

528
Dated 26th August 1922
Principal Probate Registry

230145

Probate ^{of the} Will
of
Charles William Huins
deceased

Extracted by
Mess^{rs} Kerwood & Co
Solicitors, Redditch

In His Majesty's High Court of Justice.

The Principal Probate Registry.

BE IT KNOWN that

Charles William
Quins of Westcroft Birchfield
Road Webbeath in the County of
Worcester formerly of West Avenue
Redditch in the County of Warwick
died on the 6th day of June 1922

at Westcroft aforesaid _____

AND BE IT FURTHER KNOWN that at the date hereunder written the last
Will and Testament _____

(a copy whereof is hereunto annexed) of the said deceased was proved and
registered in the Principal Probate Registry of His Majesty's High Court of Justice
and that Administration of all the Estate which by law devolves to and vests in the
personal representative of the said deceased was granted by the aforesaid Court
to

Nellie Louisa Quins widow
The residuary of deceased Thomas
Sturminster and Fred Merry
The executors _____
named in the said
will _____

And it is hereby certified that an Affidavit for Inland Revenue has been delivered wherein it is
shown that the gross value of the said Estate within the United Kingdom (exclusive of what the said
deceased may have been possessed of or entitled to as a Trustee and not beneficially) amounts to

£26737:0:1

And it is further certified that it appears by a Receipt signed by an Inland Revenue Officer
on the said Affidavit that £1635:13:5 on account of Estate Duty and interest on such duty
has been paid.

Dated the 26th day of August 1922

Stonore

Registrar.



INLAND REVENUE

The true gross value £ s. d.
of the said Estate is now
shown to be 28426 8:9

The amount of dis-
count for debts and
general expenses is 8295: 9: 7

The correct rate of
Estate duty is 6%

The amount of ESTATE DUTY paid
on the personal estate has been adjusted
accordingly.

By the Commissioner,
Estate Duty Office,
19 May 1932 L. J. [Signature]



I Charles William Huins of West Avenue in that part of Redditch which is in the County of Warwick Builder and Contractor hereby revoke all Testamentary dispositions heretofore made by me and declare this to be my last will

- 1 I appoint my dear wife Nellie Louisa Huins and my friends Thomas Shumpton of Redditch aforesaid Builder Manager and Fred Merry of Welbourn in the County of Worcester Assistant Schoolmaster (hereinafter called my Trustees which expression where the context admits includes the survivors and survivors of them and the executors or administrators of such survivor or other the Trustees or Trustee for the time being hereof) to be the Executors and Trustees of my will
- 2 I give all my plate linen china glass books pictures prints furniture and other household effects to my said wife absolutely and I also give to her the sum of Five hundred pounds to be paid to her as soon as may be after my death and in priority to all other legacies hereby or by any Codicil hereto bequeathed
- 3 I bequeath to the said Thomas Shumpton the sum of One hundred pounds and to the said Fred Merry the sum of Fifty pounds free of duty respectively if they shall respectively prove my will and act in the trusts thereof
- 4 I devise my freehold messuage and premises situate in West Avenue Redditch aforesaid in which I now reside to my said wife absolutely
- 5 I devise and bequeath all the real and personal estate not hereby or by any Codicil otherwise specifically disposed of and which I can dispose of by will in any manner I think proper either as beneficially entitled thereto or under any general power unto my Trustees Upon Trust that my Trustees shall (subject to the provisions hereinafter contained relating to the business of a Builder and Contractor now carried on by me at Spilay Street and Smalwood Street Redditch aforesaid and the premises upon which the same is carried on) sell the said real estate (including chattels real) and sell or sell and convert into money such part of my personal estate as does not consist of money with power to postpone such sale and conversion

1. 2014

for such a period as my Trustees without being liable to account may think proper and so that any extraordinary interest be not sold until it falls into possession unless my Trustees see special reason for sale I direct that the income of my personal estate however invested shall from my death be treated and applied as income and no part thereof shall be added to capital except accumulations of surplus income (if any) during a minority

6 (1) My Trustees shall out of the money to arise from the sale and conversion of my said real and personal estate and out of any ready money pay my funeral and testamentary expenses death duties (including estate duty and increment value duty (if any) and debt except mortgage debt (if any) or property specifically devised or bequeathed which debts are to be paid primarily out of the property charged therewith and shall also pay or provide for the legacies and annuities hereby or by any Codicil hereto bequeathed ^{and} ~~so~~ that all legacies and annuities and the duty on all legacies and annuities bequeathed free of duty shall be paid primarily out of my personal estate

(2) My Trustees shall invest the residue of the said money in their names or upon any of the investments authorized by law for the investment of trust money with power for my Trustees at discretion to change such investments for others of a like nature

7 My Trustees shall stand possessed of the investments heretofore directed to be made or authorized to be retained (including any part of my residuary estate remaining unconverted) and the investments for the time being representing the same (hereinafter called the trust fund) and the annual income thereof and also (until the sale thereof) of my said business and the profits thereof and the premises upon which the same is carried on upon the trusts and subject to the powers and provisions hereinafter declared concerning the same that is to say:

(1) Upon trust to pay the said income of the trust fund (including the profits of the said business) to my wife during her life or until my youngest or only or surviving child shall attain the age of twenty one years and without power of anticipation during any coverture and upon any such event my Trustees to pay to my said wife two thirds of the income of the trust fund (including the profits of the said

business) and to pay the remaining one third of the income of the trust fund (including the profits of the said business) to my children (if any) in equal shares or child if only one during the remainder of the life of my said wife and from and after the death of my said wife I direct that the capital and income of the trust fund shall be held

(2) In trust in equal shares for all or any my children or child living at the death of the survivor of myself and my wife who attain the age of twenty one years or being female marry under that age And for all or any the issue living at the death of the survivor of myself and my wife who attain the age of twenty one years or being female marry under that age of any child of mine who dies in the lifetime of such survivor leaving issue living at the death of the survivor of myself and wife such issue to take through all degrees according to their stakes in equal shares the share or shares which their parent would have taken if living at the death of the survivor of myself and my wife and having then attained a vested interest and so that no issue shall take whose parent is living at the death of the survivor of myself and my wife and incapable of taking

8 My Trustees may at any time and from time to time but during the life of my wife only with her consent in writing raise any part or parts not exceeding together one half of the presumptive or vested share of any child or other issue of mine under the trusts hereinbefore declared and pay or apply the same for the advancement or benefit of such issue as my Trustees think proper

9 In the event of no child or grandchild of mine attaining a vested interest under the trusts hereinbefore contained I direct my Trustees subject to the trusts aforesaid to divide the trust fund into three equal shares And to hold one of such shares In trust for such person or persons or such object or objects and for such purposes as my said wife shall by deed or will or codicil appoint And in default of and subject to any such appointment the same shall form part of the personal estate of my said wife And to hold one other of such shares In

Trust for the person or persons who would at the time of the failure or
determination of all the prior trusts hereinbefore declared and contained have
been entitled to my personal estate under the Statutes for the distribution of
the personal estate of intestates if I had died at the time of such failure or
determination intestate and unmarried such persons if more than one to take the
shares which they would have taken under the same Statutes And I give the
remaining share In trust as to One hundred pounds thereof for the United
Methodist Church Redditch as to another One hundred pounds thereof In trust
for the Smallwood Hospital Redditch as to another One hundred pounds thereof
In trust for the Smallwood Almshouses Redditch and as to the remainder thereof
In trust for such Charitable and Religious Institution or Institutions or other
Charitable Object or Objects in Redditch aforesaid as my Trustees may in their
absolute discretion select and to be paid to or for such Institutions or Objects if more
than one in such proportions as my Trustees may think proper And I declare
that the receipts of the Treasurers of the respective Institutions shall be sufficient
discharges to my Trustees who shall not be concerned to see to the application of such money

10 (1) With respect to the business of a builder and contractor now carried on by me at
Redditch aforesaid or any other business in which I may be engaged at my death
my Trustees may continue the same for so long as my said wife shall consider it
desirable or expedient so to do or discontinue the same at any time and wind up
the affairs thereof with power for my Trustees if and so long as they shall continue
the business to employ therein the whole or any part of the Capital which shall be
employed therein at my death and also such further part (if any) of my estate as they
shall think expedient (not exceeding Five hundred pounds) and with power also
to employ Managers Agents and Clerks and also to admit any person or persons as
Partner or Partners with them in the business and generally to act in the conduct
of the said business as they shall in their absolute discretion think fit without
being answerable for any loss arising thereby _____

(2) During the continuance of such business by my Trustees, the net profits arising therefrom shall be applied in like manner as income arising from investments representing the proceeds of sale of such business if said would be applicable

(3) My Trustees may if they think fit have the entire management of the said business while so continued as aforesaid to the said Thomas Shrimpton notwithstanding that he is an Executor and Trustee of this my Will and my other Trustees shall be under no obligation to attend personally to the said business or be in anywise responsible for any loss which may arise by their omission to attend personally to the said business or to interfere therein

(4) That notwithstanding that the said Thomas Shrimpton is an Executor and Trustee of this my will he shall be entitled to receive and retain for his own use in addition to the salary he shall have been paid at the time of my death a commission at the rate of Twenty five pounds per centum on the net profits of the said business whilst he shall undertake the entire management of the said business and he shall not be bound to account for the same. The expression "net profits" as herein used shall be the profit of my said business after deducting all salaries and wages also after deducting a sum for depreciation of plant stock in trade and other effects of the said business also after deducting any loss of rental value for the time being of the business premises and also after deducting from the profits any excess profits duty and also after deducting any other sum from such profits as the Auditors may deem advisable

(5) Whenever my Trustees shall decide to discontinue the said business and wind up the affairs thereof they shall offer the said business for sale to the said Thomas Shrimpton if he shall then be Manager of the said business

(6) The said Thomas Shrimpton shall be allowed twenty one days within which he must either accept or decline such offer and if he shall not accept the same within such period he shall be deemed to have declined it and if he shall accept the said

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Price 2s. 6d.

offer the price to be paid for the said business shall be ascertained by the valuation of a Chartered Accountant and Appraiser nominated by my said wife but if she shall then be dead such value shall be nominated by the Chairman for the time being of the Redditch Urban District Council or failing him then by the Surveyor for the time being of this Council.

(7) The purchaser under my will shall be concerned to see or enquire whether the business has been duly offered for sale to the said Thomas Shrimpton as hereby directed, nor whether any such offer shall have been accepted or declined nor shall the title of such Purchaser be afterwards impeached on the ground that the said business had not previously been duly offered for sale as aforesaid or that any such offer (if made) had not been duly declined.

(8) If the said Thomas Shrimpton shall purchase the said business as aforesaid he shall pay one third at least of the purchase money at the time of completing the purchase being not more than two months after he shall have agreed to purchase the same but the remaining two thirds or any less proportion of the purchase money may remain a debt from him to my estate and to be paid by two annual instalments at the expiration of twelve and twenty four calendar months respectively from the time of completion and shall be secured in the meantime with interest thereon at the rate of five pounds per centum per annum by a mortgage of all interest of the Purchaser in the premises purchased by him except such part as would necessitate the Debt being Registered as a Bill of Sale.

(9) All money arising from the sale of my said business shall be invested by my Trustee in any of the investments hereinafter authorized with power to my investment and shall form one fund with and be deemed to be part of the trust fund.

~~This is the last and best of my will~~

11 And I direct that the net rents and profits of any real estate (including chattels real) for the time being subject to the trust of my will (including the net proceeds of sale of timber) or of so much thereof as for the time being remains unsold shall after payment thereof of all rents rates taxes and other outgoings and all expenses incurred in the exercise of the powers hereby conferred and in the opinion of my Trustees properly payable out of income be paid or applied in like manner as the income of investments representing proceeds of sale of the said real estate is hereby directed to be paid and applied

12 And in respect of the freehold premises belonging to me where my said business is carried on I empower my Trustees so long as the said business is carried on by them as aforesaid to occupy and use the said premises in connection with the said business in the same manner as the same have been heretofore used by me

In witness whereof I the said Charles William Hewins have to each sheet of this my will contained in this and the preceding six sheets of paper at my hand this thirteenth day of February one thousand nine hundred and eighteen _____ Charles W^m Hewins _____

Signed by the above named Charles William Hewins as his last will in the presence of us both present at the same time who in his presence and in the presence of each other have hereunto set our names as witnesses _____ Alfred Kerwood Sec^r Redditch _____

The F. Hemming Clerk to me Alfred Kerwood

BY DEED OF RETIREMENT of thirtieth June One thousand nine hundred and thirty and made between the within named Fred Merry of the one part and the within named Nellie Louisa Huins and Thomas Shrimpton of the other part the said Fred Merry retired from the trusts of the within written Will and the said Nellie Louisa Huins and Thomas Shrimpton consented to the said Fred Merry being discharged from the said trusts and to the vesting in the said Nellie Louisa Huins and Thomas Shrimpton alone of the properties and investments subject to the said trusts

BY DEED OF APPOINTMENT dated twentieth April One thousand nine hundred and thirtyone and made between the said Nellie Louisa Huins of the one part and Victor Henry Mole of the other part the said Nellie Louisa Huins appointed the said Victor Henry Mole to be a Trustee of the said Will in the place of the said Thomas Shrimpton then deceased

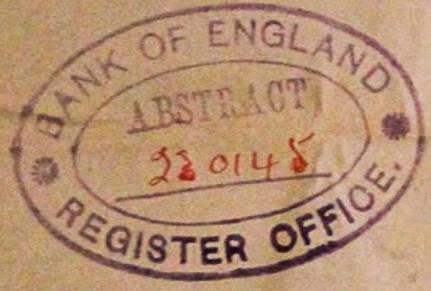
28/9/1922



N. A. Pearson
Manager.

MONEY ORDER SEPT
10/21/22
15/190

REDDITCH BENEFIT BUILDING SOCIETY
W. J. Baylis
(Secretary)



and on behalf of THE REDDITCH GOLF CLUB
N. G. Harrison
Secretary
3/2/24

NORTHERN ASSURANCE COMPANY LIMITED.
LONDON 2^d Sept 1922
REGISTERED
N. A. Pearson
for the Actuary.

For the Redditch Football Club Ltd
Chas. Harrison & Son
Redditch
3/14/24. Accountants to the Club.

For the Redditch Palace Limited.
Shipwood Sons & Co
Bham.
2/14/24 Accountants to the Coy.

DEPT. OF TRADE ISSUED UNDER
G. Harrison
28/9/22

Registered 22 FEB 1942
WINDSOR ENGINEERS & MECHANICAL WORKS LTD
Windsor

REFUGE ASSURANCE COMPANY LIMITED.
REGISTERED
8th September 1922

Registered at



J. C. Pugh

THE DERWENT VALLEY WATER BOARD.
REGISTERED
19th September 1922
O. B. Grew
6/48. CLERK.