

PUBLIC RECORD OFFICE

CHANCERY PROCEEDINGS C 12/184/20

Bill of Complaint

Dated 26 November 1791

Summary of Case

Complainants: Francis Newman late of Broad Street, City of London but now of Shudy Camps co. Cambridge

Thomas Jones of Sloane Street, Knightsbridge, co. Middx

Samuel Rashford of Cannon Street, City of London, turner

John Laycock Hill of Austin Friars, London, merchant

Defendants: James Rogers

The complainants are creditors of complainant Francis Newman and trustees named in a trust deed dated 20 September 1791

Complainant Francis Newman is seized of the reversion remainder and inheritance expectant on the death of Francis Newman the elder without any male issue of the manor of South Cadbury together with the fines rents quit rents heriots rights members and appurtenances thereto belonging together with several messuages cottages farms lands woodlands tenements hereditaments and appurtenances thereto also belonging and also the perpetual advowson rectory and right of presentation to the parish church of South Cadbury, and also the reversion and remainder expectant upon the death of the said Francis Newman the elder of in and to the several manors and estates called North Cadbury and Sparkford, which said manors were and are held several estates for lives on lease and by copy of court roll, several of which estates were and are claimed by and as the property of James Rogers of Rainscomb co. Wilts the defendant

In December 1788 the creditors agreed with James Rogers to sell to him all Francis Newman junior's title to the premises for the sum of £6,922

3 December 1788 Francis Newman junior and James Rogers signed a Memorandum of such agreement

Francis Newman felt he had been deceived by James Rogers into signing this, and filed a Bill of Complaint in this court to have the Memorandum of Agreement cancelled

James Rogers also filed a cross bill of Complaint against Francis Newman to enforce the Memorandum of Agreement

It was agreed that the Memorandum should be relinquished, and a new one prepared in its place. This was done of 1 March 1791

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The lands were:

- The manor of South Cadbury
- Stricklands Estate
- Inn Tenement
- Custards Tenement
- Mitchells Estate
- Bishops Estate
- Ryales Estate
- John Slades Estate
- Bangers Estate
- Parkers Estate
- George Slade's Tenement
- Newmans Tenement
- Castle Land
- Perpetual advowson of rectory of South Cadbury
- All lands within the parish or manor of South Cadbury
- Except the estate for life of Francis Newman younger hereinafter mentioned
- And also the absolute purchase of the reversion and inheritance expectant on the death of the said Francis Newman the younger [sic] dying without issue by Frances his present wife
- And all other his estate right title to South Cadbury Farm late in the tenure of John Ryall deceased as tenant thereof to the said Francis Newman the younger in the parish of South Cadbury

Purchase price of £6,922 to be paid £3,550 at the time of execution and the remainder of £3,472 to be paid 6 months after the date of the conveyance

Francis Newman is to pay all costs connected with establishing title

James Rogers to pay all costs connected with preparing the conveyance

Francis Newman agreed to do everything possible to secure the title and interest of Catherine Rogers wife of James Rogers in the estates settled upon her by Francis Newman the elder and Francis Newman the younger

Francis Newman refused to put this into effect

James and Catherine Rogers filed a bill of Complaint in October 1789 to enforce the agreement

Francis Newman filed his cross bill in 1790 to set aside the agreement

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It was agreed that both bills of complaints would be dismissed, and that the original agreement of 3 December 1788 should be put into effect, except for the lands known as Sparkford Farm at a price to be agreed . James Rogers also agrees to buy the fee simple and inheritance of all such leasehold and copyhold estates as are held of the manor of North Cadbury and Sparkford by James Rogers with Francis Newman within two years after the death of Francis Newman the elder without male issue

James Rogers is to pay £1,000 of the purchase price to Simon Payne be held in trust for James Rogers, Francis Newman and Jeremiah Curtis as indemnity against the principal and interest

Details of payment terms not extracted here, but they include: payment by James Rogers, on death of Francis Newman the elder, to Frances Charlotte, daughter of Francis Newman the younger, when she reaches the age of 21 or marries with the consent of Francis Newman the younger. James Rogers also to pay £50 per year to the guardian of Francis Charlotte Newman for her maintenance and education before the age of 21, and then £1000 for her own use after 21 if she is unmarried. If she marries after the age of 21 without her father's consent then the £1,000 is to be to trustees and the interest to paid to her for her own use, the principal to be paid to her children after her death. If she dies under 21 and unmarried then the £1,000 is to be paid to her fathers

On 2 May 1791 they agreed to execute the agreement, but James Rogers puts it off, giving frivolous excuses

On 19 and 20 September 1791 Francis Newman entered into a lease and release with his creditors showing that he was entitled to Sparkford Farm and South Cadbury Farm for life with remainder to Frances Newman his wife for life with remainder to their child or children. This also showed that Francis Newman was entitled to the reversion in fee simple and inheritance of the manors of North Cadbury and South Cadbury and other lands subject to the estate for life of Francis Newman the elder his uncle, and subject to the estate tail to sons of Francis Newman the elder. Francis Newman then sold the lands in Sparkford and South Cadbury to his creditors Thomas Rashfield, Thomas Jones and John Laycock Hill subject to the estate for life of his wife Frances Newman and their children upon trust that they sell the interest at auction. The trustees thus became entitled to the purchase money promised by James Rogers

James Rogers now refuses to comply with the terms of the agreement

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Answer by James Rogers dated 4th May 1792

James Rogers tried to find out more about the mortgage to Simon Payne and discovered that some of the manor of South Cadbury was encumbered with sums of money amounting to £2,300, the manor of Sparkford was charged to Simon Payne for a considerable amount of money by way of mortgage on his payment of £7,000 to his father the Rev Henry Newman senior, although Francis Newman had assured Simon Payne that this £7,000 was assured on Queen Camel Rectory which Francis Newman pretended to have an interest in after the death of his father in law Francis Newman the elder

Francis Newman therefore concealed the mortgage to Simon Payne at the time of the first agreement, and concealed the amount of money owing at the time of the second agreement. He was guilty of fraudulent misrepresentation. James Rogers therefore refused to proceed

Answer sworn at the house of the said James Rogers in Sherborne co. Dorset 1 May 1792

Answer by James Rogers dated 13 July 1792

James Rogers is still prepared to continue along the lines of the first agreement provided he is indemnified against any claim by Simon Payne. He will give up the first agreement if all his costs are paid

Answer sworn at the house of the said James Rogers in Sherborne co. Dorset 4 July 1792