



Dated 8<sup>th</sup> day of July 1909

*Settlement of*

*The Revd. W. N. Manning*

*on his marriage with*

**Miss Dorothea S. J. Powell**

Parties to document :-	Reverend William Norman Manning of Paignton, Devon. Clerk in Holy Orders. Dorothea Sybil Joanna Powell of The Vicarage, Potterne, Wiltshire.
Other names Mentioned :-	Arthur Charlton Jonas Reverend Herbert James Essex Thomas Brailey William Fisher George Norman Edwin George Dart Paulina Dart
Property mentioned in this document :-	Freehold hereditaments in Barnstaple, Devon. Other freehold hereditaments in Barnstaple, Devon.

**This Indenture** the eighth day of July One thousand nine hundred and nine **Between** The Reverend William Norman Manning of Paignton in the County of Devon Clerk in Holy Orders of the first part Dorothea Sybil Joanna Powell of the Vicarage Potterne in the County of Wilts Spinster of the second part and Arthur Charlton Jonas of Salisbury in the County of Wilts Gentleman and The Reverend Herbert James Essex of Boscombe in the County of Southampton Clerk in Holy Orders (who and the survivor of whom or other the Trustee or Trustees for the time being of these presents are hereinafter referred to as the Trustees) of the third part **Whereas** a marriage is intended shortly to be solemnised between the said William Norman Manning and the said Dorothea Sybil Joanna Powell **Andwhereas** the said William Norman Manning is absolutely entitled to a sum of One thousand five hundred pounds and interest secured on Mortgage of certain freehold hereditaments situate at Barnstaple in the County of Devon belonging to Thomas Brailey by an Indenture of Mortgage dated the twenty fifth day of June One thousand nine hundred and four and made between Thomas Brailey of the one part and William Fisher and George Norman of the other part And is also absolutely entitled to a sum of Seven hundred pounds and interest secured on mortgage of certain other freehold hereditaments in Barnstaple aforesaid belonging to Edwin George Dart and Paulina Dart by an Indenture of Mortgage dated the fifteenth day of August One thousand nine hundred and two and made between Edwin George Dart of the one part and the said William Fisher and George Norman of the othe part and by an Indenture of Collateral Mortgage dated the fifteenth day of August One thousand nine hundred and two and made between Paulina Dart of the one part and the said William Fisher and George Norman of the other part which said two sums of One thousand five hundred pounds and seven hundred pounds with the securities therefor were transferred to the said William Norman Manning by an Indenture of transfer of Mortgage dated the twenty fourth day of February One thousand nine hundred and five and made between the said William Fisher and George Norman of the one part and the said William Norman Manning of the other part and pursuant to an agreement made upon the treaty for the said intended marriage the said William Norman Manning has by an indenture bearing even date with and executed before these presents and made between the said William Norman Manning of the one part and the Trustees of the other part transferred the said mortgage debts and interest and the securities for the same respectively to the Trustees **Now this Indenture witnesseth** that in pursuance of the said agreement and in consideration of the said intended marriage **It is hereby agreed and declared** that the Trustees shall until the said intended marriage stand possessed of the said sums of One thousand five hundred pounds and the interest therein and the securities for the same respectively **In trust** for the said William Norman Manning and after the said intended marriage that the Trustees shall stand possessed of the said sums of One thousand five hundred pounds and seven hundred pounds and the interest thereof and the securities for the same respectively and the securities for the time being representing the same (hereinafter called the Trust Funds) **Upon trust** to allow the same to remain in the actual state of investment thereof so long as the Trustees may think fit or shall at any time or times with the consent in writing of the said William Norman Manning and Dorothea Sybil Joanna Powell or the survivor of them during their his or her lifetime and after the death of such survivor at the discretion of the Trustees sell call in or convert into money the same or any part thereof and invest the moneys produced thereby in the names or name or under the legal control of the Trustees in or upon any stocks funds or securities in or upon which trust may for the time being be authorised by law to be invested (or in or upon any of the public stocks or funds or Government securities of the United Kingdom or India or any British Colony or Dependency or any securities the interest in which is or shall be



guaranteed by Parliament or upon freehold copyhold leasehold or chattel real securities in Great Britain but not in Ireland or in Stock in the Bank of England or the Bank of Ireland or Metropolitan Stock or London County Stock or in or upon the Debentures or Debenture Stock or Guaranteed or Preference or Ordinary Stock or shares of any Railway or other Company a fixed or minimum rate of interest or dividend on which is guaranteed whether absolutely or otherwise) by the Government of India or in or upon the Debentures or Debenture or Rent Charge, Stock of any Railway, Canal, Dock, Harbour, Gas, Water or other Company or Body incorporated by Special Act of the Imperial Parliament or of the Legislature of any British Colony or Dependency or by Royal Charter or in or upon the guaranteed or preference Stock or shares any such Company as aforesaid which shall have paid dividends upon its ordinary capital at the rate of at least three per cent per annum for at least Five years prior to the time of investment of which fact a letter purporting to be signed by the Secretary of the Company or by a Banker or member of a firm of Bankers or by the Secretary or Manager of a Joint Stock Bank or any branch thereof shall be sufficient evidence or in or upon the stocks bonds, debentures or securities of any municipality county or district council Public Body or Social Authority in the United Kingdom but not in any stocks funds bonds shares or securities to bearer or transferable by mere delivery or delivery and endorsement though coming within the general description of investments hereinbefore authorised and may with such consent or at such discretion as aforesaid vary or transfer such investments into or for others of any nature hereinbefore authorised and shall pay the income of the trust funds to the said William Norman Manning and his assigns during his life and after the death of the said William Norman Manning shall pay the said income to the said Dorothea Sybil Joanne Powell if surviving and her assigns during her life but so that during the intended coverture the same shall be for her separate use without power of anticipation and after the death of the survivor of them the said William Norman Manning and Dorothea Sybil Joanne Powell shall stand possessed of all the trust funds and the future income thereof In trust for all or such one or more exclusively of the others or other of the children or remoter issue of the said intended marriage such children or issue to take vested interests within twenty one years from the death of the survivor of the said William Norman Manning and Dorothea Sybil Joanne Powell at such age or time or respective ages or times if more than one in such shares with such trusts for their respective benefit and such provision for their respective advancement (either after the death of the survivor of the said William Norman Manning and Dorothea Sybil Joanne Powell or during the lives of them or the survivor of them with their his or her consent in writing) and maintenance and education at the discretion of the Trustees or of any other person or persons as the said William Norman Manning and Dorothea Sybil Joanne Powell shall by any deed or deeds revocable or irrevocable jointly appoint And in default of and subject to any such appointment as the survivor of them the said William Norman Manning and Dorothea Sybil Joanne Powell shall in like manner by deed revocable or irrevocable or by Will or Codicil appoint And in default of and subject to any appointment under the respective powers hereinbefore contained In trust for all or any the children or child of the said intended marriage who being Sons or a Son shall attain the age of Twenty one years or being daughters or a daughter shall attain that age or marry and if more than one in equal shares **Provided always** that no child who or whose issue shall take any part of the trust funds under an appointment by virtue of either of the powers hereinbefore contained shall in default of appointment to the contrary be entitled to any share of the unappointed part thereof without bringing the share or shares appointed to him or her or to his or her issue into hotchpot and accounting for the same accordingly **Provided also and it is agreed** that it shall be lawful for the Trustees at any time or times after the death of the said William Norman Manning and Dorothea Sybil Joanne Powell or in their his or her lifetime with their his or her consent in writing to raise any part or parts not exceeding in the whole one half of the then expectant or presumption or vested share of any child or more remote issue of the said intended marriage in the Trust Funds under the trusts hereinbefore

contained and to pay or apply the same for his or her advancement or otherwise for his or her benefit in such manner as the said William Norman Manning and Dorothea Sybil Joanne Powell jointly during their joint lives or the survivor during his or her life shall request or as the Trustees shall after the death of the survivor of them the said William Norman Manning and Dorothea Sybil Joanne Powell think fit **And it is hereby agreed** that if there shall be no child of the said intended marriage who bring a Son shall attain the age of Twenty one years or being a daughter shall attain that age a marry then subject to the trusts powers and provisions hereinbefore declared and contained and to the powers by law vested in the Trustees and to every exercise of such respective powers the Trustees shall stand possessed of the trust funds **In trust** for the said William Norman Manning **And it is hereby agreed and declared** that the power of appointing new Trustees of these presents shall be vested in the said William Norman Manning and Dorothea Sybil Joanne Powell during their joint lives and the survivor of them during his or her life **Provided always** and it is hereby agreed that the Trustees shall be respectively chargeable only for such moneys and securities as they shall respectively actually receive notwithstanding their signing any receipt for the sake of conformity and shall respectively be answerable and responsible only for their own respective acts receipts omissions neglects and defaults and not for those of each other nor for any Banker Broker Auctioneer or other person with whom or into whose hands any trust moneys or securities shall be deposited or come nor for lending on the security of hereditaments with less than a marketable title nor for the insufficiency in title or deficiency in value of any investments nor for any other loss unless the same shall happen through their own wilful default respectively **And also** that the Trustees may reimburse themselves or pay and discharge act of the trust funds all expenses in or about the execution of the trusts or powers of these presents **Provided always** and it is hereby agreed and declared that the Trustees shall not be bound in any case to act personally but shall be at full liberty to employ a Solicitor or any other Agent to transact all or any business of whatsoever nature required to be done in the premises (including the receipt and payment of money but not involving the exercise of any discretion and shall be entitled to be allowed and paid all charges and expenses so incurred and shall not be responsible for the default of any such Solicitor or Agent or any loss occasioned by his employment **And further** that the said Arthur Charlton Jonas or any Trustee for the time being, being a Solicitor or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional or other charges for business done by him or his firm in relation to the execution of the trusts of these presents whether in the ordinary course of his profession or business or not and although not of a nature requiring the employment of a Solicitor or offer professional person **In Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed Sealed and Delivered  
by the before named William Norman Manning  
in the presence of  
Alexr. A. T. Powell  
43 Nothumberland Place  
London. W. - Civil Servant

*W. N. Manning*  
*Dorothea S. J. Powell*  
*Arthur C. Jonas*  
*Herbert J. Essex*

Signed Sealed and Delivered  
by the before named Dorothea Sybil Joanna Powell in the  
presence of Alexr. A. T. Powell

Signed Sealed and Delivered  
by the before named Arthur Charlton Jonas and  
Herbert James Essex  
in the presence of Alexr. A. T. Powell



*Salisbury and Winchester Journal 10 July 1909*