Notes

Daniel Defoe, Bailiffs, and Westminster 1694–1706

SHELDON ROGERS

After two or three days attendance upon Defoe the Bayliffes have arrested him in an action of 25£ to wch he has given 50£ bayle. [I]t has very much nettled him....^1

WHAT has been hidden to date from Defoe scholars is the fact that Defoe was arrested by bailiffs and given notice to leave lodgings belonging to Lord Weymouth (1640–1714) in April 1697. James Sutherland makes no mention of this affair in his study on Defoe's dealings with Chancery, nor does Pat Rogers in his writings on Fleet Prison. Therefore, it can be concluded that Defoe avoided court and debtors' prison on this occasion. Spiro Peterson's study on Defoe’s building projects in Westminster points to his proposals made to Christ’s Hospital for redeveloping parts of their estate in May 1696 and again in April 1698. Peterson also unearthed a house for which Defoe owned part of the lease from 1694 to 1700, after which he took over the whole of the lease until 1705.

Defoe had taken lodgings, it appears, on or around August 4, 1694. It was probable that his tenancy commenced at the start of the month, so it can be surmised that a letter dated the 4th from Lord Weymouth's property manager Charles Shelley was referring to a tenancy commenced on the 1st, “lett only for one gentleman. Mr Foe” (Thynne Papers, XXIV, f298r). The agreement seems to have changed after three years to a quarterly or three-month contract—which Defoe seems not to have liked (Shelley to Weymouth, August 27, 1696, Thynne Papers, XXIV, f311v). Gillingham, a bricklayer by trade, referred to in subsequent
letters, was Defoe's business partner on the projects for the reconstruction of Christ's Hospital land. He was living in a property opposite on Channel Row (Shelley to Weymouth, August 27, 1696, Thynne Papers, XXIV, f311v).² It should be noted that the proposed housing plan included a passage which passed through a coach house and stables owned by Lord Weymouth which Defoe claimed was already in his hands as well as a house owned by Lord Weymouth on Channel Row which “the said Defoe has also agreed for.” The passage was to proceed to the Thames to provide a landing place (Peterson 320–21).³

On March 9, 1694, The House of Lords had rejected the Merchants Insurers' Bill on its second reading. If this bill had passed, it would have enabled Defoe to clear many of his outstanding debts (Journals of the House of Commons XI, 8–110 passim; Journals of the House of Lords XV, 381–82). It can be deduced from a letter from Lord Weymouth's property manager, dated August 27, 1696, that Defoe had only been allowed to re-rent the house on a three-month agreement, and was therefore evicted after he failed to pay outstanding rent (Thynne Papers, XXIV, f311v). It appears that Gillingham had rent arrears as well. It is not clear if Defoe was paying Gillingham’s rent, but he may have been guarantor, as a problem with the shed on Gillingham’s residence is referred back to Defoe for repair (April 24, 1697, Thynne Papers, XXIV, f319v).

During this period, Defoe was working on An Essay upon Projects (1697) which was first advertised on January 25, 1697.⁴ This work was dedicated to Dalby Thomas who had previously been named as one of the Surveyors of the Tax on Glassware and Bottles, which took effect on September 29, 1695. Defoe was made an “Accomptant” with a salary of £100 to keep books and to oversee the work of two clerks. Defoe was to keep this position until the Glass Duty was repealed in 1699 (Defoe, An Appeal to Honour and Justice, qtd. in Novak 114).

On November 1, 1695, Defoe was named in the Post Boy as one of the thirteen “Managers trustees” of “The Profitable and Golden Adventure for the Fortune,” a lottery with which Thomas was involved.⁵ It is interesting to note that the prefix “De” appeared in print for the first time in the advertisement for the lottery. The letters to Lord Weymouth only begin to refer to him as “Defoe” in April 1697. A month earlier in his trading life, we find him again referred to as “Foe.” On March 6, 1697, “Daniel Foe, brickmaker” was paid £20 for bricks used in building the Greenwich Hospital (National Archives, Admiralty Records ADM 67/2).

It would appear that Defoe was trying earnestly to pay off his previous creditors who numbered 140, for a then huge £17,000, and was attempting desperately to pay back his debts—even, it appears, to the point of being evicted from his lodgings, whilst still holding a government post. In An Essay upon Projects, he shares his thoughts on the treatment of bankrupts:

Nothing is more frequent, than for men who are reduc’d by Miscarriage in Trade, to Compound and Set up again, and get good Estates; but a Statute, as we call it, for ever shuts up all doors to the Debtor’s Recovery; as if
Breaking were a Crime so Capital that he ought to be cast out of Human Society, and expos’d to Extremities worse than Death. (77)

This tenancy gives not only an insight into a hitherto unknown scrap with the bailiffs, but also into Defoe’s residence during his first negotiations with Christ’s Hospital. It offers up a location for him whilst he was writing *An Essay upon Projects*, as well as provides a further link with Lord Weymouth. Shelley notes that after this episode Defoe was “living out of Towne” (April 24, 1697, Thynne Papers, XXIV, f319v), perhaps at his family’s home at Kingsland, Hackney Middlesex (National Archives, Chancery: Register of Affidavits, C41/31, No. 690).

Defoe did not leave Westminster housing projects completely, as he is mentioned as having owned a lease for a house, 87 Woolstaple Round, Westminster, which was on Christ’s Hospital land and was previously owned by a John Sherman (Peterson 338). It appears that Defoe may have had the lease under negotiation with John Sherman since 1694, taking control of the property on March 25, 1700. It was empty and the lease had expired before it passed to Richard Allen and Ralph Githey on December 22, 1705 (Peterson 335). It is not clear if Defoe took up residence here at any given time, but it may have been this property to which he alludes when mentioning that he was once a landlord, renting to a butcher, as the Woolstaple Market was opposite (Defoe, *Review* [Jan. 17, 1706], qtd. in Peterson 308).

Gillingham had attempted to take control of the same property by purchasing Sherman’s lease on April 4, 1698. Christ’s Hospital’s committee rejected this proposal due to the opinion that “it is noe way convenient for the Hospital to treat or to have any thing to doe wth him” (qtd. in Peterson 334). It is interesting to note that Gillingham’s character is brought into question in 1696 by Shelley, writing to Lord Weymouth, who complains about being called a “Rougue & Rascal” by him, as this was his “familiar language” (August 27, 1696, Thynne Papers, XXIV, f311r). This may have prompted Christ’s Hospital’s response, as they appear to be well aware of the man’s character. It was noted, however, that the proposal be rejected and that “application be made to my Lord Weymouth for obtaining a passage from Channell row into Woolstaple market” (qtd. in Peterson 334).

It appears that Defoe attempted to maintain his hold on the property at Woolstaple. He was in arrears for four years ground rent due on March 25, 1704, and his loyal brother-in-law Mr Robert Davis, of Russell Court in Covent Garden, offered to pay this debt and a fine to take a fresh lease for more than twenty-one years (Peterson 336). But as Defoe later conceded in the *Review* on January 17, 1706: “I had once a Tenant in Westminster, tho’ the World has since taken care I shall have no Tenant any where” (qtd. in Peterson 308).

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NOTES

1 This passage appears in a letter dated April 24, 1697, from Charles Shelley to Lord Weymouth. The letter is among the Thynne Papers from the Longleat Estate (XXIV, f320r).

2 Channel Row can be found on John Rocque’s map, London, Westminster and Southwark (1746).

3 It appears that the coach house and house mentioned on Channel Row could well have been the rented property of Defoe and Gillingham.

4 In the Preface to An Essay upon Projects, Defoe reveals that he had been assembling his “thoughts” for this publication since 1692.

5 Though the first advertisement appeared in the Post Boy on October 3, 1695, Defoe’s name did not appear until November 1st, with more advertisements appearing up until March.
WORKS CITED

MANUSCRIPTS

Longleat House Archives, Manuscripts of the Marquis of Bath
Thynne Papers

Public Record Office
Chancery: Register of Affidavits, C41/31, No. 690

Public Records Office
Admiralty Records 67/2

PRINTED SOURCES

Defoe, Daniel. *An Essay upon Projects*. Ed. Joyce D. Kennedy, Michael Seidel and


Novak, Maximillian E. *Daniel Defoe, Master of Fictions*. Oxford: Oxford UP,


Sutherland, James. “Some Early Troubles of Daniel Defoe.” *RES* 9.35 (1933):
275–90. Print.