

The within written Deed was signed sealed and delivered by the
within named Robert Sathrop Murray in the presence of -

J. C. Macdonnell
Hobart Town,

Signed sealed and delivered by the within named Thomas Nicholson
in the presence of

James Laughton Hobart Town.

This Indenture

made the twenty first Day of August in the year of our Lord One thousand eight hundred and forty five Between Robert Lathrop Murray of
By my self in the Parish of Llanberoch in the County of Denbigh and John Scott Turnbull of St Asaph in the Parish of St Asaph and Thomas Nicholas of St Asaph Solicitor of the other part Whereas the said Robert Lathrop Murray being stayed in for simple in possession of the Land and Hereditaments hereinafter described and intended
to be hereby released did by divers Writs or Instruments in writing purporting to convey or otherwise upon the said Robert Murray being stayed in for simple in possession of the Land and Hereditaments hereinafter described and intended
the twenty fourth Day of January One thousand eight hundred and forty five the twenty fourth Day of December One thousand eight hundred and forty five or intend to vest the same Hereditaments in the said Thomas Nicholas in Trust for the
Benefit of Eleanor the Wife of the said Robert Lathrop Murray and their Children and Whereas the said Robert Lathrop Murray has been advised and believes that the said Writs or Instruments are defective And Whereas
the said Robert Lathrop Murray contemplates returning to England and to let Eleanor his Wife and their Children remain in this Colony And with a view to provide for their support and maintenance And in Consideration that the
said Eleanor his Wife hath for the benefit of the said Robert Lathrop Murray devised and relinquished her Right and Title to Divers several freehold Estates heretofore the Property of the said Robert Lathrop Murray he is desirous of making
the provisions hereinafter contained Now his Indenture witnesseth that with the view and for the Consideration aforesaid And also in Consideration of the Sum of Two Hundred pounds a sum by the said John Scott
Turnbull and Thomas Nicholas paid to the said Robert Lathrop Murray upon the Execution of these Presents (The receipt whereof is hereby acknowledged) He the said Robert Lathrop Murray hath granted conveyed and released
And by these presents made in pursuance of the Act in this behalf made and intimated in and by the same Partes doth he the said Robert Lathrop Murray grant bargain sell
Alain release and confirm unto the said John Scott Turnbull and Thomas Nicholas their Heirs and Assigns All those several Acres of Land in the Parish of Llanberoch hereinafter
described being parcel of Six hundred and twenty five Acres which were granted by the Crown to the said Robert Lathrop Murray and his Heirs the remainder of the said Six hundred and twenty five Acres being
also released and confirmed unto the said John Scott Turnbull and Thomas Nicholas their Heirs and Assigns and which said fifteen Acres of Land are bounded as follows (that is to say) on the South West by part of the said Land so mortgaged to the said Eleanor
Spence as aforesaid on the South East by and belonging to Edward Lord in the North East by Land the Property of Frederick Bell and on the North West by the Sandy Bay Rivulet Together with the Buildings and other things thereunto
belonging also all ways waters Watercourses Tithes Privileges and Appurtenances whatsoever thereto or to any part or parcel thereof belonging or appertaining And all Reservations Remainders Reversions and Profits thereof And also all the Rights Rights
Titles Interests and Trust Inheritance Property Claim and Remainder whatsoever of them the said Robert Lathrop Murray in and to the same To have and to hold the said Land Hereditaments and Premises hereby released with the
Appurtenances unto and To the use of the said John Scott Turnbull and Thomas Nicholas their Heirs and Assigns for ever (Subject to any legal equitable Incombrance affecting the same) Upon the Trusts and to and for the Intent and
purposes hereinafter declared concerning the same (that is to say) Upon Trust that they the said John Scott Turnbull and Thomas Nicholas their Heirs and Assigns do and shall immediately after the Execution of these presents enter into and
upon the said Land and Hereditaments hereby released or intended to be and receive and take the Rents and Profits thereof from time to time as the same shall become due or arise And to pay the same when received into the proper Hands
of the said Eleanor Murray for a towards the maintenance and support of herself and the Children of her and the said Robert Lathrop Murray (that is to say) Eleanor (their Daughter) Mary Ann - Ann - Elizabeth - George
Eugene and Elizabeth ^{children of her} and any other Child or Children of the said Robert Lathrop Murray and Eleanor his Wife that may hereafter happen to be And after the decease of the said Eleanor the Wife of the said Robert Lathrop Murray
Upon Trust that they the said John Scott Turnbull and Thomas Nicholas when they or the Survivor of them his Heirs or Assigns shall think proper or in the life time of the said Eleanor the Wife of the said Robert Lathrop Murray or after her
decease do sell and absolutely dispose of the said Land and Hereditaments hereby released or any part or parts thereof by Public Auction or private Contract and either for Cash or Bills of Exchange or otherwise as they or the Survivor of them
his Heirs or Assigns shall think fit and to convey the same Land and Hereditaments when sold to the purchaser or purchasers thereof and his her or their Heirs or Assigns as he she or they shall see specially directed And it is hereby declared that the
purchaser or purchasers who shall or may become the purchaser or purchasers of the said Land and Hereditaments or any part or parts thereof and pay his her or their purchase money or any part thereof on any Bill or Bills of Exchange shall not be obliged to
see to the application of the same or the produce thereof or answerable or accountable for the misapplication or non application of the same And that every Receipt that shall be given for the said purchase money or for such Bill or Bills of Exchange
shall be a good and sufficient Discharge for the same or some of the said Bill or Bills of Exchange which shall have been paid therefor as aforesaid (And all Bills of Exchange being afterwards duly honored and paid) shall be a good and sufficient Discharge for the same or some of the said Bill or Bills of Exchange which shall have been
thereby respectively shall be acknowledged to have been received And upon this further Trust to lay out and invest the Monies arising from time to time from such sales or sales as aforesaid after deducting all necessary and reasonable
Costs Charges and Expenses attending the same in the purchase of Bank Shares or in or upon other good Security in the names of them the said John Scott Turnbull and Thomas Nicholas or of the Survivor of them and any one Trustee or Trustees to be
appointed as hereinafter mentioned Upon Trust (if the said Eleanor the Wife of the said Robert Lathrop Murray shall then be living) to pay the Dividends and interest arising from the said Bank Shares or Securities upon which the same shall be invested as and
when the same shall be received into the proper Hands of the said Eleanor the Wife of the said Robert Lathrop Murray during her natural life for and towards the support and maintenance of herself and the Children of her and the said Robert
Lathrop Murray as hereinafter mentioned And after her decease or in case she shall have previously died Upon Trust to pay and apply the said Dividends and interest and profits respectively for or towards the maintenance
and Education of all the aforesaid Children of the said Robert Lathrop Murray and Eleanor his Wife and of all and every other their Child or Children which shall hereafter be born until such Children shall respectively attain the age of Twenty
one years And upon further Trust that when and as the said Children shall respectively attain the age of Twenty one years to pay or transfer unto him or her or equal share with the other or others of them who shall then be living of all
the said Trust Monies and premises And upon Trust in case of the decease of any one or more of the said Children before he she or they shall become entitled to receive his her or their share of the said principal Monies or Trust Estate
to divide and pay or transfer the share of him her or them so dying whether the same shall be an original or accumulated share unto and equally between the Survivors of them at the age aforesaid or the Survivor of only one or two or her
Executors or Administrators And it is hereby declared by the said Robert Lathrop Murray that the provision hereby intended to be made for the said Eleanor his Wife and their Children as aforesaid shall be absolutely free from his Control and that
of any future Husband And that his Receipt alone shall be from Time to Time a sufficient Discharge to the said Trustees their Executors Administrators and Assigns for the Money due or to be received And the said Robert Lathrop
Murray doth hereby for himself his Heirs Executors and Administrators covenant and agree with the said John Scott Turnbull and Thomas Nicholas their Heirs and Assigns that he the said Robert Lathrop Murray and his Heirs Executors
at any time hereafter at the request of the said John Scott Turnbull and Thomas Nicholas and the Survivor of them his Heirs Executors Administrators or Assigns make do and execute any further or other Deeds and Instruments which may
be necessary for giving full effect to these presents Provided and it is hereby declared that on the Death Refusal Neglect or Incapacity to act of either of them the said John Scott Turnbull and Thomas Nicholas or of any
Trustee or Trustees appointed in them or either of them it shall be lawful for the acting Trustee or Trustees for the time being for the time being to appoint a new Trustee or Trustees in the place or
stead of such Trustee or Trustees so dying refusing neglecting or becoming incapable to act as aforesaid And when any of the said Trustee or Trustees appointed as aforesaid shall be deceased or otherwise
died that every such new Trustee shall have and exercise the same powers as if he had been appointed a Trustee by these presents And that none of the Trustees appointed as aforesaid shall be answerable for the debts or liabilities
for incidental expenses nor under Receipts or vouchers which they shall give or certify for conformity And that all such Trustees may reimburse themselves and each other out of the Trust Estate all Costs and Expenses that may be incurred in the
Execution of the Trusts aforesaid or in any way relating thereto For Witnes

Robert Lathrop Murray and *Thomas Nicholas*