

Papers relating to Wycherley Stone

Publication/Creation

1850 - 1852

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Memorandum. December
thirty first — One thousand eight hundred
and fifty one -



Whereas Wycherley Stone late of the
City of London Grocer ~~is~~
has been for some time a Patient in the Reheat near York
and there is now due in respect of his Board lodging and
attendance there to the thirtieth day of June last the sum
of One hundred and seventy eight pounds five shillings and
eleven pence And whereas the said Wycherley Stone
is entitled to a certain sum of Government Stock and
other property under the Will of his late Grandfather
Edward Stone the income of which amounting to the
annual sum of fifteen pounds and thirteen shillings
has been received by Henry Beoley of Banbury and
paid by him to the Treasurer of the Reheat on account
of the said Wycherley Stone And whereas the
undersigned being the Mother ^{Wife} Brothers and Sisters of the
said Wycherley Stone have requested that he may remain
in the Reheat on the terms hereinafter mentioned which
have been agreed to NOW the undersigned do hereby
jointly and severally agree with Samuel Tuke of York
Esquire the Treasurer of the Reheat that in consideration
of the said sum already due and of the future
maintenance of the said Wycherley Stone at the Reheat

the said sum of One hundred and seventy eight pounds ^{5/11} shall
be paid to the said Samuel Tuke or the Treasurer for the
time being and that such payment shall be made at the decease
of the said Wycherley Stone and that during the remainder
of his continuance at the Retreat the annual sum of Twenty
six pounds shall be paid by equal quarterly portions to
such Treasurer for the Board Lodging clothing of and
medical attendance upon the said Wycherley Stone

Witness the hands of the said parties the day and
year above written -

Elizabeth Stone

Mary Stone

Saml Wycherley

James Wycherley

Edward Stone

Henry Stone

Rachel Elisabeth Stone

Witness
Gibson Bishop
Sarah Atkinson

Don. M. Kish

W. Harrison

Elizabeth Stone is Mother to Wycherley Stone
Mary Stone is Sister to do do
Sarah Wycherley is Sister to do do
James Wycherley is Husband to Sarah Wycherley
Edward Stone is Brother to Wycherley Stone
Henry Stone is Brother to do do
Rachel Elizabeth Stone is Sister to do do

W.D. Wycherley Stone has no Uncle, and he
has no Aunt. —

Dated December 31. 1851.

The Mother Brothers Luke
and sisters of Mychael
Stone a Lunatic . . .

with

Samuel Luke Esquire

Agreement.

York 22/7/51

Dear friend

Various circumstances have prevented
my writing thee earlier respecting Wychely
Stones account with the Retreat — Very shortly
after Henry Stones visit & conversation with me
I laid the whole subject before the Committee
when it was agreed ^{1st} to accept the proposed
agreement from the relatives of W Stone as
for the promissory note & arrears are
concerned — ^{amounting to £169.11.6} ~~£169.11.6~~ ^{178.5.11} to the Retreat
to be paid to secure ^{so far as they are concerned}
the payment of the Promissory note & arrears amounting to ^{178.5.11} from
the property of W Stone, at his death, in which they are beneficially interested
to accept a fixed ^{sum} of annum
for W Stones Board Lodging & Clothing so as to cover
all expenses such payment to be made
yearly —

The foregoing is I believe almost ~~the~~ identical
with the proposed arrangement made by W Stone
& I suppose therefore will be approved by his
family in that case it will be needed
to have a legal document drawn up by our
solicitor for the parties interested to sign &
I shall be obliged by thy giving me the names
of these individuals
~~of the parties who will have to be parties to~~
~~the agreement~~ —

It is agreed to take an agreement from all the
parties interested making over ~~to~~ the Retreat
their shares in the property of 491 - at his decease
so far as may be required to cover the above amount the
Committee agreeing to forego any claim for it - from this
date - I.D. is requested to have the needful legal documents
prepared - It is agreed that the terms of the above
patent be paid at 25 £ p annum including all disbursements
for clothing the monthly meeting of Barbary guaranteeing
the payment at half yearly periods -



for the payment of the Principal sum of £100 by them in the
event of their losing property from Wycherley after his de-
cease I will endeavour to obtain their consent to such
engagement being prepared. I wish I could suggest better
terms for your Institution but I am unable — I may
just remark that one friend to whom I applied for assistance
in case a subscription had been brought about said to me
that the Uncle John was so good a customer to the Institution
that it was much more reasonable for that Institution
to lose Wycherley's debt than it was for me to ask him to con-
tribute towards its liquidation —

For your guidance as respects future expenditure on
account of Wycherley I stated in a late communication
what his present income is — There has not been any
very late reduction in the Canal Dividends that I am
aware of: I have sent by me the account of the one due in
10 months; but some information from J. G. Holt as to
the small amount of tonnage paid there is that I fully
fear the Dividends will be lower: arising from the opening of one
of the Railways in this part.

I am thy sincere friend

Henry Beesley

Esteemed Friend

Banbury 4/4/51

Beesley Hg

As there will be three Cash Divi-
dends due to Wycherley Stone on the 6th
of the present month I intend to ~~appear~~
apply to the Act-General of the Court of
Chancery for them; but before I can do so
I must have an affirmation made by
your Superintendent before a Master Ex-
tra in Chancery that Wycherley is
living on that day — Will thou please
to have this done, on, or as soon after
the 6th, as suits Dr. Hatching to attend to
it, and send the same to me — after
I obtain the Dividends I will make a
remittance of the same & the Canal Divi-
dends — I think I have not had
the Bill since Christmas last — It
will be well to send me the account
made up to the end of the 3rd month last

from which I shall ascertain what is the
total amount then due. I will take the
earliest time I can to consult Friends
here on the subject of future expenses
so as to avoid an increase of debt if possi-
ble — on a late occasion I called on
Henry Stone respecting the Debt, and the
Note of Hand; He informed me that he
hoped he should be able to visit Yorkshire
during the present month, and if so, he
would see his Brother; also have a con-
ference with some of your Friends re-
specting the various points which have
formed the subject of our correspondence,
and as such an opportunity for informa-
tion and explanation appears to me to it
be preferable to communication by letter,
and better done by the individual parti-
cularly concerned rather than by

to me, I propose to leave the subject
for some little time in the expectation
that Henry Stone will be able to make
a visit at the Patent; and if I find
business too much, I intend early to resume
on the subject by letter -

In answer to a question in my last
I may state that by the Will of Edward
Stone (Wychbury's grandfather) the
party left to John Stone was, in case
the latter left one issue, to go on his death
to the children of Henry Stone (the late
Henry Stone) whose Wychbury ~~was~~ is one of
these children and on coming of age
he was entitled to his share unrestricted; and
it was provisionally to prevent his spending
this property that his Father applied
for the Commission of Lunacy -
I can procure a copy from the Will

should thin be considered of consequence

To save the trouble & expense for de-
claration for Dr Thitching to make
before a Court. then will find
a few blanks in it to be filled up
at the time of making the declara-
tion

respectfully Yrs
Henry Beesley

Adelphi 4 4th 1851

To ~~W Wood~~
Jas H Tate

Esteemed Sir Your letter of the 21st of 11 month (which I had
I am sorry has been mistaid) was read
at the last meeting of the Committee &
the subject of it received my careful
consideration — The Committee have
requested me to correspond with thee
further, ^{to enable them to judge} ~~and~~ ^{would be much obliged by thee} ~~and~~ ^{to be informed}
~~whether the property from which~~
~~by which~~ ^{the property from which} ~~Stones present income is~~
~~derived~~ ^{was} ~~left by his Grandfather~~
~~for his life only~~ ^{or whether it is}
~~really subject to his debts & in case~~
~~of his not having been lunatic whether~~
~~it would have entirely at his disposal~~
Perhaps a copy of such clause in
the will as directs the bequest

would be the easiest mode of giving
them ~~the~~ ^{such} information —

In case the Committee agree to take
the proposed ~~advance~~ security for the
payment of the Promissory note, they
desire me to state that they shall
expect the payment of the accumulated
arrears on ~~this~~ account of W.S.
at an early period
and that the sum of £1000 be
paid punctually by his friends
or the monthly meeting of which he
is a member —

loss
points
institutions
They ^{Committee} trust that thou wilt see that
acting for a charity they are
compelled to take such steps for the
regular payment of the patents
accounts as shall secure the

Estimate of \$4.

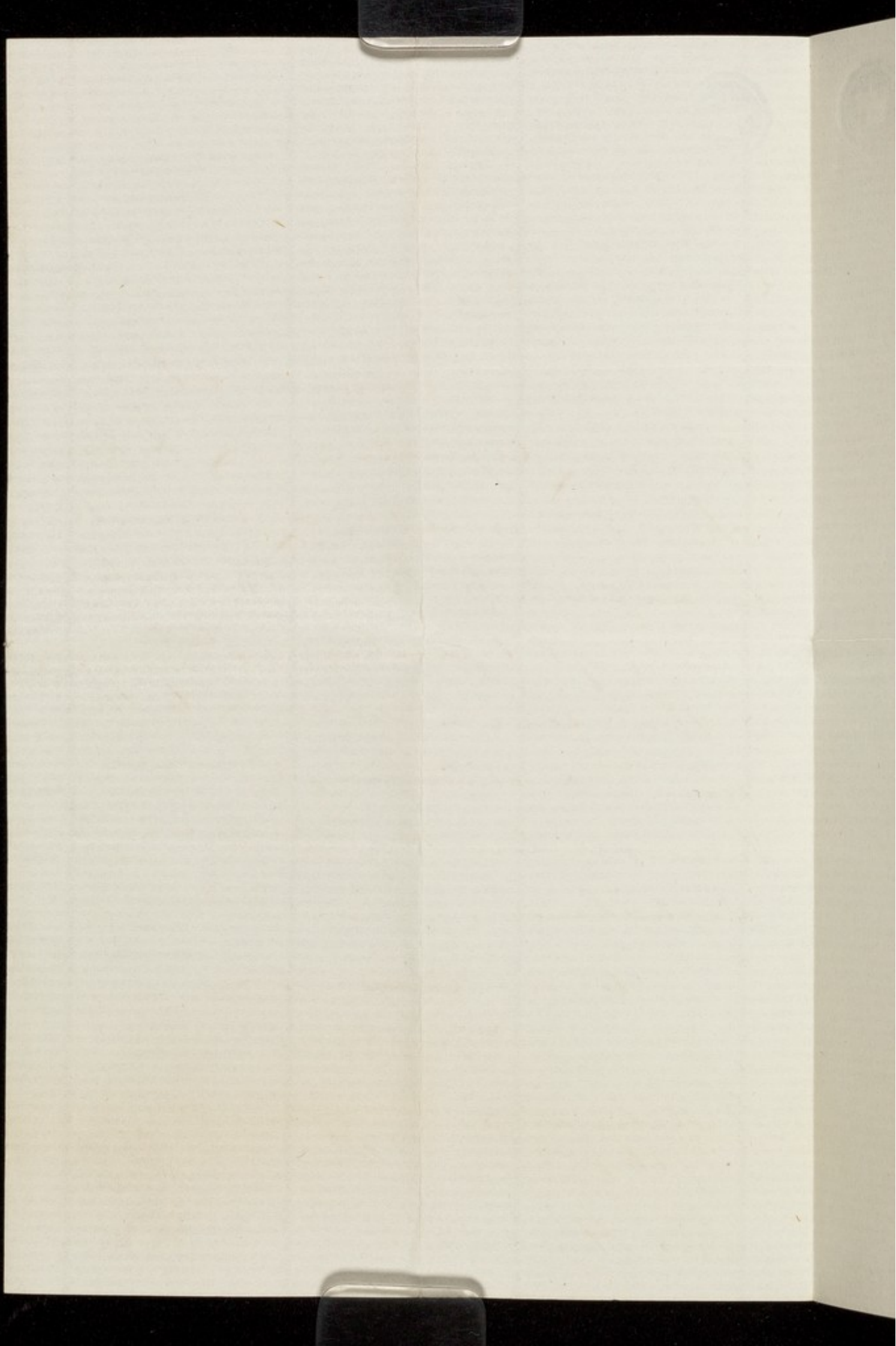
I return the
Mem^o of Agreement & have
sketch'd a copy of one to
be signed by the Monthly
Meeting of Banbury, which
of their views alter to their
mind & return, I will
transcribe & forward for
signature,

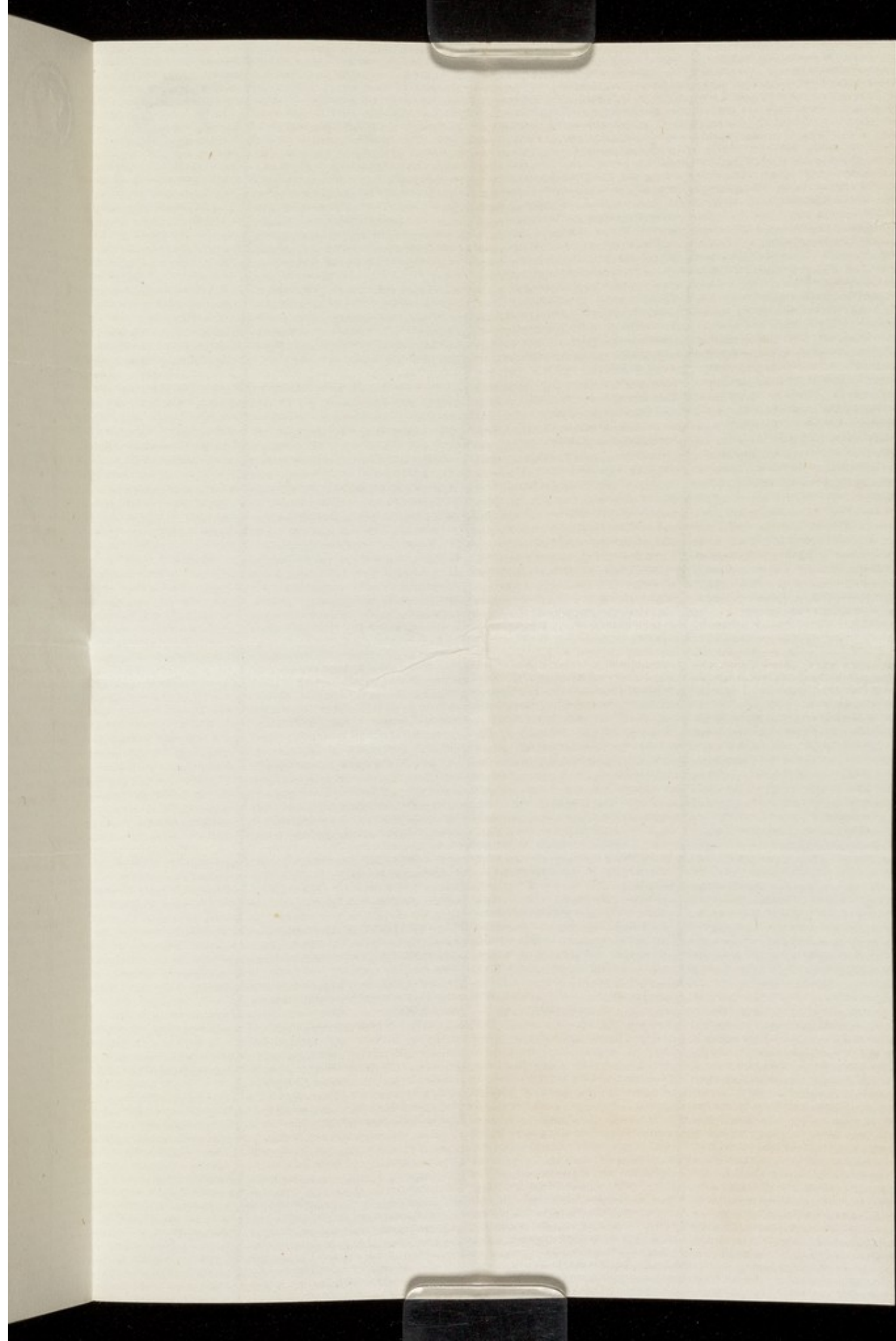
with respect
W. Wood.

H. Rehe at,
 3/16/52.

First received
Nov 24 9 P.M. order.
Mm.

Das H. Luke.





Jas H. Luke.
—

Esteemed Friend
W Wood

Being at Banbury on a visit I
have seen Henry Stone, and I find
he intends leaving home for the North
tomorrow: he has been obliged to attend
to at Manchester and as far as
he can judge of his movements he
expects to be in York by Saturday morn-
ing. I have thought it proper to write
to thee, and it will be well that
some members of the Relief Com^{ee}
should ^{with H} go fully into the case of this
of hand given by the late W Stone
for £100 - also into the more recently
accumulated debt, and to the means
of presenting future debt - I have
endeavored to make W Stone acquain-
ted with particulars on all needful
points. I expect as soon as I obtain

the Irish Dividends now due) to make
a remittance so as to reduce the
present debt of £74-10-10 to £47
or £48 - which balance should form
one of the subjects of conference with
H.S. as respects the future I intend
to confer with some friends of Ban-
dy tomorrow, and others at Lifford
on Friday, with the hope that it
maybe thought not unsuitable for
me to ask our Monthly Meeting
to make up any deficiency of Wexh
every Stone Income as compared with
dispenditure, which may arise after
31-3rd last. I should think be agreed
to it will be quite right to have the
expenses on his account kept as low
as possible, for I am sorry to find
the Canal Dividend last month is re-
duced from £60-4 to £4-6-10 and per-

papers will hardly continue even at the
latter amount. I find his present ^{yearly} income
is nearly £10 per year under the last year
charge for his board & disbursements.

I may add Henry Stone has been fully
disposed for years past to assist his

Parents and near relations in every way
proper for him to do, and this disposition
still continues, but it is clear that it
is quite useless for him to enter into
engagements for the future, seeing that he
needs relief from those with which he
has already entered.

With kind regards
To your friend

Henry Beecher

at Bambray
22-Helm/851.

W. Wood

Esteemed Friend Saml Take

Adderbury 21st of March 1850

The subject to which thy letter dated 21st of 9th mo relates has had my careful attention at times since I received it, and I have on several occasions named it to our fr Joseph Agillett. I may here remark that long before the proposition for raising by subscription a portion of the debt owing by the late Henry Stone and his family to the Rectory was suggested in thy letter I had consulted our fr J Agillett on the suitability of making such an attempt amongst some friends confidentially; but no way has appeared to open for realizing this plan. In this case as in most others, those few who can be termed private friends to the family have in one way or other and at one time or other been applied to as far as appears right. I can speak to this point with confidence as respects my late Brother Samuel Beerley, our fr J Agillett, and myself; the two latter have lately been engaged as Trustees of some premises left to their care by the late Mary Barnett for her dau^r Elizabeth Stone - on these premises there was a mortgage for £300, nearly the worth of the property at the present time, and the mortgagee being dissatisfied with his security called in the money. As a part of the premises furnished a residence for Elizabeth Stone and a dau^r she was exceedingly unwilling to have them sold: indeed we could get no person to purchase altho we made an attempt to sell by auction in the 12th month of last year. Under these circumstances, I have paid off the mortgage

and shall hold the Premises for the present; the portion now
left will earn just about a four per cent interest for the
sum I have advanced — In addition to this we have after
much difficulty succeeded in raising about £80 to discharge
some debts with which the Trustees were encumbered, as well as
to pay the charges attending our proving the Will, and the fine
on passing the Property, which is copyhold. I am well aware
of any friends at a distance from this part to whom an
application can be suitably made for assistance. Those
liberal friends named in the letter are I have no doubt very
freely applied to from many quarters: they have been recent-
ly called on by some friends in this part on account of a
special subscription for our Infants School. In years
past the Taylors of London were another particular friends to
H. Stone's family, and many years since (when the late Henry
Stone failed) the late Henry Tyler kindly paid the price at
which H. Stone's house & furniture was valued ~~at~~ in order
to enable Eliza Stone to retain it to keep something of a boarding
house; but this attempt to help the family entirely failed,
and I have no doubt was attended with much loss to H. Stone's
family. The claim on this account has not long been settled,
for about the year in which I removed from Denbury [1846]
Charles Tyler visited the latter place, and with J. A. Gilbert
called on me on the subject — the result was that Ch.
Tyler's Mother took some articles of Plate which Eliza was
advised to part with, and cancelled the debt for the goods had
been mostly sold some years before, and the proceeds paid

to H. Stone
the usual
friends
hereabouts
now more
which I
smaller
for all
as at
I think
cannot
and I
declared
his Grace
The lady
two names
there.
in hand
see, but
Chenevix
mission
£155-4-6
found ap
to 31/12
£59-11-6
applicat
of some

to the Taylor family as I was informed - I mention these particulars in order to show that the family have met with friends who have endeavoured to assist them, and that some hereabouts have not depth of pockets. E Stone and a daughter are now mostly residing in a part of the premises in this Village which I have before alluded to; for since they removed to a smaller house in Barking it has not been considered suitable for all the family to continue under his roof: but here as well as at Barking they are nearly dependant on him.

I think it will be well now to give some attention to the circumstances under which the promissory note for £100 was given and I refer to my notes of that period. When Wycherley was declared a Lunatic the share held for him by the Trustees under his Grandfather's Will was transferred to the Court of Chancery. The half share in the Canal was continued I believe in the Trustees names because the Canal Com^{rs} do not transfer part of a share. In the spring of 1839 the Trustees of a Grandfather had in hand for Wycherley £199-9-4, and there were two other Dec^{ts} due, but not rec^d £9-6-8: together £208-16-0 - my order from Chancery were to pay from the above named amount Costs of Commission of Lunacy and proceedings, as taxed and ordered to be paid £155-4-6. "leaving a balance of £53-11-6 for payment of debts proved against the estate - The debts so proved were "Retreat to 31st of Dec^r 1838 £135-18-6" Edward Stone, Dock Head, London £59-11-10 together £195-10-4 - deficiency £141-18-10. application was then made to the Court of Chancery for the sale of some of the Stock for payment of the debts, and refused on the

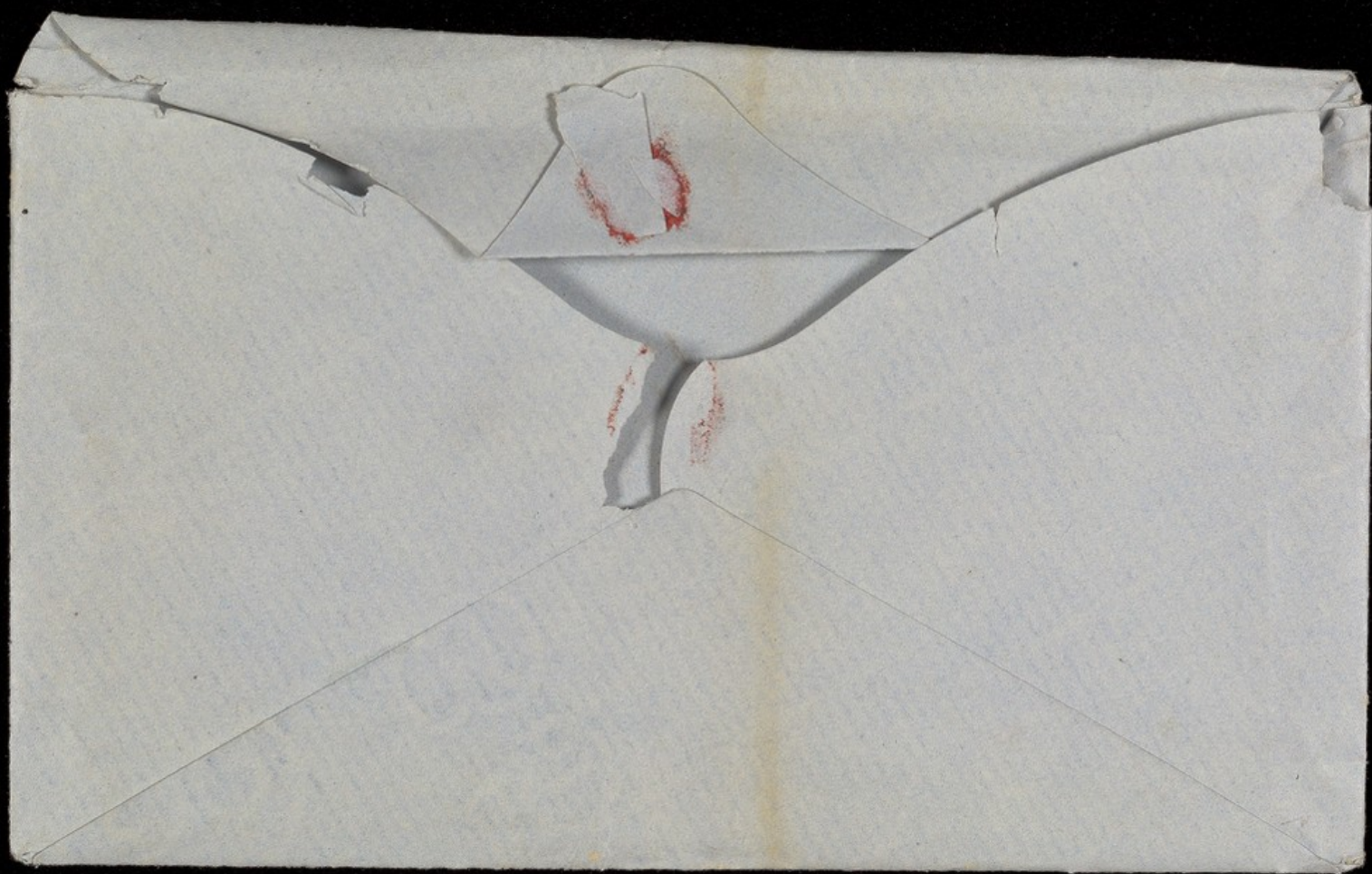
ground that the income of the then remaining property would not be sufficient to maintain the trustee. Henry Thorne felt pained at the circumstance of the Institution in which his son was placed being so great a loss, and the family partaking of this feeling, Edward Thorne consented to withdraw his debt altogether, and to have the Petrus paid £35-18-6 if the Managers of the Lotter were willing to take a note for the £100 from H & L his two sons; which was agreed to, and being done about 30 of 9th Mo 1839 —

I have always understood that in case of Wycherley's decease the family were looking to his Property as a means of paying off the sum for which the note of hand was given; and Henry Thorne has lately expressed to me that as respects himself it would be more agreeable to give a security in that — if they could do so than to have anything of an appeal to Equity by way of subscription. The parties beneficially interested in the property after Wycherley are I suspect the Mother and the Brothers & Sisters. I have reason to believe that the last application made to the Court of Chancery to which I have referred in this letter has not been paid for; and I have a memorandum from the late Joseph Lamb and John Ash's Trustees under the Will of Wycherley Thorne's Grandfather that the Legacy Duty on W's share of the Property was not deducted before the Principal was paid to the Court of Chancery; so that on his decease accruing there claims will probably be made — If the Managers of the Petrus should think it best under all circumstances to agree to take an engagement from the Mother and Brothers and Sisters of Wycherley

1850-1852.

Bearley Overhauled
Re Stone Tychy

Jm Wood



Dear Friend

Adderbury
16. 12. 1851

I received thine of the 11th of Dec^r
by yesterday evening, and I have
requested Humphreys to attend on
me here without delay, whom I
hope to get the agreement signed
by Wycherley Stone, relatives
who except one reside here or
near — I have not had any
account of the charges for Wych
either later than the end of 3rd
and as the same is included in the
agreement extends to the end of
the 6th month I should be glad to have
an account up to the latter time
wishing to keep my accounts accu-
rately — The Note was for £100.
The amount owing to the debtors for
Arrears was to 31st Dec^r £74-10-10

towards which I remitted £27-8-10 and to
the 10 of 5 months — we have then
to add the second Quarter of 1851
and perhaps some portion may be
included as due on the 10th to
make up 178-5-11 —

As regards the pay since 6th 1851
I consider I have arranged it. I
have not introduced the subject
in our Mo Meeting but I have had
free conversation thereon with
nearly all our friends who contri-
bute to collecting Expenses and I
was counselled to leave Liberty to pro-
pose for the Meeting to make up
the deficiency at such time as
I thought best; and now that I
am informed by thee your terms
I intend at our Mo Meeting on
the 7-12-1852 to ask for payment
of the half year due 31-12-51

78-10 and to propose to have it paid
Quarterly in after times - When
1251 the agreement is signed and
sent to them the note of that
given by H Stone & Son's Sons
1257 will be returned to my care

1.7 I think there no other
point I need notice of
present

I am sincerely
Thy friend
Henry Beecher

57 James H. Fiske

Jas H Fiske
York

Reading 5 Mo 10 1852

Dear Friend

Beesley H^y

I had thy note enclosing ~~the~~ ^{the} promissory note given by the late Henry Stone and his sons, some weeks since, and at the same time a draft minute proposed to be signed on behalf of Basing Monthly Meeting - at the time I made payment of the £13 on account of Wyckbury Stone viz 15 of 1st month in the present year Wyckbury, Ister was exceedingly desirous I should not introduce the subject to our Monthly Meeting at present, ^{and} she gave me the greater part of the £13, ~~and~~ I have to day made payment to W Wood of £6-10-0 out of Div-

dividends I have just received from
Wycherley's little property, and
I have enough to pay the Quarter
ending 30 of 6th mo next when due.
I hardly think it will be prudent
for Rachel Stone to continue to
make up her brother's income
10/- per week for long, but she
thinks she can do so for one
or two years at least, and she is
exceedingly desirous our Month
ly collecting should not be called
on to assist at present -
perhaps under this circumstance
your Committee will not
renew the Monthly collecting
guarantee - I shall have no
difficulty in obtaining the latter com

when
and in
gave
matter
omit
time
or her
of Adm
I prop
the pres
H. H. H.
the the
com

from when I think it is needful
and until I send such an en-
gagement to the ~~the~~ your Com-
mittee may be informed I will
remit the amount due from
time to time either quarterly
or half yearly

Yours very respectfully

Henry Beecher

of Andover

now at Roxbury

10-5 Nov 1852

I propose to hold the note of hand for
the present, and not to give it up to
H. Stone until you have the
the meeting, promise to keep the ac-
count paid up for the future

James H. Tuhe
York

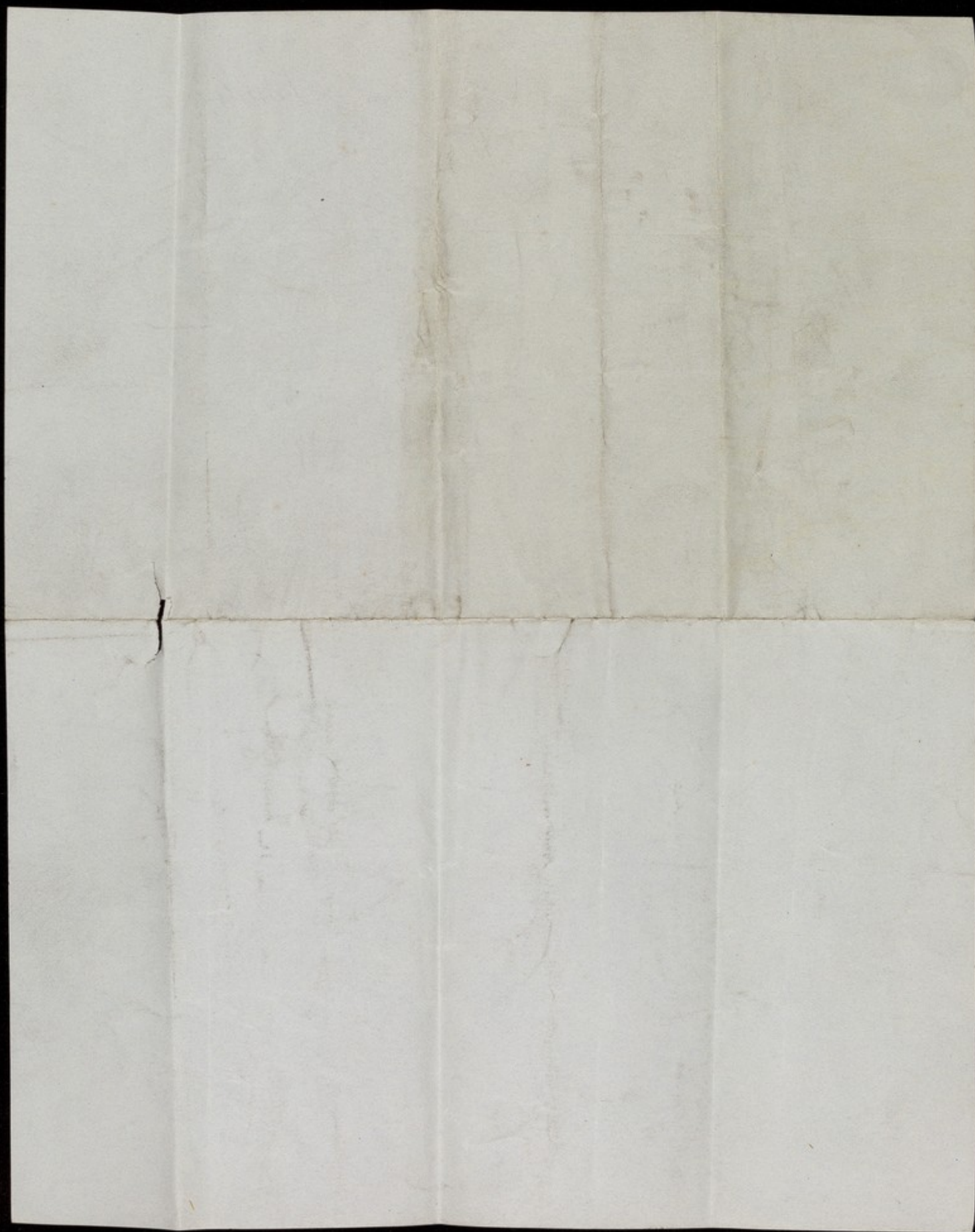
20. Fenchurch St. London E
York Mo 18

As regards the future it is proposed to pay a sum
of £26 of annum for everything — board & clothing —
the difference between W's income & this amount to be
made up by the M M — present income { 8.8.4
5.16
17.0

As the promissory note & annuity in all
about £48 — without any but — so the relatives to find a capital
to pay over to the Trs of the Reheat the amount
of W's pecuniary from the fund in Chancery
worth about £266

Annus of Del. Is intended to be changed

By Anne Bamford By Beesley



Treat

Agreement - between

My Stone & others

My company at distance
My company Stone

4.

Gas - H. Luke.





Re Stone Wychly
1851 & 2
Correspondence
with Beesley H. G.

