for anye other entent or

purpose Neither was yt the intente of the said Acte that by meanes thereof the Quenes Ma^{tie} or such other as hadd anie Milles vppon or neare the said Ryver or Towne shoulde thereby receave Losse damage or preuidice, As by the preamble bodie & certayne provisoes in the said Acte compared & considered togeather dothe and maye well appeare Sithens the makinge of w^{ch} Acte the Maiore and Comynaltie of the said Towne of Plymouthe have brought a sufficient quantitie of water & parte of the said Ryver to the said Towne, Whereby they might have held them selves well contentyd & satisfied, according to the intente and meaninge of the said Acte Havinge payd litle or nothings to the owners of the soyle through w^{ch} the said water is conducted ; But they not therewth contentyd, but covertlie & secretlie vnder coulour of a comon profytte to manie, principallie seekinge there owne private gayne and comoditie, to the greate hurte preuidice & disinheritance of other men Have wth dyvers others buylte & erected vppon the said water so broughte vnto the said Towne, Seven Corne water Mylles, By meanes whereof not onlie the Quenes Ma^{tie} havinge in Reversione two Water Milles for Corne, called the Priorie Milles of Plympton, standinge neare vnto the said Ryver But also dyvers others of her Highnes lovinge subjects through whose Lande the same newe Water course ys carried & conveyed Havinge likewise Water Mylles for Corne formerlie buylte vppon or neare the said Ryver or neare the said Towne (that ys to saye) wthin one two or three myles, either of the said Towne or Ryver, sustayne & suffer & are daylie more & more like to sustayne & suffer losse and damage and disinheritance in the profite of theire Milles & otherwise to the valewe or some of Sixe thowsande Pownde by reasone of the said newe erectione & buyldinge of the new Water Mylles aforesaid contrarie to the trewe entent & meaninge of the said Statute.*

The relief prayed for and sought to be enacted was the removal of the mills as aforesaid by the Sheriff of the county within two years from the passing of the Act.

Excepte the said Maiore and Cominaltie ; Or the erectors buylders inheritors or possessors of the said newe Milles already erected and such as shall entende to erect & buylde anie other such Milles doo wthin the said tyme of two yeres nexte after the ende of this Session of Parliam^{te} sufficientlie satisfie & paye vnto the Quenes Ma^{tie} and to the owners possessors & inheritors of all & everie the said Milles formerlie buylte & nowe standing vppon or neere to the said Ryver or neare the said Towne, (that is to saye) wthin one two or three myles either of the said Ryver of Mewe als Mevie or of the said Towne of Plymouthe So hyndered dampnified

* It will be seen that the promoters of this Act were only interested in corn mills and those already existing ; and that the curious suggestion that the Tinnars were concerned is wholly negatived, both expressly and by implication.

or preiudiced by the said newe erected Milles, Or to be preiudiced or dampnified by anie to be erected or buylte as aforesaid Such recompense some and somes of money As the Lo : Cheife Iustice of England, the Lo : Cheife Iustice of the Common pleas at Westm. the Lo : Chiefe Baron of the Exchequer, & the Iudges of Assize of the said Countie of Devon for the tyme beinge, or anie three of them shall assesse sett down or order vpon sollicitinge or complaynte made vnto them by the said owners possessors & inheritors of the said Milles so form'lie buylte & standing vpon or neare the said Ryver or Towne as aforesaid or anie of them.

There are two or three points to be considered concerning the Bill itself, before we proceed to comment upon its disgraceful history. It will be observed that it accepts by implication the deed of compensation as a genuine document, first by its complaint that little or nothing had been paid to the owners of the soil (and it has been shown that it was not until years after this that the Corporation, in Drake's default, paid some of these amounts); and then by providing that the compensation for the mills should be assessed by precisely the same authority, and in precisely the same way. It will be seen also that the estimate of damage done to the older mills of the district, £6000, is precisely that which is shown by the sale to the Corporation subsequently to have been the actual value of the Drake interest in the leat mills. By so much as the elder mills were injured in the withdrawal of business, by so much the new mills gained. Finally it will be borne in mind that all the promoters of the Bill asked for was that the proviso of the Water Act should be complied with, and compensation paid to the owners of the mills on or near the Meavy, if by the bringing of the water to Plymouth these mills were "impaired or hindered."

The history of the Bill is simply this: Sir Simonds d'Ewes' *Journal* records, under date March 26th, 1593:

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.

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. *

* D'Ewes' *Journal*, p. 510.

And then we read, under date March 29th, 1593:

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

Lastly, the endorsement on the draft itself runs:

92 for the preservacon of [*Towching* erased] the haven of Plymouth | Martis xx^o Martij 92. The first reading | Lune xxvj^o Martij 93. The secunde reading and comytted.

I am free to confess that I was at first very loth to accept what seemed the natural inference from the statements of D'Ewes; and that it was not until I had the draft itself before me I felt forced to the conclusion that the character of one of our greatest seamen was sullied by one of the most shameless of jobs, and that he had prostituted his position and influence as a member of Parliament to his own private interests. Not only did he sit as chairman of a committee on a bill which alleged that the Corporation of Plymouth had wrested a public work to their private profit, whereas the deeds complained of were his and not theirs; not only did he withhold the compensation that was rightly their due from the millowners, whose custom he had abstracted; but when they appealed for justice to the High Court of Parliament, he abused his station to prevent their obtaining their legal rights by securing—as his advocates admit†—the rejection of this Bill. Then, having thus audaciously created a property at the expense of the rightful owners, he procured from the Corporation of Plymouth—powerless to resist his will—a lease of it to his sole advantage for sixty-seven years; for it is one of the worst features of the whole business that his mill lease was not granted until this Bill had been got out of the way.

Drake was a great sailor, a man of dauntless bravery, a hero to whom England as a nation is under the deepest obligations; but his own interest was present to him throughout the whole of his marvellous career, and this is by no means the only instance in which his ideas of self-help are shown to have been free from the trammels of con-

* D'EWE'S *Journal*, p. 512.

† *Vide* Rev. J. ERSKINE RISK, *Trans. Plym. Inst.* viii. 377.

scientious scruples. The history of the Plymouth Waterworks may assist us to understand what Frobisher meant in writing when Drake had turned aside from the Armada chase to seize the *Capitana* and her booty, after Hawkins and Frobisher had disabled her from doing further mischief. "He thinketh to cozen us out of our share of the 15,000 ducats, but we will have our share, or I will make him spend the best blood in his belly, for he hath done enough of those cozening tricks." More harm has been done to the character of Drake by those who have endeavoured contrary to all evidence to make him out a philanthropist and a paladin—a very Bayard of the seas—than by those who have seen that in him great virtues were allied with great faults, that while the head of the image undoubtedly was gold, the feet as certainly were but clay.

Space will not allow us to trace in anything like detail the history of the Plymouth Leat in the years immediately following Drake's death. The evil that he had done lived after him. The Corporation were held responsible for all his deeds, and Thomas Drake, his brother, proved capable only of asserting himself against the Plymothians. The country squires, who had seen with envy the way in which Drake had turned the leat to his own private advantage, now tried their hand at the same game, led on by William Crymes, of Buckland. He proceeded to divert the stream, with the assistance of three of his friends among the county magistrates—Sir John Gilbert, Tristram Gorges, and Henry Coplestone, who assessed the damage to the Corporation at 1s. a year, while divers tinnerns and others were encouraged to help themselves in a similar way. All this was complicated by the fact that Thomas Drake* also was the cause of some trouble, as the following entries amply prove :

1598-9 Itm pd for carryenge a lre to Mr. Maynerde
of Tauistocke and for his paines in cominge hither
aboute S^r Fra Drakes last will and Testamt† . viij^s

[A copy of the will cost 17s. 4d.]

1599-1600 Itm pd M^r Seriuent Hele for his Counsell
at the first time aboute the Leate xx^s

Itm pd for carryinge a lre to M^r Thomas Drake xij^d
[Another was sent later on.]

* He, like his brother, was a member of the Corporation, and therefore quite behind the scenes.

† Sir Francis left £40 to the poor of Plymouth.

Itm pd Thomas Reanalson for charges in rydinge to
Sharboure [Sherborne] to speak wth S^r walter
Rawleigh aboute the water Course . . . xxvij^s iiij^d

Itm pd M^r Boyes for lawes causes for the Towne as by
his byll appeareth, touchinge the leate . . . xj^{li} ix^s vj^d

1600-1 Itm pd for half a hogshead of Clarett wyne
given to M^r Moore of Tauistocke for his kindnes
and paines touching o^r water Course . . . xl^s

[Other money was disbursed by Luxton, the town clerk,
about "following the water."]

1602-3 Itm paid for M^r Drakes Comission as by the
pticulers appeareth . . . v^s viij^d

Itm paid for a dynn^r for M^r Draks Comissioners when
they were here about the water Course . . . xl^s

Itm paid m^r Towne Clarke for writinge out a copie of
M^r Drakes lease of the milles and for his mans
horsehire for two daies . . . xiiij^s

Itm paid him for writinge a Copie of the deed of
p^rchase of the water Course in pchment beinge
two skynes of pchment . . . xviiij^s

1603-4 Itm received of Collectors towards the new
timberinge of new bridge . . . iij^{li} vj^s viij^d

[This was somewhere connected with the leat.]

Itm paid to John Woolcombe towards the a-mendinge
of new bridge which the leate brake downe [marginal note : This M^r Drake must paye] . . . iij^{li} vj^s viij^d

Itm paid to a dynner for S^r John Hele m^r Crymes
and m^r Drake when they were here abowte the
water Course . . . v^{li}

The controversy with Crymes was a very serious business. The Star Chamber was appealed to by the Corporation, while Crymes on his part went to the Privy Council, and addressed in evidence statements which the Corporation rightly complained "exhibityed manie untruthes."* However, in the event

* Some of the witnesses speak of being upon Roborough Down, near the Head Weir, and this has been amusingly imagined to indicate the existence of *two Head Weirs* (we have all heard of the two skulls of Oliver Cromwell), one on the Meavy and one on the Down. The simple fact is, that in those days Roborough Down extended over all the now enclosed lands that lie between the present Down and the open common beyond Dousland, at Peek Hill—itself also far more extensive than it continues. The deed of compensation clearly shows that the leat traversed a portion of Roborough Down some distance before it reached Yannadon. Of course no one who has even an elementary acquaintance with waterworks would imagine that there could ever have been a Head Weir upon or near the Down as at present limited. But the old Down did reach so closely to the intake of the leat that the evidence of Crymes's followers in *this* particular was perfectly correct.

the Corporation established their rights, and together with Thomas Drake, whose concurrence under the Drake lease was absolutely necessary, agreed with Crymes that for a term of forty-two years he might

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 Employnt of two tynne milles knocking mills or Classe milles of the said William Crymes by him newly and lately erected vpon the said lands of the said William Crymes called Rowborrough Downe aforesaid.* And also so much water out of the said leat . . . as shall be fitt sufficient & convenient 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^y pte thereof for the use of the sd Towne of Plymouth and the milles there w^hout any contradiccon of the said William Crymes. . . ."

The consideration for this grant was a valuable one. Not merely the acknowledgment by Crymes of the right of the Plymouth Corporation to a sufficient supply of water at all times, not merely the "peppercorn rent" of 12d *alone* selected for quotation in last year's *Transactions*,† but the several conditions under penalty of forfeiture

That he the said William Crymes his heires executo^r administrators and assigns . . . shall and will at his & their owne pper costs

* Here again we have evidence that these tin mills could have had no rights interfered with by the Water Act. They were "newly and lately erected!"

† "Recent Revisions of the Drake Chronology," *Trans. Devon. Assoc.*, xv. 200.

& Charges during the said terme well and sufficiently reapeare amende vphold and maynetayne all such breaches and decayed places whatsoeu' w^h 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 downewarde the leate or water course so far as the lands and inheritance of the said W^m Crymes called Roborough 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 find and pvide to and for the better assistance and helpe of the said Maior & Coialty & their successors & the said Thomas Drake & his assignes sixe sufficient and labour men to labour and worke in the tyme of Froste for the clearing and cleansinge of the said leate and watercourse in ou' and throughout all or anie the lands of gamaliell Slanninge esquier scituat in and vpon Rowborough Downe aforesaide nowe in the tenure of Margarett 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 vpon any the lands of the said William Crymes called Rowborough Downe ou' w^h any pte of the saide leate doth runne towards Plymouth aforesaide for the better and easier passaige of traueile^m and carriages ou' the saide leate & to digg cutt haue take & Carry away any earthe turfes and stones vpon the said downe or other lands of the sd Crymes through w^h the sd Ryver doth runne for the makinge and reedifenge and amendinge of any the said brydgs and bancs over & of the said Ryver or watercourse in vpon & throughout the said Downe . . . w^h is the lands of the sd William Crymes.

If this is what is to be called a "peppercorn rent," it is easy to understand failure to comprehend the meaning of plain English in the deed of compensation, nor can it be necessary to carry the argument upon this head any longer.

It has been the misfortune of the Corporation of Plymouth that this controversy with Crymes was only the beginning of troubles, and that the crooked ways indulged in by Drake, coupled with the loss or abstraction of many of their records, have involved the authorities of that town in controversy respecting its water rights from the time of the erection of the mills until the present day.

Let me, in conclusion, briefly sum up the "traditionary" account of Sir Francis Drake, upon which alone those who contend for his "free gift," or his "gift" in any sense, of the

water supply to Plymouth can rely—by way of contrast with the plain, straightforward statement of the only competent witnesses, the contemporary official documents :

Tradition says of him (and, unsupported by evidence, one tradition is as good as another), that he “brought in” the water by art magic, compelling a Dartmoor spring to follow his horse’s tail into the town ; and that as the water ran before his door he dipped his scarlet gown therein for joy, which probably accounts by imitation for the number of Corporate coat tails immersed at sundry Fishing Feasts of later date—if wicked rumour speaketh truly—after dinner. Tradition avers that he made fire ships by throwing chips of wood from the Hoe into the Sound ; that he “shot the gulf” which divided this upper world from the antipodes by a pistol, painted in one of his portraits ; that he threw a poor lad overboard lest the boy should turn out a cleverer man than himself ; that he fired a cannon ball through the earth to save his wife from committing bigamy ; that he rises to his revels when you beat his old drum at Buckland Abbey ; that he is the “wild huntsman” with the “wish hounds” of Dartmoor ; and that the only reason why Tavistock is not now a seaport is that the inhabitants would not grant Drake an estate on which he had set his heart ! Strange that with all his philanthropy he should, if hearsay be true, have tried to drive such a hard bargain with his native town. What is the value of unsupported tradition in connection with a man whose memory is wrapped in such a cloud of legendary lore as this ? Of all the Englishmen who have been reputed dealers with the devil, from Roger Bacon to Oliver Cromwell, there is not one whose memory has blossomed into such exuberant legend as Drake. This water myth is no isolated fancy, but has its place as an integral part of one inconsistent whole.