



The History of Ewyas Lacy: Rawson Settlement

Document Record

Held at: Private collection

Reference: LD_rs_0006

Source: Original document

Title: Digital Images Collection: Photograph of Draft Settlement by Miss Elizabeth Rawson for the family of the late Charles Guy Trafford Esq.

Place name: Michaelchurch Escley

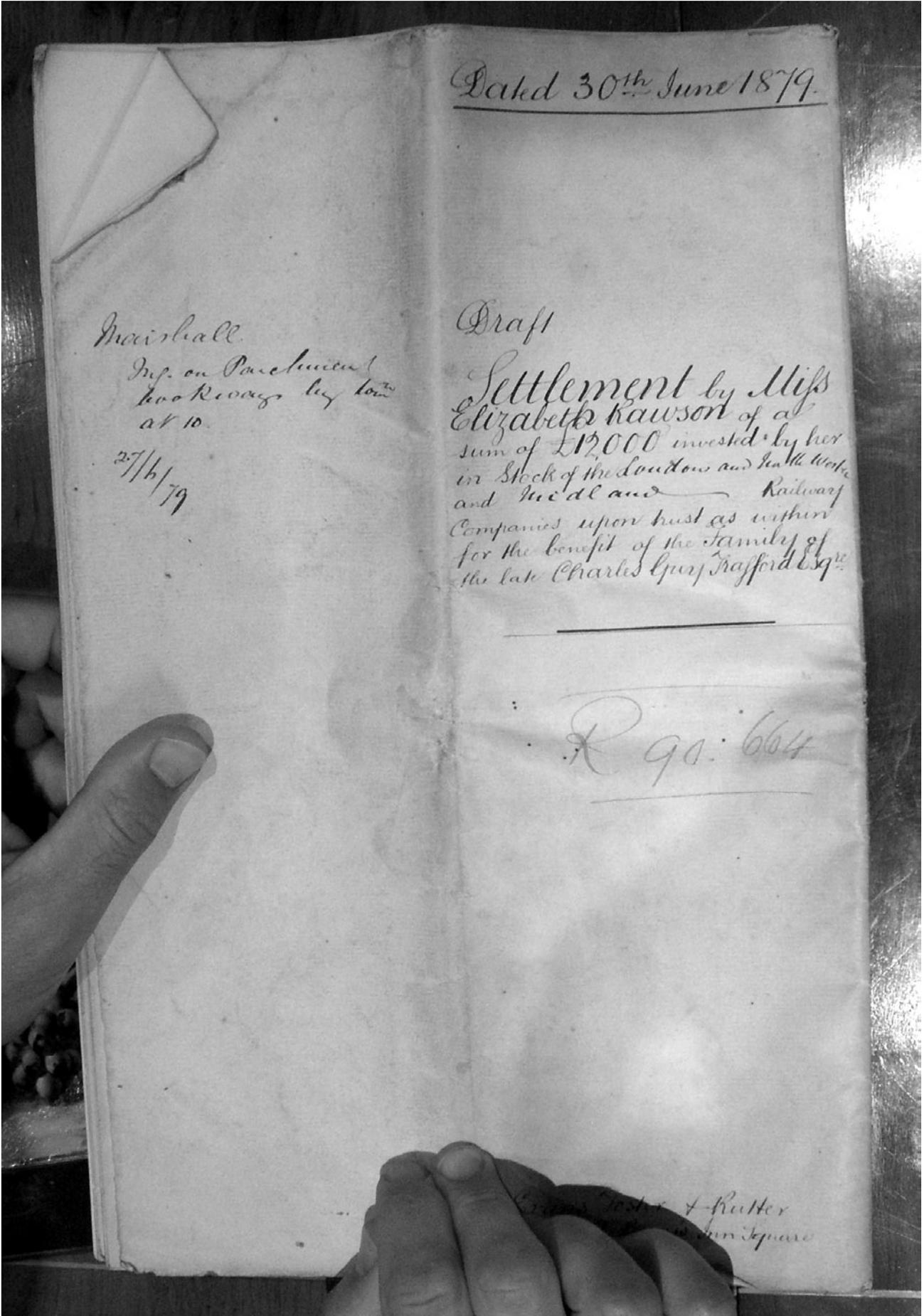
Date: 1879

Description:

Photograph of Draft Settlement dated 30th June 1879 by Miss Elizabeth Rawson of a sum of £12,000 for the benefit of the family of the late Charles Guy Trafford Esq.

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Dated 30th June 1879.

In Marshall
Dep. on Parchment
two Receipts by law
at 10.
27/6/79

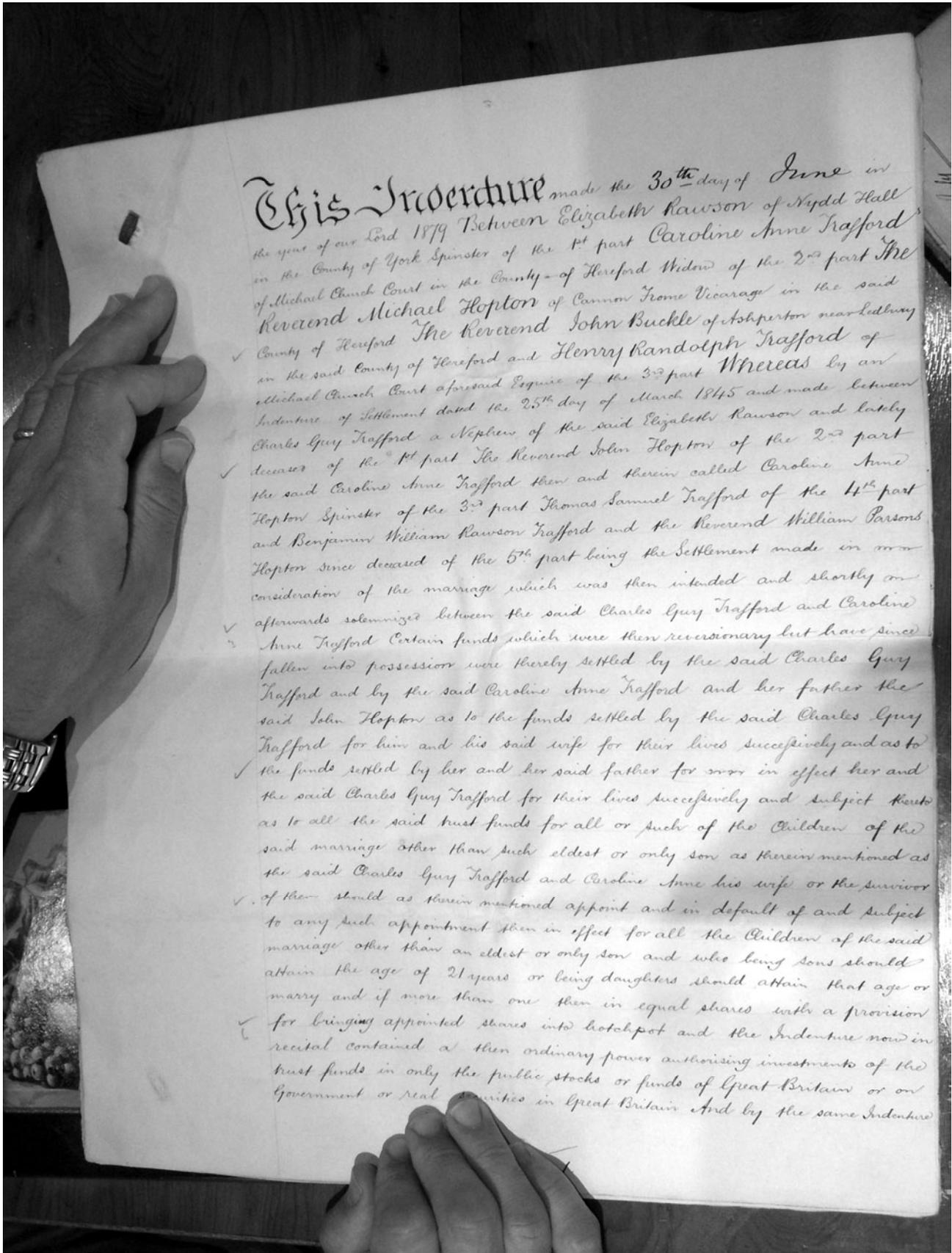
Draft
Settlement by Miss
Elizabeth Rawson of a
sum of £12000 invested by her
in Stock of the London and North Western
and Midland Railway
Companies upon trust as within
for the benefit of the family of
the late Charles Gurney Rawson Esq.

R 90: 664

Wm. G. Rutter
Notary Public

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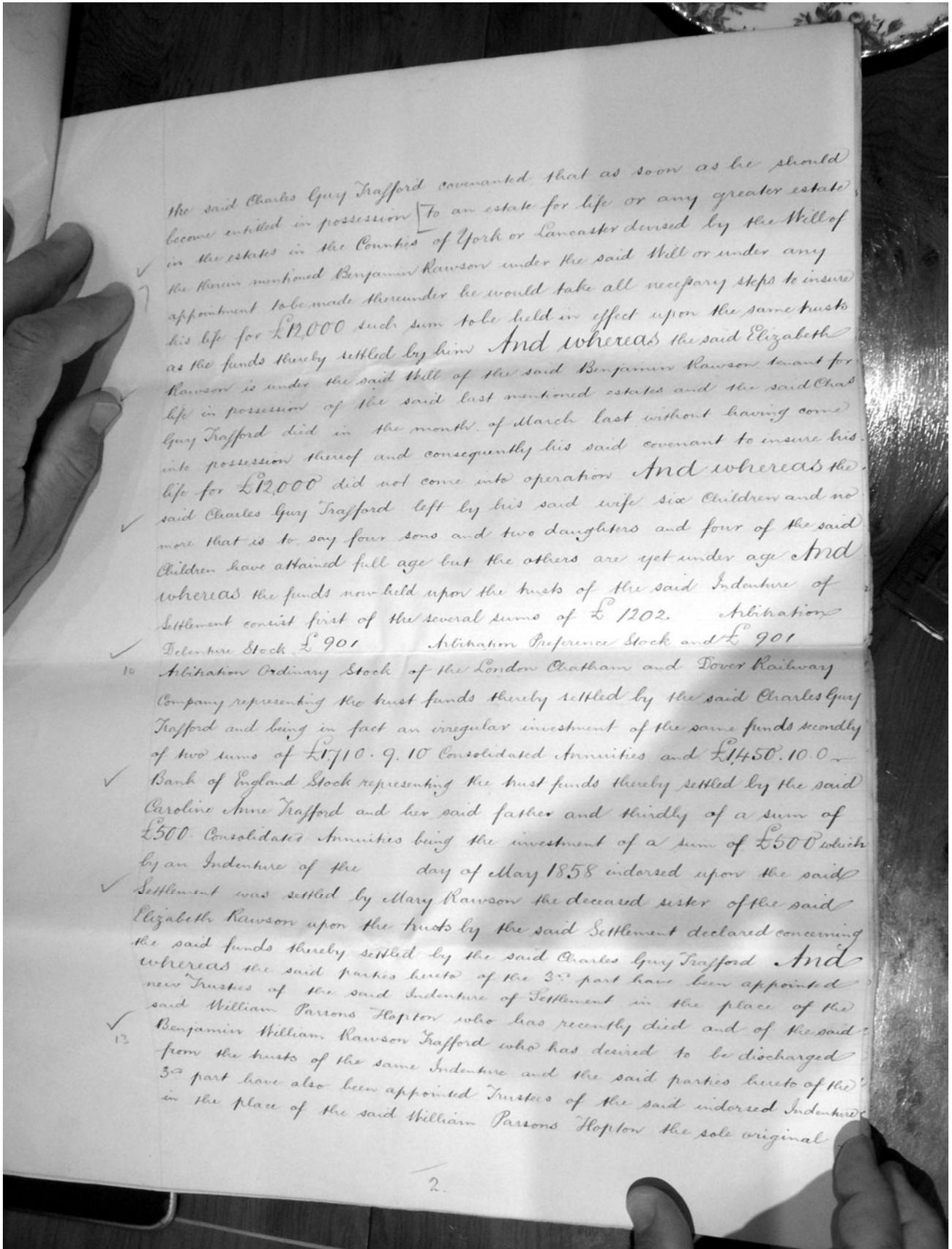
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This Indenture made the 30th day of June in the year of our Lord 1879 Between Elizabeth Rawson of Mydd Hall in the County of York Spinster of the 1st part Caroline Anne Trafford of Michael Church Court in the County of Hereford Widow of the 2^d part The Reverend Michael Hopton of Cannon Frome Vicarage in the said County of Hereford The Reverend John Buckle of Ashperton near Ledbury in the said County of Hereford and Henry Randolph Trafford of Michael Church Court aforesaid Esquire of the 3^d part Whereas by an Indenture of Settlement dated the 25th day of March 1845 and made between Charles Guy Trafford a Nephew of the said Elizabeth Rawson and lately deceased of the 1st part The Reverend John Hopton of the 2^d part the said Caroline Anne Trafford then and therein called Caroline Anne Hopton Spinster of the 3^d part Thomas Samuel Trafford of the 4th part and Benjamin William Rawson Trafford and the Reverend William Parsons Hopton since deceased of the 5th part being the Settlement made in and consideration of the marriage which was then intended and shortly afterwards solemnized between the said Charles Guy Trafford and Caroline Anne Trafford Certain funds which were then reversionary but have since fallen into possession were thereby settled by the said Charles Guy Trafford and by the said Caroline Anne Trafford and her father the said John Hopton as to the funds settled by the said Charles Guy Trafford for him and his said wife for their lives successively and as to the funds settled by her and her said father for ever in effect her and the said Charles Guy Trafford for their lives successively and subject thereto as to all the said trust funds for all or such of the Children of the said marriage other than such eldest or only son as therein mentioned as the said Charles Guy Trafford and Caroline Anne his wife or the survivor of them should as therein mentioned appoint and in default of and subject to any such appointment then in effect for all the Children of the said marriage other than an eldest or only son and who being sons should attain the age of 21 years or being daughters should attain that age or for bringing appointed shares into hotchpot and the Indenture now in recital contained a then ordinary power authorising investments of the trust funds in only the public stocks or funds of Great Britain or on Government or real securities in Great Britain And by the same Indenture

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the said Charles Guy Trafford covenanted that as soon as he should become entitled in possession [To an estate for life or any greater estate] in the estates in the Counties of York or Lancaster devised by the Will of the herein mentioned Benjamin Rawson under the said Will or under any appointment to be made thereunder he would take all necessary steps to insure his life for £12,000 such sum to be held in effect upon the same trusts as the funds thereby settled by him And whereas the said Elizabeth Rawson is under the said Will of the said Benjamin Rawson tenant for life in possession of the said last mentioned estates and the said Charles Guy Trafford died in the month of March last without having come into possession thereof and consequently his said covenant to insure his life for £12,000 did not come into operation And whereas the said Charles Guy Trafford left by his said wife six Children and no more that is to say four sons and two daughters and four of the said Children have attained full age but the others are yet under age And whereas the funds now held upon the trusts of the said Indenture of Settlement consist first of the several sums of £ 1202. Arbitration Delenture Stock £ 901 Arbitration Preference Stock and £ 901

10 Arbitration Ordinary Stock of the London Chatham and Dover Railway Company representing the trust funds thereby settled by the said Charles Guy Trafford and being in fact an irregular investment of the same funds secondly of two sums of £ 1710. 9. 10 Consolidated Annuities and £ 1450. 10. 0 Bank of England Stock representing the trust funds thereby settled by the said Caroline Anne Trafford and her said father and thirdly of a sum of £ 500 Consolidated Annuities being the investment of a sum of £ 500 which by an Indenture of the day of May 1858 indorsed upon the said Settlement was settled by Mary Rawson the deceased sister of the said Elizabeth Rawson upon the trusts by the said Settlement declared concerning the said funds thereby settled by the said Charles Guy Trafford And whereas the said parties heirs of the 3^d part have been appointed new Trustees of the said Indenture of Settlement in the place of the said William Parsons Hopton who has recently died and of the said Benjamin William Rawson Trafford who has desired to be discharged

13 from the trusts of the same Indenture and the said parties heirs of the 3^d part have also been appointed Trustees of the said indorsed Indenture in the place of the said William Parsons Hopton the sole original

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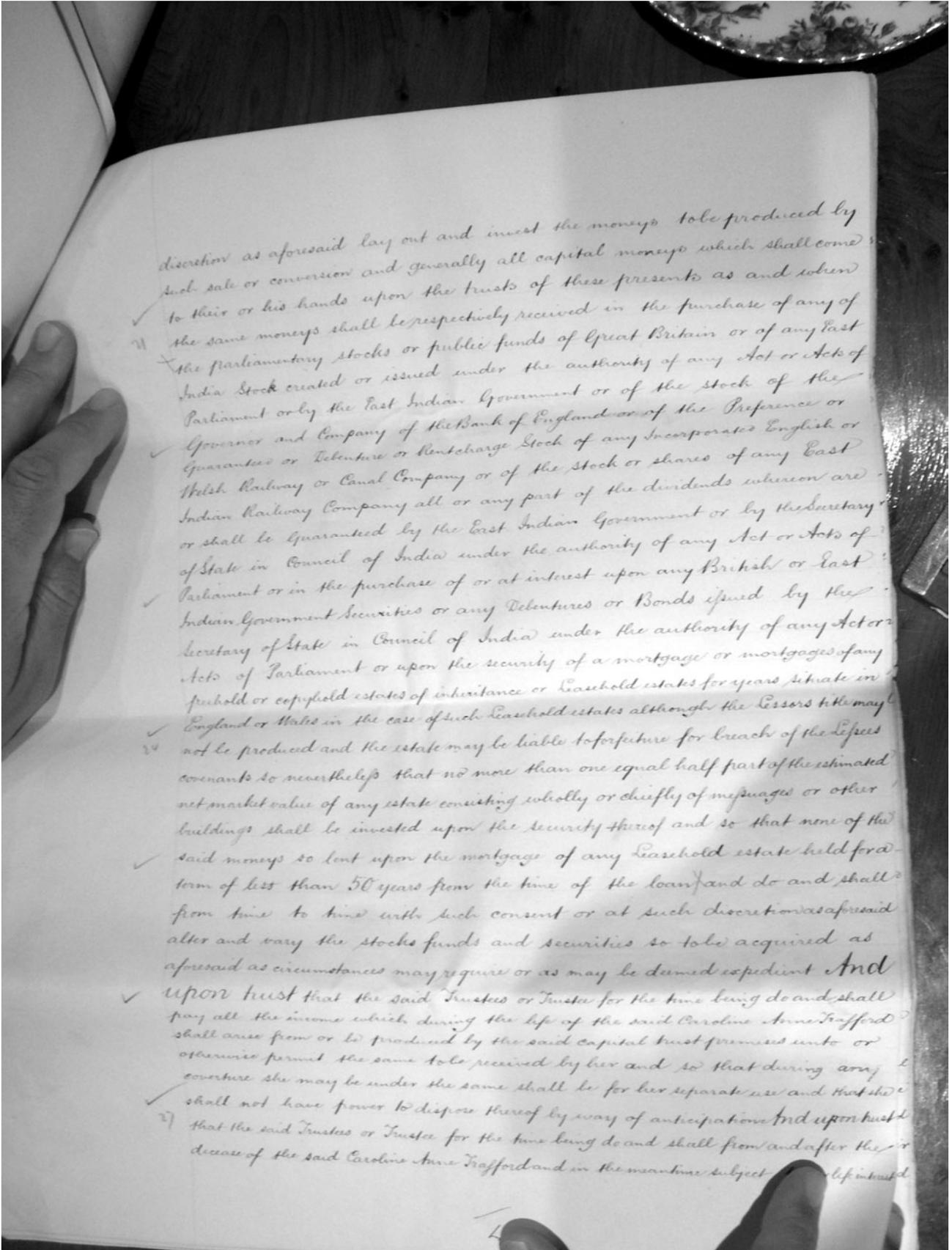
Trustee thereof and all the before mentioned funds now held upon
 the trusts of the said Settlement and of the said indorsed Indenture -
 14 respectively have been or are about to be transferred to the said parties
 hereto of the 3rd part as such new Trustees as aforesaid. And
 whereas having regard to the fact of the said Charles Guy Trafford
 having predeceased the said Elizabeth Rawson and of the consequent failure
 of the contingent provision made by the said Settlement for the settlement
 by him of an additional sum of £12,000 by means of an Insurance
 as aforesaid on his life the said Elizabeth Rawson is desirous of herself
 providing that sum and settling the same or the investments thereof
 as hereinafter mentioned. And whereas the said parties hereto of the
 3rd part have at the request of the said Elizabeth Rawson agreed to
 become Trustees of such intended Settlement by her and she has accordingly
 laid out the sum of £12,000 sterling in the purchase in their names
 of the sum of £5630 ^{consolidated & preferred} Stock of the London and North Western Railway
 Company and £5630 ^{consolidated preferred} Stock of the Great Northern Railway
 Company. Now this Indenture witnesseth that the said Elizabeth
 Rawson doth hereby direct and declare and the said parties hereto of the 3rd
 part by her direction do hereby agree and declare accordingly that they the
 said parties hereto of the 3rd part and the survivors and survivor of them
 their or his executors or administrators or other the Trustees or Trustee for the
 time being of these presents shall stand possessed of and interested in
 the said several sums of £5630 and £5630 Stock so purchased
 in the names of the said parties hereto of the 3rd part as aforesaid -
 and of and in the stocks funds and securities in or upon which
 the proceeds of any sale and conversion of the same may be invested
 as hereinafter mentioned and of and in the income of the same capital
 trust premises upon and for the trusts and purposes following that is
 to say Upon trust that the said Trustees or Trustee for the time being
 do and shall either permit the said several sums of £5630 and
 £5630 - Railway Stock to remain standing in their or his names
 or name or otherwise do and shall at any time or times with the
 consent of the said Caroline Anne Trafford during her life and after her
 decease then at the discretion of the said Trustees or Trustee for the
 time being sell and dispose of the same sums of Railway Stock or
 any part thereof and do and shall with such consent or at such

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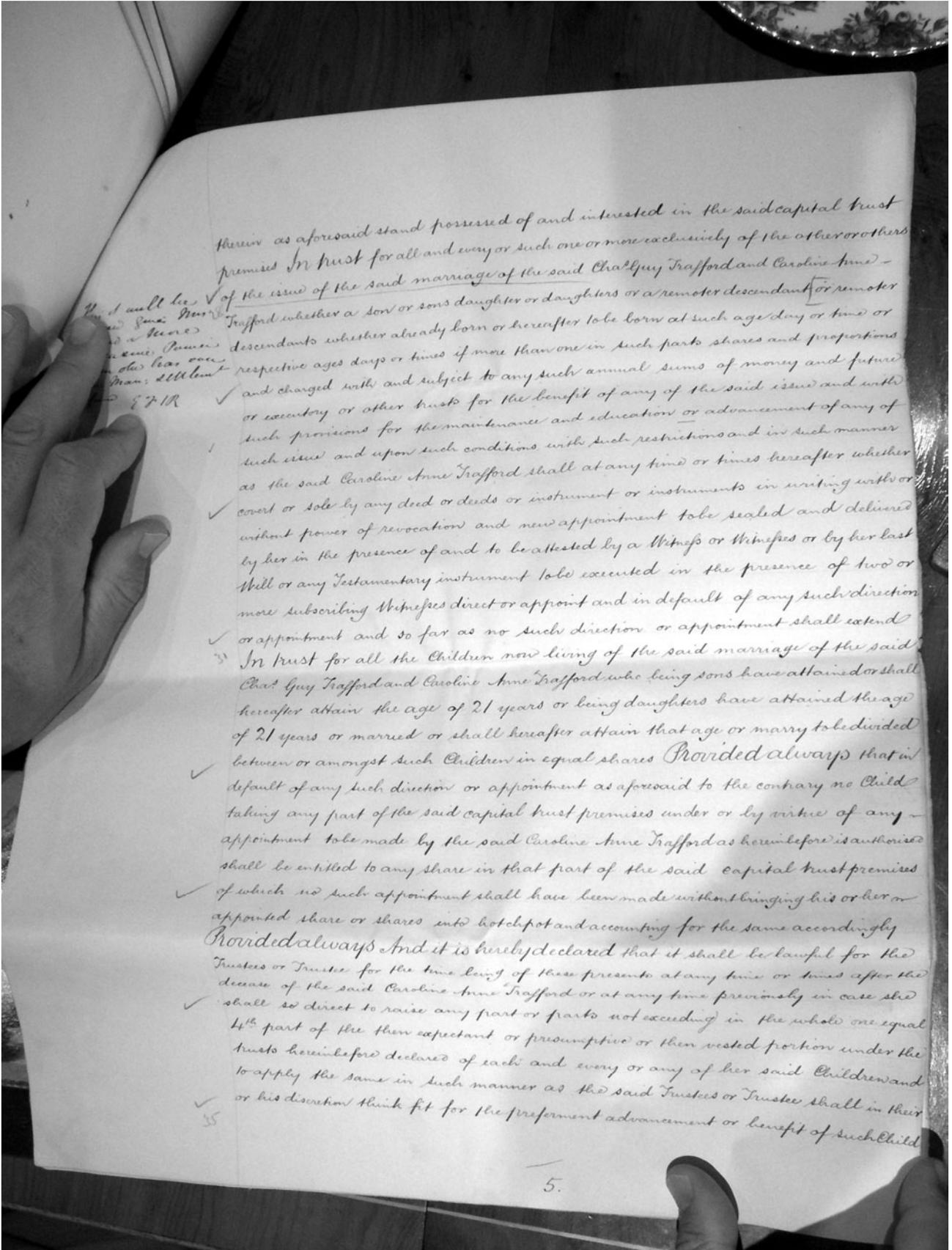
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therein as aforesaid stand possessed of and interested in the said capital trust
 premises In trust for all and every or such one or more exclusively of the other or others
 of the issue of the said marriage of the said Chas Guy Trafford and Caroline Anne -
 Trafford whether a son or sons daughter or daughters or a remoter descendant or remoter
 descendants whether already born or hereafter to be born at such age day or time or
 respective ages days or times if more than one in such parts shares and proportions
 and charged with and subject to any such annual sums of money and future
 or executory or other trusts for the benefit of any of the said issue and with
 such provisions for the maintenance and education or advancement of any of
 such issue and upon such conditions with such restrictions and in such manner
 as the said Caroline Anne Trafford shall at any time or times hereafter whether
 in court or sole by any deed or deeds or instrument or instruments in writing with or
 without power of revocation and new appointment to be sealed and delivered
 by her in the presence of and to be attested by a Witness or Witnesses or by her last
 will or any Testamentary instrument to be executed in the presence of two or
 more subscribing Witnesses direct or appoint and in default of any such direction
 or appointment and so far as no such direction or appointment shall extend
 In trust for all the Children now living of the said marriage of the said
 Chas Guy Trafford and Caroline Anne Trafford who being sons have attained or shall
 hereafter attain the age of 21 years or being daughters have attained the age
 of 21 years or married or shall hereafter attain that age or marry to be divided
 between or amongst such Children in equal shares Provided always that in
 default of any such direction or appointment as aforesaid to the contrary no Child
 taking any part of the said capital trust premises under or by virtue of any
 appointment to be made by the said Caroline Anne Trafford as heretofore is authorised
 shall be entitled to any share in that part of the said capital trust premises
 of which no such appointment shall have been made without bringing his or her or
 appointed share or shares into hotchpot and accounting for the same accordingly
 Provided always And it is hereby declared that it shall be lawful for the
 Trustees or Trustee for the time being of these presents at any time or times after the
 decease of the said Caroline Anne Trafford or at any time previously in case she
 shall so direct to raise any part or parts not exceeding in the whole one equal
 4th part of the then expectant or presumptive or then vested portion under the
 trusts heretofore declared of each and every or any of her said Children and
 to apply the same in such manner as the said Trustees or Trustee shall in their
 or his discretion think fit for the preferment advancement or benefit of such Child

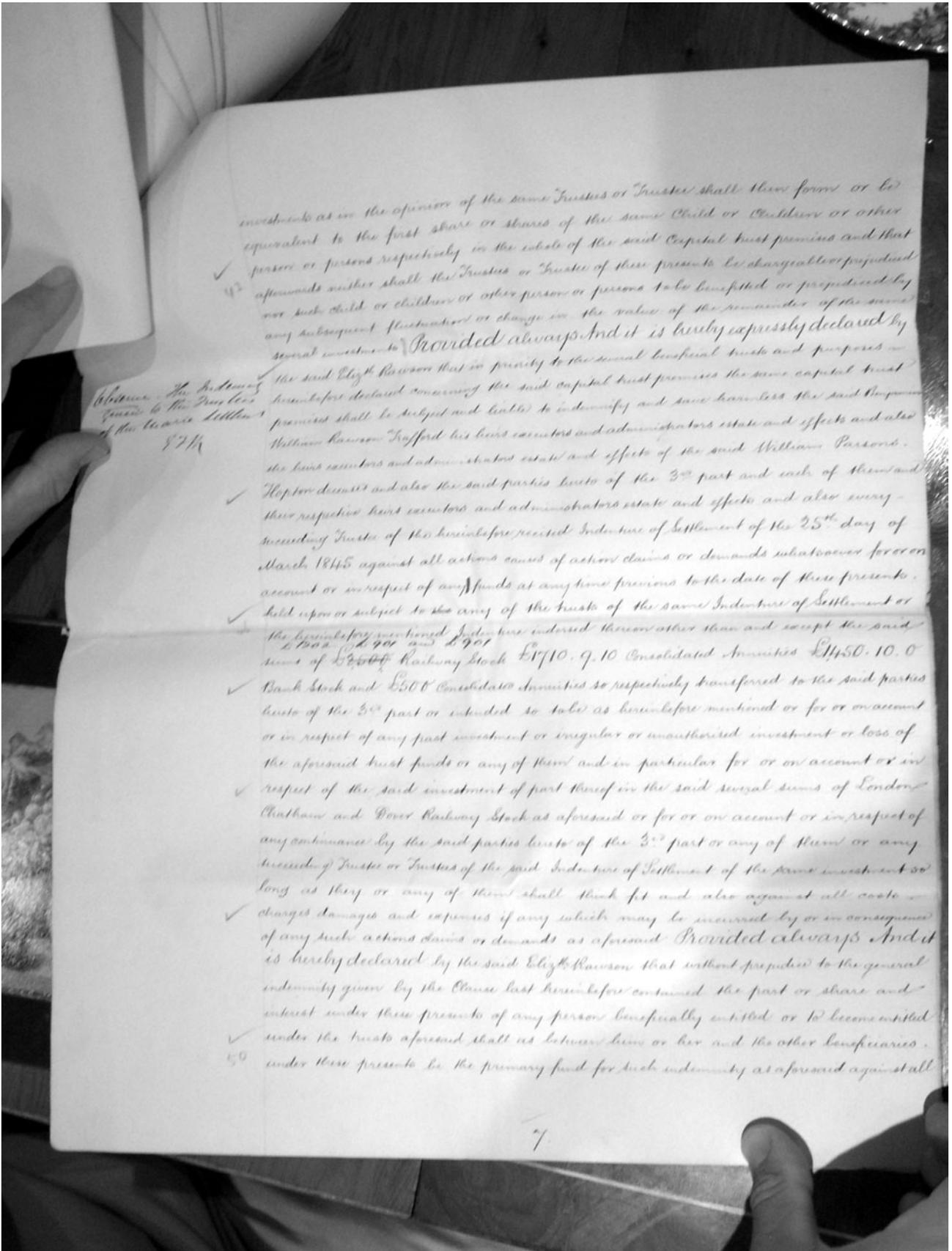
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or in defraying either wholly or in part the costs and expenses of educating or training him or her at any time after the age of 14 years in order to qualify him or her for any particular profession or pursuit or employment or if the child shall be of age to advance and pay the same to him or her for his or her accommodation. *38* Provided also that if at the decease of the said Charles Anne Trafford any of her said Children being a son shall be under the age of 21 years or being a daughter shall be under that age and unmarried then and in any and every such case and except so far as there shall be any such appointment as hereinbefore mentioned to the contrary the Trustees or Trustee for the time being of these presents shall thenceforth so long as each such Child shall be under age and as to a female unmarried receive the income of his or her presumptive portion for the time being under the trust hereinbefore declared and apply a competent part or if need shall be then the whole of the same income in or towards his or her maintenance and education at any time or times during his or her minority and that either by making such application personally or by paying any sum or sums of money from time to time in advance or otherwise to the Guardians or Guardians of such Child or to any other fit person to be applied as last aforesaid and shall accumulate the surplus if any which after providing as aforesaid for the maintenance and education of each such Infant during his or her minority *39* and one entire period shall remain of such income by investing such surplus and the subsequent income thereof in the manner in which the original trust funds are hereinbefore directed to be invested and the stocks funds and securities so to be acquired shall be added to and form part of and accordingly go and be held and taken under these presents along with and be subject to the same powers and provisions as the principal fund or funds from the surplus income whereof the same shall have arisen as aforesaid. *40* Provided always and it is hereby declared that if the aforesaid Capital Trust premises or any of them or any part thereof respectively shall be laid out or invested in or upon several investments at any time when any Child or Children or other issue of the said Charles Guy Trafford and Charles Anne Trafford or any other person or persons claiming under these presents shall respectively acquire an absolute and indefeasible interest therein respectively then and in every such case and so often it shall be lawful for the Trustees or Trustee for the time being of these presents to separate and transfer assign pay and assure to each such child or children or other person or persons respectively or his her or their respective executors or administrators as and for his her or their share or shares such part or parts of any one or more of the same several *41*

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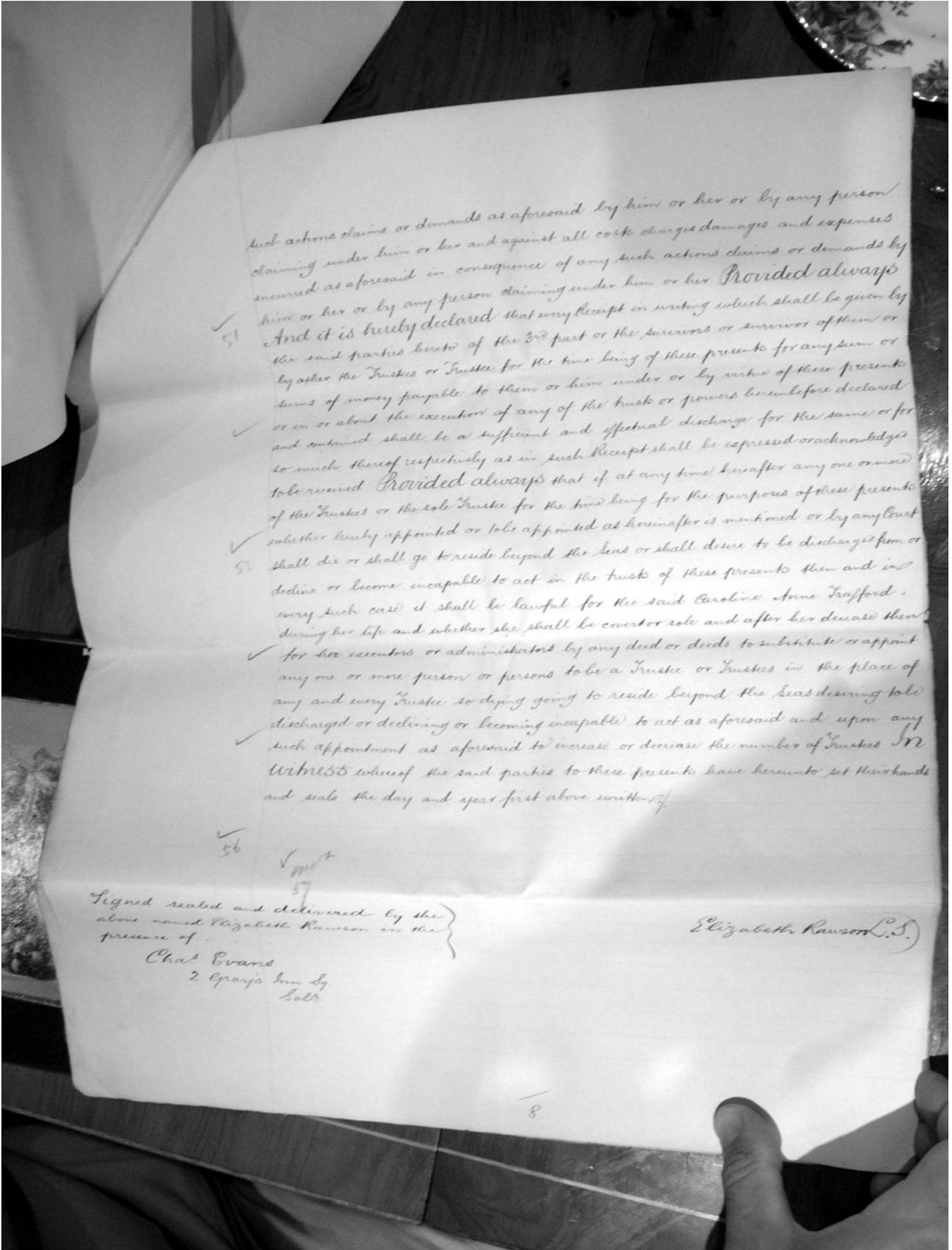
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investments as in the opinion of the same Trustees or Trustee shall then form or be equivalent to the first share or shares of the same Child or Children or other persons or persons respectively in the whole of the said Capital trust premises and that afterwards neither shall the Trustee or Trustee of these presents be chargeable prejudiced nor such child or children or other person or persons to be benefited or prejudiced by any subsequent fluctuation or change in the value of the remainder of the said several investments. *Provided always* And it is hereby expressly declared by the said Elizth Rawson that in priority to the several beneficial trusts and purposes hereinbefore declared concerning the said capital trust premises the same capital trust premises shall be subject and liable to indemnify and save harmless the said William Rawson Troford his heirs executors and administrators estate and effects and also the heirs executors and administrators estate and effects of the said William Rawson Troford decedent and also the said parties trusts of the 3rd part and each of them and their respective heirs executors and administrators estate and effects and also every succeeding Trustee or Trustees of the hereinbefore recited Indenture of Settlement of the 25th day of March 1845 against all actions causes of actions claims or demands whatsoever for or on account or in respect of any funds at any time previous to the date of these presents held upon or subject to the any of the trusts of the same Indenture of Settlement or the hereinbefore mentioned Indenture indented thereon other than and except the said sums of ~~£1000~~ ^{£200} Railway Stock £1710. 7. 10 Consolidated Annuities £1450. 10. 0 Bank Stock and £500 Consolidated Annuities so respectively transferred to the said parties trusts of the 3rd part or intended so to be as hereinbefore mentioned or for or on account or in respect of any past investment or irregular or unauthorised investment or loss of the aforesaid trust funds or any of them and in particular for or on account or in respect of the said investment of part thereof in the said several sums of London Chatham and Dover Railway Stock as aforesaid or for or on account or in respect of any continuance by the said parties trusts of the 3rd part or any of them or any succeeding Trustee or Trustees of the said Indenture of Settlement of the same investment so long as they or any of them shall think fit and also against all costs charges damages and expenses of any which may be incurred by or in consequence of any such actions claims or demands as aforesaid *Provided always* And it is hereby declared by the said Elizth Rawson that without prejudice to the general indemnity given by the Clause last hereinbefore contained the part or share and interest under these presents of any person beneficially entitled or to become entitled under the trusts aforesaid shall as between him or her and the other beneficiaries under these presents be the primary fund for such indemnity as aforesaid against all

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such actions claims or demands as aforesaid by him or her or by any person claiming under him or her and against all costs charges damages and expenses incurred as aforesaid in consequence of any such actions claims or demands by him or her or by any person claiming under him or her **Provided always**
✓ 51 And it is hereby declared that every Receipt in writing which shall be given by the said parties heirs of the 3rd part or the survivors or survivors of them or by other the Trustees or Trustee for the time being of these presents for any sum or sums of money payable to them or him under or by virtue of these presents or in or about the execution of any of the trusts or powers herebefore declared and contained shall be a sufficient and effectual discharge for the same or for so much thereof respectively as in such Receipt shall be expressed or acknowledged to be received **Provided always** that if at any time hereafter any one or more of the Trustees or the sole Trustee for the time being for the purposes of these presents
✓ 52 whether hereby appointed or to be appointed as hereinafter is mentioned or by any Court shall die or shall go to reside beyond the seas or shall desire to be discharged from or decline or become incapable to act in the trusts of these presents then and in every such case it shall be lawful for the said Caroline Anne Trafford during her life and whether she shall be covert or sole and after her decease then
✓ for her executors or administrators by any deed or deeds to substitute or appoint any one or more person or persons to be a Trustee or Trustees in the place of any and every Trustee so dying going to reside beyond the seas desiring to be discharged or declining or becoming incapable to act as aforesaid and upon any
✓ such appointment as aforesaid to increase or decrease the number of Trustees IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

56
57
Signed sealed and delivered by the above named Elizabeth Rawson in the presence of
Chas Evans
2 Gwyn's Inn Sq
Salt

Elizabeth Rawson L.S.



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Observations:

None