

CHATHAM DOCKYARD ; EARLY LEASES AND CONVEYANCES
FOR ITS BUILDING DURING THE 16th AND 17th CENTURIES

By FREDERICK CULL, F.R.I.C.S.

ON the 30th September, 1958, the Admiralty advertised for sale "two contiguous properties" in Chatham known as the Royal Naval Gunwharf and the Royal Marines Medway Barracks. They were subsequently sold to Messrs. William Palfrey Ltd., Paper Sack Manufacturers who took possession of the properties on the 6th March, 1959. Thus a period of continuous Crown occupation of riverside land on the Medway extending over a period of 400 years came to an end. The Gunwharf extended from a point opposite Chatham Town Hall northwards along the east bank of the river for a distance of about a quarter of a mile to the old Causeway where a ferry once existed. The Dockyard proper begins here, and originally the division between Dockyard and Gunwharf was clean cut and one had to cross water to get from one to the other. Latterly, for about 50 years, one could walk unimpeded from the Gunwharf to the Dockyard. Now, in accordance with the usual practice, a boundary fence has been erected to mark the division between the privately owned Gunwharf and Her Majesty's Dockyard. The latter stretches north and north eastwards into Gillingham sprawling over an area of some 500 acres to the Great Basins and St. Mary's Island, beyond which the River widens into Gillingham Reach.

Much valuable information on the early occupation by the Crown of land in the Medway district is obtainable from the old Pipe Office Accounts (still in a remarkably fine state of preservation), which can be inspected at the Public Record Office. This system of accounting required the rendering of a full statement by the Navy Treasurer once a year of all receipts and disbursements in connection with the maintenance of Her Majesty's Ships and Vessels. The system was tightened up in 1557 when a fixed sum was allocated to the Navy Treasurer each year out of which he had to pay all necessary expenses. Benjamin Gonson received £14,000 in the year 1557 and £10,000 the next year. The amount was reduced considerably from year to year during Elizabeth's reign but the system lasted for about a century.

The earliest references in the Pipe Office Accounts to the use of

Acknowledgments.

Published by permission of the Admiralty.

Unpublished Crown Copyright Material in the Public Record Office has been reproduced by permission of the Controller of Her Majesty's Stationery Office.

land or property on the Medway for Naval purposes is in 1547 when it is recorded that the sum of 13s. 4d. was paid for the "hier of storehouses".¹ The entry in that Account is bracketed with three others; "Depford, Woolwidge, Jillingham, Colne". This and subsequent Pipe Office Accounts all refer to "Jillingham" water until the year 1567 when the name Chatham first appears and has since then given its name not only to the Dockyard but to the naval base adjoining in spite of the fact that more than half of the Yard and the entire naval base are situated in the Borough of Gillingham.

The exact location of the storehouses rented in 1547 is not known but from the evidence of the subsequent growth of the Dockyard and of the "stretches" of river used for the berthing of naval vessels during the sixteenth century as shown by ancient maps and drawings, there is little doubt that it was somewhere on the site of the former Gunwharf and probably near its southern extremity.

Subsequent entries appear in various Accounts relating to rent for hire of storehouses, wages, victualling and lodging allowances for workmen, cost of material and so on. The following example is from the year 1560-61.

"Also paide by the saide Accomptants for the rentes and hier of Storehouses for the storage of parte of the said provisions viz. at Depford Strand 105s. Jillingham 60s. 5d. Colne 100s. Extraordinary viz. Harwych 5s. 2d."²

It is noteworthy that up to the reign of Elizabeth I the ruling authorities were apparently unable to settle on any convenient anchorage for the permanent mooring of H.M. Ships. Their choice ranged over Woolwich, Deptford, Erith, Limehouse, Northfleet, Greenwich, Greenhithe, Ratcliffe, Barking and elsewhere.³ The first recorded use of the Medway as an anchorage is in the reign of Edward VI when an order dated 8th June 1550 runs as follows:

"Ordre was given to the Lord Admyrall that the Kinges shippes shulde be harborowed in Jillingham Water, saving those that be at Portsmouth, to remaigne there till the yere be further spent, for avoiding of all inconveniences, and that all masters of shippes, gonnars and pursers be dischargd except a convenient nombre, till the danger of the yere be past, and afterwards to be ordred as it hath been accustomed in time of peace."⁴

And again on 14th August 1550:

"A lettre to the Lord Admirall to remove the King's Majesties Shippes from Portesmouth to Gillyngeham Water wheare he shall

¹ Pipe Office Accounts, No. 2588.

² *ibid.*, No. 2198.

³ *Victoria County History of Kent*, Vol. II.

⁴ Acts of Privy Council.

take order that they may be calked and grounded, with commandements to take such souleours as be of the Kinges presently in Sussex and on the sea costes to furnishe them for the more sure conduct of them through the Narrowe Seas."¹

From this time forward there is evidence of the growth in popularity of the Medway as a suitable naval base. A variety of reasons have been advanced for this: Firstly the limited anchorage space at Woolwich and Deptford and secondly the distance of Portsmouth from the centre of Government. That the Medway was considered very suitable for a dockyard is evident from the following extract from Sir William Monson, writing in the 17th century:

"Chatham is so safe and secure a port for the ships to ride in that H.M. Navy may better ride with a hawser in Chatham than with a cable at Portsmouth. The reason for the long continuance of the Navy at Chatham is the convenience of docks and all other places for the commodity of ships. Chatham is near to London and may be supplied thence with all things necessary for the ships. The water at Chatham flows sufficiently every spring tide for even the greatest ships to be graved. No wind or weather can endanger the coming home of an anchor at Chatham and the river affords sufficient space for every ship to ride without overcrowding."²

Repairs and refitting continued at Chatham and in 1567 in addition to the hire of storehouses a house was rented for the use of officers in respect of which the following entry appears:³

"Also the said Accomptante is allowed for money by him payde within the tyme of this Accompte for the Rentes and hire of certeyne storehouses and Tymber yardes for the stowage and safe-keeping of the provisions aforesaide and for the rente of a house wherein the Officers of the Marine Causes doe mete and confere together of the weightie affaires of the said Office viz. at Jillingham . . . 7L 18s. 4d."

It is possible that the house referred to was the "Hill House" situated to the north of Chatham Parish Church and referred to in later documents, but this is doubtful.

It is unlikely that any major work of shipbuilding was done on the Medway prior to 1547 and there is no evidence for the suggestion made in a recent History of Chatham⁴ that the "The Great Harry" was built on or near the site of the present Gunwharf. "The Great Harry" was the popular name given to the first two-decked ship built

¹ Acts of Privy Council.

² *Naval Tracts of Monson* (Vol. V).

³ Pipe Office Accounts, No. 2204.

⁴ Presnail.

FOR ITS BUILDING DURING THE 16TH AND 17TH CENTURIES

KEY TO NUMBERS INSERTED ON PRINT OF JAMES ALMOND'S PLAN
OF 1685

1. Hill House (or the Pay House).
2. Approximate position of present Main Gate.
3. Present Dock Road (a roadway laid out along this route about 1620 to give access to new Dockyard extension.)
- 3a. Site of former Medway Barracks (partly demolished).
4. Former Gunwharf.
- 4a. Old Causeway marking northern extremity of Gunwharf.
5. Cordage Storehouse.
6. Spinning House.
7. Rope Walk.
8. Storehouse for Tar.
- 8a. The "Anchor Forge".
9. Another Cordage Storehouse.
10. Clerk of Ropeyard's Office.
11. Boat Yard and Houses.
12. Gatehouse.
13. Officer's Stables.
14. Residences (3).
15. Residences (approx. 10).
16. Storehouses.
17. Double Dock.
18. Single Docks.
19. Slip.
20. Old Mast House.
21. Tar House.
22. Old Dockyard Wall (demolished 1719) (approx. line of rear wall of present Dockyard Terrace).
23. Old Chalk Pit (corner of present Westcourt Street).
24. Deal Yard.
25. Approximate line of present Dockyard Wall.

The descriptions are taken from a Dockyard plan of 1698.

The leases and subsequent purchase from the Dean & Chapter of Rochester probably referred to the enclosure described as "New Dockyard". The area is approximately 9 acres.

The boundary stones referred to in the Commissioner's letter to the Navy Board of 22nd February 1695 appear to be approximately those of the enclosure marked "Old Dockyard" e.g. "The Ropemaker's Office" is possibly the building described as "Clerk of the Ropeyard's Office" (10) and the "Plank Yard" is possibly the "Deal Yard" (24). The approximate area of the enclosure as far inland as buildings nos. (16) and (15) is again 9 acres. Caesar and Higgins claimed ownership of 3 acres only.

The figures after the names of the ships, indicate depths of water in feet.

Although a "scale of perches" is shown in plan the distances are inaccurate and should be regarded as approximate only.

in England. She had three masts and is said to have been constructed in the year 1488 in the reign of Henry VII. Considered by some authorities to have been the first ship of the Royal Navy (although Richard III may have owned a few of the ships which he employed), she is believed to have been accidentally destroyed by fire at Woolwich in 1553.¹ Whilst it is not definitely known where she was constructed, it is impossible to believe that such a major work could have been carried out in the 15th century on the Medway without leaving a trace and without any reference being made to the use of the land on the Medway for naval purposes prior to 1547.

From the latter date all the evidence points to the gradual increase in the use of the Medway for naval storage and refitting of ships until with the accession of Elizabeth (1558-1603) and the shift of the danger area from France to the Netherlands a noted impetus is given to the work of constructing new accommodation and fortifications.

In 1560 Orders were given for the construction of Upnor Castle (" a certain bulwark be made at Upnoar ") to Richard Watts of Rochester, paymaster, purveyor and clerk of the works of the said fortifications."²

The site was apparently not purchased until 1568 and the appropriate entry in the Account reads :

" Also the said Accomptante is allowed for money by hym payde within the tyme of the Accompte to Thomas Devenyshe of Frinsbury in the County of Kent for certeyne grounde of him boughte to the Queen's Ma^{ty} conteyning five acres or thereaboutes whereuppon her highness hathe caused to be builded her Castell of Upnoar . . . 25L."³

In 1571 more ground was rented at Chatham and a Wharf was built in 1580 which was 378 feet long, 40 feet wide and cost 5 shillings a foot.⁴

The temper of the times may be gauged from the appointment of a Commission by Elizabeth in 1583 consisting of Burghley, Walsingham, Howard, Drake and Frobisher to examine into the condition of ships and stores and so to organize the yards at Portsmouth and Chatham that a squadron could be held ready for sea if suddenly called for.⁵ The whole Navy was to be overhauled and repaired. The charges for its future maintenance were divided into ordinary and extraordinary. The latter included the building of wharves, sheds and storehouses and also of new ships, of which it was then decided that one at least must every year be added to the Fleet. Construction of this kind was done by contract.

¹ James (*Naval History* (1826)).

² Add MSS. 5752.

³ Pipe Office Account, No. 2204.

⁴ Oppenheim.

⁵ Froude, Vol. XII.

Shortly after this time, in 1586, we find the first reference to a new ship having been built at Chatham. The relevant entry in the Pipe Office Account¹ reads :

“Also allowed to the said Accomptant for Money by him disbursed for newe Shippes and Pinnaces builded or otherwise altered within the time of the Accompte etc . . .

(Then follows eight entries for ships made or refitted at Woolwich, Limehouse and Deptford).

“To the same Mathewe Baker, her Ma^{ty} Shippewrighte for a newe pinnace by him made for her highness at Chatham named the Sunne of 48 foote in length and 13 foote in breadth, the findinge the charge of all stufte and workemanshippe, ptnent to ye same 150L.”

With the accession of James I (1603-1625) Deptford was still the principal Yard but Chatham was rapidly gaining in importance. Portsmouth is hardly mentioned. On a reorganization in 1618 a new body called the Navy Commissioners was appointed and from then dates the commencement of the present Dockyard. The Commissioners paid special attention to further development of land on the Medway. A new double dock was constructed and a wall built round the newly extended yard. About this time we have the first evidence of land being held on lease by the Commissioners, who were the forerunners of the present Admiralty. To quote from the relevant Account:

“Sir Robert Jackson Kt. for the rent of certaine grounds called Lords Lands containgnig by estymation 71 acres . . . part whereof is used for the newe dockyard and rope waie part for a brycke and lyme kylne and part for waies to the Docks and kylns at £14 p.a. half a year ended at Christmas 1622 . . . £7.”²

Bracketed with the above are entries in respect of the rent of a house at Chatham from Sir Guildford Slingsbie Kt. at 40 shillings per annum (the “Hill House” above mentioned); a rent of 13/4 to Robert Yeardlie for a house for “laying upp of provisions”, a rent of 20/- to Jeffrey Baxter for “certaine grounds whereon storehouses are builded” and a rent of 15/- to Peter Burke for “certaine marish grounds adjoining to the newe Dock Yard wherein Dockes are made to laie Mastes in.”

The total area in fact taken over on lease at this time by the Admiralty was approximately 80 acres³ the boundaries of which may be seen on the map of 1708 (Fig. 2) described as a “Survey of the Land lying near Her Majesty’s Dock Yard at Chatham taken in order to make a Design for fortifying the same”.

The parcels of land marked “The Queen’s” together with the

¹ Pipe Office Accounts, No. 2223.

² *Ibid.*, No. 2588.

³ *Ibid.*, No. 2257.

Dockyard ("Navy Yards") make up about 80 acres and all of this land, with the solitary exception of the part forming the old gunwharf and R.M. Barracks sold in 1959, is still Crown Property. The date upon which the lease from Sir Robert Jackson of 71 acres was converted to freehold remains obscure there being no known conveyance in existence. The remaining 9 acres was acquired from the Dean and Chapter of Rochester and a further 3 acres from Alice Caesar owner of the Manor of Westcourt, in circumstances to be described later.

Sir Guilford Slingsby the owner of Hill House was appointed Comptroller of the Navy under Charles in February 1628. He appears to have been somewhat difficult to work with as it is recorded that John Wells, storekeeper of the Navy petitioned that although the other Officers had allocated him lodgings in the Navy Office, Slingsby, to accommodate his family and servants "hath violently taken his lodgings from him".¹ In 1629 his colleagues complained to the Lords Commissioners that he had felled with a pocket pistol, and otherwise maltreated the man in charge of the Navy Office, and kept him out of the house, notwithstanding their wish to reinstate him".² Slingsby died in 1632.

The purpose of the lease from Sir Robert Jackson was evidently to obtain possession of land for major dockyard extension. Part of it was used for the construction of a new dock, part for a ropewalk and part for brick and lime kilns.³ A path 137 rods long was made to it from Chatham Church (i.e. the present Dock Road).

A plan⁴ by one James Almond "philomath" dated May 1685 indicates the layout of the "Docks, Storehouses, Castles and Forts" then existing and gives a fairly clear idea of the land then held most of which seems to have been comprised in the lease of 1618. The double drydock is shown together with three single docks, a boat slip, a boat yard, spinning house, "ropewalk", and a number of miscellaneous houses and buildings including Hill House, Chatham Parish Church and the roadway above mentioned.

The earliest evidence of ownership by the Admiralty which I have been able to trace is contained in an "Abstract of Lease" dated 10th September 1649, from the Admiralty to Richard Isaackson at an annual rent of £18 for a term of 21 years. The following is a description of the property leased :

"SCHEDULE

All that piece or parcell of ground being part of the ground commonly called the Old Dock situate and being in the Parish of

¹ S.P.D., CXXXV, 37.

² S.P.D., CLII, 51.

³ Pipe Office Accounts, 2260.

⁴ See Fig. 1.

Chatham aforesaid extending from the fence and pales belonging to a yard or backside belonging to or used with the Watermill commonly called Chatham Mill to the Cottage tenement or dwelling house hereafter mentioned to be demised and all the said cottage tenement or dwelling house wherein Thomas Hemson nowe dwelleth one great Storehouse one Bargehouse and . . . edifices and buildings standing and being in and upon part of the said piece or parcel of ground together with the Dock being near the Watermill aforesaid and all the Wharfes, keyes, easements commodities . . . appurts whatsoever to the said pieces or parcel of ground dwelling house, storehouse and other the said premises belonging or in anywise appertaining and all that garden plot nowe or late in the . . . tenure or occupation of Atway Widowe and free liberty way and passage ingress and regress into and from the said piece or parcel of the Old Dock aforesaid and other , . . premises into by through over and from the other part and residue of the ground and yard called the Old Dock aforesaid as well on foot as on horseback with horses cattle carts and carriages and other . . . as well loaden and unloaden at all tyme and tymes during the term of years expressed at the free will and pleasure of the said Richard Isaackson his executors administrators and assigns and liberty to dig and lay such pipe and pipes of lead under ground as he or they shall from tyme to tyme think fit for the carrying and conveying of water from the pipes of lead in or at the house in Chatham . . . commonly called the Pay House to any part or parts of the demised premises for his and their use or uses there.”¹

The Pay House mentioned in the last clause appears from a later document dated 1750 to be another name for Hill House. The land and property described in the Schedule probably covered a considerable area judging by the rent of £18 per annum and the description of the buildings (“one great storehouse” etc.). The Mill Pond attached to the Water Mill mentioned at the beginning of the schedule is shown on early maps of the area immediately adjoining the Old Dock and forming part of the site of the former War Department Gunwharf.² The old “land wall” mentioned by Hasted in his description of the locality was situated immediately to the landward side of the pond and behind that the Marsh later to be filled in and developed along which is now known as The Brook.³

Richard Isaackson, to whom the land was leased, was possibly a contractor. It is recorded of him that in August 1655 he undertook the gilding and painting of two second rates at £120 each. The figure-

¹ Admiralty Lands Records.

² Recently sold to Chatham Corporation.

³ See Fig. 2.

head, arms on stern, and two figures on the stern galley were to be gilt and the hull was to be painted black, picked out in gold where carved.¹ The land which was the subject of the lease, however, does not appear to have been used in connection with ship repairs or painting since in the survey taken by the Parliamentary Authorities in 1652 of Royal Estates, it is recorded that Isaackson had spent "£300 or upwards" on a "maulting house".

With an efficiency reminiscent of a modern lands office, the "Improvements" were valued at £14 per annum payable at the expiration of the lease. When Isaackson took over the land in 1649 it was said to be "lying waste and of no use to ye officers of ye navye for many years past".²

(Hasted in a footnote to page 72 Vol. II, incorrectly refers to the lessee as "John Isaacs".)

The reign of Charles I (1625-1649) marked a period of neglect and disorganization in the Dockyard and the conflict between King and Parliament brought work almost to a standstill and caused great hardship locally and encouraged crime. In 1629 Edisbury the Treasurer pointed out that "great waste and theft existed, many families living in the Dockyard everyone almost being a director of his own work for want of some able understanding man to regulate the inferiors as it was while the Commissioners had the government".³

The advent of the Commonwealth brought an immediate expansion in English naval power. Whereas under Charles construction of ships was limited to a paltry one or two a year, under the Commonwealth they were ordered almost by the dozen and in 1654 twenty-two men of war left the slips. However, corruption at Chatham apparently continued in which the famous Pett family played a notable part. Money from Parliament became tight again and in 1666 there was a deficit of £800,000. A decision was taken to lay up the fleet and there followed in June 1667 the audacious raid in the Medway by the Dutch Admiral de Ruyter. A detailed description of the action is contained in *Archæologia Cantiana*, Vol. LXV illustrating the state of unpreparedness into which the Dockyard had then fallen.

There is no evidence of any major Dockyard development following the extensions made during the period 1618 to 1623 until year 1684-5 when correspondence between the Navy Board and Mr. Secretary Pepys took place on negotiations with the Dean and Chapter of Rochester for a lease of certain additional land on which new docks were being constructed. The approximate location can be seen on Almond's plan of 1685 described as "New Dock Yard" upon which

¹ Oppenheim.

² Parliamentary Surveys (Kent) E.317/13.

³ S.P.D., CXLIII, 37.

are indicated two new single docks. The land had a river frontage and was situated nearly opposite the present Dockyard Terrace.

The following letter on the subject is the earliest recorded :¹

For the Hon^{ble} Sam^l. Pepys Esq^o.

His Ma^{ty}'s Secretary for the Admiralty

Navy Office
10 March 1684/5

Sir,

In pursuance of what was mentioned when this board last waited on his Ma^y at the Treasury Chambers concerning the securing (as much as may be), to His Ma^{ty} a Title to the Ground adjoining to his Ma^y's Yard at Chatham wherein a New Single Dry Dock is now building for his Service. We have made enquiry both into the title which Mr. Lawrence hath of the said Ground, and also the Termes upon which the King at present Holds the same of him ; and as to Mr. Lawrence's Title, we do find that he holds the said Ground by Lease from the Deane & Chapter of the Cathedrall Church at Rochester in the 25th Yeare of ye late King Charles the Second which lease he acquaints us he Renewed with the said Dene and Chapter in the yeare 1681 for the terme of twenty one yeares, whereof, seventeen yeares and about four months is yet to come.

We do also find remaining in this Office, Articles of Agreement (bearing date the 31st of March 1677), made between Mr. Lawrance on the one part, and the Principall Officers and Cm^{rs} of his Ma^y's Navy on the behalfe of the King, on the other part, whereby the said Mr. Lawrance doth sell, assign and set over unto His Ma^y His heires Successors and Assigns, all his Right, Title and Interest in the aforesaid Ground, for the consideration of the Sume of Two hundred and forty pounds, to be paid him by the King ; and until the said Sume should be paid, he agrees to accept of the Rent of Nineteen pounds a Yeare. Which sune of two hundred and forty pounds having not hitherto been paid Mr. Lawrance, the said Rent of Nineteen pounds per annum is continued to him.

By what is before mentioned, it appears that whensoever, the King shall think fitting to cause to be paid the aforesaid sune of Two hundred and forty pounds His Ma^y will be Secured of Mr. Lawrance's Title to this Ground ; and as to the procuring of His Ma^y any further Title thereunto from the Church of Rochester, This Board doe not conceive themselves' capable of advising therein, But humbly Submitt the same to such Resolutions as His Ma^y (upon advise of his Learned Counsell in the Lawes) shall

¹ Navy Board Letters (Admiralty Papers). See also Fig. 1.

FOR ITS BUILDING DURING THE 16TH AND 17TH CENTURIES

thinke fitting to take concerning it. Which praying you to represent unto his Ma^y.

We remain,

Sr

Yr very humble Servants
Rt. Haddock P. Libbetts John Narbrough
P. Pett J. Sotherne

Then follows a shorter letter from the Board to Mr. Secretary Pepys, apparently answering a query, to the effect that the sum of £240 was intended to be over and above the rent of £19 a year, which rent was to cease when the £240 was paid "without deducting out of that some any of the rent which before the payment thereof Mr. Lawrance shall have received of the King".

An agreement between Joseph Lawrance, shipwright, and the King followed on the 31st March of which the following is an Abstract.¹

The Agreement Recites a lease dated 8th March 1662 which refers to :

"all that piece or parcell of marsh ground containing by estimation seven acres parcell of the said nine acres, be the same more or less whereof was then lately inned with a Mast Dock and other the appurtenances situate lying and being in the Parish of Chatham aforesaid and then in the tenure or occupation of him the said Joseph Lawrance his assignee or assignees and boundeth on the lands of the said King's Maj^{ty} there towards the East North and South and to the River of Medway West formerly demised to Peter Pett Esq^r under such Covenants Provisions and Exceptions as in the said Indenture are mentioned and expressed."

"Item, the said Joseph Lawrance doth for himself his Executors and administrators Covenant promise grant and agree to and with our said Sovereigne Lord the King his heirs and successors by those presents. That the said Joseph Lawrance shall and will accept of the Rent or Sume of Nineteen pounds to be paid yearly and every yeare by half yearly payments (that is to say) untill his said Ma^{ty} or the Rt. Hon^{ble} his Ma^{ty}s Principall Officers and Comm^{rs} of his said Ma^{ty}s Navy shall please to pay the said sume of two hundred and forty pounds".

"Subject to the payments referred to It shall and may be lawful to and for our said Sovering Lord the King his heirs. To have hold occupy possesse and enjoy the said nine acres and premises with the lease or leases thereof and to receive have and take the full and whole benefit and advantage of the said pieces or parcells of marsh ground and the Mast Dock aforesaid and other the premises in the said recited Indenture of Lease mentioned to be demised and granted with the appurts to him the said Joseph

¹ Navy Board Letters (Admiralty Papers).

CHATHAM DOCKYARD : EARLY LEASES AND CONVEYANCES

Lawrance or any Person or Persons claiming under him etc. etc. ”

It appears from a subsequent letter to the Navy Board dated 29th June 1694 from Sir E. Gregory, Commissioner of the Dockyard that the King preferred to pay £19 a year to Lawrance rather than the compounding sum of £240 and that Mr. Lawrance himself was not an entirely satisfactory lessee of the Dean and Chapter. The letter also shows the close and cordial relationship at the time between the Dockyard and Cathedral Authorities :¹

Chatham
29th June 1694

“ Rt. Honourable,

“ After the tyde last night had obliged our messenger to be gone hence towards Gravesend, Mr. Dean of Rochester and the Prebs his brethren gave me a surprising visit on purpose to acknowledge your civility to them and to acquaint me how Mr. Lawrance for sundry years past had been too hard for the Church and since I am a stranger to the agreement your honors have made with him and consequently ignorant of what mony is now to be pay'd to him for the assignment of his Lease I wish to be not too tight also upon you But that I submit to your wisdom It being at present my business to acquaint you with the substance of my conference last night with the Dean and Chapter who unanimously declared that they are most ready to gratify the Commissioners of the Navy by granting imediatly a Licence of alienation to their present tenant Mr. Lawrance to transfer the right of his lease to their Majesty's Provided the said Comm^m will be pleased by some act or minute of their's remaining on record in their Office (Copy whereof they humbly request) secure the usual rent payable yearly to the Church of Rochester for seven acres of Marsh ground lying in Chatham and now improved by two new Docks built thereon for their Majesty's service, and also promise that at the end of every seven years upon renewale of the Lease such a fine shall be paid as for the future would have been required from Mr. Lawrance himself in proportion to the rent of £19 per ann he received for 9 acres of land from the Crown.

Tho the Dean & Chapter are very sensible of the great improvement that has been made since ye year 1684 yet in duty to their Majesty's and in regard to the publick good they do not pretend to make any particular advantage thereof. But are mightily pleased that they are in a probability of having to do with men of honour and integrity. From whom the Church need fear no harm in the diminuation of any of her rights which have been some years curtailed by Mr. Lawrances indue management.

¹ Navy Board Letters (Admiralty Papers).

That you may know the whole of your charge in this affair you will on the other side find a faithful abstract wherein are enumerated the particulars to a penny and by adding those to the sum now payable to Mr. Lawrance it will quickly be seen how good a bargain that Gentlemen does afford you. I have on this occasion caused our Clerk of the Cheque to overhaul his books from ye Restoration of the Monarchy to our time who gives me account from the year 1660 to Lady Day 1674 the King paid to Peter Pett Esq' £4 10s. p. annum. Then Mr. Lawrance purchasing it from Mr. Pett or his Executor the said sum was paid to him to Mich' mass 1674 when it was advanced to £12 and so continue till Midsummer 1677 and then raised to the present sum of £19 per annum. Thus I think that business is set before your honours in a true light. And the favour w^{ch} Mr. Dean and his Brethren beg of you is a quick return to their proposall heareing mentioned because their auditt will have a speedy period.

I am

(sd) E. Gregory

“ Particulars of the Charge payable by their Majesty's if the right of Mr. Lawrances Lease be transfer'd to them

	£	s.	d.
The annual rent is		9	0
The ½ yearly acquittances			8
The fine certain every 7th year	15	0	0
To the Chapter Clerk of registering and engrossing the Lease each 7th year	2	0	0
To the Dean & Chapter for ye seal	13	4	
To the Register Clerk		2	6
To the Verger		1	0
	<hr/>		
Total	18	6	6

It is gathered from a further letter dated 19th October 1694 that the land was by then purchased from Mr. Joseph Lawrence. The letter, which is in the nature of an instruction from Sir E. Gregory to Clerk of the Cheque at Chatham reads as follows :

“ Whereas their Majesty's have lately purchased of Mr. Joseph Lawrance his right to the March Land wherein the New Docks at this place are dug and the said land being held by lease from the Dean & Chapter of the City of Rochester there is an annual rent payable to them for the same. These are to pay and require you (pursuant to the Navy Board's desires signified to me in their letter of the 15th currt.) to cause the rent formerly allowed Mr.

Lawrence on the Quarter Books to cease at Michaelmas 1694 and the rent of nine shillings per annum now to be allowed to the said Dean & Chapter to commence the . . . of October 1694, placing upon each of the Quarter Books the sum of 2 shillings and 3d for the said rent, with an addition of 4d on Lady Quarter and the same on Mich^{as} Quarter of each year being for two acquittances which the Receiver for the Church will give for the moneys and this shall warrant your so doing.

Sd. E. GREGORY

To the Clerk of Cheque of
Their Majesty's Yard at Chatham."

The same land appears again in later documents. The existing lease from the Dean and Chapter was surrendered in 1698 and a new one entered into for 21 years at "yearly rent nine shillings at the feasts of the Nativity of our Lord Christ and St. John the Baptist. Tenants to Maintain and keep repaired the Docks Masthouses and other appurts, and the fences and to pay and discharge all taxes etc."

On 26th April 1805 reference to the land again appears in a lease to "Sir Andrew Snape Hammond Comp^{tr} and Henry Duncan Dept. Comp^{tr}, Sir John Henslow Knight and Sir William Rule, Knight, Surveyor, and Chas. Hope, Commr" at a yearly rent of nine shillings, Tenants to maintain and keep repaired the Docks etc. etc."

Finally on 24th December 1805 the land was conveyed by the Dean and Chapter to the Admiralty for the sum of £648.¹ This represents £72 per acre a price not far removed from the present value of undeveloped marsh land on the riverside.

Before the end of the 17th century and for some years after the turn of the century the petition of Alice Caesar (in which she was later joined by her husband John Higgins), claiming title to three acres of Dockyard land immediately adjoining and to the south of the 9 acres above referred to appears to have taken up a vast amount of official time. The land contained a number of the principal dockyard buildings in addition to two docks and a slipway and one can imagine that the petition must have caused some consternation at the Treasury.

Alice Caesar owned the Manor of Westcourt in the parish of Gillingham. According to Hasted (second edition Vol. IV, p. 568) :

"Sir Richard Leveson in 1627 conveyed it (Westcourt), to John Duling gent, who by will in 1638 gave it to his daughter Elizabeth Salmon and she conveyed it in 1651 to George Bower Esq. the Executors of whose widow, Anne Bower, past it away in 1661 to Augustine Caesar MD of Rochester who by will in 1677

¹ Admiralty Lands Records.

gave it to Alice his wife for life and afterwards to his nephew Augustine (son of his brother Joseph Caesar), and Alice his wife and the survivor of them. They left four daughters and co-heirs Joane, Margaret, Mary and Alice. Alice wife of Augustine Caesar surviving him married John Higgins gent, and they jointly with her four daughters and co-heirs of her former husband in 1698 conveyed it to Thomas Rogers gent and anno 10 William III an Act passed for vesting the absolute fee and inheritance of this manor in him."

The name " Irene " occurs in place of " Joane " in later references to this family and is more likely to be correct. Hasted's initial reference to the Caesars (Vol. IV, p. 232, 2nd. edition) is incorrect and he corrects himself later as above quoted.

The last named owner, Thomas Rogers is probably the " Mr. Rogers " indicated on the plan (Fig. 2) as the owner of a number of parcels of land in the neighbourhood of the village of Brompton and adjoining the Queen's land.

The original petition is dated March 14th, 1695-6 but the matter had obviously been raised earlier as some local investigation into the claim had been made by the Dockyard Commissioner as shown by a letter from Commissioner Sir E. Gregory to Mr. Whittaker, Solicitor dated 22nd February 1695 which provides some valuable second hand information on the growth of the Dockyard during the 17th century. The text is as follows :¹

" Sir,

This owes the receipt of yours of the 15th since which I have taken occasion to discourse with the oldest men now living in these parts from whom all that I can learn amounts only to what follows.

Tis most certain that the Crown has been in possession of the land wherein the Yard is built for near 80 years, 74 whereof have revolved since it was finished.

Tis very probable from all that I can collect from my conferences with these aged sparkes that the land whereon this Yard and Docks now stand was formerly the property of Sir William Butler, Baronet, then Lord of the Manor of Chatham and of John Duling gentleman, then living at his seat called West Court in the parish of Gillingham. In certain there is yet a great stone under our Master Ropemaker's Office window marked J.D. I am assured there was another near our Blockmaker's Shopp a third at the head of the Double Dock which I have often seen and sat upon, a fourth close by the Storehouse and a fifth without the Plank Yard Gate near to the Brick wall which were all sayd to be

¹ Treasury Papers (XXXVI) (54). See also Fig. 1.

bound stones marking out the land of John Holding an aged Smith that has wrought about sixty three years in this his Majes^{ty's} Yard, he says that when he was a youth he remembers to have heard severale elderly men say that King James the 1st purchased the said marsh land of John Duling before mentioned and that Sir William Butler being then of the Bedchamber to the said King James made a present to his Majesty of that land of his upon which the Yard now stands. Mr. Richard Burton affirms that having occasion not many years ago to search the Fire Office for some other matters he was informed that in the year — or thereabout there was a Fine levyd by Sir William Butler for two wharfs two Storehouses and ten messuages in the parish of Chatham St. Mary which in all probability must relate to the ground upon which the King's Yard and Docks now stand (as he believes) by the Crown of the said Sir William Butler, or it may be given as in before asserted. In a word all things relating to these affairs seem to be very dark and obscure. For the old gentleman above mentioned can affirm nothing with any sort of certainty. Only they all agree that the King (whom God preserve) is Chief Lord of the Manor of Gillingham whereof Mr. Chas. Dallison of Chatham, attorney is Steward and to whom I pray leave to refer you for a further account thereof.

They say, that though there be sundry reputed Manors in Gillingham yet they all pay quit rent to the King as Chief Lord of the Fee particularly West Court now in possession of the Widow Caesar pay 40^s a year to his Majesty. If any good can be made of this advice, or anything else that I have said, I doubt not but you will industriously improve it to his Magesty's best advantage, though I am troubled to find that our friends at the Navy House can give no other account of the King's title but a long possession.

I am

Sir Your very humble Servant
(Sd.) E. GREGORY

Mr. Whittaker,
Solicitor."

The claim was pursued with great persistence and in 1705-6 we find it referred to the Lord High Treasurer with all the relevant documents. These are briefly as follows :¹

- (1) A petition of John Higgins gent in right of Alice his wife formerly Alice Caesar.
- (2) A lengthy report of the Surveyor General dated 18 June

¹ Treasury Papers XCVII.

1700 from which it appears that the question of title had been in litigation since 1692. The claim made was for recompense for three acres of land wherein the Docks and buildings were placed. No fewer than 16 witnesses were examined in 1695 and 1696 and a précis of their evidence given. In 1699 an Order in Council referred it to the Attorney General. His report stated that the buildings were erected in the time of Jas. I and the evidence as to title goes back to the year 1627 when Sir R. Leveson Knt. of the Bath sold to John Duling of Rochester gent in consideration of £1060 the Manor of Westcourt with the site and very many parcels of land in Gillingham and 3 acres of silt and fresh marsh in Chatham at or near the King's new Docks there late in the occupation of Pet. Buck Esq.

- (3) Order in Council dated 22 Feb. 1699 referring the petition and At. Gen^l report to the Commrs of Treasury.
- (4) The Attorney Gen^l report dated 3 Feb. 1699. He said it did not appear to him that the inheritance of the 3 acres claimed was ever conveyed to H.M.'s predecessors.
- (5) Another petition of Alice Caesar, alias Higgins for the deposition to be heard by the Admiralty and to report their opinion.
- (6) Report of Sir E. Northey Att. Gen dated 7th August 1703 on the previous reports and evidence and the deeds and depositions. In addition he had caused Mr. Lechmore to survey the Docks and land there. His (the Att. Gen.) opinion was that the petitioners appeared to have a title to the 3 acres of marsh land in Chatham and it was probable that those 3 acres were in Chatham Docks. The suit if carried on would be doubtful and as the title of the Docks was of great consequence it would be a charity to the petitⁿ to put an end to this intricate question, it would be for Her Majesty's service to give the petitioners reasonable satisfaction.
- (7) Copy of Mr. Lechmore's letter to the Commrs. of the Navy sending copies of his report. He considered the claim groundless and that Her Majesty had an undoubted title to the premises and every part thereof Dated 15th Jan. 1702.
- (9) Letter from J. Higgins to Mr. Lowndes. He and his wife were willing to convey to Her Majesty the land for principal and interest of £2500 to be computed from A.D. 1656 with reasonable charges they having spent £1000 and upwards prosecuting the suit. Dated 25th July 1704.

- (10) Letter from the same to the same. If the claim were not settled they will be obliged to sell to a private "hand" who would endeavour to exact the utmost improved value from the Crown. Dated 31st July 1704.
- (11) The petition of John Higgins gent, Alice his wife and four daughters referring the whole matter to his Lordship.
- (12) Mr. Higgins case. It might modestly be presumed that above £100,000 had been laid out on the land, the full advantage whereof belonged to the owner of the soil. After spending £1000 in several years in prosecuting his right he submitted his case to his Lordship. There are two minutes on the back, the last of which is 25th Feb. 1705. The Commissioners say a statement of this case has been made by Mr. Lechmore which shows the petitioner has no Color of Title. The Cmmrs. are to send a copy of that case.

The following further reference to the case appear in later Treasury Papers :

*April 22 1707-08*¹

Report of the Att. General (Northey) and the Surveyor Gen. (Travers) to the Lord High Treasurer on the petition of Mr. Higgins his wife and children relating to 3 acres of ground claimed by them within the dock at Chatham and also upon two reports relating to the petitioner's title to the same. They had considered the reports and perused the deeds produced by the petitioners and discussed with the petitioners and after several meetings brought them to take for their pretentions £4000 viz. £1200 to Mr. Higgins and his wife and £700 apiece for the four daughters which they thought reasonable to quit Her Majesty's title and possession and to prevent the consequences of a trial of the right to the three acres, the buildings on the same (if the three acres should be found to be within the Dock) being of very great value and the lands a very useful part of the Docks. The petitioners to convey the same to Her Majesty. Dated 22nd April 1717. Minuted 21st May 1707. My lord agrees to this. Also an abstract of the reports of Ld. Chief Justice Trevor Mr. Surveyor Gen. Travers, Mr. Att. General Sir E. Northey on the same matter.

*About Aug 25th 1707*²

Petition of J. Higgins gent. Alice his wife and her four daughters viz. Irene, Margaret, Mary, Alice Caesar to the Ld. High Treasurer,

¹ Treasury Papers, Vol. CI.

² *Ibid.*, Vol. CII.

FOR ITS BUILDING DURING THE 16TH AND 17TH CENTURIES

asking him to direct the Commrs. of the Navy to make out bills forthwith for the purchase money (£4000) as apportioned by the Attorney General for their interest in 3 acres of land in Chatham Docks. Minuted "Read 25 Aug. 1707. Let Mr. Att. Gen. certify that the distributions agreed to are as set forth in his petition and then your letter to the Navy may be altered accordingly."

A conveyance was duly completed, dated 25th July 1707 from John Higgins and other to Queen Anne of "all those three acres be the same more or less of fresh marsh and salt marsh situate lying and being in the Parish of Chatham" etc. etc. for the sum of £4000. Thus, allowing £1000 for expenses incurred in prosecuting their claim, Higgins his wife and her daughters received payment at the net rate of £1000 per acre, surely a handsome sum for "fresh marsh and salt marsh". One might have thought the family would then have retired, satisfied. But no. A further entry appears in the records dated "about October 29th 1707".¹

"Petition of Irene, Margaret, Mary and Alice Caesar, daughters and heirs of Augustine Caesar late of Rochester, doctor of physic, to the Lord High Treasurer Praying payment of interest on purchase money agreed on for part of Chatham Docks."

John Higgins and his wife are not mentioned in this petition. They evidently had had enough litigation. One can only hope that the daughters, following the example of persistence set by their mother and stepfather, received their just reward.

¹ Treasury Papers, Vol. CIII.