

That they bring this petition against Ida F. Scott, Adelaide Hunt Scott, now by reason of marriage Adelaide Hunt Reynolds, George L. Gardner, Walter F. Mann, Malvina F. Gleason, Clinton Henry Reynolds, a minor child of said Adelaide Hunt Reynolds, and all of said Milford, Mary G. Scott, a minor, of said Lexington, and the Universalist Society, a religious organization located at said Milford,

Respondents,

and allege them to be the only parties besides your petitioners in their capacity as trustees named in the will hereinafter mentioned, interested in the matter of said petition;

And said petitioners further represent that Clinton R. Scott, late of said Milford, died on the fifteenth day of May, 1909, leaving a certain written instrument purporting to be his last will and testament, in which will and testament your petitioners were named executors;

That the same has been offered for probate, and the matter of the allowance thereof as the last will of said Clinton R. Scott is now pending in said Court;

That said Clinton R. Scott, left a widow, said Ida F. Scott, and a daughter, said Adelaide Hunt Reynolds, as his only heir at law and next of kin;

That your petitioners and the said respondents are the only parties interested or claiming to be interested in the estate of said decedent;

That a controversy has arisen between the persons claiming as devisees and legatees under said instrument, and the persons entitled to said estate under the statutes regulating the descent and distribution of intestate estates;

That in order to terminate said controversy, an agreement of compromise has been entered into, to which agreement the persons named as executors in said will, both in their capacity as said executors and in their capacity as trustees therein named, the persons claiming the estate as devisees and legatees thereunder, and the persons claiming the estate as intestate, are parties;

That said agreement of compromise is as follows:-

Whereas, said Clinton R. Scott, late of said Milford, has deceased leaving a certain written instrument dated May 8th, 1907, and purporting to be his last will and testament, which instrument is now on file in the Registry of Probate for said County of Worcester; and

Whereas, a controversy has arisen concerning said instrument and the distribution of the estate of said deceased, between the persons who claim as devisees or legatees under said instrument and the persons entitled to the estate of said deceased under the statutes regulating the descent and

distribution of intestate estates;

Now therefore, we, Clifford A. Cook and Augustus E. Scott, the persons named as executors and trustees in said will, and we, Ida F. Scott, Adelaide Hunt Reynolds, formerly Adelaide Hunt Scott, George L. Gardner, Walter F. Mann, Malvina F. Gleason, Clinton Henry Reynolds, Mary G. Scott and the Universalist Society of Milford, Massachusetts, the same being the only parties now in being claiming the estate of said deceased as intestate or as devisees or legatees or as trustees, and being all and the only parties whose interests would be affected thereby, in consideration of one dollar and other valuable considerations paid by each of us to the others, the receipt whereof is hereby acknowledged, do hereby become parties to this agreement and compromise as hereinafter set forth, and we and each of us hereby agree that the aforesaid controversy shall be adjusted on the terms of said compromise agreement.

First. It is agreed that the estate of said Clinton R. Scott shall vest in and be taken by the trustees and other parties named in said will and be held, paid out and distributed by the said trustees named therein, the same as it would if the second paragraph in the seventh clause of said will, which paragraph begins with the words, "To pay the net income of", and ends with the words, "known as Protestant", read as follows, namely: "To pay and expend in their discretion such sum or sums as may seem to them necessary and wise for the education of the child or children of my daughter, Adelaide Hunt Scott, if any, in Protestant schools or colleges, but in no case are any such expenditures to be made for any child that shall have embraced any other religion or affiliated with any other sect than those known as Protestant. If such expenditure or expenditures be required before the death of my wife, Ida F. Scott, the same shall be made from the principal of my estate, but not to an amount exceeding five thousand (5,000) dollars. If such expenditure or expenditures be required at any time after the death of said Ida F. Scott, the same may, in their discretion, be taken in whole or in part from the principal of my estate, but not to an amount such that the entire amount taken from the principal for said purpose, both before and after the death of said Ida F. Scott, shall exceed five thousand (5,000) dollars, or the same may be taken in whole or in part from the income thereof to such amount as they deem wise.

Said trustees shall pay the net income of all the residue of my estate quarterly, or oftener if it shall be found convenient so to do, to my said wife, Ida F. Scott, during her life, and at the decease of said Ida F. Scott, my said trustees shall pay to my daughter, Adelaide Hunt Scott, the net in-