Cancellation of earlier wills

1. I cancel any earlier wills.

Interpretation

2. (A) "Joe" is my husband Joseph Bernard Kyle.
   (B) “Our children” are:
       Anna (Anna Golda Walker).
       Harry (Alfred Harry Kyle).
       David (David Chambers Kyle).

3. (A) “Our home” means any house or flat which Joe considers his home when I die (and there may be two), including any land that goes with them (including, for example, a garage rented separately); and
   (B) “Its contents” means everything in our home or on that land (and anything temporarily absent from them) except money and securities for money.
   (C) “Grandchildren” in clauses 6, 7, and 9 includes subsequent generations inheriting, or who might inherit, under clause 13.

Mutual wills declaration

4. Joe and I make today’s wills in similar terms under a binding agreement that they — or, if they become ineffective, identical replacement wills — will remain in force until we die, unless:
   (A) We agree otherwise;
   (B) One of us has given written notice to the other of intention to withdraw from the agreement; or
   (C) One of us accepts, even implicitly, the other’s repudiation of the agreement.

5. Notice under clause 4(B) will be ineffective if the recipient:
   (A) Is not able to make a new will; or
   (B) Through no fault of his or her own becomes unable within 28 days of receipt of the notice without having made a new will.

6. The purpose of this agreement is to protect our children’s and grandchildren’s inheritance as far as is reasonably practicable while giving priority to the survivor’s needs and to our wish that the survivor may, to the extent that it is possible:
   (A) Remain in our home for as long as he or she wants;
   (B) Exchange it for a replacement home of his or her choice (and again there may be two); and
(C) Maintain his or her independence and standard of living.

Note: I normally take advantage of its long and respectable history to use the gender-neutral singular “they” and “their” to avoid the tiresome “he or she” and “his or her”. But although I don’t think anyone could reasonably claim that “they” in this context includes the other beneficiaries I have sacrificed style to avoid the risk of argument.

7. (A) The agreement will bind Joe’s property as well as mine (including our jointly-owned property and property acquired from other sources before or after my death).

(B) But it will not bind, and Joe may take outright on my death:

(1) The items (other than money) given in his clause 8.

(2) The contents of our home given to him by my clause 9(B)(2).

(3) Our joint bank accounts (including money credited to them after my death).

(C) And Joe may vary his clause 11(B)(3) to the extent that the trustees consider it justified by an exceptional imbalance in the needs of our children or grandchildren.

Small gifts whoever dies first

8. I give:

(A) My jewellery to ….

(B) £5,000 to ….

If Joe survives me

9. If Joe survives me:

(A) (1) I appoint him and … as my executors and trustees.

(2) He may not act as sole trustee (if that is what he is), except as necessary in an emergency.

Note: Richard Oerton has pointed out that without the bracketed words this might, at a stretch, be construed as giving Joe the right in an emergency to act as if he were a sole trustee even if he isn’t one.

(B) I give him:

(1) A life interest in our home (with the rights and duties set out in clause 10); and

(2) An absolute interest in its contents except:

(a) Those given in clause 8; and

(b) {List of heirlooms}

(C) I give £20,000 to …

Note: Subclause (C) is intended for gifts which the testators intend to give between them, and is included in clause 9 to avoid duplication when T2 dies.

(D) I give the rest of my property to my trustees to give effect, as best they can, to the purpose expressed in clause 6, following these rules:

(1) The trustees may:

(a) Allow Joe any trust property (as an outright gift or in any lesser way), up to the full value of the trust fund, if they think it right in all the circumstances, in particular taking into account his needs and comfort and the needs of our children and grandchildren.

(b) Advance money to any of our children or grandchildren if their needs greatly outweigh Joe’s, but (regardless of whether Joe consents) only if
his security would not be seriously undermined.

Note: The words in parenthesis are intended to protect Joe from family pressure (and from himself).

(2) The trustees must:

(a) Accumulate any undistributed income.

(b) Distribute to our children anything remaining in the trust fund on Joe’s death.

(c) Benefit our children equally except to the extent that they consider that an exceptional imbalance in the needs of our children or grandchildren would make this unreasonable.

Note: There is no obligation to benefit grandchildren equally because the children may produce them in unequal numbers.

10. {Provision (including Joe’s rights and duties) for the maintenance, insurance, and replacement of our home.}

If Joe does not survive me

11. If Joe does not survive me:

(A) I appoint Anna as my executor.

(B) I give:

(1) My books to …

(2) £5,000 to each of …

(3) The rest of my property to our children in equal shares.

Reserve arrangements

12. {Provision for replacing executors and trustees}

13. {Provision for replacing dead beneficiaries, with appropriate arrangements for minors}

Administration

14. (A) No personal representative or trustee will be personally liable for anything done or omitted unless the court is sure that he or she acted in bad faith (except that one who is charging under clause (14)(C) will be liable for professional negligence).

(B) The exercise of any discretion by my trustees (including a trustee acting alone), or by Joe under clauses 7(C) or 9(A)(2), may be challenged only on the basis that they acted beyond their powers or in bad faith.

(C) A personal representative, or trustee, acting in a professional capacity may charge their usual fees.

Note: When the notes are deleted and the specimen adapted for use this space before the signatures should not exist.
Signed by the testator in our presence and then by us in his

<table>
<thead>
<tr>
<th>Testator’s signature</th>
<th>Date</th>
<th>25 January 2015</th>
</tr>
</thead>
<tbody>
<tr>
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<td>printed name</td>
<td>address</td>
</tr>
<tr>
<td>2nd witness signature</td>
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