

EXECUTOR

Elizabeth M Allan  
R J Allan  
J R P. [Signature]

COMMISSIONER for OATHS/SOLICITORS

Kevin B. [Signature]  
Kevin B. [Signature]

**THIS IS THE LAST WILL** of me **JOHN FRANK DAVID ALLAN**

of 58 Bents Drive Sheffield South Yorkshire S11 9RP Retired Personnel Manager

by which I **REVOKE** all my previous testamentary dispositions

1. **I WISH** my body to be cremated
  
2. (a) **I APPOINT** my wife **ELIZABETH MURIEL ALLAN** ("my Wife") my son **ROBERT JOHN ALLAN** and the partners at the date of my death in the firm of Graysons of 4-12 Paradise Square Sheffield S1 1TB Solicitors or the firm which at that date has succeeded to and carries on its practice to be the executors and trustees of this Will and I express the wish that one and only one of those partners (or if the appointment of my Wife fails for any reason to take effect then two and only two of them) shall prove the Will and act initially in its trusts
- (b) IN (a) above "firm" includes an incorporated practice recognised by the Law Society and "partners" includes Solicitors who are directors or members of or beneficial owners of shares in such a practice
- (c) IN THIS WILL and any Codicil to it the expression "my Trustees" means its trustees for the time being or (where the context requires) my personal representatives for the time being
  
3. **I GIVE** the following legacies free of tax namely:
  - (i) to each of my children namely Robert John Allan Katharine Elizabeth Allan and Richard Becroft Allan the sum of Five Thousand Pounds (£5000) but if any of them shall not survive me then to such of his her or their issue as shall survive me and attain the age of 21 years and if more than one in equal shares
  - (ii) to my godson Timothy Martin Lewis Lester the sum of One Thousand Pounds (£1000)
  - (iii) to each grandchild of mine who shall survive me and attain the age of 21 years the sum of Two Hundred and Fifty Pounds (£250) together with the intermediate income
  - (iv) to my godson David Kirwen Sylvester the sum of Two Hundred and Fifty Pounds (£250)

4. **I GIVE** the following charitable legacies namely:
- (i) to the Vicar and Churchwardens of Ecclesall Parish Church Sheffield the sum of Five Hundred Pounds (£500) for the repair of the fabric of the Church
  - (ii) to the Thornton Smith Young People's Trust of Prospect House 58 Queen's Road Reading RG1 4RP (RCN 306145) the sum of One Thousand Pounds (£1000) for general purposes
5. (a) **THIS** clause shall not take effect unless the gift made to my Wife by clause 6(a) of this Will takes effect (or but for this clause would do so)
- (b) **IN THIS** clause
- (i) "the Nil-Rate Sum" means the largest sum of cash which could be given on the trusts of this clause without any inheritance tax becoming due in respect of the transfer of the value of my estate which I am deemed to make immediately before my death
  - (ii) "the Trust Period" means the period starting with my death and ending 80 years afterwards (and that period is the perpetuity period applicable to this clause)
  - (iii) "the Beneficiaries" means my Wife and
    - (1) any issue of mine who are alive at the start of or born during the Trust Period and
    - (2) anyone who is at any time during the Trust Period the spouse or (whether or not remarried) the former spouse widow or widower of any such issue or of any issue of mine who are already dead or die before me
- (c) I GIVE the Nil-Rate Sum to my Trustees ON TRUST to invest it in exercise of the powers of investment given them by this Will and to hold it and the property which currently represents it ("the Legacy Fund") on the trusts and with and subject to the powers and provisions set out in this clause
- (d) **DURING** the Trust Period my Trustees (being at least two in number or a trust corporation) may at any time or times
- (i) by deed revocable or irrevocable appoint that all or any part or parts of the income or capital of the Legacy Fund shall be held on such trusts (including discretionary and protective ones) in favour or for the benefit of all or any one or more of the Beneficiaries and with and subject to such powers (including dispositive and

administrative ones exercisable by my Trustees or any other person) and other provisions as my Trustees think fit and

- (ii) transfer all or any part or parts of the income or capital of the Legacy Fund to the trustees of any Settlement wherever established (whose receipt shall be a good discharge to them) to be held free from the trusts of this Will and on the trusts and with and subject to the powers and provisions of that Settlement but only if those trusts powers and provisions are such that (at the time of the transfer) they could themselves have created them under (i) above
- (e) IN DEFAULT of and subject to any exercise of the powers given them by the preceding provisions
- (i) during the Trust Period my Trustees shall pay or apply the income of the Legacy Fund to or for the maintenance education support or otherwise for the benefit of such one or more of the Beneficiaries as my Trustees may in their absolute discretion think fit BUT with power (during the period of 21 years from my death) to accumulate such income or any part or parts of it (with power to apply the accumulations of past years as if they were income of the current year) AND with power (during the Trust Period) to resolve to hold the whole or any part or parts of such income on trust for any of the Beneficiaries absolutely and
  - (ii) on the expiry of the Trust Period my Trustees shall hold the Legacy Fund as to both capital and income ON TRUST absolutely for such of my issue as are then living and if more than one in equal shares through all degrees according to their stocks and so that no issue shall take whose parent is alive and so capable of taking
- (f) MY TRUSTEES (being at least two in number or a trust corporation) may by deed or deeds (and so as to bind their successors) wholly or partially release or restrict the powers given to them by this clause
- (g) ANY OTHER non-residuary gifts made by this Will or any Codicil to it shall have priority to this one
6. **I GIVE** all the residue of my estate (out of which shall be paid my funeral and testamentary expenses and my debts) and any property over which I have at my death any general power of appointment

- (a) to my Wife if she survives me for 30 days or
  - (b) if the foregoing gift fails then to my Trustees ON TRUST to sell call in and convert into money such parts as do not consist of money but with full power to postpone doing so for as long as they see fit without being liable for loss (and such estate and property and the property which currently represents it is referred to in this Will as "the Trust Fund")
7. **MY TRUSTEES** shall hold the Trust Fund ON TRUST absolutely for such of my children as shall be living at my death and if more than one in equal shares PROVIDED that if any child of mine dies (in my lifetime or after my death) before attaining a vested interest but leaves a child or children alive at or born after my own death who reach the age of 21 or marry under that age then such child or children shall take if more than one in equal shares so much of the Trust Fund as that child of mine would have taken on attaining a vested interest
8. **THE RECEIPT** of anyone purporting to be the treasurer or other proper officer of any charitable or other body to which any gift is made by this Will or any Codicil to it shall be a good discharge to my Trustees for the gift
9. (a) **DESPITE** the Apportionment Act 1870 (or any modification or re-enactment of it) or any other rule about the apportionment of income all income
- (i) from any part of my estate which is received after my death or
  - (ii) from any property held on trust under the terms of this Will or any Codicil to it shall be treated as income arising at the time when it is received and shall not be apportioned
- (b) **NONE** of the rules of equity relating to apportionment (including those known as the rules in *Howe v Dartmouth* and *Allhusen v Whittell* in all their branches) shall apply to any trusts created by this Will or by any Codicil to it
10. **NONE** of my Trustees shall be liable for any loss or damage to the capital or income of my estate or of any trust property which arises through the exercise in good faith of any power given by this Will or any Codicil to it or by the general law and none who acts gratuitously shall be liable for any such loss or damage unless it arises through an act or omission of his own which amounts to conscious wrongdoing

11. (a) **MY TRUSTEES** shall have power in addition to all other powers conferred by law to invest trust money and change investments with as much freedom as an absolute beneficial owner and in particular (but without prejudice to the foregoing words) may apply trust money in the purchase or on the security of such stocks shares funds securities assurance policies land buildings chattels or other property (of whatever kind and wherever situate whether or not involving liability and whether or not producing income) or on such personal credit (with or without security) as they think fit
- (b) THE POWERS given to trustees by section 8 of the Trustee Act 2000 shall apply to this Will or any Codicil to it as if in sub-section (1) of section 8 after the words "freehold or leasehold land in the United Kingdom" there were added the words "or any land buildings and other structures and any estate interest or right in or over land buildings or other structures whether situate in the United Kingdom or elsewhere"
- (c) IT SHALL also be a proper exercise of their investment powers for my Trustees
- (i)
- (1) to improve any land or building or other structure (including any in which my Trustees own any estate or interest) acquired by them pursuant to their powers in sub-clause (b) of this clause or any other powers for use as a residence or
- (2) to retain purchase or improve any chattels for use in kind by a beneficiary imposing (whether or not by means of a tenancy) such terms (if any) as they think fit and
- (ii) to refrain from exercising any powers which they have as owners of any estate interest or right in or over any land buildings and other structures to disturb or restrict occupation by any beneficiary or to require it to be shared with anyone else or to obtain any rents or profits from it BUT imposing such terms (if any) as they think fit
- (d) **MY TRUSTEES** shall have no duty
- (i) to diversify trust investments or
- (ii) in choosing investments (or deciding whether or in what form to accept dividends interest or other benefits from them) to hold a balance between different beneficiaries or classes of beneficiaries

12. **SECTIONS 31 and 32** of the Trustee Act 1925 shall apply to any trusts created by this Will or any Codicil to it as if in section 31 the words "may in all the circumstances be reasonable" were replaced by "the trustees may think fit" and the proviso at the end of subsection (1) were omitted and in section 32 the words "one half of" were omitted
- 13.(a) **IN THIS** clause "an eligible beneficiary" means a person living at or born within three years after my death who will take an absolute and vested interest in capital only on attaining (or only on attaining or marrying under) a specified age greater than 18 and "the relevant age" means the specified age or the age which the beneficiary would be at the end of 21 years from my death or the age of 25 (whichever is the lowest)
- (b) **SECTION 31** of the Trustee Act 1925 (as modified by any other provision of this Will) shall apply in relation to an eligible beneficiary as if all its references to the age of 18 were references to the relevant age and as if his infancy lasted until he attained the relevant age but as if the words "or to him if of the age of 16 or more," were inserted before the words "or otherwise" in subsection (1)(i)
14. (a) **THIS** clause supplements the provisions of the earlier clause of this Will which contains a legacy of 'the Nil-Rate Sum' and in what follows 'the Nil-Rate Trustees' means the trustees of the trusts of that clause
- (b) **INSTEAD** of satisfying that legacy wholly by the payment of cash (or the appropriation of property) to the Nil-Rate Trustees my personal representatives may
- (i) require the Nil-Rate Trustees to accept in place of all or any part of the Nil-Rate Sum a binding promise of payment made by my spouse
- (ii) charge all or any part of the Nil-Rate Sum on any residuary property given by this Will or any Codicil to it to my spouse absolutely
- (c) **THE** Nil-Rate Trustees may lend any money currently held by them to my spouse
- (d) **IN** amplification of the foregoing provisions
- (i) if my personal representatives exercise their power under (b)(i) above they shall be under no further liability to see that the Nil-Rate Trustees receive the sum promised and if they exercise their power under (b)(ii) they shall (to the extent of the value at my death of the property charged) be under no further liability to see that the Nil-Rate Trustees receive the sum secured

- (ii) if my personal representatives exercise their power under (b)(ii) above they may give an assent of the charged property subject to the charge and no-one in whose favour the assent is made shall become personally liable for the sum secured
- (iii) the Nil-Rate Trustees may require security to be given for any debt to be created by a promise within (b)(i) above or by a loan within (c) and in relation both to such debts (whether or not secured) and to any debt to be secured by a charge within (b)(ii) (all of which shall be debts payable on demand) they
  - (1) may (subject to the foregoing provisions) impose such terms (if any) as they think fit including terms as to interest and the personal liability of the borrower and terms linking the debt to the Index of Retail Prices or otherwise providing for its amount to vary with the passage of time according to a formula and
  - (2) may subsequently leave the debt outstanding for as long as they think fit and refrain from exercising their rights in relation to it and waive the payment of all or any part of it or of any interest due in respect of itand they shall not be liable if my spouse is or becomes unable to pay the debt or a security is or becomes inadequate or for any other loss which may occur through their exercising or choosing not to exercise any power given by this paragraph
- (iv) charges imposed under this clause may be legal or equitable and fixed or floating
- (v) the powers given by this clause are without prejudice to any other powers given by this Will or any Codicil to it or by the general law and are exercisable even though my personal representatives and the Nil-Rate Trustees may be the same persons and my spouse may be among them but they are not exercisable while my spouse is the sole Nil-Rate Trustee

15. **THE** following provisions apply (despite any other provisions of this Will or any Codicil to it) at any time when a beneficiary has an immediate contingent interest in any trust property:

- (a) (i) My Trustees may by deed or deeds declare that the provisions of (ii) below shall have effect (while the beneficiary's interest remains contingent) in relation to the future income of the whole or some specified part of the property in which his interest subsists
- (ii) If the declaration is made at a time when the beneficiary is under the age of 18 then until he reaches that age

(1) my Trustees shall have power to apply the whole or any part of that income for his maintenance education or benefit and

(2) my Trustees shall retain the residue of that income as income on trust for him absolutely and

(3) section 31 of the Trustee Act 1925 shall not apply to that income

and after that my Trustees shall pay that income to him AND if the declaration is made at a time when the beneficiary has already reached the age of 18 then my Trustees shall pay that income to him

(b) My Trustees shall in relation to any income arising from the property in which the beneficiary's contingent interest subsists but not falling within any declaration made under (a)(i) above have power (in addition to their other powers in relation to it) to resolve to hold the whole or any part of it as income on trust for the beneficiary absolutely

16. **MY TRUSTEES** may pay any income or capital which they intend for the maintenance education advancement or benefit of a minor to anyone who appears to them to be a parent or guardian of the minor or the minor himself if of the age of 16 and that person's receipt shall be a good discharge to them
17. **MY TRUSTEES** may insure any trust property (including property to which someone is absolutely entitled) for any amount (including an amount which allows for increases in costs and expenses through inflation or otherwise) against any risks (including the risk of any kind of consequential loss and the risk of public or third party liability) and may pay the premiums out of the income or the capital of the property insured or any other property held on the same trusts
18. **THE POWERS** given to personal representatives by section 41 of the Administration of Estates Act 1925 may be exercised by my Trustees whether they are acting as personal representatives or as trustees and without obtaining any of the consents required by that section and even though one or more of them may be beneficially interested



19. **MY TRUSTEES** may
- (a) delegate their powers of investment to or
  - (b) allow any investments or other assets to be held in the name or names (as nominee or nominees on their behalf) of
- any company or other person (whether or not being or including one or more of themselves) on any terms they think fit (and may exercise either power alone or both together)
20. **MY TRUSTEES** may borrow money with or without giving security and on such terms as to interest repayment and otherwise as they think fit and use it for any purpose (including investment) for which they may use trust capital and no-one from whom they borrow shall be concerned to see that the money is wanted or that no more than is wanted is borrowed or be concerned in any other way as to the propriety of the transaction or the application of the money
21. **ANY** one of my Trustees who (or whose spouse or issue) may stand to benefit from the exercise of any power may if he wishes leave the real exercise of the power to the other or others and join in it merely as a formal party
22. **IF DURING** any period the mere existence of any powers given to my Trustees by this Will or any Codicil to it in relation to any trust set up by this Will or any Codicil to it would be enough (without their exercise) to prevent (and would be the only thing preventing) the conditions stated in section 71 of the Inheritance Tax Act 1984 (or any modification or re-enactment of it which applies in relation to the trust) from being satisfied in respect of the property comprised in the trust or some part of it then during that period those powers shall be restricted (in relation to that property or that part) so far as may be necessary to avoid that result
23. **ANY OF** my Trustees who is engaged in a profession or business may charge for work done by him or by his firm or company in connection with the administration of my estate or the provisions of this Will or any Codicil to it including work which is outside the ordinary course of his profession or business and work which he could or should have done personally had he not been so engaged

24. I DIRECT that Rosie Allan shall for all the purposes of this my Will be deemed to be my granddaughter and the daughter of my said son Richard Beecroft Allan

AS WITNESS my hand this *Sixth* day of *February* 2003

SIGNED by the Testator ) *R. Beecroft Allan*  
in our presence and then by )  
us in his )

*K. Dunelaw* } Secretaries with  
*J. Kite* } Grayson,  
Schinton,  
Sheffield 1.

