

THE "OLD BOWLING-GREEN" AFFAIR, SOUTHAMPTON

1749-1759

By J. M. KAYE

WHEN Robert de Eglesfeld, founder of Queen's College, Oxford, contrived to get the wardenship of God's House, Southampton, conferred on the provost and scholars of his new foundation, in 1344 (Magrath 1921, i, 18ff) he endowed them not only with a potentially valuable piece of property but with a fruitful source of discord. The hospital, in its early days, had been to some extent under the control of the burgesses, and most of its possessions had come from Southampton men (Kaye 1976, i, xxv ff). Although, by the late-thirteenth century, the burgesses had had to abandon any idea of directing the hospital's affairs, and although leading citizens were still to be found – like Thomas Mydlyngtone in the early-fifteenth-century – who would render valuable services to it, the college may well have been resented as an intruder and absentee-landlord. At all events, relations between the town and the college were often strained; sometimes disputes were settled amicably by arbitration, sometimes the courts were resorted to, and, on one occasion, the famous salt-marsh riots of 1500 (Davies 1883, 51; Platt 1973, 50-1), there was open warfare. Most of the controversies have left only formal evidence in the college archives, but the bowling-green affair of 1749-59 is an exception: it has left us the vivid commentary, by the Rev. Daniel Perkins, to which these remarks serve as an introduction. Perkins, who became a fellow of Queen's in 1744 (Magrath, ii, 315) was presented by the college to the living of Holy Rood, Southampton, in March 1751, remaining there until his death in 1772, though he held the living

of Church Oakley, Hampshire, in plurality. Like his predecessor, the Rev. Bernard Brougham, he acted as steward of God's House, collecting rents, negotiating with tenants, paying the allowances of the poor persons living in the hospital, and generally keeping an eye on the college's interests. He seems to have been a pugnacious character, at any rate towards the Southampton Corporation. In 1754, he refused to have the annual mayoral election sermon preached in his church (Davies, 361), and in 1759, besides defending the college's interest in the bowling-green dispute, he was waging a battle of his own, claiming that the steward's house, in which he lived, was not chargeable to land tax, and that he was not liable to pay the town poor-rate or water-rate. His arguments on these financial points do not seem to have been very sound, as was concluded by Mr. Serjeant Stanyford, from whom the town sought counsel's opinion, in March 1759 (MS. Queen's 4 G 130), and it is clear that former tenants of the steward's house had paid both the tax and the rates. Mr. Perkins was on safer ground, in the bowling-green affair, but no doubt his attitude to the Corporation and its officers was coloured by these other encounters. Edmund Ludlow, mayor of Southampton, writing to the provost on 12 June 1759, said: —

'We could wish your Steward's Behaviour to us was consistent with the favourable Sentiments of his constituents, but he well knows it to be his frequent Practise not only to revile the Magistrates but to pro-

mote an Opposition to their Authority in his Parishioners and Others...' (MS. Queen's 4 G 128).

The piece of land, parts of which were the subject of the dispute, lies outside the town walls, in the parish of St. Mary, and is bounded on the west by Canal Walk, formerly known as the 'footway by the town ditches', the town ditches being the narrow strip lying between this footway and the eastern town wall; the ditches had not been filled in, in Perkins's time, the footway being on top of a sloping bank. The eastern boundary is the street now called Orchard Place, formerly Orchard Lane, and before that known successively as Newton (or Newtown) Lane and Flemingslane. The southern boundary is the piece of open land formerly called God's House Green, on which the present 'Southampton Old Bowling Green' stands, while on the north the plot extended, in its eastern half, as far as the line of the present Briton Street; the western half did not extend as far as this line, a wedge-shaped plot, wider at the west than the east end, being excluded from the college's holding. The land had been part of the original hospital endowment, and title to it was confirmed to the college, by name of 'a garden in the tenure of Christopher Ambrose', in the great arbitration of 28 October 1504 between the town and the college (MS. Queen's 4 G 21; 4 G 16, fos. 9-11; Davies, 52-56) which put an end to the college's claim to the salt-marsh while acknowledging its right to the rest of its possessions in this part of the town. Down to about 1561 the close was undivided and let for 13s. 4d. per year; Thomas Wells held it c.1542-51, and his widow in 1553-54 (MS. Queen's, G. H. Rentals, box 2, nos. 30-34, box 3, nos. 1-4, box 4, no. 1). Then it was divided into two moieties, each paying 6s. 8d. The northern moiety, on which Orchard House was built in 1818, does not concern us; the southern moiety is the 'old bowling-green' site, so called from the early-eighteenth

century until the early-nineteenth, when new houses, fronting to Orchard Lane, were built on it by Richard Eldridge and John Allen in 1802 and 1818 respectively; by the mid-nineteenth century some building had taken place on the western part of the plot, too, while south of these buildings, and so immediately north of God's House Green, was a timber yard: these developments are marked on the 1846 Ordnance Map of Southampton. The moiety was held from 1561 to 1583 by John Favor (MS. Queen's, G. H. Rentals, box 5, nos. 3-16), and from 1585, until his death in 1616, by William Wallop, also called Gollop or Gallopp (MS. Queen's, G. H. Rentals, box 5, nos. 17-29, box 6, nos. 1-6). He was succeeded by George Gollop or Wallop, probably a son, to whom on 7 July 1636 a lease for 40 years was granted, rent 6s. 8d.; the demised premises are therein described as

'... garden plott of grownd conteining by estimacion one acre and a halfe, with the howse therein beinge, sette lyinge and beinge without an neight without the walle of the said towne ... betwene a lane called Flemingslane [E], the ditch of the said towne [W], a parcel of grownde call'd Gods Howse Grene [S], and a close now or sometime in the tenure of Thomas Mason (i.e. the northern moiety mentioned above) [N]' (MS. Queen's, Lease Book C, p. 77).

The lease was renewed to Gollopp on 29 May 1648 (MS. Queen's, Lease Book C, p. 257) and he was succeeded as tenant by Roger Gallopp, to whom a new lease was granted in the same terms as the old, on 16 July 1669 (MS. Queen's, Lease Book D, p. 458). Roger seems to have remained as tenant until the early years of the eighteenth century, when a lease was made to Robert Lambert of Southampton, gardener, on 16 June 1707 (MS. Queen's, Ledger (or Lease) Book 1706-1743, p. 84); he was the 'old Robert Lambert' referred to in Mr. Perkin's letter, and his lease was renewed on 16 June 1721 (Ibid., p. 198);

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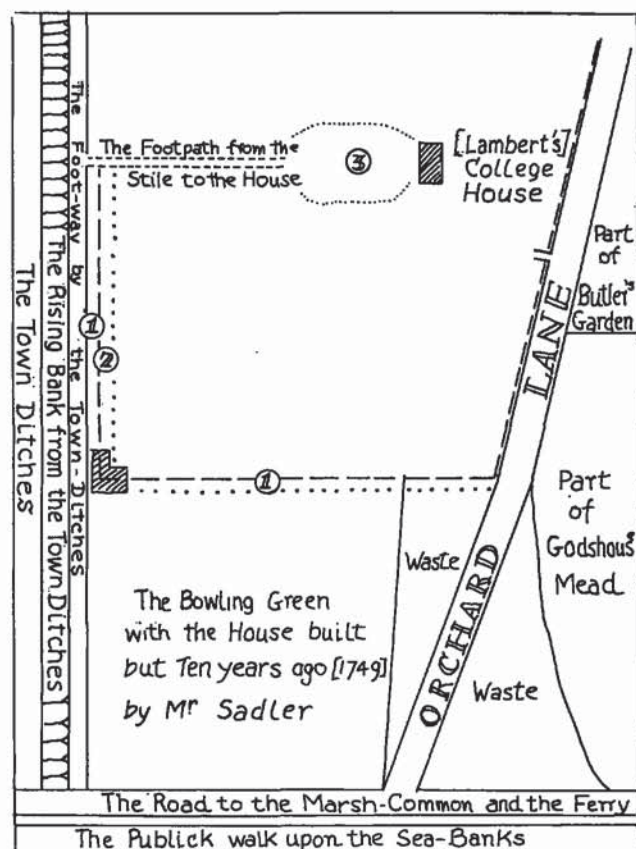


Fig. 1. The Old Bowling Green, Southampton. Sketch Map based on Perkins' third plan (1759), not to scale.
 — Boundary of Queens College land. 1. Strips awarded to town, 1749, 2. Strip in dispute, 1759, 3. Site of Nine-pin Alley, c. 1749.

he was succeeded by his sister, Widow Earle, holding as legatee of the term down to her death in c.1750, and then by his nephew, Robert Lambert, to whom a renewed lease was granted on 2 June 1752 (MS. Queen's, Ledger (or Lease) Book, 1743-66, p. 174). As Perkins's remarks show, the Lamberts, as head tenants, sometimes sublet the property. A further lease was made to Robert Lambert's executors, his widow Elizabeth and John Lambert, on 31 May 1764 (Ibid., p. 494).

There does not seem to have been trouble over the boundaries until, in the eighteenth

century, the Corporation began to reclaim the land lying along the town ditches, on the west, and God's House Green, hitherto unenclosed waste, on the south; the latter, despite its name, had never formed part of the hospital's property and the town's title to it, and to the town ditches, was presumably based on prescription. In 1749 the God's House steward, the Rev. Bernard Brougham, notified the college that the town was claiming to fix the boundary of God's House Green – now being enclosed – a little too far to the north, and the boundary of its land in the town ditches a little too far to the east, in each case

making an encroachment on the Lambert holding. The college presumably did not think the matter too serious, and agreed to have it arbitrated by Richard Taunton, a prominent burgess who became a noted benefactor to the town (Davies, 303-04, 323-25). By his award, of 16 September 1749, Mr. Taunton allotted the two strips in dispute to the town, subject to an annual rent of 2s. to the college. Mr. Lambert does not seem to have objected to this arrangement but 10 years later, when the Corporation tried to take a further 10 ft. or so from the western edge of his garden, he protested to the steward, Mr. Perkins, with the results so fully described in the letter to the college bursar. The college seems to have taken the view that nothing could or need be done about the encroachment which had already taken place, in 1749-50, by the building of Alderman Sadleir's new bowling-green house, at the north-west corner of God's House Green, in such a way that it protruded northwards into Lambert's land, but tacitly approved Perkins's resistance to the proposed encroachment eastward from the town ditches. The definitive plans of the college estate in Southampton, drawn by John Brine in 1774 (MS. Queen's, no ref. no.) show that a small degree of encroachment had, nevertheless, taken place by that time, but only to the extent of a strip one foot wide at the southern end, where it abutted on the north side of the 'bowling green house', and six feet six inches wide at the northern end: so that Mr. Sadleir's threat to make a 'good tolerable garden' for his house, at the college's expense, did not materialize. In fact it seems, from this and other plans, that a 'good tolerable garden' was made for the house, which in 1774 was in the tenure of Colonel (later General) d'Auvergne, by taking in a strip of land south of it, thereby diminishing the area of the former God's House Green. By 1846 (see 1846 O.S. Map) the former bowling-green house had been demolished, its site being occupied by a row of cottages, and a new bowling-green house had been built a little way eastwards.

The documents which follow consist of (a) surviving letters relating to Richard Taunton's award of 1749, (b) the text of the award, and (c) Mr. Perkins's letter to the bursar. This last was accompanied by four rough plans: (i) a plan emanating from the Corporation, showing what they claimed. (ii) three plans drawn by Perkins himself, showing the Lambert holding as it was before 1749, as it was between the date of Taunton's award and 1759, and as it was in 1759. The plan which accompanies this article is based on the third of Perkins's plans; the annotations are his, apart from those in square brackets, which are my own.

(a) Letter (MS. Queen's 4 G 123(A)) addressed: 'To the Reverd. Dr. Smith, Provost of Queen's, Oxford.' Endorsed: 'Letters from Mr Taunton & Corporation of South'ton about a Reference &c.'

Reverend Sir,

The Corporation are much obliged to you and your Brethren for your generous Proceeding in referring the little Matter in Dispute between the two Societys to one of their own Body, and therefore they made no hesitation in fixing on the same Gentleman for their Referee; and he will make an Award which it's hoped will be to mutual Satisfaction, vizt., that the Corporation shall hold the two Strips of Land in Question in Perpetuity and pay the Colledge a small freehold Quit Rent: And he proposed that each Body should under Seale execute an Instrument for that Purpose, But as it is doubtful whether it would be proper or agreeable for your Body to enter into this by way of original Agreement it seems better for the Enjoyment & Payment to be in Consequence of an Award made in form. And therefore the Corporation have executed an Arbitration Bond (MS. Queen's 4 G 124, usual bond in £20 to stand to the award) to your Society who are desired if they approve this Method to execute the

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like to the Corporation & send it to Mr. Taunton, who may then make his Award in two Parts one to remain with the Society, And there will then need no further Deed or Writing. The Respects of the Corporation wait on you and your worthy Brethren, I am

Reverend Sir:

Your most obedient humble Servt.

Jno Godfrey Town Clerk

South'ton Augt. 30th. 1749.

(a2) Letter (MS. Queen's 4 G 123 (B)) addressed: 'To the Revd. Doctor Smith, Provost of Queen's Colledge, Oxford. In his absence to Mr. Provosts place.'

Southampton 30 Augt. 1749.

Revd. Sir,

I return you and the Society of Queen's my humble thanks for your very obligeing Letter of the 23d Inst., by the Revd. Mr. Longmire, & as you are all pleased to Refer the small parcels of Ground in dispute between the two Societys to my decision, I did presently Communicate your said Letter to Mr Mayor & the Common Councelle, who after deliberation were pleased to make choice of me also on their parts, & accordingly order'd a bond of arbitration to be drawn on their part for that purpose, to which they have affixed their Common Seal, which if approved by your Society, Let them fix their Seal to the Counterpart - Gentlemen, you may depend I will renounce being a Corporate man, for the time I am acting between the two Societys and act with the Greatest impartiality - and to prevent a Contest as well as to shorten the affair of ye Ground to which both bodys claim a Right, it is my Intention to award that the Corporation shall pay a yearly acknowledgement to the Colledge for Ever, without Lease or Renewal being here after made. This I have Communicated to our body as I do now to yours, and if one or both doe refuse to agree to it I shall very freely Resign up the trust they

have reposed in me, my best Respects wait on You and ye Gentlemen in the Common Room, I am

Good Sir, your Most obedient Servant,
Richd Taunton

(b) Septr. 16th. 1749. The Award of Richard Taunton Esqre between the Corporation of Southampton and Queen's College in Oxford (MS. Queen's 4 G 125).

To All Persons to whom these presents shall come I Richard Taunton of the Town & County of Southampton Esquire send Greeting WHEREAS a Dispute has arisen between the Mayor Bailiffs and Burgesses of the Town of Southampton and the Provost and Scholars of Queens Colledge in the University of Oxford Warden of the Hospital of Godshouse in the said Town of Southampton touching the right to two certain Strips or small Pieces of Garden Ground situate in the Parish of St. Mary in the Town and County of Southampton to wit one of the said Strips or Pieces of Ground lying on the East or North East side of a Messuage or Tenement newly erected in the Room of two Porches or Sheds on the North side of the Bowling Green of the said Town and which said Strip or Piece of Ground extends from the said Messuage Eastward along the side of the said Bowling Green to Orchard Lane and contains in length one hundred and five feet or thereabouts & in breadth at the East End Six Feet or thereabouts and at the West End seven feet or thereabouts & the other of the said Strips or Pieces of Ground lyes behind the said Messuage or Tenement and extends from the said Messuage Northward to a certain Stile behind the Town Ditches and contains in Length one hundred and thirty two feet or thereabouts and in breadth at Each End sixteen feet or thereabouts and is bounded with the Footway leading along the said Ditches

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on the West & with the Garden of the said Provost and Scholars Warden Parcel of the Lands of the said Hospital in the Possession of Earle Widow or her Undertenants on the East and North AND WHEREAS for the settling the said Dispute as well the said Mayor Bailiffs & Burgesses as also the said Provost and Scholars Warden have agreed to submit the said Matter in Dispute to the Determination of me the said Richard Taunton And they are accordingly become bound to wit the said Mayor Bailiffs & Burgesses to the said Provost and Scholars Warden And the said Provost and Scholars Warden to the said Mayor Bailiffs and Burgesses by their several & respective Bonds or Obligations under their respective Common Seals bearing date the thirtieth day of August now last past in the respective penal Sums of twenty pounds conditioned for their respectively in all things well & truly standing to obeying abiding performing and keeping such Award Order Arbitrament Final End and Determination as I the said Richard Taunton should make in the premises so as the said Award be made in Writing under my Hand & ready to be delivered to the parties in Difference or such of them as should desire the same on or before the first day of October then and now next ensuing as in & by the said Bonds or Obligations and the Conditions thereof relation being thereunto respectively had it doth and may more fully and at large appear NOW KNOW YE that I the said Richard Taunton having taken upon Me the burthen of the said Award and having deliberately heard the Allegations and Proofs of both the said Communities and surveyed the said Lands in Question and being willing to set the said Parties at Unity & good Accord do make this my Award Order Arbitrament Final End and Determination touching the matters in Difference between the said Parties in manner and Form following that is to say FIRST I do Award and Order that the said Mayor Bailiffs & Burgesses & their Successors or their Tenants of the said Messuage and Bowling Green for the time being do and

shall from henceforth forever hereafter peaceably & quietly have hold use occupy possess and enjoy the said two Strips or Pieces of Garden Ground as appurtenant to the said Messuage and Bowling Green which are now in the possession of Richard Vernon Sadleir or his Undertenant by Virtue of a Lease from the said Mayor Bailiffs & Burgesses without any the Lett hindrance or disturbance of the said Provost and Scholars Warden or their Successors AND FURTHER I do Award and Order that the said Mayor Bailiffs & Burgesses and their Successors do and shall in Consideration of the Premises Yearly and Every Year from henceforth for ever hereafter well and truly pay or cause to be paid unto the said Provost and Scholars Warden their Successors or Assigns one Annuity Rent or Yearly Payment of two Shillings of lawful mony of Great Britain on the Feasts of St. Michael the Archangel & the Annunciation of the blessed Virgin Mary by even and equal portions the first Payment thereof to begin & be made on the Feast of St. Michael the Archangel now next ensuing IN WITNESS whereof I the said Richard Taunton have hereunto sett my hand and Seal the Sixteenth day of September in the twenty third Year of our Sovereign Lord George the Second by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth And in the Year of our Lord one thousand seven hundred and Forty nine Sealed and delivered being first lawfully Stamp't in the Presence of Us

[signed] Richd. Taunton

[Seal]

[signed] Elizabeth Burnell

[signed] Wm. Vernon Deputy Town Clerke of Southampton 1749

(c) 'Mr. Perkins's Letters & Plans relating to Lambert's Garden joining upon ye Bowling Green in South'ton' which ye Coropatn - wou'd have taken part of in 1759 - N.B. This is the same Piece of Ground which had been settled by Mr. Taunton's Award once before' (MS. Queen's 4 G 129, consisting of 16 paper pages, stitched together to form a book, with a paper cover addressed: 'For the Revd. Mr. Rowes, Bursar of Queen's College Oxford.' The bottom right-hand corners of some pages are torn off, slightly affecting the text, marked here by [. . .]).

Southampton. March 19. 1759

Dear Sir,

I had the Favour of your's by Mr. Dudley, and deliver'd Mr. Durell's Licence to his Agent here, and received 17 shillings for it, which I have placed to Account.

I also received the Plan of the Corporation in regard to their House, & Mr. Taunton's Arbitration, and have examined it. And the Observations which I have to make upon it are,

1st. It is a down-right Falshood, that I have taken away any part of the Ground awarded them by Mr. Taunton. On the contrary, I have allow'd them, what I am afraid I had no right to do, Six inches more than in his Arbitration he has awarded them. According to the Copy of it, which was sent me by Mr. Bolton, (late Bursar) there are no more than Sixteen Feet at Each End of the Strip of Ground then in dispute, awarded them, 'bounded with the *Foot-way leading along* the Said (vizt. Town-) Ditches on the West and with the Garden of the Provost & Scholars Warden Parcel of the Lands of the said Hospital in the Possession of - Earle Widow or her under-tenants on the East & North' - These are the Words of the Arbitration. And by this Arbitration they are certainly entitled to Sixteen Feet in Breadth from the *Footway*

leading along the Town-Ditches, into the Garden, and *to no more*. And so much I have allow'd them, & half a Foot over. I have Hedged them out Sixteen Feet & a Half from the *Foot-way leading along the Town-Ditches*, fairly & truly, by erecting a Stake or Rod in a Perpendicular, within [the] Extremity of the Ditch of the Hedge, to the Height of the [. . .] [p.2] of the Hedge; And from the Top of the Stake I drew a Measuring Chain Sixteen Feet and a Half, under the old Thorn Hedge, in a direct Line above the old Bank, into the Garden. And there drove a Stake on the North-End of the Slip next the Stile mentioned in the Award; & I did the Same on the South End of it; & drew a line from one Stake within the Garden to the other; & made the Hedge by the Line. This is a literal & true Account. And the Remark which a Lawyer, & a Court of Equity would, I apprehend, make from this Fact, which is really true, would be this; - If the Corporation had no other Claim, at the time the Award was made (vizt. September 16, 1749), which is plain they had not by it's not being mention'd in the said Award, than of a Slip of Ground of Sixteen Feet in Breadth at Each End from the *Foot-way leading along the Town-Ditches*; - pray how come they to set up a Claim, and what Right have they now, which is only Nine Years & a Half Since, - to Twenty Six Feet from the said *Foot-way*? - For the Piece of Ground they now lay Claim to, & which I have hedged them out of, & thrown into your Tenants Garden, is Ten feet in Breadth more & over & above the Sixteen Feet & a Half, which I have allotted them according to the Award. And it is not only Ten Feet in Breadth from East to West, but it is an Hundred & Thirty Two Feet in Length from the Wall of the House on the South, to the end of it on the North. And which your Tenant affirms to me is worth Forty Shillings a Year to him.

The 2d. Observation I have to make upon their Plan, is, that they are Deceiving you by their Plan, in regard to the [Bre]adth of the

Slip allotted them, at the End of it on the South [. . .] the *Washhouse*. By their Plan it seems not so wide as [. . .] End to the North. And indeed it is not so, as the House now [p.3] stands, & is Set into your Premises. But in Answer to this you are to know, that the old Hedge & Bank & Ditch run in a direct Line from where they make the Elbow of the Ditch in their Plan, to the South where it met the old Hedge from East to West at the North Side of Bowling-Green, & as they stand in all my three Plans. And for the Convenience of an Outlett & more Room to the Door-way on the West End of the House, as it is in their Plan, the House is set full Three Feet within the Line of the old Ditch & Bank of the old Hedge. The Breadth of the Kitchen & Washhouse, as in their Plan, is full Fifteen Feet & better at the North End; and from the Hedge which I have made, to the Corner of the said Kitchen & Washhouse, the Distance is only Two Feet. So that I have allow'd full Sixteen Feet at the End of the Slip awarded, to the South. For altho' they have fill'd in the Old Ditch & stockt down the old Bank to the Amount of Three Feet on the Outside of the West End of the House, for the Convenience of the House & Door-way; *that* does not appear to me any reason why your Boundaries should not be ascertained, & that therefore you should lose all Acknowledgment of your Ground, on *that* Account.

The 3d. Observation I have to make on their Plan, is in regard to the Boundary they have set to what they call, in their Plan, 'The East-part of the *Town-Land* under a Goosberry Hedge'. And the Observation is this; It is well known to all the Inhabitants of Southampton, that the Corporation never had one Inch of Land within your Boundary of the old Hedge & Ditch adjoining the Footway of the Town-Ditches, Since Noah's Flood. And if they had any before *That*, they will, not only find it difficult now to make good their Boundary, but to shew, that Prescr[iption] has not now given it against them. I beg your [? pardon] [p.4] for being so ludicrous; but it

is hard for a Man that knows the Truth of this Affair to keep his Countenance, & to forbear Laughing at so Ridiculous, So Impudent, & Knavish a Claim. And this Assertion I shall make good by

A 4th. Observation, which I have to make on their Plan; and that is, in regard to the *Old Goosberry-Hedge*, which it would seem, they would make, as placed there, as the Limits between the *Town-Land* & the College-Land. – And in order to let you into the Truth of this Matter, I must beg your Patience in Giving you the History of this Same *Old Goosberry-Hedge*: And which I must preface with two short, but necessary Remarks, in Order to make my History more Easy & intelligible.

You must know then, that in the time of old Robert Lambert, your Tenant, (& who was Uncle to the present Robert Lambert your Tenant,) your Tenement in this Garden was a Publick-House; and as the Garden & Tenement are *Without* the Walls of the Town, the House, like many other Publick-Houses near Great Towns, had a Nine-pin-Alley adjoining to it.

You must know likewise, that the Ground, out of which the Bowling-Green was made, was within the memory of several Old People of good Credit in Southampton, all Waste, and was called *Godshouse-Green* & is so called in your Lease, as the Limits of your Garden on the South. And as having been all Waste & Common-Land, it is still to this day presented every Year as such, by the Inhabitants of the Town, at their Court-Leet. –

Robert Lambert Senr., your Tenant, taking it into his Head, that a Bowling-Green would be of farther & singular Advantage [p.5] to his House by bringing the Custom of Gentlemen to it, inclosed (by what Authority I cannot learn,) this said Waste Land into a Bowling-Green. He planted a White-thorn-Hedge round it, which is now a fine thick-cut Hedge, all but on the North Side of it, which is an

old Stake-Hedge, between your Premises & the Bowling-Green: & also planted a Row of Lime-Trees in the Middle of the Thorn-Hedge, which are also still remaining. And in order to make a Passage & Communication, between the Bowling-Green & his House, commodious, he open'd a Gateway on the North-West Corner of the Bowling-Green into, & through the Hedge & Bank of his Garden; And made a Foot-way by the side of the Old Hedge of his Garden on the West, adjoining to the *Foot-way leading along the Town-Ditches*, up to the Stile out of the said Foot-way, from whence was a Foot-path to the Nine-pin-Alley & the House; as in my Plan the 2d.

Now these two Remarks being the Preface to my History of the old Goosberry-Hedge; you are farther to know, that one Mr. Sanson, a Man of good repute & Note in Southampton, told me on Thursday last; that in the Month of October last it was Two and Twenty Years ago, since he first rented, & came to live at this said Publick-House & Garden of Robt. Lambert Senr.; That finding immediately on his Coming, that it was a Custom of the Nine-pin-Alley, that He that got first to the Alley & took up the Bowl, was to play first; and that therefore Gentlemen & Others, who were disposed to play at Nine-pins, instead of Coming up the Foot-path by the Garden-Hedge to the Stile, & from thence to the Nine-pin-Alley, would run across [p.6] his Planted Ground in a direct Line, (as they could guess,) from the Gate out of the West Corner of the Bowling-Green to the Nine-pin-Alley, to the no little Detriment of his Crops in his Garden; He therefore as soon as the Season would suit it, dug up, out of the old Rows of Goosberries in his Garden, some of the oldest & largest Goosberry-Trees which he could get; and planted a large thick Goosberry-Hedge, in order to keep Gentlemen & Others off his planted Ground, & within the Foot-path next the Hedge, to the Nine-pin-Alley. But that there never was any Goosberry-Hedge, that ever he heard of, there

before. Mr. Sanson saies also, that he always occupied and planted all the Ground in the Garden, from Hedge to Hedge, from East to West, & from North to South as specified in your Lease; & particularly that he always planted & occupied the Ground between the Goosberry-Hedge and the old Hedge of the Garden, without any Lett or Hindrance; & so did all the Tenants that ever he heard of, before his Time. And he rented the House and Garden Five Years. And never paid any Rent to any but to Lambert.

After Mr. Sanson, one William Brackstone rented the said House & Garden. He also is a Man of Good Credit and Repute in this Town. And he also affirm'd to me before Mr. Sanson & your present Tenant Lambert, that he lived in the House, & occupied all the Garden, & planted the said Piece of Ground between the Goosberry-Hedge & the old Hedge of the Garden adjoining the *Foot-way leading along the Town-Ditches*, for Seven Years without Interruption; 'till the Year before [p.7] he left it; when the Corporation (finding that your Tenants and their Under-tenants made an Advantage of the Bowling-Green, as they always occupied it rent-free, & for keeping it in Order, & keeping the Bowls,) took upon them to call it *their's*, & to put Mr. Alderman Sadlier in Possession of it. Upon this Mr. Sadlier built a House for the Accommodation of the Green; and upon their true Corporation-Principle, (which is, to *pretend to a Right where they have none, & to make what Encroachments they can,*) he built it wholly upon your Premises, all but Eight Feet from the Front on the South to the North, in a Line through the middle of the House from East to West; so that Eight Feet & a half in Breadth through the whole Body of the House from East to West, stands upon your Ground, and all the Kitchen & Wash-house & Necessary, entirely. And this Mr. Sadlier very judiciously took the opportunity of Doing, when Widow Earle your Tenant at that time (who was a Sister to Robt. Lambert Senr. & to whom he left it,) was confined to

her Room, & but a little before her Death; and about a year before Mr. Broham's Death [i.e. the Rev. Bernard Brougham, who d. 25 September 1750: Davies, 370], when he was not able to stir out, for his Old Age & Infirmities.

William Brackstone saies, that Mr. Sadlier's Building this House, was the first time that ever he was interrupted in Occupying the aforesaid Slip of Ground; or ever heard that any Tenant was ever interrupted in the Occupation of it. And all the reason that any one in Southampton can give for Mr. Sadlier's and the Corporation's Interrupting [p.8] Mr. Brackstone in Occupying the said Piece of Ground as he & all Tenants had ever done before, is; – not that they had any Right to it, or that it was Their's; but only because Mr. Sadler had set his House in upon it, in order to make the Bowling-Green more regular & uniform. And therefore they trump up a Claim & Title to it, because it had been long a Footway between the Bowling-Green & the Nine-pin-Alley. This occasion'd the Dispute between the College & Corporation about Ten Years ago; which was referr'd to Mr. Taunton, & which He, (tho' one of their own Body), was obliged to determine against the Corporation, by Awarding to the College Two Shillings a Year in Acknowledgment of your Right to the very Sixteen Feet mention'd in the Award; & notwithstanding all the Arts they made use of in this Affair by keeping back the Witnesses for the College & your Tenant, & Hindering them from Coming into Court to give their Evidence. All which is there well known & Notorious. However, and notwithstanding this Award of only Sixteen Feet from the *Foot-way leading along the Town Ditches*, into your Garden, Mr. Sadlier & the Corporation were determined still, to have Six and Twenty Feet. Whereas there are only Eight Feet assign'd them within the Garden (which may be supposed to be the full Width of the Foot-path from the Bowling-Green to the Nine-pin-Alley;) & the other Eight Feet of the Sixteen

mention'd in the Award are included in the Breadth of the old Hedge & Ditch, (which belong to you and are part of your Premises, & are the Extent of your Boundaries mention'd in your Lease,) adjoining [p.9] the *Foot-way leading along the Town-Ditches*. And according to this Resolution of Mr. Sadlier & the Corporation to have the Six & Twenty Feet from the aforesaid Foot-way, (notwithstanding the Award, & their having given the Society a Bond of Twenty Pounds to abide by it), when your present Tenant Robert Lambert, dug up the Ten Feet in Breadth, which I have now hedged off, (& which lie *Without* the Bounds of the Arbitration, & are therefore no part of it,) the Mayor and Corporation sent for him to their Audit-House, & threaten'd him, & frighten'd the poor man out of his Senses. Your Tenant after this gave this Piece of Ground up for lost, as having no Body to stand by him: And knowing them well, that they will lye perdue for a long time, 'till they have a fitting Opportunity to seize upon their Prey; & when they have, will spring at a Distance upon it; he sit down under his Injury & acquiesc'd in it, for Fear of Some time or other his being ruined by them. And indeed, it is by this Means only that they keep up their Power Here, & keep people in Awe. And they might have had this Piece of Ground to Eternity for me, had they been content with it only. But this would not satisfie them: They wanted more. Your Tenant has often complained to me, that all Mr. Sadlier's Tenants have threaten'd him, that they would take as much Ground of his Garden as they Pleased; & that Mr. Sadlier had order'd them to do so; & he would stand by them. And indeed I believe what he said to me was true; because last Summer, (after Mr. Sadlier & his Father, together with several of the Corporation, had had a consultation one Morning, with a Paper in their Hands, in the Open Street,) their Senior Sergeant [p.10] that very afternoon was sent with a Paper in great Form to your Tenant Lambert, which he read to him, & which was an Order to him to deliver up to

them what Land they pleased out of his Garden. Upon this the Poor Man & his Sister came running to me Crying & frighten'd out of their Senses; insomuch that I could not understand by them what was the Matter, excepting only by the Poor Man's often Repeating, - 'They may as well take away my Life as my Land.' I went immediately with them to see what was the Matter; & there I found the Senr. Sergeant, who had read the Paper, & two or three more Fellows with him, measuring & setting out the Ground with Stakes & Lines. They were but beginning in their Enterprize, and therefore how far they intended to go into your Premises I know not: but by a White Mark, which remains to this Day, on the Back of the Chimney, which is in the Middle of the North Side of the Parlour at the East End of the House, I apprehend their Design was to go so far. And your Tenant has, often since, told me so. Mr. Sadler's Tenant made that White Mark, & it was made for that Purpose. This would have made a good tolerable Garden to their House, of Two and Twenty Feet in Breadth from the East, to the Bank of the old Hedge on the Inside of your Garden on the West: And in Length from the Wall of the House 132 Feet. And indeed I have great reason to believe from what I have often heard Here, that they design'd, & do still design, at a proper Opportunity, to take in all the Ground in Breadth, to the East Corner of the North Side of the House; which will be about Nine Feet more, & of the same Length: And [p.11] which is the more probable, not only, from their Excessive ill-usage of myself, for Opposing them in their Encroachment on the Garden; but also, because, if Mr. Sadler & the Corporation can bring this to bear, the whole Site of the House will be on their own *Town-Land*, as I doubt not they would immediately call it. - But to return. - I drove their Sergeant & the Men with him off your Premises. Mr. Sadler that very Evening came up to me to the Church Door, as I was coming out of it with Mr. Rook from Prayers, & Insulted me with most opprobrious Language,

& threaten'd to Cane me. I mention'd this affair in a Letter to the late Bursar. He sent me the copy of Mr. Taunton's Arbitration which I have herewith Inclosed. On Reading it, I found the Corporation are intitled to no more than Sixteen Feet from the *Foot-way leading along the Town-Ditches*, which extend to no more than to Eight Feet within the old Bank of the Hedge into the Garden. I drove Stakes into the Ground at the Limits of the Award, on the Garden-Side. I acquainted Mr. Sadler's Tenant, that he might take off the Crop of the Ground which he had planted in the Garden beyond those Stakes; & gave him Notice not to plant that Ground again. When I was in London, & at my Living in Middlesex, between Michaelmas & Christmas last, He had made a Collection of old Currant - & Goosberry-Trees of Eight or Ten Years Growth, & planted them where the old Goosberry-Hedge formerly stood, (which had been dug up & destroy'd I cannot learn how many Years before my time in Southampton,) in order, I suppose, to enable them to affirm roundly, if I should happen to die or leave Southampton, that the Hedge had stood there time out of mind [p.12] as the Bounds of the College & *Town-Land*. Your Tenant complain'd again to me of this. And finding that there was no other way of Dealing with Mr. Sadler & his Tenants & the Corporation but by fixing them their Bounds, & visibly marking out the utmost Extent of Mr. Taunton's Arbitration; I told your Tenant, that if he would bespeak me some stuff for an Hedge, & send it into the Garden, & get me a Man to make the Hedge, I would run an Hedge in order to Ascertain the Bounds of the Award. He accordingly did so. I paid the Man for his Work. And your Tenant has paid me again. And all this I did out of no other Views, but a Principle of Justice, & Duty in my Office, to the College & your Tenant; & not to see *either*, Imposed upon or Defrauded of their Right & Property. For if the Corporation ever had any Right to the Ground, why did they never demand any Rent for it?

And now, to Answer your Query, in regard

to the Back-Door of the House, & the Door of the Necessary. I cannot find but that they were both made when the House was first built; & have been where they are ever since. But notwithstanding this, the Back-Door is a grievous Nuisance to your Tenant. Mr. Sadlier's Tenants hitherto have all of them kept Hogs. And their Hog-Sty, (& indeed the only one that they have ever had,) has always been at the North End of the Piece of Ground I have restored to your Tenants Garden. The Sty was only made of Stakes, & hedging-stuff wove between with Straw, & thatch'd over. They kept indeed their Hogs always penn'd up; but notwithstanding this, they would sometimes break out, & do great Prejudice to him in his Garden. It is also a Nuisance to your Tenant on another [p.13] Account. He is a Gardiner, & lives by his Garden, & raising Fruit & Garden-Stuff, (as many others here do,) to supply the Market. The Back-door of the House lays his whole Garden open to the House; & to all that come to Bowling in the Green, who by this means walk at large all over the Garden; for they are not all Gentlemen that frequent the Green. We are also here in Southampton very seldom without Soldiers; and sometimes great Numbers for a long time together. We have now between Six and Seven Hundred in the Town. The House Mr. Sadlier built for the Accommodation of the Bowling-Green, It, of course, has always been a Publick-House; & of consequence, always had it's Proportion of soldiers billeted in it. And the poor Man, your Tenant, has often complain'd to me of the Injuries he has sustain'd by them, & their wives & children, by the means of that Back-Door. Besides, It is a Nuisance in it self; & contrary to Law; & is built, both it & the Door of the Necessary, upon your Premises, & out of the Bounds of Mr. Taunton's Award.

I have now done with this long Account of this Affair; which I [have] given you, not only in my own Vindication; but to convince you of the Probability of what I have often heard in Southampton, that a great Part of

the Ground which the Corporation have, & which they call *Town-Land*, they have got by Incroachment from Queen's College. You have suffer'd Incroachments enough. There are few of your Tenants here, but what are always complaining to me, that they have not the Quantity of Ground [p.14] mention'd, & granted to them, in your Leases. And I have herewith sent you an old Rental found among my Predecessor's Papers, with Remarks upon it of a black Catalogue of Quit-Rents, & Lands, & Tenements that you have lost, either by the Supineness, or Connivance, of your Predecessors, or their Stewards. It is nothing to me what Concessions you make in this Affair to the Corporation. But this, (as you say you wish I had apprized you of my Intentions before I had set out the Bounds of Mr. Taunton's Arbitration in the manner I have done,) I must here beg leave to advertise you of; that if you do make any, you must expect to hear of another Encroachment, they intend to make, vizt. of a Passage, to a Storehouse belonging to them, through another of your Tenant's, (Mr. Vye's,) Outlet & Garden. They have already been often Demanding it of him, & threatening him about it. What Title they have to it I have not heard; but I suppose they can make as good a One, as they have trump't up for the Ten Feet in Breadth in Robt Lambert's Garden, over & above Mr. Taunton's Award. I beg my Duty to Mr. Provost, & my Compliments to the Society, and am, Dear Sir, with begging your Pardon for so great an Exercise of your Patience,

Your most Obliged & most Humble Servant
Daniel Perkins.

[p.15] P.S. I have said, that all Mr. Sadlier's Tenants have hitherto kept a Publick-House, & kept Hogs. His Present Tenant has but lately come into the House, & I have not heard hitherto, that he does either. But Mr. Sadlier is a Common & a Publick Brewer. And his present Tenant is his Cooper, & belongs to his Brewhouse. And of course, I suppose,

he will set him up for the sake of Vending so much more Ale & Beer; & it will of consequence be a Publick-House again; and then the same Injuries & inconveniences will arise to your Tenant, as before. Mr. Sadlier has always hitherto put one of his Men into the House; or obliged his Tenant to take his Beer of him.

Your Tenant Robt. Lambert himself, is lame with a bad Leg, & cannot bear Riding. His Brother, the Bearer of this, together with Mr. Sanson, (who planted the old Goosberry-Hedge, mention'd in the Corporation Plan as the *East Bounds of the Town-Land*,) have therefore waited upon the Society, in order to prove to them, that the Corporation never had an Inch of Ground within Robert Lamberts Garden as described in your Lease; and by Examining of whom, Mr. Provost and the Society may be fully satisfied of the Truth of the Particulars of my Letter. They have undertaken this Office voluntarily; & at their own Expense, and as such, (and little Civilities from a Society are lookt upon as Great Favours, & little Slights or Indifferences as Great Disgusts), I hope you will countenance them with such Civilities as may be usual on such Occasions. I shall place a Horn of College-Ale, as an Obligation, to my own Account.

[The nine-pin alley referred to on p. [4] may have been the origin of the name 'old bowling-green'; there is no record, in the college archives, of bowls proper having been played on this site and Robert Lambert, as Mr. Perkins noted, laid out his bowling-green on God's House Green, without permission, when that area was unenclosed waste. So the present 'Southampton Old Bowling Green' cannot be older than 1707, when Lambert's tenancy began. This is not to say, of course, that bowls could not have been played on the waste; the plan of Southampton drawn by John Speed on his 1611 map of the Isle of Wight shows bowls in progress in an open area large enough to have included both God's House Green and the 'old bowling-green' site, but this plan is known to be fanciful. The storehouse referred to on p. [14] was the building called the Linen Hall, with the Tin Cellar beneath it, on the north side of Westgate Street, and had been built by or for the town on land formerly forming part of the site of a house called Rouncival; John Vye, in Perkins's time, held by lease the college tenements immediately to the east, later numbered 7 and 8 Westgate Street. The feared encroachment here did not take place.]

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