

‘Hazardous and Scanty Securitys’ The Career of William Yescombe, Bath Attorney, 1760-1774

Edward Yescombe

The decade following the death of Beau Nash in 1761 was one of growth and prosperity for Bath, epitomised by the building of John Wood’s Royal Crescent (1767-1774) and New Assembly Rooms (1768-1771), and the granting of a Royal Patent to the Theatre Royal (1768). Thomas Gainsborough and William Hoare painted portraits of the residents and fashionable visitors, and musical figures included the composer Thomas Chilcot at Bath Abbey and William Herschel (later famous as an astronomer) as organist of the new Octagon Chapel. These personalities and events touched the career of William Yescombe, who set up his plate as an attorney in 1760. Despite coming from a family with no connection with Bath he rapidly made his name, and rode a wave of speculation on Bath’s prosperity until financial disaster struck. His career can be reconstructed from a variety of scattered sources – newspapers, court cases, property records – and parallels the fortunes of the city over that decade.

The Yescombe Family

The Yescombe family came from the village of Blackford, near Wedmore in Somerset. Judicious marriages raised them above yeomen status by the early eighteenth century, by which time the family owned a number of farms around Wedmore, producing rentals of some £350 *per annum*, an adequate income for a country gentleman. Reflecting this improvement in fortune, Robert Yescombe (1706-1750) moved to Bristol and set up in practice as an attorney. At this time the country attorney’s role was mainly one of a general man of business, managing his clients’ estates. He would not have done property conveyancing, which was carried out by scriveners, nor would he have dealt with complex legal matters, which would have been referred to counsel.¹

Robert married Anne Daniel (d. 1777), the daughter of a Bristol brewer. They had three sons – Robert (1737-1815), William (1738-1774) – the subject of this essay – and Edward (1740-1772), as well as three daughters. Robert

Sen^r appears to have had a successful career, which was cut short by his sudden death in 1750. In 1755, following in their father's footsteps, Robert Jun^r was apprenticed to John Weston, an attorney in Olveston, Gloucestershire,² and William to Thomas Nash, an attorney in Bath.³ Their brother Edward was sent to Oxford University and went into the church. After the statutory five-year apprenticeship, Robert and William were enrolled as attorneys in the Court of King's Bench on the same day in November 1760 (and probably also – like their father – as solicitors in the Courts of Exchequer and Chancery).⁴ Thereafter they set up their plates in Bristol and Bath respectively. However, Robert, who had inherited most of the family estate from his father, seems to have lived mainly on this inheritance rather than his profession.

William had received an inheritance of only some £400 from his father. But in September 1760 he transformed his position by marrying Sarah Collin,⁵ described in a *Bath Journal* announcement as 'an agreeable young Lady, with a fortune of £6000'.⁶ This was no doubt intended to improve his credit in the city, but Sarah's family, with prescient prudence, took care to ensure that a substantial portion of this fortune did not fall under William's control: £3,300 was transferred to the trustees of her marriage settlement.⁷ They rented a house in Kingsmead Street, from where William carried on his practice. They had no children, and little is known of William's personal life,⁸ except that as his business improved he moved house in 1764,⁹ purchasing (for £600) a house at 21 Monmouth Street.¹⁰ He advertised it for sale in 1770,¹¹ but was still living there at his death in 1774.

William's Practice

Apart from his basic 'estate management' work – property conveyancing, trusts and wills – William also acted as an estate agent. His first advertisement appeared in August 1761:¹²

To be Lett And Enter'd upon at MICHAELMAS next, (READY FURNISHED)
The LANTHORN HOUSE At the CROSS BATH, now in the
Possession of Mrs. ROBINSON. For further Particulars, enquire
of Mr. WILLIAM YESCOMBE, Attorney, in BATH; or of Mr. ROBERT
YESCOMBE, Attorney at Law, in BRISTOL.

He was sufficiently uncertain of himself to add his brother's name to the advertisement, which he only did again when they jointly advertised

their brother Rev^d. Edward Yescombe's vicarage to let in 1765.¹³ Thereafter, William regularly advertised properties, mainly in Bath, to let and for sale. He also dealt with more complex property cases, such as that of the Highfield estate at Bitton in Gloucestershire, of which William's client Benjamin Perrott was tenant for life under an entail. William organised a private Act of Parliament in 1772 to break the entail so it could be sold.¹⁴ He made full use of his connections to move the process on – his brother Edward's father-in-law, Sir Edward Bayntun (M.P. for Chippenham), saw the Act through the House of Commons.¹⁵

Around 1765 the firm of Jenkins & Bray, attorneys of New Inn (near Lincoln's Inn Fields), became William's agents, handling work on his behalf when he could not get to London. They worked, *inter alia*, on the Highfield Act.¹⁶ Abel Jenkins had links with Bristol, which is where this connection may have originated. He was later attorney for Matthew Brickdale, the Bristol M.P. who was famously defeated by Edmund Burke in 1774, and with whom William's mother's family, the Daniels, had a connection.¹⁷ His partner William Bray (1736-1832) was later Treasurer of the Society of Antiquaries, and co-author of a history of Surrey (published 1804-1814); he was also the first editor and publisher of the diaries of John Evelyn (in 1817).¹⁸

William regularly represented builders of new houses who put them up for sale after they had found tenants. In 1763, for example, he advertised an auction of five houses (three of them in Orchard Street) belonging to James Townsend, a builder from Warminster.¹⁹ The housing boom which developed in Bath in the 1760s resulted in a great growth in this business,²⁰ and led over time to William raising loans for his clients, then lending money himself, and eventually becoming a direct investor in building houses. It is not surprising, therefore, to find the most important developer in Bath at that time, John Wood the Younger (1728-82), crossing William's path. William's client Thomas Clement appears to have been the builder of No.5 Royal Crescent,²¹ and as will be seen William built three houses in Wood's development of Queen's Parade. Wood's attorney (and banker) was John Jefferys, who had been in practice since the 1750s and later became Town Clerk.²² Jefferys crossed swords several times with William – we will shortly see the roles he played in the Westgate Theatre scheme and the Chilcot estate.

Another project in which Jefferys and Wood were on the opposite side to William was that of the New Assembly Rooms, which Wood completed in 1771, having raised funds through a public subscription. William acted for Cam Gyde, the lessee of Simpson's Rooms (the Old

Assembly Rooms), when he tried to expand his facilities in 1771 to meet this competition, but was hindered by Wood having an agreement with his landlord, the Duke of Kingston, which prevented further building.²³ Gyde's Rooms eventually succumbed to the competition.²⁴

The Nash Estate

Richard 'Beau' Nash, the godfather of fashionable Bath, died in February 1761 at the age of 86. He was a lawyer by training, and was Treasurer of the Inner Temple before he moved to Bath in 1705, but there is no obvious connection with the Thomas Nash to whom William was apprenticed. Beau Nash maintained his position of Master of the Ceremonies in the Assembly Rooms until the end, but became very frail, relying on charitable handouts from the city corporation and others, mainly disguised as subscriptions to a history of Bath and Tunbridge which everyone knew he would never write. He left no will, and although he had had a series of mistresses (the last of whom, a Mrs Hill, was living with him when he died), he never married and had no children. His heir was his nephew Charles Young. It was clear that Nash's liabilities exceeded the value of his estate, and the main concern of Nash's family was for an orderly settlement of his affairs. Young (who lived in Devon, and only visited Bath briefly after Nash's death) therefore asked George Scott (1719-1780) to help in dealing with the creditors. Scott, who lived in Essex, was a regular visitor to Bath for the sake of his wife's health, and knew Nash personally as he had served with him on the board of the Bath Hospital.²⁵

Possibly on Scott's recommendation – although he later denied this – Young appointed William Yescombe as his attorney. So in March 1761 William achieved a considerable publicity coup for one so early in his career by placing the standard advertisements in the Bath and London papers, calling for 'All Persons who have any Demands on the Estate of Richard Nash, late of the City of Bath, Esq. deceased' to contact him.²⁶ Scott in the meantime was dealing with the creditors, writing to one correspondent in April:

...I have been for this month last past engaged in settling our late Governour's Affairs, which has been truly fatiguing; but no one else would undertake this laborious Task; and had an Execution (which was threatened) taken Place, some Hundreds must have been lost; to the great Prejudice of many Inhabitants of this City ...

William obviously flattered Scott's not inconsiderable ego, as Scott wrote to Young in May: 'M^r: Yescombe (who deserves great Praise) has been frequently visited by me since you left us, and has very politely paid all the Regard I could wish to what I have submitted to his Consideration.'

An auction of Nash's effects did not succeed in selling his collection of crayon portraits of Bath celebrities by William Hoare (whose portrait of Nash still hangs in the Pump Room). William therefore did his best to ensure a stream of fashionable visitors to his office by further advertising in the Bath papers that 'All the Family Pictures that were in the Possession of RICHARD NASH, Esq. at the Time of his Decease, may be had, at FIVE GUINEAS each' by applying to him,²⁷ but again with little success. This created problems with Mrs Hill, to whom Nash had given a bond for £250, and then colluded in her obtaining a court judgement for it, as a way of ensuring she had a claim on his estate. She remained dissatisfied with the way matters were progressing – Scott wrote to Young in May that he

... went to M^r: Yescombe's... to consult with him on your Business; but he was not at home; his Lady was, and with her I staid until M^{rs}: Hill accidentally came in, & appeared in full Character; from such a Tongue may I ever be delivered. She used me very cruelly, and I must beg leave to concern myself no further with these matters, for I would not go through the same kind of Treatment again upon any Consideration. She abused me for having an Auction instead of a Sale. I told her, & indeed proved to her, nothing but an Auction would have been deemed legal, as there will not probably be enough to pay off the Debts, and the Creditors ought to be satisfied the Effects were fairly and honestly disposed of... I am very certain Mr: Yescombe will act clearly & honestly. He had all your Law Papers, Bills and Receipts of me some Time ago...

As Scott grew increasingly impatient with Mrs Hill – 'poor Nash had no small Degree of Punishment living with this termagant Woman, Solomon could not describe a worse' – he also began to hint to Young that he was not entirely happy with the service provided by William, 'who I am certain acts very uprightly in the Trust, tho' his ill State of Health, and hurry with his own and his Clients business in this City prevents your hearing from him so often as you may wish.' Finally Scott had had enough of Mrs Hill, and Young's own behaviour – in particular taking

away items of Nash's effects which should have been sold for the benefit of the creditors – and refused to have any more to do with the matter, but William's continued neglect caused Young to try to drag him back in. Scott wrote to Young in December 1761:

I really was extremely sorry to receive a Letter from your Friend in your name about any matter relating to M^{rs}: Hill, or your Uncle's Affairs, when I had desired you to excuse me from acting farther in a Business, wherein I have been so cruelly used by the Principal Parties ... M^r: Y. has been to blame in not writing to you, as I have often desired him to do; but he has heavily and justly complained to me of the indecent manner you came to his House, and of your going from hence without leaving an Account of the Money and Things you carried away with you, I assure you, I have already taken some Pains to make the Creditors easy on this Head, otherwise you would have heard from them in a way which would have been disagreeable to you. I am far from being ashamed of what I have said on M^r: Y. since I have known him, but I hope you will not say, that I recommended him to you...

This withdrawal did not prevent Scott complaining to William about the way he had sold off the last of the Hoare portraits:

M^r: Scott's compliments to M^r: Yescombe, and he is extremely sorry he is obliged to trouble him on so disagreeable a Subject, which he cannot help doing after the Professions of Friendship he has made to M^r: Yescombe. M^r: Scott was then greatly surprized yesterday to hear M^r: Yescombe declare, that he had sold the five last Portraits for 6 Guineas, after M^r: Yescombe had told M^r: Scott he had refused more for them from the Upper Waiter at Simpson's, and after M^r: Yescombe had assured M^r: Scott that they should not be sold for any such Price. M^r: Scott could have got more for them, and nothing could justify the selling them even for a Guinea and an half each, (if the Glasses were whole,) but another Dividend's being immediately to be made. M^r: Scott would have expressed himself fully in this Subject yesterday, but it was of too delicate a Nature to speak to before M^{rs}: Yescombe. M^r: Scott hopes M^r: Yescombe will take this Note as it is meant, for he can truly say, no one is more sincerely and warmly M^r: Yescombe's Friend than he is, and as such he now begs leave to observe, that nothing hurts

a Man of Business more, than not keeping strictly to his Word.
 M^r: Scott is likely to suffer himself for publicly declaring, these Portraits would not be sold for the Price they have late gone off at, and which he fears will occasion some unfavourable reports.

Bath. March 22, 1762

P.S.

M^r: Scott is sure M^r: Yescombe upon Recollection will remember, that he said the Portraits should be given to the Creditors rather than sold for a small sum.

He noted in his letter book, however, that this was not sent, as he met William the following day.

Scott's main role thereafter was to collect materials which were used by Oliver Goldsmith in writing his *Life of Richard Nash*, published in October 1762. The book sold well, prompting Young to get his son, Richard Nash Young, to write to Scott in September 1763 demanding a share of the profits. Scott replied indignantly denying he had received anything from the publication, and told him to apply to William if he wished to have this confirmed. A couple of days later, after meeting William in a bookshop at Charing Cross in London (near where Sarah's family lived), Scott had breakfast with him and read him this correspondence – according to Scott, William agreed that he was in the right.

The end result for Nash's creditors can be judged from the fate of a £100 promissory note from Nash which Ralph Allen donated to the Bath Hospital – presumably not expecting to recover much from it. The Hospital was paid a dividend of £25 in January 1762, and a final £12/10/- the following December,²⁸ at which time William's involvement with the Nash estate must have come to an end.

William later dealt with Thomas Joye, who had been one of Nash's partners in introducing the game of 'E.O.' (Evens and Odds – an early version of roulette)²⁹ into the assembly rooms of Tunbridge Wells and Bath in the 1740s, after public gambling with cards and dice were made illegal. Nash was an undercover partner, because as Master of the Ceremonies in both cities he could not be seen to be profiting from this activity (which was in fact his main means of support), although he later sued his partners, and the assembly-room proprietors in Bath, for not paying over his share of the takings.³⁰ In 1762 Scott mentioned that Joye was 'starving' in Bath; in 1767 William advertised in the *Bath Chronicle* for claims against his estate,³¹ presumably another one with more liabilities than assets.

The Westgate Theatre Scheme

Bath was the leading theatrical town outside London, but had only one theatre, in Orchard Street. In the mid-1760s William became involved in a complex legal case resulting from a failed attempt to build a second theatre.³²

In July 1765 John Walker, a hosier, died, having appointed William as executor under his will,³³ and trustee of his estate together with Roger Hereford, an apothecary. Jointly with John Cottell, a tailor, Walker owned a piece of land known as Webb's Gardens just outside the Borough walls at the Westgate. The City Corporation agreed to rent them 369 feet of the walls at 1/- per foot, and to allow them to remove the walls to get good access to the site.³⁴ Shortly after Walker's death, Cottell and the Walker family agreed to lease part of this land to a consortium led by a comic actor, John Lee (1725-1781), best known to posterity for playing Sir Lucius O'Trigger at the disastrous first night of Sheridan's *The Rivals* at Drury Lane in 1775.³⁵ Lee was in partnership with John Pritchard, a silk-mercator, and Charles Davis, a scene- and house-painter. The Lee consortium intended to use the land to build a new theatre, with Davis having found the deal, Pritchard probably putting up the initial cost, and Lee managing the theatre. Under their lease they were to spend not less than £2,500 to build 'one or more substantial Houses or other Buildings' on the land, paying a rent of £37 *p.a.* The lessors agreed to demonstrate they had a good freehold title to the land, and to deliver full access to it, by December 1766. The consortium planned to raise funding through a public subscription, but failed to do so. They claimed that uncertainty on the lessors' title to the site had caused this failure, while the lessors claimed that the consortium were just trying to find an excuse to get out of the contract because their scheme had failed. They also suggested that Lee had spent too much time 'in that part of Great Britain called Scotland and in other remote places to delay or avoid carrying the ... Contract into execution'. (Lee had been occupied trying to secure a Royal Patent for a theatre in Edinburgh.) The contract was not financially viable if the land could not be used for a theatre.

The pivotal point – the title to the site – revolved around William Yescombe. Because he and Hereford were trustees under Walker's will, he insisted that they had to be parties to the signing of the final lease. However the lessors' attorney, John Jefferys, differed violently, and would not even allow them to endorse it with their consent – according

to Lee, Jefferys said that 'he would himself rather give £10,000 security to [Cottell and the Walkers] against any Molestation of the s^d. Trustees than suffer them to be made parties [to the lease]'. There is no obvious reason for these strong views by Jefferys – as the consortium pointed out, it could have done no harm to have William and Hereford sign as well as Cottell and the Walkers, which suggests some personal as well as legal antagonism by Jefferys. In fact, Cottell eventually agreed that William and Hereford could sign the lease, but by then the deadline date had passed and the Lee consortium refused to proceed.

In November 1767 Cottell and the Walkers brought a Chancery suit against Lee and his partners, calling for their contract to be implemented. In 1770 the Court ruled that the contract should be performed so long as the plaintiffs had a good title, thus overruling William's views on his position as a trustee. Commenting on this, the *Bath Chronicle*, in what appears to be editorial comment but was probably a paid insertion, called it a 'great and much contested cause', and said that the Court had treated William's objection

... as it really deserved, with contempt, as being not founded in reason or law; and that those who had invented it, as it was one of the principal causes that gave rise to the present suit, or at least, those who attempted to shelter themselves under it, and to avail themselves thereby of not carrying the contract into execution, must now pay for it.

The actual court judgement does not support these comments, as it does not even refer to William's objections. Lee responded in the *Bath Journal* that the decision was not a final one, since they could show that the title was defective. 'Veritas' – who from his use of legal phraseology was probably Jefferys himself – wrote a lengthy refutation in the *Bath Chronicle*, claiming that Lee could not prove a bad title, and had made several offers to settle the case.³⁶

The death-blow to the plan was the grant of a Royal Patent to the Orchard Street Theatre (which then became the Theatre Royal, the first outside London) in the spring of 1768. Lee became its actor-manager shortly afterwards. But the case continued, and in 1772 Davis, claiming that he had only been acting as a trustee for Lee, won a suit at Wells Assizes for all the expenses he had incurred; Lee lost an appeal and found himself in the King's Bench debtors' prison.³⁷ Meanwhile, in 1771, a new case was brought against Cottell and the Walkers by Edward

and Margaret Williams.³⁸ The latter was the daughter of William Webb, whom, she claimed, had been unjustly deprived of a reversionary interest in the Westgate land by his parents. Cottell and the Walkers not surprisingly argued that this intervention was a put-up job funded by Lee and his fellow defendants, but it had the desired effect – this case dragged on into 1775, when it was referred to the Somerset assizes for a decision on the truth of the Williams' story. But by then William Yescombe had ceased to have any involvement in the affair.

Thomas Chilcot's Estate

Joseph Tylee was the Deputy Organist at Bath Abbey, and gave music lessons, sold music and hired out harpsichords and other instruments from a shop in Queen Square. Tylee also invested in property – William acted for him in the purchase of some land in Walcot in 1762,³⁹ and in letting two houses on Lansdown Road in 1763-4.⁴⁰

It was thus perhaps through Tylee that William met Thomas Chilcot, who had been the Organist at the Abbey since 1726. Like Tylee, Chilcot ran a music business, from his house in Wood Street. He was a frequent performer of organ and harpsichord music, and conducted public concerts (including the first concert of Handel's music in Bath in 1749).⁴¹ He was well-known for his settings of Shakespeare's songs, and is also now recognised as one of the leading English composers of keyboard concertos in his time.⁴² The composer and musician Thomas Linley Sen^r was his pupil. Chilcot made William executor and trustee of his will,⁴³ drawn up shortly before his death in November 1766.⁴⁴ Most of the estate was to be used to purchase property, with the income divided between Chilcot's three surviving children – Elizabeth (the wife of David Walker of St Martin-in-the-Fields, London, a cabinet maker), Thomas (a yeoman in Walcot) and Fanny (who had been keeping house for her father). After their deaths, the estate was to be divided between their children.⁴⁵ The funeral took place in Tawstock, Devon (where Chilcot's first wife was buried) on 3 December, and after discussion with Fanny, William commissioned a monument to Chilcot for erection in Bath Abbey.

A week after Chilcot's death, William published advertisements calling for claims against the estate.⁴⁶ Amongst the smaller debts due to Chilcot's estate which William collected was £1/6/- from Thomas Gainsborough for music lessons. Gainsborough moved to Bath from Suffolk in 1759 and became the leading portrait painter in the city. In

1763 he rented a house on Lansdown Road for the sake of his health, but retained his studio in the city. He moved back to a house at The Circus in late 1766.⁴⁷ William advertised the Lansdown Road house for sale (as 'late in the Possession of Mr Gainsborough' – i.e. he was selling it for the owner rather than Gainsborough himself) in the summer of 1767.⁴⁸ William's relationship with Gainsborough dates from before Chilcot's death, as Gainsborough's London bank account records a payment to him of £100 in July 1765. The pattern of payments in the bank ledger suggests this could have been repayment of a loan in anticipation of Mrs Gainsborough's half-yearly annuity payment from the Duke of Beaufort's estate (she was the illegitimate daughter of a former Duke).⁴⁹

William's relationship with Chilcot's family soon deteriorated, because they complained that he was selling some of Chilcot's possessions cheaply to his clients and friends. Some allegations were rather petty – for example, William sold Chilcot's horse for six guineas to a friend of his, George Tyndale; the Chilcot family claimed that the livery stable owner would have given £10 for it; William responded that the horse was 'accustomed to Stumble Extreemly Old and almost worn out,' and Tyndale had sold it for less than he had paid. The family also claimed that William sold Chilcot's harpsichords and spinets – which he kept for hire – to Tylee (who succeeded Chilcot as the Organist at Bath Abbey) below their true value. William said that he had used 'Mr Seed of the City of Bristol ... an Organ Harpsichord and Spinett maker and ... a proper and Skillful Judge of the Value of such Instruments' to value them,⁵⁰ and that Seede told him 'that the ... Harpsichords and Spinetts were all of them very much out of repair and the Spinetts so broken to pieces as to be of very little Value.' William was also said to have kept a manuscript book with unpublished compositions by Chilcot, 'merely on purpose to oblige his Friends and Acquaintances with such Book and to permit them to take Extracts or Copies of some part or parts thereof whereby the Sale of such Book was totally prejudiced and such Book rendered of little value.' William's response to this was that 'in a Conversation which [I] had with [Chilcot] some short time before his Death touching his music [Chilcot] told [me] that he had an Inclination to give all his Musical Books to the Musick School at Oxford for that in case such Books were sold for the benefit of his Estate they would not fetch above Twenty pounds.' He did agree that he held various Chilcot manuscripts, though no one book of unpublished compositions, but denied that he allowed his friends to take copies. He had asked two

of the leading musicians in Bath, William Herschel (1738-1822, then organist of the newly-built Octagon Chapel but later to become far more famous as an astronomer) and Dr Henry Harington (1727-1816, well-known in Bath both as a doctor and as a composer; his memorial is in Bath Abbey), to examine Chilcot's music library. They agreed it was of little value. Because of this dispute Chilcot's musical books and manuscripts were withdrawn from the sale of his effects which took place in January 1767.⁵¹ William later paid Herschel 1½ guineas to produce a complete catalogue of Chilcot's music library, but then did nothing more with it. This library, which contained early Handel manuscripts and unpublished Chilcot pieces which are now lost, was sold (mistakenly) in the sale of William's own effects in 1774.⁵²

William also dealt with Chilcot's *Opera Secunda*, a volume of six harpsichord concertos, of which the first volume had been published in 1756. Chilcot advertised for subscribers between April 1761 and June 1762.⁵³ Despite the later advertisements promising that the volume 'speedily will be published', in 1764 he made an apology for its non-appearance.⁵⁴ This delay probably arose because Chilcot was publishing the book himself rather than through London and Bath booksellers, as with his previous works. Based on the final list of subscribers he had only disposed of 79 copies, compared to over 100 for his previous volume, and over 300 for his *Twelve English Songs*, published in 1744. He had some 200 sets of engravings of the music printed in 1765, but at his death the final volume had still not been published, so William had the engravings bound up with a list of subscribers, adding a note that 'It is humbly requested that no Subscriber will take it ill whose name is not inserted, as Mr. CHILCOTT's death was so sudden'. He arranged for the surplus to be disposed of by the Bath bookseller Frederick, who advertised them weekly for nearly nine months in 1768-9.⁵⁵ William paid him half a guinea for his trouble: no money received from sales was paid into the estate.

Because of the disputes with the family, William stopped paying for the work on the planned Abbey memorial to Chilcot, which was never erected. He also presumably refused to pay for the inscription of his monument in Tawstock church, so that the space intended for Chilcot's details beside his wife's remains blank to this day. The net value of Chilcot's estate was £2,159, his house in Wood Street and a mortgage over some farmland in Somerset being his main assets. William made some payments of interest to Elizabeth Walker and Thomas Chilcot Junr, but nothing to Fanny. The family claimed that they asked him to

explain what he was doing with the money, without success. William however said that he had shown the accounts to the portrait painter William Hoare on Fanny's behalf, and the latter had been satisfied with them. Moreover, he offered to pay the money over to Hoare to manage, if he was indemnified for doing so. Then a more formidable opponent came into the picture. The family signed a letter of attorney giving John Jefferys and another Bath attorney the authority to demand an account of the administration of the estate from William. As in the Westgate Theatre affair, Jefferys' actions in the Chilcot case suggest a desire to cause William the maximum difficulty. Initially William took a robust attitude to Jefferys' arrival on the scene. The Chilcots claimed that William made them revoke the letter of attorney by refusing to make any interest payments to them, thus 'taking Advantage of their extream Poverty' – Thomas Chilcot Jun^r at that time being on parish relief in Walcot – and by suggesting that these attorneys would just 'draw them into a Law Suit and that the Expense thereof would be after the Rate of ten Pounds a Day and would come out of the ... Estate'. But Jefferys and his colleague were then given authority to continue the suit at their own expense, William claiming that they had gone to Thomas and threatened him with prison if he did not agree to this. As a result, in May 1769 the family filed a suit in the Court of Chancery, in which they asked, *inter alia*, for William to give an account of his administration, and to pay the funds in his hands into court.

Apart from the various grievances set out above, the plaintiffs also claimed that William had called in Chilcot's £1,500 Somerset mortgage,

merely with a View to have an Opportunity of applying the same in Hazardous Building Schemes and in Payment of his own Debts ... And in Particular [we] Charge that ... William Yescombe being very much Concerned as a Builder of new Houses in or about the City of Bath and especially in three or more Houses in a certain Place called the Queens Parade in Bath and which he had mortgaged to one M^r Fisher for securing the Principal Sum of Three Thousand Four Hundred Pounds thereon and being in great want of Moneys called in [Chilcot's] Moneys which was out on ... good real Securities of Interest meerly and alone to supply his own Wants and to apply ... the same in such Hazardous Buildings and the money so applied of ... Chilcotts thereon with the Mortgage due to M^r Fisher greatly exceeded the real Value of such Houses Whereby such Moneys was in Danger of being lost.

They argued that

[Yescombe] being but in low Circumstances there is great Danger of the Clear Surplus of [Chilcot's] Estate being lost or embezzled if the same is not forthwith secured And ... there is at Present a great many new Buildings or Houses now Carrying on and Building at Bath and ... many Necessitous or Poor Persons are Concerned as Principals in such Buildings several of whom are Clients or become Clients to ... William Yescombe on Account of his having so large a Sum of Money in his Hands arising from the Estate of ... Thomas Chilcott to lend or play with ... [and that he has made loans] at the rate of five Pounds per Cent or some other very large rate of Interest in Order to gain some Advantage to himself by Accounting to [us] for a less rate of Interest than he made of such Money And ... such Securitys are all Hazardous and Scanty Securitys whereby the Moneys arisen from the Estate and Effects of ... Thomas Chilcott is in danger of being lost or Misapplied.

William made no attempt to deny these claims. He said that he was crediting the £2,159 which he held from the estate with interest at 4%, admitting

that from time to time as [I] received any Moneys on Account of [Chilcot's] Estate and effects ... [I] did Intermix the same with [my] own Moneys and did not keep the same Separate or distinct And ... having frequently since the death of [Chilcot] Sent divers Sums of Money to divers Persons upon Securitys taken in [my] name ... and also laid out divers other Large Sums in Building and purchasing Buildings [I] cannot therefore distinguish what part thereof belongs to [Chilcot's estate]

but stating his willingness to pay this amount over at such rate of interest as the Court might direct. In fact his behaviour was quite normal for country attorneys at this period – as the Bank of England had a monopoly on joint-stock banking in England, the development of country banks was relatively slow. So people with money had no convenient way of investing it short-term, nor could loans easily be obtained. As a natural development of their business, therefore, attorneys took money on deposit and lent it out in their own name or on behalf of their clients; a deposit rate of 4% and loan rate of 5% were quite reasonable.⁵⁶

In July 1770 William was ordered to pay the £2,159 into the Court (which he duly did in November), with the interest on these funds used to make payments to the Chilcots. Thereafter, the case of *Walker v Yescombe* went into hibernation: the Chilcot children had little incentive to take further action as they were being paid their income from the estate by the court; Jefferys had presumably lost interest once he had made William pay over the money. Little happened until 1793, when Fanny's son Hiern Croome revived the case against Robert Yescombe, as William's heir-at-law, and his cousin Edward Daniel, as his executor, claiming that they still held funds from the Chilcot estate.⁵⁷ Evidence was taken from Daniel, from which it was clear that no other funds existed. And so in July 1796, nearly 30 years after Chilcot's death, the Court of Chancery agreed a final settlement of the estate.

The Creaser Bankruptcy

After raising funds to pay back Chilcot's £2,159, William's position must have become increasingly precarious. It is clear from what he said in his evidence that he had numbers of investments or loans beside his three houses in Queen's Parade on which he had borrowed £3,400. These were part of a development by John Wood of 12 houses off Queen Square, mentioned earlier. William advertised the '1st house' in Queen's Parade to let in 1770, and the '2nd house' – rented to the Countess of Warwick – for sale in 1773. By May 1772, when William made his final response in the Chilcot case to the Court of Chancery, he admitted that he 'hath sustained and is likely to sustain considerable Losses by other Moneys which he hath lent' during the time the case had been going on.

William was therefore ill-prepared for the financial crisis which affected the whole country in 1772, caused by over-expansion of credit, especially to the American colonies after the repeal of the Stamp Act led to the ending of the colonial boycott on British imports, and by speculation in the West Indian colonies taken from the French after the war of 1756-1763. This led to a heavy circulation of short-term bills of exchange as a way of raising credit, which was very vulnerable to a collapse in confidence. The crisis began with the failure in June of the London banking firm of Neal, James, Fordyce and Down, caused by speculation in East India Company stock. A run developed on all the major banks in London as depositors withdrew their money and short-term bills were no longer renewed.⁵⁸ The ensuing panic was described by the *Gentleman's Magazine*:⁵⁹

It is beyond the power of words to describe the general consternation of the metropolis at this instant. No event for 50 years past [i.e. since the collapse of the South Sea Bubble] has been remembered to have given so fatal a blow to both trade and public credit. An universal bankruptcy was expected, the stoppage of almost every banker's house in London was looked for. The whole city was in an uproar; many of the first families in tears ...

This credit crisis spread throughout the country. Although triggered by speculation it was primarily caused by a loss of confidence in the credit market, and in this sense it was the first 'modern' financial crisis; the novelty of the situation explains the panic which ensued. It brought the Bath housing boom to an end,⁶⁰ and caused a devastating blow to William's position with the bankruptcy in August 1772 of Thomas Creaser.⁶¹ Creaser had begun business as a draper in 1762;⁶² in 1770 he joined William's client Cam Gyde in constructing a grandstand at Claverton Down for the horse races.⁶³ But he also ran a banking business – like attorneys, drapers were commonly bankers before separate country banks were established, as they dealt with suppliers of cloth all over the country and therefore had a good network of contacts for discounting bills.⁶⁴

Creaser's bankruptcy caused considerable bitterness in Bath – so much so that in October 1772 the Bath newspapers refused to publish an advertisement from his creditors demanding another examination of his affairs: they had to resort to circulating hand-bills, and publishing their advertisement in Bristol.⁶⁵ In June 1773 Creaser claimed in an advertisement in the *Bath Chronicle* that his creditors would have all their debts repaid; in response his bankruptcy assignees (i.e. the administrators of his estate, appointed by the bankruptcy commissioners) published a statement of his affairs.⁶⁶ According to this, claims against Creaser totalled at least £31,000. His assets had a notional value of around £30,000, but the assignees gave them a real value of around £10,000. The notional assets included a claim of more than £10,000 on the firm of Beynon & Dibbs (described as ribbon weavers, but given the scale of the claim they must also have been bankers) who had gone bankrupt shortly before him,⁶⁷ as well as other bad debts. In fact his only real assets related to his draper's business, with some £3,000 of debts due to this business, and stock valued at £5,000.

Advertisements for the sale of this massive stock ran for several months from the Spring of 1773.⁶⁸

A Real SALE of Woollen Drapery, &c.

This Day began SELLING OFF

THE ENTIRE STOCK (late Mr CREASER's) in the Abbey Church Yard; consisting of a Large and Fashionable Assortment of Superfines, and other Cloths of all Qualities, Ratteens, Cassimeres, Bath Bevers, Napp's Duffels, Coatings, and every other Article in the Woollen Trade; together with a great Variety of Men's Mercery, Manchester Goods, Men's Hats, Ladies Riding ditto, Silk Waistcoat and Breeches Pieces, in plain Colours, Stripes and Figures, Gold and Silver Lace and Buttons, &c. – A great Variety of Tambour and Brocaded Shapes for Waistcoats, in Gold, Silver and Colours.

N.B. As this Stock must be disposed of for Ready Money, on account of Mr. CREASER's present Situation, he assures the Public, that each Article will be sold at Prime Cost, (the Price being marked on the Goods) and also that a Discount of FIVE PERCENT. will be allowed on every Sum to the Amount of Twenty Shillings, except on SUPERFINE CLOTHS, which will be sold for Fifteen Shillings per Yard.

William's involvement with him became public with an advertisement in the *Bath Journal* in February 1773:⁶⁹

To be SOLD

A DEBT of £.550 due from the Estate of THOMAS CREASER, a Bankrupt, for eight Shillings in the Pound. – For further Particulars enquire of Mr. Yescombe, in Bath

This prompted a vitriolic response from Creaser in the next *Bath Chronicle*:⁷⁰

A CAUTION to the PUBLIC

ON reading the PIOUS Attorney's Advertisement in Keene's last Journal, for selling the Debt due from the Estate of a Bankrupt, I was led to enquire of one of the Assignees, whether such a Debt was really due to him; when the Assignee assured me, the Advertiser had not proved ANY Debt upon the said Estate, therefore he can have no debt to sell. – Let the candid Public judge then of this upright Attorney's Intentions! – But what may not be expected from Men who are Strangers to Truth and every Feeling of Humanity!

Which not surprisingly produced a strong response from William in the next *Journal*:⁷¹

WHEREAS Mr. YESCOMBE caused an Advertisement to be inserted in Keene's Bath Journal of the 15th Instant, for the sale of a Debt of 550l. due from the Estate of THOMAS CREASER, a Bankrupt, for 8 Shillings in the Pound. And whereas in the Bath Chronicle of the 18th Instant, a Scandalous Paragraph appeared under the Title of "A CAUTION TO THE PUBLIC," (inserted by the *Just* Bankrupt, or some *Honest* Person connected with him) Infamously reflecting on the Character of the said Mr. YESCOMBE, and intimating that as he had not proved any Debt against the Bankrupt's Estate, he could have no Debt to sell: – Mr. YESCOMBE, with a view to clear himself from such reflections, and to convince the Public of the propriety of such Advertisement, declares that tho' he has not proved any Debt upon the Bankrupt's Estate, he has a very large Demand thereon, which he now offers to dispose of upon the above Terms, and engages to sell several Thousand Pounds of the Bankrupt's Debts as the same Rate.

N.B. Any Gentleman of Character and Property inclinable to become Purchasers, shall meet with great Encouragement; and for Ready Money considerable Abatements will be made.

A public admission that he held 'a very large Demand', from which he was willing to sell 'several Thousand Pounds' of debt on which his asking price was no more than 8/- in the £ shows how serious William's financial situation must have become. In fact by the end of 1773 only 4/6d in the £ had been paid out to Creaser's creditors.⁷²

The Final Crash

The first to suffer from William's problems was his own wife's family, as can be seen from a rather pathetic action brought against him in the Court of Chancery by his wife's aunts in February 1773.⁷³ Apart from the £3,300 transferred to trustees at the time of her marriage, most of the rest of Sarah's £6,000 fortune consisted of an estate at Belton, Rutland, left to her by her uncle John Collin.⁷⁴ His will transferred the estate to trustees and charged it with paying annuities of £20 each *per annum* to John Collin's two sisters, and after their deaths with the payment of a legacy of £500 each to their daughters. When William and Sarah's

marriage settlement was drawn up its trustees agreed to take over the liability to pay the £500 legacies, and the Belton estate was thus released from the trust. But no provision was made to secure the payment of the £20 annuities to the aunts, which William and Sarah stopped paying in 1771, claiming both that there was not enough money in the Belton estate and that it was not charged with the annuity. William never replied to the aunts' writ and the case petered out.

Meanwhile William had to deal with larger and more persistent creditors as writs for debt were issued against him in the Court of King's Bench⁷⁵ – the Court in which he was an attorney. The first claim for £100 came from Frances Jacques, a Bristol baker, the endorsee of a promissory note issued by William to John Powell in December 1772, in return for the latter advancing cash on a draft drawn by Creaser which William endorsed. Obviously this was renewing an earlier draft from before Creaser's bankruptcy. Jacques obtained judgement against William in May 1773, although William then attempted a delaying action in the Court of Chancery by claiming that he had endorsed the original draft 'as an act of friendship' to Creaser, and was now facing two £100 claims, one on the original draft and one on the promissory note.⁷⁶ This attempt at confusing the issue did not succeed, but it did delay a final judgement until December. The fact that William had to take so much trouble to delay payment of a debt of only £100 speaks for itself. The pleas in the case also mention claims for a further £600 by Jacques. Another writ for £300, also relating to William's guarantee of sums due by Creaser, was issued at the same time as Jacques'.

By late 1773 William could no longer hold off his creditors by himself, and turned to his brother Robert. In November Robert guaranteed a promissory note of £450 issued by William (which was also endorsed by Edward Daniel) to the Bristol Exchange Bank.⁷⁷ The note was not paid, and Robert took over liability for it in January 1774. This was clearly part of a much larger support action – their mother Ann Yescombe's will, drawn up in December,⁷⁸ stated that Robert had 'advanced and paid and entered into many Securities for payment of divers Sums of Money' for William, and therefore left William nothing, dividing her estate between Robert and her orphaned grandson Edward Bayntun Yescombe (1765-1803). However Robert's support was not enough. Early in 1774 Roger Hereford, who had been involved with William in the Westgate Theatre scheme, sued on a debt of £244 owing since 1770. The final blow came from Jenkins & Bray. William had borrowed £300 from William Bray in 1771,⁷⁹ as well as further sums from Abel Jenkins, or

the partnership as a whole. In January 1774 Bray went to visit William in Bath over the weekend. Bray's journal records that he spent Saturday afternoon with him, dined with him on Sunday after church, and spent the whole of Monday with him.⁸⁰ This was obviously a last-ditch way of trying to find a way out – on the Saturday, 15 January, William signed a new promissory note to Jenkins & Bray for £840/14/-. On 28 January they brought an action against him in the Court of King's Bench for the sum due on this note. William was not in court for the hearing on 3 February; final judgement was obtained against him on 21 March. Four days later, William died in London.⁸¹ It is tempting to guess that his death was suicide, but no evidence for this has been found.

Aftermath

William's will appointed Edward Daniel as his executor, and left him his law books and business papers, with the rest of his estate to his wife.⁸² However as he died insolvent (as Edward Daniel testified in *Croome v Yescombe* in 1796, mentioned earlier), his effects were all sold. The sale advertisement shows that he had been living a comfortable life:⁸³

BATH, April 6, 1774

TO be SOLD by Auction, by WM. CROSS, on Tuesday the 12th of April instant, and the following days,

All the HOUSEHOLD FURNITURE, PLATE, LINEN, CHINA, BOOKS, &c. of Mr. YESCOMBE, Attorney, deceased, at his late Dwelling house in Monmouth-street;—consisting of standing beds with morine [stout woollen/cotton material used for curtains, *etc.*] and other furniture; goose feather beds, and bedding; mahogany furniture in dining, card, pillar and Pembroke tables, chests of drawers, a handsome bureau and book case with Chinese front, glaz'd; Wilton and Scotch carpets; a quantity of fine music of the late Mr. Chilcot's; a curious time piece in carv'd burnish'd gold; together with kitchen furniture, brewing utensils, &c.

Also, a post chaise, and a whisky [light two-wheeled one-horse carriage], in good condition.

His widow received nothing from his estate, but fortunately her marriage settlement meant that she still had some money of her own. Eighteen months later Sarah married again, to Thomas Elwes, a Bath apothecary.⁸⁴ Supporting William undermined Robert Yescombe's own

finances – clearly the burden became too great, and from 1779 to 1781 he faced more than a dozen different actions for debt in the King’s Bench; at least £6,500-worth of judgements were obtained against him. A settlement was negotiated with the creditors, under which Robert was forced to sell off his holdings of farmland around Wedmore – part of which had been in the family for at least 150 years, leaving nothing to the family but their house in Bristol. Bankruptcy was not an option, because the Bankruptcy Act of 1706 only covered debts incurred when carrying on a trade, so the only alternative would have been the debtors’ prison. Robert’s nephew Edward Bayntun Yescombe, the heir to the family estate, gave up any prospect of life as a country gentleman, but thanks to the influence of his maternal grandfather, Sir Edward Bayntun, he was able to secure an appointment as captain of a Post Office packet ship in 1787, and by the end of the eighteenth century he had restored the shattered family fortunes. Robert himself died in lodgings in Bath in 1815.

Notes

Abbreviations

BC *Bath Chronicle*

BJ *Bath Journal*

PRO The National Archives (Public Record Office)

- 1 E.B.V. Christian, *A Short History of Solicitors* (Reeves & Turner, 1896), p.139ff.; Michael Birks, *Gentlemen of the Law* (Stevens, 1960), p.169. By the mid-eighteenth century attorneys had taken over conveyancing.
- 2 PRO/IR/1/20/100, 6 November 1755.
- 3 PRO/IR/1/52/116, 14 August 1755.
- 4 PRO/KB/172/1: Court of King’s Bench, *Enrolment of Attorneys (Private)*, 27 November 1760; the entries for Robert and William can be found on the same page as their father 30 years earlier. There are no records of enrolments for the Courts of Exchequer and Chancery at this time.
- 5 Lambeth Palace Library: Vicar-General Marriage Allegations (licence 16 September 1760); City of Westminster Archives: Parish Register of St Clement Danes (marriage 18 September 1760).
- 6 BJ, 29 September 1760.
- 7 National Library of Wales: Eaton Evans & Williams (Haverfordwest) Deeds 403-407.
- 8 A glimpse can be found in an advertisement in BJ, 11 July 1768, for a horse he had lost while it was tied up overnight at The Circus.
- 9 BC, 21-28 November 1765 advertises the Kingsmead Street house as ‘late in the Possession of Mr. Yescombe. Attorney’. In the edition of 21 November, there is another odd note – which looks as though it was inserted by accident – stating that this house was worth £500, with a rental of £35/10/- p.a.

- 10 Bath Record Office: 0005 (deeds).
- 11 *BJ*, 26 March-30 April 1770.
- 12 *BC*, 13 August-10 September 1761, *BJ*, 17 August-21 August 1761.
- 13 *BC*, 30 May 1765, *BJ*, 10 June-22 July 1765.
- 14 House of Lords Record Office: 12 Geo III (1772) c.134. This is the original enrolment of the Act as these 'estate acts' were generally not printed.
- 15 *Journals of the House of Commons*, Vol. XXXIII, p.789 (25 May 1772).
- 16 Surrey History Centre/G85/77; G85/12, 14 & 15.
- 17 Somerset Record Office/DD/DP/7/15.
- 18 Julian Pooley, 'Bray, William', *Oxford Dictionary of National Biography* (Oxford University Press, 2004).
- 19 *BC*, 14-21 December 1763; *BJ*, 12 December 1763.
- 20 R.S. Neale, *Bath 1680-1850: A Social History, or A Valley of Pleasure, yet a Sink of Iniquity* (Routledge & Kegan Paul, 1981), p.235.
- 21 Bath Record Office: O444 (deeds).
- 22 Neale, *op.cit.*, p.163.
- 23 British Library: Eg.MSS/3516 fos.36, 139-147.
- 24 Fawcett, *Bath Entertain'd: Amusements, Recreations and Gambling at the 18th-Century Spa* (Ruton, Bath, 1998), pp.4-9.
- 25 Olivier W. Ferguson, 'The Materials of History: Goldsmith's Life of Nash', *PMLA: Publications of the Modern Language Association of America*, Vol. LXXX (1965), p.372. The author is indebted to Mr Trevor Fawcett for this reference. Quotations are from Scott's letter books (British Library: Eg.MSS 3736-9).
- 26 *BC*, 19 March 1761, *BJ*, 23 March 1761; *London Gazette*, 17-21 March 1761.
- 27 *BC*, 21 May-11 June 1761; *BJ*, 25 May 1761.
- 28 Benjamin Boyce, *The Benevolent Man* (Harvard University Press, Cambridge, Mass., 1967), p.263.
- 29 Trevor Fawcett, *op.cit.*, pp.36-7.
- 30 [Oliver Goldsmith], *The Life of Richard Nash, of Bath, Esq.* (J. Newbery, London & W. Frederick, Bath, 1762), p.57; [Francis Fleming], *The Third Volume of the Life and Adventures of Timothy Ginnadrake, containing a Concise Account of the City of Bath, from the Year 1670, to the present Times* (Cruftwell, Bath, 1771), p.68. William Yescombe was a subscriber to the 1st volume of this work – undated, but probably published several years earlier, as the subscribers also include Thomas Chilcot, who died in 1766. Ferguson, *op.cit.*, pp.380-1.
- 31 *BC*, 13 August-17 September 1767.
- 32 PRO/C/12/1964/9 (pleas); C/12/1973/11 (interrogatories); C/33/433/241 (decree).
- 33 See William's advertisements relating to the estate in *BC*, 25 July-29 August 1765.
- 34 Neale, *op.cit.*, p.184.
- 35 Philip H. Highfill, Kalman A. Burnim and Edward Langhans, *A Biographical Dictionary of Actors, Actresses ... & other Stage Personnel in London, 1660-1800*, vol.9 (Southern Illinois University Press, Carbondale, Ill., 1984), pp.201-210 (but with only a short and confused reference to the Westgate Theatre affair).
- 36 *BC*, 1 & 8 March 1770; *BJ*, 5 March 1770.
- 37 [John Lee], *An Address to the Judges and the Public, on a decision lately made in one of our Courts of Judicature* (1772).
- 38 PRO/C/12/1891/39 (pleas); C/33/444/319 (order).

- 39 Somerset Record Office/DD/S/WI C/2307.
- 40 BC, 28 July-1 September 1763; BJ, 1 August-5 September 1763; BC, 5-19 December 1765; BJ, 16-23 December 1765.
- 41 Otto Emil Deutsch, *Handel – A Documentary Biography* (A. & C. Black, 1955).
- 42 Timothy Rishton, 'Chilcot, Thomas' in Stanley Sadie (ed.), *The New Grove Dictionary of Music and Musicians* (Oxford University Press, 2nd edn., 2000).
- 43 PRO/PROB/11/925.
- 44 BJ, 1 December 1766.
- 45 PRO/C/12/1929/32 (pleas); C/33/434/416 (order); C/38/629 (Master's certificate); quotations are from the pleas.
- 46 BC, 1-29 December 1766; BJ, 11 December 1766-1 January 1767.
- 47 Susan Sloman, *Gainsborough in Bath* (Yale University Press, New Haven & London, 2002).
- 48 BC, 6 August-17 September 1767.
- 49 C. Hoare & Co: Ledger 69/300, 11 July 1765, printed in Sloman, *op.cit.*, p.205 (chapter 2 of this book gives the background to Mrs Gainsborough's annuity).
- 50 Brice Seede worked in Bristol between 1753 and 1772, made harpsichords, and was well-known as an organ builder. (Christopher Kent, 'An Introduction to Brice and Richard Seede: Organ Builders of Bristol', *BIOS – Journal of the British Institute of Organ Studies*, vol.5 (1981), pp.83-97.)
- 51 BC, 1-8 January 1767.
- 52 For this sale see 'Aftermath' above, p.116.
- 53 BJ, 13 April, 14 & 28 December 1761; 19 April-18 June 1762.
- 54 BC, 30 August-6 September 1764.
- 55 BJ, 28 November 1768-21 August 1769.
- 56 Birks, *op.cit.*, pp.181-6. The first bank in Bath was the Bath Bank (or Old Bank), founded in 1768, followed by the Bath and Somersetshire Bank in 1775.
- 57 PRO/C/12/657/3 (pleas); C/12/483/18 (interrogatory); C/33/493/647 (order).
- 58 Julian Hoppit, 'Financial Crises in Eighteenth-century England', *Economic History Review*, 2nd Series, vol.XXXIX, 1 (1986), pp.39-58.
- 59 *Gentleman's Magazine*, vol.XLII (June 1772), p.293; cf. BC, 25 June 1772, and BJ, 29 June 1772, which print an almost identical paragraph.
- 60 Neale, *op.cit.*, p.235; Paul Langford, *A Polite and Commercial People: England 1727-1783*, (Oxford University Press, Oxford, 1989), pp.532, 570. Construction stopped in Edinburgh New Town for the same reason (James Buchan, *Capital of the Mind: How Edinburgh Changed the World* (Murray, 2003), p.200).
- 61 *The London Chronicle*, 15-18 August 1772.
- 62 BC, 11 October 1762.
- 63 Fawcett, *op.cit.*, p.49-51; the statement of Creaser's affairs in 1773 (see note 66) valued his interest at £120.
- 64 L.S. Pressnell, *Country Banking in the Industrial Revolution* (Oxford University Press, Oxford, 1956), pp.51-3.
- 65 *Felix Farley's Bristol Journal*, 17 & 24 October 1772. The latter issue includes a reply from 'Amor Justiciæ', who is clearly Creaser himself.
- 66 BC, 3 & 10 June 1773.
- 67 *The London Chronicle*, 11-13 August 1772.
- 68 BJ, 19 April-12 July 1773; BC, 1 July 1773.

- 69 *BJ*, 15 February 1773; this followed a further meeting of the creditors with the bankruptcy assignees on 8 February (*ibid.*, 4 February).
- 70 *BC*, 18 February 1773.
- 71 *BJ*, 22 February 1773.
- 72 *BJ*, 1 March & 27 November 1773, *BC*, 9 December 1773.
- 73 PRO/C/12/1945/71 (plea); C/33/440/437 (order); C/33/440/448 (order).
- 74 PRO/PROB/11/853/93.
- 75 PRO/KB/122/375/70, 376/1282; 382/132, 309 & 374.
- 76 PRO/C/12/906/41 (plea); C/33/440/455 (order); C/33/440/466 (order).
- 77 PRO/KB/122/428/697.
- 78 Bristol Record Office: Will of Ann Yescombe dated 7 December 1773, proved 14 June 1784 (*sic*).
- 79 Surrey History Centre/G85/14.
- 80 Surrey History Centre/G85/17.
- 81 *BC*, 31 March 1774; *Felix Farley's Bristol Journal*, 2 April 1774.
- 82 PRO/PROB/11/997/213.
- 83 *BC*, 7 April 1774.
- 84 *BC*, 21 September 1775.