

443
The Principal Registry.

443
Probate

of the Will of

Mr. George Pearce
deceased.

Dated 27th September 1918.

Extracted by
Alfred Kerwood,
Solicitor,
Redditch.

In His Majesty's High Court of Justice.

The Principal Probate Registry.

BE IT KNOWN that *George Pearce of Riverside Bidford*
in the County of *Warwick* _____

This Grant is made upon the condition that no portion of the assets shall be distributed or paid during the War to any beneficiary or creditor who is a German, Austro-Hungarian, Turkish or Bulgarian subject, wherever resident, or to anyone on his behalf, or to or on behalf of any person resident in Germany, Austria-Hungary, Turkey or Bulgaria, of whatever nationality, without the express sanction of the Crown, acting through the Treasury; and if any distribution or payment is made contrary to this condition the Grant of Probate or Letters of Administration will be forthwith revoked.

Upon an application to the Solicitor to the Treasury there will be no difficulty in proper cases in obtaining the sanction of the Treasury to the payment of a moderate sum out of assets to beneficiaries or creditors who are German, Austro-Hungarian, Turkish or Bulgarian subjects resident in this country at the commencement of the War and during the War.

A. MUSGRAVE,
Senior Registrar.

(29,465). Wt.1459—24. 30,000. 4/18. Gp.133. A.&E.W.

doe Maria Pearce widow the relict and Harry
Adolphus Pearce and Arthur Richard Biddle Pearce sons
of deceased the executors _____

named in the said *W.M*

And it is hereby certified that an Affidavit for Inland Revenue has been delivered wherein it is shewn 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 £4353-15-4

And it is further certified that it appears by a Receipt signed by an Inland Revenue Officer on the said Affidavit that £79-13-2 on account of Estate Duty and interest on such duty has been paid.

Dated the *27th* day of *September* 1918



THIS GRANT IS SUBJECT TO
THE CONDITIONS STATED IN
THE ANNEXED AFFIDAVIT

In His Majesty's High Court of Justice.

The Principal Probate Registry.

BE IT KNOWN that *George Pearce of Riverside Bidford*

in the County of Warwick _____

died on the *12th* day of *April* 1918

at *Bidford 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 *Louie Maria Pearce widow the relict and Harry Adolphus Pearce and Arthur Richard Biddle Pearce sons of deceased the executors* _____

named in the said Will

And it is hereby certified that an Affidavit for Inland Revenue has been delivered wherein it is shewn 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 *£4353-15-4*

And it is further certified that it appears by a Receipt signed by an Inland Revenue Officer on the said Affidavit that *£79-13-2* on account of Estate Duty and interest on such duty has been paid.

Dated the *27th* day of *September* 1918

A. Musgrave
Registrar.



THIS GRANT IS SUBJECT TO THE CONDITIONS STATED IN

413

PROBATE

This is the last Will and Testament

George Pearce of Bedford in the County of Warwick Gentleman I hereby revoke all former Wills and testamentary dispositions made by me and declare this to be my last Will and Testament I appoint my Wife Louie Maria Pearce and my sons Harry Adolphus Pearce and Arthur Richard Biddle Pearce (hereinafter called my Trustees) to be the **Executors and Trustees** of this my Will I give all my plate linen china glass books pictures prints urns liquors furniture and other household effects and all my live and dead stock crops and farming implements to my said Wife Louie Maria Pearce absolutely I devise and bequeath all my freehold and leasehold premises situate at Bedford aforesaid (with the exception of my freehold messuage lands and premises known as Brookfields Farm) unto my Trustees upon trust to pay the income arising therefrom to my said Wife Louie Maria Pearce for and during the term of her natural life and on her decease I direct and declare that my Trustees shall hold the said freehold and leasehold premises (with the exception of Brookfields Farm aforesaid) upon trust that they shall as soon after her decease as circumstances shall permit convey and assign the same to and I hereby devise and bequeath the same to my daughter Edith

Lanc' Spencer the Wife of William Spencer for her
separate use absolutely to the intent that she shall
from thenceforth hold the said freehold and leasehold
premises (with the exception of Brookfields Farm aforesaid)
as to the said freehold premises in fee simple and as to
the said leasehold premises for the unexpired residue
of the term or terms of years granted therein by the
Original Lease or Leases thereof or Sub-Lease or Sub-
Leases thereof (as the case may be) under which I hold
the same and as to all the said freehold and leasehold
premises (with the exception of Brookfields Farm aforesaid)
free and discharged from all principal money or moneys
and interest (if any) charged thereon at the time of my
decease And I declare that any conveyance and
Assignment of the said freehold and leasehold premises
to my said daughter as hereinbefore provided shall be
made free of expense to her my said daughter and that
any expenses attending thereon shall be paid out of the
remainder of my estate not so conveyed and assigned
to her as aforesaid And I also declare that in the
event of there being at the time of my decease any
principal money or moneys or interest charged on such
premises so devised and bequeathed to and directed to
be conveyed and assigned to my said daughter should
she live to survive my said Wife as aforesaid then and in
such case any such principal money or moneys or interest
so charged as aforesaid and every portion thereof shall be
paid out of the remaining part of my estate in execution

of the said freehold and leasehold premises so devised ~
 and bequeathed to and directed to be conveyed and assigned
 assigned to my said daughter should she live to survive
 my said Wife as aforesaid And I also expressly declare
 that my Trustees shall not under any circumstances ~
 whatsoever mortgage charge or in anywise encumber the
 said freehold and leasehold premises so devised and ~
 bequeathed to and directed to be conveyed and assigned
 to my said daughter (should she live to survive my said
 Wife as aforesaid) at any time during the lifetime of her
 my said Wife and shall as soon after my decease as
 circumstances shall permit under the authorization ~
 hereinafter contained or under any other provision in ~
 that behalf contained in this my Will raise any money
 or moneys which may be necessary to pay off any sum
 or sums which may be charged thereon at the time of
 my decease so that such premises may become properly
 vested in them my Trustees (any expenses attending the ~
 raising of such money or moneys the payment of any
 such sum or sums and the getting of such premises properly
 vested in them to be paid out of the remainder of my estate)
 in exoneration of such premises so to be properly vested ~
 in them as aforesaid) and to be held by them free from ~
 incumbrances before and until such premises shall be
 conveyed and assigned by them to my said daughter
 should she live to survive my said Wife as aforesaid ~
 And I also further declare that any income which shall
 accrue from the said freehold and leasehold premises ~

2. W.

(so devised and bequeathed to and devised to be conveyed
and assigned to my said daughter should she live to
survive my said Wife or aforesaid) between the date of the
death of my said Wife and the date of the conveyance
and Assignment of such premises to my said daughter
shall be paid to her my said daughter on such conveyance
and Assignment being made to her Provided always
And I declare that if my said daughter shall die in
my own lifetime or in the lifetime of my said Wife
leaving a child or children her surviving and who being
a son or sons shall attain the age of twenty one years
or being a daughter or daughters shall attain that
age or marry under that age then and in such case
my said Trustees shall upon the eldest or only child
of my said daughter (as the case may be) attaining
the age of Twenty one years or being a daughter or
marrying under that age (whichever shall first take
place) or as soon after the happening of that event
as circumstances shall permit sell the said freehold and
leasehold premises with the exception of Brookfields
Farm aforesaid (they having first paid out of the
remaining part of my estate any principal money or
moneys and interest (if any) that may be charged thereon
at the time of my decease or herebefore provided) and
divide the net proceeds arising therefrom after payment
thereout merely of all expenses incidental to such sale
and not deducting therefrom any sum or sums of
money which may have been previously charged on

such premises and also the unapplied income (if any) which may have accrued under the declaration ~ next hereinafter contained in respect of the said premises from the date of the death of my said Wife to the date of such division amongst all the children if more than one (including the eldest or if a daughter the first or many as aforesaid as the case may be) of my said daughter who being a son or sons shall have then or attained or shall thereafter attain the age of twenty one years or being a daughter or daughters shall have then attained or shall thereafter attain that age ~ or shall have then married or shall thereafter marry under that age in equal shares and if there shall be only one such child the whole to be in trust for that one child And I declare that if on the decease of my said Wife (my said daughter having previously died) any child of my said daughter presumptively entitled to a share in that portion of my estate which is to be sold in the event and at the time heretofore mentioned under the lastly preceding declaration shall be under the age of Twenty one year and being a female shall be also unmarried then and in every such case the said presumptive share of such infant shall be retained by my Trustees or if the said portion of my estate heretofore referred to shall be sold under the lastly preceding ~ declaration as aforesaid before such infant attains a ~ vested interest such presumptive share shall be divested and retained by my Trustees And in each event such

share of any such infant shall be deemed to be &
property held in trust for that infant within the
meaning of Section 43 of the Conveyancing and Law of
Property Act 1881 and the income thereof shall at the
discretion of my Trustees be applied accordingly. Provided
also that I hereby declare that in the event of my
said daughter dying in the lifetime of my said Wife
without leaving any child or children her surviving
who being a son or sons shall attain the age of Twenty
one years or being a daughter or daughters shall attain
that age or many under that age then and in such
case my Trustees shall hold and retain the said &
freehold and leasehold premises (with the exception of
Brookfields Farm aforesaid) ~~held~~^{and} discharged
from all principal money or moneys and interest (if any)
charged thereon at the time of my decease in trust
for such person or persons for such Estate or Estates as
shall be applicable to freehold and leasehold premises
respectively and in such share or shares (if more than
one) and subject to such powers and provisions and in
such manner but so as not to offend the rule against
perpetuities as my said daughter shall by Will or
Codicil appoint and for this purpose I declare that
my said daughter shall be deemed to have such a
disposing power over such freehold and leasehold &
premises (with the exception aforesaid) at the time of
her decease. And I declare that the interest or interests
of any person or persons who shall become entitled under

The aforesaid power of appointment to a share or shares
 in the said freehold and leasehold premises (with the
 exception aforesaid) shall become vested in such person
 or persons immediately on the decease of my said
 daughter And he she or they shall only become
 divested of such interest or interests in the event of my
 said daughter dying leaving any such issue as
 aforesaid her surviving and until such freehold and
 leasehold premises shall have been conveyed and
 assigned to him her or them by my Trustees as
 hereinafter provided my Trustees shall be deemed bare
 Trustees for such person or persons except only in the event
 of my said daughter dying leaving any such issue
 as aforesaid And I do wish and declare that in the
 event of my said daughter exercising the aforesaid
 power of appointment which is to operate and take effect
 except in the event of her dying leaving any such issue
 as aforesaid her surviving my Trustees shall as soon after
 the decease of my said daughter should she leave no
 infant child or children her surviving or as soon after
 the death of such infant child under the age of Twenty
 one years or being a daughter unmarried (should
 she leave only one infant child) or the death of the last
 surviving infant child under the age of Twenty one
 years or being a daughter unmarried (should she
 leave infant children) as circumstances shall permit
 convey and assign the said freehold and leasehold
 premises (with the exception aforesaid) to the person or

persons for such estate or estates as shall be applicable
to freehold and leasehold premises respectively and in
such share or shares (if more than one) and subject to
such powers and provisions and in such manner or as
near thereto as legal circumstances permit as my said
daughter shall have appointed the same under the
said power of appointment so given to her as aforesaid
To the intent that such person or persons shall therewith
legally and equitably hold the said freehold and
leasehold premises for such estate or estates and in
such share or shares (if more than one) and subject to such
powers and provisions and in such manner as aforesaid
or as near thereto as legal circumstances shall permit
And I declare that any conveyance and assignment
of the said freehold and leasehold premises to any
person or persons under the direction to my Trustees lastly
hereinbefore expressed shall be made free of expense
to such person or persons so taking the same and that
any expenses attending the same shall be paid out of
the remainder of my estate not so conveyed and
assigned to such person or persons as aforesaid And
I also declare that any income (including accumulations
of income or surplus income) if any arising from the
share of any deceased infant under the clause
hereinbefore contained whereby my Trustees are to hold
the presumptive share of any infant child of my
said daughter under this my Will In trust for that
infant within the meaning of Section 43 of the Conveyancing

personal estate (hereinafter called 'the residue of my
property') of which I may die possessed (including my
freehold messuage lands and premises known as a
Brookfields Farm) to my Trustees upon trust that they
shall sell call in and convert into money the same
or such part thereof as shall not consist of money and
shall with and out of the moneys produced by such
sale calling in and conversion and with and out of my
ready money pay my funeral and testamentary expenses
and debts (including any Mortgages or Charges there
may be at the time of my decease on my freehold
and leasehold premises situate at Brookfields aforesaid
which have been heretofore specifically devised and
bequeathed to my Trustees upon the trusts hereinbefore
set forth concerning the same) and shall at their discretion
invest the residue of the said moneys with power for
them from time to time at such discretion as aforesaid
to vary such investments and shall stand possessed of
the said residuary trust moneys and the investments
for the time being representing the same (hereinafter
called the Residuary Trust Funds) in trust to pay the
income thereof to my said Wife Louisa Maria Pearce
during her life and for and after her decease in trust
for my three sons the said Henry Adolphus Pearce Frank
Edgar Pearce and the said Arthur Richard Bridell
Pearce in equal shares Provided always that if any
or either of my said three sons shall die in my lifetime
leaving a child or children who shall survive me and

being a son or sons shall attain the age of twenty one
 years or being a daughter or daughters shall attain
 that age or many under that age then and in every
 such case the last mentioned child or children shall
 take (and of more than one equally) between them) the
 share or interest which his or their parent would have
 taken under this my Will (and in the Residuary
 Trust Funds if such parent had survived me) And I
 declare that if any grandchild of mine entitled in
 expectancy to a share ^{in - in - in} ~~of~~ the Residuary Trust Funds under
 this my Will shall on the death of my said Wife be
 under the age of twenty one years and being a female
 shall be also unmarried then and in every such case my
 Trustees shall allow the expectant share of any such infant
 to remain in its then present state of investment or otherwise
 or at their discretion to change or transpose the nature or
 condition thereof with power to vary the investments thereof
 from time to time and any such expectant share shall
 be deemed to be ^{his} ~~the~~ property held in trust for such infant
 within the meaning of Section 43 of the Conveyancing
 and Law of Property Act 1925 and the income thereof
 shall at the discretion of my Trustees be applied accordingly
 And I authorize and empower my Trustees (in addition
 to any power they may have to raise money to pay
 any debt or debts under the trust for sale and conversion
 hereinbefore contained concerning the residue of my property
 by mortgaging the whole or any portion of the unconverted
 part of my real and chattel real Estate which may be

included in the devise of the residue of my property, herein-
before contained to levy and raise any sum or sums of
money, they may think fit so to do for the payment
of any debt or debts which may at the time of my decease
be secured by Mortgage or Charge on the freehold and
leasehold premises situate at Madford aforesaid &
specifically devised and bequeathed by this my Will
to my Trustees upon the trusts herein set forth and which
are not included in such devise of the residue of my
property hereinbefore contained and to pay and apply
the sum or sums of money which may be so levied and
raised in or towards the satisfaction of any such debt or
debts so secured as aforesaid And I declare that any
Mortgage made under the foregoing power may
contain any powers and provisions which my Trustees
shall think proper and that no Purchaser or Mortgagee
of any part of my estate upon any Mortgage expressed
to be made under the foregoing power or upon any sale
for levying and raising any sum or sums for the
aforesaid purpose under the trust for sale and conversion
hereinbefore contained shall be bound or concerned to see
to the application of any such sum or sums so levied
and raised as aforesaid or otherwise as to the necessity
or propriety of such Mortgage or sale nor shall such
Purchaser or Mortgagee be affected by notice that such
sale or Mortgage is unnecessary or improper And I
declare that my Trustees may (but subject and without
prejudice to the other provisions of this my Will) postpone

the sale and conversion of the whole or of any part of the residue of my property in such time during the life of my said Wife as they shall think fit notwithstanding the existence of any Mortgages or charges thereon or on any portion thereof from time to time And I also declare that the rents profits and income to accrue from and after my decease until the death of my said Wife of and from such part of the residue of my property as shall for the time being remain unsold and unconverted shall after payment thereof of all incidental expenses and outgoings including Mortgage interest (if any) be paid and applied to the person or persons and in the manner to whom and in which the income of the proceeds of such sale and conversion would for the time being be payable or applicable under this my Will if such sale and conversion had been actually made And as regards any portion or portions of the residue of my property which may remain unsold or unconverted upon the death of my said Wife I empower my Trustees (with the joint consent of the Executive Beneficiaries under this my Will) to postpone the sale and conversion of any part or parts of such portion or portions for so long as they shall think fit (notwithstanding the continued existence of any Mortgages or Charges thereon or on any portion thereof) and in that event any such part or parts (the sale and conversion of which are postponed) shall be retained in the hands of my Trustees till sold and converted and any income to accrue after the death of

my said Wife of and from such part or parts shall be
paid to or held in trust for the said Ordinary Beneficiaries
under this my Will in the same manner as the proceeds of
sale and conversion of such part or parts when sold And
I also declare that as regards all or any part or parts ~
of my Real or Leasehold property, remaining from time to
time unold my Trustees shall be at liberty (but only ~
during the period of the lifetime of my said Wife so far
as regards the freehold and Leasehold property, at Bedford
so specifically devised and bequeathed by this my Will
to my Trustees as aforesaid upon the trusts herein set
~~forth~~^{out} and which freehold and leasehold property is
not included in the general devise of residue) to let or ~
demise the same either from year to year or for any term
of years at such rent and subject to such covenants and
conditions as they shall think fit to accept surrenders
of Leases and Tenancies to cut timber to expend money
in repairs and improvements and generally to manage
the property, according to their absolute discretion And
I also declare that all money liable to be invested
under this my Will may be invested in any stocks
funds or securities authorized by law for Trust Funds
or in the purchase of insured Stock of any British
Colony or on Mortgage of any Leasehold houses or
Land in England or Wales held for any term having
Sixty years to run at time of the investment or on
Mortgage or in the purchase of freehold or leasehold
ground rents The witnesses whose of I have to this



PROBATE ENGROSSMENT.

and the seven preceding sheets of paper set my hand
this twenty first day of February One thousand nine
hundred and six _____ George Pearce _____

Signed by the said Testator George Pearce as and for
his last Will and Testament in the presence of us present
at the same time who at his request in his presence and
in the presence of each other have herunto subscribed our
names as Witnesses _____

J Walkers Baker Solicitor Corn Street Bristol

George S. Rudge Clerk to Mess^{rs} Walkers Baker &

Colthurst Sol^{rs} Corn Street Bristol _____

44. 700.
X1. 110.
8.

1044



LLOYDS BANK LIMITED
BROMSGROVE
REGISTERED... 11 Oct. 1918
J.W.

Estate Duty.

Finance Acts, 1894 to 1916.

File 47421 19 18 | George Paine deceased.

It is particularly requested that the above Reference and the full name of the deceased be copied in all documents connected with this matter, and that the Official Reference above be placed on the LEFT HAND TOP CORNER of the envelope containing any communication addressed to this Office in connection therewith.

Amendment of the amount of Estate, Settlement Estate, Legacy, Succession Duty paid upon the Inland Revenue Affidavit of the deceased's estate, an Account dated 191, in respect of the real and leasehold property therein referred to. No. 6 Bridge St. included at £145.00 } increase of £270.

		£	s.	d.	£	s.	d.	£	s.	d.	GROSS "ESTATE" as now corrected	
PERSONAL ESTATE.												
A/c No. 1	Gross.....	149	15	4				149	15	4		Gross P.E. (in U.K.)
	Dedns.	237	12	8				237	12	8		£ 149-15-4
	Net	<u>Deficient</u>						<u>Deficient</u>				d.
A/c No. 2												Gross R.E.* (in England)
A/c No. 3 (a)												£ 4474
A/c No. 3 (b)												d.
A/c No. 4												
Total P.E.£												TOTAL
REAL ESTATE.												£ 4623-15-4
A/c No. 5		4204			270			4474				d.
		1460	16	3				1460	16	3		
		2743	3	9				2743	3	9		
Total P.E. & R.E.£		87	17	4				87	17	4		
FOR AGGREGATION.												
Personal Estate												
Real Estate												
Total for Rate...£		2655	6	5				2925	6	5		
RATE.		£						£				
DUTY.												
P.E.	Duty.....											The correction herein (gives rise / does not give rise) to a claim for further duty by reason of further aggregation. Noted, <u>R. Rowe</u> Examiner.
	Colonial Duty s. 20, F.A., '94											
	Prior Duty s. 21, F.A., '95, s. 15, F.A., '07											
	" s. 14, F.A., '14											
	" s. 15, F.A., '14											
Net												
R.E.	Duty.....	79	13	2	82			87	15	2		
	Prior Duty s. 14, F.A., '14											
	" s. 15 F.A., '14											
	Net											
	Interest											
P.E.												
Duty.....												
Prior Duty s. 14, F.A., '14												
" s. 15 F.A., '14												
Net												
Interest												
R.E.												
P.E. from above ...												
Total P.E. and R.E.												
Net Increase or Decrease...					82							to be paid or returned

Subject to rectification if found necessary, the amount of ESTATE, SETTLEMENT ESTATE, LEGACY, SUCCESSION DUTY and Interest to be now { paid / returned } is £ 82 s. 0 d., as shown above.

16 day of July 1919. R. Rowe Examiner.

Checked RECEIVED the 24 FEB 1919 day of 1919

For Sec., E.D.O. the sum of Eight shillings and two pence for Estate, Settlement Estate, Legacy, Succession Duty and Interest thereon.

Registered. 6785

For Sec., E.D.O. 6785

A.G.'s No. 82

£ 82

Bentley for Commissioners of Inland Revenue.

