

Dated 16<sup>th</sup> June 1904

W. R. Cremer Esq<sup>re</sup> M.P.  
— to —

Howard Evans Esq<sup>re</sup>  
and others —  
—

— <sup>Copy</sup> —  
**Deed of Trust**  
— in favour of —  
The International  
Arbitration League —  
—

John Glaisyer,  
Birmingham.

# This Indenture

made the sixteenth day  
of June One thousand nine  
hundred and four Between William Randal  
Cremer of Lincolns Inn Fields in the County of London  
M. P. of the one part and Howard Evans of N<sup>o</sup>  
4 Winterwell Road Brixtan in the County of Surrey Journalist  
George Trocter of N<sup>o</sup> 64 Crowndale Road St. Pancras  
in the County of London Engineer John Morgan  
of N<sup>o</sup> 12 Milton Park Highgate in the County of Middlesex  
Cabinet Maker Charles Greedy of N<sup>o</sup> 11 Effingham  
Street Pimlico in the County of London Carpenter and  
Isaac Haig Mitchell of Lyndean Voltaire Street  
Clapham in the County of London Engineer hereinafter  
referred to as "the Trustees" which expression shall except  
where repugnant to the context include the survivor and last  
survivor of them and the executors or administrators of such  
last survivor and all and every other the Trustees or Trustee  
for the time being of these presents of the other part.

Whereas the said William Randal Cremer has paid  
to the Trustees the sum of Eight thousand pounds (here-  
after to be known as the Cremer Trust Fund) to be held  
by the Trustees upon the trusts with the powers and subject  
to the provisions hereinafter declared and contained concerning  
the same Now this Indenture witnesseth  
that it is hereby agreed and declared as  
follows (that is to say) :-

1  
Trust for investment

The Trustees shall invest the said sum of Eight  
thousand pounds in the names or under the legal control

Recital of payment  
of £8000 to the  
Trustees

Testatum;  
Declaration of Trusts

of the Trustees in or upon any securities in or upon which trustees shall for the time being be authorised by law to invest trust money or upon freehold copyhold leasehold or chattel real securities in the United Kingdom or in the debenture stock or preference stock or preference shares of any corporation or company which shall have been created by special Act of Parliament or under the Companies Act 1862 and the Acts amending the same and which shall have paid a dividend on its ordinary shares for each of the three years next preceding the date of the proposed investment or in the bonds commonly called Andrew Carnegie Six per cent Bonds or in or upon the security of United States Steel Corporation Five per cent Bonds but not in any other mode of investment And may from time to time vary or transpose all or any of the investments of the property for the time being subject to the trusts of these presents for or into any other or others of the description hereby authorised.

Power to transpose investments

2. It shall be lawful for the Trustees at any time to convert into money any property or investments which shall for the time being be subject to the trusts of these presents and to invest the money which shall be so produced in the purchase of any messuages lands tenements or hereditaments or situate or arising in the United Kingdom and held for an estate of inheritance of freehold copyhold or customary tenure or for any term of years whereof not less than fifty years shall be unexpired at the

Power to invest in the purchase of land.

time of purchase and to purchase any such messuages lands tenements or hereditaments either with vacant possession or subject to any then existing occupation or building lease or leases thereof granted for any term of years either at a rack rent or at a ground rent And any hereditaments which shall be so purchased shall be conveyed to the trustees for all the estate or interest purchased therein upon the trusts of these presents.

3

Power to lease purchased hereditaments.

It shall be lawful for the Trustees to demise any hereditaments which shall have been purchased under the power contained in the preceding clauses of these presents or any part or parts thereof at rack rent for any term of years not exceeding twenty one years to take effect in possession or within six calendar months from the making of the demise. —

4

Trust for payment of the income of the trust property to the International Arbitration League so long as certain conditions are fulfilled

The Trustees shall pay the income of the investments of the said sum of Eight thousand pounds (including the rents and profits of any hereditaments which shall be purchased under the power in that behalf hereinbefore contained, hereinafter called the said Trust Income) to the Treasurer for the time being of the International Arbitration League (whose receipt in writing therefor shall be a good discharge for the same) for the general purposes of the said League so long only as the following conditions shall be fulfilled namely: —

The Conditions Firstly the Council of the said League shall be composed of at least twenty four persons and of whatever number the Council shall be composed (that is whether of the number of twenty four or more) two thirds at least of the members of the Council shall to the satisfaction of the trustees (whose discretion to decide the question shall be absolute and uncontrolled and whose decision on the point shall be conclusive) fall within the description of working men and so far as possible be members of industrial or progressive organisations Secondly the Annual Meeting of the said League shall be held on the eighteenth day of March in every year or if that day shall be a Sunday or shall in the opinion of the Trustees be inconvenient the said meeting shall be held on any one of the three days preceding or three days succeeding the eighteenth day of March And not more than Ten pounds shall be applied out of the income of the property subject to the trusts of these presents in paying the expenses of celebrating the said Annual Meeting Thirdly the average annual income of the said League to be derived from subscriptions and donations or otherwise in addition to the said Trust Income and to be calculated on the average of the receipts in the way of such additional income during the three years next preceding the date of such calculations shall be One hundred and fifty pounds at least Fourthly Any legacies or

sums of money that may be bequeathed to the International Arbitration League and which shall become payable within the next fifteen years from the date of these presents (unless subject to trusts or directions inconsistent with the trusts and provisions imposed upon the Cremer Trust Fund) shall be paid to the Trustees hereof and be held by them upon the trusts and subject to the provisions of these presents respecting the "Cremer Trust Fund" Fifthly That the International Arbitration League shall continue and pursue such efforts as have hitherto been made to cultivate and maintain friendly relations between those engaged in the work of Peace, Arbitration and Disarmament in other parts of the British Empire and in foreign countries and especially with such workers in France, and shall arrange from time to time and if possible annually International Meetings with a view to further promoting and assisting the cause of Arbitration Disarmament and Peace .-

— 5 — The Trustees shall appoint either one of themselves or some other person to be the Secretary to the Trust hereby constituted. -

— 6 — Meetings of Trustees Any power, authority or discretion herebefore or hereinafter conferred upon the Trustees shall (except as hereinafter otherwise provided) be exercised or signified either by some instrument in writing to be signed by all the trustees or by the resolution of the whole number or the majority of those of the Trustees who shall be

present and vote at a meeting of the Trustees notice of intention to hold which shall have been given to all the trustees and at which not less than three of the Trustees shall attend and vote upon the question to be decided by the resolution the Chairman of the meeting to have a casting vote in case of an equality of votes on either side And a general meeting of the Trustees shall be held at least once in every year at which the accounts of the trust shall be presented And subject to the above provisions of this present clause of these presents meetings of the trustees shall be held on such occasions at such times and places and with such notice and the business to be transacted at such meetings shall be conducted and the resolutions and proceedings passed and had at such meetings shall be recorded and proved in such manner as the Trustees shall by their regulations from time to time provide And unless otherwise provided by such regulations it shall be the duty of the Secretary to summon meetings of the Trustees and enter minutes of all the proceedings had at such meetings in a book. -

— 7 —  
Trustees to keep  
Accounts

Proper books of account shall be kept showing all receipts and disbursements had and made on account of the trust and unless the Trustees shall otherwise decide it shall be the duty of the Secretary to keep the said books of account And the said accounts shall be audited with all necessary vouchers once at least in every year by two of the Trustees or if the

trustees shall so decide by a professional accountant whose remuneration shall be paid and deducted out of the said Trust Income before paying the same over to the said League.

— 8 —  
Indemnity Clause

In addition to the indemnity and right to reimbursement by law given to trustees the trustees shall be at liberty to lend on any security or to purchase any hereditaments with less than a marketable title and shall not be answerable for any loss thereby occasioned. And the trustees acting in good faith in the exercise of any power or discretion hereby conferred upon them shall not be answerable for any loss which shall be thereby occasioned to the trust estate.

— 9 —  
New Trustees

If and so often as the Trustees or any of them or any trustee or trustee of these presents appointed under this present or any statutory power or by a court of competent jurisdiction shall die or desire to be discharged or refuse or neglect or become incapable or unfit to act in the trusts of these presents or become bankrupt or insolvent or go to reside permanently out of England the surviving or continuing Trustees or Trustee for the time being (and for this purpose any retiring or refusing trustee shall if willing to act in the execution of this power be considered a continuing trustee) or the personal representatives or representative of the last surviving or continuing trustee may, and whenever the number of the trustees of these presents shall be reduced to less than four, shall within six months from the happening of any of the before

Trustees may  
delegate powers to  
Committees

It shall be lawful for the Trustees to delegate all or any of the powers authorities and discretions hereinbefore conferred upon them except those conferred by the ninth, tenth and twelfth clauses of these presents to any Committees or Committee either of some of the trustees or of some of the trustees together with any other persons or person or of any other persons not being trustees whom the trustees may select And at any time to revoke either wholly or partially the authority so conferred on any such committee.

— 12 —  
Gift over of trust  
income if the conditions  
shall cease to be fulfilled

If at any time all the conditions mentioned in the 4<sup>th</sup> clause of these presents shall not be or shall cease to be fulfilled or a resolution that the International Arbitration League has ceased to exist as an active energetic and useful body in the promotion of International Arbitration and Peace shall subject to the proviso lastly hereinafter mentioned be passed at a general meeting of the trustees by a majority of two-thirds at least of the Trustees who shall be present and vote upon the question and such resolution shall be put into writing and signed by those of the trustees who formed such majority then the trusts hereinbefore declared in favour of the International Arbitration League shall cease and determine and the Trustees shall thenceforward pay the said Trust Income to the Treasurer for the time being of the Inter-Parliamentary Union or if there shall not then be any duly appointed Treasurer of the said Union to two or more Trustees appointed on behalf of the said Union to receive the same and the receipt or receipts of the said Treasurer or the said Trustees as the case may be shall be a good discharge to the Trustees

hereof for the same the said Trust Income to be applied by him or them (as the same may be) for the purpose of promoting the extension and advancement of International Arbitration and International peace Provided always that if no Treasurer or Trustees shall have been previously duly appointed by the Inter-parliamentary Union the said trust income shall be paid to or for the use of such Society or Societies in the United Kingdom or elsewhere as shall in the opinion of the Trustees or of a majority of them then be the most active and useful body or bodies in the promotion of the cause of peace and International Arbitration Provided further that the said Resolution hereinafore in this Clause referred to shall only be had recourse to after the most careful consideration on the part of the Trustees and ample opportunity afforded to the International Arbitration League to fulfil the wishes of the Trustees and as a guide to the Trustees (but as a guide only the matter being in their uncontrolled discussion) it is declared that a twelve months notice in writing to the Treasurer for the time being of the International Arbitration League of the intention of the Trustees to consider the said Resolution such notice being given after a conference of the Trustees and the Officers of the said League shall be a sufficient notice to the said League of the intention of the Trustees. -

— 13 —  
Marginal notes  
to form no part  
of the Deed

The notes appearing in the margin of these presents are inserted therein for convenience of reference only and are not intended to form any part of these presents or to be referred to as a guide to the meaning or construction

of any clause or provision herein contained.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed Sealed and Delivered  
by the within named William  
Randal Cremer, Howard Evans,  
George Procter, John Morgan,  
Charles Greedy, and Isaac Haig  
Mitchell the interlineation on  
the first skin having been  
previously made and initialled  
in the presence of

John Glaisyer,  
Solicitor,  
Birmingham.

William Randal Cremer.

(L.S.)

Howard Evans

(L.S.)

John Morgan

(L.S.)

George Procter

(L.S.)

Charles Greedy

(L.S.)

Isaac Haig Mitchell

(L.S.)