This Indenture made the twenty first day of June in the year of our Lord one thousand eight hundred and eight — Between John Smart of No 2 Russell place Fitzroy Square in the County of Middlesex Esquire of the first part William Woolf of the Middle Temple London Esquire and Robert Bowyer of Pall Mall in the said County of Middlesex Esquire of the second part and Sarah Smart of No 3 Russell Place aforesaid residing with and the daughter of the said John Smart Spinster of the third part Whereas by Indenture bearing date on or about the 27th day of May 1808 and made or expressed to be made between Robert Woolf of Bradford Leigh in the County of Wilts Esquire of the one part and the said William Woolf and Robert Bowyer of the other part It is witnessed that in consideration of the Sum of £600 to the said Robert Woolf therein mentioned to be paid by the said William Woolf and Robert Bowyer he the said Robert Woolf did grant bargain sell and demise unto the said William Woolf and Robert Bowyer their Executors Administrators and Assigns All that Capital Messuage or Mansion House and all those Fields Closes Pieces or Parcels of Land situate lying and being in the Parish of Bradford in the said County of Wilts and then in the tenure or occupation of the said Robert Woolf his Undertenants or assigns To hold the same unto the said William Woolf and Robert Bowyer their Executors Administrators and Assigns from the day next before the day of the date of the now recited Indenture for and during and unto the full end and term of five hundred years from thence next ensuing and fully to be complete and ended without Impeachment of waste Subject nevertheless to a Proviso or Condition Covenant and Agreement therein contained for redemption of the said Premises by the said Robert Woolf his heirs Executors or Administrators on payment by him or them unto the said William Woolf and Robert Bowyer their Executors Administrators or Assigns of the Sum of £600 with Interest for the same on the days and times after the rate and in manner therein mentioned and appointed for the payment thereof And whereas the said Sum of £600 so lent to the said Robert Woolf was the proper Money of the said John Smart and not the Money of the said William Woolf and Robert Bowyer which the said William Woolf and Robert Bowyer do hereby admit and acknowledge testified by their severally being parties to and respectively executing these Presents And Whereas the said Sum of £600 was advanced by the said John Smart and the said Mortgage made in the names of the said William Woolf and Robert Bowyer in order to be settled by the said John Smart in making some provision for the said Sarah Smart and her Issue in manner hereinafter mentioned And whereas the said John Smart being desirous of making a further Provision for the said Sarah Smart and her Issue (if any) hath this day transferred into the joint names of the said William Woolf and Robert Bowyer the Sum of £1750 four per Cent Consolidated Bank Annuities and the same is now standing in their names in the Books of the Governor and Company of the Bank of England kept for the Transfer of such Stock which the said William Woolf and Robert Bowyer do hereby admit and acknowledge testified as hereinbefore is mentioned Now this Indenture witnesseth and it is hereby agreed and declared amongst and by the said Parties to these presents that they the said William Woolf and Robert Bowyer their Executors Administrators and Assigns do and shall stand and be possessed of and interested in the said Sum of £600 Principal

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Money by the said in part recited Mortgage secured as aforesaid and also of and in the said Sum of £1750 four per Cent Consolidated Bank Annuities so transferred by the said John Smart into the names of the said William Woolf and Robert Bowyer as hereinbefore is mentioned and of and in the Interest Dividends or annual produce of the said several Sums of £600 Principal Money and £1750 four per Cent Bank Annuities respectively Upon the Trusts and to and for the Intents and purposes and with under and subject to the Powers provisoes and Declarations hereinafter expressed declared and contained of or concerning the same (that is to say) Upon Trust that the said William Woolf and Robert Bowyer or the Survivor of them his Executors Administrators or Assigns do and shall pay the Interest Dividends and annual Proceeds of the said several Sums of £600 principal Money and £1750 four per Cent Consolidated Bank Annuities into the proper hands of the said Sarah Smart or to the hands of such Person or Persons as she by any Note or Writing under her hand shall from time to time appoint to receive the same but not so as to dispose thereof by Mortgage Sale Charge Assignment or otherwise in the way of Anticipation to the Intent that the same may be for the sole and separate use of the said Sarah Smart and may not be subject to the debts controul disposition or engagements of any person or persons with whom she may hereafter happen to marry And it is hereby agreed and declared that the receipt or receipts of the said Sarah Smart or of such Person or Persons as she shall from time to time appoint to receive the same and her or their receipt or receipts only shall from time to time be a good and sufficient discharge and good and sufficient discharges to the Person or Persons paying the same for so much thereof as in such Receipt or Receipts shall be acknowledged or expressed to be received And from and after the decease of the said Sarah Smart do and shall stand and be possessed of and interested in the said several Sums of £600 principal Money and £1750 four per Cent Consolidated Bank Annuities and the Interest Dividends or annual produce thereof respectively In trust for all and every or any such one or more exclusively of the other or others of the Child or Children of the body of the said Sarah Smart lawfully begotten or to be begotten either absolutely or conditionally and with or without power of revocation and with under and subject to such Power Provisos Conditions Restrictions Limitations over (such Limitations over to be for the benefit of some one or more such Child or Children) and in such manner and with such Interest or Maintenance in the mean time as the said Sarah Smart during her Life shall whether covert or sole by any Deed or Deeds writing or writings to be by her sealed and delivered in the presence of and to be attested by two or more credible Witnesses or by her last Will and Testament in writing or any writing purporting to be or in the nature of her last Will and Testament to be by her published and declared in the presence of and attested by the like number of witnesses direct or appoint and in default of such direction or appointment as aforesaid or in case any such shall be made and the same shall not be a complete disposition of the whole of the said several Sums of £600 principal Money and £1750 four per Cent Consolidated Bank Annuities or the whole Interest therein respectively then In trust for all and every the Children and Child of the said Sarah Smart lawfully begotten or to be begotten who being a Son or Sons shall attain the age of twenty one years or depart this Life under that age leaving lawful Issue living at the time of his or their respective decease or born in due time after or who being a Daughter or Daughters shall attain the

age of twenty one years or marry under that age with the consent of her or their Parents or Parent Guardians or Guardian equally to be divided between or amongst all such Children (if more than one) share and share alike as Tenants in common and their respective Executors Administrators or Assigns to and for their own respective use and benefit And if there should be but one such Child then In Trust for such one Child his or her Executors Administrators and Assigns to and for his her and their own use and benefit and to be assigned or transferred accordingly And in case there shall be no such Child of the said Sarah Smart who under the Trusts aforesaid should obtain a vested Interest in the said several Sums of £600 principal Money and £1750 four per Cent. Consolidated Bank Annuities then do and shall stand and be possessed of and interested in the said Sums of £600 principal Money and £1750 four per cent Consolidated Bank Annuities and the Interest Dividends and annual produce thereof respectively Upon the Trusts following (that is to say) In case the said Sarah Smart shall happen to marry then as to one Moiety or half part of the said Sums of £600 principal Money and £1750 four per Cent Consolidated Bank Annuities respectively In trust for the Executors Administrators or Assigns of the said Sarah Smart And as to the other Moiety or half part thereof In trust for the said John Smart his Executors Administrators and Assigns to and for his and their own use and benefit But if under or by virtue of the Proviso hereinafter contained the Sum of £500 hereinafter mentioned or any part thereof shall have been advanced to or for the said Sarah Smart during her life then and in that case the Executors Administrators or Assigns of the said Sarah Smart shall have and be entitled only to so much of the said Sums of £600 principal Money and £1750 four per Cent Consolidated Bank Annuities as with the said Sum of £500 or so much thereof as shall have been advanced as aforesaid will be equal to one Moiety of the said Sums of £600 principal Money and £1750 four per cent. Consolidated Bank Annuities respectively And in case the said Sarah Smart shall happen to depart this life without being or having been married then Upon Trust that they the said William Woolf and Robert Bowyer their Executors Administrators and Assigns do and shall pay into the Executors Administrators or assigns of the said Sarah Smart the Sum of £500 Sterling and do and shall Stand and be possessed of and interested in the residue of the said several Sums of £600 Principal Money and £1750 four per Cent Consolidated Bank Annuities In trust for the said John Smart his Executors Administrators and Assigns to and for his and their own use and benefit but in case under or by virtue of the before mentioned Proviso any part of the said Sum of £500 therein mentioned shall have been advanced to or for the said Sarah Smart then the Executors Administrators or assigns of the said Sarah Smart shall have and be entitled to so much only of the said Sum of £500 Sterling as shall not have been advanced to or for the said Sarah Smart during her life **Provided always** and it is hereby agreed and declared between and by the Parties to these Presents that in case any of the Children of the said Sarah Smart shall be under age at the time of her decease it shall and may be lawful to and for the said William Woolf and Robert Bowyer and the Survivor of them and the Executors or Administrators of such Survivor to pay and apply for and towards the maintenance and Education of such Child or Children respectively all or any part of the Interest Dividends and annual produce of the said Sums of £600 principal Money and £1750 four per Cent

Consolidated Bank Annuities respectively to which such Child or Children respectively shall ~~be~~ for the time being entitled in expectancy under the Trusts herein before declared of or concerning the same And also after the decease of the said Sarah Smart or in her lifetime with her consent in writing and whether married or not to advance any part not exceeding one half of such part of the said Sums of £600 Principal Money and £1750 four per Cent Consolidated Bank Annuities respectively to which such Children respectively shall so for the time being be entitled in expectancy as aforesaid for and towards the placing out in the World or Establishment of such Child or Children respectively and that in case after the decease of the said Sarah Smart there shall be at any time or times a suspence or vacancy of the person or persons for the time being entitled to a vested Interest in the said Sums of £600 Principal Money and £1750 four per Cent Consolidated Bank Annuities respectively or any part thereof respectively or to the Interest Dividends and annual produce thereof or any part thereof respectively then and in such case and so often as the same shall happen the Interest Dividends and annual produce of the said Sums of £600 principal Money and £1750 four per Cent Consol Bank Annuities respectively or so much thereof respectively as shall for the time being be suspended from vesting shall during such suspense as aforesaid be laid out and invested in the purchase of a competent Share or competent Shares of the public Stocks or Funds of Great Britain or at Interest upon Government or real Securities in England so that the same may accumulate and that the said last mentioned ~~Monies~~ Stocks funds and Securities and the accumulations thereof respectively shall belong to or be In trust for such person or persons who under or by virtue of the Trusts hereinbefore declared shall become entitled to a vested Interest in the Trust Money Stocks Funds and Securities from the annual produce of which such accumulations shall have respectively proceeded Provided also and it is hereby agreed and declared between and by the Parties to these Presents that it shall and may be lawful to or for the said William Woolf and Robert Bowyer or the Survivor of them his Executors Administrators or Assigns at any time or times hereafter with the consent in writing of the said John Smart during his life and after his decease at their or his discretion either by calling in and receiving the said Sum of £600 principal Money or by a Sale or Sales of a competent part or parts of the said Sum of £1750 four per Cent Consolidated Bank Annuities to receive and raise any Sum or Sums not exceeding in the whole the Sum of £500 Sterling and pay the same unto the said Sarah Smart or unto such Person or Persons and in such manner and for such intents and purposes as she whether Sole or covert may direct Any thing herein contained to the contrary thereof in any wise notwithstanding Provided also and it is hereby further agreed and declared by between and amongst the said Parties to these Presents to be their and every of their true intent and meaning that notwithstanding any of the Trusts aforesaid it shall and may be lawful to and for the said William Woolf and Robert Bowyer and the Survivor of them and the Executors and Administrators of such Survivor with the consent and approbation of the said John Smart and Sarah Smart or the Survivor of them testified in writing under their hands or the hand of

such Survivor during their respective lives and after the decease of such Survivor at the discretion and by the proper authority of them the said William Woolf and Robert Bowyer or the Survivor of them or the Executors or Administrators of such Survivor to call in compel payment of and receive the said principal Sum of £600 so secured on Mortgage as aforesaid or to sell transfer and dispose of the said £1750 four per cent Consolidated Bank Annuities or any part thereof and to lay and place out the Monies arising from time to time by such calling in receipt sale or disposition as aforesaid upon any other public or on real Security or Securities at Interest or to lay out and invest the same or any part thereof in any of the public Stocks or Funds And also from time to time to call in and receive such Monies so lent or placed out on Security as aforesaid or to sell or dispose of such Stocks or Funds on which the same shall be invested as aforesaid or any part thereof as often as they shall think fit But in the lifetime of the said John Smart and Sarah Smart or of the Survivor of them with such consent testified as aforesaid And from time to time with such consent and approbation or of their or his own proper authority according to circumstances to alter and transpose such Securities and Funds and that they the said William Woolf and Robert Bowyer and the Survivor of them and the Executors and administrators of such Survivor shall stand and be possessed of and interested in all the said Securities and Funds and the Interest Dividends or annual produce thereof Upon the Trusts and to and for the Intents and purposes herein before declared or expressed of and concerning the said Sums of £600 principal Money and £1750 four per cent Consolidated Bank Annuities and the Interest Dividends or annual produce thereof or such of them as shall be then subsisting or capable of taking effect Provided also and it is hereby agreed and declared by and between the said parties to these presents that if the said William Woolf and Robert Bowyer or either of them or any future Trustee or Trustees to be appointed as hereinafter is mentioned shall happen to die or be desirous of being discharged of and from or refuse or decline to act in the trusts hereby in them respectively reposed as aforesaid before the said Trusts shall be fully performed or discharged then and in such case and when and as often as the same shall happen it shall and may be lawful to and for the Trustees or Trustee so declining to act or the Executors or Administrators of such of them so dying by any writing or writings under his or their hand and seal or hands and seals to be attested by two or more credible Witnesses from time to time to nominate substitute or appoint any other person or persons to be a Trustee or Trustees in the stead or place of the Trustee or Trustees so dying or desiring to be discharged or refusing or declining to act as aforesaid such nomination substitution or appointment with the consent and approbation in writing of the said John Smart and Sarah Smart during their joint lives and of the Survivor of them during his or her life and that when and as often as any new Trustee or Trustees shall be nominated and appointed as aforesaid all the said Trust Monies Securities and Funds shall be thereupon with all convenient speed assigned and transferred in such sort and manner and so as that the same shall and may be legally

and effectually vested in the surviving or continuing Trustee of the same Trust Monies and Premises and such new Trustee jointly or if there shall be no such continuing Trustee — of the same Trust Monies and premises then in such new Trustees wholly to for and upon such and the same Trusts intents and purposes as are hereinbefore declared or expressed or with under and subject to such and the same Powers Provisos and Declarations contained of and concerning the said trust Securities Monies and Premises as aforesaid or such of them as shall be then subsisting and capable of taking effect and that every such new Trustee or Trustees shall and may in all things act and assist in the management carrying on and execution of the Trusts to which they shall be so appointed as fully and effectually to all intents effects constructions and purposes whatsoever and shall have and be considered as vested with such and the same powers and authorities as if he or they had been originally in and by these Presents nominated a Trustee or Trustees for the purposes for which — such new Trustee or Trustees respectively shall be appointed a Trustee or Trustees Any thing hereinbefore contained to the contrary in any wise notwithstanding Provided — also and it is hereby likewise declared and agreed by and between the said Parties to these Presents and the true intent and meaning of them and of these Presents is that it shall and may be lawful to and for the said William Woolf and Robert Bowyer and all and every future Trustee or Trustees so to be nominated or appointed as aforesaid and — every or any of them their and every of their Executors and Administrators by and out of all or any of the Trust Monies and Premises aforesaid or any other Monies which by virtue of these Presents shall come to their or any of their hands to deduct retain to and reimburse themselves all such reasonable Costs Charges and Expences as they or any of them shall or may sustain or be put unto in or about the Execution of all or any of the Trusts hereby in them reposed And that they and their respective Executors and Administrators shall be charged and chargeable only for such Monies as they shall — respectively actually receive and every of them only for and with his own respective — Receipts Payments Acts and wilful defaults and not otherwise and shall not be — answerable or accountable for the others or other of them or for the Acts Deeds Receipts — Neglects or defaults of the others or other of them the joining in receipts merely for conformity notwithstanding And they the said Trustees their respective Executors or Administrators or any of them shall not be charged or chargeable with or for any loss or damage which shall or may happen in the placing out all or any of the Trust Monies aforesaid on — real or Government Securities or in parliamentary Funds or by defect of any Security or Securities to be taken in pursuance of these Presents either in Title or otherwise — by depositing the said Trust monies or any part thereof in any Bank or Bankers hands — or elsewhere for safe custody so as during the lives of the said John Smart and Sarah Smart and the life of the Survivor of them the same be done with the consent and — approbation of them or the Survivor of them (to be testified as aforesaid) nor with or for any other loss or damage which shall or may happen in or about the execution of all or any of the Trusts aforesaid without their respective wilful defaults And the said John

Smart doth hereby for himself his Heirs Executors and Administrators covenant promise and agree to and with the said William Woolf and Robert Bowyer their Executors — Administrators and Assigns by these Presents in manner following (that is to say) that he the said John Smart his Heirs Executors or Administrators shall and will from time to time and at all times during the life of the said Sarah Smart well and truly pay or cause to be paid unto the said Sarah Smart all Money such Sum and Sums of Money as shall from time to time be paid by the said Sarah Smart or the said William Woolf and Robert Bowyer their Executors Administrators or Assigns out of or deducted from the Interest Dividends and annual produce of the said Trust Monies Funds — Securities and premises for or on account of the present or any future Property or Income Tax charged or imposed or to be charged or imposed thereon In witness &c where of the said parties to these presents have hereunto set their hands and seals the day and year first above written —

Signed — John (L.S.) Smart —
Wm. (L.S.) Woolf —
Robt. (L.S.) Bowyer —

Signed Sealed and delivered by the within named John Smart William Woolf and Robert Bowyer in the presence of —
Geo. Bowen

Signed Sealed and delivered by the within named Sarah Smart in the presence of —
Geo. Bowen

The above is a true copy of the original deed as examined by us this 19th day of November 1811 —

Geo: Carturight
R: Ogle — — — } Clerks to Messrs Seymour & Montrion Margaret St. Cav. Square

21st June 1808

Attested Copy

Declaration of Trust and Settlement of the Sum of £600 Sterling and £1750 four per Cent Bank Annuities to John Lonsdale Esq. & his Trustees to Messrs Woolf and Bowyer