

AUSTRALASIAN AND COLONIAL LIFE GENERAL ASSURANCE & ANNUITY COMPANY

N^o 1 LEADENHALL STREET
LONDON

R. 1911

Annuity of £110 --- payable half-yearly
on the 2nd days of April & October.
First payment on the 2nd day of April 1848.

Consideration £1114.9.10

Whereas *Race Godfrey of Old Rectory House, Yutton, Herefordshire, England,*

has contracted with the Directors of the AUSTRALASIAN COLONIAL AND GENERAL LIFE ASSURANCE AND ANNUITY COMPANY for the purchase of an Annuity of *£110* pounds per Annum

to be payable half-yearly during

his life

on the days hereinafter appointed for payment of the same, but without any proportional part thereof for any part of the current half-year during which the said *Race Godfrey* shall die, in the event of such death happening on any other day than one of the said half-yearly days for payment.

And whereas the said *Race Godfrey* has as the basis of the contract for the sale and purchase of the said Annuity, stated to the Directors of the said Company that his age is not less than *fifty five* years.

And whereas the Directors of the said Company, relying on the truth of the statement so made to them by the said *Race Godfrey* have agreed to sell to the said *Race Godfrey* the said Annuity of *£110* pounds

And whereas the said *Race Godfrey* has paid at the Office of the said Company in Leadenhall Street, London, the sum of *Four hundred and fourteen pounds nine shillings and ten pence* as the consideration for the purchase of the same Annuity.

Now know ye that we whose hands and seals are hereunto subscribed and affixed, being two of the Trustees of the said Company, by order of the Directors of the said Company (testified by two of them countersigning these presents,) do Covenant with the said *Race Godfrey* his executors administrators and assigns that the stock and funds of the Company shall be subject and liable to pay and shall to the extent of such stock and funds only pay to the said *Race Godfrey* or his assigns from time to time, during the natural life of the said *Race Godfrey*

at the Office of the said Company in Leadenhall Street, aforesaid, or other the Chief Office for the time being of the said Company, **One Annuity** or yearly sum of *£110* pounds sterling, by equal half-yearly payments on the *second* day of *April* and the *second* day of *October* in every year, between the hours of eleven in the forenoon and three in the afternoon of the same days respectively, without any deduction or abatement on any account whatsoever; the first payment of the said Annuity or yearly sum of *£110* pounds

to be made on the *second* day of *April* next ensuing the date of these presents, provided the said *Race Godfrey* shall be then living, and that a certificate or other sufficient evidence of his being then alive shall be produced, but so always that no payment shall be made in respect of the current half-year during which the said *Race Godfrey* shall die, in case of such death happening on any other day than one of the said half-yearly days so appointed for payment of the said Annuity.

Provided always, and these presents are upon the express condition, that in case the age of the said *Race Godfrey* on the day of the date of these presents, shall be less than *fifty five* years, then the said Annuity shall cease and these presents shall be void, and the said sum of *Four hundred and fourteen pounds nine shillings and ten pence* paid for the purchase of the said Annuity, shall be absolutely forfeited to the Company.

Provided also, that the funds or property of the said Company for the time being shall alone be answerable to the demands thereon under or by virtue of these presents, it being hereby expressly declared to be a principle of the Company that no Shareholder in the Company is to be or shall be in any case or upon any account whatsoever, liable to contribute to the stock or funds of the Company more than the unpaid part of his or her shares of the Capital of the Company. **In Witness** whereof we have hereunto set our hands and seals this *eight* day of *October* in the year of our Lord one thousand eight hundred and *forty seven*

Signed, sealed, and delivered by *Edward Marnard* and *John Henry Capper* in the presence of

Countersigned by order of the Board of Directors,

Richard Maltby
Samuel Biddle

DIRECTORS.

Edward Marnard

Entered *R. S. Dupree*.

RECEIVED the *second* day of *October* 18*47* of and from the above named *Race Godfrey* the sum of *Four hundred and fourteen pounds nine shillings and ten pence* £1114.9.10 above mentioned to have been paid by him

WITNESS *Edward Marnard* and *John Henry Capper*

Received of the Liverpool & London
Fire & Life Insurance Company the
Sum of Two Hundred & Forty Five Pounds
in consideration of the within Annuity
Bond N^o. 894. being surrendered and
annulled & I hereby surrender the
same & exonerate the said Company
under the said deed, for the above
consideration or purchase money.

August 9th.
1855.

W. H.
Rae Frey

1855

£245 Paid 13th Augt

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A Memorial of this Act's full
Text Entered in the High Court
Court of Chancery pursuant to
an Act of Parliament made
for that purpose

H. Jones