

PUBLIC RECORD OFFICE

CHANCERY PROCEEDINGS C12/629/31

Bill of complaint dated 23 Nov 1786, amended by order dated 24 January 1789, amended by order dated 14 January 1790

Complainants:

Frances Newman, the wife of Francis Newman the younger heretofore of North Cadbury co. Somerset Esq., but who now resides beyond the seas out of the jurisdiction of this honourable court

Frances Charlotte Newman spinster an infant under the age of 21 years the daughter and only child of the said Francis Newman the younger and the complainant Frances Newman his wife

Their next friend **Francis Newman** the elder of North Cadbury aforesaid Esquire the father of the complainant Frances Newman and grandfather of your oratrix Frances Charlotte Newman

Francis Newman the elder aforesaid for himself

That Francis Newman the elder was previous to and at the time of executing the Indentures of Lease and Release hereinafter set forth seized as or well entitled to an estate for life in possession of and in the possession of and in the messuages farms lands tenements and hereditaments hereinafter mentioned with the appurtenances with remainder to his first and other sons in succession in tail with remainder to the said Francis Newman the younger and his assigns for his life with remainder to your complainant Frances Newman the wife of the said Francis Newman the younger and daughter of your complainant Francis Newman the elder for life with remainder to the said Francis Newman the younger in fee

And the complainants further show that the complainant Francis Newman the elder having no issue male was desirous of making and procuring a provision of £100 per annum for the sole and separate use of the complainant Frances Newman during the joint lives of the said complainant Frances Newman and her husband Francis Newman the younger independent and exclusive of her said husband and of making a better and more ample provision of the immediate use of the said Francis Newman the younger during the life of the complainant Francis Newman the elder and a more certain provision for any child or children of the said Francis Newman the younger by the complainant Frances Newman

In default of issue male of your complainant Francis Newman the elder and accordingly for that purpose by **Indentures of Lease and Release** bearing date respectively the 14th and 15th February [1783] and made between

1. Francis Newman the elder
2. Francis Newman the younger
Frances Newman his wife
3. Thomas Watson of Cheriton co. Somerset, clerk
Simon Payne of Bridgwater co. Somerset, gent

After reciting in such indenture of Release to the effect hereinbefore set forth and that Francis Newman the elder and Francis Newman the younger had respectively proposed and mutually agreed to convey the said messuages farms lands

tenements and hereditaments therein after described with their appurtenances and the several estates and interests thereunto and to the use of the said Thomas Watson and Simon Payne their heirs and assigns

All that messuage farm or lands called Sparkford Farm in Sparkford co. Somerset containing 400 acres then or late in the tenure of William Welch thereof to the said Francis Newman the elder, that is to say the farm house barton and orchards adjoining by computation 6 acres

- Pastures of Blacklands of 20 acres,
- Wool Fister of 400 acres
- Great Gaston of 14 acres
- Hither Marsh 8 acres
- Younder Marsh 10 acres
- Church Way 10 acres
- Coppice Close 14 acres
- Fishers Gaston 8 acres
- *[details of other lands in Sparkford Farm not listed]*

And also all those several messuages farms and lands consisting of several tenements land together situate lying and being in South Cadbury in the county of Somerset containing together 200 acres then or late in the tenure of John Ryall as tenant thereof to the said Francis Newman the elder with other lands lately added in South Cadbury *[details of lands of extracted]*

To hold the said messuages farms lands tenements hereditaments and premises with their appurtenances unto and to the use of the said Thomas Watson and Simon Payne their heirs and assigns forever

Subject to the said remainder to the first and other sons of your orator successively in tail male and also subject to the said remainder to your orator Frances Newman for her life as aforesaid

Upon trust during the joint lives of the said Francis Newman the younger and your oratrix Frances his wife from time to time to receive and to take from and out of the said messuages farms lands hereditaments and premises or out of the rents and profits thereof or any of them or any part or parts thereof a clear yearly rent charge or annual sum of £100 by half yearly payments and when such payments should become due and be received by them or either of them to pay the same or any part thereof to such person or persons as for such purposes as your orator Frances Newman whether sole or covert notwithstanding her coverture should direct or appoint and until such direction or appointment to pay the said yearly charge or sum of £100 from time to time as the same should become due to your oratrix Frances Newman for her separate use and benefit notwithstanding her coverture and free from the power control or engagements of her then or any future husband the receipt of your said oratrix Frances Newman alone or such person or persons as she should appoint to be a sufficient discharge to the said trustees for the payments of the said annuity

And subject to the said annuity or rent charge upon trust from time to time to pay to the said Francis Newman the younger or permit him to receive the residue or surplus of the rents and profits of the said messuages hereditaments and premises for and during his life for his own sole use and benefit and after the respective deaths of the said Francis Newman the younger and your oratrix Frances his wife to stand seized of the legal estate and inheritance of an in the said premises subject to the estate and interest of the first and other son and sons of your orator if any such he should have

And also subject to and after the receipt and payment of the said yearly rent charge or sum of £100 in trust for the child or children of the said Francis Newman the younger and your oratrix Frances his wife as they should by deed or writing jointly executed by them in the presence of two witnesses direct or appoint

And for want thereof in trust for all and every the daughter and daughters of the said Francis Newman the younger and your oratrix Frances his wife their heirs and assigns as tenants in common but if only one such daughter then to such sole daughter her heirs and assigns forever

With divers remainders over in default of such issue female as by the said Indentures of lease and release duly executed by the several parties thereto and are par whereof is now in the custody or power of the said Simon Payne who prepared such indentures of lease and release respectively relation being thereunto had when the same shall be produced to this honourable court will more fully appear

And your oratrixes and orator further show that some time after the execution of the said indentures of lease and release the said Francis Newman the younger deserted your oratrix Frances his wife and went abroad leaving your said oratrix without any other provision than the said yearly rent charge or sum of £100

And your oratrix and orator further show that the said Simon Payne was at that time employed as an attorney by the said Francis Newman the younger and concerned in all or most issues affairs

And the said Simon Payne had the entire management of the said Francis Newman the younger

And your oratrixes and orator further show that the said Simon Payne alone entered on the said messuages lands and hereditaments under the trust of the said indentures of Release upon or soon after the date and execution thereof and received the rents and profits thereof and ever since has been and now is in possession thereof or receipt of the rents and profits thereof and has paid your oratrix Frances Newman some sum of money in respect of her annuity or yearly rent charge of £100 but he pretends the annual rents and profits of such estates are not sufficient to pay such annuity and he has by his agents and particularly by his brother John Payne cut down or caused to be cut down all or great or some part of the timber trees and other trees and the greatest or some part of the saplings and young trees growing on the said lands and particularly several trees likely to become timber but not fit to be cut as such and has sold and disposed of great part thereof an applied the money to his own use and such parts of the said timber trees and saplings as have not been sold or disposed of by him the said Simon Payne are now lying on the said estates and doing very considerable damage to the tenants and occupiers thereof and by the means aforesaid an otherwise the said Simon Payne hath committed great waste spoil and destruction on the said estates and threatens

and intends to continue so to do unless he is restrained by the order or injunction of this honourable court from so doing

And your oratrix and orator further show that your oratrix Frances Charlotte Newman is the daughter and only child of the said Francis Newman the younger and your oratrix Frances his wife and entitled to an estate in fee simple in the said messuages and premises expectant on the decease of the said Francis Newman younger and your oratrix Frances his wife and subject to the contingency of their having other issue and also subject to the contingency of your orator Francis Newman the elder having issue male

And your oratrix Frances Newman and your orator on her behalf have frequently by themselves and their agents applied to the said Simon Payne and requested him to account for the rents and profits of the said lands hereditaments and premises accrued and received by him since he has been in the possession thereof as aforesaid and how from time to time to pay your oratrix Frances Newman the arrears of her said annuity or yearly rent charge of £100

And your oratrixes and also your orator on their behalf and also on behalf of such issue male as he may hereafter have in case he should have any such have also by themselves and their agents requested the said Simon Payne to forbear cutting down any other of the timber trees and other trees and saplings growing on the said estates committing any waste thereof and to account and make satisfaction for the waste so committed

And your oratrixes and orator hoped the said Simon Payne would have complied with such requests as in justice ought to be done

But now so it is may it please your lordship that the said Simon Payne combining and confederating with the said Thomas Watson and also with the said Francis Newman the younger who resides abroad out of the jurisdiction of this honourable court as aforesaid and with John Tucker of Puriton in the county of Somerset now or lately an attorney at law and with divers other persons at present unknown to your oratrix and orator whose names when discovered your oratrixes and orator pray may be herein inserted and made parties defendants hereto with apt words to charge them and contriving how to injure your oratrixes and orator in the premises the said Simon Payne refuses to pay your oratrix Frances Newman the arrears of her said annuity or yearly rent charge of £100 or to forbear committing waste on the said estates and pretends he has not received the rents and profits of the said messuages lands hereditaments and premises sufficient to pay your oratrix Frances Newman her said annuity and that he has not committed any waste on the said lands or cut down any trees or saplings growing thereon

Whereas your oratrixes and orator charge that the said Simon Payne has received the rents and profits of the said lands hereditaments and premises up to the 10th day of October now last past, and the said Simon Payne has some times admitted that he has charged in his accounts large sums of money as paid by him on the account of the said Francis Newman the younger which he insists on retaining out of the rents and profits of the said estates and particularly the sum of £20 or thereabouts or some other sum which he has charged as paid by him or his agent William Hill to your oratrix Frances Newman for a journey into Wales taken by your said oratrix on the affairs of the said Francis Newman the younger and he insists he has a right to

deduct such sums of money and particularly the said sum of £20 out of the rents and profits of the said trust estates

Whereas your oratrix charges that the clear rents and profits of the said trust estate ought to be first applied in payment of the said annuity or yearly charge of £100 to your oratrix Frances Newman

And the sum of £20 so alleged to have been paid to your said oratrix ought to have been paid to your said oratrix by the said Simon Payne out of the effects of the said Francis Newman the younger her husband in the hands of the said Simon Payne and particularly your said oratrix charges that the said journey was taken solely on the account of the business of her said husband and for the settlement of his affairs

And your oratrix was particularly requested by her said husband to take such journey and the said Simon Payne knew thereof

And the said Simon Payne has possessed himself of considerable property belonging to the said Francis Newman the younger and particularly divers household goods furniture wearing apparel and other effects of the said Francis Newman the younger and of your oratrix respectively which he has sold and disposed to his own use and especially divers articles the separate property of your oratrix

And although the said sum of £20 has been paid by the said William Hill the same has not been repaid by the said Simon Payne to the said William Hill and a great part thereof was actually employed in discharging small debts and engagements of the said Francis Newman the younger

And the said Simon Payne sometime admits he has cut down or caused to be cut down by the said John Payne and others or was privy to or knew of the cutting down of divers timber trees and other trees and saplings growing on the said trust estates and gave orders or directions touching or concerning the same and committed waste thereon and insists he has a right so to do

Whereas your oratrixes and orator charge that your orator was tenant for life of the said estates impeachable of waste with remainder to his first and other son and sons successively in tail male previous to the execution of the said indentures of lease and release and there is yet a possibility of your orator having a son or sons and no power is given by the said indentures of lease and release to the said Simon Payne to commit waste and your oratrixes and orator charge that the said Simon Payne by cutting down the timber trees and other trees and saplings growing on the said trust estates and committing waste thereon has done considerable injury to the inheritance of the said trust estates limited to the first and other son and sons of your orator as well as to the estates limited to your oratrixes in the said trust premises by the said indenture of release

And therefore your orator and oratrixes charge that your oratrix Frances Charlotte Newman is the first owner of any estate of inheritance in the premises in being and as such is entitled to the benefit of all the timber so cut as aforesaid

And the said Simon Payne ought to account for and pay the value thereof with interest and the said Payne ought to be restrained by the order or injunction of this honourable court from receiving rents from the trust estate and from committing any further waste spoil or destruction on the said trust premises or any part thereof

And the said Simon Payne ought to set forth a full true and particular account of the timber and other trees and saplings so cut down by him aforesaid and the amount of

the damages by him done to the inheritance of the said trust estates by reason of cutting down such tress and saplings and committing waste on the said trust estates as aforesaid and to pay the value of such timber with interest as aforesaid and make satisfaction for such damages to the said estates

And sometimes the aid Simon Payne and also the said Thomas Watson and John Tucker pretend that they never had any notice of the said indentures of the 14th and 15th February 1783 until very lately or that such indentures of lease and release were a voluntary conveyance on the part of the said Francis Newman the younger and entirely without consideration

And they pretend that by **Indentures of Lease and Release** bearing date the 28th and 29th of September 1783 the Release made between

1. the said Thomas Watson and Simon Payne
2. the said Francis Newman the younger and your oratrix Frances his wife
3. John Lamb Cooke gent

Reciting the said indentures of lease and release of the 14th and 15th February 1783 in consideration of £500 therein mentioned to have been paid by the said John Lamb Cooke to the said Francis Newman the younger the said Thomas Watson and Simon Payne.

And the said Francis Newman the younger and your oratrix Frances his wife did convey the said messuages farms lands and hereditaments comprised in the said indentures of the 14th and 15th February 1783 to the said John Lamb Cooke and his heirs to the uses upon the trusts for the intents and purposes and subject to the powers and agreements use of the said John Lamb Cooke his executors administrators and assigns for the term of 500 years subject to redemption as therein and hereinafter mentioned and from and after the expiration of the said term and subject thereto and to the payment of the said sum of £500 and interest and also subject to the payment of such further sums as should be advanced to the said Francis Newman the younger by the said John Lamb Cook his heirs executors administrators and assigns to the use of the said Thomas Watson and Simon Payne and their heirs upon the trusts in the indenture of the 15th February 1783 mentioned and in the said indentures was contained a proviso for redemption of the same premises on payment by the said Francis Newman the younger his heirs executors or administrators of the sum of £500 and interest

And they pretend that the said Francis Newman the younger and your oratrix Frances Newman his wife levied a fine of the said messuages and premises to the uses in such indenture of 29th September 1783 mentioned and that the said term of 500 years by some lawful assignment in 1785 became vested in one Samuel Norman subject to redemption on payment of the sum of £1,200 and interest and is now vested in the said John Tucker by assignment from the said Samuel Norman for securing £1,200 and interest

Whereas your oratrix and orator charge that the said Simon Payne and Thomas Watson had full notice of the said Indentures of lease and release of the 14th and 15th February 1783 upon the execution of the said indentures of 28th and 29th September 1783 and the said Simon Payne prepared all such indentures of lease and release respectively

And the said John Lamb Cook is the brother in law of the said Simon Payne and the said John Lamb Cook did not pay the said sum of £500 or part thereof to the said Francis Newman the younger in cash bills notes or otherwise but such indentures of 28th and 29th September 1783 were a fraudulent contrivance of the said Simon Payne and Francis Newman the younger to defeat your oratrix of the benefit of the settlement aforesaid

And the said Simon Payne prepared the same and procured the same to be executed without the knowledge or your orator Francis Newman the elder and deceived and imposed upon your oratrix Frances Newman

And the said Thomas Watson therein and told your oratrix and the said Thomas Watson that your oratrixes said annuity would not be affected thereby

And your oratrixes and orator charge and insist that such mortgage ought to be deemed void against your oratrixes and orator and particularly against your oratrix Frances Newman and if not yet the rents and forfeits of the said messuages and premises ought to be applied in the first place in paying the said rent charge or annuity of £100 a year to your oratrix Frances Newman for her separate use and the remainder ought to be applied to redeem the said mortgage

Whereas your oratrixes and orator charge that the said Samuel Norman ever advance such sum of £1,200 to or for the use of the said Francis Newman the younger in cash bills notes or otherwise and if he did he had notice of the said indentures of lease and release of the 14th and 15th February 1783 before he advanced and paid the said sum of £1,200 or any part thereof

And the said John Tucker obtained an assignment of such mortgage at the instance of the said Simon Payne and did not pay the full sum of £1,200 to the said Samuel Norman for the same and he has in his custody or power such indentures of lease and release of the 14th and 15th February 1783 and 28th and 29th September 1783 and divers other deeds and writing relating to the said premises and the said John Tucker is or lately was a partner with the said Simon Payne and divided the profits of the transfer of such mortgage with the said Simon Payne and was prevailed upon by the said Simon Payne to take an assignment of the said mortgage who held out to the said John Tucker that in a short time the said Simon Payne and John Tucker might probably get at the estate and interest of the said Francis Newman the younger in the said estates and premises for a trifling consideration the said Francis Newman the younger being in very distressed circumstances and in great want of money

And your oratrixes and orator charge that the said Simon Payne and John Tucker contrived the means aforesaid for the purpose of getting the said estates and premises in their own hands in order to derive to themselves the benefit of the said annuity of £100 per annum payable to your oratrix Frances Newman and to deprive her of the same

And the said Simon Payne have or one of them hath actually consulted one or more person or persons as to the value of the said Francis Newman the younger's interest in the said estates

And your oratrix the said Frances Newman further charges that the said Simon Payne refused to pay to your oratrix the arrears of her said annuity because she refused to make an affidavit for and on behalf of the said Simon Payne against her own father your orator the said Francis Newman the elder in one of his Majesty's

Courts of Law or Equity at Westminster until which time he regularly paid the same and that upon your oratrixes refusal to make such affidavit the said Simon Payne declared he would show your oratrix the said Francis Newman the power of a trustee and from that time hath refused to pay the annuity to your oratrix

And your oratrixes and orator further charge that the said Simon Payne hath in manner aforesaid and otherwise acted very improperly in the trusts created by the said indenture of release and vested in him and the said Thomas Watson as aforesaid and the said Thomas Watson declines acting with him therein and therefore the said Simon Payne ought to be discharged from the trusts of the said indentures of release and a new trustee appointed in his room to act with the said Thomas Watson in the said trusts or both the said Thomas Watson and Simon Payne ought to be discharged from the trusts of the said Indenture of Release and other persons ought to be appointed to act in their stead and a receiver ought to be appointed of the said estates to apply the rents and profits thereof as the Court shall direct and the said John Tucker ought to be compelled to resort to the said Francis Newman the younger for payment of his demands if any he has

And the said Francis Newman the younger now resides abroad beyond the seas and out of the jurisdiction of this honourable court and both he and the said John Tucker give countenance to the aforesaid unfair transactions of the said Simon Payne and permit him to remain in possession of the said messuage and premises and to commit waste and spoil therein

All which acts refusals and pretences of the said confederates are contrary to Equity and good conscience and tend to the injury of your oratrixes and orator

In consideration whereof and for as much as your oratrixes and orator are remediless in the premises save by the assistance of a Court of Equity where matters of this nature are alone properly cognizable and relievable

And to the end that the said Simon Payne Thomas John Tucker and Francis Newman the younger when he shall become amenable to the process of the honourable court and the rest of the confederates when discovered may upon their and respective corporal oaths and according to the cost and utmost of their several and respective knowledge remembrance information and belief full true and direct and perfect answer make to all and singular the several matters aforesaid as fully and particularly as if the same were here again repeated and they thereunto distinctly interrogated and more especially that they may in manner aforesaid answer and set forth

Whether your orator was not previous to or at or about the time aforesaid or at some other and what time seized of such estate as aforesaid or of some other and what estate of and in the said trust premises with such remainders as aforesaid or with some other and what remainders in particular and whether such indentures of Lease and Release as hereinbefore mentioned to bear date respectively the 14th and 15th February 1783 were not duly made and executed by and between such parties and to such purport or effect as hereinbefore for that purpose set forth so far as the same are set for the or by or between some other and what parties and to some such or the like or some other and what purport or effect and whether such indentures of Lease or Release or one of them are not or is not now in the custody or power of the said Simon Payne or what is become thereof

And whether after the execution of the indentures of Lease and Release and at what time in particular the said Francis Newman the younger did not desert your oratrix Frances his wife and go abroad and whether he did not leave your said oratrix without any other provision that the said sum of £100 a year or with what other provision in particular

And whether the said Simon Payne was not at that or at some other and what time employed as an attorney by the said Francis Newman the younger and concerned in all or most or some and which of his affairs

And whether the said Simon Payne had not entire management of or some and what control and whether he is not now or at some time and when last was in the possession thereof or of some and what part thereof or in receipt of the rents and profits thereof or of some and what part thereof or who from time to time since the date and execution of the said Indentures of Lease and Release has been in receipt of the rents and profits of the said estates

And whether the said Simon Payne has not refused to account to your oratrix Frances Newman for the same and what sums or sum of money he paid to your oratrix Frances Newman on account of her said annuity or yearly rent charges of £100

And whether he has not refused to pay your said oratrix the arrears of her said annuity from some and what time and whether he did not refuse to pay the same on account of her refusing to make an affidavit on behalf of the said Simon Payne against your orator the said Francis Newman the elder or in any other and what account and for what other reason

And whether the said Simon Payne did not upon your oratrixes refusal to make such affidavit declare that he would show your oratrix the said Frances Newman the power of a trustee and did not from that time or when else in particular refuse to pay your oratrix the same and if so why so

And whether the said Simon Payne has not by his agents and particularly by his brother John Payne or by whom cut down or caused to be cut down or given some and what orders or directions for cutting down all or some and what part of the timber trees and other trees and saplings growing on the said trust estates or some and what part thereof and has not sold and disposed of great or some and what part thereof and applied the money arising thereby to his own use or to some other and what purposes or purpose in particular

And whether such parts of the said timber trees and other trees and saplings as have not been sold or disposed of by the said Simon Payne or some and what part thereof are not now lying on the said estates doing very considerable or some and what damage to the tenants and occupiers thereof

And whether the said Simon Payne has not committed great or some and what waste spoil and destruction on the said trust estates and does not threaten and intend to continue so to do and if so why so

And whether the said Simon Payne has not received the rents and profits of the said trust estates or some and what part thereof from the date of the said Indenture of Lease and Release up to the said 10th day of October now last past or from some and what time until some and what time

And whether the said Simon Payne has not charged in his accounts all or some and what sums or sum of money as paid by him on account of the said Francis Newman the younger and has not insisted on retaining the same out of the rents and profits of the said trust estates received by him as aforesaid and if so why so and particularly whether the said Simon Payne has not charged to your oratrix the sum of £20 or thereabouts or some other and what sum of money for or on account of a journey into Wales or some other and what place on the affairs of the said Francis Newman the younger or on some other and what account and has not insisted he has a right to deduct the several sums of money charged in her accounts as paid by him on the account of the said Francis Newman the younger and particularly the said sum of £20 out of the rents and profits of the said trust estate and if so why

And whether the clear rents and profits of the said trust estates ought not in the first place to be applied in payment of the said annuity or yearly rent charge of £100 to your oratrix Frances Newman and if not why not

And whether the said sum of £20 so alleged to have been paid to or on account of your said oratrix ought not to have been paid to your said oratrix by the said Simon Payne out of the effects of the said Francis Newman the younger her husband in the hands of the said Simon Payne or otherwise and how in particular and if not why not

And particularly whether the said journey was not taken solely on account of the business of her said husband and for the settlement of his affairs or on some other and what business in particular

And whether your oratrix was not particularly requested by her husband to take such journey and whether the said Simon Payne has not possessed himself of considerable or some and what property belonging to the said Francis Newman the younger and particularly divers or some and what household goods and furniture wearing apparel and other effects of the said Francis Newman the younger and of your oratrix respectively or of one and which of them

And whether the said Simon Payne has not sold and disposed thereof or of some and what part thereof to his own and especially divers or some and what articles the separate property of your oratrix

And whether the said sum of £20 or some such sum has not been paid by the said William Hill or some other and what person to your oratrix the said Frances Newman on account of the said Francis Newman the younger and whether the same or any and what part thereof was ever and when paid by the said Simon Payne to the said William Hill and whether great or some and what part thereof was not actually employed in discharging some and what small debts and engagements of the said Francis Newman the younger or otherwise and how in particular

And whether the said Simon Payne had any and what right to cut down the timber trees and other trees and saplings growing on the said estates and to commit waste thereon and if so how so

And whether your orator was not previous to the execution of the said indentures of Lease and Release or at some other and what time tenant for life of the said trust estates impeachable of waste with remainder to his first and other son and sons successively in tail male or what estate or interest in particular your orator had in the said trust estates and whether there is not yet a possibility of your orators having a son or sons

And whether the said Simon Payne has not by the means aforesaid or by some other and what means done very considerable or some and what injury to the inheritance of the said trust estates limited to the first and other son and sons of your orator as aforesaid as well as to the estate limited to your oratrixes in the said trust premises by the said Indenture of Release

And whether your oratrix Frances Charlotte Newman is not the first owner of any estate of inheritance in the premises in being and is not as such or otherwise and how or who is entitled to the benefit of al or some and what part of the timber so cut as aforesaid and if not why not

And whether the said Simon Payne ought not to account for and pay the value thereof with interest and if not why not

And whether the said Simon Payne and Thomas Watson or one and which of them had not full notice or some and what notice of the said Indentures of Lease and Release of the 14th and 15th February 1783 before the execution of the said Indentures of the 28th and 29th September 1783 and when and by what means they first respectively had notice or knew or were informed thereof

And whether the said Simon Payne did not prepare all or some and which of the said Indentures of Lease and Release or b whom were the same respectively prepared

And whether the said John Lamb Cook is not the brother in law of or in some and what way related to the said Simon Payne

And whether the said John Lamb Cook did pay the said sum of £500 or any and what part thereof to the said Francis Newman the younger and in what manner and particularly whether in cash bills notes and how much of each or otherwise and how in particular

And when where and in whose presence the same and every or any and what part thereof was paid and whether the said Indenture of Lease and Release of the 28th and 29th September 1783 were not a fraudulent contrivance of the said Simon Payne and Francis Newman the younger or one and which of them to defeat your oratrix of the settlement aforesaid or with what intention or design were the same made and executed and whether the said Simon Payne did not prepare the said Indenture or cause the same to be prepared or by whom were the same prepared

And whether he did not procure the same to be executed without the knowledge of your orator Francis Newman the elder and did not deceive and impose upon your oratrix Frances Newman and the said Thomas Watson therein and did not tell or intimate to your said oratrix and the said Thomas Watson or one and which of them that your oratrix's said annuity would not be affected thereby and whether the said mortgage ought not to be deemed void against your oratrixes and orator and particularly against your oratrix Frances Newman and if not whether the rents and profits of the said messuages and premises ought not to be applied in the first place in paying the said rent charge or annuity of £100 a year to your oratrix Frances Newman for her separate use

And whether the remainder ought not to be applied to redeem the said mortgage and if not why not

And whether the said Samuel Norman did ever and when advance the said sum of £1,000 or any and what part thereof to and for the use of the said Francis Newman the younger and whether in cash bills or notes and how much of each or otherwise

and how in particular and when where and in whose presence and in what manner he advanced the same and every or any and what part thereof

And whether the said Samuel Norman had not full notice or some and what notice or information of the said Indenture of Lease and Release of the 14th and 15th February 1783 before he advanced and paid the said sum of £1,000 if he actually advanced the same and particularly when he first knew or was informed of the said Indentures of Lease and Release and by what means

And whether the said Samuel Norman has and had the custody of the said mortgage from the time he took the same until he assigned the same to the said John Tucker and if he has so assigned the same and particularly whether the said John Tucker did not obtain an assignment of the said mortgage at the instance of the said Simon Payne or at whose instance in particular

And whether the said Samuel Norman was not a long time uneasy and dissatisfied about the said mortgage

And whether the said John Tucker did not pay the full sum of £1,000 and what part thereof to the said Samuel Norman for the assignment of the said mortgage and if so when and in whose presence and in what manner he paid the same and whether in cash notes or bills how much of each

And whether the said John Tucker has not in his custody or power the said Indentures of Lease and Release of the 14th and 15th February 1783 and the 28th and 29th September 1783 or some or one and which of them and also divers or some other and what deeds and writings relating to the said premises or in whose custody or power are such deeds and writings respectively

And whether the said John Tucker is not or lately was a partner with the said Simon Payne and did not divide or intend to divide the profits of the transfer of such mortgage with the said Simon Payne

And whether the said John Tucker had not notice of the said indentures of Lease and Release of the 14th and 15th February 1783 previous to his taking such transfer and when in particular and whether the said Simon Payne and John Tucker did not contrive to get the transfer of the said mortgage with a view to get the estates and premises and the title deeds thereof in their own hands and to obtain the estates and interests of the said Francis Newman the younger for a small consideration and to derive to themselves benefit of the said annuity and to deprive your oratrix Frances Newman of the same and that the said Simon Payne may particularly set forth whether he was not the first person who proposed or attempted to withhold the annuity from your oratrix Frances Newman and whether he was not instigated so to do out of resentment towards her and whether he did not conceive that your oratrix was not able to sustain suit for recovery of the same knowing that if the annuity was so withheld from her that she had not the means of procuring the common necessaries of life

And whether the said Simon Payne does not know or believe that your oratrix has been without any support from the said Francis Newman the younger ever since the said Simon Payne withheld the annuity from you oratrix the said Frances Newman

And that the said Simon Payne may set forth a full true and particular account of all timber trees and other trees and saplings felled or cut down by him or by his orders or with his privity or knowledge of the said estates or any part thereof and when

felled or cut down and by whom and for what purposes respectively and the measures and values of such trees and saplings respectively

And also a full true and particular account of all sum and sums of money which have or have been received by him or by any persons or person by his order or for his use by sale of the said timber trees and other trees and saplings cut down by him on the said trust estates and also the numbers descriptions and values of the trees and saplings so cut down as aforesaid and remaining unsold or undisposed of and the full and true amount of the damages done by him by the means aforesaid to the said estates

And whether he the said Simon Payne has not by the means aforesaid or by some other and what means acted very improperly or otherwise and how in the trusts created by the said indenture of release and vested in him and the said Thomas Watson and if so why as

And whether the said Thomas Watson does not refuse to act in the said trusts of the said Indenture of Release with the said Simon Payne

And to join your orator and oratrixes in this suit

And whether the said Francis Newman the younger does not reside abroad beyond the seas and out of the jurisdiction of this honourable court or elsewhere and where in particular

And when the said Simon Payne last heard from him by letter or otherwise and where the said Francis Newman then was and whether the said Simon Payne cannot form some conjecture or belief as to the said Francis Newman the younger's present place of residence and where he believes he now resides

And whether the said Francis Newman the younger does not countenance the aforesaid unfair transactions of the said Simon Payne and that the said Simon Payne may set forth a full true and particular account of the rent and profit of the said trust estates received by him or by any person or persons by his order on his account or for his use or which without his wilful default he might have received during the time he has so been in possession thereof as aforesaid

And when and of whom and for what the same and every part thereof was so received and how he has applied and disposed thereof

And when and to whom and for what and on what account respectively and what part such rents and profits now remains unapplied and undisposed of in the hands of the said Simon Payne and to what amount

And that an account may be taken under the direction of this Honourable Court of the rents and profits of the said trust estates accrued due and received by the said Simon Payne during the time he has been and so long as he shall be in the possession thereof as aforesaid

And that the said Simon Payne may thereout be decreed in the first place to pay your oratrix Frances Newman the arrears and growing payments of her said annuity or yearly rent charge of £100 and that an account may also be taken of the timber trees and other trees and sapling cut down by the said Simon Payne or by his order or with his privity or knowledge on the said trust estates and of the value of such trees and saplings respectively and of the waste committed by the said Simon Payne in the said trust estate and the damage done to the said trust estates and the

inheritance thereof by such means and that the said Simon Payne may be decreed to pay the full value of such timber trees and other trees and saplings so cut down by him or by his order or with his privity or knowledge as aforesaid with interest

And to answer the damage done by him to the said trust premises and the inheritance thereof as aforesaid or otherwise to make full satisfaction to the said trust estates and the persons entitled or who may be entitled thereto in respect of the matters aforesaid and that what shall be coming on account aforesaid may be secured for the benefit of your oratrix Frances Charles Newman or such person or persons as may be entitled thereto

And that the said Thomas Watson and Simon Payne may be discharged from the trusts of the said Indenture of Release and that new trustees may be appointed in their stead to act in the trusts of the said Indentures of Release

And that the said Simon Payne and Thomas Watson may be decreed to execute a proper conveyance of the said trust estates to such new trustees so to be appointed as aforesaid in the stead of Simon Payne and Thomas Watson and that in the meantime the said Simon Payne may be restrained by the order or injunction of this Honourable Court from receiving any of the rents of the said trusts estates and from cutting down any timber trees or other trees or saplings growing on the said trust premises or otherwise committing any waste or spoil or destruction on the said premises or part thereof

And that a receiver may be appointed of the rents and profits of the said trust premises and may thereout pay the said annuity to your oratrix Francis Newman and pay the residue or such rents and profits as the court shall direct and if it shall appear to the satisfaction of this Honourable Court that the said John Tucker has any charge or incumbrance on the said estate or any part thereof which lands between him and your oratrix Francis Newman affect the right and such of your said oratrix to or in such state then that an account may be taken of the money due to the said John Tucker for privy money and interest in respect of such charge or incumbrance and that the said defendants Francis Newman Simon Payne and Thomas Watson or some or one of them may pay the money which appears due

And that your oratrixes and orator may have such further and other relief in the premises as to your lordship shall deem meet

May it please your lordship the premises considered to grant unto your orator and oratrixes not only his Majesty's most gracious writ of Injunction issuing out of and under the seal of this Honourable Court for the purposes aforesaid but also his Majesty's most gracious writ or writs of subpoena to be directed to the said Simon Payne Thomas Watson and John Tucker and also to the said Francis Newman the younger when he shall become amenable to the process of this honourable court and the rest of the confederates when discovered thereby commanding them and every of them at a certain day and under a certain pain therein to be limited personally to be and appear before your lordship in this Honourable Court and then and there true direct and perfect answer make to all and singular the premises and further to stand to perform and abide such further order direction and decree therein as to your lordship shall deem meet

**PUBLIC RECORD OFFICE
CHANCERY PROCEEDINGS**

C12/629/31 Answer of Francis Newman the younger dated 5 October 1789

Answer by Francis Newman the younger esquire one of the defendants to the original and amended Bill of complaint of Frances Newman wife of the said defendant and Frances Charlotte Newman and infant by Francis Newman the elder esquire their next friend and also the said Francis Newman the elder complainants

Dated 5 October 1789

This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of description which can or may be had or taken to the manifold error uncertainties insufficiencies and imperfections in the said complainant said bill of complaint contained for answer thereunto unto so much thereof as this defendant is advised is material or necessary for him to make answer unto he this defendant answers and says he has been informed and believes that Francis Newman formerly of North Cadbury co. Somerset deceased uncle of the complainant Francis Newman being seized among other estates of the estate and premises in the said complainants bill mentioned in and by his last will and testament bearing date on or about the 30th May 1767 and attested in such manner as in law required for and after giving several pecuniary legacies and charging the same on his real estates in case his personal estate should be insufficient for payment thereof and subject as aforesaid he the said Francis Newman devised his real estate to the said trustee their heirs and assigns

To the use of his nephew the said complainant Francis Newman for his life with remainder to the said trustees to preserve contingent remainder with remainders to the first and other sons of the body of the said complainant Francis Newman in tail male successively with remainder to the said testator Henry Newman clerk father of this defendant for his life with remainder to the said trustees to preserve contingent remainders with remainder to the first and other sons of the body of the said Henry Newman in tail male successively with divers remainder and remainders to the right heir of the said estates in fee and a power was thereby given for any of the tenants for life in possession of the premises to limit and appoint any part of the estate except as herein is excepted to any woman or women they might marry for life not exceeding the value of £200 a year, but this defendant for his greater certainly craves leave to refer to the said will when the same shall be produced to this Honourable Court

And this defendant says he has been informed and believes that after the death of the said testator Francis Newman the said Doddington Hunt alone only proved the said will and was proceeding to execute the trusts but that the said complainants Francis Newman the first tenant for life got into possession of the whole of the said estate and premises and into the receipt of the rents and profits thereof

And this defendant has been informed and believes that the said complainant [*Frances*] Newman settled part of the said testator's estate consisting of the rectory of Queen Camel parsonage farm glebe lands and tithes exceeding the yearly value of £200 viz the yearly value of £250 or thereabouts on her the said complainants wife Jane Newman since deceased and the defendant further says the said complainant Francis Newman has not any issue male nor has since had any issue male as this

defendant verily believes and the said complainant Francis Newman is now of the age of 72 years of age or thereabouts as this defendant has been informed and verily believes and this defendant says that on or about the [blank] day of [blank] 1779 this defendant who was then the eldest son of the said Henry Newman and as such first tenant in tail male in remainder of the said estate expectant on the death of the said Francis Newman without issue male and on the deaths of the said Henry Newman intermarried with the said complainant Frances Newman the eldest daughter of the said complainant Francis Newman the elder and at the time such intermarriage this defendant was an infant under the age of 21 viz the age of 20 years or thereabouts as this defendant verily believes and this defendant had for some time previous thereto lived with the said complainant Francis Newman the elder who encouraged and approved of the defendants addresses to his said daughter and the said marriage was had with the knowledge and approbation of the said complainant Francis Newman and the said complainant Francis Newman previous to the said marriage promised and agreed that he would upon or immediately after the marriage of this defendants with the said Frances his said daughter surrender and give up the possession of parts of the said estate to which he the said complainant was entitled for his life under the said will of the said testator that is to say a messuage farm and lands called Sparkford Farm ad messuages farm and lands in South Cadbury consisting of several tenements laid together containing 200 acres (be the same more or less) then in the occupation of John Ryal as tenants thereof the premises in the said will mentioned being the same or considered to be as or for such as this defendant believes unto the defendant as a provision or marriage portion with his said daughter the said Francis [or Frances?] Newman and this defendant further says that shortly after the said marriage the said complainant Francis Newman instead of immediately performing his said promise and agreements proposed that as soon as this defendant attained his age of 21 years recovery should be suffered of the said estates and the said complainant Francis Newman promised the defendant that upon or immediately after suffering such recovery he the said Francis Newman the elder would surrender or convey and give up the possession of the said messuage farm and lands called Sparkford Farm and the said messuage farm and lands in South Cadbury to the defendants and this defendant says that the said complainant Francis Newman the elder gave direction or instruction to his own attorney or attorneys to prepare the necessary deeds for suffering the said recovery as this defendant verily believes

And this defendant further says that in Trinity term 1780 this defendant having attained his age of 21 years as this defendant believes a Recovery was suffered of all the said estates and the uses of such recovery were declared by certain indenture of Release dated **21 May 1780** and made or mentioned to be made between

1. Complainant Francis Newman
Jane his wife
2. Henry Newman
3. This defendant and Frances Newman this defendant's wife
4. Michael Barber Gent
5. Thomas Rodber gent
John Ward gent

To the use of the said complainant Francis Newman for his life with remainder to the said Thomas Rodber and John Ward to preserved contingent remainder with remainder as the Rectory of Queen Camel and the farm then or thentofore called Parsonage Farm and all the glebe lands and tithes of corn grain and hay to the said rectory belonging situating lying being and arising in the parish or rectory of Queen Camel co. Somerset with their appurtenances of the yearly rent or value of £250 or thereabouts as this defendant has been informed and verily believes

To the use of the said Jane Newman for her life for her jointure according to certain deed poll therein mentioned

And as to the said Rectory farm lands and tithes from and immediately after her decease

And as to all other the messuages farms lands tenements hereditaments and premises after the decease of the said complainant Francis Newman

To the use of the first and other son and sons of the said complainant Francis Newman in tail male successively with remainder as to Sparkford Farm and then or then late in the tenure or occupation of William Tooleh

And all the said messuage farm and lands consisting of several tenements laid together in South Cadbury and then or then late in the tenure or occupation of John Ryal the estates and premises in the said complainants Bill mentioned being the same or considered to be for such be as this defendant believes

To the use of this defendant and his assigns for his life with remainder to the said Frances Newman his wife for her life for her jointure and in lieu of dower with remainder to this defendant in fee

And as to the other the messuages lands rectories tithes advowsons hereditaments and premises with their appurtenances from and immediately after the determination of the several uses and estates thereinbefore declared limited or created thereof and as and when the same uses and estates should respectively end and determine

To the use of this defendant in fee

But this defendant for his greater certainty craves leave to refer to the said indenture and to the exemplification of the said Recovery when the same shall be produced to this Honourable Court

And this defendant further says that previous to or at the time of the execution of the said Indenture this defendant was informed by the said Francis Newman the elder or by his attorney or attorneys that the deed or deeds of Release of the said Sparkford Farm and the lands in South Cadbury were not yet finished or ready for execution but that the same would be shortly finished or ready and the said complainant Francis Newman the elder promised to execute the same

And this defendant further says that Tomas Pickering then of Lincoln's Inn London Esq was consulted by the said complainant or his attorney or attorneys as defendant has been informed and believes on the business of the said Recovery and intended Release to this defendant

And this defendant says that in a case which appears to have been laid before the said Thomas Pickering it is stated amongst other things as follows that is to say "and it is intended after suffering such Recovery to surrender the possession of part of the premises to Henry Newman's eldest son"

And this defendant further says that a draft of Release of the said premises from this complainant Francis Newman to this defendant his heirs ad assigns was actually prepared and the same is dated the 16th June 1780 and in the margin thereof there are the words following that is to say "not to be executed before the day of date T.P." but this defendant for his greater certainly craves leave to refer to the said case and draft respectively now in the possession or power of this defendant when the same shall be produced to this Honourable Court

And this defendant further says that after the execution of the aforesaid indentures and suffering the said Recovery the said complainant Francis Newman notwithstanding his said promises and agreements avoided surrendering or conveying and delivering up the possession of the said last mentioned premises to this defendant and although this defendant frequently requested and entreated the said complainant Francis Newman to surrender or convey and deliver up the same to this defendant this defendant could not prevail on the said complainant Francis Newman so to do but the said complainant Francis Newman put this defendant off with promises and excuses from time to time until some time in or about the beginning of the year 1783 whereby this defendant became greatly distressed in his circumstances this defendant not having as the said complainant Francis Newman well [k]new as this defendant verily believes any immediate fortune or provision for his support and maintenance

And this defendant was under the necessity of contracting debts which this defendant accordingly did and some time in or about the beginning of the year 1783 the said complainant Francis Newman the elder being as this defendant believes about if not upwards of 66 years of age and without much prospect of issue male and knowing as this defendant verily believes of such this defendants distress and that this defendant was in want of immediate support and relief and taking advantage thereof as this defendant verily believes he the said complainant Francis Newman agreed to release and deliver up the said farm and lands called Sparkford Farm and the said lands in South Cadbury hereinbefore and in the said Bill mentioned the whole of which was the [total?] of the yearly rent or value of £520 and thereabouts and no more upon this defendants releasing and conveying to him the said complainant Francis Newman or as he should direct or appoint this defendants reversion or remainder in fee and in the parsonage farm great tithes and glebe lands and premises of Queen Camel aforesaid expectant on the decease of him the said complainant Francis Newman without issue male of his body and on the decease of his said wife Jane his then wife who was then of the age of 60 years or thereabouts as the defendant has been informed and believes and which Parsonage Farm tithes and lands were of the yearly value of £250 or thereabouts aforesaid

And also the defendants reversion or remainder in fee of and in North Leaze Park in the parish of North Cadbury and other lands adjoining expectant on the decease of the said complainant Francis Newman without issue male of his body and which last mentioned park and lands were of the yearly value of £150 or thereabouts making together £400 a year or thereabouts or the said complainant Francis Newman made some offer or agreement with this defendant to that or the like or some such effect to the best of this defendant remembrance and belief

And this defendant who was then of the age of 23 years only or thereabouts and in great distress and want of support and relief as aforesaid were obliged or induced to submit to the terms and conditions of the said complainant Francis Newman in order

to obtain a present income to arise from the said several estates so to be released and given up by the said complainant Francis Newman for or towards the defendant's support and relief and thereupon or very shortly afterwards the complainant executed and this defendant was prevailed on or induced under the circumstances aforesaid to execute such indentures of Lease and Release bearing date respectively 14th and 15th February 1783 the release between such parties as in the said complainants bill mentioned and whereby after reciting to such purport and effect as therein and in the said bill mentioned the said Sparkford Farm and lands in South Cadbury in the said bill mentioned were released and conveyed to such uses and upon such trusts as in the said complainants bill mentioned and in default of issue female of this defendant by the said Frances his wife in trust for the younger son and sons of this defendant on the body of the said Frances his wife their heirs and assigns as tenants in common and in default of such issue then in trust for the eldest and only son of this defendant on the body of the said Frances his wife his heirs and assigns and in default of such male and female issue in trust for the right heirs of this defendant for ever one part of which said last mentioned indentures is now or was in the custody or power of this defendant and one other part thereof in the hands custody or power of the said complainant Francis Newman as this defendant believes

And this defendant was also at the same time prevailed on or induced under the circumstances aforesaid to execute together with the said complainant Francis Newman several deeds or indentures following, that is to say a certain indenture of lease and release dated **14 and 15 February 1783**, the release between:

1. Complainant Francis Newman
Jane his wife.
2. This defendant
3. Henry Sampson, gent
Simon Payne gent another defendant

Whereby reciting among other things the said indenture of lease and release in the said complainants bill mentioned and further reciting therein that it was at the same time agreed between the said complainant Francis Newman and this defendant that the messuage or dwelling house outhouses dovecotes lands tenements oxleases tithes or tenths of corn grain and hay hereditaments and premises thereafter particularly mentioned and described should be likewise conveyed by them unto the said Henry Sampson and Simon Payne and their heirs to and for the several uses and objects to the power proviso and agreements thereafter limited expressed and declared concerning the same premises they the said complainant Francis Newman and the defendants and such of them did grant and convey unto the said Henry Sampson and Simon Payne and their heirs all that the parsonage farm house and lands or grounds and rights of pasture in the parish of Queen Camel therein particularly mentioned and also the great tithes or tenths of hay corn grain arising and being within and upon the manor and territories of Queen Camell aforesaid all which messuage grounds rights of pasturage great tithes and premises were then or then lately held by Mrs. Bond or tenant thereof of the said complainant Francis Newman at the yearly rents of £250 or thereabouts. To hold the same unto the said Henry Sampson and Simon Payne and their heirs to the use of the said complainant Francis Newman and his assigns for the term of his natural life and from and immediately after his decease then to the use of the said Jane Newman and her

assigns for the term of her natural life and after the decease of the survivors of them the said complainant Francis Newman and Jane his wife, to the use of such daughter or daughters of the said complainant Francis Newman on the body of the said Jane his then wife as he the said Francis Newman should by any deed or deeds in writing or by his last will and testament in writing duly executed give grant direct limit or appoint the same and for want or in default of such gift grant direction limitation or appointment then in trust for such youngest daughter of the said complainant Francis Newman on the body of the said Jane his then wife as should survive and outlive the survivor of them the said complainant Francis Newman and Jane his then wife and in case of no such gift grant direction limitation or appointment and not one daughter of the said complainant Francis Newman on the body of the said Jane his then wife should outlive the survivor of them the said complainant Francis Newman and Jane his then wife then in trust for the right heirs of the said complainant Francis Newman for ever.

And also certain other indentures of lease and release bearing date respectively the **14th and 15th February 1783** the release made or mentioned to be made between:

1. Complainant Francis Newman
2. This defendant Francis Newman
3. Henry Sampson
Simon Payne defendant

Whereby after reciting among other things the said indenture of lease and release in the said complainants bill mentioned and also reciting therein that it was at the same time agreed between the said complainant Francis Newman and this defendant that the messuage farm lands tenement hereditaments and premises hereinafter particularly mentioned and described should be likewise conveyed by them unto the said Henry Sampson and Simon Payne and their heirs to and for the several uses and subject to the power proviso and agreement thereafter limited expressed and declared concerning the same they the said complainant Francis Newman and this defendant and other of them did grant and convey unto the said Henry Sampson and Simon Payne and their heirs all that messuage farm tenement lands and premises called North Leaze Park and the additional lands and premises thereto then lately added containing together in the whole 180 acres therein more particularly mentioned part thereof situate in the manor of North Cadbury and other part in Sparkford

To hold the said messuage farm lands tenements hereditaments and premises hereby granted and released or mentioned or intended so to be with their appurtenances unto the said Henry Sampson and Simon Payne and their heirs

To the use of the said complainant Francis Newman and his assigns for his natural life and from and immediately after his decease to the use of such daughter or daughters of the said complainant Francis Newman on the body of the said his then wife and for such estate and estates uses and intents and purposes as he the said Francis Newman should by any deed or deeds in writing or by his last will and testament in writing duly executed give grant direct limit or appoint the same or any part or parcel thereof and for want or in default of such gift grant direction limitation or appointment then in trust to Jane Newman the second daughter of the said complainant Francis Newman on the body of the said Jane his then wife for her natural life and from and after her decease to the use of such child or children of the

said Jane Newman the daughter lawfully begotten and for such estate and estates uses ends intents and purposes as she the said Jane Newman the daughter whether sole or covert and notwithstanding any coverture should by any deed or deeds in writing or by her last will and testament in writing duly executed give grant subject limit or appoint the same or any part or parcel thereof and for want or in default of such gift grant direction limitation or appointment by the said Jane Newman the daughter then in trust for the right heirs of the said Jane Newman the daughter forever

But this defendant for his greater certainty craves leave to refer to the said several indentures of lease and release respectively when the same shall be produced to this honourable court

And this defendant further says that he humbly insists and submits to the judgement of this honourable court that this defendant was entitled to the said Sparkford Farm and premises in South Cadbury by agreement upon this defendants said marriage

And also upon suffering the said Recovery and that this defendant was imposed upon by the said complainant Francis Newman the elder in such transactions with this defendant in 1783 as aforesaid and that this defendant has exhibited his bill of complaint in this honourable court for relief against the said complainant Francis Newman the elder

And this defendant further says that on the 5th April 1783 when this defendant or the trustees named in the said Indenture of Lease and Release of the 14th and 15th February 1783 in the said bill and hereinbefore mentioned was or were according to such indentures to have the possession of the premises comprised in such indenture this defendant and the said trustees were kept out of the possession of 40 acres or thereabouts part of the said farm and lands called Sparkford Farm by or through a private agreement of the said complainant Francis Newman with one William Welch the then late tenant in possession thereof until or near to Michaelmas following and this defendant was put to the expense of £30 and upwards in a suit with the said William Welch touching such premises

And the possession of some other part of such farm and premises of the yearly value of 21 shilling or thereabouts has also been withheld and kept from this defendant and the said trustees by and under or through a private agreement with one Jonas Blanford and the same is still withheld and kept by the said Jonas Blanford as this defendant is informed and believes

And this defendant further says that the possession of part of the said estate and premises at North Cadbury of the yearly rent or value of £50 and upwards was also withheld from this defendant and the said trustees under an old mortgage claim which at the time of the execution of the said indentures of lease and Release of 14th and 15th 1783 it was understood that the said complainant Francis Newman had or was then forthwith to discharge or cause to be discharged and which part of the said last mentioned estate has been till very lately withheld as this defendant believes under such claim and grate part of the rents and profits of such last mentioned part of the said estate still are withheld and kept under such said claim as this defendant believes

And this defendant says that the said complainant Francis Newman and his tenants have so neglected the repair of the said farm in the said bill mentioned which were delivered up that part of the farm houses and nearly all the gates posts bars hedges

ditches gripes and fences were so dilapidated ruinous and in want of repair that this defendant has been put to the expense of £100 or thereabouts in repairing the same and there then being a considerable quantity of timber and trees on the said premises in the said bill mentioned which were so delivered up this defendant in repairing the fences and premises and with the knowledge and approbation of the said complainant Francis Newman the elder and Frances Newman caused such timber as were then considered most proper for the purpose to be cut down for repair Tree wood for the tenants and for sale and the net money arising by the timber and trees which were cut down and sold and disposed of from off the said premises amounted as this defendant has been informed and believes to the sum of £155 or thereabouts and £25 or thereabouts part thereof was collected or received by the said complainant Francis Newman and the sum of £130 or thereabouts was by the direction of this defendant paid unto the hands of the said Simon Payne as this defendant has been informed and believes

And the said Simon Payne afterwards accounted for and paid or applied the same sum of £130 or thereabouts to or to the use of this defendant but such sum of £130 is not sufficient to reimburse this defendant what this defendant has disbursed laid out and expended in and about the repair of the said premises and what is still necessary to be laid out thereon and the costs and expenses of the said suit with the said William Welch for withholding the said 40 acres part of the said lands and premises called Sparkford Farm as this defendant verily believes

And this defendant further says that the benefit which this defendant has received from the sad premises so delivered up has not been near sufficient to release or extricate this defendant from his distresses and to enable him to live in a proper style

But this defendant has continued and been much embarrassed and distressed in his circumstances

And this defendant further says that at or about the time of the execution of the said indentures of 13th and 14th February 1783 the said complainant Francis Newman the elder knowing as this defendant verily believes that this defendant had been obliged to contract debts that this defendant and his said wife were about to settle and reside in the county of Devon and were in great want of money he the said complainant Francis Newman the elder promised to supply this defendant and his said wife with a handsome sum of money in order to answer their necessary occasions to make their lives comfortable and this defendant accordingly several times afterwards applied to the said complainant Francis Newman for money but the said complainant Francis Newman the elder neglected to perform his said promise and only advanced or supplied this defendant and his wife with but a small sum of money and not near sufficient to satisfy their wants or expectations the said complainant Francis Newman the elder then declaring he had no money by him or that he had no money to spare and this defendant and his said wife had wherewith to raise money upon or that this defendant had £500 per year and his security was as good as his or to that or the like effect meaning as was apprehended the settled estates they having no other security to offer

And this defendant experiencing such disappointments from the said complainant Francis Newman the elder and not having money to pay several debts which the defendant had contracted this defendant was at length arrested by two or three of his creditors for several considerable sums

And this defendant and his wife being in very great want of money applied by their attorney to John Lamb Cook in the bill named for the loan of £500 on the security of the said premises in the said bill mentioned and which this defendant and his said wife were advised would be a good security for what should be raised or borrowed on the same and the said John Lamb Cook accordingly advanced the whole of the sum of £500 and paid part thereof in discharge of debts for which this defendant had been arrested and residue thereof in cash and bills to or to the use of this defendant and thereupon such Indentures of Lease and Release bearing date the 28th and 29th September 1783 the release between such parties and to such purport and effect as in the said complainants bill mentioned and set forth so far as the same are therein set forth were duly made and executed and this defendant and the said Frances his wife also levied a fine of the said premises to the said John Lamb Cook but this defendant for this greater certainty craves leave to refer to the said last mentioned indentures and the chirograph of the said fine when the same shall be produced

And this defendant further says that the last mentioned indentures were prepared by a conveyancer in London as this defendant has been informed and believes

And the said complainant Francis Newman the elder knew or was informed thereof and of the said John Lamb Cooks being applied to and intending to advance and of his advancing the sum of £500 on such security as this defendant verily believes and the said complainant Francis Newman the elder did not make any objection thereto to the best of the knowledge remembrance information and belief of this defendant

And this defendant further says he does not believe that the said Simon Payne or any other person informed told or intimated to the said complainant Frances Newman this defendants said wife that her annuity in the bill mentioned would not be affected by the said mortgage or security but this defendant says that the contrary thereof was clearly understood by her the said complainant Frances Newman as this defendant verily believes and the said complainant Frances Newman expressed her approbation of and was very desirous of raising the said sum of £500 and making and giving to such mortgage or security as aforesaid

And this defendant further says that the said mortgage or security and mortgaged premises were afterwards transferred assigned and conveyed to Samuel Norman in the bill named for securing to the said Samuel Norman the principal sum of £1,200 which was thereupon actually advanced and paid by the said Samuel Norman as follows that is to say part thereof to the said John Lamb Cook in discharge of what was due and owing to him the said John Lamb Cook on his said security and the residue thereof to this defendant in cash and bills as this defendant best remembers and believes

And the said complainant Frances Newman expressed her approbation of borrowing such further sum on such security

And this defendant further says that the said mortgage or security and mortgaged premises have been since transferred and conveyed to John Tucker another defendant in the bill named in the bill for securing £1,400 and interest who thereupon advanced and paid to the said Samuel Norman the sum of £1,264 10s part thereof as this defendant has been informed and believes and the residue to or to the use of this defendant and the said John Tucker claims the benefit of the said mortgage and security as this defendant also verily believes

And this defendant further says that the said Simon Payne by the order and at the request of this defendant has as this defendant believes acted as this defendants steward or agent and has since September 1783 received the rents of parts of the said estates and premises in the said bill mentioned but this defendant says that before this defendant had been paid the whole of the first years rents or such parts of the estates and premises as this defendant had obtained the possession of the said Simon Payne as this defendant informed and verily believes conversed with the said Frances Newman touching the said annuity rent charge or yearly sums of £100 in the said bill mentioned where the said complainant Frances Newman signified her approbation for this defendant to receive the whole of the rents and profits of the said premises as this defendant has also been informed and verily believes

And this defendant says that the said Simon Payne after he had received the rent and profits of such parts of the said estates as aforesaid as this defendant believes viz on or about the 7th May 1784 accounted with this defendant for the preceding years rent ending on or about the 5th April 1784 and with the knowledge and privity of the said complainant Frances Newman paid the whole balance of such account to this defendant and this defendant gave the said Simon Payne a receipt in full for the same

And this defendant further says he admits it to be true that some time in or about the month of **May 1784 this defendant left the said complainant Frances Newman** his wife and continued from her until the month of October following when this defendant and his said wife met in London and some time afterwards viz some time about the beginning of the year 1785 this defendant with the privity consent and approbation of the said complainant Frances Newman left her the said complainant Frances his said wife and **went to France**

And the said complainant Frances Newman this defendants said wife promised and agreed to return and reside in the country upon the allowance of £50 a year or less allowance if this defendant could not afford the same

And this defendant admits that this defendant remained in France until October 1787 or thereabouts when or about which time this defendant returned to England

And this defendant further says he admits it to be true that the said Simon Payne was at the time this defendant went abroad and for a considerable time previous thereto employed by this defendant as his attorney and steward or agent and that this defendant consulted and advised with the said Simon Payne touching this defendants affairs but this defendant denies that the said Simon Payne had the entire management of or control over this defendant as in the said complainants bill is untruly suggested

And this defendant further says he has been informed and believes that soon after this defendant had first left the said complainant Frances Newman as aforesaid the said complainant Frances Newman applied to the said Simon Payne for money and although the said Simon Payne had paid the balance of the preceding years rents to this defendant under such circumstances as aforesaid prevailed on the said Simon Payne to advance and the said Simon Payne accordingly advanced and paid to for and on account of the said complainant Frances Newman at different times several sums amounting together to the sum of £100 and that the said complainant Frances Newman gave the said Simon Payne a receipt bearing date the 7th October 1784 for the said sum of £100 as a years annuity payable to her out of the said estates to

enable the said Simon Payne to prevail on this defendant if possible to allow the same out of the next years rent

And the said Simon Payne did afterwards prevail on this defendant in his distressed situation and circumstances to consent to allow the same accordingly

And the said Simon Payne having obtained such consent and being as this defendant has been informed and believes again applied to by the said complainant Frances Newman for more money the said Simon Payne as this defendant has also been informed and believes advanced and paid to for and on account of the said complainant Frances Newman between the said 7th October 1784 and the 19th May 1785 or thereabouts several other sums amounting together to the sum of £100 and that the said complainant Frances Newman gave the said Simon Payne a receipt bearing date the 19 May 1785 for the said last mentioned sum of £100 as a years annuity or annual sum payable out of the said estates in order that he the said Simon Payne might get the same allowed by this defendant and this defendant in his distressed situation and circumstances consented to and did allow the same to the said Simon Payne

And this defendant further says he has also been informed and believes that the said Simon Payne by the direction or at the instance and request of the said complainant Frances Newman advanced and paid for her the said complainant Frances Newman from the 19th May 1785 until and on the 6th April 1786 to Thomas Holloway her habit maker the sum of £2 18s 4d and to the said Thomas Watson the two several sums of £30 and £50

And this defendant has heard and believes that the said Simon Payne also paid and engaged to pay other sums for the said complainant Frances Newman and that other sums became due and owing to the said Simon Payne on several accounts all which said several sums last mentioned amount together to the sum of £118 11s 7d or thereabouts as this defendant has also been informed and believes

And this defendant further says that this defendant has in like manner been prevailed on to allow and has allowed the said Simon Payne the sum of £100 on account of the said several last mentioned sums out of the rents and profits of the said estates and premises in the said bill mentioned received by the said Simon Payne due the 5th April 1786

And this defendant has heard and believes that the said Simon Payne also paid unto the said Thomas Watson for the use of the said complainant Frances on or about the 6th October 1786 a further sum of £50 which said last mentioned sum of £50 this defendant has in like manner been prevailed on to allow and has allowed the said Simon Payne out of the rent and profits of the said estates and premises in the said bill mentioned received by the said Simon Payne

And this defendant further says he believes it to be true that the said Simon Payne has refused or declined to pay the said Complainant Franc[e]s Newman any sum or sums of money for or on account of the annuity in the said bill mentioned from the 6th October 1786 this defendant having given order or directions to the said Simon Payne not to pay any further sum or sums on any such accounts for the reason hereinbefore mentioned and set forth that the defendants circumstances were so very distressed that this defendant could not afford any allowance to the said complainant to any such amount

And this defendant conceived that the said complainant Frances Newman ought not to expect any such annuity or allowance from this defendant

And this defendant was informed and which this defendant believes to be true that the said complainant Frances Newman while this defendant and the said Frances were separate contracted debts to considerable amounts

And this defendant further says he has been sued and has now or lately had suits against him and is threatened with other suits for debts contracted as he is informed and believes by the said complainant Frances

And this defendant further says he has been informed and which information he believes to be true that the said complainant Frances Newman conducted herself in a very improper manner and had a connection with one or more person or persons while this defendant and the said Frances were separate and apart from each other and that she was actually delivered of one or more child or children

And this defendant further says he does not believe that the said Simon Payne refused to pay the said annuity on any such account as in the said complainants bill is suggested as that he was the first person who proposed withholding the said annuity or that he attempted to withhold the same without the order of this defendant

And this defendant further says he has been informed and believes that at the time of filing the said original bill and for some time thereafter the said Simon Payne was charged by his clerk who as this defendant has also been informed and believes went to accompany the said complainant Frances Newman into Wales the sum of £16 13s 11d or thereabouts as monies alleged to have been paid by him for or on account and at the request of the said complainant Frances Newman but that the said complainant Frances Newman has since paid or undertaken to pay the same

And this defendant does not believe that the said Simon Payne has charged in his accounts of the rents and profit of the said estate and premises the sum of £20 for or on account of a journey into Wales as in the said Bill is suggested nor in this defendants belief any other sum to or on account of the said complainant Frances than those before mentioned or taken notice of

And this defendant further says he himself insists that the said Simon Payne ought not to pay any sum on account of any expenses of such journey into Wales as in the said Bill mentioned out of any effects of this defendant in the hands of the said Simon Payne as in the said Bill mentioned

And this defendant further says that the said Simon Payne has accounted to this defendant for all the rents and profits of the said estates and premises as this defendant believes received by or come to the hands of the said Simon Payne up to the 5th April 1789 and paid the balance of such accounts to or to the use of this defendant

And this defendant has given the said Simon Payne receipts and discharges for such balances as aforesaid

And this defendant further says that the said Simon Payne has this defendants permission to continue to receive such rents and profits of the said premises

And this defendant further answering says he admits it to be true that there lately were some trees lying on the said estate and which were reserved for repairs but this

defendant does not believe that the timber or trees whilst lying on the said estate did any damage to the tenants or occupiers as in the said complainants bill is suggested or alleged

And this defendant further says that as to the timber which was so cut down as aforesaid the said complainant Francis Newman the elder and Frances Newman were both privy to the cutting and seeing the first lot of the said timber or trees

And the said complainant Francis Newman received the sum of £25 or thereabouts arising by sale of some of the timber as trees as this defendant has heard and believes and the sum of £20 part of the money arising by sale of some other of the timber was paid by the said Simon Payne after he had received the same to the said complainant Frances Newman a or in part of the first sum of £100 hereinbefore mentioned as this defendant has been informed and believes

And this defendant further says that the said estates and premises or such parts thereof as this defendant is now in possession of are in a much *[better state of?]* repair and condition than the same were when the same were first delivered up by the said complainant in or about April; 1783 to the best of the knowledge information and belief of this defendant

And this defendant further answering says he admits it to be true that the said complainant Frances Charlotte Newman is the daughter and only child of this defendant by the said complainant Frances Newman as in the said complainant bill is mentioned

And this defendant further says he admits that the said complainant Frances Newman did take such journey into Wales as in the said bill mentioned but this defendant denies to the best of his remembrance and believes at this distance of time that it was on the affairs of this defendant or that this defendant requested the said complainant Frances Newman to take such journey to the best of this defendants recollection and belief but this defendant says that some time before this defendant went to France the said complainant Frances Newman informed this defendant that she was inclined to reside in Wales during this defendants absence

And this defendant believes that this defendants residing in Wales in case she should approve of such situation

And this defendant also believes that the said complainant Frances Newman at the time this defendant was in France took such journey and went into Wales for or with a view to such residence

And this defendant further says he humbly submits to the judgement of this honourable Court for the reasons and under the circumstances hereinbefore set forth that the complainants or any of them ought not to seek to compel payments of the said sums of £100 a year in the said bill mentioned and that they ought not to have any relief on account or otherwise on account of or touching or concerning the said indentures of Lease and Release in the said bill and hereinbefore mentioned or any thing herein contained

And this defendant further says that as to the complaint on account of cutting of timber or trees and waste pretended to have been done or committed on the said premises the same is merely vexation and with a view to harass and distress this defendant as this defendant verily believes

And this defendant denies all and all manner of unlawful combination and confederacy wherewith he stand charged in and by the said bill of complaint without that there is any other matter or thing material and necessary for this defendant to make answer unto and not herein and hereby well and sufficiently answered into confessed or avoided traversed and denies is true all which matters and things this defendant is ready to aver and prove as this Honourable Court shall direct and award and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained

Signed: Fr Newman Jr

This answer was taken and the above named Francis Newman the defendant was duly sworn to the truth thereof upon the holy evangelist at the house of Henry Plullot commonly known by the name or sign of The Bear Inn situate in the city of Bath in the county of Somerset on the 16th September 1789

Further bill by Frances Newman etc dated 23 Nov 1786 (possibly a duplicate) (1 large page)

Answers by

Simon Payne, (2 large pages) 15 June 1787

John Tucker, (1 page) 5 Oct 1789

Simon Payne (1.5 pages) 5 Oct 1789

Francis Newman the younger (3 pages) dated 5 Oct 1789