

9-1982/20

21st June 1808

By an Indenture of the above date, made between the following parties viz - John Smart Esqr of the first part, William Woolf, of the Middle Temple, Esqr, and Robert Bowyer of Pall Mall of the second part, and Sarah Smart of the third part.

After reciting by way of preamble as follows, viz That by a Deed dated the 27th of May, 1808 Robert Woolf of Bradford Leigh in the County of Wilts Esqr, had mortgaged an estate of his, in Wiltshire, to the said William Woolf and Robert Bowyer for securing the payment of the sum of £600 therein stated to have been advanced and lent to him

That the £600 so lent to Robert Woolf was in fact Mr. Smarts money.

That the same was advanced in the names of William Woolf and Robert Bowyer, and the mortgage made to them, in order to be settled by the said John Smart in making a provision for the said Sarah Smart, and her issue

That Mr. Smart being desirous of making some further provision for the said Sarah Smart, had that day placed in the names of the said William Woolf and Robt Bowyer £1750 four per cent Bank Annuities

It is then declared by all the parties to the Indenture, that the said William Woolf and Robert Bowyer were to hold the above mentioned £600 principal money, secured by Robert Woolfs mortgage, and also the £1750 four per Cent Bank Annuities, upon the following trusts, viz

1st To pay the Interest and Dividends of those two sums to Sarah Smart, or to whomsoever she should appoint, but not so as to allow her selling or mortgaging it. And in case of her marrying, to be paid to her separate use, and on her separate receipt.

2. Upon the death of Sarah Smart the £600 principal money, and the £1750 Four per Cent Annuities, and the future interest and dividends to be in Trust for all, or any one, or more of the Children, of the said Sarah Smart, and in such proportions as she should think fit, and by any Deed or by her will directs

And in case she should leave no direction, then in Trust for all her children equally, provided she should have children who (if sons) should live to attain 21 years of age, or, dying under that age, should leave living issue, or, (if daughters) should either attain 21 years of age or marry under that age, with consent of parents.

3. In case there should be no Child of Sarah Smart, then the said £600 principal money, and £1750 four per cents and the Interest and Dividends thereof to be held on the following Trusts viz,

1st Case If Sarah Smart should marry, then as to one half the Trust Fund, In Trust for her, Sarah Smart, her Executors, Admrs or Assigns And as to the other half, In Trust for the said John Smart his Executors, Admrs or Assigns

But if under a certain Proviso mentioned afterwards, the sum of £500 after mentioned or any part thereof should have been advanced to Sarah Smart her half of the Trust - fund should be reduced proportionally.

2nd Case If Sarah Smart should die without having been married, then In Trust to pay to the Executors, Administrators or Assigns of the said Sarah Smart £500 Sterling.

And stand possessed of the residue of the trust - fund, in trust for the said John Smart his Executors, Administrators, and Assigns

But in Case under the same before mentioned Proviso any part of the sum of £500 therein mentioned Proviso any part of the sum of £500 therein mentioned should have been advanced, to the said Sarah Smart in her lifetime, then the above £500 Sterling to abate proportionally.

1. Provisoes 1. That in Case any Children of Sarah Smart should be under age at her decease, the Trustees should be at liberty to apply towards the maintenance of such Children all or any part of the Interest of the Trust fund And to advance any part of Capital, not exceeding one half of any Child's expectant portion towards placing out or establishing Children. And in case of any suspense or vacancy of persons entitled to vested interest in the trust, property the interest and dividends to be laid out to accumulate during such suspension.
2. (Being the Proviso before referred to) A Proviso enabling the trustees, with the written consent at John Smart during his life, and after his decease at their own discretion to raise £500 and pay the same to Sarah Smart or as should she direct
3. Proviso enabling the trustees to change any of the Securities on which the trust property stood invested.
4. Proviso for nominating of new Trustees in case of either dying or desiring to be discharged.
5. Proviso for securing the trust Expenses, and indemnifying the Trustees against involuntary Loss.

A Covenant by Mr. Smart to pay the Property or Income Tax during Sarah Smart's life.

JJ Smart. March 28th 1825.