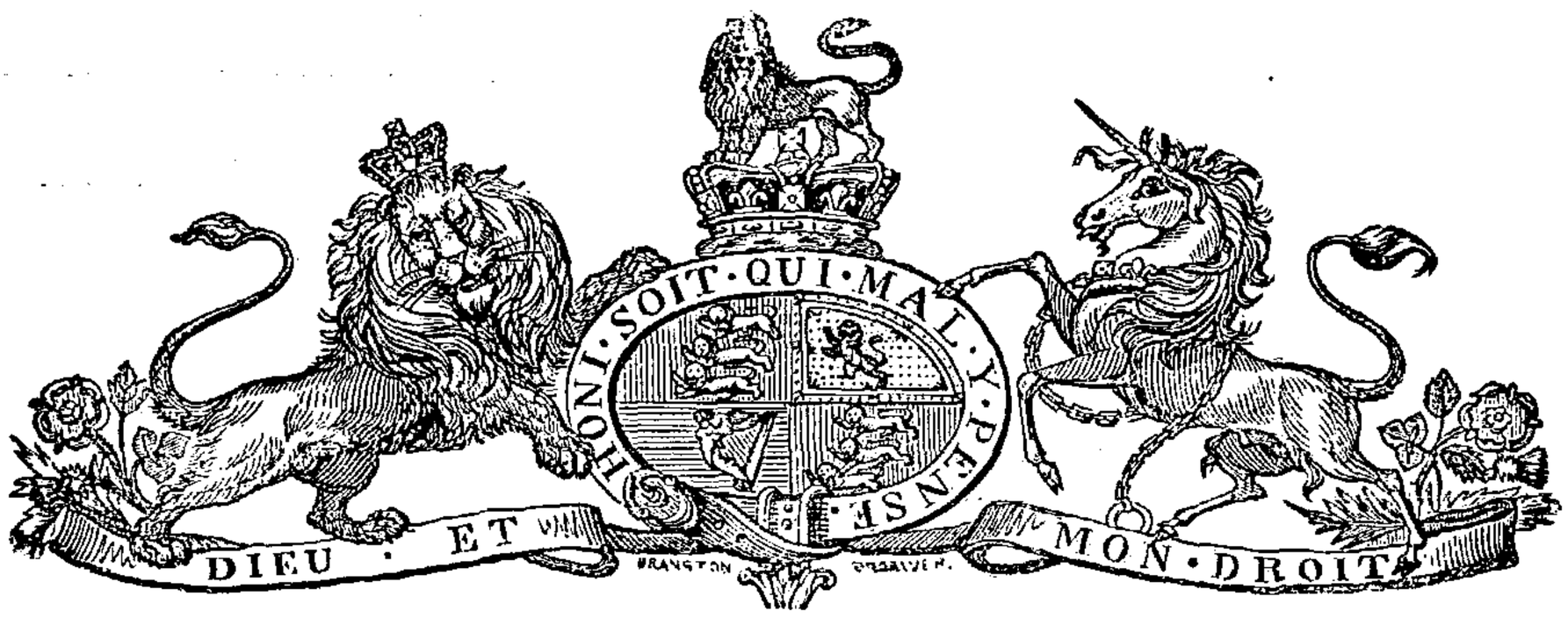


ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

***

to *William Izon* the Sum of Two hundred Pounds; to *William Ross* the Sum of One hundred Pounds; to *Rowland Millington* the Sum of Twenty Pounds; to the Poor of *Mancetter* the Sum of Twenty Pounds a Year; to the Poor of *Atherstone* the Sum of Twenty Pounds a Year.

"*A. G. Miller.*"

"Witnesses { *Thomas Chawner.* *Willoughby Crofts.* *John Crofts.*"

But the Validity of such Will is disputed as herein-after mentioned: And whereas the said *Arthur Gramer Miller* died in or about the Month of *December* One thousand eight hundred and thirty-one, and on the Nineteenth Day of *November* in the Year One thousand eight hundred and thirty-two Administration of the Goods, Chattels, and Credits of the said *Arthur Gramer Miller*, with his said Will or alleged Will annexed, was granted to the said *Sarah Scholey* by the Consistory Court of the Bishop of *Lichfield* and *Coventry*: And whereas upon the Death of the said *Arthur Gramer Miller* the said *Sarah Scholey* entered into the Possession or the Receipt of the Rents and Profits of all his Real Estates, and continued in such Possession or Receipt down to the Time of her Death herein-after mentioned: And whereas the Real Estates of the said *Arthur Gramer Miller* consisted of Three Farms, situate in the Parish of *Wolvey* in the County of *Warwick*, and of a Messuage and Lands in the Parish of *Mancetter* in the same County, and containing in the whole Five hundred and seventy-six Acres Three Roods Seventeen Perches, or thereabouts, and more particularly mentioned and described in the Schedule to this Act, and of the Manor or Lordship or reputed Manor or Lordship of *Over Whitacre* in the same County, with the Chief Rents, Rights, Members, and Appurtenances thereof, which is of very little, if any, Value: And whereas the said *Sarah Scholey* did, in such Manner as the Law then required for rendering valid Devises of Freehold Estates, duly sign and publish her last Will and Testament in Writing, bearing Date the Thirty-first Day of *August* One thousand eight hundred and thirty-three, and thereby gave and devised unto her Friends, the Reverend *Henry Hutchins* Clerk and *Charles Weetman* Farmer, both of *Mancetter* aforesaid, and the Survivor of them, and the Heirs and Assigns of such Survivor, all that her Freehold Farm called the *Temple Farm*, together with the Manor Cottage, and all other Rights, Members, and Appurtenances thereto belonging, situate at *Wolvey* in the said County of *Warwick*, and then in the Occupation of *William Johnson*, upon Trust immediately after her Decease to sell the same as therein mentioned, with Power for her said Trustees, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, to give Receipts and Discharges to the Purchasers for their Purchase Monies; and she declared that her said Trustees should stand possessed of the Monies to arise from such Sales in Trust, in the first place, to pay all her just Debts, funeral and testamentary Expences, and, in the next place, to pay the following Legacies and Bequests; (that is to say,) to *Thomas Chawner* of *Atherstone* in the County of *Warwick*, Surgeon, the Sum of Two thousand Pounds; to the said *Charles Weetman* the Sum of One thousand Pounds; to the said *Henry Hutchins* the Sum of Five hundred Pounds; to *Mary Anne*

Will of Sarah Scholey, 31st August 1833.

Anne Baxter, the Wife of *Stafford Stratton Baxter* of *Atherstone*, Gentleman, the Sum of Five hundred Pounds; to Dr. *Bourne* of the City of *Coventry* the Sum of Five hundred Pounds; to *Thomas Weetman* of *Oldbury*, Farmer, the Sum of Two hundred Pounds; to *Mary* the Wife of *Thomas Clarke* of *Mancetter*, Farmer, the Sum of Three hundred Pounds; to *Maria* the Wife of *Timbrell* of *Mancetter*, Farmer, One hundred Pounds; to *Charlotte* the Wife of *John Clarke* of *Mancetter*, Farmer, the Sum of One hundred Pounds; to *Sarah* the Wife of *John Alcock* of *Mancetter*, Farmer, the Sum of One hundred Pounds; to *Thomas Austin* of *Merivale*, Farmer, the Sum of One hundred Pounds; to *William Ross* the elder One hundred Pounds; to *William Ross* the younger One hundred Pounds; to *Joseph Ross* One hundred Pounds; to *Martha* the Wife of *John Baker* of *Atherstone* One hundred Pounds (and which said *Martha* died in the Lifetime of the Testatrix); to *Charlotte Alkin* Spinster the Sum of One hundred Pounds; to the Reverend *Benjamin Richings* One hundred Pounds; to *John Alkin* of *Hartshill*, Farmer, One hundred Pounds; and to *John Weetman* of *Witherley*, Farmer, One hundred Pounds, or to the respective Executors or Administrators of such Legatees, and to pay and divide the Residue of the Monies arising from such Sale or Sales unto and equally amongst her (the Testatrix's) before-named Legatees, or their respective Executors or Administrators; and the said Testatrix also thereby gave and devised all that her Farm and Premises at *Wolvey* aforesaid, in the Occupation of *Willoughby Crofts*, to her Servant *Frances Ross*, and her Heirs and Assigns for ever; she also gave and devised all that her other Farm and Premises at *Wolvey* aforesaid, in the Occupation of *John Croft*, unto her Servant *Elizabeth Clifford*, and her Heirs and Assigns for ever; and after by her said Will reciting that the said *Arthur Gramer Miller* by his Will, after giving the whole of his Estates to her the Testatrix, subjected the same to the Payment of certain Legacies therein mentioned, and also the Payment to the Poor of *Mancetter* of the Sum of Twenty Pounds a Year, and to the Poor of *Atherstone* of the Sum of Twenty Pounds a Year, in confirmation of such Two last Gifts she did by her said Will charge and make chargeable all her Mansion House and Estate at *Mancetter* with the yearly Payment thereof for ever, in exoneration and discharge of all her other Estates, it being her Will that the *Mancetter* Estate only should be chargeable therewith; and she gave and devised all that her said Mansion House and Estate at *Mancetter* aforesaid, together with her Share of the Manor of *Mancetter*, and all other Rights, Members, and Appurtenances thereto belonging, unto the said *Henry Hutchins* and *Charles Weetman*, and the Survivor of them, and the Heirs and Assigns of such Survivor, upon Trust to permit and suffer the said *Frances Ross* and her Assigns to hold and enjoy the same during her Life, subject to the Payment of the Charges thereon, and from and immediately after her Decease, upon Trust for them her said Trustees to sell and dispose of the same as therein mentioned, with Power to give Receipts to Purchasers for their Purchase Monies; and the said Testatrix thereby declared that her said Trustees should stand possessed of the Monies arising from such Sale in Trust, after paying all Expences incident to such Sale, to pay and equally divide the same unto and amongst her before-named

Legatees,

Legatees, and their respective Executors and Administrators; and the said Testatrix gave and devised all that her Manor of *Over Whitacre* in the said County of *Warwick*, with all the Rights, Members, and Appurtenances thereto belonging, and all other her Real Estate whatsoever, and wheresoever situate, not theretofore devised, unto the said *Henry Hutchins* and *Charles Weetman*, and the Survivor of them, his Heirs and Assigns, upon Trust to sell and dispose of the same as therein mentioned, with Power to give Receipts to Purchasers for their Purchase Monies, and to stand possessed of the Monies to arise from such Sale or Sales in Trust to pay and equally divide the same unto and amongst her before-mentioned Legatees, and their respective Executors and Administrators; and the said Testatrix bequeathed the Residue of her Personal Estate unto and equally between the said *Frances Ross* and *Elizabeth Clifford*; and the Testatrix appointed the said *Henry Hutchins* and *Charles Weetman* Executors of her said Will: And whereas the said *Sarah Scholey* died in or about the Month of *October* One thousand eight hundred and thirty-six, and on the Twenty-second Day of the same Month of *October* her said Will was duly proved by the said *Henry Hutchins* and *Charles Weetman* in the said Consistory Court of the Bishop of *Lichfield* and *Coventry*: And whereas the Estates so devised by the said Will of the said *Sarah Scholey* as aforesaid were the Estates which she had taken and claimed to be entitled to under the said Will or alleged Will of the said *Arthur Gramer Miller*, and whereof he died seised as before mentioned: And whereas *Catherine Gilbert* of *Coventry* in the County of *Warwick*, Widow, lately deceased, *Sarah Weston* of *Coventry* aforesaid, the Wife of *John Weston*, a Person of unsound Mind, and *Elizabeth* the late Wife of *Thomas Jones*, now of *Princes Street*, *Whitechapel*, in the County of *Middlesex*, (but from whom she had been separated for many Years,) were or claimed to be the Co-heirs at Law of the said *Arthur Gramer Miller*, and brought Three several Actions of Ejectment in Her Majesty's Court of Exchequer of Pleas for the Recovery of the said Estates late of the said *Arthur Gramer Miller*, on the Ground that his aforesaid Will was invalid, as having been made or affected to be made by him when in an unsound State of Mind and incompetent to make any valid testamentary Disposition: And whereas one of such Actions (the Declaration in which was of *Michaelmas* Term One thousand eight hundred and thirty-eight) was brought by or in the Name of *John Doe* on the several Demises of the said *Catherine Gilbert*, *John Weston* and *Sarah* his Wife, and *Elizabeth Jones*, against the before-mentioned *Charles Weetman*, who had survived the aforesaid *Henry Hutchins* (then deceased), his Co-devisee in Trust under the said Will of the said *Sarah Scholey*; another of such Actions (the Declaration in which was also of *Michaelmas* Term One thousand eight hundred and thirty-eight) was also brought by or in the Name of *John Doe* on the Demise of the same Parties against the before-mentioned *Frances Ross*, another of the Devisees under the said Will of the said *Sarah Scholey*; and the other of such Actions (the Declaration in which was also of *Michaelmas* Term One thousand eight hundred and thirty-eight) was likewise brought by or in the Name of *John Doe* on the Demises of the same Parties against the before-mentioned *Elizabeth*

Elizabeth Clifford, the other of the Devisees under the said Will of the said *Sarah Scholey*: And whereas all such Three several Actions were entered for Trial at the *Warwickshire* Summer Assizes for One thousand eight hundred and thirty-nine, and the said Action of "*Doe* on the Demise of *Gilbert* and others versus *Weetman*" came on for Trial, and the Plaintiff was nonsuited, and the Records in the other Two Actions were in consequence withdrawn: And whereas the said Two Actions of *Doe* on the Demise of *Gilbert* and others versus *Ross*, and *Doe* on the Demise of *Gilbert* and others versus *Clifford*, were again entered for Trial at the *Warwickshire* Spring Assizes for One thousand eight hundred and forty, and the said Action of *Doe* on the Demise of *Gilbert* and others versus *Ross* was accordingly tried at such last-mentioned Assizes before the Right Honourable Lord *Denman*, the Lord Chief Justice of Her Majesty's Court of Queen's Bench, and a Verdict was found for the Lessors of the Plaintiff, but the Defendant afterwards moved for and obtained a Rule for a new Trial, on Payment of Costs, and on the Terms of admitting on the new Trial that the said *Arthur Gramer Miller* was seised in Fee at the Time of his Death: And whereas in consequence of this Rule the said last-mentioned Action went down, and, together with the other Action of *Doe* on the Demise of *Gilbert* and others versus *Clifford*, was entered for Trial at the *Warwickshire* Summer Assizes for the said Year One thousand eight hundred and forty: And whereas the said *Elizabeth Jones* died on or about the Twentieth Day of *April* One thousand eight hundred and forty, intestate, and leaving *John Jones* of *Coventry* in the County of *Warwick*, a Person of unsound Mind (her Child by her Husband the said *Thomas Jones*), her only Son and Heir at Law: And whereas, in consequence of the Plaintiff in the aforesaid Action of *Doe* on the Demise of *Gilbert* and others versus *Weetman* having been nonsuited as aforesaid, and of the Death of the said *Elizabeth Jones*, another Action of Ejectment was commenced in Her Majesty's said Court of Exchequer of Pleas against the said *Charles Weetman*, by or in the Name of the said *John Doe* on the several Demises of the said *Catherine Gilbert*, *John Weston*, and *Sarah* his Wife, and *John Jones*, and the Declaration in which last-mentioned Action was of *Easter* Term One thousand eight hundred and forty: And whereas the said Action of *Doe* on the Demise of *Gilbert* and others against *Ross* came on again for Trial at the said last-mentioned Assizes: And whereas the Defences to the said Action were twofold; first, that the Lessors of the Plaintiff were not the Co-heirs of the said *Arthur Gramer Miller*, but that Two other Persons, namely, *Mary Miller* and *Eleanor Miller*, the latter of whom is recently deceased, were such Co-heirs; and, secondly, that the Will of the said *Arthur Gramer Miller* was in all respects a good and valid Will: And whereas after the said Cause of *Doe* on the Demise of *Gilbert* and others versus *Ross* had been called on at such last-mentioned Assizes, and had proceeded a certain Way before the Right Honourable Sir *Nicolas Conyngham Tindal* Knight, Chief Justice of Her Majesty's Court of Common Pleas, who presided at the Trial, a Compromise and Arrangement were come to between the Parties to all the said Three several last-mentioned Actions and the said *Mary Miller* and *Eleanor Miller*, by which it was agreed that the Estates

of the said *Arthur Gramer Miller* should be divided between the Lessors of the Plaintiff and the respective Defendants and the said *Mary Miller* and *Eleanor Miller* respectively, in the Manner mentioned in the Rule of Court herein-after stated: And whereas such Compromise and Arrangement was sanctioned and fully approved of by the said Lord Chief Justice *Tindal* as a just and equitable Arrangement between the different Parties who were Claimants for the Estates: And whereas the Compromise was embodied in an Order of Nisi Prius, and such Order was in the Words and Figures or to the Effect following; *videlicet*,

"At the Assizes holden at *Warwick* in and for the County of *Warwick* on *Wednesday* the Twelfth Day of *August* in the Year of our Lord One thousand eight hundred and forty, before the Right Honourable Sir *Nicolas Conyngham Tindal* Knight, Chief Justice of our Lady the Queen of Her Court of Common Pleas, the Honourable Sir *Joseph Littledale* Knight, One of the Justices of our Lady the Queen assigned to hold Pleas before the Queen herself, and others their fellow Justices, &c.

"*Doe* on the Demise of *Gilbert* and others against *Ross*." } This Cause coming on for Trial at these present Assizes, it is ordered by the Court, by and with the Consent of the said Parties, their Counsel and Attorneys, and by and with the Consent of the Parties to the Two other Actions of Ejectment now pending, *Doe* on the Demise of *Gilbert* and others against *Weetman*, and *Doe* on the Demise of *Gilbert* and others versus *Clifford*, and by and with the Consent of *Mary Miller* of Number 62, *Owen Street*, *Hulme*, in *Manchester*, Spinster, and *Eleanor Miller* of Number 18, *High Street*, *Kensington*, in the County of *Middlesex*, Spinster, that a Juror be withdrawn, subject to the Terms of Arrangement and Adjustment between the Parties hereinafter mentioned, and that no further Proceedings be taken in this Action, or in the said Two other Actions of Ejectment; and that the said Parties shall pay their own Costs, Charges, and Expences of and incidental to the said several Ejectments; and that the Lessors of the Plaintiff in the said Ejectments shall also pay the Costs of the Lessors of the Plaintiff in the former Ejectments, *Doe* on the Demise of *Eaves* against *Weetman*, *Doe* on the Demise of *Eaves* against *Ross*, *Doe* on the Demise of *Eaves* against *Clifford*, and *Doe* on the Demise of *Gilbert* and others against *Weetman*; and that no further Proceedings shall be taken in any of the said Ejectments, nor shall any other Ejectment at any Time hereafter be brought by any of the said Lessors of the Plaintiff, or any Person claiming under them or any of them, in respect of any of the Property comprised in the said several Ejectments, provided the Arrangement and Adjustment hereby made be duly performed and carried into effect: And it is ordered, that the respective Shares or Interests of the Parties hereinafter mentioned shall be charged and chargeable with all the Costs which by this Arrangement the Parties are respectively liable to pay; and the said Costs, if not paid, shall be duly secured to Mr. *Thomas Kirk*, the Attorney for the Lessors of the Plaintiff in the said several Ejectments, and to Mr. *Stafford Stratton Baxter*, the Attorney for the Defendants in the said several Ejectments respectively, in such Manner as

as shall be hereafter agreed upon between the said Parties respectively and their said respective Attornies: And it is further ordered, by the like Consent, that the Lessors of the Plaintiff in this and the Two other pending Actions shall be entitled as of Fee Simple for their own absolute Use and Benefit to the Two Farms respectively sought to be recovered in this Action and in the Action *Doe* on the Demise of *Gilbert* and others versus *Clifford* (except as to certain Parts thereof, consisting of Four Closes or Pieces of Land called the *Little Russett*, containing Six Acres Two Roods and Thirty Perches, and the *Ridgway Close*, containing Eleven Acres and Ten Perches, late in the Occupation of *Willoughby Crofts*, but now of *James Harrison*, being Part of the Farm sought to be recovered in this Action, and *First Ridgway Close*, containing Seven Acres Three Roods and Twenty-six Perches, and a small Plot or Croft of Land containing One Rood and Twenty-five Perches, in the Occupation of *John Crofts*, being Part of the Farm sought to be recovered in the said Action *Doe* on the Demise of *Gilbert* and others against *Clifford*, comprising in the whole Twenty-six Acres and Eleven Perches, or thereabouts, (be the same more or less,) and subject to a Bond Debt of the late *Arthur Gramer Miller* due to *Thomas Johnson* of *Wolvey* in the County of *Warwick*, Gentleman, of Eight hundred and six Pounds, and Interest thereon, and also subject to a Debt or Claim due to *William Johnson* of the same Place, Farmer, of Two hundred Pounds, and Interest thereon), and which said Farms, except as aforesaid, and subject as aforesaid, shall be taken in full Satisfaction of all Right, Title, Claim, and Demand of the said Lessors of the Plaintiff and every of them in the said Three pending Ejectments, and all Persons at any Time claiming under them or any of them the Property thereby sought to be recovered, and every Part thereof, or upon the Defendants in the said Actions, or any or either of them, in respect thereof, or in respect of any Mesne Profits thereof up to the Eleventh Day of *October* One thousand eight hundred and forty: And it is also ordered, by the like Consent, that all the Remainder of the said Estates comprised in the said several Ejectments (and subject to the Demand of Mr. *Stafford Stratton Baxter* for the Costs aforesaid) shall belong as follows; (that is to say,) the Parties now in Possession and claiming Title by or under the Wills of *Arthur Gramer Miller* and *Sarah Scholey* shall be entitled as of Fee Simple, but nevertheless according to their respective Interests under the said Wills respectively, to one Moiety of the said Residue (subject to the said Costs), and the said *Mary Miller* and *Eleanor Miller*, who, as well as the Lessors of the Plaintiff, claim to be Heirs of the said *Arthur Gramer Miller*, shall be entitled as of Fee Simple to the remaining Moiety thereof (subject to the said Costs): And it is also ordered, by the like Consent, that, until the Arrangement hereby made shall be carried out and completed, the Rents of the said respective Shares of the said Estates shall be received as follows; (that is to say,) the said *Thomas Kirk* shall receive the Rents of the Share of the said several Lessors of the Plaintiff, and the said *Stafford Stratton Baxter* shall receive the Rents of the Remainder of the said Estates, unless and until *Joseph Humphry* of *Lincoln's Inn*, *London*, Esquire, or such other Referee as herein-after mentioned, shall otherwise order: And it is also ordered, by the like Consent, that the above Arrangements be

be carried into effect under the Direction of the said *Joseph Humphry;* and the said Parties are to produce before him all Title Deeds, Abstracts, Books, Papers, and Writings in their Possession, Custody, or Power relating to the aforesaid Property, or any Part thereof, and shall execute and procure to be executed all such Deeds, Releases, Confirmations, Conveyances, and Assurances, for the Purpose of carrying this Arrangement into effect, as the said *Joseph Humphry*, or other Referee, as herein-after mentioned, shall direct: And it is by the like Consent also ordered, that, except as herein-after mentioned, the said Parties respectively shall bear and pay their own Costs, Charges, and Expences of completing and carrying into effect this present Arrangement: And it is also ordered, by the like Consent, that if the said *Joseph Humphry* shall be of opinion that the Arrangement cannot be carried into full Effect without proceeding in Chancery or otherwise, or an Act of Parliament, or that such Proceedings or Act of Parliament will be expedient and beneficial for the Parties, that in such Cases the Costs of such Proceedings or Act of Parliament shall be defrayed as follows :—One Third thereof by the said several Lessors of the Plaintiff, One Third by the Parties now in Possession of the said Estates, and the other One Third by the said *Mary Miller* and *Eleanor Miller*, and the Fees of the said *Joseph Humphry* shall be paid in the like Proportions: And it is also ordered, by the like Consent, that if it shall happen that in making this Arrangement any Point or Matter shall have been overlooked, or any Dispute shall arise thereon, then it is hereby referred to *George Hayes* Esquire and *William Thomas Shave Daniel* Esquire, or, in case of their not concurring, to the said *Joseph Humphry*, or such other Referee as aforesaid, to settle and adjust the same, and they or he may order and direct this Rule to be altered or amended at their Discretion; and in case the said *Joseph Humphry*, or any Referee to be appointed as herein-after mentioned, shall decline to act, or die, or become incapable of acting in this Arrangement, before the Completion thereof, then such Third Person shall be substituted in his Stead as the said *George Hayes* and *William Thomas Shave Daniel* shall order, and in default of their joint Order any Baron of the Court of Exchequer shall from Time to Time, as the Case shall arise, nominate such Third Person: And lastly it is hereby ordered, that this Order be made a Rule of Her Majesty's Court of Exchequer of Pleas, if the Barons of the same Court shall so please."

And whereas on or about the Ninth Day of *June* One thousand eight hundred and forty-one the said Order was made, and the same is now a Rule of the same Court accordingly: And whereas the said former Ejectments of *Doe* on the Demise of *Eaves* against *Weetman*, *Doe* on the Demise of *Eaves* against *Ross*, and *Doe* on the Demise of *Eaves* against *Clifford*, so referred to in the said Order as aforesaid, were certain Actions of Ejectment which had been brought by one *Thomas Eaves* for the Recovery of the said Estates late of the said *Arthur Gramer Miller*, upon the Supposition that he the said *Thomas Eaves* was his Heir at Law, but which Actions were abandoned upon and in consequence of its being discovered that the said *Thomas Eaves* was not such Heir at Law: And whereas on or about the Twenty-eighth Day of *June* One thousand eight hundred and forty-three

three a further Order was made by Her Majesty's said Court of Exchequer of Pleas in the said Actions, and relative to the said Reference, Compromise, and Arrangement, and Matters aforesaid, and such further Order is in the Words and Figures or to the Effect following; *viz*t.

"In the Exchequer of Pleas,

"*Trinity* Term in the Sixth Year of the Reign of Queen *Victoria*.

"*Doe* Demise *Gilbert* and others against *Ross*.

"Wednesday the 28th Day of *June*. } Upon reading the Order Nisi Prius made herein on the Twelfth Day of *August* One thousand eight hundred and forty, and also the Rule made herein on the Ninth Day of *June* One thousand eight hundred and forty-one, making the said Order a Rule of Court, and by the Consent of Mr. *Hayes*, of Counsel for the surviving Lessors of the Plaintiff, and also for *William Gilbert*, *Thomas Gilbert*, *Richard Drayton Butler*, and *William Eaves*, Executors and Devisees in Trust under the Will of *Catherine Gilbert*, lately deceased, one of the Lessors of the Plaintiff, and by the Consent of Mr. *C W Wood*, of Counsel for *Mary Miller*, in the said Order and Rule named, and who is also Heir at Law and Administratrix of *Eleanor Miller* deceased, and by the Consent of Mr. *Daniel*, of Counsel for the several Defendants in the several Actions of Ejectment in the said Order and Rule of Court mentioned, it is ordered, that the said *William Gilbert*, *Thomas Gilbert*, *Richard Drayton Butler*, and *William Eaves* do become and they are hereby made Parties to the said Order and Rule of Court, and to the Arrangement and Reference thereby directed to be made, and also that the said *Mary Miller*, who is already a Party to the said Order and Rule in her own Right, do also become and she is hereby made a Party to the said Order and Rule of Court as Heir at Law and next of Kin and Administratrix of *Eleanor Miller*, in the said Rule mentioned, and who is lately deceased, and that the Arrangement and Reference directed to be made by the said Order and Rule of Court, and which are now in the Course of Prosecution, be proceeded with in like Manner to all Intents and Purposes as if the said *William Gilbert*, *Thomas Gilbert*, *Richard Drayton Butler*, and *William Eaves*, as such Executors and Devisees as aforesaid, had been originally Parties thereto, and as if the said *Mary Miller* had also been Party thereto as Heir at Law and also next of Kin and Administratrix of the said *Eleanor Miller* deceased, as well as in her own Right; and it is also ordered, by such Consent as aforesaid, that the Shares and Interests in the Estates comprised in the several Ejectments in the said Order and Rule mentioned, which are thereby directed to go and belong to the Parties therein stated to be in Possession and claiming Title under the Wills of *A G Miller* and *Sarah Scholey*, as in the said Order and Rule mentioned, and the said *Mary Miller* and *Eleanor Miller*, in equal Moieties, as therein mentioned, shall belong to the said Parties claiming under the said Wills as to one Moiety, and to the said *Mary Miller* as to the other Moiety, that is, as to one Moiety of the said last-mentioned Moiety in her own Right, and as to the other as Heir at Law, Administratrix, and next of Kin to the said *Eleanor Miller*, but the said several respective Shares and

Interests are to be subject to the Costs of the said *Stafford Stratton Baxton*, as in said Rule mentioned, and also subject to the Costs, Charges, and Expences properly incurred by *Charles Weetman*, the Defendant in One of the said Actions of Ejectment, as Executor or Trustee under the Will of the said *Sarah Scholey*, in and relating to the carrying or endeavouring to carry into execution the Trusts of the said last-mentioned Will; and it is also ordered, by and with such Consent as aforesaid, that the said *Joseph Humphry*, or such other Referee or Referees as aforesaid, shall have full Power to make and publish from Time to Time all such and so many Awards, Orders, and Directions as he or they shall in his or their Discretion from Time to Time consider necessary or proper for effectually carrying out and completing the Arrangement intended to be made by the said Order and Rule, and also by the present Order, until the said Arrangement shall be completely carried into effect; and also that the said *Joseph Humphry*, and such other Referee or Referees as in the said Order mentioned, shall have Power to examine all Witnesses upon Oath, and shall have full and entire Discretion as to the Mode in which he or they shall execute the Powers confided to him or them by the said Rule or Order, and as to the Description of Evidence or Information which he or they may require for the Purpose of enabling him or them to execute such Powers, and as to the Time within which the same shall be executed."

And whereas by a Deed Poll or Instrument in Writing, bearing Date on or about the Fourteenth Day of *July* One thousand eight hundred and forty-three, and under the Hands and Seals of the said *Stafford Stratton Baxter* and *Mary Anne Baxter* his Wife, *Edward Bourne*, *Thomas Weetman*, *Thomas Clarke* and *Mary Clarke* his Wife, *Thomas Timbrell* and *Maria Timbrell* his Wife, *Charlotte Clarke*, *John Alcock* and *Sarah Alcock* his Wife, *Thomas Austin*, *William Ross* the elder, *William Ross* the younger, and *Joseph Ross*, and of *William Freer* the younger, of *Atherstone* aforesaid, Gentleman, and *Charlotte Freer* his Wife, formerly the aforesaid *Charlotte Alkin* Spinster, the said *John Alkin* and *John Weetman*, (the said *Mary Anne Baxter*, *Edward Bourne*, *Thomas Weetman*, *Mary Clarke*, *Maria Timbrell*, *Charlotte Clarke*, *Sarah Alcock*, *Thomas Austin*, *William Ross* the elder, *William Ross* the younger, *Joseph Ross*, *Charlotte Freer*, *John Alkin*, and *John Weetman* being respectively Legatees named in the last Will and Testament of the said *Sarah Scholey* as aforesaid,) *Dorothea Chawner*, late of *Derby* in the County of *Derby*, and now of *Camden Street*, *Camden Town*, in the County of *Middlesex*, Spinster, the sole Executrix of the last Will and Testament, therein-after recited, of the aforesaid *Thomas Chawner*, another Legatee named in the said Will of the said *Sarah Scholey* as aforesaid, and *Arthur Hutchins* of *Erdington* in the said County of *Warwick*, Esquire, the Reverend *Edward Hutchins* of *Sibson* in the County of *Leicester*, Clerk, the Reverend *Henry Hutchins* of *Bobbington* in the County of *Stafford*, Clerk, and *Richard Roberts Jee* of *Mancetter* aforesaid, Esquire, and *Mary Gee* his Wife (late *Mary Hutchins* Spinster), the said *Arthur Hutchins*, *Edward Hutchins*, *Henry Hutchins*, and *Mary Jee* being the Executors of the last Will and Testament of *Mary Hutchins*, late of *Mancetter* aforesaid, Widow, deceased, who was sole Executrix and universal

universal Legatee named in the last Will and Testament of her late Husband the aforesaid Reverend *Henry Hutchins* deceased, another Legatee named in the said Will of the said *Sarah Scholey* as aforesaid, after reciting the said Will of the said *Arthur Gramer Miller*, and his Death, and the said Letters of Administration with the said Will annexed; and reciting the said Will of the said *Sarah Scholey*, and her Death, and the Probate of her said Will; and reciting the Will of the said *Thomas Chawner*, bearing Date on or about the Ninth Day of *December* One thousand eight hundred and thirty-six, appointing the said *Dorothea Chawner* his sole Executrix, and his Death, and the Probate of his said Will by her; and reciting the Will of the said Reverend *Henry Hutchins*, bearing Date on or about the Nineteenth Day of *July* One thousand eight hundred and thirty-two, devising and bequeathing unto his Wife, the before-mentioned *Mary Hutchins*, all his Real and Personal Estate, for her own absolute Benefit, and appointing her sole Executrix of his Will; and reciting his Death, and the Probate of his said Will by her; and reciting also the Will of the said *Mary Hutchins*, bearing Date on or about the Thirteenth Day of *March* One thousand eight hundred and thirty-nine, appointing her Brother-in-law the said *Arthur Hutchins*, and *Edward Hutchins* her Son, the said *Henry Hutchins*, Party thereto, and her Daughter the said *Mary Jee* (then *Mary Hutchins* Spinster), Executors and Executrix of her said Will, and reciting her Death, and the Probate of her said Will by them, and noticing the Disputes as to the Validity of the said Will of the said *Arthur Gramer Miller*, and the several Actions of Ejectment brought for Recovery of his Real Estates, and the Compromise and Arrangements and Reference arising out of the same as aforesaid; and reciting the said herein-before recited Order of Nisi Prius of the Twelfth Day of *August* One thousand eight hundred and forty, made thereupon, and the making of the same a Rule of the said Court of Exchequer of Pleas, as aforesaid, and noticing the Death of the before-mentioned *Eleanor Miller* intestate, leaving the before-mentioned *Mary Miller*, her Sister, her Heir at Law and sole next of Kin, and also the Death of the said *Catherine Gilbert*, having appointed *William Gilbert*, *Thomas Gilbert*, *Richard Drayton Butler*, and *William Eaves* her Executors, and devised to them all her Real Estates, upon Trusts for Sale; and also reciting the said further Order of the Twenty-eighth Day of *June* One thousand eight hundred and forty-three, so made by Her Majesty's said Court of Exchequer of Pleas in the said Actions, and relative to the said Reference, Compromise, and Arrangements as aforesaid; and reciting (among other Things) that the several Persons whose Names were thereunto subscribed and Seals affixed had severally assented to and sanctioned and adopted the said Compromise and Arrangement and Reference, so far as the said *Charles Weetman*, their Trustee, was and had been concerned, they being satisfied that he had properly protected and defended their Rights and Interests, and done for them the best that under the Circumstances could be done, and that in order to testify the same, and facilitate the Progress of the said Reference, and the Completion of the said Arrangements and Compromise, and for the Satisfaction and Security as well of the said *Charles Weetman* as of all other Persons whomsoever concerned or interested

interested in the said Reference, Arrangements, and Compromise, the said several Persons whose Names are thereunto subscribed and Seals affixed as aforesaid had agreed to execute the now-reciting Deed Poll; it is by the now reciting Deed Poll witnessed, and in pursuance of the said recited Agreement, and in consideration of the Premises, the said *Stafford Stratton Baxter* and *Mary Anne* his Wife, the said *Edward Bourne* and *Thomas Weetman*, the said *Thomas Clarke* and *Mary* his Wife, the said *Thomas Timbrell* and *Maria* his Wife, the said *Charlotte Clarke*, the said *John Alcock* and *Sarah* his Wife, the said *Thomas Austin*, *William Ross* the elder, *William Ross* the younger, and *Joseph Ross*, the said *William Freer* the younger, and *Charlotte* his Wife, the said *John Alkin* and *John Weetman*, the said *Dorothea Chawner*, and the said *Arthur Hutchins*, *Edward Hutchins*, *Henry Hutchins* the Son, and *Richard Roberts Jee* and *Mary* his Wife, did thereby expressly and irrevocably declare their Assent to and Adoption of the said Arrangements and Compromise and Reference so entered into and made by and contained or embodied in the said recited Order of Nisi Prius and Rule, and further Rule of Her Majesty's Court of Exchequer of Pleas, as therein-before mentioned or referred to, and every thing therein contained; and, moreover, each and every of them the said *Edward Bourne*, *Thomas Weetman*, *Charlotte Clarke*, *Thomas Austin*, *William Ross* the elder, *William Ross* the younger, *Joseph Ross*, *John Alkin*, *John Weetman*, *Dorothea Chawner*, *Arthur Hutchins*, *Edward Hutchins*, and *Henry Hutchins* the Son, Party thereto, for himself and herself, and his and her own Acts and Deeds, Executors and Administrators only, and each and every of them the said *Stafford Stratton Baxter*, *Thomas Clarke*, *Thomas Timbrell*, *John Alcock*, *William Freer*, and *Richard Roberts Jee* for his own respective Wife, and her Acts and Deeds, Executors and Administrators, as well as for himself and his Acts and Deeds, Executors and Administrators, but not further or otherwise, did also thereby covenant and agree with the said *Charles Weetman*, his Heirs, Executors, and Administrators respectively, and also with all and every other Person and Persons whomsoever concerned or interested in the said Reference, Arrangements, and Compromise, that they the said several Persons whose Names and Seals are thereunto subscribed and affixed, and their several and respective Executors and Administrators, would make and execute, or join and concur with the said *Charles Weetman* and his Heirs, and all or any other necessary or proper Parties, in making and executing all such Conveyances, Releases, or other Assurances as on the Parts of them the said several Persons whose Names and Seals are thereunto subscribed and affixed as aforesaid, or of their several and respective Executors and Administrators, should be necessary or proper, and by the said *Joseph Humphry* or other such Referee as aforesaid should be required or directed for carrying the said Compromise and Arrangement into effect: And whereas the said *John Jones* is now entitled to all such Estate, Right, Title, Benefit, and Interest in and to the said Estates late of the said *Arthur Gramer Miller* as belonged to or were vested in his said late Mother *Elizabeth Jones* as one of the Co-heirs or supposed Co-heirs of the said *Arthur Gramer Miller*, or under or by virtue of the said Order of Nisi Prius and Rule

of

of the Court of Exchequer of Pleas, and the Compromise and Arrangement thereby entered into or made as aforesaid, or otherwise: And whereas the before-mentioned *John Weston*, the Husband of the said *Sarah Weston*, and also the said *John Jones*, the Son of the said *Thomas Jones* and of the said *Elizabeth Jones* deceased, are both Persons of unsound Mind and in a State of Poverty, the said *John Weston* being a Lunatic, and now confined as such in the *White House* Lunatic Asylum at *Bethnal Green* in the County of *Middlesex*, at the Expence of the Parish of *Stonleigh* in the County of *Warwick*, (which is understood to be the Place of his legal Settlement,) and the said *John Jones* being an Idiot living and being taken care of in the Workhouse at *Coventry:* And whereas the said Compromise and Arrangement, if completed and carried into effect according to and under the Authority of the said Order of Nisi Prius and Rule, and further Rule of Her Majesty's said Court of Exchequer of Pleas, would be very beneficial to the said *Sarah Weston* and the said *John Weston* her Husband, and also to the said *John Jones;* but by reason of the Lunacy of the said *John Weston* and the Idiotcy of the said *John Jones* the Deeds, Releases, Confirmations, Conveyances, and Assurances proper and necessary to be executed by them and the said *Sarah Weston*, for the Purpose of carrying the said Compromise and Arrangement into effect on their Parts, and to entitle them to corresponding Deeds, Conveyances, and Assurances of their Portions of the Estates under such Compromise and Arrangement, cannot be effectually made and executed without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Sarah Weston*, and the said *Thomas Jones* on behalf of his aforesaid Idiot Son *John Jones*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for *Thomas Stedman* of *Priory Lodge*, *Leamington Priors*, in the County of *Warwick*, Esquire, and *Henry Dewes* of *Foleshill* in the County of *Warwick*, Gentleman, and the Survivor of them, and the Executors or Administrators of such Survivor, in the Place of the said *John Weston* and *Sarah* his Wife, or of the Heirs of the said *Sarah Weston*, and also in the Place of the said *John Jones* or of his Heirs, to make, do, enter into, execute, and concur in all such Acts, Deeds, Releases, Confirmations, Conveyances, Charges, Mortgages, Covenants, and Assurances of and concerning or relating to the Manor, Messuages, Farms, Lands, Tenements, and Hereditaments mentioned or described in the Schedule to this Act, and the Rights, Members, and Appurtenances thereto belonging, (being the Real Estates whereof the said *Arthur Gramer Miller* died seised, as herein-before mentioned,) or any Part or Parts of the same, and of and concerning or relating to all or any of the Deeds, Evidences, and Writings relating to the Titles to the same Manor, Messuages, Farms, Lands, Tenements, and Hereditaments, or any Part or Parts thereof, or the Custody and Production of such Deeds, Evidences, and Writings, or any of them, or otherwise, as are or shall be necessary or proper and expedient on the Part of the said *John*

Parties appointed in the Place of John Weston or Sarah his Wife, or the Heirs of Sarah Weston, and in the Place of John Jones or his Heirs, to execute Deeds, &c.

John Weston and *Sarah* his Wife or her Heirs, and of the said *John Jones* or his Heirs respectively, and by the said *Joseph Humphry* or other such Referee as aforesaid shall be directed, for the Purpose of carrying into effect the herein-before mentioned Compromise and Arrangement for the Division of the Real Estates late of the said *Arthur Gramer Miller*, under and according to the herein-before mentioned Order of Nisi Prius and Rule and further Rule of Her Majesty's Court of Exchequer of Pleas, in the aforesaid Action of *Doe* on the Demise of *Gilbert* and others against *Ross*, or any Amendment or Addition to be made of or to the same Order or Rule and further Rule, and that all such Acts, Deeds, Releases, Confirmations, Conveyances, Charges, Mortgages, Covenants, and Assurances to be so made, done, entered into, executed, or concurred in as aforesaid shall be effectual against and binding upon the said *John Weston* and *Sarah* his Wife, and the Heirs of the said *Sarah*, and the said *John Jones* and his Heirs respectively, and shall pass and conclude all the Estate, Right, Title, and Interest, Claim and Demand whatsoever, of the said *John Weston* and *Sarah* his Wife, in right of the said *Sarah* and of her Heirs, and of the said *John Jones* and his Heirs respectively, in, to, and upon the same Manor, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, or the Part or Parts thereof to which the same shall relate, accordingly.

Costs of the Compromise.

II. And be it enacted, That the respective Shares, Estates, and Interests of the said *John Weston* and *Sarah* his Wife in her Right, and of the said *John Jones* respectively, under the said Compromise and Arrangement, and such Division of the Real Estates of the said *Arthur Gramer Miller* as aforesaid, of and in the said Manor, Messuages, Farms, Lands, Tenements, and Hereditaments so comprised in the said Schedule to this Act as aforesaid, shall be charged and chargeable with all the Costs which by the said Compromise and Arrangement, and the said Order of Nisi Prius and Rule and further Rule of Her Majesty's Court of Exchequer of Pleas, the same were respectively agreed and intended to be made liable to pay, and that it shall and may be lawful for the said *Thomas Stedman* and *Henry Dewes*, and the Survivor of them, and the Executors or Administrators of such Survivor, in the Place of the said *John Weston* and *Sarah* his Wife or of the Heirs of the said *Sarah Weston*, and also in the Place of the said *John Jones* or of his Heirs, to make and execute and concur in all such Acts, Deeds, Instruments, Mortgages, and Assurances of and concerning such the respective Shares, Estates, and Interests of the said *John Weston* and *Sarah* his Wife in her Right, or of her Heirs, and of the said *John Jones* or of his Heirs respectively, as Her Majesty's said Court of Exchequer of Pleas, by any Amendment of or Addition to the aforesaid Rule and further Rule of the same Court in the said Action *Doe* on the Demise of *Gilbert* and others against *Ross*, or otherwise in such Manner as the said Court shall think fit, shall direct or authorize, for the Purpose of securing such Costs to Mr. *Thomas Kirk*, the Attorney for the Lessors of the Plaintiff in the aforesaid several Actions of Ejectment, his Executors, Administrators, or Assigns, and that such Acts, Deeds, Instruments, Mortgages, and Assurances shall be effectual and binding upon and against the said respective

respective Shares, Estates, and Interest of the said *John Weston* and *Sarah* his Wife, and her Heirs, and the said *John Jones* and his Heirs respectively, and shall affect or pass and conclude the same accordingly.

General Saving.

III. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all and every other Person or Persons, Bodies Politic and Corporate, his, her, or their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *John Weston* and *Sarah* his Wife, and the Heirs of the said *Sarah Weston*, and the said *John Jones* and his Heirs,) all such Estates, Rights, Titles, Interests, Claims, and Demands whatsoever in, to, or out of the Manor, Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estates mentioned or described in the said Schedule to this Act annexed, as they, or every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed or been entitled to if this Act had not been passed.

Act as printed by the Queen's Printers to be Evidence.

IV. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The

The SCHEDULE to which the foregoing Act refers.

The Farm in the Parish of Wolvey in the County of Warwick late in the Occupation of Willoughby Crofts, but now of James Harrison, being the Farm sought to be recovered in the Action Doe on the Demise of Gilbert and others against Ross.

	A.	R.	P.
House, Buildings, Orchards, Yards, &c., containing -	1	2	6
Little Fortlands - - - - -	5	3	20
Little Fortlands - - - - -	7	2	25
Long Ditto - - - - -	11	2	27
Big Ditto - - - - -	13	0	25
Pink Hill - - - - - -	19	1	20
Meadow - - - - - -	8	0	0
Breech End - - - - - -	10	2	15
Black Moiley - - - - - -	7	0	10
Cheese Thorn - - - - - -	11	0	0
Rough Close - - - - - -	7	3	12
Far Russet Hole - - - - -	9	3	0
Big Ditto Ditto - - - - -	11	0	0
Little Ditto Ditto - - - - -	6	2	30
Ridgway Close - - - - -	11	0	10
Horse Ditto - - - - -	8	2	10
Haslands - - - - - -	8	3	20
But Close - - - - - -	11	3	25
Pinfold Ditto - - - - - -	3	2	30
Waggon Hovel Ditto and Garden - - -	2	0	16
Land in Village - - - - -	0	3	29

The Farm also in the Parish of Wolvey occupied by John Crofts, being the Farm sought to be recovered in the Action Doe on the Demise of Gilbert and others against Clifford.

	A.	R.	P.
House, Yard, Garden, &c. - - - -	0	2	8
Far Holes - - - - - -	6	2	38
First Ditto - - - - - -	6	2	25

	A.	R.	P.
Old Hewitt's Close	5	3	11
Big Fortlands	12	3	17
Little Ditto	8	3	7
The Nooks	4	3	0
Bushy Close	11	0	30
Bottom Hovel Close	7	2	0
Top Ditto Ditto	8	1	24
Meadow	7	2	25
First Black Moiley	8	3	17
Second Ditto Ditto	9	2	25
Cow Close	9	1	25
The Nine Lands	4	2	5
First Ridgway	7	3	26
Second Ridgway	6	2	36
Croft in Village	0	1	25

The Farms and Manor following are the Estates sought to be recovered in the other Action Doe on the Demise of Gilbert against Weetman.

Temple Farm also in the Parish of Wolvey.

	A.	R.	P.
The House, Buildings, Orchards, Gardens, Rick Yard, &c.	2	0	27
Thorp's Close	11	2	31
Rye Ditto	9	1	20
Big Bowling Lea	14	0	35
Little Ditto	2	0	26
Furze	4	2	12
Temple Close	11	3	0
Temple Meadow	9	3	7
Croft's Meadow	1	3	20
Old Wolvey Meadow	7	1	30
Ram Close	3	1	20
Hill Close	4	0	10
Mill End Close	7	3	20
The Leys	7	1	20
Dry Pit Field	14	0	5
Coventry Meadow	14	0	8
Hom's Ditto	6	2	8
Ryton Nook Ditto	5	0	6
Willoughby's Ditto	7	1	38
Calves Close	10	0	0
Rickyard Close	10	1	9
Barn Close	6	1	10
Bush Close	5	2	30
Best Close	10	3	26

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	A.	R.	P.
Ryton Nook Close - - - - -	9	2	12
Willoughby's Ditto - - - - -	6	0	10
Big Jacket's Ditto - - - - -	8	2	20
Little Ditto Ditto - - - - -	5	2	0
Bean Close - - - - - -	11	1	35

The Mancetter Estate and Share of Manor in the Parish of Mancetter in the County of Warwick.

	A.	R.	P.
The House, Buildings, Yards, Gardens, &c. - -	2	0	8
Meadow - - - - - - -	3	0	36
Great Paddock - - - - - -	5	2	10
Little Ditto - - - - - - -	2	0	10
Pingle - - - - - - - -	1	1	3
The Fourth Common Piece - - - -	4	3	20
The Third Common Piece - - - -	7	1	24
The Second Common Piece - - - -	6	2	15
The First Common Piece - - - -	6	2	30
Lane adjoining the Wood - - - -	1	0	12
Total of the whole of the Estates	576	3	17

The Manor or Lordship or reputed Manor or Lordship of Over Whitacre in the County of Warwick, with the Chief Rents, Rights, Members, and Appurtenances thereof.

S. S. Baxter.

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