

to revert to her sister &
their children (or the survivors of
them) or grand children
in equal shares abso-
lutely — or, should there
be no survivor — to be divided
equally between the brother & sister
of the said W H & B see

6 "and there shall be in-
serted a clause empowering
the said W H & B & J C K
to require the trustees to
invest ^{or otherwise} the said fund
in any of the following stock
funds securities etc etc
upon their joint & separate

BC 151 C8.28

1 — what force has executors
admiral's signatures? —

2 or as may at any time
hereafter come to the said
J C K under her Mother's
marriage settlements —
3 be vested in trustees for
her benefit — such trustees
to be appointed by joint act
of the said W H & B & J C K
(or the survivor of them)

who retain the right of
adding to the number of
Trustees or of changing them
should they see fit —

As such Trustees, are to be
appointed for the present

Jk Byron Esq et al et
who hold at present the
power of attorney for the
said J C R —

If are these words "for her
separate use" necessary to
secure it legally, as I have
an objection to them, —

5 ~~Whereas of my decease with~~
~~secretary and in case of death~~
~~of the said N H B absolutely~~
"and in default of such
appointment," in trust
for the said N H B absolutely
to be disposed of by him
as he shall by will or Codicil
appoint — But in default
of such appointment

"not exceeding in the whole"
 & c -

I wish this clause to be
 limited like it now is
 with regard to the whole
 property wh I at present
 possess - but not to apply
 (in this limited form) to any
 money wh may hereafter come
 to me under my Mother's
 marriage Settlements -

To explain my meaning more
 clearly - I wish to the money
 of wh I am at present in
 possession utterly out of
 our power - I mean ^{both} as regards

I saw W & H S B & C
 upon ~~the~~ jointly (or the four
 wives) request ^{trustees in} ~~that~~ to do in
 writing ~~so in writing~~

That they shall also have power
 to add to the number of trustees
 at their discretion - or to appoint
 others in their regimine then
 to resign, appoint others in
 their stead, shd they in any
 way fail to carry out the
 conditions of this Deed -

7 What does 'real security'
 mean - & does it include
 good mortgages?

8_ that they shall not
be able to do so without
the Director's consent
of the aforesaid (or the sur-
vivor of them) —

& only during their lifetime
(or that of the survivor)

to be inserted

9 _____ ✓ "Whether from
this or from any other source"
Could this be put in so as to
have legal force? to explain
my meaning — suppose that to

10_ any one was left
a sum of money, possibly
quite tied up, say equal to
what ~~should~~ be their whole
share under this settlement —
could this clause be so worded
that it wd be in that case
possible to apply the whole
of this aforesaid share for
their "preferment or advance-
ment"? I mean in exas-
tly in the same way that
it is here made possible
to do (under ordinary cir-
cumstances) with the half

who advised me always
used & never speak of "such
security as the Trustees shall
see fit," et al. - et I should
have objected to at once -

& of course without any
entirely being required - the
object being simply this
to give us the power of
obtaining help, ^{to this small amount} from this pro-
perty, should an unforeseen
emergency arise, justifying the
same - ~~as the~~

(10) 3 BC 151 C 8.28
~~with~~ liabilities which arise
from misfortune or accident
& also from any possible
imprudence of our own re-
specting it - but this money
which is here spoken of I wish
to secure only so far as re-
gards the above liabilities
leaving as full power to use
or apply the capital as
in our then circumstances
we may see fit - And I
want it put if possible
in this form (I mean
empowering the Trustees to

lend the whole to my husband
upon his personal security)
because I object much
to having ^(contingent) money placed
entirely in 3 sole power (in
the same way that an
Anti-Suffrage C^t would
do, if it be possible ^{in this way} which
secure it against the
power of misfortune, to ^{jointly}
yet leave us free agents
otherwise - expressly -
wh it seemed just possible
that if this clause (when
altered ~~to~~ agree with the

instructions I gave in
England) were made to
apply to the whole of any possi-
ble addition to our fortune
under my Mother's marriage
settlement, in same way as
it does to the 500 ^{now} wh we
are empowered to borrow
from what is at present
mine) both the ends
desired and be effected -

My instructions in England were
that the power to lend to my husband
the 500 on his "personal
security" (we used the words those
in the law ~~who desired~~)

4
 11 - This clause to be made
 to agree with that made
 6.7.8. when altered -

What I wish is to make
 it all perfectly clear & strong
 gent with regard to the Indenture
 on the following points & yet
 for it to be as worded that
 while legally binding, it in
 fully it may imply no dis
 trust or disrespect towards
 my uncles ^(the said Mr Jeffries & Mr Bryson) who are ~~acting~~
 acting for me now ^{as} (the said
 Mr Jeffries & Mr Bryson) who
 hold a power of attorney
 & are kind enough to act

11/ for me at present —

One of them understands readily
should we think fit to involve
the money out of England
not wish to have to do with
Colonial securities & con-
siders this claim a debt
to be discharged "at need"
The other points are

that the Trustees must
invest ^(or charge investments) the money according
if required to do so by us
within the conditions of
this deed — & that

they cannot do so in any way
without our agreement
& consent