



CHAPTER 4.

An Act to confer upon the trustees of the will and codicils of the late John Graham Smith deceased further powers for the management development and improvement of the estates subject to the trusts of such will and codicils and to extend the time for the exercise of the powers of such trustees and for other purposes. A.D. 1918.

[21st November 1918.]

WHEREAS by an indenture of settlement (hereinafter called "the Settlement of 1861") dated the fifteenth of June one thousand eight hundred and sixty-one and made between the above-named John Graham Smith (hereinafter called "the Testator") and Annie Smith his wife of the one part and Charles James Graham of the other part All and singular the freehold messuages lands tenements and hereditaments situate in the counties of Middlesex and Essex or elsewhere in England whereof or whereto the Testator was seised or entitled for any estate of freehold or inheritance as therein mentioned were assured unto and to the use of the said Charles James Graham and his heirs and assigns Subject to such mortgages and incumbrances as related to or affected the same hereditaments and premises respectively And upon the trusts and for the intents and purposes and with the powers and authorities hereinafter expressed declared and contained concerning the same freehold hereditaments and premises And by the same indenture the Testator covenanted with the said Charles James Graham his heirs and assigns to surrender or procure to be surrendered All and singular the copyhold or customary messuages lands tenements and hereditaments situate in the county of Middlesex or elsewhere in England whereof or whereto the Testator was according to the customs of such manors whereof the same hereditaments and premises were respectively

Settlement
of 1861.

A.D. 1918. parcel seised or entitled for any estate of inheritance as therein mentioned to the use of the said Charles James Graham his heirs and assigns according to the customs of the said manors respectively Subject nevertheless to such mortgages and incumbrances as related to or included or affected the same copyhold hereditaments and premises respectively and upon the trusts and for the intents and purposes and with the powers and authorities hereinafter expressed declared and contained concerning the same copyhold or customary hereditaments and premises And by the same indenture All and singular the messuages tenements and hereditaments in the county of Middlesex or elsewhere in England of or to which the Testator was possessed or entitled for any term or terms of years then unexpired as therein mentioned were assigned unto the said Charles James Graham his executors administrators and assigns for all the terms of years or other interests of the Testator in the said leasehold hereditaments and premises And upon the trusts and for the intents and purposes and with the powers and authorities hereinafter expressed and contained concerning the same Provided always and it was thereby declared and agreed by and between the said parties thereto that the said Charles James Graham his heirs executors and administrators or other the trustee or trustees for the time being of that indenture should stand seised possessed of and interested in the said freehold copyhold and leasehold hereditaments and premises and also of and in certain funds therein mentioned Upon the trusts and for the intents and purposes and with the powers and authorities hereinafter expressed declared and contained concerning the same freehold copyhold and leasehold hereditaments funds and premises respectively (hereinafter described and referred to as "the said trust estate") that was to say Upon trust to receive the rents issues profits and income of the said trust estate and thereout after paying all outgoings and expenses incident or relating thereto or incurred in respect thereof and all interest from time to time accruing due upon the mortgages or incumbrances for the time being subsisting upon the said trust estate or any part thereof and retaining to himself the said Charles James Graham the yearly sum of two hundred and fifty pounds by half-yearly sums commencing from the day of the date of that indenture in full for his poundage or commission for receiving the rents of the said trust estate and for his trouble in letting the said trust estate when the same or any part thereof might be vacant or unoccupied

And also after retaining all costs charges and expenses for the time being due to or incurred by him as such receiver and trustee as aforesaid And after and subject to the several payments and retentions as aforesaid Upon trust to pay the net annual income arising from the said trust estate to the Testator during his life And after his decease Upon trust in case (as happened) the said Annie Smith his wife should survive him to pay out of the net annual income as aforesaid of the said trust estate the annual sum of one thousand pounds to the said Annie Smith during her life as therein mentioned And subject to the trust thereinbefore declared for the benefit of the said Annie Smith Upon trust to convey assign and dispose of the said trust estate in such manner as the Testator should by his last will and testament or any codicil thereto give direct or appoint:

A.D. 1918.

And whereas the Testator made his will dated the fifteenth of May one thousand eight hundred and seventy-six and thereby appointed the said Charles James Graham and Hugh Graham Smith executors of that his will and also trustees for the purposes therein-after declared And after the pecuniary legacies therein mentioned the Testator thereby devised bequeathed and appointed all such real and personal estate as he could absolutely dispose of by will unto the said trustees their heirs executors administrators and assigns according to the tenure and nature thereof respectively Upon the trusts and with the powers and authorities thereafter declared that was to say Upon trust that the said trustees or the survivor of them his executors or administrators their or his assigns or other the trustees or trustee for the time being of that his will should out of the yearly income of the said trust estate pay to his wife the said Annie Smith during her life the yearly sum of one thousand pounds as therein mentioned in addition to the said annuity of one thousand pounds which would be taken by her after his decease under the trusts of the settlement of 1861 under which settlement the Testator declared that that his will should operate as an appointment in exercise of the power by such settlement given to him of the property comprised therein and (subject to and after full payment of the annuity thereby given to his wife) As to the net yearly income of the said trust estate under that his will Upon trust to pay the same yearly income in equal shares between his two sisters Mary Ann Wilson the wife of the Reverend Charles Maryon Wilson and Isabella Whitmore the wife of Colonel George Stoddart Whitmore (now Dame Isabella Whitmore) for the separate inalienable use of his said two sisters

Will of John
Graham
Smith (the
Testator).

A.D. 1918. respectively during their respective lives And after the decease of his said sisters respectively Upon trust as to the capital of the moiety whereof such deceased sister was tenant for life Upon trust for such of the children who should attain the age of twenty-one years of the deceased sister in equal shares if more than one such child the shares or share of any such children or child being daughters or a daughter to be for their or her separate use And in case either of his said sisters should die without having had or leaving any child who should attain the age of twenty-one years then Upon trust as to the whole of the said trust estate for his other sister and her children or child attaining the age of twenty-one years upon the like trusts and in like manner as to income and capital as were thereinbefore declared in reference to such other sister and her aforesaid children or child Provided always that after the death (which has long since happened) of his mother Mary Ann Smith upon which event certain reversionary property would vest in the Testator or in his executors or trustees in possession the said trustees or trustee should out of the said trust estate if such reversion should have vested in him in his lifetime or if afterwards then should out of the net produce realised by the falling into possession of such reversionary property after satisfying thereout any express and primary charge thereon pay certain legacies therein mentioned Provided also and the Testator thereby declared that the power of sale thereafter contained of the said trust estate should not be exercised during the lifetime of his said wife or earlier than after her decease And the Testator declared that that direction should apply to such part of his trust estate as was of a reversionary nature And after provisions as to maintenance and advancement therein contained but not material to be here stated It was thereby provided and the Testator thereby declared that it should be lawful for the said trustees or trustee after and not earlier than the decease of his wife and if during the lifetime of his said two sisters or of the survivor of them only with their or her consent in writing and afterwards in the absolute discretion of the said trustees or trustee and as well for the purpose of any ultimate or partial division as during the subsistence of the other trusts thereof from time to time to sell and dispose of call in and convert any hereditaments stock funds or securities for the time being subject to the trusts thereof and to lay out and invest the money to arise therefrom in the public stocks or funds or in the guaranteed or preference stocks or shares or in the debentures of any railway

company established by British Act of Parliament or in the purchase or on mortgage at interest of any freehold copyhold or leasehold hereditaments in England or Wales but not in Ireland and as to leaseholds without the necessity for investigating the lessor's title and provided they were held for terms of which at least fifty years should be unexpired and at ground rents not greater than one-sixth of the rack rental or value thereof with power for the said trustees or trustee to purchase or accept on mortgage any of the hereditaments aforesaid subject to any special stipulations and to complete or accept any contract or title although not strictly enforceable or marketable and to waive any objection or requisition which they or he might have made thereon And the Testator thereby declared that any sale or disposition might be either together or in parcels and by public auction or private contract and subject to any special conditions or stipulations as to title or evidence of title or conveyance or compensation for defects or deficiencies as the said trustees or trustee should think proper with power for them or him to buy in any trust premises at any sale or to rescind or vary the terms of any contract for sale and to re-sell and so from time to time with the same powers as on any original sale and without being answerable for any loss or expense occasioned thereby And the Testator thereby declared that the receipts in writing of the said trustees or trustee for any purchase mortgage or other moneys payable to them or him under or by virtue of any of the trusts powers or authorities therein contained or otherwise in the execution of the trusts thereof should be effectual discharges for so much thereof as in such receipts should be expressed or acknowledged to be received and that the purchaser mortgagee or other person or persons taking the same should not afterwards be accountable for the loss misapplication or non-application thereof or be bound or obliged to enquire as to any sale purchase or mortgage whether such consent as aforesaid had been given And the Testator thereby declared that the said trustees or trustee should hold the moneys to arise by such sale disposition and conversion until the investment thereof if required for the execution of the trusts thereof And also the hereditaments stocks funds or securities whereon the trust funds should be invested and the annual produce and income thereof upon and subject to such of the trusts and with such of the powers and authorities therein expressed declared and contained in reference to the said trust estate as were then subsisting or capable of being so applied and taking effect

A.D. 1918. Provided always and the Testator thereby declared that it should be lawful for the said trustees or trustee to grant any lease or leases of any part of the trust real or leasehold estate either at rack rents for any term not exceeding twenty-one years or for any term not exceeding ninety-nine years from the making thereof or not exceeding in any case twelve calendar months therefrom to any person or persons who should improve or covenant to improve any of the said trust hereditaments by erecting or building thereupon any new house or erection or to rebuild or repair any of the messuages or erections and buildings whatsoever which then were or thereafter should be upon the said trust hereditaments or any part thereof or who should expend or covenant to expend any sum of money in the improvement thereof respectively and which the said trustees or trustee with the concurrence of such of the persons entitled to the rents and profits of such hereditaments as should be of full age should think adequate to the interest to be created or departed with and at such rent and upon such terms and conditions as should be thought reasonable and without taking any fine or premium for such lease And for the purpose of granting any such lease the acceptance of a surrender of any then existing lease was thereby authorised Provided also that the said trustees or trustee should not be bound to see to the performance or observance of any of the covenants or to enforce any covenants contained in any lease under which any hereditaments for the time being subject to the trusts thereof were held or to enforce any covenant or proviso which might be contained in any lease existing or granted by the said trustees or trustee of any of the trust hereditaments or be liable as respected any person claiming under his will for any loss or damage that might happen by the non-observance or non-performance of the same covenants or provisos and that all damages and expenses which the said trustees or trustee might be liable to or incur in respect of the said leasehold hereditaments or any of the said covenants or provisos or the non-observance or non-performance thereof should be repaid to or retained by them or him out of the said trust estate or any part thereof Provided also and the Testator thereby declared that whenever it should be necessary to make division of the said trust estate or any part thereof or to ascertain for any purpose or to set apart any share therein it should be lawful for the said trustees or trustee by such ways or means as they or he should think proper and with or without assistance by valuation or otherwise to allot without general sale or conversion such portion or portions of the said

A.D. 1918.

trust estate as in their or his opinion represented in value the share or shares then desired to be allotted ascertained or set apart And the Testator thereby declared that the allotment so made should be binding as well on those receiving or enjoying such allotted shares as on those whose shares were determined or affected by any allotment so made And after powers to settle and adjust accounts and a devise of trust and mortgage estates it was thereby provided and the Testator thereby declared that the powers and incidents conferred or annexed by the Trustees and Mortgagees Act 1860 (23 and 24 Victoria chapter 145) should with the variations and limitations (if any) therein contained take effect and be exercisable as to that his will And that on any vacancy occurring in the trusteeship thereof during the lifetime of his wife and sisters or the survivors or survivor of them such vacancy should be supplied by any appointment in writing under their or her hands or hand And after the death of the survivor of them any such vacancy should be supplied as authorised by the said Act :

And whereas the Testator made a codicil dated the eighth of April one thousand eight hundred and eighty to his said will and by such codicil revoked the bequest of the said additional annuity or yearly sum of one thousand pounds which by his said will he had bequeathed to and in favour of his said wife Annie Smith during her life as in his said will mentioned And the Testator thereby declared that the said additional annuity should be considered to have been adeemed And in all other respects the Testator thereby confirmed his said will :

First codicil
to will of
Testator.

And whereas the Testator made a second codicil being without date but in fact executed on the second of March one thousand eight hundred and eighty-three to his said will and thereby gave and bequeathed the leasehold house therein described to Elizabeth Bertha Kershaw (then Elizabeth Bertha Wilkinson spinster) and all furniture fittings and effects in and about the said house And the Testator also gave and bequeathed to the said Elizabeth Bertha Kershaw during the term of her natural life three hundred pounds per annum payable quarterly on the usual quarter days And he directed his aforesaid trustees to pay the said annuity in priority to all other legacies or annuities bequeathed under his said will :

Second codicil
to will of
Testator.

And whereas the Testator died on the twenty-fifth of July one thousand eight hundred and eighty-seven and his said will and codicils were proved on the second of December one thousand

Death of
Testator and
proof of his
will and
codicils.

A.D. 1918. — eight hundred and eighty-seven in the Principal Probate Registry by the said Charles James Graham and Hugh Graham Smith the executors therein named :

Testator's
debts &c.
paid.

And whereas the funeral expenses and debts of the Testator and the legacies bequeathed by his said will and codicils have long since been paid delivered or satisfied And all the mortgages and incumbrances affecting the trust estate comprised in or subject to the trusts of the Settlement of 1861 have long since been paid off and discharged :

And whereas the Testator left him surviving—

State of
Testator's
family.

(1) His wife the said Annie Smith who on the seventeenth of October one thousand eight hundred and ninety-five intermarried with Arthur William Frederick De Courcy Bower and died on the eighteenth of November one thousand nine hundred and twelve; and

(2) His said two sisters named in his will namely—

(A) the said Mary Ann Wilson who died on the twenty-third of October one thousand nine hundred and twelve having been married once only namely on the twenty-ninth of September one thousand eight hundred and fifty-nine to the said Charles Maryon Wilson by whom she had four children and no more namely—

(i) Blanche May Wilson (afterwards Wanklyn) who was born on the thirtieth of August one thousand eight hundred and sixty-one and is still living ;

(ii) Beatrice Wilson (afterwards Blake Clarke) who was born on the first of July one thousand eight hundred and sixty-three and died on the fifth of July one thousand nine hundred and fifteen ;

(iii) Annie Marguerite Wilson who was born on the twenty-eighth of September one thousand eight hundred and sixty-nine and died on the twenty-second of October one thousand eight hundred and eighty-three ; and

(iv) Florence Ethel Wilson (afterwards Streatfeild) who was born on the fourth of May one thousand eight hundred and seventy-three and is still living ;

and (B) the said Dame Isabella Whitmore who was born (so far as can be ascertained) on the fourth of February one thousand eight hundred and forty and is still living and has been married once only namely on the eleventh of March one thousand eight hundred and sixty-five to the said George Stoddart Whitmore who died on the sixteenth of March one thousand nine hundred and three and by whom she had no issue ;

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and (3) the said Elizabeth Bertha Kershaw named in the said second codicil who on the first of July one thousand eight hundred and ninety (being then Elizabeth Bertha Wilkinson spinster) intermarried with Joseph Payne Kershaw and died on the eighth of July one thousand nine hundred and one.

I.—AS TO THE SHARE OF BLANCHE MAY WANKLYN.

And whereas by an indenture (hereinafter called “the Wanklyn Settlement”) dated the twenty-third of July one thousand eight hundred and ninety-four and made between the said Blanche May Wanklyn (then Blanche May Wilson spinster) of the first part the said Mary Ann Wilson of the second part Herbert Alexander Wanklyn of the third part and William Alfred Blake Clarke and Cyril Wanklyn of the fourth part (being the settlement made upon the marriage then intended and on the twenty-fifth of July one thousand eight hundred and ninety-four solemnised between the said Blanche May Wanklyn and Herbert Alexander Wanklyn) All and singular the one third part or share or all other the part share and interest of the said Blanche May Wanklyn under or by virtue of the said will of the Testator of and in one equal moiety of the freehold copyhold and leasehold hereditaments and other securities then held upon the trusts declared by the Settlement of 1861 and subject nevertheless to the right of the said Mary Ann Wilson to receive the income thereof during her life And all that the one third part or share or other the part or share and interest of the said Blanche May Wanklyn of and in the other moiety of the freehold copyhold and leasehold hereditaments and other securities last aforesaid in case the said Dame Isabella Whitmore should die without any child who should attain the age of twenty-one years subject nevertheless to the right of the said Dame Isabella Whitmore to receive the income

Settlement
of July 23rd
1894
(Wanklyn
Settlement).

A.D. 1918. — thereof during her life and of the said Mary Ann Wilson after her (the said Dame Isabella Whitmore's) death to receive the income thereof during the residue of the life of the said Mary Ann Wilson were assured unto and to the use of the said William Alfred Blake Clarke and Cyril Wanklyn their heirs executors administrators and assigns (subject as aforesaid and subject also as to the entirety of the said freehold copyhold and leasehold hereditaments and other securities to the said annuity of one thousand pounds to the widow of the Testator during her life and of three hundred pounds to the said Elizabeth Bertha Kershaw during her life) Upon trust for the said Blanche May Wanklyn her heirs executors administrators and assigns until the said intended marriage and from and after the solemnisation thereof Upon trust to permit the same to remain in their then state of investment And from and after the same should have fallen into possession Upon trust to receive and take the same or to obtain conveyances assignments and transfers thereof from the persons in whom the legal estate therein might then be vested And from and after the receipt or conveyance or transfer thereof as aforesaid to stand possessed of the said premises or the investments then representing the same Upon trust to invest such parts thereof as should consist of money in or upon any of the securities upon which trustees might for the time being be by law authorised to invest trust moneys with power to alter and vary such investments for others of a like nature And should stand possessed of the trust premises and such investments as aforesaid (thereinafter called "the said trust premises") Upon trust that the said trustees or trustee should receive and take the rents issues dividends income and profits of the said trust premises and should thereout pay all costs of repair ground rents and other outgoings which might become payable in respect of any part of the said trust premises or which they should in their discretion think proper or expedient to be expended thereon and should pay the residue of such rents issues dividends interest and profits (thereinafter called "the annual income") of the said trust premises to the said Blanche May Wanklyn for her sole and separate use during her life without power of anticipation And after her death should stand possessed of the said trust premises as to one equal moiety thereof to pay the income thereof to the said Herbert Alexander Wanklyn during his life or until he should charge or incumber the same or should attempt so to do or should do or suffer anything whereby the said income or any part thereof if vested in

him absolutely would be payable to any other person whichever should first happen And subject to the trusts aforesaid should stand possessed of the whole of the trust premises In trust for all or such one or more exclusively of the other or others of the children or more remote issue of the said intended marriage (such remoter issue to be born and to take vested interests within twenty-one years from the death of the said Blanche May Wanklyn) at such age or time or respective ages or times for such estates and interests and if more than one in such shares and with such executory and other trusts for their respective benefit and such provisions for their respective advancement (either after the death of the survivor of the said Herbert Alexander Wanklyn and Blanche May Wanklyn or during the lives of them or the survivor of them with their his or her consent in writing) and maintenance and education at the discretion of the said trustees or trustee or of any other person or persons as the said Herbert Alexander Wanklyn and Blanche May Wanklyn should by any deed or deeds revocable or irrevocable jointly appoint And in default of and subject to every such appointment then as the said Blanche May Wanklyn if she should survive the said Herbert Alexander Wanklyn should in like manner or by will or codicil appoint And in default of and subject to such appointment under the respective powers thereinbefore contained In trust for all or any children or child of the said intended marriage who being sons or a son should attain the age of twenty-one years or being daughters or a daughter should attain that age or marry And their his or her heirs executors administrators and assigns and if more than one in equal shares and if but one such child then the whole in trust for such child and his or her heirs executors administrators and assigns And after the provisions as to hotch-pot and advancement therein contained but not material to be here stated It was thereby agreed that if there should be no child of the said intended marriage who being a son should attain the age of twenty-one years or being a daughter should attain that age or marry then subject to the trusts and powers thereinbefore declared and contained the said trustees or trustee should stand possessed of the said trust premises and the income thereof if the said Blanche May Wanklyn should survive the said Herbert Alexander Wanklyn in trust for the said Blanche May Wanklyn her heirs executors administrators and assigns but if the said Herbert Alexander Wanklyn should survive the said Blanche May Wanklyn then as to one equal moiety or half

A.D. 1918. part thereof In trust for such person or persons and for such purposes as the said Blanche May Wanklyn should notwithstanding coverture by will or codicil appoint And in default of such appointment and so far as no such appointment should extend In trust for such persons or person as under the statutes for the distribution of the estates of intestates would have become entitled thereto at the death of the said Blanche May Wanklyn had she died possessed thereof intestate and without having ever been married such persons to take the freehold and copyhold parts thereof to them their heirs and assigns and if more than one to take as tenants in common in the shares in which they would have taken under the same statutes And as to the remaining moiety of the said trust premises In trust for the same person or persons for the same estates and interests as would have taken the first moiety thereof in default of appointment by will or codicil of the said Blanche May Wanklyn Provided always and it was thereby agreed and declared that it should be lawful for the said Blanche May Wanklyn whether there should or should not be any issue of the said intended marriage who should live to take a vested interest in the said trust premises by will or codicil to appoint that from and immediately after her death the annual income of the said trust premises or any part thereof subject nevertheless as aforesaid might during the lifetime of any husband of the said Blanche May Wanklyn who should survive her be paid to such husband or his assigns for any period or periods absolute or determinable not exceeding in the whole the lifetime of such husband Provided also and it was thereby agreed and declared that if the said Blanche May Wanklyn should survive the said Herbert Alexander Wanklyn and there should be a child or children of the said intended marriage who should live to take a vested interest in the said trust premises under the trusts thereinbefore contained then it should be lawful for the said Blanche May Wanklyn upon any future marriage or at any time subsequent thereto by any deed or deeds with or without power of revocation and new appointment or by any will or codicil to appoint any part or share of the said trust premises to the child or children or remoter issue of such future marriage at such ages or times as she should think proper but so nevertheless that the children or remoter issue of any future marriage should not altogether take between them a larger share of the trust premises than if the trust premises had been divided equally amongst all the children of the said Blanche May Wanklyn by

the then intended or any future marriage who being sons should attain the age of twenty-one years or being daughters should attain that age or marry under that age: A.D. 1918.

And whereas the said marriage between the said Herbert Alexander Wanklyn and Blanche May Wanklyn (then Blanche May Wilson spinster) was solemnised on the twenty-fifth of July one thousand eight hundred and ninety-four and there has been issue of such marriage three children and no more namely— Marriage of
H. A. Wanklyn and B. M. Wilson and their issue.

- (1) Herbert Graham Wanklyn who was born on the third of August one thousand eight hundred and ninety-five and was killed in action on the thirty-first of May one thousand nine hundred and fifteen;
- (2) Arthur Maryon Graham Wanklyn who was born on the twenty-ninth of December one thousand eight hundred and ninety-eight and was baptised on the eleventh of February one thousand eight hundred and ninety-nine and is still living; and
- (3) Gwendoline May Wanklyn spinster who was born on the fifth of February one thousand nine hundred and one and is still living:

And whereas by a deed poll dated the sixteenth of January one thousand nine hundred and thirteen under their hands and seals the said Herbert Alexander Wanklyn and Blanche May Wanklyn in exercise of the power given to them by the Wanklyn Settlement and of every and any other power enabling them in that behalf thereby appointed that so long as the said Herbert Alexander Wanklyn should be living and entitled to receive the income of that moiety of the property for the time being subject to the trusts of the said settlement in which a determinable life interest was given to him by the said settlement the trustees should out of the income of the remaining moiety of the said trust premises pay the yearly sums therein mentioned to each of the three children of the said marriage then living namely the said Henry Graham Wanklyn Arthur Maryon Graham Wanklyn and Gwendoline May Wanklyn upon the terms and conditions and in manner therein appearing and by the said indenture it was declared that it should be lawful for the said Herbert Alexander Wanklyn and Blanche May Wanklyn at any time or times thereafter during their joint lives by any deed or deeds revocable or irrevocable wholly or partially to revoke the appointment thereinbefore contained: Joint appointment of
January 16th
1913 by Mr.
and Mrs.
Wanklyn.

A.D. 1918.

Deed of
revocation
of July 3rd
1918 by
Mr. and Mrs.
Wanklyn of
appointment
of January
16th 1913.

Joint ap-
pointment
of July 3rd
1918 by Mr.
and Mrs.
Wanklyn.

And whereas by a deed poll dated the third of July one thousand nine hundred and eighteen under their hands and seals the said Herbert Alexander Wanklyn and Blanche May Wanklyn in exercise of the power for that purpose reserved to them by the deed poll dated the sixteenth of January one thousand nine hundred and thirteen thereby absolutely revoked and made void the appointment contained in the said deed poll:

And whereas by a deed poll also dated the third of July one thousand nine hundred and eighteen under their hands and seals the said Herbert Alexander Wanklyn and Blanche May Wanklyn in exercise of the power given to them by the Wanklyn Settlement and of every or any other power enabling them in that behalf thereby appointed as follows:—

- (1) That if the said Herbert Alexander Wanklyn should survive the said Blanche May Wanklyn then so long as the said Herbert Alexander Wanklyn should be living and entitled to receive the income of that moiety of the property for the time being subject to the trusts of the Wanklyn Settlement in which a determinable life interest was given to him by the said settlement the trustees or trustee for the time being of the Wanklyn Settlement should out of the income of the remaining moiety of the said trust premises pay to each of the two children of the said marriage (meaning the marriage between the said Herbert Alexander Wanklyn and Blanche May Wanklyn) then living namely the said Arthur Maryon Graham Wanklyn and Gwendoline May Wanklyn who should for the time being be living and should have attained the age of twenty-one years or (in the case of the said Gwendoline May Wanklyn) have previously married the yearly sum of one hundred and fifty pounds free of duty to commence from his or her attainment of the age of twenty-one years or in the case of the said Gwendoline May Wanklyn her previous marriage or if such respective event should have happened during the life of the said Blanche May Wanklyn then from the death of the said Blanche May Wanklyn and to be apportionable in respect of time;
- (2) That if the income of the said last-mentioned moiety of the said trust premises should in any year prove

insufficient for the payment in full of the yearly sums of one hundred and fifty pounds thereinbefore appointed or such of them as should for the time being be payable thereout then such yearly sums or sum should in such year abate and if more than one rateably and the amount of the deficiency should not be made good out of the income of any succeeding year;

- (3) That the yearly sums thereinbefore appointed should not be brought into hotchpot or accounted for in any way in the division of any part of the property subject to the trusts of the Wanklyn Settlement which might not be appointed under any of the powers in the said settlement contained; and
- (4) Provided always and the said Herbert Alexander Wanklyn and Blanche May Wanklyn thereby declared that it should be lawful for them at any time or times thereafter during their joint lives by any deed or deeds revocable or irrevocable wholly or partially to revoke the appointment thereinbefore contained:

And whereas the said Herbert Alexander Wanklyn and Blanche May Wanklyn have not in any way exercised the joint power of appointment conferred upon them by the Wanklyn Settlement otherwise than by the said deed poll of appointment of the sixteenth of January one thousand nine hundred and thirteen (which has been revoked as aforesaid) and the last hereinbefore recited deed poll of appointment of the third of July one thousand nine hundred and eighteen which has not been revoked under the power in that behalf therein contained:

A.D. 1918.
No other exercise of joint power of appointment by Mr. and Mrs. Wanklyn.

And whereas Cyril Wanklyn and Robert Edward Smith are the present trustees of the Wanklyn Settlement.

Present trustees of Wanklyn Settlement.

II.—AS TO THE SHARE OF BEATRICE BLAKE CLARKE.

And whereas on the seventh of January one thousand eight hundred and ninety-three the said Beatrice Blake Clarke (then Beatrice Wilson spinster) intermarried with the said William Alfred Blake Clarke and upon and in consideration of such marriage an indenture (hereinafter called "the Blake Clarke Settlement") dated the sixth of January one thousand eight hundred and ninety-three and made between the said Beatrice Blake Clarke (then Beatrice Wilson spinster) of the

Marriage of W. A. Blake Clarke and Beatrice Wilson.

Settlement on such marriage (Blake Clarke Settlement).

A.D. 1918. first part the said Mary Ann Wilson of the second part the said William Alfred Blake Clarke of the third part and Noel Smith and the said Herbert Alexander Wanklyn of the fourth part was executed whereby the share and interest of the said Beatrice Blake Clarke in the freehold copyhold and leasehold hereditaments and other securities then held upon the trusts of the Settlement of 1861 were assured to the said Noel Smith and Herbert Alexander Wanklyn Upon trusts and with and subject to powers and provisions for the benefit of the said Beatrice Blake Clarke and her husband children and remoter issue and otherwise corresponding in all respects with those for the benefit of the said Blanche May Wanklyn and her husband children and remoter issue and otherwise declared and contained by and in the Wanklyn Settlement for the benefit of the said Blanche May Wanklyn and her husband children and remoter issue and otherwise as hereinbefore stated :

Issue of the said marriage.

And whereas there was issue of the said marriage of the said William Alfred Blake Clarke and Beatrice Blake Clarke two children and no more namely—

- (1) Ileene Beatrice Blake Clarke (now Ileene Beatrice Blake Lawrence) who was born on the twenty-seventh of December one thousand eight hundred and ninety-three and
- (2) Heather Marguerite Blake Clarke who was born on the twelfth of August one thousand eight hundred and ninety-six and died on the sixteenth of November one thousand eight hundred and ninety-six :

Death of W. A. B. Clarke without concurring in joint appointment.

And whereas the said William Alfred Blake Clarke died on the fourth of September one thousand eight hundred and ninety-eight without having concurred with the said Beatrice Blake Clarke in any exercise of the joint power of appointment conferred upon them by the Blake Clarke Settlement:

Will of Beatrice Blake Clarke.

And whereas the said Beatrice Blake Clarke made her will dated the eighth of May one thousand eight hundred and ninety-nine whereby she appointed the said Herbert Alexander Wanklyn and Walter Oswald Vizard executors and trustees of that her will and in exercise of the said power in that behalf given to her by the Blake Clarke Settlement and of every or any other power in that behalf her enabling thereby appointed and declared that the trust funds and property comprised in the Blake Clarke Settlement and the proceeds thereof should be

held In trust to pay the income thereof to the said Ileene Beatrice Blake Lawrence (then Ileene Beatrice Blake Clarke spinster) for her life if she should attain the age of twenty-one years or marry under that age And after her death upon trust for such of her children as should be born during her (the testatrix's) life or within twenty-one years from the date of her (the testatrix's) death and if there should be no such child then upon trust for her the said Ileene Beatrice Blake Lawrence absolutely if she should attain the age of twenty-one years or marry under that age :

A.D. 1918.

And whereas the said Beatrice Blake Clarke made a codicil dated the eighth of June one thousand nine hundred and thirteen to her said will but did not thereby alter the effect of the said will as hereinbefore stated :

Codicil to
said will.

And whereas the said Beatrice Blake Clarke died on the fifth of July one thousand nine hundred and fifteen and her said will and codicil were proved on the twenty-eighth of October one thousand nine hundred and fifteen in the Principal Probate Registry by the said Herbert Alexander Wanklyn and Walter Oswald Vizard the executors thereby appointed :

Death of
Beatrice
Blake
Clarke and
proof of her
will and
codicil.

And whereas by marriage articles dated the twenty-ninth of October one thousand nine hundred and fifteen and made between the said Ileene Beatrice Blake Lawrence (then Ileene Beatrice Blake Clarke spinster and thereafter called "the wife") of the first part Henry George Hughes Lawrence (thereinafter called "the husband") of the second part the said Herbert Alexander Wanklyn and Thomas Streatfeild of the third part and the said Thomas Streatfeild and Clement Crawley Robinson (thereinafter called "the trustees") of the fourth part (being marriage articles entered into in contemplation of the marriage then intended and on the thirtieth of October one thousand nine hundred and fifteen solemnized between the husband and wife) After reciting (among other things) to the effect that questions had arisen and were intended to be submitted for the decision of the Court upon originating summons whether the said appointment contained in the said will of the said Beatrice Blake Clarke (therein called Mrs. Blake Clarke) was in respect of any and what part or parts of the trust property under the Blake Clarke Settlement invalid to the extent of the trusts expressed to be appointed after the death of the wife or to any other extent And that it was apprehended that in addition to the ultimate estate or interest expressed to be appointed by the said will in trust for the wife if she should

Marriage
articles of
October 29th
1915.

A.D. 1918. have no children born within twenty-one years from the date of the death of Mrs. Blake Clarke so far as such appointment might be valid (which ultimate estate or interest was not intended to be comprised in the settlement thereafter mentioned) the wife in the events which had happened might be entitled in equity to an estate in fee simple or to some other estate or interest greater than an estate or interest for her life in such part or parts of the trust property under the Blake Clarke Settlement in respect of which the said appointment was invalid as aforesaid It was (among other things) agreed by and between the several parties thereto so far as anything was thereunder to be done or suffered by them respectively (by clause 1.) That if the said then intended marriage should (as in event happened) be solemnized within six calendar months from the date of that indenture then so soon as might be after such solemnization and after the order of the Court on the said originating summons—(A) a settlement should be prepared by the trustees of the part or parts (if any) of the property comprised in the Blake Clarke Settlement to which the wife was by reason of the invalidity of the said appointment or by any other means entitled in equity and whether in possession or reversion or remainder or otherwise for an estate in fee simple or any other estate or interest greater than an estate or interest for her life (other than and except the ultimate estate or interest expressed to be appointed by Mrs. Blake Clarke's will in trust for the wife if she should have no children born within twenty-one years from the date of the death of Mrs. Blake Clarke) And so that any estate tail should for the purpose of such settlement be disentailed completely or so far as circumstances admitted and such settlement should be in accordance with the provisions mentioned or referred to in the second schedule thereto (being provisions for the sale and conversion of the property to be settled and for the settlement of the proceeds of such sale and conversion and of the income of the said property until sale or conversion upon trust for the wife for life and after her death for the issue of the said then intended marriage with power for the wife by will to appoint to the husband an interest for his life or any less period with divers further trusts and provisions as therein mentioned) and (B) A restraint on anticipation should be imposed either by the said settlement or by such other instrument as the trustees might think proper upon the life estates or interests of the wife under the said appointment contained in Mrs. Blake Clarke's will in the property comprised in the Blake Clarke Settlement except her life estates or interests in the part or

parts of such property in respect of which the appointment contained in Mrs. Blake Clarke's will in remainder after such life estates or interests was invalid: A.D. 1918.

And whereas the said marriage between the said Henry George Hughes Lawrence and Ileene Beatrice Blake Lawrence (then Ileene Beatrice Blake Clarke spinster) was solemnized on the thirtieth of October one thousand nine hundred and fifteen: Marriage of
H. G. H.
Lawrence
and I. B. B.
Clarke.

And whereas there has been issue of the said marriage of the said Henry George Hughes Lawrence and Ileene Beatrice Blake Lawrence one child and no more namely Gerald George Lawrence who was born on the second of March one thousand nine hundred and seventeen and died on the same day: Birth and
death of
only child.

And whereas by an order of the Chancery Division of the High Court of Justice (hereinafter called "the Court") dated the tenth of February one thousand nine hundred and sixteen and made in a matter the short title and reference to the record whereof are in re Blake Clarke's Settlement Wanklyn v. Streatfeild 1915.—C.—3164 It was declared that the appointment in the said will of the said Beatrice Blake Clarke (thereinafter called "the testatrix") contained concerning the trust funds and property comprised in the Blake Clarke Settlement which was intended to take effect after the death of the said Ileene Beatrice Blake Lawrence (including the ultimate trust in favour of the said Ileene Beatrice Blake Lawrence) was not a valid exercise of the power of appointment by the said settlement conferred upon the testatrix so far as regarded such part of the said trust funds and property as on the fifth of July one thousand nine hundred and fifteen (the date of the death of the testatrix) consisted of freehold or copyhold lands and hereditaments or undivided shares in freehold or copyhold lands and hereditaments whether in possession remainder or expectancy on the ground that by her said will the testatrix appointed an estate for life in the said settled funds and property to the said Ileene Beatrice Blake Lawrence (who was unborn at the date of the said settlement) with remainder to her children but that the said appointment was a valid exercise of the said power so far as regarded the rest of the said trust funds and property And it was ordered that Archibald Bence Bence-Jones and Thomas Streatfeild (the then trustees of the will of the Testator as hereinafter appears) should be at liberty during the life of the said Ileene Beatrice Blake Lawrence or until further order to Order of
February
10th 1916
as to invali-
dity of
appoint-
ment by
Mrs. Blake
Clarke's
will.

A.D. 1918. — treat the direction in the orders dated the fifth of December one thousand nine hundred and thirteen and the thirty-first of July one thousand nine hundred and fifteen respectively made by the Court *In re Smith Bence-Jones v. Whitmore 1913.—S.—1963* and hereinafter more fully stated whereby the said Archibald Bence Bence-Jones and Thomas Streatfeild were authorised to pay and divide the income of their trust estate direct to the tenants for life under the settlements therein mentioned (which included the Blake Clarke Settlement) including the said Ileene Beatrice Blake Lawrence the tenant for life under the will of the testatrix instead of the trustees of the settlements should be extended so as to include the said Ileene Beatrice Blake Lawrence as tenant for life under the said marriage articles dated the twenty-ninth of October one thousand nine hundred and fifteen and the settlement to be made pursuant thereto notwithstanding the several restraints on anticipation by the said articles imposed or agreed to be imposed upon the respective life estates and interest:

Enfranchise-
ment of
copyhold
before July
5th 1915.

And whereas between the date of the Blake Clarke Settlement and the fifth of July one thousand nine hundred and fifteen all the copyhold hereditaments which or undivided shares in which were comprised in the Blake Clarke Settlement were enfranchised so that at the last-mentioned date no part of the trust property comprised in the said settlement consisted of copyhold hereditaments or shares in copyhold hereditaments:

Sale of free-
holds after
July 5th
1915.

And whereas between the fifth of July one thousand nine hundred and fifteen and the date of the indenture next hereinafter referred to part of the freehold hereditaments an undivided share in which was comprised in the Blake Clarke Settlement was sold and the proceeds were received and applied by the then trustees of the will and codicils of the testator:

Settlement
pursuant to
marriage
articles of
October
29th 1915.

And whereas the settlement (hereinafter called "the Lawrence Settlement") made pursuant to the said marriage articles dated the twenty-ninth of October one thousand nine hundred and fifteen was effected by three indentures namely—

Conveyance
on trust
for sale.

- (1) An indenture dated the sixth of December one thousand nine hundred and sixteen and made between the said Ileene Beatrice Blake Lawrence of the one part and the said Clement Crawley Robinson and Thomas Streatfeild of the other part whereby all the share and interest of the said Ileene Beatrice Blake Lawrence of and in the

A.D. 1918.

freehold hereditaments then subject to the trusts of the said will and codicils of the Testator And the investments and securities representing the proceeds of sale of the freehold hereditaments subject to the same trusts which had been sold since the fifth of July one thousand nine hundred and fifteen as aforesaid were conveyed by the said Ileene Beatrice Blake Lawrence unto and to the use of the said Clement Crawley Robinson and Thomas Streatfeild their heirs executors administrators and assigns according to the nature of the respective premises and subject as therein mentioned Upon trust to sell call in and convert into money all the said premises with power to postpone such sale calling in and conversion as therein mentioned And out of the moneys arising from such sale calling in and conversion to pay the costs incurred in respect thereof or otherwise in respect of the premises and to hold the residue of such moneys and the rents profits and income of the premises thereby conveyed or of the unsold part thereof for the time being Upon the trusts and with and subject to the powers and provisions declared and contained concerning the same in an indenture therein mentioned meaning the indenture next hereinafter mentioned :

- (2) An indenture dated the sixth of December one thousand nine hundred and sixteen and made between the said Ileene Beatrice Blake Lawrence (thereinafter called "the wife") of the first part the said Henry George Hughes Lawrence (thereinafter called "the husband") of the second part and the said Clement Crawley Robinson and Thomas Streatfeild (thereinafter called "the trustees") of the third part Whereby it was covenanted agreed and declared by and between the several parties thereto (among other things)—

Deed
declaring
trusts of
proceeds of
sale.

(i) That the trustees should stand possessed of the net moneys to arise from any sale calling in or conversion under the trusts of the last hereinbefore mentioned indenture (therein called "the conveyance") or to be received for equality on partition or otherwise as capital moneys under the trusts or powers thereof and subject to the powers therein contained Upon trust to invest the same moneys

A.D. 1918.
—

in or upon any of the investments thereafter authorised with power to vary investments as therein mentioned ;

(ii) That the trustees should stand possessed of the said investments to be made by them as aforesaid and the property for the time being representing the same (thereinafter called "the trust fund") and of the income thereof Upon trust to pay the same income to the wife during her life without power of anticipation ;

(iii) That after the death of the wife the capital and future income of the trust fund should be held in trust for all or such one or more exclusively of the others or other of the issue of the said marriage whether children or remoter issue as the wife should by deed revocable or irrevocable or by will or codicil appoint as therein mentioned but so that under any appointment a child should not otherwise than by way of advancement take a vested interest except upon attaining the age of twenty-one years or upon marriage And in default of and until and subject to any such appointment in trust for all or any the children or child of the said marriage who attained the age of twenty-one years or being female married under that age and if more than one in equal shares with provisions as to hotchpot and advancement as therein mentioned ;

(iv) That if there should not be any child of the said marriage who attained the age of twenty-one years or being female married under that age then subject to the trusts and powers therein contained the trust fund and the income and statutory accumulations (if any) of the income thereof or so much thereof as should not have become vested or been applied under any of the trusts or powers affecting the same should after such failure of children as aforesaid be held In trust for such person or persons and purposes as the wife should while not under coverture by deed revocable or irrevocable or should whether covert or sole by will or codicil appoint And in default of and subject to any such appointment Upon the trusts

following (that was to say) If the wife should survive the husband then in trust for her absolutely without power to anticipate her expectant interest But if she should die in the lifetime of the husband then In trust for the person or persons who under the statutes for the distribution of the effects of intestates would have become entitled thereto at her death if she had died possessed thereof domiciled in England intestate and without ever having been married such persons if more than one to take as tenants in common in the shares in which they would have taken under the same statutes ;

A.D. 1918.

(v) That the wife might by will or codicil appoint that all or any part of the income of the trust fund should from and after her death be paid to or for the benefit of the husband during the residue of his life or any less period and either absolutely or subject to any conditions restrictions and discretions and otherwise as therein mentioned ; and

(vi) That if the wife should marry again she might withdraw from settlement such proportion of the trust fund as therein mentioned and settle the same for the benefit of her future husband and the issue of her future marriage as therein mentioned ; and

- (3) An indenture dated the sixth of December one thousand nine hundred and sixteen and made between the said Ileene Beatrice Blake Lawrence (hereinafter called "the wife") of the first part the said Henry George Hughes Lawrence of the second part the said Herbert Alexander Wanklyn and Thomas Streatfeild of the third part and the said Thomas Streatfeild and Clement Crawley Robinson of the fourth part whereby it was agreed and declared (in effect) that the restraint on anticipation mentioned in the said clause 1 (B) of the said marriage articles dated the twenty-ninth of October one thousand nine hundred and fifteen attached by virtue of the said articles and the said order dated the tenth of February one thousand nine hundred and sixteen to the life

Deed imposing restraint on anticipation.

A.D. 1918.

interests of the wife under the said appointment in the property comprised in the schedule being the property in respect of which it had been ascertained as therein recited that the appointment contained in the will of the said Beatrice Blake Clarke was valid :

Present trustees of Blake Clarke and Lawrence Settlements.

And whereas the said Herbert Alexander Wanklyn and Thomas Streatfeild are the present trustees of the Blake Clarke Settlement and the said Clement Crawley Robinson and Thomas Streatfeild are the present trustees of the Lawrence Settlement.

III.—AS TO THE SHARE OF FLORENCE ETHEL STREATFEILD.

Marriage of Thomas Streatfeild and Florence Ethel Streatfeild.
Settlement on such marriage (Streatfeild Settlement).

And whereas on the fifth of December one thousand eight hundred and ninety-six the said Florence Ethel Streatfeild (then Florence Ethel Wilson spinster) intermarried with the said Thomas Streatfeild and upon and in consideration of such marriage an indenture (hereinafter called "the Streatfeild Settlement") dated the twenty-eighth of November one thousand eight hundred and ninety-six and made between the said Florence Ethel Streatfeild (then Florence Ethel Wilson spinster) of the first part the said Mary Ann Wilson of the second part the said Thomas Streatfeild of the third part Georgiana Maria Streatfeild of the fourth part and the said Herbert Alexander Wanklyn and William Alfred Blake Clarke of the fifth part was executed whereby the share and interest of the said Florence Ethel Streatfeild in the hereditaments and other securities then held upon the trusts of the settlement of 1861 were assured to the said Herbert Alexander Wanklyn and William Alfred Blake Clarke Upon trusts and with and subject to powers and provisions for the benefit of the said Florence Ethel Streatfeild and her husband children and remoter issue and otherwise corresponding in all respects with those for the benefit of the said Blanche May Wanklyn and her husband children and remoter issue and otherwise declared and contained by and in the Wanklyn Settlement for the benefit of the said Blanche May Wanklyn and her husband children and remoter issue as hereinbefore stated :

Issue of the said marriage.

And whereas there has been issue of the said marriage of the said Thomas Streatfeild and Florence Ethel Streatfeild two children and no more namely—

- (1) Thomas Basil Maryon Streatfeild who was born on the twenty-sixth day of February one thousand eight

hundred and ninety-eight and was killed in action on the seventh of November one thousand nine hundred and seventeen; and

- (2) Cynthia Streatfeild who was born on the twenty-fourth of November one thousand nine hundred and nine and is still living:

And whereas the said Thomas Streatfeild and Florence Ethel Streatfeild have not in any way exercised the joint power of appointment conferred upon them by the Streatfeild Settlement:

A.D. 1918.
—
No exercise of joint power of appointment by Mr. and Mrs. Streatfeild.

And whereas the said Herbert Alexander Wanklyn and Archibald Bence Bence-Jones are the present trustees of the Streatfeild Settlement.

Present trustees of the Streatfeild Settlement.

IV.—GENERALLY.

And whereas by an order of the Court dated the sixteenth of June one thousand eight hundred and eighty-eight and made in an action the short title and reference to the record whereof are *In re Smith deceased Smith v. Graham 1888.—S.—133* It was declared (among other things) in effect that notwithstanding the provisions contained in the will and codicils of the Testator the said Charles James Graham as the trustee of the settlement of 1861 was entitled so long as the annual sum of one thousand pounds by the said indenture secured upon trust for the said Annie Smith (afterwards Annie De Courcy Bower) should be payable to continue in possession and to receive and manage the hereditaments estates and property comprised in and assured by the said indenture and execute the trusts of the said indenture but that after paying out of the rents issues profits and income of the said trust estate all outgoing and expenses incident or relating thereto or incurred in respect thereof and all interest from time to time accruing due upon the mortgages or incumbrances for the time being subsisting upon the said trust estate or any part thereof and retaining to himself the said Charles James Graham the yearly sum of two hundred and fifty pounds by half-yearly sums as provided by the said indenture and after retaining and paying all costs charges and expenses due to or incurred by him as receiver and trustee under the said indenture and after paying the said annual sum of one thousand pounds or such part thereof as might for the time being be payable to the said Annie Smith the said Charles James Graham ought to account half-yearly as such trustee of the settlement of 1861 to the said Hugh Graham Smith and himself as executors and

Order of June 16th 1888 as to position and powers of Charles James Graham under settlement of 1861.

A.D. 1918. trustees of the will and codicils of the Testator in respect of such rents issues and profits and income and such payments as aforesaid and any surplus remaining thereafter but the said Charles James Graham was to be at liberty with the consent of the said Mary Ann Wilson and Dame Isabella Whitmore to pay their respective shares of the net income to them directly instead of to the said Hugh Graham Smith and himself as such executors and trustees of the said will as aforesaid And it was declared that the children of the said Mary Ann Wilson and Dame Isabella Whitmore (if any should thereafter be born) and the persons interested or who might become interested in the capital of the Testator's residuary estate after the determination of the respective life estates of the said Mary Ann Wilson and Dame Isabella Whitmore therein were not at that time entitled to insist that the leasehold hereditaments forming part of such estate should be sold and converted into money And it was declared that the rents of such hereditaments were to be treated as income of the estate and paid accordingly:

Order of
May 11th
1891
appointing
Jason Smith
trustee of
Settlement
of 1861 in
place of
Charles
James
Graham.

And whereas by an order of the Court dated the eleventh of May one thousand eight hundred and ninety-one and made in matters the short title and reference to the record whereof are *In re Smith's Settlement Trusts 1891.—S.—No. 1520* Jason Smith was appointed trustee of the Settlement of 1861 in substitution for the said Charles James Graham who desired to retire from the trusts of the said settlement And it was thereby ordered (among other things) That the freehold copyhold and leasehold messuages lands tenements and hereditaments specified in the first and second parts of the schedule thereto appearing as therein mentioned to be then subject to the trusts of the Settlement of 1861 and all other (if any) the lands and hereditaments so subject should vest in the said Jason Smith for the estate therein of the said Charles James Graham to be held by the said Jason Smith upon the trusts of the said settlement or such of them as were still subsisting and capable of taking effect And that the said Jason Smith should be at liberty until further order to retain to himself out of the rents of the trust estate the yearly sum of two hundred and fifty pounds by half-yearly sums commencing from that date in full for his poundage or commission for receiving the rents of the trust estate and for his trouble in letting the same as in the said settlement mentioned:

Order of
April 22nd
1896

And whereas by an order of the Court dated the twenty-second of April one thousand eight hundred and ninety-six and

made in matters the short title and reference to the record whereof are In re Smith's Will Trusts 1896.—S.—No. 927 the said Jason Smith was appointed a new trustee of the said will of the Testator in substitution for the said Charles James Graham who was desirous of retiring from the office of trustee thereof and jointly with the said Hugh Graham Smith the then existing trustee And it was thereby ordered that the lands then subject to the trusts of the said will should vest in the said Jason Smith jointly with the said Hugh Graham Smith as such trustees as aforesaid for all the estate and interest of the said Charles James Graham therein :

A.D. 1918.
 appointing
 Jason Smith
 trustee of
 Testator's
 will in place
 of Charles
 James
 Graham and
 jointly with
 Hugh
 Graham
 Smith.

And whereas the said Hugh Graham Smith died on the third of March one thousand nine hundred and four :

Deaths of
 Hugh
 Graham
 Smith and
 Jason Smith.

And whereas the said Jason Smith died on the twenty-fourth of September one thousand nine hundred and ten :

And whereas before the date of the order next hereinafter recited all the copyhold lands subject to the trusts of the Settlement of 1861 had been enfranchised :

Enfranchise-
 ment of
 copyholds.

And whereas by an order of the Court dated the seventh of January one thousand nine hundred and eleven and made in matters the short title and reference to the record whereof are In re Smith's Settlement Trusts And In re Smith's Will Trusts 1910.—S.—No. 3832 the said Archibald Bence Bence-Jones and Clement Crawley Robinson were appointed trustees of the Settlement of 1861 in place of the said Jason Smith And it was ordered that all the messuages lands tenements and hereditaments specified in the first and second parts of the schedule thereto then subject to the trusts of the said settlement and all other (if any) the messuages lands tenements and hereditaments so subject should vest in the said Archibald Bence Bence-Jones and Clement Crawley Robinson as such trustees as aforesaid for the estate therein which was vested in the said Jason Smith at the date of his death such messuages lands tenements and hereditaments to be held by the said Archibald Bence Bence-Jones and Clement Crawley Robinson upon the trusts of the said settlement And after directions not material to be here set out for vesting in the said Archibald Bence Bence-Jones and Clement Crawley Robinson as such trustees as aforesaid the mortgage securities and stocks and funds therein mentioned It was ordered that the said Archibald Bence Bence-Jones and Clement Crawley Robinson and the survivor of them should be at liberty until further order to retain to themselves or himself out of the rents

Order of
 January 7th
 1911
 appointing
 new trustees
 of Settlement
 of 1861.

A.D. 1918.

And
appointing
new trustees
of will of
Testator.

Order of
June 17th
1912 as to
conversion
of leaseholds.

Death of
Annie de
Courcy
Bower
(formerly
Annie
Smith).

Conveyance
of seven and
a half acres
of Roxeth

of the trust estate subject to the Settlement of 1861 the yearly sum of two hundred and fifty pounds by half-yearly sums commencing from the twenty-fifth of December one thousand nine hundred and ten in full for their or his poundage or commission for receiving the rents of the trust estate and for their or his trouble in letting the same as in the said settlement mentioned And the said Archibald Bence Bence-Jones and Thomas Streatfeild were thereby appointed trustees of the will of the Testator in substitution for the said Jason Smith :

And whereas by an order of the Court dated the seventeenth of June one thousand nine hundred and twelve and made in the said action *In re Smith deceased Smith v. Graham 1888.—S.—133* It was declared that according to the true construction of the will of the Testator and in the events which had happened so long as the trusts of the Settlement of 1861 were in operation the question whether the leaseholds therein comprised ought or ought not to be sold was a matter for the discretion of the trustees of the said settlement and that the beneficiaries under the said will had no power to interfere with the proper exercise of such discretion And that until the trusts of the said settlement were determined or there was a sale by the trustees of the said settlement the tenants for life under the said will were pursuant to the said order dated the sixteenth of June one thousand eight hundred and eighty-eight entitled to the rents and profits of the said leaseholds :

And whereas the said Annie de Courcy Bower (formerly Smith) died on the eighteenth of November one thousand nine hundred and twelve as hereinbefore stated :

And whereas in the year one thousand nine hundred and thirteen the trusts estate then vested in the said Archibald Bence Bence-Jones and Clement Crawley Robinson as trustees of the Settlement of 1861 included (among other things) certain freehold and enfranchised copyhold lands messuages tenements and hereditaments situate in the parishes of Harrow and Pinner in the county of Middlesex then containing three hundred and seven acres or thereabouts (of which about seven acres and two roods have since been sold) and known and hereinafter referred to as the Roxeth Farm Estate the unsold part thereof being item 1 in the first part of the schedule hereto :

And whereas by an indenture dated the thirty-first of March one thousand nine hundred and thirteen and made between the said Archibald Bence Bence-Jones and Clement

Crawley Robinson of the first part the said Archibald Bence Bence-Jones and Thomas Streatfeild of the second part the said Dame Isabella Whitmore of the third part Thomas Geoffrey Blackwell of the fourth part and the Right Honourable Thomas Francis Earl of Lichfield Alexander Josiah Webbe William Burn Anderson and the said Thomas Geoffrey Blackwell of the fifth part in consideration of the sum of four thousand pounds to the said Archibald Bence Bence-Jones and Thomas Streatfeild paid by the said parties thereto of the fifth part a piece of freehold land (part of the Roxeth Farm Estate) containing seven acres and two roods or thereabouts and having a frontage of two hundred and thirty feet or thereabouts to a road known as Bessborough Road together with the messuage or farmhouse and buildings erected on part thereof (except and reserving and subject as therein mentioned) was assured unto and to the use of the parties thereto of the fifth part in fee simple upon the trusts therein mentioned:

A.D. 1918.
Farm Estate
to purchasers.

And whereas by an indenture dated the twenty-eighth of April one thousand nine hundred and thirteen and made between the said Archibald Bence Bence-Jones and Thomas Streatfeild of the one part and the said the Right Honourable Thomas Francis Earl of Lichfield Alexander Josiah Webbe William Burn Anderson and Thomas Geoffrey Blackwell of the other part in consideration of the sum of five hundred pounds to the said Archibald Bence Bence-Jones and Thomas Streatfeild paid by the said parties thereto of the other part the said Archibald Bence Bence-Jones and Thomas Streatfeild covenanted to indemnify the parties thereto of the other part against any claim that could be made upon them by the district council of Harrow-on-the-Hill or other local authority upon or in connection with the adoption or taking over of the proposed road mentioned in the said indenture of the thirty-first of March one thousand nine hundred and thirteen by such council or authority:

Deed of
indemnity
by trustees
to purchasers
under above
conveyance.

And whereas by an indenture dated the twenty-seventh of June one thousand nine hundred and thirteen and made between the said Archibald Bence Bence-Jones and Clement Crawley Robinson of the one part and the said Archibald Bence Bence-Jones and Thomas Streatfeild of the other part all and singular the freehold enfranchised copyhold and leasehold lands messuages tenements and hereditaments then vested in the said Archibald Bence Bence-Jones and Clement Crawley Robinson as trustees of the Settlement of 1861 (other than certain lands held by them

Conveyance
by trustees
of Settlement
of 1861 to
trustees of
Testator's
will and
codicils.

A.D. 1918. as mortgagees which were separately assured) were assured to the said Archibald Bence Bence-Jones and Thomas Streatfeild to be held by them upon the trusts and with and subject to the powers and provisions upon and subject to which the said premises ought to be held under and by virtue of the said will and codicils of the Testator:

Order of
December
5th 1913 as
to conversion
of leaseholds
and applica-
tion of rents
thereof until
conversion.

And whereas by an order of the Court dated the fifth of December one thousand nine hundred and thirteen and made in an action the short title and reference to the record whereof are *In re Smith deceased* *In re the Blake Clarke Settlement* *In re the Wanklyn Settlement* *In re the Streatfeild Settlement* *Bence-Jones v. Whitmore 1913.—S.—1963* It was declared that the said Archibald Bence Bence-Jones and Thomas Streatfeild the trustees of the said will and codicils of the Testator had a discretion whether to sell or retain unsold the leasehold hereditaments forming part of the trust estate subject to the trusts of the said will and codicils but had no power in the exercise of such discretion to sell the same during the lifetime of the said Dame Isabella Whitmore without her consent in writing and that the whole of the net rents and profits of the said leasehold hereditaments or of such part thereof as should remain unsold were until the sale thereof distributable as income of the said trust estate among the tenants for life under the said will and under the said indentures of settlement (meaning the *Blake Clarke Settlement* the *Wanklyn Settlement* and the *Streatfeild Settlement*) And it was ordered that the said Archibald Bence Bence-Jones and Thomas Streatfeild should be at liberty to pay and divide their respective shares of the net income of the trust estate to the tenants for life under the said indentures of settlement direct instead of to the trustees of the said settlements nevertheless accounting for such net income to such trustees respectively or as they should direct And it was declared that the said Archibald Bence Bence-Jones and Thomas Streatfeild were entitled to be indemnified out of the said trust estate to the extent of one thousand pounds against any liability arising under or by virtue of the said indenture of the twenty-eighth of April one thousand nine hundred and thirteen without prejudice to any application for a further indemnity And it was declared that the sum of two hundred and fifty pounds per annum might properly be allowed to the plaintiffs as trustees of the said will and codicils by way of remuneration for their trouble in and about the execution of the trusts thereof as from the twenty-fifth of December one thousand nine hundred and

twelve and that the plaintiffs were at liberty to retain the said sum out of the income of the said trust estate: A.D. 1918.

And whereas by an order of the Court dated the twenty-seventh of May one thousand nine hundred and fourteen and made in matters the short title and reference to the record whereof are *In re Smiths Settled Estates* and *In re the Settled Estates Act 1877 1914.*—S.—042 the Court being of opinion that it was proper and consistent with a due regard for the interest of all parties entitled under the said will and codicils of the Testator that that part of the Roxeth Farm Estate which was therein specified should be laid out for a street or road the part so laid out to remain and be vested in the trustees for the time being of the said will and codicils of the Testator And that that part of the said estate which was therein specified should be laid out for a sewer the part so laid out to remain and be vested in the said trustees And that the timber (not being ornamental timber) growing on the said estate or any part thereof should be cut down and sold It was ordered in effect that the trustees should be at liberty to lay out that part of the said estate which was therein specified for a street or road with all necessary or proper paths sewers and drains either to be dedicated to the public or not And it was ordered in effect that the trustees should be at liberty to lay out that part of the said estate which was therein specified for a sewer either to be dedicated to the public or not And that the said street or road with all necessary and proper paths sewers and drains including all necessary or proper fences pavings connections and other works incidental thereto respectively and the said sewer including all necessary or proper connections and other works incidental thereto should be made and executed accordingly And it was ordered that all expenses in relation to the laying out and making and execution of the said road and sewer as aforesaid respectively should be raised and paid out of the trust funds subject to the trusts of the said will and codicils And it was ordered that the trustees should be at liberty to cut down the timber (not being ornamental timber) growing on the said estate or any part thereof and sell the same and that the proceeds of such sale should be held and applied by the trustees of the said will and codicils upon the trusts applicable to capital moneys forming part of the estate of the Testator And it was ordered that the trustees should be at liberty either (A) to lay out that part of the Roxeth Farm Estate which was therein specified for a street or road to be dedicated to the public with all necessary and proper paths sewers

Order of
May 27th
1914 under
Settled
Estates Act
1877.

A.D. 1918.

and drains including all necessary or proper fences pavings connections and other works incidental thereto respectively or (B) to dedicate to the public the said part of the said estate and to contribute a sum not exceeding three hundred pounds towards the expenses in relation to the laying out of the said street or road And it was ordered that all expenses in relation to the said laying out of the said street or road and of the making and execution thereof including all necessary and proper fences pavings connections and other works incidental thereto or the said sum of three hundred pounds (as the case might be) should be raised and paid out of the trust funds subject to the trusts of said will and codicils And it was ordered that the trustees should be at liberty to apply in chambers in case any difficulty should arise in regard to the carrying out of the terms of that order And it was ordered that the trustees should be at liberty out of the income of the said trust funds to repair and maintain the said streets or roads and sewers so to be laid out made and executed as aforesaid or which might be laid out made or executed under or in pursuance of that order :

Order of
July 31st
1915 as to
consent of
Dame
Isabella
Whitmore to
sales.

And whereas by an order of the Court dated the thirty-first of July one thousand nine hundred and fifteen and made in the said action *In re Smith deceased In re the Blake Clarke Settlement In re the Wanklyn Settlement In re the Streatfeild Settlement Bence-Jones v. Whitmore 1913.—S.—1963* It was declared that upon the true construction of the will of the Testator and in the events which had happened the consent in writing of the said Dame Isabella Whitmore was not required to the laying out and investment of the money to arise from the exercise by the trustees of the said will of the power of sale disposition calling in and conversion thereby conferred upon them as well as to the exercise of such power of sale disposition calling in and conversion And it was declared that the aforesaid consent in writing of the said Dame Isabella Whitmore required for the sale disposition calling in and conversion might be given by her general attorney acting under her general power of attorney without her personal approval of the exercise of the aforesaid power of sale disposition calling in and conversion And it was ordered that the direction in the said order dated the fifth of December one thousand nine hundred and thirteen contained giving the said Archibald Bence Bence-Jones and Thomas Streatfeild liberty to pay and divide the income of the trust estate to the tenants for life under the said indentures of settlement direct instead of to the trustees of the said settlements should be extended so as

to include the said Ileene Beatrice Blake Lawrence (then Ileene Beatrice Blake Clarke spinster) the tenant for life under the will of her mother the said Beatrice Blake Clarke: A.D. 1918.

And whereas the making and execution of the works sanctioned by the said order of the twenty-seventh of May one thousand nine hundred and fourteen has been delayed and postponed by reason of the existing state of war but it is intended that such works should be made and executed as soon as possible after the conclusion of peace: Delay in works sanctioned by order of May 27th 1914.

And whereas the short particulars of the freehold enfranchised copyhold and leasehold hereditaments formerly comprised in the Settlement of 1861 and now subject to the trusts of the said will and codicils of the Testator are set forth in the first part of the schedule hereto and the securities and investments the short particulars whereof are set forth in the second part of the schedule hereto represent proceeds of sale of freehold hereditaments formerly comprised in the said settlement and subject to the trusts of the said will and codicils but sold since the fifth of July one thousand nine hundred and fifteen (the date of the death of the said Beatrice Blake Clarke): Particulars of trust estate in schedule.

And whereas the Roxeth Farm Estate is eligible for building for which purpose it is very favourably situated and having regard to the demand for building land in the neighbourhood before the war (which is expected to grow after the war) a steady increase in the capital and annual value of the said estate is certain to be derived in the future from the development thereof and the parties beneficially interested therein consider that it will be much more advantageous to them to retain and develop the said estate rather than sell it as an undeveloped building estate: Roxeth Farm Estate suitable for building.

And whereas the powers conferred by the said will and codicils of the Testator will cease to be exercisable upon or within a reasonable time after the death of Dame Isabella Whitmore and if thereafter the development of the Roxeth Farm Estate had to be conducted and carried out on the basis that such estate consisted of three separate settled estates one being comprised in or subject to the trusts of the Wanklyn Settlement another being comprised in and subject to the trusts of the Blake Clarke and Lawrence Settlements and the third being comprised in and subject to the trusts of the Streatfeild Settlement such development would be attended with so much difficulty delay and expense as to make it Expected determination of powers under Testator's will and codicils and expediency of extending such powers.

A.D. 1918.

practically impossible to conduct it and carry it out with advantage and it would become necessary to effect a sale of the estate as undeveloped land with the result that the persons beneficially interested therein would lose the benefits and profits which are expected to arise from the development of the estate :

Insufficiency
of powers
under Testa-
tor's will
and codicils.

And whereas the said will and codicils of the Testator do not empower the trustees thereof to lay out and develop the Roxeth Farm Estate for building and it would be greatly for the benefit of the parties beneficially interested and to become beneficially interested therein that such powers should be conferred upon the trustees in addition to the powers which they already have under the said will and codicils and that the time within which such original powers are exercisable should be extended in manner hereinafter appearing :

Provision of
capital for
development.

And whereas it is considered that a sum of twenty thousand pounds will be required as floating capital for the advantageous laying out and development of the Roxeth Farm Estate And it is desired that such capital should be provided out of the property described in the schedule hereto in manner hereinafter appearing :

Expediency
of authoris-
ing reten-
tion of other
parts of
estate.

And whereas it is considered likely that it will be for the benefit of the parties beneficially interested and to become beneficially interested in the freehold enfranchised copyhold and leasehold hereditaments subject to the trusts of the said will and codicils of the Testator and not being part of the Roxeth Farm Estate that such hereditaments or part thereof should be retained by the trustees after the death of Dame Isabella Whitmore And that the powers of the trustees under the said will and codicils should continue exercisable in respect of the hereditaments so retained And it is desired that the Court should have such power of authorising such retention of the last-mentioned hereditaments as is hereinafter contained :

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

Therefore Your Majesty's most dutiful and loyal subjects Dame Isabella Whitmore Blanche May Wanklyn Herbert Alexander Wanklyn Ileene Beatrice Blake Lawrence Florence Ethel Streatfeild Thomas Streatfeild Cyril Wanklyn Robert Edward Smith Clement Crawley Robinson and Archibald Bence Bence-Jones do most humbly beseech 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:—

1. This Act may be cited for all purposes as the *Smith Title Estate Act 1918.*

2. In this Act the following expressions have the meanings hereby assigned to them unless there be something in the subject or context inconsistent with or repugnant to such meanings (that is to say):—

Interpreta-
tion.

The expression "the trustees or trustee" means the said Archibald Bence Bence-Jones and Thomas Streatfeild and the survivor of them and the executors or administrators of such survivor their or his assigns or other the trustees or trustee for the time being of the said will and codicils of the Testator;

The expression "the prescribed period" means the period between the commencement of this Act and the expiration of thirty-five years next after the death of the said Dame Isabella Whitmore;

The expression "the trust estate" means the real and personal property described in the schedule hereto and the securities and investments for the time being representing the same;

The expression "the Settled Land Acts" means the Settled Land Acts 1882 to 1890 and any Act amending or re-enacting the same;

The expression "the Court" means the Chancery Division of His Majesty's High Court of Justice;

Words importing the singular number include the plural number and vice versa;

Words importing the masculine gender only include the feminine gender.

3. The trusts powers and provisions by and in the said will and codicils of the Testator declared and contained so far as the same are now subsisting and capable of taking effect shall continue in force and be capable of being exercised in respect of the Roxeth Farm Estate by the trustees or trustee during the prescribed period and the directions and provisions by and in the several hereinbefore recited orders of the Court given and contained so far as the same are now subsisting and capable of

Extension of
time for
exercising
powers
under Testa-
tor's will
and codicils
in respect of
Roxeth
Farm Estate.

A.D. 1918. taking effect shall continue in force during the prescribed period or until further order of the Court.

Additional powers to trustees.

4. In addition to and by way of enlargement of the powers given to the trustees or trustee by the said will and codicils of the Testator or expressed so to be the trustees shall during the prescribed period have the following powers (that is to say):—

(1) Power to manage or superintend the management of any hereditaments for the time being forming part of the Roxeth Farm Estate with power to cut timber and underwood for sale repairs or otherwise to open and work mines minerals quarries and brickfields and to erect pull down rebuild add to and repair houses and other buildings and to drain and make roads and fences and to lay out any part of the said hereditaments for building and appropriate and lay out any part thereof for streets roads paths squares gardens or other open spaces with or without dedicating the same to the public and to erect build make and lay down on or under the said hereditaments or any part thereof any houses buildings roads paths sewers drains gas pipes wires dynamos and engines for electric lighting water pipes and other conveniences and to make advances to builders and contractors and to apply or concur in applying for any Act of Parliament for any of the foregoing purposes and generally to improve and develop all or any of the said hereditaments and to insure houses and buildings against loss or damage by fire tempest or aircraft or otherwise and to make allowances to and arrangements with tenants and others and to condone or grant licences to commit breaches of covenant and to accept surrenders of leases and tenancies without being responsible for any loss or damage occasioned thereby;

(2) Power to exercise over any such hereditaments as aforesaid all the powers by the Settled Land Acts conferred on a tenant for life in possession of settled land in the same manner as if the trustees or trustee were or was tenant for life of such hereditaments without the necessity of giving any notice or of obtaining any order of Court sanctioning the exercise of any of such powers or of obtaining

the consent of any other person or persons whomsoever;

- (3) Power to lease such hereditaments or any part or parts thereof or any easement right or privilege of any kind over or in relation to the same for any purpose whatever whether involving waste or not for any term not exceeding in the case of a building lease (as defined by the Settled Land Act 1882) nine hundred and ninety-nine years in the case of a mining lease (as thereby defined) ninety-nine years and in the case of any other lease thirty-five years and in any case at a rent reserved and made payable either in advance or otherwise And so that where building leases are granted pursuant to an agreement to let the land in lots the entire amount of rent to be ultimately payable in respect of all the lots may be apportioned among the lots in such manner as may be agreed upon notwithstanding any provision in the Settled Land Acts contained and so that when the entire amount of rent shall have been secured by leases of some of the lots a peppercorn or other nominal rent may be reserved in respect of each of the other lots And so that any lease may contain an option to purchase the freehold or reversion of the hereditaments comprised in such lease or any part or parts thereof with or without the right in perpetuity or for any term of years to any easement right or privilege thereby demised at such price whether fixed in the lease or to be determined by valuation or arbitration and to be exercised at such time during the term granted by the lease and upon such terms and conditions as the trustees or trustee may think fit but so that such part of the rent arising under any mining lease or grant of any such hereditaments as provided by the Settled Land Acts shall be set aside as capital money under the said Acts Provided that the terms granted by any such reversionary or extended lease shall not commence and that any such option shall not be exercisable after the expiration of the period allowed by the rule against perpetuities;
- (4) Power to advance or agree to advance out of the trust estate to any person taking or entering into any

A.D. 1918.

agreement to take a building lease of any such hereditaments such sums of money upon the security of such lease or agreement payable by such instalments and at such times and generally upon such terms as the trustees or trustee may think fit but so that the aggregate amount of principal at any one time owing or outstanding in respect of moneys so advanced shall not without the previous approval of the Court exceed the sum of five thousand pounds;

- (5) Power to raise by mortgage of all or any part of such hereditaments as aforesaid or by sale or mortgage of any hereditaments (other than the leaseholds described in the schedule hereto) investments or securities forming part of the trust estate such sum or sums of money as they or he shall think fit which shall (after paying the cost of raising the same) be held by them or him upon the same trusts subject to the same powers as if the said moneys had arisen from a sale of the mortgaged hereditaments or the investments or securities so sold or mortgaged as aforesaid and so that such moneys may be applied for purposes of improvement or development or any other purposes for which capital money might be applied under the said will and codicils of the Testator or the Settled Land Acts or this Act but so that the aggregate amount of principal or capital at any one time applied or outstanding in respect of moneys so applied shall not without the previous approval of the Court exceed the sum of twenty thousand pounds; and
- (6) Power to raise and pay the costs and expenses attending the exercise of or incidental to the said powers of management and development including the costs of insurance against liability under the Employers Liability Act 1880 and the Workmen's Compensation Act 1906 or any statutory modification or re-enactment thereof for the time being in force (which insurance the trustees or trustee are hereby authorised to effect at their or his discretion) and of every other kind of insurance out of income or as to any moneys which they or he may be liable to pay under any statute and any moneys expended in improvements or developments of a permanent nature out of any

capital moneys for the time being in their hands as such trustees or trustee as aforesaid. A.D. 1918.

5. Every person for the time being interested either as trustee or beneficially in the Roxeth Farm Estate shall have all such rights of requiring a partition or sale in lieu of partition of any part of the said estate which shall have been fully developed and the partition or sale whereof will not interfere with or prejudicially affect the development of the rest of the said estate as they had before or would have had but for the passing of this Act but so that all proceedings for the enforcement of any such right shall be by application to the Court by summons at chambers in the matter of this Act.

Reservation of powers of requiring partition or sale.

6. The Court may if it thinks fit from time to time during the prescribed period upon application at chambers in the matter of this Act by any person interested either as trustee or beneficially make any order authorising the retention of any freehold enfranchised copyhold or leasehold hereditaments subject to the trusts of the said will and codicils of the Testator and not being part of the Roxeth Farm Estate after the death of Dame Isabella Whitmore during the remainder of the prescribed period or any less period. And the trusts powers and provisions by and in the said will and codicils of the Testator declared and contained shall continue in force and be capable of being exercised by the trustee or trustee during the period of retention in respect of the hereditaments the retention of which shall be so authorised.

Power of Court to authorise retention of other parts of estate.

7. The provisions of this Act and the powers hereby conferred upon the trustees or trustee shall prevail over the provisions and powers contained in and conferred by the will and codicils of the Testator and the Wanklyn Settlement the Blake Clarke Settlement the Lawrence Settlement and the Streatfeild Settlement respectively and accordingly the trustees or trustee may during the prescribed period or any such period of retention as aforesaid exercise all or any of the powers conferred by the will and codicils of the Testator or by this Act without the consent except as hereinafter provided of any other person or persons claiming under the said will and codicils or the said settlements respectively. And no tenant for life or person having the powers of a tenant for life under the Wanklyn Settlement the Blake Clarke Settlement the Lawrence Settlement or the Streatfeild Settlement shall during the prescribed period or any such period of retention as aforesaid exercise any of the powers conferred by the Settled

Powers under this Act to prevail.

A.D. 1918.

Land Acts without the consent in writing of the trustees or trustee Provided always that during the life of the said Dame Isabella Whitmore her consent (which may be given either personally or by attorney and either generally or to any one or more exercises of any such power) shall be necessary to the exercise by the trustees or trustee of any power conferred by the will and codicils of the testator.

to be
of
posed
enditure
capital.

8.—(1) Before expending or incurring any obligation to expend any capital money out of the trust estate for any purpose mentioned in subsection (1) of section 4 of this Act or for any improvement authorised by the Settled Land Acts not being in either case purposes or works sanctioned by the said order of the twenty-seventh of May one thousand nine hundred and fourteen the trustees shall give one calendar month's previous notice in writing of the proposal to expend such money or incur such obligation to the several tenants for life (if any) or persons (if any) having the powers of tenants for life under the Settled Land Acts under or by virtue of the Wanklyn Settlement the Blake Clarke Settlement the Lawrence Settlement and the Streatfeild Settlement respectively and if any such person shall within such calendar month as aforesaid signify in writing to the trustees that he objects to such proposal then and in any such case the trustees shall not expend or incur the obligation to expend such money or any part thereof without the previous approval of the Court.

(2) Any notice requiring to be served hereunder shall be sufficiently served on any person if delivered to him personally or forwarded to him by prepaid letter post or left at his last known address in the United Kingdom.

(3) A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

(4) No person for the time being out of the United Kingdom shall be entitled to any notice under this section unless he shall have notified in writing to the trustees an address within the United Kingdom which shall be deemed his last known address in the United Kingdom for the purposes of this section.

Application
may be
made to the
Court.

9. The trustees or trustee or any other person interested in the trust estate may from time to time apply to the Court by summons at chambers in the matter of this Act for direc-

tions as to any matter connected with the rights or duties of the trustees or trustee as trustees or trustee of the said will and codicils of the Testator or under this Act and the Court may give directions accordingly and may require notice of any application to be served on such persons (if any) as the Court may think fit and the Court may make such order as to the costs charges and expenses of all or any of the parties to any such application as the Court may think fit And neither the trustees or trustee nor any other person shall be in any way liable or answerable for any Act done or omitted or payment made in accordance with or sanctioned or confirmed by any order made on summons. as aforesaid. A.D. 1918.

10. All costs charges and expenses of or incidental or preparatory to the obtaining or passing of this Act and of all parties in relation hereto as between solicitor and client shall be raised and paid by the trustees or trustee out of the capital of the trust estate and the Court may from time to time upon application by summons at chambers in the matter of this Act by any person or persons interested make any order for ascertaining or taxing such costs charges and expenses and the costs of the application and also any order for the payment of such costs charges and expenses out of any moneys applicable for the purpose. Costs and expenses of Act.

11. Saving always to the King's most Excellent Majesty his heirs and successors and to every other person and body politic and corporate and their respective heirs successors executors administrators and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever of in to and out of or upon the trust estate or any part thereof to which this Act relates as they or any of them had before the passing of this Act. Saving clause.

12. The following persons are excepted out of the general saving in this Act and accordingly are the only persons bound by this Act (that is to say):— Exceptions out of saving clause.

- (1) Dame Isabella Whitmore;
- (2) Archibald Bence Bence-Jones and Thomas Streatfeild and other the trustees or trustee for the time being of the will and codicils of the Testator;
- (3) Blanche May Wanklyn;
- (4) Herbert Alexander Wanklyn;

A.D. 1918.

- (5) Arthur Maryon Graham Wanklyn ;
- (6) Gwendoline May Wanklyn ;
- (7) Any child children or remoter issue hereafter to be born of the marriage of Herbert Alexander Wanklyn and Blanche May Wanklyn ;
- (8) Cyril Wanklyn and Robert Edward Smith and other the trustees or trustee for the time being of the Wanklyn Settlement ;
- (9) Herbert Alexander Wanklyn and Thomas Streatfeild and other the trustees or trustee for the time being of the Blake Clarke Settlement ;
- (10) Ileene Beatrice Blake Lawrence ;
- (11) Any child children or remoter issue of Ileene Beatrice Blake Lawrence ;
- (12) Clement Crawley Robinson and Thomas Streatfeild and other the trustees or trustee for the time being of the Lawrence Settlement ;
- (13) Florence Ethel Streatfeild ;
- (14) Thomas Streatfeild ;
- (15) Cynthia Streatfeild ;
- (16) Any child children or remoter issue hereafter to be born of Florence Ethel Streatfeild and Thomas Streatfeild ;
- (17) Herbert Alexander Wanklyn and Archibald Bence Bence-Jones and other the trustees or trustee for the time being of the Streatfeild Settlement ; and
- (18) All other persons (if any) who are or may become entitled to any estate or interest in the trust estate under (A) the will and codicils of the Testator (B) the Wanklyn Settlement (C) the Blake Clarke Settlement (D) the Lawrence Settlement and (E) the Streatfeild Settlement respectively or any exercise of any power of appointment or other power therein respectively contained.

Power to persons absolutely entitled to require conveyance.

13. If all the persons for the time being beneficially interested in the trust estate shall be of full age and not under any disability they may require the trustees or trustee to discontinue the exercise of the powers conferred by this Act And the trustees or trustee shall at the request and cost of such

persons and upon being paid their costs charges and expenses properly incurred as trustees or trustee and being properly indemnified against all liability incurred as trustees or trustee convey the trust estate then remaining to such persons or as they shall direct. A.D. 1918.

14. This Act shall not be a Public Act but shall be printed by the several printers to the King's most Excellent Majesty duly authorised to print the statutes of the United Kingdom and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges justices and others. Act as
printed by
King's
printers to
be evidence.

A.D. 1918. THE SCHEDULE referred to in the foregoing Act.

FIRST PART.

FREEHOLD.

(1) Roxeth Farm Estate in the parishes of Harrow and Pinner in the county of Middlesex and containing 297·931 acres or thereabouts;

(2) Two semi-detached messuages known as Roxeth' Villas situate on the west side of the Lower Road in the parish of Harrow aforesaid;

(3) Part of Hilly Marsh situate in the parish of Rainham in the county of Essex containing 2·4 acres or thereabouts;

(4) Marshland (Little Dyers Great Dyers and Shouldhams) situate in the parish of Barking in the county of Essex containing 46·596 acres or thereabouts;

(5) Messuage known as No. 12 Great Prescott Street Whitechapel in the county of London;

(6) Two messuages known as 143 and 145 Strand in the county of London;

(7) Baptist Chapel situate in John Street Edgware Road in the county of London and five messuages known as Nos. 29 31 33 35 and 37 Brendon Street Edgware Road aforesaid;

(8) Messuage known as No. 11 Wyndham Street Marylebone in the county of London; and

(9) Messuage known as No. 50 Church Street Kensington in the county of London.

LEASEHOLD.

(10) Two messuages known as No. 5 Shepherd's Market and No. 22 Market Square Shepherd's Market Mayfair in the county of London held for the residue of a term of 999 years from 1741 and indemnified against payment of rent;

(11) Messuage known as No. 9 Portman Square and stables in Seymour Mews in the county of London held on lease for terms expiring at Christmas 1923 at rents amounting in all to 45*l.* per annum; and

(12) Strip of frontage forming part of 143 and 145 Strand in the county of London held on yearly tenancy at a rent of 1*l.* per annum.

SECOND PART.

A.D. 1918.

INVESTMENTS.

- (1) 10,000*l.* secured by mortgage of freehold property in Brick Street Piccadilly in the county of London ;
- (2) 600*l.* 1*s.* 5*d.* 5 per cent. War Stock 1925-1945 (A account) ;
- (3) 4,351*l.* 12*s.* 2*d.* like Stock (B account) ;
- (4) 1,901*l.* 12*s.* 3*d.* like Stock (C account).

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