

131, CHEAPSIDE

THE LONGMAN CONNECTION

MARGARET DEBENHAM

2011

Acknowledgements

I wish to thank Professor George S. Bozarth of the University of Washington, Seattle and Michael Cole for kindly reading and commenting on an earlier draft of this paper. Their suggestions for additions and changes have been invaluable.

The tale recounted here is a sequel to that told in the earlier paper co-authored by George Bozarth and myself:

George S. Bozarth and Margaret Debenham. 'Piano Wars: The Legal Machinations of London Pianoforte Makers, 1795–1806' in *Royal Musical Association Research Chronicle* Vol. 42 (2009). London: Royal Musical Association, pp 45–108. ISSN 1472–3808.

About the author

MARGARET DEBENHAM is an independent scholar living in Suffolk. She was awarded her doctorate at The Institute of Educational Technology, The Open University, UK in 2001. In retirement she continues to maintain an active interest in exploring innovative uses of Computer Mediated Communication (CMC), in particular the use of internet based resources as a research tool to locate and obtain historical primary source material in the Arts and Humanities field — in this instance historical musicology.

Citation: Debenham, M. (2011) *131, Cheapside: The Longman Connection*. Margaret Debenham: website publication (www.debenham.me.uk)

Copyright © Margaret Debenham 2011. All rights reserved.

Permission is given for one copy to be made of this paper for the purposes of personal private research only. No part of it may be reproduced for any other purpose without the express permission of the author.

131, Cheapside: The Longman Connection

Abstract

Recently identified court documents relating to a case brought in the Court of Chancery in 1806 by William Shaw and John Jeyes against John Longman and Frances Loftis (alias St. John),¹ the long-term mistress and executrix of the music and musical instrument seller James Longman (1740–1803), reveal more of the increasingly desperate and unscrupulous behaviour to which the latter resorted in 1801, before his second incarceration in the Fleet Prison for debt. The evidence that emerges from these documents lends weight to the claims of Muzio Clementi and his partners that James Longman was guilty of double dealing, as previously described by George Bozarth and myself in our paper ‘*Piano Wars: the Legal Machinations of London Pianoforte Makers, 1795–1806*’, 2009² (hereafter referred to as *Piano Wars*).

The testimony of the defendant, John Longman, of 131, Cheapside, a relative of James Longman and his brother John, chronicles a sorry saga of deception and betrayal of trust. John relates how early in the year 1801 he had been persuaded to assign a one third share of his new barrel organ patent to his kinsman for a pittance on the basis of James’ grandiose promises that he would go into business with him and make his fortune. James, he says, had claimed that the new business would then garner most of the trade of Muzio Clementi & Co.—this at the time when James was still employed by them. James had later re-assigned this promised third share of the patent rights to one William Shaw as surety for a debt. As we shall see, the 1806 case in question centres around the dispute that arose in consequence of this transaction, some three years after James Longman’s death in 1803.

The picture that emerges of James Longman is of a flawed character—charming, gifted, and persuasive undoubtedly, but beneath this facade a calculating, manipulative, and self-serving persona. Here was a man prepared to abuse the trust of colleagues, friends, and even members of his close family without compunction.

William Shaw and John Jeyes v. John Longman and Frances Loftis (alias St. John), 1806

In November 1803 James Longman departed this life whilst languishing in the Fleet Prison where, for a second time, he had found himself incarcerated for debt. He left behind a legacy of debt, deceit, and betrayal affecting former colleagues and family alike which, as we shall see, continued to reverberate for years to come. An obituary in *The Monthly Magazine* in 1803 provides a revealing glimpse of the level of his self-delusion at the end of his life, defiantly proclaiming from jail that his business was still owed £70,000!

In the Fleet prison, aged 63, Mr. J. Longman, formerly the principal partner in the musical manufactory in Cheapside. Mr Longman served his time at Johnstone's [*sic*] music warehouse, opposite Bow-church. Without the advantage of education, this gentleman, by superior sagacity and strength of intellect, established a musical connection superior to any other in Europe; and likewise introduced into celebrity a number of capital performers, &c. His finances, however, were affected by the common misfortunes of the continent. Mr. Longman, who, according to his own account, had 70,000*l.* owing to his establishment of Cheapside, Tottenham Court- road, &c. was compelled to have recourse to a statute of bankruptcy; a remaining contingent of which immured him in the Fleet prison, where, borne down by the severe pressure of a "wounded spirit," [*sic*] he was suddenly seized with a pleuritic complaint, which terminated in his dissolution.³

As described by Bozarth and Debenham in *Piano Wars*, in 1802 Muzio Clementi and his business partners alleged that James Longman had been guilty of double dealing, as clearly stated in their Answer to a case brought against them by Longman and three of his creditors, William Styan, Henry Hovill and Joseph James the same year.⁴ This case centred on Longman's claims to certain payments he maintained were due to him from the sale of each square pianoforte made to the innovative design of William Southwell's 1794 patent for a 'pianoforte with additional keys'.⁵ Clementi and his partners claimed that he had worked against their interests and in pursuit of his own whilst employed as a manager for their business, formerly the Longman & Broderip partnership which had been bought out from the Assignees of their bankruptcy in 1798.⁶ These court documents catalogue a long litany of grievances, claiming that James Longman had violated his contract by:

1. purchasing and selling instruments and selling other materials ‘on his own account’;
2. engaging himself in another business with a Dr. Barton;
3. advising tradesmen and manufacturers not to contract with Longman, Clementi & Co.;
4. purchasing the rights to music, and publishing and selling it on his own;
5. offering to assign the licence to build Southwell-type pianos to others;
6. attempting to seduce manufacturers and workmen from the service of Longman, Clementi, & Co.;
7. neglecting his work for Longman, Clementi, & Co.;
8. employing other means of ‘injuring and prejudicing’ Longman, Clementi, & Co.; and
9. depriving Longman, Clementi, & Co. of ‘considerable profits and gains’ they would otherwise have realized.⁷

As Bozarth and Debenham further reported, James Longman and his creditors continued to fight the case, bringing an amended Bill before the Court of Equity on 17 January 1803, to which Clementi & Co. made another robust response on 23 June of that year.⁸ But before matters could be settled, Longman died in the Fleet prison on about 11 November,⁹ shortly after making a will in which he named his long standing mistress, Frances Loftis (alias St. John—hereafter referred to as Frances Loftis) as his executrix. Along with the creditors Styan, Hovill, and James, Frances Loftis attempted to re-open the case in 1804, but (devastatingly for William Southwell) this time Clementi & Co. claimed that Southwell’s 1794 patent was not an original or new invention and was in general use, and for that reason was not sustainable at law. They based their argument on the fact that Southwell had abandoned his action against the firm of John Broadwood & Son for infringement of his Patent Right in 1803,¹⁰ ‘being sensible, as these Defendants believe, that he could not succeed therein declined to try the Question and abandoned the Action’.¹¹

Our story resumes some three years later, when on 22 April 1806 William Shaw of Red Lion Street in the Parish of St Andrew Holborn¹² and John Jeyes of Charlotte Street¹³ filed a Complaint in the Court of Chancery¹⁴ against John Longman, organ builder of 131, Cheapside and Frances Loftis, in her capacity as James Longman’s executrix.¹⁵

Shaw appears in directories of the period as a French-horn and trumpet maker;¹⁶ it is reasonable to surmise that he had been a supplier of James Longman who had failed to receive payment for the musical instruments he had provided. John Jeyes is indentified as an attorney-at-law who represented James Longman at the time of the disputed dealings over a novel barrel organ design, patented by John Longman in 1801.¹⁷ The original court documents relating to this case, extant in The National Archives, Kew¹⁸ and newly identified by the author, contain convincing evidence to support Clementi & Co's earlier claims of Longman's duplicity. They also unequivocally make clear that the John Longman in this case was *not* James' brother (who had been in partnership with Clementi & Co.),¹⁹ but a relative of both of them who had trained as a musical instrument maker and had been employed by Clementi & Co.²⁰

Shaw and Jeyes claim that they were entitled to the profits accruing from one third of the rights to John Longman's barrel organ patent, which, they argued, had been assigned to Shaw by James Longman. At the time of filing the patent on 27 January 1801, John Longman was living at Penton-street, Pentonville, and by 9 December in the same year he had commenced in business at 131, Cheapside.²¹ Reading the testimonies in this case for the first time, I found myself enthralled, gripped by the first hand evidence of James Longman's unscrupulous behaviour unfolding before my eyes! The story is re-told here as an account drawn from their own words.

The Complaint of William Shaw and John Jeyes, 22 April 1806

The complaint of William Shaw of Red Lion Street in the Parish of St Andrew, Holborn, and John Jeyes of Charlotte Street against John Longman, organ builder of Cheapside was filed in the Court of Chancery on 22 April 1806. The case, which was heard by Lord Thomas Erskine, concerned a dispute over the rights to a one-third share in a patent of invention for an improvement in barrel organs granted to John Longman on 27 January 1801. Shaw and Jeyes alleged that two weeks after receiving his patent John Longman had agreed to sell such a share to James Longman and that John Jeyes, acting as the agent of James Longman, had paid five pounds in partial payment of this agreement. They also alleged that John Longman had signed a memorandum which read:

Received on the tenth day of February 1801 of Mr John Jeyes the sum of five pounds on Account of Thirty three pounds nine shillings being the Consideration for one third part or share of my Right and Interest of and in all Profits and Interest to arise thereby or therefrom and I do hereby promise and agree to execute unto the said John Jeyes or any other person he shall at any time hereafter require an Assignment of such third part of such Patent and in the meantime and until such Assignment shall be made to account with him for the profit to arise thereby.²²

Jeyes stated that he acted as the business agent of James Longman and that the five pounds he had handed over had been his client's own money. At about this time James Longman had fallen into debt to William Shaw to the tune of £100. As surety for this debt, Jeyes claimed, an indenture of assignment had later been made between John Longman, James Longman, William Shaw, and himself on 7 August 1802. According to his account, this document recorded Shaw's undertaking to pay to John Longman the balance of £28. 9s—an amount equivalent to the sum James Longman had himself previously agreed to pay John for a one-third share in the patent rights. Jeyes and Shaw asserted that this transaction was intended not only to cover James Longman's debt, but also to transfer to Shaw the additional benefits and profits accruing from ownership of this share of the patent rights, as well as all his costs and charges. A sum of five shillings was said to have changed hands to mark this transaction.

Shaw and Jeyes went on to claim that since James Longman's death and the appointment of Frances Loftis as his executrix, they had called on John Longman on a number of occasions and requested him to account for the profits that had accrued from the sale of patent barrel organs and that he had refused to do so repeatedly. They maintained that on some occasions he had claimed he had never entered into such an agreement, while on other occasions he said he could not agree to their demands without the consent of Frances Loftis. He had also threatened to assign his rights to some other person to prevent Shaw and Jeyes from benefitting. On her part, Frances Loftis had insisted that James Longman did not sell or assign his share of the patent rights to William Shaw.

The Answer of John Longman, 12 July 1806

John Longman's answer to this Bill of Complaint, filed on 12 July 1806, provides illuminating revelations about James Longman and his business dealings with his kinsman in 1801–02. John began by clarifying his own relationship with James Longman

and James' brother John, explaining that was related to both of them.²³ He had himself trained as a musical instrument maker and worked in that capacity for the firm of Longman, Clementi & Co. James Longman had, he said, professed great regard for him and promised to do all the good in his power to promote him in business, as soon as he was able to extricate himself firstly from his concerns and engagements with his partnership with his brother, secondly from the covenants under which he was bound with him and others, and lastly from a law suit in the Court of Chancery in which he was involved that concerned this partnership.

John Longman went on to confirm he had indeed obtained letters patent for a new design for a barrel organ in 1801 and that several conversations had taken place between himself and James on the subject of their engaging in business together. Holding that objective in mind—and mainly to insure that James Longman *would* join him in business—he had been persuaded to promise James an assignment of one third of his patent right. However, it had been understood and, he emphasised, positively agreed, that James was not to have access to any share or profit from such a third share until such time as he was able to effect a dissolution of his partnership with his brother John and Muzio Clementi and therefore be free to join the Defendant as he had proposed.

John went on to explain that by arrangement he had met with James Longman and John Jeyes, an attorney whom he believed to have been employed by James, at the house of a close friend of James—a gentleman of unspecified name—in Berners Street, London. During this meeting the subject of an assignment of one third of the patent right had again been raised. James had 'sweet talked' him, extolling the great business benefits and connections that would result from having him as a partner and promising that he would take a shop under or near the Royal Exchange and another in Cheapside and would personally attend there. James had boastfully declared that he would advertise to the world that he had declined his former partnership and that as a result he would take away nearly the whole of the trade of Longman, Clementi & Co and gain it for the new business!

John claimed he had been induced to sign a paper or receipt for £5, John Jeyes having said it was necessary that some money should change hands to mark the transaction. However, James Longman had declared he had no ready money on his person and had airily requested Jeyes to provide some, whereupon Jeyes had taken £5 from his pocket

and handed it to James, who in turn handed it to John. According to John, he had immediately handed it back to one of them—though he was unable to recall to which one, it being so long after the event. Picture, if you will, this farcical scene. As we shall see shortly, it becomes clear that John was coerced into agreeing to this transaction purely to further James Longman's own devious ends. In modern parlance, John had fallen victim to the 'hard sell'!

At the conclusion of this meeting in Berners Street, James Longman had called the gentleman whose house they were visiting into the room where John Longman and a mutual friend were chatting. In their presence he had requested that this gentleman witness his words, for John's reassurance. According to John, the gist of this verbal agreement was similar to that previously discussed, that is to say that James was not to have any profit, benefit, or advantage from the patent until he had extricated himself from his connection with Muzio Clementi, to whom he was bound. Once he had achieved that, he had promised that he would become active in conjunction with John Longman and be of service to him and employed in his business—or words to that effect. In particular, John claimed, it had been agreed that James should not receive any benefit until his name could appear as a participant in the business. John ruefully went on to report that James Longman never did manage to effect a dissolution of the partnership with Clementi or disengage himself from it.²⁴ Nor, John self-righteously protested, did James ever subsequently act with him, provide any kind of service or advantage to him, or ever claim any sort of benefit from John Longman's trade or any right or title to it.²⁵

John then asserted he had no recollection of any later indenture of assignment being made, as had been claimed by Shaw and Jeyes. He denied that he had ever agreed to sell his patent share to James, except in the way he had earlier described. With the benefit of hindsight, he had come to realise that James Longman had assigned the share of the patent to William Shaw to answer his own 'pressing purposes'—in other words to cover his debts. Shaw had recently requested that John execute a deed, and he had refused. He protested that, although he was fully aware that James Longman had died, he knew nothing about the terms of his will, nor whom he had appointed as his executrix, nor anything about the assertions of Frances Loftis, except that she had never claimed anything from him in respect of the patent.

John insisted he had not made any profits from the patent. On the contrary, he asserted, he had lost considerable sums and was in arrears, partly as a result of James Longman's vain promises, since he had invested a great deal of his own money in the business in expectation of advantage from the patent, anticipating James' patronage. He had been unable to recoup this outlay because this patronage had never materialised, despite the fact that James had agreed to join in the venture and to bring along his very extensive connections and numerous friends, customers, and acquaintances to purchase organs. He denied ever threatening to convey or assign the patent right to anyone else, but indignantly maintained he had the right to do so, if the opportunity arose. Finally, he requested that the case brought against him be dismissed and appropriate costs awarded to him.

The Answer of Frances [St. John] Loftis, spinster, 17 October 1806

In October 1806 Frances Loftis filed her own separate answer to the Shaw and Jeyes Complaint, proclaiming that she believed John Jeyes *had* agreed to purchase and John Longman *had* agreed to sell a portion of his patent right as described. John Jeyes, she said, had acted as the agent and on behalf of James Longman, now deceased. She believed that Jeyes had paid John Longman the sum of money mentioned, that John signed a receipt or memorandum and that he had agreed to assign and convey the patent right to John Jeyes, or to any such person as he should direct. She argued that James Longman had therefore become entitled to the benefit of the agreement.

Subsequently, she said, Jeyes and James Longman had agreed to assign all their rights in the patent to William Shaw as security against James Longman's debt to him of £100, and an indenture had been made to that effect. Later, Shaw and Jeyes had tendered the sum of £28 9s.—the balance of the consideration money—to John Longman, but, so she understood, he had refused to accept it. She contended that as James Longman's Executrix she should be entitled to the same interest as James Longman would have had and therefore to the surplus profits of the one third of the patent right in question, after paying William Shaw the debt due to him. Finally, she submitted to the court that John Longman should undertake to do this for the benefit of James Longman's estate, and she asked to be dismissed from the court with her reasonable costs paid.

No record of the judgement in this case has been located, but the fact that John Longman continued in business in Cheapside for many years after 1806²⁶ would suggest that it was probably dismissed.

~~

At this point it becomes interesting to consider this evidence in the light of other relevant contemporary sources also recently located by the author. An advertisement placed in *The Morning Post* on 9 December 1801 records the business address of Longman and Co. as ‘No. 131 Cheapside (from 26)’, thus providing corroborative evidence of the date by which John Longman established his business at this address. A transcription of this advertisement is given below:

ARTAXERXES

In the Press, and speedily will be published, by Longman
and Co. No. 131, Cheapside (from 26),
THE favourite Duet, “Fair Aurora!” and
“For thee I live”, arranged with all the variations
and embellishments introduced by Mrs. Billington and
Mrs. Mountain. With an Accompaniment for the Piano
Forte, by Dr. Busby.

Price 1s. each; together: 1s 6d.

Improved Piano Fortes, which never fail in the operation
of Touch, and cannot be exceeded for clearness and bril-
liancy of Tone, at 20 per Cent. under the usual prices.

Longman and Co.’s Patent Barrel Organs, by which inven-
tion many great defects attached to the old system are entire-
ly removed. Their improved Tone, with the qualifications
of forming a whole Band, and their utility in Ball and Pri-
vate Rooms, leave no doubt but that they will continue to
receive that marked approbation which has been so amply
displayed to the Patentee. Nothing but a trial (which is
allowed gratis) is wanting to prove their superiority over any
ever yet invented.

→ The next Number of *The Bee* will also contain
some other Select Songs from the same Opera²⁷

Notwithstanding John’s protestations to the contrary in 1806, the phrase ‘(from 26)’ indicates that James Longman had some form of involvement in Longman and Co. by

December 1801, No. 26, Cheapside being the well-known former address of Longman & Broderip. So perchance John was a little more economical with the truth than he would have had the court believe!

As we can see, this 1801 newspaper announcement includes an advertisement for the publication of new music, which clearly indicates forthcoming activities in this aspect of the business; another item lists 'Improved Piano Fortes' at a discounted price. The type of instrument is not specified; however it is worthy of note that within a few years the firm is known to have been selling instruments with the same compass as William Southwell's 'pianoforte with additional keys' (patented in 1794), as is evidenced by two surviving five and a half octave pianofortes by [John] Longman and Co., 131, Cheapside. The first example has been dated *ca.* 1805 by its current custodians, the National Music Museum, University of South Dakota, but this is an estimate and the piano could have been built earlier.²⁸ The second example was sold at auction in London in 1997 and was described as having a name-board bearing the inscription 'New Patent | J. Longman' and having pierced fretwork.²⁹ Furthermore, the distinguished historian and restorer of early keyboard instruments Michael Cole reports (private communication) that in the early 1990s he had consecutively on his bench two virtually identical pianos, which he dates *ca.* 1803–5, the one was signed 'New patent/ Muzio Clementi & Co./ Cheapside, London', the other, 'Longman & Compy./ No 131 / Cheapside London'. Not only did they have identical grain in the timber, but they also had identical, distinctive inlay, and in his view they were undoubtedly made in the same workshop, using timber from one mahogany tree.³⁰ Thus it is safe to conclude that Longman and Co. sold square pianofortes made by the same supplier as Clementi & Co., at least in the case of this batch of instruments. Unless produced under the terms of the licence that William Southwell had granted to Longman & Broderip in 1794 and later modified to permit separate licences for James Longman and Frances Fane Broderip in 1796,³¹ pianofortes made to this design would have transgressed the rights of the patentee.

As described earlier, it was at this time that James Longman was locked in bitter dispute with Clementi & Co, who had by then realised that James was actively working against their interests. In truth it was Muzio Clementi and his partners who had sought to extricate themselves from further involvement with him, icily displaying their distaste in their court statements when, to their chagrin, it had belatedly dawned upon them that, far

from seeking to serve their business interests, James Longman had been plotting to damage them and to set up in business with someone else.³²

In their Answer to the Complaint of Longman, Styan, Hovill and James on 23 July 1802, Clementi & Co had quoted verbatim a communication, dated 4 March 1802, received by them from James Longman's creditors, William Styan, Henry Hovill (a cooper of Wapping), and Joseph James. This document stated that on 15 January in the same year James Longman had assigned to them the profits that he claimed were due to him from the sales of each pianoforte made to the design of William Southwell's 1794 patent. The official court transcript of this letter shows it being signed by Hovill as 'Richard Hovill' rather than 'Henry Hovill'.³³ This discrepancy assumes importance in the light of an announcement that appeared in *The London Gazette* on 2 June 1804 recording the dissolution of a partnership of Richard Hovil, John Longman, and J. Seeley of Cheapside, Musical Instrument Makers!³⁴ The name Hovil is an unusual one, and I have found it spelt interchangeably as 'Hovil' and 'Hovill' in several places. Furthermore, an announcement in *The London Gazette* in 1808 records the dissolution of the partnership of Richard Hovil Senior, Richard Hovil Junior, and Jos. Seeley, Coopers, carrying on in business in Great Hermitage Street, Wapping.³⁵ The Hovil forename in this case is again Richard and the profession (cooper) and location (Wapping) tally. The name of J. Seeley appears in both the dissolution of this partnership and the earlier one with John Longman. In the light of this evidence it appears that Richard and Henry Hovill were in truth one and the same person—or at very least closely related—and that one of James Longman's debtors had in part been bankrolling John Longman's new business. This would account for the money owed to Hovill by James Longman. Wily fox that he was, James was entirely capable of using Hovill's name as a front in setting up a rival business with his kinsman John whilst attempting to extract himself from his agreement with Clementi & Co.

John Longman's testimony in his Answer to Shaw and Jeyes Complaint of 1806 contributes new evidence to the James Longman story, vindicating the accusations of Muzio Clementi and his partners that James had been guilty of duplicity whilst employed by them in the 'room' of his brother John of Milborne Port. Despite the bravado he displayed to the last, beneath that charismatic, entrepreneurial public facade lay a calculating, manipulative, and self-serving persona. Here was a man prepared to abuse

the trust of colleagues, friends, and even members of his close family without compunction. A sorry tale indeed!

*Oh! what a tangled web we weave
When first we practise to deceive!*³⁶

Notes

¹ The National Archives Kew, C13_70_001 and 002; C13_71.

² George S. Bozarth and Margaret Debenham, 'Piano Wars: The Legal Machinations of London Pianoforte Makers, 1795–1806' in *Royal Musical Association Research Chronicle* 42 (2009): 45–108 (hereafter *Piano Wars*). This paper documents a number of instances of unscrupulous behaviour on the part of James Longman, including evidence drawn from the Chancery Master's report of 28 July 1796 submitted to Lord Loughborough (The National Archives, Kew, B1/93 pp.68–73) that described his investigations into the background and circumstances leading to the bankruptcy of the firm of Longman & Broderip (see *Piano Wars*, 51–2 and 83 [Appendix 1, Document 10]).

³ *The Monthly Magazine or British Register* 16/2 (1803): 481.

⁴ The National Archives, Kew, C13/29/34 (two folios): Court of Equity: Joint Answer of John Longman, Clementi, Hyde, Collard, Banger, and Davis to Bill of Complaint of 24 March 1802 of James Longman and his creditors, Styan, Hovill, and James. (First reported in Bozarth and Debenham, *Piano Wars*, 67)

⁵ On 15 January 1802 Longman had struck a deal with his creditors whereby he had assigned to them the income he had led them to believe was due to him from Longman, Clementi & Co. for past and future sales of patent pianofortes made to the design of William Southwell's seminal 1794 patent (the pianoforte with additional keys). Clementi & Co. robustly disputed the terms of Longman's arrangement with them, exposing the falsehood of Longman's complaint and establishing the validity of their own position (see Bozarth and Debenham, *Piano Wars*, 67–8)

⁶ Bozarth and Debenham, *Piano Wars*, 66. The company was initially run by assignees following Longman & Broderip's bankruptcy in 1795 and bought out in 1798 by Muzio Clementi and partners, including James Longman's brother John, who subsequently left the partnership in 1800. The Haymarket side of the business went to Frances Fane Broderip and his new partner, Charles Wilkinson.

⁷ First reported in Bozarth and Debenham, *Piano Wars*, 67.

⁸ The National Archives, Kew, C13/29-003, and C13/29-004. See Bozarth and Debenham, *Piano Wars*, 71–75. The partnership between John Longman (brother of James) and Clementi & Co. had been dissolved on 28 June 1800. A formal settlement reached on 24 April 1801 was reported in *The London Gazette*, issue 15365 (12 May 1801): 542.

⁹ James Longman made his will on 10 November 1803 in the Fleet Prison and died there within the next few days (The National Archives, Kew, Prob: 11/1405; transcript first published in Bozarth and Debenham, *Piano Wars*, 107 [Appendix 8]). His burial, aged 63, is recorded in the Parish Register of St Brides, Fleet Street, on 15 November 1803, thus confirming a birth year of 1740. Bozarth and Debenham have previously reported the date of his death as 20 November 1803 (*Piano Wars*, 75); however, my newly located record of his burial at St Bride's makes it clear that in fact he must have died a few days earlier.

¹⁰ Bill of Complaint filed by William Southwell against John and James Broadwood for infringement of his 1794 patent (The National Archives, Kew, C13/2404–01: Court of Equity: 8 March 1803); The Joint Answer of John and James Broadwood to William Southwell's Bill of Complaint of 8 March 1803 (The National Archives, Kew, C13/2404–02: Court of Equity: 21 March 1803). This case was first reported in Bozarth and Debenham, *Piano Wars*, 84–5.

¹¹ The National Archives, Kew, C13/46–002, lines 22–9.

¹² Evidence that by 1778 William Shaw was established in business at Wardour-street, Soho, is provided by an advertisement placed by a young woman requiring a situation as a cook:

Anyone who wants such a person, please to direct for A.B. at Mr. Shaw's, French-horn Maker, Wardour-street, Soho, London (*St. James's Chronicle or the British Evening Post*, issue 2740 [October 3–6, 1778]: 2).

Two years later in 1780 another advertisement in a London newspaper, placed by a lady seeking a situation as a Housekeeper, gives one of two possible contact addresses as 'Mr. Shaw's, French-horn maker, No. 18, Wardour-street' (*Morning Post and Daily Advertiser*, issue 2400 [4 July 1780]: 4). In the same year, Shaw's name also appears in a list of voters in the Westminster Elections as a French Horn Maker in Wardour Street, Soho.

http://www.londonlives.org/browse.jsp?id=westPollPerson17646&div=pollbook_176-7646#highlight; accessed 10 Nov 2010). He is listed in *Wakefield's Merchant and Tradesman's General Directory for London* in 1789 (p. 272) and again in 1793 (p. 276) as 'French horn maker to his Majesty', at Red Lion Street, Holborn (the address given in the 1806 court case presently under discussion). The *Universal British Directory* of 1791 (p. 284) provides additional information, describing his occupation as 'French-horn and Trumpet-maker to the King'. It appears that he remained at this address for many years, since an insurance record for the *Sun*

Assurance Company in 1810 shows him in business with his sons at 21, Red Lion Street, Holborn, listed as smiths, tinmen, braziers, and French horn manufacturers (MS 11936/449/841727, 28 March 1810

[http://www.nationalarchives.gov.uk/a2a/records.aspx?cat=076-sun_2-0-449&cid=1-227#1-227]; accessed 30 January 2011). And in the *London and Country Directory* of 1811 the firm is cited at the same address trading as ‘horn and trumpet manufacturers to his Majesty’. An example of a fine trumpet made by Shaw in 1787 survives in the Royal Collection of Her Majesty Queen Elizabeth II.

(<http://royalcollection.org.uk/eGallery/object.asp?piclib=y&searchText=king+queen&makerName=&category=&collector=&title=&rcode=&theme=&startYear=&endYear=&pagesize=80&object=72313&row=313&detail=magnify>); accessed 9 March 2011). Others are described by Eric Halfpenny, ‘Notes on Two Later British Trumpets’, *The Galpin Society Journal* 24 (July 1971), 79–83, and Peter Barton ‘The Shaw Trumpets at Warwick Castle’, *The Galpin Society Journal* 38 (April 1985), 147.

¹³ *The Morning Chronicle*, issue 12771 (16 April 1810) contains a reference to the *The London Gazette* of 14 April in which Mr Jeyes, attorney of Charlotte Street, Fitzroy Square represented a bankrupt, Thomas Boyd of Maida Hill, Edgware Road. *Boyle’s Court Guide* of April 1824 lists John Jeyes [*sic*] at 69, Charlotte Street, Fitzroy Square.

¹⁴ The National Archives Kew, C13_70_001.

¹⁵ In his will (see note 9) James Longman’s states that his appointed executrix Frances [St. John] Loftis was the mother of two children he had fathered. However, his legally married wife was still alive at the time of his death; she will be the subject of a future paper.

¹⁶ See note 12.

¹⁷ A description of the specification of this patent, filed on 27 January 1801, appears in *The Repertory of Arts and Manufactures: Consisting of Original Communications, Specifications of Patent Inventions and Selections of Useful and Practical Papers from the Transaction of the Philosophical Societies of All Nations &c., &c.* (London: Nichols and Son, 1801), 288 and 367–9 (including an illustrative plate of the design). An example of a barrel organ made by John Longman, which travelled with William Edward Parry on his attempt to reach the North Pole in 1827, survives in the Scott Polar Research Institute in Cambridge.

¹⁸ See note 1.

¹⁹ See Bozarth and Debenham, *Piano Wars*, 64. In the past other researchers (including Bozarth and Debenham!) have speculated that John Longman of 131, Cheapside may have been either James Longman’s brother, or perhaps a son or nephew. The case of Shaw and Jeyes v Longman

and Loftis (alias St John) provides convincing evidence that, whilst this John was related both to James and his brother John, who lived in Milborne Port, he was the son of neither. It seems likely, given his age (see note 23), that he was their nephew, but this remains to be established.

²⁰ The National Archives Kew, C13_70_002. An extract from the Answer of John Longman to the Bill of Complaint of William Shaw and John Jeyes (transcription by the author) is given below. The document is dated 12 July 1806. [Note: The numbers in square brackets indicate the line numbers in the original document].

[2] ... this Defendant answers and says that he was intimately [inserted:] acquainted [then:] with James Longman in the said [3] Bill named formerly of Cheapside London now deceased and also with John Longman Brother of the said James Longman and [inserted:] with [then:] Muzio Clementi which said James Longman John Longman and Muzio Clementi were as [4] this Defendant believes Copartners in the Business of Musical Instrument Makers and Music Sellers And this Defendant further says that he himself was also brought up a Musical Instrument maker and worked in that [5] Capacity for the said House or Firm of Longman and Clementi and being a Relation of the said James and John Longman the said James Longman had expressed to have great regard for this Defendant and promised he would do [6] him all the good in his power to put him forward in Business as soon as he could extricate himself from his Concerns and Engagements with his said Brother as Partner and from the Covenants under which he was bound with [7] him and others and from a Law Suit in the Court of Chancery respecting his Partnership in which he was involved.

²¹ *The Morning Post and Gazetteer*, London, issue 10351 (9 December 1801): 1.

²² The author's transcription. The National Archives, Kew C13_70_01, lines 8–10.

²³ John Longman died in 1816; his burial, recorded in the parish register of Westcheap St Peter on 4 January 1816, shows his age as 46 years, thus establishing a birth year of 1769/70. His address is given as 131, Cheapside; his place of birth and parentage remain unknown. *The Gentleman's Magazine* 83/2 (1803): 1251 reports the marriage of John Longman of Cheapside to Miss S. Thompson, daughter of Thomas Thompson of Kensington. A Bishop's Transcript of the parish of St Matthew Friday Street records the marriage of the couple by licence on 23 October 1803, naming the bride as Sarai Thompson and the groom's parish as St Peter, Cheap [*sic*]. The author has located the baptism of two children born to the couple in the parish of St Peter West Cheap; they are Richard, baptised 21 December 1808, and George, born 13 June 1810 and baptised 8 July 1810.

²⁴ See Bozarth and Debenham *Piano Wars*, 65, for a description of the disagreement between James Longman and Clementi & Co at this time.

²⁵ As is discussed in this paper, evidence from a contemporary newspaper advertisement in 1801 and other sources suggests this may not have been entirely true!

²⁶ According to Ian Maxted, *The Exeter Working Papers in Book History*, the company traded as John Longman at 131, Cheapside from 1801 to 1816, succeeded by Giles Longman and James Herron, ca. 1816–22. In common with other researchers, Maxted has assumed that the John Longman of Longman, Clementi & Co was one and the same person as the John Longman of 131, Cheapside, which the author has now demonstrated to be a misconception.

(<http://bookhistory.blogspot.com/2007/01/london-1775-1800-1.html>; accessed 12 January 2011)

²⁷ *The Morning Post and Gazetteer*, London, issue 10351 (9 December 1801): 1. A later notice in 1804 advertises the publication of six grand marches for military band, published by M. P. Corrie and Co, 28, Haymarket; Longman & Co, No. 131, Cheapside; and at No. 6, Norfolk Street, Strand (*The Morning Post*, London, issue 11012 [20 January 20 1804]: 1)

²⁸ This piano was donated to the National Music Museum by David R. Bolton in 1996. Its five-and-a-half-octave compass makes it likely that the firm was building square pianofortes to William Southwell's design at this time (<http://orgs.usd.edu/nmm/KEYBOARD.HTM#Longman>; accessed 12 January 2011).

²⁹ Christie's Auction House (1997), Musical Instruments: Sale 7672, Lot 4; sold for £978:

Description: 'A square piano by James Longman, the satinwood nameboard inscribed 'New Patent / J. Longman / No. [no number given]'. Additional description: '131 Cheapside London and decorated with painted floral trophies and pierced fretwork; the mahogany case with line inlay, on a trestle stand, 64.7/8 in. x 23.3/8 in. (164.8 cm x 59.4 cm) Compass: 5.1/2 octaves FF–c⁴.'

Note that the auctioneers attributed the instrument to *James* Longman rather than *John*—presumably on the erroneous assumption that the 'J' on the name board stood for James (http://www.christies.com/LotFinder/lot_details.aspx?pos=3&intObjectID=789233&sid; accessed 1 February 2011).

³⁰ Michael Cole (private communication, 24 February 2011): 'Wherever the carcasses were made there is no doubt that Clementi & Co, and John Longman of 131 Cheapside were supplied by the same workshop, at least for the batch from which these pianos came c. 1803-5.'

³¹ As reported in Bozarth and Debenham, *Piano Wars*, 63.

³² First reported in Bozarth and Debenham, *Piano Wars*, 67.

³³ As first reported by Bozarth and Debenham (*Piano Wars*, 68), this letter is quoted verbatim by Clementi & Co in their Answer to the Bill of Complaint brought against them jointly by James Longman and his creditors, Styan, Hovill, and James, dated 23 July 1802 (The National Archives,

Kew, C13/29/34; see *Piano Wars*, 84 [Appendix 1: Document 16]). An extract from our transcription of Folio 2 of this court document is given below. [Note: The numbers given in square brackets indicate the line numbers in the original court document].

...these Defendants Say they in the Month of March last received a written Notice from or in the Name of the said Complainant addressed to the said [21] John Longman and these Defendants dated the fourth day of March One thousand eight hundred and two [inserted:] and [then:] informing these Defendants thereof And also another written Notice from or in the Name of the said other Complainants of the same date and addressed in like manner [22] in the words and figures or to the Effect following Videlicet “We hereby give you Notice that James Longman of Cheapside London Music Seller hath by Indenture bearing date the 15th day of January last assigned and made over unto us all and every Sum and Sums of [23] Money now due and owing or in future to become due and owing to him for or in respect of the Sum of One Pound one Shilling agreed to be paid to him for each and every Piano Forte or other Musical Instrument to be Manufactured by you and in which you [inserted:] any [then:] or either of you have or hath [24] made use of Exercised or introduced a certain Invention Specified in and by certain Letters Patent under the Great Seal of Great Britain commonly called the Irish Patent We do therefore [inserted:] hereby [then:] require you to deliver unto us an Account in writing of all such Piano Fortes or other [25] Musical Instruments wherein you or any of you have made used exercised or introduced the said Invention or any part thereof And we do also require you within fourteen days from the date hereof to pay unto us all and every such Sum and Sums of Money as shall be now due [26] and owing by such Account from you to the said James Longman for or in respect of the said sum of £1. 1^s. 0^d so agreed to be paid as aforesaid And in default thereof we shall feel ourselves obliged to file a Bill in Equity to enforce the Payment Dated the 4th day of March [27] 1802 W^m Styan Richard Hovil Jos James To John Longman Muzio Clementi Josiah Banger Frederick Augustus Hyde Frederick W^m Collard and David Davis”

³⁴ *The London Gazette*, issue 15707 (2 June 1804), 692. A later notice in the same publication (issue 15794 [2 April 1805], 441) records the forthcoming dissolution on 5 April 1805 of the partnership between John Longman and Thos. Thompson, of Cheapside, trading as the Firm of Longman & Co., Musical Instrument Makers. Thomas Thompson may have been John Longman’s father in law (see note 23) or possibly his brother-in-law, who was also named Thomas. In his will, made on 16 September 1801 and proved on 17 June 1813, Thomas Thompson senior left a property in Cheapside to his son Thomas and bequests to his daughter Sarai, still unmarried at the time the will was made (The National Archives, Kew, Prob/11/1545).

³⁵ *The London Gazette*, issue 16109 (16 January 1808), 93.

³⁶ Sir Walter Scott (1808), *Marmion*, Canto VI, Stanza 17

(http://en.wikipedia.org/wiki/Walter_Scott; accessed 30 January 2011).