

of Edwin L. Wage and C. Royce Sawyer as such trustees be taken and judicially settled and that by a judgment to be made in such action, their accounts as such trustees be settled and determined. That said action was tried and that on August 30, 1921 judgment was rendered in said court and entered in Orleans County Clerk's office granting the relief prayed for by the plaintiffs, the trustees in said action, that a copy of such judgment is hereto annexed and marked Exhibit B.

That since the entry of such judgment this deponent, C. Royce Sawyer, has continued to act as the sole surviving trustee under said agreement, no other or co-trustee having been appointed.

C. Royce Sawyer

Sworn to before me this

1st day of May, 1923.

(Seal) *Harry E. Colbush*
Notary Public, EXHIBIT "A".

A G R E E M E N T

THIS AGREEMENT MADE and entered into this 16th day of June, 1914, by and between Arnold Gregory of the town of Albion, N. Y., of the first part, and Edwin L. Wage and C. Royce Sawyer, both of the village of Albion, N. Y., of the second part.

WITNESSETH that: whereas the said party of the first part is desirous of making provisions in his lifetime out of his estate for the benefit of his daughter, Catherine G. Hill and her children, Parmaly G. Hill and Almira K. Watts, now for and

IN CONSIDERATION of the sum of One Dollar to him in hand paid, the receipt whereof is hereby acknowledged and other good and sufficient considerations, and the agreement of said Trustees on their part to faithfully carry out the provisions of this agreement on their part; and whereas said party of the first part has heretofore set aside and delivered to said Trustees or to a third party for them, certain securities consisting of bonds and mortgages in the states of Kansas, Nebraska and Oklahoma, which at their face value with the accumulated interest, June 10th, 1914, amount to the sum of Ninety-five thousand Dollars (\$95,000) he hereby confirms said assignment and reassigns said securities, which have been already delivered to said Trustees, or to their agent, to receive them with all notes, bonds and coupon notes, abstracts of title, insurance policies, or other papers pertaining thereto, and which said mortgages are more fully described and set forth in a schedule hereto annexed, marked Schedule "A".

IT IS MUTUALLY AGREED that said assignment or assignments and deliveries are made to and accepted by said trustees, and their successors, if any, in trust for the following uses and trusts: viz: To keep said sum of Ninety-five thousand Dollars (\$95,000.00) invested as nearly as may be done in the State of New York, Kansas, Nebraska, or Oklahoma, when in their opinion, or in the opinion of the survivor of them, or their successor, the same can be safely done at not less than five per cent, otherwise in such real estate securities elsewhere in the United States as they may deem best, or if unable to so invest said securities in other securities approved by them, and Parmaly G. Hill and Almira K. Watts, it being my preference that so long as can be done, the loaning of the moneys received as principal on said securities be reinvested through the same agents through whom I have been making loans in my lifetime except in the contingency hereinafter provided, said amount of Ninety-five Thousand Dollars (\$95,000.00) is to be kept invested during the lifetime of said Catherine G. Hill, and at her decease, to be equally divided between said Parmaly G. Hill and said Almira K. Watts, and the interest thereon less any expenses connected with the management of said fund including the usual and proper charges for the management of said fund by said Trustees, which they are to retain, and any expenses of litigation as herein provided, to be paid to George A. Porter,