

# Willoughby de Broke Estate Act, 1956

4 & 5 ELIZ. 2 Ch. 2

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## CHAPTER 2

An Act for enabling the settled estates of Lord Willoughby de Broke to be disentailed and to enable capital moneys to be raised out of the said settled estates and for other purposes connected with those estates.  
[28th March 1956.]

**W**HEREAS—

(1) By an Act of Parliament passed in the twenty-seventh year of the reign of His Majesty King Henry the Eighth (hereinafter called "the Act of Henry the Eighth") reciting that before that time great variances strifes and debates had been had between Charles Blount Lord Mountjoy and the Lady Ann his wife John Poulet esquire and Elizabeth his wife daughters of Robert Willoughby knight late Lord Broke on the body of Dorothy his late wife begotten of the one part and Francis Dautry esquire and Blaunch his wife Foulke Greville esquire and Elizabeth his wife heirs of the said Robert Willoughby that is to say daughters and heirs of Edward Willoughby son and heir apparent to the said late Lord Broke of the other part of for and upon the right title use interest and possession of and in divers manors lands tenements and hereditaments in the counties of Wilts Somerset Gloucester Stafford Cambridge Leicester Northampton Hertford Lincoln Dorset Devon and Cornwall therein more particularly described for appeasing whereof and in avoiding of variance and debate which might have arisen and grown between the said parties and also considering their nearness in affinity and blood the said parties had by mediation of their friends agreed in manner and form therein mentioned in confirmation of which agreement it was enacted that the said Francis Dautry and Blaunch his wife as in the right of the said Blaunch Foulke Greville and Elizabeth

his wife as in the right of the said Elizabeth should peaceably and quietly have hold and enjoy to them and their heirs of their bodies lawfully begotten as coparceners certain manors lands tenements and hereditaments therein more particularly described and all other castles manors messuages lands tenements advowsons patronage offices reversions remainders and all other hereditaments with their appurtenances whatsoever which were to the said then late Lord Broke or to any other person or persons to his use at the time of his decease in the counties of Gloucester Cambridge Leicester Northampton Hertford and Lincoln (all of which said lands tenements hereditaments and other property are hereinafter referred to as "the settled estates" which expression shall where the context permits include and mean the property for the time being comprised in and held to or upon the uses or trusts of the settlement of the same effected as herein recited by the Act of Henry the Eighth) without let interruption vexation or impediment of the said Charles Blount Lord Mountjoy and the Lady Ann his wife John Poulet and Elizabeth his wife or of the heirs of their bodies or of the body of either of them lawfully begotten or of any other person or persons or their heirs claiming to their use or to the use of any of them anything in the premises or any parcel thereof to them assigned and given by the said Act and that the said Francis and Blaunch as in the right of the said Blaunch Foulke Greville and Elizabeth his wife as in the right of the said Elizabeth and the issues of their bodies lawfully begotten should peaceably and quietly have perceive and receive the issues revenues and profits thereof to their own proper use and behoof and if it happen the said Blaunch to die without heir of her body lawfully begotten that then all the part and parts of all the settled estates assigned limited and appointed by the said Act to the said Blaunch and to the heirs of her body lawfully begotten should remain and be to the said Elizabeth Greville and to the heirs of her body lawfully begotten and if it happen the said Elizabeth Greville to die without heir of her body lawfully begotten that then all the part and parts of the settled estates assigned limited and appointed by the said Act to the said Elizabeth Greville and to the heirs of her body lawfully begotten should remain and be to the said Blaunch and to the heirs of her body lawfully begotten and if it happen the said Blaunch and Elizabeth Greville to die without heirs of their bodies lawfully begotten as was aforesaid then all the settled estates should remain and be to the heirs of the body of the said Robert Willoughby late Lord Broke upon the body of the said Lady Dorothy lawfully begotten and for default of such issue to the right heirs of the said late Lord Broke for ever and it was by the said Act further enacted that the said Charles Blount Lord Mountjoy and the Lady Ann his wife as in the right of the said Lady Ann John Poulet and Elizabeth his wife as in the right of the said Elizabeth should have to them



and to the heirs of their bodies lawfully begotten as coparceners certain other castles manors lands tenements advowsons patronage offices reversions remainders and other hereditaments therein described upon the conditions and limitations therein mentioned which included a final limitation to the right heirs of the said late Lord Broke :

(2) It was by the Act of Henry the Eighth further enacted that neither the said Charles Blount Lord Mountjoy and the Lady Ann his wife John Poulet and Elizabeth his wife Francis Dautry and Blaunch his wife Foulke Greville and Elizabeth his wife nor any of them nor their heirs nor the heirs of any of them should thereafter alien bargain give or sell any of the said castles manors messuages lands tenements and other premises above referred to nor any part or parcel of them nor any other thing do which should be to the hurt or disinheritance of their heirs or of the heirs of any of them or to any of the said remainders but only for the jointure of wife or wives for term of life or lives of any husband that had or should marry any of them or any of the heirs that should be inheritable to any of the same lands and tenements or for term of life of any other person or for years or at will after custom of the manor yielding the true and ancient rent of the same lands or tenements so to him let as is aforesaid but that all and any other act and acts hereafter done or suffered contrary to the true intent of the same Act should be void and of none effect in the law :

(3) By an Act of Parliament passed in the seventh year of the reign of Her Majesty Queen Anne (hereinafter called "the Act of Queen Anne") intituled "An Act to explain a Clause in a Statute made in the Seven and Twentieth Year of the Reign of King Henry the Eighth enabling Tenants in Tail in Possession to make Jointures to Wives and enlarging the same so as Richard Lord Willoughby de Broke and others Tenants in Tail in Possession may make jointures to the Wives of their Eldest Sons or Gandsons" it was enacted that after the first day of May seventeen hundred and nine it should be lawful for the said Richard Lord Willoughby de Broke (who was a descendant of the said Elizabeth and Foulke Greville) and for every other person or persons who by virtue of the Act of Henry the Eighth for the time being should be tenant in tail in possession of all or any of the settled estates by any deed or deeds indented to grant limit or appoint the settled estates or any part or parts thereof to and for the life or lives of any woman or women which such tenant in tail and the heir apparent of such tenant in tail and also the eldest son of such heir apparent for the time being had or should have married or should marry for her or their jointure or jointures in lieu and bar of dower or to add to any jointure before made or to and for the life or lives of any husband or husbands that should marry any tenant in tail or any of the heirs

who should be inheritable to any of the settled estates or to demise or make leases of the settled estates or any part or parts thereof for term of life of any other person or for years or at will after custom of the manor reserving during the continuance of such leases the true and ancient rent of the same lands or tenements so to be let as aforesaid which jointures estates for life demises and leases should not charge incumber or avoid each other but each should take place and effect in such course and order respectively as the same should happen to be made and stand and be in priority of time and not otherwise And it was thereby further enacted and declared that any woman who should thereafter be married to any such tenant in tail or to any heir apparent of any such tenant in tail or to any eldest son of such heir apparent and have any such jointure made or addition thereunto as aforesaid either before or after such marriage of or in any the manors lands and hereditaments aforesaid should not claim or have title to have any dower of the residue of the settled estates but if she had no such jointure then she should be admitted and enabled to pursue have and demand her dower by writ of dower after the due course and order of the common laws of the realm :

(4) Acts of Parliament were passed in the years eighteen hundred and fourteen and eighteen hundred and fifty-four enabling parts of the settled estates to be disposed of and enacting that the net proceeds of sale should be laid out in the purchase of other lands tenements and hereditaments to be settled to the uses and upon the trusts which under the Act of Henry the Eighth were then subsisting and capable of taking effect in respect of the settled estates :

(5) The descendants of the said Elizabeth Greville have in a regular course of succession taken held and enjoyed the settled estates as tenants in tail and John Henry Peyto twentieth Baron Willoughby de Broke is now tenant in tail in possession thereof :

(6) The state of the family of the descendants of the said Elizabeth Greville so far as the same appears material for the purposes of this Act is as follows :—

- (a) Richard eleventh Baron Willoughby de Broke (a descendant of the said Elizabeth Greville) became in due course tenant in tail in possession of the settled estates and died in the year seventeen hundred and eleven having had issue six children and no more four by his first wife Mary namely a son John who predeceased him and of whom no issue is living a son George twelfth Baron Willoughby de Broke a son Thomas who died unmarried a daughter Mary long since dead of whom no issue is living and two by his

second wife Frances namely a son Richard who died unmarried and a daughter Diana who married Sir Charles Shuckburgh baronet and of whom there is issue living:

- (b) The said George twelfth Baron Willoughby de Broke died in the year seventeen hundred and twenty-eight having had issue (beside two sons who died in infancy without issue) four children and no more namely a son Thomas long since dead of whom no issue is living a son Richard thirteenth Baron Willoughby de Broke long since dead of whom no issue is living a son John long since dead who had issue three children and no more namely two daughters Margaret and Sarah both long since dead of whom no issue is living and a son John Peyto fourteenth Baron Willoughby de Broke and a daughter Margaret long since dead of whom no issue is living:
- (c) The said John Peyto fourteenth Baron Willoughby de Broke died in the year eighteen hundred and sixteen having had issue (beside eight other children who all died without issue) three children and no more namely a son John Peyto fifteenth Baron Willoughby de Broke who died in the year eighteen hundred and twenty of whom no issue is living a son Henry Peyto sixteenth Baron Willoughby de Broke who died in the year eighteen hundred and fifty-two of whom no issue is living and a daughter Louisa who married the Reverend Robert Barnard and died in the year eighteen hundred and thirty-five and had issue (beside a son who died in infancy without issue) two children and no more namely a son Robert John Barnard seventeenth Baron Willoughby de Broke and a daughter Louisa long since dead of whom no issue is living:
- (d) The said Robert John seventeenth Baron Willoughby de Broke who took the name of Verney for himself and his issue in the year eighteen hundred and fifty-three (in lieu of Barnard) died in the year eighteen hundred and sixty-two having had issue seven children and no more namely three sons Henry eighteenth Baron Willoughby de Broke Walter Robert Verney and Robert Reynell Verney and four daughters Margaret Louisa (who married Jervoise Smith) Alice Jane (who married Edward William Tritton) Susan Emma (who married Edmund Temple Godman) and Mabel who died in the year nineteen hundred and thirty-seven unmarried:



- (e) The said Henry eighteenth Baron Willoughby de Broke died in the year nineteen hundred and two having had issue six children and no more namely two sons Richard Greville nineteenth Baron Willoughby de Broke and Henry Peyto Verney and four daughters Blanche (who married Michael Granville Lloyd Lloyd-Baker) Patience (who married Basil Hanbury) Katherine who died without having had issue in the year eighteen hundred and ninety-seven and Pamela who died without having had issue in the year eighteen hundred and seventy-eight:
- (f) The said Richard Greville nineteenth Baron Willoughby de Broke died in the year nineteen hundred and twenty-three having had issue one child only namely John Henry Peyto the present and twentieth Baron Willoughby de Broke (hereinafter called "Lord Willoughby de Broke") who was born on the twenty-first day of May eighteen hundred and ninety-six:
- (g) Lord Willoughby de Broke has been married once only namely to Rachel Wrey and has had issue two children only namely a son Leopold David Verney who was born on the fourteenth day of September nineteen hundred and thirty-eight and a daughter Susan Geraldine Verney who was born on the second day of December nineteen hundred and forty-two:
- (h) The said Walter Robert Verney son of the seventeenth Baron Willoughby de Broke died in the year nineteen hundred and twelve having had issue three children and no more namely a son Robert Barnard Verney who was born on the fifth day of November eighteen hundred and eighty-one and is unmarried a son Reynell Henry Verney who was born on the twelfth day of January eighteen hundred and eighty-six and is married but has no issue and a daughter Clare who was born on the first day of June eighteen hundred and eighty-seven and is unmarried:
- (i) The said Robert Reynell Verney son of the seventeenth Baron Willoughby de Broke died in the year eighteen hundred and seventy-two a bachelor:
- (j) The said Margaret Louisa Smith daughter of the seventeenth Baron Willoughby de Broke died in the year nineteen hundred and twenty having had issue one child only namely a daughter Dorothy Anne Smith who was born on the twenty-ninth day of March eighteen hundred and eighty-three and is unmarried:
- (k) The said Alice Jane Tritton daughter of the seventeenth Baron Willoughby de Broke died in the year eighteen

hundred and eighty-two having had issue (beside two sons who died without issue) two children and no more namely a son Oswald Tritton who was born on the twenty-eighth day of July eighteen hundred and seventy-five and is married but has no issue and a daughter Claude who was born on the eighteenth day of September eighteen hundred and eighty-one and is unmarried:

- (l) The said Susan Emma Godman daughter of the seventeenth Baron Willoughby de Broke died in the year nineteen hundred and forty-one having had issue one child only namely a son John Godman who was born on the ninth day of May eighteen hundred and eighty-six and is unmarried:
- (m) The said Henry Peyto Verney son of the eighteenth Baron Willoughby de Broke died in the year eighteen hundred and ninety-three a bachelor:
- (n) The said Blanche Lloyd-Baker daughter of the eighteenth Baron Willoughby de Broke died in the year nineteen hundred and forty-seven having had issue three children and no more namely Hylda Blanche Lloyd Lloyd-Baker who died unmarried in the year nineteen hundred and sixteen a daughter Olive Katherine Lloyd Lloyd-Baker who was born on the fifteenth day of August nineteen hundred and two and is unmarried and a daughter Audrey Pamela Lloyd Lloyd-Baker who was born on the eighth day of May nineteen hundred and eight and is unmarried:
- (o) The said Patience Hanbury daughter of the eighteenth Baron Willoughby de Broke has had issue one child only namely a son Harold Greville Hanbury who was born on the nineteenth day of June eighteen hundred and ninety-eight and is married but has no issue:
- (p) All the persons hereinbefore in this recital mentioned were descended from Foulke fourth Baron Willoughby de Broke the eldest son of the said Elizabeth and Foulke Greville:
- (q) There is issue living of Robert Greville the second son of the said Elizabeth and Foulke Greville:

(7) There is no person now entitled in possession to any jointure payable out of the settled estates or any part thereof nor are there any charges or other incumbrances upon the settled estates or any part thereof or the income of the same:

(8) The name of the only person contingently entitled to a jointure payable out of the settled estates and particulars of such jointure are set out in the First Schedule to this Act:



(9) The settled estates now consist of or are represented by the land shortly described in Part I of the Second Schedule to this Act and the investments and cash specified in Part II of that schedule:

(10) By virtue of the vesting deeds particulars of which are contained in the Third Schedule to this Act the legal estate in all the said land shortly described in Part I of the Second Schedule to this Act is vested as regards freehold lands in fee simple and as regards leasehold lands for the residue of the terms for which the same are respectively held in Lord Willoughby de Broke upon the trusts and subject to the powers and provisions upon and subject to which the same ought to be held under and by virtue of the settlement effected by the Act of Henry the Eighth as explained and extended by the Act of Queen Anne:

(11) All the investments and cash specified in Part II of the Second Schedule to this Act stand in the names of Charles Frederick Cunningham-Jardine and Percy Leslie Malins Wright who are the present trustees for the purposes of the Settled Land Act 1925 of the said settlement:

(12) By reason of the provisions contained in the Act of Henry the Eighth no person can bar the entail of the settled estates or make any provision by way of portions or otherwise for his or her younger children and it is expedient that an end should be put to the perpetual entail imposed by the Act of Henry the Eighth so far as it relates to the settled estates:

(13) It is further expedient in order to preserve as far as possible the existing interests of the persons beneficially interested in the settled estates under the aforementioned Acts and at the same time to give proper scope for making provision by portions or otherwise for the younger children of such persons and to remove the danger inherent in the existing power of charging jointures of unlimited amount upon the settled estates that the settled estates shall henceforth be held upon such trusts and with and subject to such powers and provisions as are in this Act provided:

(14) It is further expedient for the better and more convenient management of the settled estates that the trustees should have the powers set forth in this Act:

(15) The objects of this Act cannot be attained without the authority of Parliament:

Therefore Your Majesty's most dutiful and loyal subject John Henry Peyto Baron Willoughby de Broke does most humbly beseech Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons

in this present Parliament assembled and by the authority of the same as follows (that is to say):—

1. This Act may be cited as the Willoughby de Broke Estate Short title. Act 1956.

2. In this Act unless the context otherwise requires the following Interpretation. expressions have the meanings hereby assigned to them respectively (that is to say):—

- (1) “ the Act of Henry the Eighth ” means the recited Act of the twenty-seventh year of the reign of King Henry the Eighth ;
- (2) “ the Act of Queen Anne ” means the recited Act of the seventh year of the reign of Queen Anne ;
- (3) “ the parliamentary settlement ” means the settlement made and subsisting by the joint effect of the Act of Henry the Eighth so far as it relates to the settled estates and the Act of Queen Anne ;
- (4) “ the settlement ” means the settlement effected by section 4 (Settlement of the settled estates) of this Act ;
- (5) “ Lord Willoughby de Broke ” means John Henry Peyto the present and twentieth Baron Willoughby de Broke ;
- (6) “ the Hon. David Verney ” means Leopold David Verney the son of Lord Willoughby de Broke ;
- (7) “ the Hon. Susan Verney ” means Susan Geraldine Verney daughter of Lord Willoughby de Broke ;
- (8) “ the trustees ” means the said Charles Frederick Cunningham-Jardine and Percy Leslie Malins Wright and shall where the context permits include the survivor of them and other the trustees or trustee for the time being of the settlement ;
- (9) “ the settled estates ” has the meaning assigned to it in paragraph (1) of the preamble to this Act.

3. The settled estates shall henceforth cease to be subject to the parliamentary settlement and accordingly the Act of Henry the Eighth and the Act of Queen Anne shall cease to apply to the settled estates or any part thereof and the jointure rentcharge particulars of which are contained in the First Schedule to this Act shall not in any event become payable. Acts of  
27 Henry 8  
and  
7 Queen Anne  
to cease  
to apply.

4. Lord Willoughby de Broke shall henceforth stand possessed of all the land shortly described in Part A of Part I of the Second Schedule to this Act for all the estates so vested in him as hereinbefore recited discharged from all the entailed interest therein of Lord Willoughby de Broke under the parliamentary settlement and from all estates rights interests and powers to Settlement of  
the settled  
estates.

take effect after the determination or in defeasance of such entailed interests but upon the trusts and with and subject to the powers and provisions declared and contained concerning the same in the Fourth Schedule to this Act and the land shortly described in Part B of Part I of the said Second Schedule and all other (if any) part or parts of the settled estates now vested in Lord Willoughby de Broke shall forthwith and by virtue of this Act vest for all the estates therein now vested in Lord Willoughby de Broke so discharged as aforesaid in the trustees as statutory owners for the purposes of the Settled Land Act 1925 upon the trusts and with and subject to the powers and provisions declared and contained concerning the same in the said Fourth Schedule.

Trusts of  
investments.

5. The trustees shall stand possessed of the investments and cash specified in Part II of the Second Schedule to this Act as capital moneys of the settlement hereby effected of the land shortly described in Part A of Part I of the same schedule.

Trustees to be  
trustees for  
Settled Land  
Act 1925 and  
to have  
additional  
powers.

6.—(1) The trustees shall be the trustees of the settlement for all purposes including those of the Settled Land Act 1925.

(2) The trustees shall in respect of the settlement have the powers set forth in the Fifth Schedule to this Act in extension of the powers conferred on them by the Settled Land Act 1925.

General  
saving.

7. Saving always to the Queen's most Excellent Majesty her heirs and successors and to all persons and bodies politic and corporate and their respective heirs successors executors and administrators (other than and except the persons mentioned in section 8 (Exception from general saving) of this Act) all such estates right title interest claim and demand whatsoever of in to or out of the property for the time being subject to the parliamentary settlement as they or any of them had before the passing of this Act or would or might have enjoyed if this Act had not been passed.

Exception  
from general  
saving.

8. The following persons are excepted from the general saving aforesaid (that is to say):—

- (1) Lord Willoughby de Broke ;
- (2) The Hon. David Verney ;
- (3) The Hon. Susan Verney ;
- (4) The said Olive Katherine Lloyd Lloyd-Baker ;
- (5) The said Audrey Pamela Lloyd Lloyd-Baker ;
- (6) The said Patience Hanbury ;
- (7) The said Harold Greville Hanbury ;
- (8) The said Robert Barnard Verney ;
- (9) The said Reynell Henry Verney ;

- (10) The said Clare Verney ;
- (11) The said Dorothy Anne Smith ;
- (12) The said Oswald Tritton ;
- (13) The said Claude Tritton ;
- (14) The said John Godman ;
- (15) Rachel Lady Willoughby de Broke the wife of Lord Willoughby de Broke ;
- (16) Any persons Lord Willoughby de Broke may hereafter marry ;
- (17) The child or children hereafter born of Lord Willoughby de Broke ;
- (18) Any other person or persons in whose favour the settled estates or any part thereof might but for the operation of this Act hereafter be charged with any yearly rent-charge by way of jointure or otherwise by virtue of the Act of Henry the Eighth and the Act of Queen Anne or either of such Acts ;
- (19) All others the heirs of the body of the said Elizabeth Greville ;
- (20) All others the heirs of the body of Robert Second Baron Willoughby de Broke (in the Act of Henry the Eighth referred to as Robert Willoughby knight late Lord Broke) and all others his right heirs ;
- (21) Charles Frederick Cunningham-Jardine and Percy Leslie Malins Wright and other the persons for the time being trustees of the parliamentary settlement for the purposes of the Settled Land Act 1925.

9. This Act shall not be a public Act but shall be printed by the several printers to the Queen'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 to evidence thereof by all judges justices and others. Act not public  
but to be  
evidence.



**SCHEDULES**  
**FIRST SCHEDULE**  
**JOINTURE RENTCHARGE**

Person entitled to jointure or rentcharge during her life	Yearly amount	Document appointing		
		Date	Description	Parties
Rachel Lady Willoughby de Broke.	If she survives Lord Willoughby de Broke a yearly rentcharge of such a sum in every year as after the deduction of income tax for the time being payable in respect thereof will leave a clear sum of £1,500.	4th October 1933	Appointment and charge	Lord Willoughby de Broke (1) Rachel Lady Willoughby de Broke (2) Sir Walter Raymond Greene Sir Thomas Comyn Platt and Charles Frederick Cunningham-Jardine (3)

## SECOND SCHEDULE

## PART I

PART A LAND TO BE SETTLED BY PARAGRAPH 1 OF THE  
FOURTH SCHEDULE

## 1. Freehold agricultural property in the county of Warwick

Agricultural property	Tenant	A. R. P.
Woodley House gardens and stables.	Lord Willoughby de Broke	2 1 34
Paddocks and stables ... ..	" " "	6 0 37
Fox Cottage and garden ... ..	" " "	- - -
2 gardeners' cottages ... ..	" " "	- - -
Groom's cottage ... ..	" " "	- - -
Walton Farm Kington ... ..	J. Mould ... ..	187 0 0
Red House Farm Little Kington (including Long Ends Fields).	In hand ... ..	92 0 0
Part Thistle and Battle Farms Kington.	E. L. White ... ..	96 0 0

2. Leasehold property comprising No. 23 Gilbert Street Grosvenor Square in the county of London held under a lease dated the twenty-fourth day of December nineteen hundred and twelve having of its original term forty-five and three-quarter years unexpired as from Christmas nineteen hundred and fifty-four at a rent of ninety pounds per annum.

3. The following freehold properties:—

- (a) 3 and 5 Crouch End Hill Hornsey in the county of London ;
- (b) 5 and 6 Castle Terrace Muswell Hill in the county of Middlesex ;
- (c) 1 2 3 4 5 and 6 Claybury Broadway Ilford in the county of Essex ;
- (d) 469 and 471 Upper Richmond Road East Sheen in the county of Surrey.

2ND SCH.  
—cont.PART B LAND TO BE SETTLED BY PARAGRAPH 2 OF THE  
FOURTH SCHEDULE

## 1. Freehold agricultural property in the county of Warwick

Agricultural property	Tenant	A.	R.	P.
The Farm Kineton ... ..	R. Mould ... ..	292	1	0
Keeper's Lodge Chesterton ...	The keeper ... ..	—	—	—
Osier beds and carpenter's shop Kineton.	In hand ... ..	2	0	16
Estate yard Chesterton ... ..	" " ... ..	1	1	19
Estate yard Kineton ... ..	" " ... ..	1	0	14
3 cottages Lighthorne ... ..	" " ... ..	—	—	—
Estate Lodge and Estate Office Kineton.	" " ... ..	—	—	—
Castle Farm Gaydon ... ..	J. H. Checkley ... ..	261	0	21
Green Farm Chesterton ... ..	R. B. Dyson ... ..	316	0	12
Lodge Farm Chesterton... ..	O. A. Greenslade ... ..	358	2	38
Bunkers Hill Chesterton ... ..	" " " ... ..	177	1	0
Cottage Humble Bee ... ..	" " " ... ..	—	—	—
Windmill Farm Chesterton ... ..	L. Hassell ... ..	291	2	12
Harwood's House Chesterton ...	Mrs. Lean ... ..	228	2	13
Cottage Chesterton ... ..	" " ... ..	—	—	—
Red House Farm Chesterton ... ..	A. G. Malsbury ... ..	258	2	9
School House Chesterton ... ..	" " " ... ..	—	—	—
Kingston Manor Chesterton ... ..	F. Neal ... ..	355	0	20
Kingston Holt Lighthorne ... ..	F. Neal (Jnr.) ... ..	142	2	24
Kingston Fields Lighthorne ... ..	J. Turner ... ..	155	1	13
Chesterton Fields ... ..	M. J. Thorne ... ..	311	0	33
Cottage ... ..	" " " ... ..	—	—	—
Kingston Farm ... ..	A. J. Westland ... ..	249	2	21
Cottage ... ..	" " " ... ..	—	—	—

Agricultural property	Tenant				A. R. P.		
					A.	R.	P.
Kingston Grange ... ..	F. B. H. White ... ..	221	1	9			
Ewefield Farm ... ..	C. H. Warhurst ... ..	322	2	28			
Hill Farm Watergall ... ..	B. T. Warner ... ..	244	0	34			
Park Piece buildings ... ..	Faulkner and Sons ... ..	-	-	-			
7 Cottages Kineton ... ..	In hand ... ..	-	-	-			
8 Cottages Little Kineton ... ..	" " ... ..	-	-	-			
Cottage and laundry Little Kineton.	" " ... ..	-	-	-			
7 cottages and forge Chesterton	" " ... ..	-	-	-			
Park House Kineton ... ..	" " ... ..	-	-	-			
Walton House and paddock Kineton.	" " ... ..	2	0	0			
Sweet shop in Southam Street Kineton.	—	-	-	-			
Dwelling-house in Market Place Kineton.	—	-	-	-			
Disused corn mill and cottage Chesterton.	—	-	-	-			
Working Men's Conservative Club Kineton.	—	-	-	-			
Fire Brigade engine house ...	—	-	-	-			
Allotments in Castle Hill and Banbury Road Kineton.	—	16	2	30			
Playing field ... ..	Kineton Parish Council ...	4	0	0			
Laundry garden Little Kineton...	—	0	15	0			
Cricket field ... ..	Athletic Club ... ..	3	3	6			
Stocks meadow ... ..	L. Tompkins ... ..	5	3	22			
Allotment Chesterton ... ..	F. Crump ... ..	1	2	0			
Coal pit Leys ... ..	W. Pargetter ... ..	1	0	36			
Woodlands Chesterton Parish ...	In hand ... ..	166	2	13			
„ Lighthorne Parish ...	" " ... ..	1	0	19			
„ Burton Dasset Parish	" " ... ..	19	2	15			

2ND SCH.  
—cont.



2ND SCH.  
—cont.

Agricultural property	Tenant				A. R. P.
Woodlands Gaydon Parish ...	In hand	...	...	...	7 2 0
„ Watergall Parish ...	„	„	...	...	12 2 16
„ Kineton Parish ...	„	„	...	...	0 1 36

2. Freehold property in the county of London—  
St. Martin's Theatre Bloomsbury.

## PART II

INVESTMENTS AND CASH TO BE SETTLED BY PARAGRAPH 1 OF THE  
FOURTH SCHEDULE

## INVESTMENTS—

£46,300 Savings 2½ per cent. Bonds 1964/67.

£6,000 Savings 3 per cent. Bonds 1960/70.

## CASH—

£209 8s. 10d.

**THIRD SCHEDULE**  
**VESTING DEEDS**

Date	Parties	Description of document	Description of property
1st May 1926 ...	Sir Walter Raymond Greene Bart. Sir Thomas Comyn Platt Knt. Charles Frederick Cunningham-Jardine (then and therein called Charles Frederick Cunningham (1) Lord Willoughby de Broke (2)	Principal vesting deed	All the freehold property in the county of Warwick mentioned in the Second Schedule to this Act (except Red House Farm referred to below) and other property since disposed of.
12th July 1944...	Ethel Wallace Service (1) Leonard Smith (2) Charles Frederick Cunningham-Jardine Harold Stanley Cayzer (3) Lord Willoughby de Broke (4)	Subsidiary vesting deed	Nos. 5 & 6 Castle Terrace Muswell Hill in the county of Middlesex.
21st November 1946 ...	Henry Weston Wells Geoffrey Weston Wells (1) Charles Frederick Cunningham-Jardine Harold Stanley Cayzer (2) Lord Willoughby de Broke (3)	Subsidiary vesting deed	469/471 Upper Richmond Road in the county of Surrey.
17th December 1946 ...	Beverley Estates Limited (1) Ronald Dudley Read (2) Charles Frederick Cunningham-Jardine Harold Stanley Cayzer (3) Lord Willoughby de Broke (4)	Subsidiary vesting deed	1 2 3 4 & 6 Claybury Broadway Ilford in the county of Essex.
26th January 1948 ...	Land Registry Certificate of Title No. M.X. 84955 ...	Subsidiary vesting deed	Nos. 3 & 5 Crouch End Hill Hornsey in the county of Middlesex.
13th October 1952 ...	Frank Henry Simmonds (1) Charles Frederick Cunningham-Jardine Percy Leslie Malins Wright (2) Lord Willoughby de Broke (3)	Subsidiary vesting deed	Red House Farm Little Kington in the county of Warwick comprising 64.961 acres.
23rd August 1955 ...	Frank Summers (1) New College London (2) Charles Frederick Cunningham-Jardine and Percy Leslie Malins Wright (3) Lord Willoughby de Broke (4)	Subsidiary vesting deed	5 Claybury Broadway Ilford in the county of Essex.

## FOURTH SCHEDULE

## SETTLEMENT OF SETTLED ESTATES

Trusts powers and provisions upon with and subject to which are to be held the property mentioned in section 4 (Settlement of the settled estates) and section 5 (Trusts of investments) of this Act and all investments and property for the time being representing the said property (that is to say):—

1. The land shortly described in Part A of Part I of the Second Schedule to this Act and the investments and cash specified in Part II of the same schedule (all of which last-mentioned land investments and cash and any other property from time to time representing the same are hereinafter referred to as "the A settlement property") shall be held upon the trusts and with and subject to the powers and provisions following and so that such investments and cash shall be deemed to be capital moneys for the purposes of the Settled Land Act 1925 of the settlement effected by this paragraph (that is to say):—

(a) upon trust to raise and pay thereout the sum of seventy-five thousand pounds to Lord Willoughby de Broke for his own use and benefit ;

(b) subject thereto upon trust for Lord Willoughby de Broke during his life with power for Lord Willoughby de Broke if he shall attain the age of sixty years at any time and from time to time to appoint by deed or deeds that there shall be raised and paid to him thereout for his own use and benefit such further sum or sums as he shall so appoint :

Provided always that the sum or sums so appointed shall not exceed in the aggregate—

(i) unless he shall attain the age of sixty-five years fifteen thousand pounds ;

(ii) unless he shall attain the age of seventy years thirty thousand pounds ;

(iii) unless he shall attain the age of seventy-five years thirty-seven thousand five hundred pounds ;

(iv) in any event forty-five thousand pounds ;

(c) subject to the foregoing trusts and powers—

(i) upon trust for the first and other sons of the Hon. David Verney who shall attain the age of twenty-one years or shall marry under that age successively and according to seniority in tail general with remainder ;

(ii) upon trust for all the daughters of the Hon. David Verney who shall attain the age of twenty-one years or shall marry under that age in equal shares as tenants in common in tail general with cross remainders between them as well as to accruing as to original shares in tail general and if there shall be but one such daughter then as to the entirety upon trust for such daughter in tail general with remainder ;

(iii) upon trust for the first and other sons of the Hon. Susan Verney who shall attain the age of twenty-one years or shall marry under that age successively and according to seniority in tail general with remainder ;

(iv) upon trust for all the daughters of the Hon. Susan Verney who shall attain the age of twenty-one years or shall marry under that age in equal shares as tenants in common in tail general with cross remainders between them as well as to accruing as to original shares in tail general and if there shall be but one such daughter then as to the entirety upon trust for such daughter in tail general ;

(d) Lord Willoughby de Broke shall have power at any time or times by deed or deeds revocable or irrevocable or by will or codicil to appoint that the whole or any part or parts of the income of the A settlement property accruing during the period between the death of Lord Willoughby de Broke and the vesting in possession of a fee tail estate under this paragraph in any child or children of the Hon. David Verney or the Hon. Susan Verney or the failure or determination of the trusts declared by sub-paragraphs (a) (b) and (c) of this paragraph shall be paid to or for the benefit of one or more of the issue then living of Robert John seventeenth Baron Willoughby de Broke for such period or periods and upon such terms and conditions as Lord Willoughby de Broke shall so appoint and in default of and subject to any appointment under the last foregoing power the income of the A settlement property accruing during the last mentioned period shall notwithstanding anything hereinbefore contained be applied whenever there shall be no issue of either the Hon. David Verney or the Hon. Susan Verney in existence as though the same were income of the property hereinafter defined as the B settlement property ;

(e) Subject to the foregoing trusts and powers and to all powers conferred by law and to any and every exercise of any such powers Upon the trusts and with and subject to the powers and provisions declared and contained in paragraph 2 of this Schedule as an accretion to the property therein called the B settlement property but not so as to increase or multiply charges or powers of charging.

2.—(1) The land shortly described in Part B of Part I of the Second Schedule to this Act (all of which land and any other property from time to time representing the same after payment thereof of the costs and expenses next mentioned are hereinafter referred to as "the B settlement property") shall be held upon trust to raise and pay thereout the costs charges and expenses of all parties concerned of and incidental to the negotiations for preparation of and applying for and obtaining this Act and of carrying the same into effect and subject thereto upon the trusts and with and subject to the powers and provisions following (that is to say):—

(a) upon trust if the Hon. David Verney shall attain the age of twenty-one years or marry under that age for the Hon. David Verney during his life ;



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—cont.

- (b) subject thereto upon trust for the first and other sons of the Hon. David Verney successively and according to seniority in tail general with remainder ;
- (c) upon trust for all the daughters of the Hon. David Verney in equal shares as tenants in common in tail general with cross remainders between them as well as to accruing as to original shares in tail general and if there shall be but one such daughter then as to the entirety upon trust for such daughter in tail general with remainder ;
- (d) upon trust for each other son of Lord Willoughby de Broke who shall attain the age of twenty-one years or marry under that age successively and according to seniority in tail general with remainder ;
- (e) upon trust for all the daughters of Lord Willoughby de Broke who shall attain the age of twenty-one years or marry under that age in equal shares as tenants in common in tail general with cross remainders between them as well as to accruing as to original shares in tail general and if there shall be but one such daughter then as to the entirety upon trust for such daughter in tail general :

Provided always that notwithstanding anything hereinbefore contained the B settlement property or any share thereof whether original or accruing which but for this proviso would be held in trust for the Hon. Susan Verney in tail general shall be held in trust for her for life only with remainder upon trust for her first and other sons successively and according to seniority in tail general with remainder upon trust for all the daughters of the Hon. Susan Verney in equal shares as tenants in common in tail general with cross remainders between them as well as to accruing as to original shares in tail general and if there be but one daughter of the Hon. Susan Verney then as to the entirety upon trust for such daughter in tail general with remainder upon the trusts applicable to the shares of the other daughters (if any) of Lord Willoughby de Broke who shall attain the age of twenty-one years or marry under that age.

(2) In the event that the trusts hereinbefore declared in respect of the B settlement property shall fail or determine then subject to the foregoing trusts powers and provisions and to any powers conferred by law and to any and every exercise of any such powers the B settlement property shall be held—

- (a) as to one moiety of the B settlement property upon trust for the said Olive Katherine Lloyd Lloyd-Baker and the said Audrey Pamela Lloyd Lloyd-Baker in equal shares during their respective lives and after the death of each of them the said Olive Katherine Lloyd Lloyd-Baker and Audrey Pamela Lloyd Lloyd-Baker upon trust as regards her share for her first and other sons successively and according to seniority in tail general with remainder upon trust for all her daughters in equal shares as tenants in common in tail general with cross remainders between them as well as to

accruing as to original shares in tail general and if there shall be but one daughter then as to the entirety of such share upon trust for such daughter in tail general with remainder upon the trusts declared in respect of the other share of the said moiety with remainder upon failure of all the trusts hereinbefore declared in respect of the said moiety upon the trusts hereinafter declared in respect of the other moiety of the B settlement property ;

- (b) as to the other moiety of the B settlement property upon trust for the said Patience Hanbury during her life with remainder to the said Harold Greville Hanbury during his life with remainder to the first and other sons of the said Harold Greville Hanbury successively and according to seniority in tail general with remainder to all the daughters of the said Harold Greville Hanbury as tenants in common in tail general with cross remainders between them as well as to accruing as to original shares in tail general and if there shall be but one daughter of the said Harold Greville Hanbury then as to the entirety upon trust for such daughter in tail general with remainder upon failure of all the trusts hereinbefore declared in respect of the last-mentioned moiety upon the trusts hereinbefore declared in respect of the first mentioned moiety of the B settlement property.

(3) In the event that all the trusts hereinbefore declared in respect of the B settlement property shall fail or determine then subject to the foregoing trusts powers and provisions and to any powers conferred by law and to any and every exercise of any such powers the B settlement property shall be held—

- (a) upon trust for the said Robert Barnard Verney during his life with remainder ;
- (b) upon trust for the first and other sons of the said Robert Barnard Verney successively and according to seniority in tail general with remainder ;
- (c) upon trust for all the daughters of the said Robert Barnard Verney in equal shares as tenants in common in tail general with cross remainders between them as well as to accruing as to original shares in tail general and if there shall be but one daughter then as to the entirety upon trust for such daughter in tail general with remainder ;
- (d) upon trust for the said Reynell Henry Verney during his life with remainder ;
- (e) upon trust for the first and other sons of the said Reynell Henry Verney successively and according to seniority in tail general with remainder ;
- (f) upon trust for all the daughters of the said Reynell Henry Verney in equal shares as tenants in common in tail general with cross remainders between them as well as to accruing as to original shares in tail general and if there shall be but one daughter then as to the entirety upon trust for such daughter in tail general with remainder ;
- (g) upon trust for the said Clare Verney during her life.

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—cont.

(4) In the event that all the trusts hereinbefore declared in respect of the B settlement property shall fail or determine—

(a) As to one-third part thereof upon trust for the said Dorothy Anne Smith during her life and after the death of the said Dorothy Anne Smith as to one-half of the said one-third part upon the trusts hereinafter declared as to the second one-third part and as to the other half thereof upon the trusts hereinafter declared as to the third one-third part ;

(b) As to the second one-third part thereof—

(i) upon trust for the said Oswald Tritton during his life with remainder ;

(ii) upon trust for the first and other sons of the said Oswald Tritton successively and according to seniority in tail general with remainder ;

(iii) upon trust for all the daughters of the said Oswald Tritton in equal shares as tenants in common in tail general with cross remainders between them as well as to accruing as to original shares in tail general and if there shall be but one daughter then as to the entirety upon trust for such daughter in tail general with remainder ;

(iv) upon trust for the said Claude Tritton during her life with remainder ;

(v) upon trust as to one-half thereof for the said Dorothy Anne Smith during her life and subject thereto as to the entirety thereof upon the trusts hereinafter declared as to the third one-third part ;

(c) As to the third one-third part thereof—

(i) upon trust for the said John Godman during his life with remainder ;

(ii) upon trust for the first and other sons of the said John Godman successively and according to seniority in tail general with remainder ;

(iii) upon trust for all the daughters of the said John Godman in equal shares as tenants in common in tail general with cross remainders between them as well as to accruing as to original shares in tail general and if there shall be but one daughter then as to the entirety upon trust for such daughter in tail general with remainder upon the trusts declared as to the said second one-third part.

(5) In the event that all the trusts hereinbefore in this clause declared in respect of the B settlement property shall fail or determine then subject to the foregoing trusts powers and provisions and to any powers conferred by law and to any and every exercise of such powers the B settlement property shall be held upon trust for the heir or heirs of the body of the said Elizabeth Greville for the time being in tail general with remainder in trust for the heirs of the body of the said Robert Willoughby Lord Broke in tail general with remainder in trust for the right heirs of the said Lord Broke.



3. Every life interest under the foregoing trusts shall be without impeachment of waste.

4. Provided always that it shall be lawful for Lord Willoughby de Broke and for each person hereby made tenant for life of the B settlement property or any share thereof either before or after he or she shall be entitled thereto in possession (but subject to all interests and powers having priority to or overreaching his or her life interest) at any time or times either before or after his or her marriage or re-marriage to exercise in manner hereinafter mentioned the following powers respectively (that is to say):—

(a) Being male a power by any deed or deeds revocable or irrevocable or by will or codicil to appoint to or for the benefit of any woman who shall be his wife at his death during the remainder of her life after his death or any less period and subject to any conditions or restrictions which he may think fit an annuity or annuities not exceeding in all (in the case of Lord Willoughby de Broke or any person hereby made tenant for life of the whole of the B settlement property) the yearly sum of three thousand pounds or (in the case of any person hereby made tenant for life of a share only of the B settlement property) a yearly sum bearing the same proportion to three thousand pounds as such share shall bear to the whole of the B settlement property (free from all death duties and deductions other than income tax) such annuity or annuities to be charged upon all or any part or parts of the B settlement property or of the share thereof of which the appointor shall be tenant for life (as the case may be) and to be payable at such times and in such manner as the person appointing the same shall direct:

(b) A power by any deed or deeds revocable or irrevocable or by will or codicil to charge all or any part or parts of the B settlement property or the share thereof of which the appointor shall be tenant for life (as the case may be)—

(i) with the payment for the portion or portions of the younger child or children of the person exercising this power (meaning thereby throughout this paragraph any child or children of such person who being male shall attain the age of twenty-one years or being female shall attain that age or marry other than any and every child who being a son before he shall attain the age of twenty-one years or being a daughter before she shall attain that age or marry shall or would if of full age be or become indefeasibly entitled whether in possession or remainder under the settlement hereby effected of the B settlement property to the first entailed interest in the B settlement property or any share thereof expectant on the death of the person exercising this power) or the issue of any such younger child or children (due regard being had to the law concerning remoteness) of any sum not exceeding in the different events specified in the Sixth Schedule to this Act the respective sums mentioned in the same schedule

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—cont.

free from all death duties and deductions such sum to be vested in such younger child or children or issue or all or any one or more of them at such age or time or respective ages or times and with such future or other trusts for the benefit of such younger child or children or issue and upon such conditions with such restrictions and in such manner and if more than one in such shares and to be subject to such powers of appointment exercisable by the person exercising this power or any other person or persons and to such provisions for the maintenance education or advancement of any such younger child or children or issue at the discretion of any trustees or trustee or otherwise and to such other powers and provisions for the benefit of such younger child or children or issue as the person exercising this power shall in the instrument creating the charge direct ;

(ii) with such annual sum as the person exercising this power shall in the instrument creating the charge direct not exceeding the amount of interest at the rate of four per centum per annum on the expectant portion or portions for the time being of any child or children or issue of such person such annual sum to be free from all death duties and deductions and to begin from such time or times and to be applied in such manner at the direction of any trustees or trustee or otherwise for the maintenance education or benefit of the child or children or issue for the time being entitled in expectancy to a portion or portions or of any one or more of them as the person exercising this power shall in such instrument direct ;

(iii) with the payment at any time or times of such part or parts not exceeding altogether one moiety of the then expectant or presumptive or vested portion of any child or issue of the person exercising this power as such person during his or her life or any trustees or trustee after his or her death shall in his or her or their discretion think fit and so that the person exercising this power may direct the same to be paid or applied for the advancement or benefit of the said child or issue in such manner as such person during his or her life or such trustees or trustee after his or her death shall think fit but so that no advance so made shall be taken into account in determining the total amount to be raised for portions under this power as aforesaid unless the child or issue for whose benefit such advance shall be made or his or her parent shall be or become a younger child or unless but for this present proviso more than the net sum of forty thousand pounds would be raisable under this power for portions and advancement of or to any children or issue of the person exercising this power in which latter event so much of the sum raisable for portions as shall form the excess shall sink into the premises charged therewith and shall not be raised.



5. Provided further that—

(a) no charge to be made by any person under any power conferred by paragraph 4 hereof shall take effect unless and until either the person making the same shall be or become or some issue of such person shall become (or if of full age would have become) entitled to the B settlement property or some share thereof in possession under the foregoing trusts ;

(b) the B settlement property shall not by virtue of any charges to be made under the respective powers in paragraph 4 hereof—

(i) be at any time subject to the payment of an annuity or annuities created under sub-paragraph (a) of paragraph 4 hereof exceeding in the whole five thousand pounds per annum free from all death duties and deductions other than income tax ; or

(ii) ultimately become subject to the payment of any principal sums for portions or advancement exceeding in all eighty thousand pounds free from all death duties and deductions ;

so that if by the exercise of the same respective powers the B settlement property or any part or parts thereof would but for this proviso have been charged with the payment of annuities or principal sums to a larger aggregate amount than aforesaid then the charge or charges occasioning such excess shall to the extent of such excess (but as to annuities only during the continuance of such excess) sink into the premises charged therewith and not be raisable. And the said annuities and principal sums respectively shall have priority according to the order of the interests as life tenants or persons having life interests of the persons by whom the same shall respectively be charged.

6. The trustees shall be trustees for all purposes (including those of the Settled Land Act 1925) of this settlement and during the lifetime of Lord Willoughby de Broke the statutory power of appointing new trustees of the said settlement shall be exercisable only with his consent in writing.

7. The trustees shall have the further powers set out in the Fifth Schedule to this Act.

## FIFTH SCHEDULE

FURTHER POWERS FOR THE TRUSTEES FOR THE PURPOSES OF THE  
SETTLED LAND ACT 1925

1. Any capital moneys subject to the trusts affecting any part of the A settlement property or the B settlement property arising under the Settled Land Act 1925 or deemed to be or to represent capital money so arising may be invested by the trustees in addition to the modes of investment or application authorised by the Settled Land Act 1925 in any of the following modes:—

- (1) In or upon loans funds bonds notes annuities debentures debenture stock shares and stock (whether ordinary shares or stock or of any other class but excluding securities not fully paid) of any company or corporation incorporated by or under the law (whether by or under general or special enactment or by charter) of the United Kingdom or any British dominion or colony or of any other state or territory being a member or part of the Commonwealth or of any state province or other part thereof;
- (2) In payment for any improvement authorised by the Settled Land Act 1925 without requiring any part of the costs thereof to be replaced by instalments out of income or otherwise and in the case of improvements referred to in paragraph (iv) of subsection (1) of section 73 of that Act whether the land be let or in hand;
- (3) In the purchase of any farming stock whether live or dead such farming stock to be vested in the trustees and to be held upon the trusts and with and subject to the powers and provisions hereinafter declared concerning the same (that is to say):—

(a) to sell the same at any time or from time to time at the request or with the consent in writing of the person for the time being entitled to possession of the A settlement property or the B settlement property (as the case may be) and to stand possessed of the net proceeds to arise from any such sale upon the like trusts and subject to the like powers and provisions as if the same were capital moneys which had actually arisen under the Settled Land Act 1925 from the settled land;

(b) to permit the persons for the time being entitled to possession of the A settlement property or the B settlement property (as the case may be) to take and keep possession of any such live or dead stock for the time being remaining unsold and to use the same in farming or cultivating any farm or farms or lands forming part of the settled estates and for the time being in the occupation of such persons;

(c) the trustees shall not be responsible or accountable for any wastage or depreciation in value or loss or damage of or to any such live or dead stock provided that the trustees may require the same to be kept insured against loss or damage by fire theft or other casualties to the full value thereof so far as the same or any of them are capable of being so insured.

2. The trustees may at their discretion at the request of any persons for the time being entitled to possession of the A settlement property or the B settlement property (as the case may be) if he or she shall be desirous of stocking and cultivating any arable or pasture land forming part of the settled estates for the time being in his or her occupation or of using any such land for the time being in his or her occupation for the business of a nursery garden apply capital money in advancing the sum or sums (if any) which in the opinion of the trustees is or are required for such purpose but so that the money advanced shall be repaid by such instalments as the trustees may reasonably require and shall be secured by the personal covenant or promissory note of the borrower either with or without any other security and in any such case (if the said land shall be comprised in the settlement under which the borrower shall then be entitled in possession) the borrower shall (but only for the period of his or her life) as between himself or herself and the other persons entitled to the A settlement property or the B settlement property (as the case may be) be treated as a tenant of the said land and shall be entitled on ceasing to occupy the same to be treated as an outgoing tenant and to be paid such compensation as a tenant would be entitled to under the Agricultural Holdings Act 1948 or any Act amending or re-enacting the same on the determination of his or her tenancy as if the improvements (if any) made by him or her being improvements specified in the Third or Fourth Schedule to the Agricultural Holdings Act 1948 had been made respectively with the consent of or after notice to the landlord and such compensation shall be charged on the said land with interest thereon at the rate of four pounds per centum per annum payable half-yearly :

Provided always that the trustees may allow any money so advanced as aforesaid to remain on loan so long as the trustees shall think fit and the trustees shall not in any circumstances be liable for the loss of any money so advanced or the interest thereon :

Provided also that nothing in this paragraph contained shall authorise or require the trustees to require the repayment by instalments or otherwise of any sum or sums advanced out of capital money for any improvements in respect of which the trustees are authorised by the Settled Land Act 1925 or any Act amending or extending that Act to expend capital money without requiring repayment.

3. Any of the trustees being a solicitor or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted time spent and acts done by him or any partner of his in connection with the trusts affecting the settled estates including any acts which a trustee not being in any profession or business could have done personally.

## SIXTH SCHEDULE

PORTIONS WHICH MAY BE APPOINTED OUT OF THE B SETTLEMENT  
PROPERTY TO YOUNGER CHILDREN UNDER PARAGRAPH 4 (b) (i) OF  
THE FOURTH SCHEDULE.

1. In the case of any appointment by Lord Willoughby de Broke or by any person by this Act made tenant for life of the whole of the B settlement property the sum appointed shall not exceed—

- (a) if there is only one younger child of the appointor twenty thousand pounds ;
- (b) if there are two and no more such younger children thirty thousand pounds ;
- (c) if there are three or more such younger children forty thousand pounds.

2. In the case of any appointment by a person by this Act made tenant for life of a share only of the B settlement property the sum appointed shall not exceed a sum bearing the same proportion to the sum mentioned in sub-paragraphs (a) (b) or (c) of paragraph 1 of this schedule (as the case may be) as such share shall bear to the whole of the B settlement property.

3. In this schedule the expressions "younger child" and "younger children" shall have the same meaning as in paragraph 4 (b) (i) of the Fourth Schedule above.

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*Table of Statutes referred to in this Act*

Title or short title	Session and chapter
"An Act for confirmation of an Agreement made between Charles Blount Lord Mountjoy John Powlett and their Wives Daughters and Heirs of Robert Willoughby Knight Lord Brook on the one Part and Frances Dautrey and others on the other Part"	27 Hen. 8 c. 16.
"An Act to explain a Clause in a Statute made in Seven and Twentieth Year of the Reign of King Henry the Eighth enabling Tenants in Tail in Possession to make Jointure to Wives and enlarging the same so as Richard Lord Willoughby de Broke and other Tenants in Tail in Possession may make Jointures to the Wives of their Eldest Sons or Grandsons"	7 Queen Anne c. 17.
"An Act for vesting certain Estates situate in the counties of Hertford Cambridge Gloucester and Somerset entailed by an Act of Parliament of the twenty-seventh year of the reign of His late Majesty King Henry the Eighth in Trustees upon trust to sell the same and to lay out the Moneys thence arising in the Purchase of other Estates to be settled to the same uses as the Estates so sold"	54 Geo. 3 c. 203.
"An Act for vesting certain Estates in the County of Lincoln entailed by an Act of Parliament of the Twenty-seventh Year of the Reign of His Majesty King Henry the Eighth in Trustees upon Trust to sell the same and to lay out the Monies thence arising in the Purchase of other Estates to be settled to the same Uses as the Estates so sold"	17 & 18 Vict. c. 26.
Settled Land Act 1925 ... ..	15 & 16 Geo. 5 c. 18.
Agricultural Holdings Act 1948 ... ..	11 & 12 Geo. 6 c. 63.

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