



CHAPTER lxi.

An Act to confirm and give effect to a Deed of Trust relating to a gift by the first Earl of Iveagh for public purposes of property at Kenwood in the metropolitan boroughs of Hampstead and Saint Pancras in the county of London and the borough of Hornsey and the urban district of Finchley in the county of Middlesex and for purposes connected therewith. A.D. 1929.

[10th May 1929.]

WHEREAS the late Edward Cecil first Earl of Iveagh (hereinafter referred to as "the first Earl") acquired or caused to be acquired the mansion house and buildings and lands described in the deed hereinafter mentioned with the object of securing the ultimate enjoyment by the public of the said mansion house buildings and lands and also formed the intention and desire that the said mansion house should be used for the public exhibition of a valuable collection of pictures and made divers provisions and dispositions for giving effect to his intention :

And whereas the intentions and wishes of the first Earl were in the main set forth by him expressly or by implication in documentary form but the directions given by him involve the declaration or formulation of additional trusts and in certain respects the first Earl did not give documentary expression in his lifetime to his known wishes in connection with the matters aforesaid :

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And whereas the trustees who were directed or empowered to declare such additional trusts have formulated a scheme for giving effect to the intention and wishes of the first Earl with the assent of such of the persons whose interests are affected by the said scheme as are children or other descendants of the first Earl and are sui juris which scheme is embodied in the deed of which a copy is set forth in the schedule to this Act :

And whereas the London County Council who are a party to the said deed have agreed to undertake the powers and functions to be exercised and performed by them under the provisions thereof :

And whereas doubts exist as to the validity in point of law of certain of the trusts declared by the first Earl and it is expedient that the said doubts should be removed and that effect should be given to the said scheme by the confirmation of the said deed :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows/(that is to say) :—

Short title.

1. This Act may be cited as the *Iveagh Bequest (Kenwood) Act 1929*.

Interpretation.

2. In this Act—

“The scheduled deed” means the deed of which a copy is set forth in the schedule to this Act;

“The administrative trustees” means the persons from time to time constituted and acting as administrative trustees under the provisions of the scheduled deed;

“The Council” means the London County Council;

“The mansion house” means the lands coloured blue on the plan referred to in the scheduled deed and the mansion house and other buildings (being some of the outbuildings of the said mansion house) thereon erected.

3.—(1) The deed dated the sixteenth day of April one thousand nine hundred and twenty-nine and made between the Right Honourable Rupert Edward Cecil Lee second Earl of Iveagh the Honourable Arthur Ernest Guinness the Right Honourable Walter Edward Guinness and Christopher Harry Bland of the first part the said second Earl of Iveagh and the said Christopher Harry Bland of the second part the London County Council of the third part the Public Trustee of the fourth part and the said second Earl of Iveagh the Honourable Arthur Ernest Guinness the Right Honourable Walter Edward Guinness the Honourable Aileen Sibell Mary Plunket Maureen Constance Guinness and Bryan Walter Guinness of the fifth part of which a copy is set forth in the schedule to this Act is hereby confirmed subject to the amendments of the said deed mentioned in subsection (2) of this section and effect may and shall be given to the provisions of the said deed subject to those amendments as if such provisions had been enacted in this Act.

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Confirmation
of deed.

(2) The scheduled deed shall have effect subject to the following amendments :—

- (a) Sunday shall not be one of the two days in each week on which the administrative trustees may require payment for admission to the mansion house pursuant to paragraph (c) of clause 10 of the scheduled deed;
- (b) Paragraph (d) of the said clause 10 shall be read and construed as if the reference therein to byelaws had been omitted therefrom and as if the word “regulations” had been inserted therein in lieu of the word “byelaws” where the last-mentioned word secondly occurs in that paragraph.

(3) Copies of the plan referred to in the scheduled deed have for the purpose of record been signed by the Viscount Hutchinson (Earl of Donoughmore) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred and deposited in the Committee and Private Bill Office of the House of Commons and in the Parliament Office House of Lords.

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Vesting of
property in
Council.

4.—(1) From and after the passing of this Act the lease dated the thirty-first day of December one thousand nine hundred and twenty-four referred to in the scheduled deed shall by virtue of this Act be merged in the reversion expectant on the determination of the said lease and be extinguished and the legal estate in fee simple in possession of the lands and mansion house mentioned in clause 2 of the scheduled deed and the legal ownership in the pictures mentioned in that clause shall by virtue of this Act vest in the Council upon the trusts relating thereto respectively set out in the scheduled deed.

(2) From and after the date or respective dates of the acceptance (otherwise than by way of loan) or acquisition by the administrative trustees of any such pictures or other articles as are mentioned in clause 3 (1) of the scheduled deed the legal ownership in such pictures or other articles shall by virtue of this Act vest in the Council upon the trusts relating thereto set out in the scheduled deed.

Regulations
of adminis-
trative
trustees.

5.—(1) The administrative trustees in pursuance of clause 10 (*d*) of the scheduled deed as amended by this Act may from time to time make and may enforce regulations as to the conduct of persons admitted to the mansion house and for securing the proper and orderly management of the mansion house.

(2) A regulation made under the powers of this section shall not have any effect until it has been confirmed by the Secretary of State and shall not be so confirmed until after the expiration of thirty days from the date on which the administrative trustees publish in such manner as the Secretary of State may direct a notice of the proposed confirmation.

(3) Any person offending against any such regulation shall be liable on summary conviction to a penalty not exceeding five pounds.

(4) Any officer or servant of the administrative trustees authorised by them in that behalf may after due warning exclude or remove from the mansion house any person whom such officer or servant has reasonable ground for believing to have infringed any of the said regulations or behaved in a riotous or disorderly manner or in a manner likely to cause a breach of the peace.

6. The Council and the administrative trustees and the Public Trustee may respectively exercise all such powers and do all such acts and things as may be necessary for or in connection with the carrying into effect by them respectively of the provisions of the scheduled deed.

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Incidental powers to Council and administrative trustees and Public Trustee.

7. Upon production at any time after the passing of this Act to the secretary or registrar or other officer charged with the registration of transfers of any stock shares or securities for the time being representing the endowment fund referred to in the scheduled deed of a King's Printer's copy of this Act and upon payment of the appropriate fee for the registration of a transfer on sale of such stock shares or securities such secretary registrar or other officer shall enter the name of the Public Trustee in the appropriate register as holder of such stock shares or securities and thereupon the Public Trustee shall be deemed for all purposes to be the registered holder of such stock shares or securities.

Registration of public Trustee as holder of securities representing endowment fund.

8. The costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the trustees of the will and codicils of the first Earl out of his general residuary personal estate.

Costs of Act.

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The SCHEDULE referred to in the
foregoing Act.

THIS DEED is made the sixteenth day of April one thousand nine hundred and twenty-nine between THE RIGHT HONOURABLE RUPERT EDWARD CECIL LEE SECOND EARL OF IVEAGH C.B. C.M.G. of 11 St. James's Square London S.W.1 and Elveden Hall Elveden Thetford Suffolk THE HONOURABLE ARTHUR ERNEST GUINNESS of 17 Grosvenor Place London S.W.1 THE RIGHT HONOURABLE WALTER EDWARD GUINNESS P.C. D.S.O. M.P. of 10 Grosvenor Place London S.W.1 and CHRISTOPHER HARRY BLAND M.V.O. of Mount Tyndal Spaniards Road Hampstead London N.W.3 (hereinafter called "the Will Trustees") of the first part the said SECOND EARL OF IVEAGH and the said CHRISTOPHER HARRY BLAND (hereinafter called "the Kenwood Trustees") of the second part the LONDON COUNTY COUNCIL of the third part the PUBLIC TRUSTEE of the fourth part and the said SECOND EARL OF IVEAGH THE HONOURABLE ARTHUR ERNEST GUINNESS THE RIGHT HONOURABLE WALTER EDWARD GUINNESS THE HONOURABLE AILEEN SIBELL MARY PLUNKET wife of the Honourable Brinsley Sheridan Bushe Plunket of Alderborough House Gashill King's County in the Irish Free State (eldest daughter of the Honourable Arthur Ernest Guinness) MAUREEN CONSTANCE GUINNESS of 17 Grosvenor Place London S.W.1 (second daughter of the Honourable Arthur Ernest Guinness) and BRYAN WALTER GUINNESS of 10 Buckingham Street London S.W.1 Esquire (eldest son of the Right Honourable Walter Edward Guinness) of the fifth part.

WHEREAS by a lease dated the thirty-first day of December one thousand nine hundred and twenty-four and made between the Right Honourable Alan David Earl of Mansfield of the one part and the Right Honourable Edward Cecil First Earl of Iveagh K.P. (hereinafter called "the First Lord Iveagh") of the other part the said Earl of Mansfield demised to the First Lord Iveagh certain lands with the mansion house thereon

called Kenwood House containing seventy-four acres one rood and two perches forming part of the Kenwood estate of the said Earl of Mansfield which lands are situated at Hampstead in the respective parishes of St. John Hampstead St. Pancras Finchley and Hornsey in the counties of London and Middlesex subject to certain rights of drainage for the term of ten years from the thirty-first day of December one thousand nine hundred and twenty-four at the rent of six thousand three hundred and eighty-eight pounds per annum then paid in advance under discount by one capitalized payment of fifty-one thousand eight hundred pounds :

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And whereas by a conveyance dated the fifteenth day of January one thousand nine hundred and twenty-five and made between the said Earl of Mansfield of the one part and the Kenwood Trustees of the other part in consideration of one hundred and seven thousand nine hundred pounds expressed to be paid to the said Earl of Mansfield by the Kenwood Trustees the whole of the said premises comprised in the above recited lease were conveyed to the Kenwood Trustees in fee simple subject to the said lease but with the benefit of the lessees covenants and subject also to certain rights and easements thereby reserved to the said Earl of Mansfield To hold the same nevertheless upon a trust declared in the words following viz.—

‘Upon trust as regards the land as an open space for the benefit of the public for ever by way of addition to or extension of
“ Hampstead Heath (but so that nothing herein shall prevent
“ the enclosure of any part or parts of the woods for the purpose
“ of preserving the flora and fauna thereon) and as regards the
“ said mansion house for such purposes for the benefit of the
“ public as may from time to time be determined by the Trustees
“ for the time being of these presents and as regards other
“ buildings for such purposes connected therewith respectively
“ as may be determined but with full powers in either case of
“ alteration adaptation or removal of any buildings and with
“ power to concur in and carry out any proposed diversion of
“ part of Cut Through Lane coloured brown on the plan hereto
“ annexed which may be deemed desirable and to give up and
“ convey any part of the premises hereby conveyed which may
“ be required for the purpose of carrying out any such diversion ”
And it was by the said conveyance now in recital further declared in the words following viz.—“ The trustees parties hereto ” (meaning the Kenwood Trustees) “ or the survivor of them or
“ the executors or administrators of such survivor may at any
“ time when they think fit so to do and shall on determination
“ of the said lease appoint the London County Council or other
“ authority in whom Hampstead Heath or the management
“ or control thereof is or may for the time being be vested to
“ be trustees of these presents in place of the trustees parties
“ hereto and on such appointment being made the premises

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“ hereby conveyed shall become and shall thereafter be and
“ for ever remain subject to the like conditions and be held
“ for the like purposes in all respects (but as regards the said
“ mansion house and buildings for the additional purposes and
“ with the additional powers as herein provided) as are or may
“ for the time being or from time to time be applicable to
“ Hampstead Heath but it is expressly declared that the trustees
“ parties hereto shall not be under any obligation to make such
“ appointment until after the determination of the said lease ” :

And whereas the title of the Kenwood Trustees to the said premises comprised in the said lease and conveyance was shortly after the date of the said conveyance registered at His Majesty's Land Registry under the heading “ District London Title No. 303847 ” and the said premises are shown and edged with red on the filed plan bearing the same number the Kenwood Trustees being the registered proprietors thereof with a possessory title in fee simple subject to the easement mentioned in the charges register :

And whereas the said conveyance of the fifteenth day of January one thousand nine hundred and twenty-five has been duly enrolled in the central office of the Supreme Court of Judicature pursuant to the statute 51 & 52 Vict. c. 42 s. 5 :

And whereas the said purchase money of one hundred and seven thousand nine hundred pounds for the fee simple of the said premises in reversion expectant on the said lease was in fact provided by the First Lord Iveagh the lessee and although it is apprehended that the trusts of the said land (apart from the said mansion house) are valid doubts have arisen as to the validity of the trusts declared by the said conveyance in relation to the said mansion house :

And whereas the First Lord Iveagh duly made and executed his will dated the seventeenth day of January one thousand nine hundred and twenty and thereby appointed the Will Trustees to be executors and trustees thereof and by the twenty-first clause of such will directed and authorised the Will Trustees to carry out (and complete at the cost of his residuary personal estate) any charitable scientific or benevolent schemes which he might have commenced or undertaken or promised or contemplated in his lifetime and which might be uncompleted at his death and by the twenty-third and twenty-fifth clauses of such will he gave and devised all the remainder of his real estate not thereinbefore otherwise devised and his net residuary personal estate not thereinbefore otherwise disposed of to the Will Trustees upon trust for sale and subject to payment of certain annuities upon trust for such of his issue as should be living at his death and in equal shares if more than one per stirpes but the share of every person living at his death was to be retained by the Will Trustees in trust for such person for life

only and subject thereto for his or her issue who should attain twenty-one or being female marry in equal shares if more than one per stirpes : A.D. 1929,
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And whereas the First Lord Iveagh duly made and executed five codicils to his said will but the only two of such codicils which relate to the premises comprised in the said lease and conveyance were the fourth and fifth :

And whereas by the fourth of such codicils dated the twenty-third day of January one thousand nine hundred and twenty-five the First Lord Iveagh gave and bequeathed “ the leasehold premises situate at Hampstead (comprising Kenwood House and 74 acres 1 rood 2 perches of land) the subject of the lease thereof from the Earl of Mansfield dated the thirty-first day of December one thousand nine hundred and twenty-four and the furniture and effects which may be in or about the said premises at my death ” to his sons Rupert Ernest and Walter and the survivors or survivor of them as joint tenants for their own use absolutely :

And whereas by the first clause of the fifth of such codicils (dated the ninth day of December one thousand nine hundred and twenty-six) the First Lord Iveagh revoked the gift contained in the said fourth codicil and by the second clause of such fifth codicil proceeded as follows viz. :—

“ 2. At the expiration of the above lease Kenwood House and the adjoining land will pursuant to the conveyance dated the fifteenth day of January one thousand nine hundred and twenty-five be handed to the London County Council or other authority in whom Hampstead Heath or the management or control thereof as may be for the time being is vested as trustees as regards the land as an open space for the benefit of the public by way of extension or addition to Hampstead Heath as therein provided and as regards the mansion house for such purposes for the benefit of the public as may from time to time be determined by the trustees for the time being under that deed (hereinafter referred to as ‘ the Kenwood Trustees ’) ” and by the third clause of the said fifth codicil the First Lord Iveagh proceeded as follows viz. :—

“ It being my hope and desire that Kenwood House may be used permanently as an art gallery for the exhibition of pictures tapestries furniture and the like open to and for the benefit of the public I accordingly give and bequeath to the trustees for the time being of my will free of all duties :

(a) The leasehold premises situate at Hampstead comprising Kenwood House and 74 acres 1 rood 2 perches of land held by me under the said

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“ lease dated thirty-first day of December one
 “ thousand nine hundred and twenty-four; and
 “ (b) The pictures enumerated in the list annexed
 “ hereto and such pictures tapestries furniture
 “ and other effects as may be specified in any list
 “ or lists which shall from time to time be signed
 “ by me as additions to the said pictures
 “ enumerated as aforesaid whether the same
 “ are at the time of my death in or about the
 “ said premises or not Upon trust that Kenwood
 “ House and the effects aforesaid shall be used
 “ kept and maintained as an art gallery open
 “ to the public on such conditions and generally
 “ on such terms as my trustees or the Kenwood
 “ Trustees shall in their absolute discretion from
 “ time to time think expedient with power to
 “ accept gifts or loans for exhibition or otherwise
 “ in the said house of pictures tapestries
 “ furniture and other articles.”

And by the fourth clause of the said fifth codicil the First Lord Iveagh proceeded as follows :—

“ I bequeath to my said trustees the capital sum of
 “ fifty thousand pounds (£50,000) free of duty upon trust
 “ to invest the same (with power to vary the investment
 “ thereof) and to apply the whole or any part of the
 “ income arising therefrom in or towards the management
 “ maintenance upkeep fencing repair and insurance
 “ of the said house as an art gallery and its approaches
 “ and the contents thereof for the time being including
 “ the wages of caretakers attendants and others and to
 “ accumulate any surplus income not applied in any
 “ year for the purposes aforesaid by investing the same
 “ and the resulting income thereof as an addition to and
 “ in augmentation of the said capital sum with power to
 “ apply any such accumulations and resulting income in
 “ any subsequent year for the purposes aforesaid.”

And by the fifth clause of the said fifth codicil the First Lord Iveagh proceeded as follows :—

“ I empower the trustees of my will to surrender to
 “ the Kenwood Trustees if willing to accept the same so
 “ much of the land and premises comprised in the said
 “ lease as my trustees shall not think necessary or expedient
 “ to retain as appurtenant to and convenient for the said
 “ mansion house while in use as an art gallery. But in
 “ the event of the Kenwood Trustees being unwilling to
 “ accept such surrender then I direct that the expense of
 “ maintaining the park and land and otherwise of
 “ complying with the provisions of the said lease shall be
 “ borne by and paid out of my general estate.”

And by the sixth clause of the said fifth codicil the First Lord A.D. 1929.
Iveagh proceeded as follows :—

“ I authorise and direct my said trustees on the
“ expiration of the said lease or earlier if they shall so
“ think fit to make over to the Kenwood Trustees the
“ said pictures tapestries furniture and other effects
“ bequeathed as aforesaid and the said capital sum of
“ fifty thousand pounds (£50,000) and accumulations
“ (if any) to be held on the trusts hereinbefore declared
“ and upon such additional or other trusts germane or
“ ancillary thereto as my said trustees shall in their
“ absolute discretion approve but so that in the event of
“ Kenwood House at any time ceasing to be used as an
“ art gallery open to the public whether before or after the
“ expiration of the said lease the said effects and capital
“ sum shall revert to and become part of my residuary
“ estate.”

And by the seventh clause of the said fifth codicil the First Lord
Iveagh proceeded as follows :—

“ I direct that in the event of the preparation and
“ arranging of Kenwood House as an art gallery not being
“ completed during my life my executors shall forthwith
“ complete such preparation and completion as an art
“ gallery in conjunction if possible with the Kenwood
“ Trustees and all costs and expenses in connection with
“ such preparation and completion shall be paid for out
“ of my general estate and shall not be in any way a charge
“ on the said capital sum of fifty thousand pounds
“ (£50,000) or the income thereof ” :

And whereas the First Lord Iveagh died on the seventh
day of October one thousand nine hundred and twenty-seven
without having further revoked or altered his said testamentary
dispositions and his said will and codicils were duly proved in
the Principal Probate Registry on the second day of November
following :

And whereas the first Lord Iveagh in addition to the list
of pictures scheduled to the said fifth codicil to his will as the list
referred to in the third clause of that codicil as the list of pictures
annexed thereto (the pictures contained in which list are also
enumerated and set forth in the first part of the schedule hereto)
also caused to be made and signed a further or second list of
pictures to be included in his said bequest as an addition to
the pictures enumerated as aforesaid (the pictures contained in
which second list are also enumerated and set forth in the second
part of the said schedule hereto) but such further or second list
was not executed in manner required to give the instrument
containing the same testamentary effect and validity :

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And whereas all the pictures enumerated in the said second list were at the time of the publication thereof and down to the date of the death of the First Lord Iveagh part of the "furniture and effects" (as defined by his said will) of the testator's residence No. 4/5 Grosvenor Place London S.W. which residence was together with the furniture and effects therein by the said will given to the said the Right Honourable Walter Edward Guinness absolutely and the executors of the said will have assented to such bequest :

And whereas the said the Right Honourable Walter Edward Guinness has pursuant to his desire hereinafter recited for the carrying into effect of the intentions of his late father the said First Lord Iveagh delivered to the Will Trustees all the pictures enumerated in the said second list to be held by the Will Trustees upon the trusts by the said codicil declared of and concerning the pictures enumerated in the list annexed or appearing as a schedule thereto :

And whereas in addition to the doubts as to the validity of the trusts in relation to the said mansion house contained in the said conveyance of the fifteenth day of January one thousand nine hundred and twenty-five further doubts have arisen as to how far the First Lord Iveagh had power to vary or add to such trusts by his said fifth codicil :

And whereas by an order of the Board of Charity Commissioners dated the fifth day of October one thousand nine hundred and twenty-eight it was ordered that pursuant to the provisions of section 8 of the Mortmain and Charitable Uses Act 1891 the said mansion house and other premises comprised in the said lease of the thirty-first day of December one thousand nine hundred and twenty-four might be retained for the purpose of the charity founded by the said codicil of the ninth day of December one thousand nine hundred and twenty-six :

And whereas the said mansion house alone and bounded on all sides by other land laid out and/or used as a public park would be of very little value as part of the residuary real estate of the First Lord Iveagh :

And whereas it has been found that the said capital sum of fifty thousand pounds will be insufficient to provide for the management maintenance upkeep fencing repair and insurance of the said mansion house as an art gallery and its approaches and the contents thereof for the time being including the wages of caretakers attendants and others and it is considered that if the said mansion house is to be devoted to the purposes directed by the First Lord Iveagh it is essential that there should be power to charge the public for admission thereto on certain days of the week in order to provide for any deficit :

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And whereas the London County Council considers that it should be empowered to fence in the whole of the said premises as well as to fence in divers woods thereon in order to preserve the amenities of the premises as a recreation ground and to make cancel and amend rules for regulating the public enjoyment of the said premises :

And whereas all persons in existence and sui juris who are beneficially interested in the residuary real and personal estate of the First Lord Iveagh (who are the parties hereto of the fifth part) are desirous that his intentions in relation to the said land mansion house pictures and other chattels and the said endowment fund (as varied by these presents) should be carried into effect and that the said conveyance of the fifteenth day of January one thousand nine hundred and twenty-five and the said fifth codicil (including the said second list of pictures) and these presents should be confirmed and made valid by Act of Parliament and it is intended that a Bill shall be introduced into Parliament for such confirmation accordingly :

Now this deed witnesseth that the Will Trustees and the Kenwood Trustees and the London County Council and the parties hereto of the fifth part and each of them mutually agree and declare as follows :—

1. Notwithstanding that the effect of the said lease of the thirty-first day of December one thousand nine hundred and twenty-four was to provide or reserve a benefit for the First Lord Iveagh during the term created by that lease or to postpone the date of the taking effect in possession of the charitable uses by the said conveyance of the fifteenth day of January one thousand nine hundred and twenty-five declared and notwithstanding any omission as to attestation enrolment or otherwise the said conveyance shall be deemed to be valid and binding on the estate of the First Lord Iveagh and on the executors and trustees of his will and on all persons beneficially interested in his residuary real and personal estate subject to such variation of the trusts therein contained as are hereinafter declared.

I. Validation of the conveyance to the Kenwood Trustees and of the fifth codicil to the First Lord Iveagh's will.

2. Subject to the confirmation of these presents by Parliament as hereinafter mentioned—

II. Trustees of the land and the mansion house.

(a) the lands and mansion house comprised in the said conveyance of the fifteenth day of January one thousand nine hundred and twenty-five and in the said registered title "London No. 303847" delineated in the plan hereto annexed and thereon coloured pink and pink hatched red and blue shall subject to such charges obligations and restrictions as affect the same and to all existing tenancies and easements be vested in the London County Council in fee simple ;

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(b) the said lease of the thirty-first day of December one thousand nine hundred and twenty-four shall be merged in the reversion expectant on the determination thereof and be extinguished; and

(c) the Will Trustees will deliver to the London County Council all the pictures specified in the schedule hereto

to the intent that the legal estate in fee simple in possession in the whole of the said lands and mansion house and the legal ownership in the said pictures may vest in the London County Council.

3.—(1) Any pictures other than those specified in the schedule hereto and any tapestry porcelain pottery sculpture period furniture and other works of art or vertu which may at any time be offered by way of gift to and accepted by the Administrative Trustees hereinafter mentioned for exhibition in the said mansion house or which may at any time or in any manner be acquired by the said Administrative Trustees (otherwise than by way of loan) for exhibition as aforesaid (all which premises are for the sake of brevity hereinafter referred to as "additional works of art") shall be vested in the London County Council.

(2) Any furniture fittings and other articles of household or domestic use required for the use of visitors officials servants employees and others in connection with the administration of the trusts hereinafter declared concerning the said mansion house (all which premises are for the sake of brevity hereinafter referred to as "household effects") shall be acquired by and shall be the property of the Administrative Trustees and shall not be vested in the London County Council except as provided in clause 11 hereof.

4. The London County Council shall be custodian trustee of the said lands coloured blue on the said plan and the mansion house and other buildings (being some of the outbuildings of the said mansion house) thereon erected (which premises are for the sake of brevity hereinafter referred to as "the said mansion house") and also of the said pictures specified in the schedule hereto and any additional works of art and shall also be the trustee to administer all the trusts hereinafter declared in relation to the said lands coloured pink and pink hatched red on the said plan (which said last-mentioned lands are for the sake of brevity hereinafter referred to as "the said lands coloured pink on the said plan").

5.—(a) The Trustees to administer the trusts of the said mansion house and the said pictures and additional works of art

(hereinafter called "the Administrative Trustees") shall consist of the following persons viz. :— A.D. 1929.

- (1) The said Right Honourable Rupert Edward Cecil Second Earl of Iveagh or his successors in office (whether immediate or remote);
- (2) The said Honourable Arthur Ernest Guinness or his successors in office (whether immediate or remote);
- (3) The said Right Honourable Walter Edward Guinness or his successors in office (whether immediate or remote);
- (4) The said Christopher Harry Bland or his successors in office (whether immediate or remote);
- (5) The Director for the time being of the National Gallery; and
- (6) A representative of the London County Council to be nominated from time to time by that council either for a fixed term or for life or removable at pleasure as such council may from time to time determine.

(b) In the event of any vacancy in the trusteeship caused by the death retirement or incapacity of the Second Earl of Iveagh or the said Honourable Arthur Ernest Guinness or the said Right Honourable Walter Edward Guinness or the said Christopher Harry Bland or any successor (whether immediate or remote) of them respectively (hereinafter referred to as "the Guinness Trustees") then the continuing Guinness Trustees or Trustee and if willing and able to exercise this power the retiring Guinness Trustee jointly with the Earl of Iveagh (if any) for the time being if of full age and able and willing to exercise this power shall have power to appoint a new Guinness Trustee in place of the one who shall have died retired or become incapable.

6.—(a) The London County Council shall hold the said lands coloured pink on the said plan as an open space within the meaning of the Open Spaces Act 1906 or any statutory modification or re-enactment thereof for the time being in force. III. Trusts of the park.

(b) The said council shall notwithstanding anything contained in the Acts of Parliament for the time being in force relating to Hampstead Heath have all such powers of fencing the same as a whole and of fencing various parts of the same and of closing the gates thereof on certain days or at certain hours and of managing maintaining and governing the same and making byelaws and regulations for the use thereof as the said council now possesses with regard to all or any of its other parks and open spaces in the county of London.

(c) Providing always that the council without being under any legal obligation shall comply with the First Lord Iveagh's wishes that the atmosphere of a gentleman's private park should be preserved and provided further that no organised games shall

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be permitted on or within any part of the said lands coloured pink on the said plan except where hatched with red. Provided further that the playing of organised games on the area hatched as aforesaid shall not extend to allow of cutting and filling or other steps of levelling or otherwise so as to alter or interfere with the existing contours. For the purposes of the present provisions the expression "organised games" shall be understood to mean the games of cricket football hockey golf baseball real tennis lawn tennis badminton croquet bowls or any other game usually or properly played by a team or requiring the use of a special apparatus or instruments of play.

IV. Trusts of
the mansion
and its
contents.

7. The London County Council as such custodian trustee as aforesaid shall hold the said mansion house upon trust to allow the continued possession thereof by the Administrative Trustees together with full and free right for the Administrative Trustees their agents employees servants workmen and all others authorised by them and for all members of the public desiring to attend at or view the said mansion house and its contents to pass and repass from Hampstead Lane and from the said lands coloured pink on the said plan to the said mansion house such right of way to be so far as regards the Administrative Trustees their agents employees servants workmen and others authorised by them other than the general public exerciseable at all times by day and by night with or without horses and motor and other vehicles and all kinds of traffic and so far as regards the general public at such times only as the said mansion house shall be open to the public and together with full rights to use all the drains and other appurtenances and apparent easements belonging to the said mansion house and shall put the Administrative Trustees into possession of the pictures specified in the schedule hereto and any additional works of art and permit and suffer the Administrative Trustees to manage the same as if they were the absolute owners thereof. Provided always that the Administrative Trustees shall manage the said mansion house and the said pictures and additional works of art in accordance with the following trusts:—

- (a) The said mansion house shall henceforth be known as "the Iveagh bequest";
- (b) The Administrative Trustees shall cause the said mansion house to be used primarily for the display of the pictures specified in the schedule hereto and any additional works of art and any other works of art or vertu or other objects which may from time to time be offered to and accepted by the Administrative Trustees on loan for temporary display;
- (c) In the administration of the foregoing trust and provisions the Administrative Trustees shall so far as possible give effect to the known wishes of the First Lord Iveagh

that the said mansion house and its contents should be preserved as a fine example of the artistic home of a gentleman of the eighteenth century;

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- (d) Subject as aforesaid and to the powers contained in clause 10 hereof the Administrative Trustees shall permit and suffer the public to visit the said mansion house and to view the contents thereof during the day-time between the hours of 10.30 a.m. and 3 p.m. or such extended hours as they may from time to time think fit.

8.—(1) The endowment fund of fifty thousand pounds bequeathed by the said fifth codicil to the will of the First Lord Iveagh as the same is now represented by a sum of sixty-four thousand pounds three and a half per cent. conversion loan appropriated thereto out of the residuary personal estate of the First Lord Iveagh shall vest in the Public Trustee as Custodian Trustee of such fund and the income of the said amount of sixty-four thousand pounds three and a half per cent. conversion loan or of the investments for the time being representing the same shall be paid by the Public Trustee to the Administrative Trustees from time to time.

V. Trusts of
the endow-
ment fund.

(2) The Public Trustee hereby consents to act as Custodian Trustee of the endowment fund.

(3) The Public Trustee shall be entitled to charge and to be paid and accept all such fees charges and expenses as he is or shall be from time to time authorised to make in relation to the acceptance and execution of custodian trusteeship ordinarily accepted by him.

(4) The Will Trustees shall out of the general residuary personal estate of the First Lord Iveagh pay to the Public Trustee the acceptance fee of the Public Trustee on undertaking the Custodian Trusteeship aforesaid as though such trusteeship was a trust ordinarily accepted by him.

9.—(1) The Administrative Trustees shall apply the said income or so much thereof as may in their opinion be requisite or desirable in that behalf in keeping the said mansion house and subject as hereinafter provided its contents in good repair and condition and in keeping the said mansion house and (a) All such of the additional works of art as a competent valuer or expert from time to time employed by the London County Council shall in writing certify ought in his opinion to be insured (b) All pictures tapestries and other works of art or vertu or other objects from time to time in the hands of the Administrative Trustees on loan and (c) The household effects insured to the prescribed amount against loss or damage by fire burglary and theft and in paying the costs of obtaining such insurances including the costs of and incidental to valuations (if necessary or thought fit) and

A.D. 1929.

the wages or salaries of a staff of servants or caretakers and if deemed desirable of a curator and a secretary and in keeping the said mansion house properly warmed and lighted and generally in a fit state for the enjoyment thereof in accordance with these presents by the public and shall accumulate any surplus with power to resort to the same from time to time as income.

(2) The "prescribed amount" in sub-clause (1) of this clause means such amount in respect of (a) the said mansion house and (b) the articles and effects hereinbefore specified whether collectively or as to any one or more of them separately from the others or other as shall be agreed between the Administrative Trustees and the London County Council or as in default of such agreement shall be certified from time to time by some competent valuer or expert nominated by the Administrative Trustees and approved by the London County Council to be reasonable and proper having regard to all the circumstances.

(3) All insurances under this clause shall be effected in the name of the London County Council in such office or offices or with such underwriters as the said Council shall from time to time approve and all policies and all valuations made in connection with any policy or policies and any other documents relating to insurances shall be kept in the custody of the said Council.

(4) Every sum from time to time payable for keeping on foot every such Policy shall be paid within fourteen days after the first day on which it becomes payable and the receipt for every such payment shall be forthwith delivered to the said council.

(5) In case of default by the Administrative Trustees in making any such payment the said Council may make the same and the Administrative Trustees shall repay to the said Council the sum so paid on demand.

(6) Neither the Administrative Trustees nor the London County Council shall be under any obligation to insure or keep insured the said pictures specified in the schedule hereto or any of them.

(7) Notwithstanding anything hereinbefore contained the Administrative Trustees shall be at liberty to such extent and in such manner as they in their discretion shall from time to time think fit to insure and keep insured the said pictures specified in the schedule hereto against fire burglary and theft and any of the contents of the said mansion house against other risks of any description and to pay the cost of such insurances out of the income of the said endowment fund.

(8) All money recovered in respect of any insurance mentioned in this clause shall be received by or paid to the London County Council and shall be laid out by the said Council under the direction of the Administrative Trustees

in or towards rebuilding reinstating repairing or replacing so far as may be possible having regard to the nature of the articles insured the property destroyed or damaged or stolen. A.D. 1929
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(9) The London County Council shall not be bound to enforce the obligations imposed on the Administrative Trustees by this clause and shall not be liable in excess of the sum (if any) recovered under any policy or policies for any loss or depreciation of or damage to the said mansion house or the said contents or any of them or for any unauthorised dealing with or disposition of such contents or any of them.

(10) The nature and extent of the steps to be taken from time to time to keep in good condition the pictures specified in the schedule hereto or any additional works of art shall be in the absolute discretion of the Administrative Trustees and the London County Council as such Custodian Trustee as aforesaid shall not require or be entitled to require or to enforce performance of any of the duties powers or discretions of the Administrative Trustees in relation to the income of the said endowment fund herein declared or contained.

10. The Administrative Trustees shall have the following powers in addition to all other powers authorities and discretions vested in them expressly or by implication from the terms of these presents or by statute or otherwise :— VI. Powers of the Administrative Trustees.

- (a) To close the said mansion house to the public from time to time for the purpose of carrying out repairs or cleaning for such periods as the Administrative Trustees may think fit ;
- (b) To prescribe the hours (not being less than those prescribed in clause 7 (d)) during which the said mansion house shall be open to the public and in particular in their absolute discretion to close the same on the whole or any part of Sunday Christmas Day and Good Friday ;
- (c) To require payment for admission to the said mansion house on not more than two days in each week the amount of such payment to be from time to time in the absolute discretion of the Administrative Trustees and all sums so received shall be applied in augmentation and as part of the income of the endowment fund ;
- (d) To make and enforce byelaws or regulations to which the public visiting the said mansion house shall be subject and to expel or refuse subsequent admission to any offender against such byelaws ;
- (e) To make such arrangements (and if necessary at the cost of the income of the endowment fund) as they shall think necessary or desirable from time to time

A.D. 1929.

- to guard the said mansion house and its contents and to preserve order;
- (f) In their absolute discretion to set aside a room or rooms and other accommodation in the said mansion house as a refreshment room or rooms and for the supply and conduct thereof and to make arrangements with caterers to supply refreshments therein to the public or to undertake such supply themselves;
- (g) With the consent from time to time of the London County Council to lend any of the said pictures specified in the said schedule hereto or any additional works of art to other collections for a reasonable period and upon such terms as the London County Council shall approve and the said Council shall not be liable for any loss damage injury or depreciation in respect thereof;
- (h) With the consent of the Board of Charity Commissioners and subject to notice of intention to borrow (accompanied by particulars of the amount and terms of the proposed borrowing) being first given to the London County Council from time to time to borrow money and to secure the repayment thereof with interest by a charge on the said mansion house by way of legal mortgage for the purpose of paying for structural repairs which cannot reasonably be defrayed out of income Such notice to the London County Council to be not less than one month's notice except in cases of urgency when the Administrative Trustees shall give such notice as may be practicable;
- (i) Generally to do all such other things as may be reasonably required for making or keeping the said mansion house and its contents suitable or available for public enjoyment and study and for that purpose to make alter rescind vary and promulgate regulations governing their procedure quorum and terms of meeting and sessions generally (including the convening and adjournment thereof and with power of appointment of a chairman thereof for the life of the person so appointed or any less period) with power to act in all matters relating to the trusts and powers hereby declared by resolution of a majority or in the case of an equality of votes of a majority to be decided by the casting vote of the chairman of any meeting duly convened pursuant to any such regulations made as aforesaid and for the time being governing the proceedings of the Administrative Trustees;
- (j) To pass such resolution, as mentioned, in the next following clause hereof.

11. If at any time or for any cause a resolution shall be passed by a majority of the Administrative Trustees that in their opinion it has become impracticable to administer the said mansion house as a public art gallery and accordingly that they propose to discontinue the use of the said mansion house as an art gallery open to the public they shall forthwith give notice of such resolution to the London County Council and the London County Council may within six months after the receipt of such notice elect under their corporate seal to become the Administrative Trustees for the purposes of these presents of the said mansion house and the said pictures specified in the said schedule hereto and the additional works of art in the place of the persons who are for the time being the Administrative Trustees under clause 5 hereof in which case the last mentioned Administrative Trustees shall ipso facto cease to be such Trustees and all the duties trusts and powers hereinbefore imposed on or vested in the Administrative Trustees shall be undertaken by and be vested in the London County Council and the said Council shall be entitled to receive the income of the said endowment fund and to have and retain possession of the household effects as if the said Council had been the original Administrative Trustees under these presents but if the London County Council shall under their corporate seal refuse or shall neglect within such six months as aforesaid to make such election then and in such case immediately on such refusal or the expiration of the said six months whichever first happens the said endowment fund and all the said pictures specified in the said schedule hereto and any other pictures or other works of art or vertu which may have been acquired by purchase with money arising from the insurance of any of the said pictures specified in the said schedule hereto or money forming part of the said endowment fund shall revert or fall into the residuary estate of the First Lord Iveagh and shall not be impressed with any general trust for charitable purposes and the household effects shall vest in the London County Council and the London County Council shall hold the said mansion house and the household effects upon trust either to use the same or the site of the said mansion house or any part thereof for any purpose for which the same respectively are capable of being used in connection with the purposes for which the said lands coloured pink on the said plan are used under the trusts of these presents (with power to pull down the said mansion house or any part thereof and to sell the household effects or any of them for their own benefit) or upon trust to use the same for the purposes of a public library or museum or for some other public purpose for which they may have or may acquire statutory power to hold the said mansion house and shall stand possessed (subject to any condition and stipulation made as part of the terms of any specific gift or

A.D. 1929.

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VII. Re-
verter of
endowment
fund and
pictures and
other con-
tents of
mansion on
failure of
trusts.

A.D. 1929. — donation) of any objects of art vested in the said Council under sub-clause (1) of clause 3 hereof which shall not have reverted or fallen into the residuary estate of the First Lord Iveagh as aforesaid upon trust to cause the same to be exhibited in some place or places open to the public (including the said mansion house if used as a public library or museum) belonging to or under the control of the London County Council with power to lend the same or any of them for the purpose of exhibition to the governing body of any picture gallery museum or library within the administrative county of London without being under any liability in respect of the objects so lent so long as they shall remain in the possession of the governing body aforesaid.

VIII. Modification of trusts.

12. No modification of the trusts hereby declared shall be applied for without the consent of the first in the order in which they are hereinafter named of the following persons or the survivors of them for the time being or of the last survivor of them namely the said second Earl of Iveagh the said Honourable Arthur Ernest Guinness the said Right Honourable Walter Edward Guinness the said Christopher Harry Bland and the Honourable Arthur Onslow Edward Guinness commonly called or known as Viscount Elveden. Provided that if the person whose consent is for the time being required whether under the foregoing provision or under this proviso is unable or unwilling either to give or to withhold his consent the consent shall be obtained of the person if any whose consent would be required if the first mentioned person were actually dead.

IX. Deed to be void unless confirmed by Parliament.

13. Lastly these presents are conditional on an Act being passed by both Houses of Parliament and receiving His Majesty's assent within eighteen calendar months from the date hereof confirming and making valid these presents and the trusts hereof with such modifications if any as the parties shall by writing under seal agree. If such Act shall not have been so passed and have received His Majesty's assent within such period or within such further period as the Parties to these presents shall in writing agree to then these presents and everything herein contained shall be void and of no effect.

In witness whereof the said parties to these presents of the first second and fifth parts have hereunto set their hands and seals and the London County Council and the Public Trustee have caused their respective seals to be hereunto affixed the day and year first above written.

The SCHEDULE above referred to.

A.D. 1929.

FIRST PART.

Lord Iveagh's Catalogue Number.	Subject.	Artist.
4	Landscape Figures gathering cherries	Boucher.
7	View on River Maes - - -	Cuyp.
9	Going to Market - - -	Gainsborough.
14	George IV when Prince of Wales -	Gainsborough.
17	Old London Bridge - - -	C. de Jonghe 1630.
20	Hawking - - -	Landseer.
21	Hon. E. S. Russell and his brother -	Landseer.
30	Fête Champetre - - -	Jean Baptiste Pater.
31	Fête Champetre - - -	Jean Baptiste Pater.
34	Sir Geo. Sinclair the Harrow Prodigy	Raeburn.
35	Rembrandt Portrait of - - -	Rembrandt.
36	Portrait of a lady - - -	Rembrandt.
39	Master P. Yorke - - -	Reynolds.
87	Rt. Hon. Wm. Pitt - - -	Gainsborough.
91	The Guitar Player - - -	Vermeer (Jan Van der Meer).
114	Lady Hamilton - - -	Romney.
115	Miss Linley - - -	Romney.
118	Lady Hamilton a Study - - -	Romney.
120	James Stuart Duke of Richmond -	Van Dyck.
128	The Man with the cane - - -	Franz Hals.
130	Mrs. Jordan as Rosalind - - -	Hoppner.
148	Children of J. Angerstein - - -	Reynolds.
151	Sea piece - - -	Van de Velde.
152	Sea piece - - -	Van de Velde.
156	Lady Hamilton - - -	Romney.
221	Miss Murray - - -	Lawrence.
271	Yarmouth Water Frolic - - -	Crome.
281	The Dauphine - - -	Rigaud.
282	Grand Canal Venice - - -	Guardi.
283	Grand Canal Venice - - -	Guardi.
41	Gipsy Fortune Teller - - -	Reynolds.
48	William and Geo. Brummell - - -	Reynolds.
56	Mrs. Smith and Niece - - -	Reynolds.
63	Lady Hamilton as Spinstress - -	Romney.
67	Angelica Kauffman - - -	Romney.
73	Fishing Boats on a Lee Shore - -	Turner.
74	Princess of Phalsburg - - -	Van Dyck.
80	The Infant Academy - - -	Reynolds.
25	Landscape Figures at Door of Inn -	Morland.
55	Lady Mary Leslie - - -	Reynolds.

A.D. 1929.

SECOND PART.

Lord Iveagh's Catalogue Number.	Subject.	Artist.
5	Man offering grapes to girl	Boucher.
3	Flower Gatherers	F. Boucher.
10	Mary Countess Howe	Gainsborough.
12	Shepherd Boys fighting their dogs	Gainsborough.
13	Miss Brummell	Gainsborough.
28	View on a Canal in Winter	Isaac Van Ostade.
43	Venus chiding Cupid	Reynolds.
44	Kitty Fisher as Cleopatra	Reynolds.
51	Lady Di Beauclerk	Reynolds.
53	Mrs. Musters as Hebe	Reynolds.
59	Hon. Mrs. Tollemache as Miranda	Reynolds.
60	Lady Louisa Manners	Reynolds.
61	Mrs. Musters	G. Romney.
62	Countess of Albemarle and Son	G. Romney.
65	Miss Martindale	G. Romney.
69	Portrait of Rubens and his Wife	Rubens and Snyders.
81	The Smiling Girl	Reynolds.
84	Mrs. Sheridan	Gainsborough.
113	Mrs. Crouch	G. Romney.
121	Lady Brisco	Gainsborough.
136	A hawking party	Jan Wynants.
161	Portrait of himself	Reynolds.
163	Sea piece small sailing boat leaving larger vessel	Jan Van der Capella.

Signed sealed and delivered by
the above-named Rupert
Edward Cecil Lee Second
Earl of Iveagh in the presence
of—

H. J. BLISS
18 Wilton Street
London S.W.1
Secretary.

IVEAGH.

L.S.

Signed sealed and delivered
by the above-named the
Honourable Arthur Ernest
Guinness in the presence of—

O. S. BAKER
17 Grosvenor Place
London S.W.1
Private Secretary.

A. E. GUINNESS.

L.S.

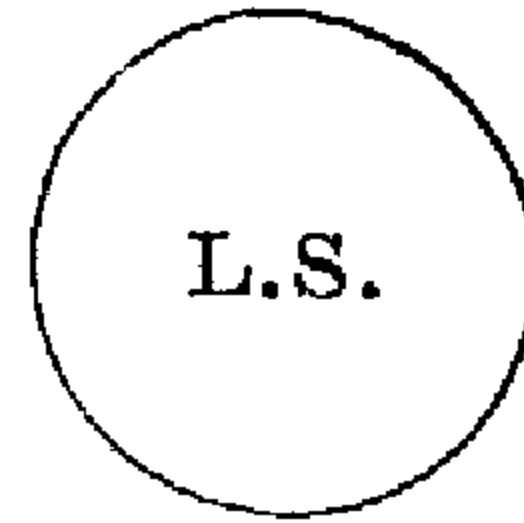
A.D. 1929.

Signed sealed and delivered by
the above-named the Right
Honourable Walter Edward
Guinness in the presence of—

R. F. BALL
10 Grosvenor Place
S.W.1

Secretary.

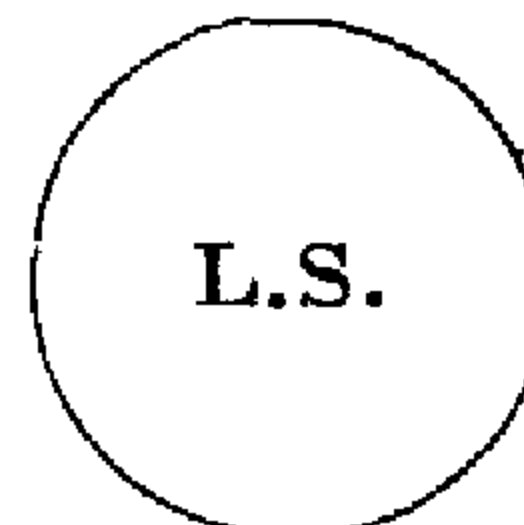
W. E. GUINNESS.



Signed sealed and delivered by
the above-named Christopher
Harry Bland in the presence
of—

W. FIDLER
18 Wilton Street S.W.
Accountant.

C. H. BLAND.

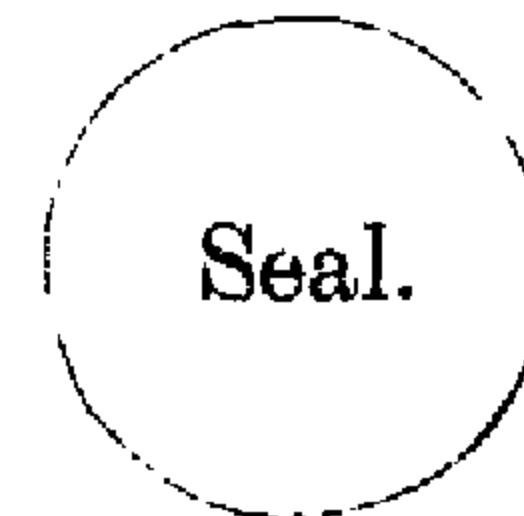


Sealed by Order—

MONTAGU H. COX
Clerk to the Council.



J. H. HIGGINS
for the Public Trustee



The official seal of the Public
Trustee was affixed hereto in
the presence of—

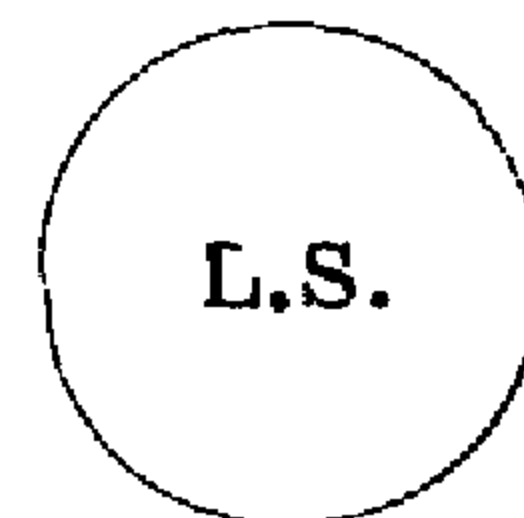
E. M. TAYLOR
Civil Servant
Public Trustee Department
Kingsway W.C.

Sealed with the official seal of
the Public Trustee and
authenticated by the signa-
ture of John Henry Edward
Higgins in pursuance of the
Public Trustee Rules 1916
and of a deed poll under
the hand and official seal of
the Public Trustee dated the
21st June 1920.

Signed sealed and delivered by
the above-named the Honour-
able Aileen Sibell Mary
Plunket in the presence of—

O. S. BAKER
17 Grosvenor Place
London S.W.1
Private Secretary.

A. S. M. PLUNKET.



[Ch. lxxix.]

Iveagh Bequest [19 & 20 GEO. 5.]
(*Kenwood*) Act, 1929.

A.D. 1929. Signed sealed and delivered by
the above-named Maureen
Constance Guinness in the
presence of—

O. S. BAKER
17 Grosvenor Place
London S.W.1
Private Secretary.)

M. C. GUINNESS.

L.S.

Signed sealed and delivered by
the above-named Bryan
Walter Guinness in the
presence of—

R. F. BALL
10 Grosvenor Place
S.W.1

Secretary.)

B. W. GUINNESS.

L.S.

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