

**CHAPTER 1.**

An Act to enable Osmond Elim d'Avigdor Goldsmid A.D. 1928.
to surrender his equitable life interest in the
Goldsmid Settled Estates or in parts thereof to
the persons entitled in remainder or reversion
expectant on his death notwithstanding a pro-
vision for cesser on alienation of such life
interest contained in the settlement of the said
estates and to facilitate the re-settlement of
those estates. [3rd August 1928.]

WHEREAS—

(1) At the date of the marriage settlement hereinafter mentioned Osmond Elim d'Avigdor Goldsmid (in this Act called "Mr. Goldsmid") was seised in fee simple in possession of certain freehold properties situated or arising in the counties of Kent Sussex and Berks and respectively known as "the Somerhill Estate" "the Wick Estate" "the Whiteknights Estate" "the Plumstead Estate" and "the Nizels Estate" subject to the incumbrances mentioned in the First Schedule to this Act which have been discharged as mentioned in that schedule and also to the charges created by the deed of charge next hereinafter mentioned but otherwise free from incumbrances.

Seisin by
"Mr. Gold-
smid" of the
Somerhill
Wick
Plumstead
Whiteknights
and Nizels
Estates
subject to in-
cumbrances
since dis-
charged and
to Miss
d'Avigdor's
charge.

(2) By a deed of charge (in this Act called "Miss d'Avigdor's charge") dated the thirty-first day of October one thousand nine hundred and five and made

"Miss
d'Avigdor's
charge"
of £10,000

A.D. 1928.
—
originally
affecting the
Plumstead
and White-
knights
Estates.

between Mr. Goldsmid of the one part and Charles Blackstone Clapcott and Henry Frederick Goldschmidt (who and the survivor of whom or other the trustees for the time being of Miss d'Avigdor's charge are hereinafter called "Miss d'Avigdor's Trustees") of the other part Mr. Goldsmid charged the Plumstead and Whiteknights Estates with the payment:—

- (a) of a yearly rentcharge of eight hundred pounds to his mother Henrietta Matilda d'Avigdor (since deceased) during her life;
- (b) of a principal sum of ten thousand pounds (since discharged as hereinafter mentioned) to the trustees of the settlement dated the twenty-fourth day of July one thousand nine hundred and five and made between Elsa Goldschmidt (then Elsa d'Avigdor spinster) of the first part the said Henry Frederick Goldschmidt of the second part Mr. Goldsmid of the third part and Mr. Goldsmid George Emanuel Nathan Charles Alfred Goldschmidt and Albert Gerald Stern hereinafter called "the Elsa Trustees") of the fourth part (being a settlement made in consideration of a marriage shortly afterwards solemnised between the said Elsa Goldschmidt and Henry Frederick Goldschmidt); and
- (c) to Miss d'Avigdor's Trustees on the death of Mr. Goldsmid or (as happened) of the said Henrietta Matilda d'Avigdor in his lifetime or in the event of Berenice d'Avigdor (in this Act called "Miss d'Avigdor" a sister of Mr. Goldsmid) marrying during the joint lives of Mr. Goldsmid and the said Henrietta Matilda d'Avigdor with the consent of Mr. Goldsmid of a sum of ten thousand pounds with interest thereon at the rate of four pounds per centum per annum from the date of such death or marriage:

Trusts of
Miss
d'Avigdor's
charge.

And it was thereby declared that Miss d'Avigdor's Trustees should stand possessed of the said sum of ten thousand pounds if (as happened) the same should become a charge by reason of the death of the said Henrietta Matilda d'Avigdor in the lifetime of Mr. Goldsmid before Miss d'Avigdor should have married in trust for Miss d'Avigdor absolutely but if the same should have become

a charge by reason of the marriage of Miss d'Avigdor Upon trusts (being trusts partially adopted by Miss d'Avigdor as hereinafter appearing) for investment and to stand possessed of the trust premises for the benefit of any husband who might survive her for a protected life interest and his wife and issue (if any) for the time being in existence and for the benefit of the children and remoter issue of Miss d'Avigdor as therein mentioned and subject thereto for Mr. Goldsmid absolutely :

A.D. 1928.

And Mr. Goldsmid thereby demised the Plumstead and Whiteknights Estates to Miss d'Avigdor's Trustees for a term of one thousand years upon trusts for raising the said two sums of ten thousand pounds :

Demise of
1,000 years
term.

And power was thereby conferred upon Mr. Goldsmid to sell all or any part of the properties thereby charged on condition that the purchase money should be paid to Miss d'Avigdor's Trustees.

Power to
sell the
properties
charged.

(3) At the date of the marriage settlement next mentioned Mr. Goldsmid was absolutely entitled to the policy of assurance effected in his own name and on his own life with the Royal Insurance Company dated the third day of May one thousand nine hundred and four numbered 81788 for securing payment of the sum of thirty thousand pounds with profits and was also absolutely entitled to certain investments (which were subsequently transferred to the trustees of the marriage settlement) and to the benefit of certain contracts which was thereby assigned.

Title to
policy
investments
and con-
tracts.

(4) By a deed (in this Act called "the marriage settlement") dated the twenty-second day of October one thousand nine hundred and seven and made between Mr. Goldsmid of the first part Rose Anne Alice Landau spinster (afterwards and in this Act called "Mrs. Goldsmid") of the second part and George Emanuel Nathan Robert Waley Cohen and Richard Lake Harrison (in this Act collectively called "the Original Trustees") of the third part (being a settlement made in consideration of a marriage solemnised on the twenty-third day of October one thousand nine hundred and seven between Mr. Goldsmid and Mrs. Goldsmid) the Somerhill Wick Plumstead Whiteknights and Nizels Estates were conveyed to the Original Trustees in fee simple (subject so far as the same were respectively affected thereby to the incumbrances mentioned in the First Schedule to this Act and to the

Mr. Gold-
smid's
"marriage
settlement."

A.D. 1928.
—
Protective
trusts for
Mr. Gold-
smid during
his life.

Definition
of "the
Trustees."

incumbrances created by Miss d'Avigdor's charge) To the use of Mr. Goldsmid in fee simple until the said intended marriage was solemnised and thereafter To the use of the Original Trustees their heirs and assigns during the life of Mr. Goldsmid without impeachment of waste Upon trust that the Original Trustees or the survivors or survivor of them or other the trustees or trustee for the time being of the marriage settlement (hereinafter called "the Trustees") should allow Mr. Goldsmid to enter into and remain in possession or receipt of the rents and profits of the premises (including the produce of timber and minerals) during his life or until some act or event (other than the exercise of any power thereby or by statute conferred on Mr. Goldsmid) should happen whereby the life interest thereby given to Mr. Goldsmid in the premises thereby settled or some part thereof would if belonging absolutely to him become vested in or charged in favour of some other person or persons or a corporation :

Saving
of Mr.
Goldsmid's
powers.

And it was thereby provided that in the event of the determination of the life interest of Mr. Goldsmid under the trusts lastly thereinbefore contained all the powers annexed thereto should continue to be exerciseable by him notwithstanding such determination :

Powers of
Trustees
after cesser
of life
interest.

And it was thereby agreed that the Trustees should after the determination during the lifetime of Mr. Goldsmid of his said life interest enter into possession or receipt of the rents and profits of the properties thereby settled and should during the remainder of the life of Mr. Goldsmid continue in such possession or receipt and manage or superintend the management of the premises with the same powers in that behalf as if they were in such possession during the minority of an infant tenant in tail and with power to stock and cultivate farms and plant underwood :

Trusts for
upkeep.

And should keep up and maintain the mansion house grounds and park at Somerhill in a proper state for occupation and should out of the rents and profits of the premises (including the proceeds of timber and minerals) pay the expenses incurred in such management stocking planting and cultivation and keeping up or otherwise in respect of the premises and any annual sums and the interest on any principal sum charged on the same premises or any part thereof :

And should during the remainder of the life of Mr. Goldsmid or such shorter period or periods either continuous or discontinuous as the Trustees should in their absolute discretion think fit delegate any of the said powers of management :

A.D. 1928.

—
Powers to
delegate.

And should pay the net rents and profits of the premises (after making the payments thereinbefore directed) unto or apply the same for the maintenance or personal support or benefit of all or any one or more to the exclusion of the others or other of the following persons namely Mr. Goldsmid and his wife if any and his children or remoter issue for the time being in existence (whether by his then intended or any after taken wife and whether minors or adults) and the other persons for the time being entitled in remainder (whether absolutely contingently or otherwise) to the premises thereby settled in such manner as the Trustees in their absolute discretion should think proper and should during such period and at such discretion as aforesaid permit all or any of such persons personally to occupy all or any of the premises :

Discretion-
ary trust.

And subject to the said discretionary trust should pay or apply the surplus of the said rents or profits to the person or persons or for the purposes to or for which the net rents or profits of the premises would be payable or applicable if Mr. Goldsmid were dead or should permit the premises to be occupied or enjoyed by such person or persons :

Trust of
surplus.

And after the death of Mr. Goldsmid that if Mrs. Goldsmid (who is still living) should survive Mr. Goldsmid then Mrs. Goldsmid and her assigns should thenceforth during her life or until she should marry again receive a yearly rentcharge of two thousand five hundred pounds (free of duties) and in the event of her marrying again receive thenceforth during the remainder of her life a yearly rentcharge of one thousand pounds (free of duties) to be payable as therein mentioned and so that Mrs. Goldsmid should not during the then intended or any future coverture have power to anticipate the said jointures :

Jointure
rentcharge.

And the marriage settlement contained a provision that as between the persons who might become entitled to any part or undivided share of the settled premises and

Power to
apportion
Mrs.
Goldsmid's
jointure.

A.D. 1928.

the persons who might become entitled to the residue thereof (but so that this declaration should not affect the rights or remedies of Mrs. Goldsmid for the recovery of either of the said rentcharges) every such part or undivided share of the settled premises should be liable for such part only of the said rentcharges and the costs and expenses of raising the same as Mr. Goldsmid should by any deeds revocable or irrevocable or by will or codicil appoint and that the residue of the settled premises should be liable for the residue of the said rentcharge costs and expenses :

Apportionment between the "eldest child's estates" and "younger children's estates" in default of appointment.

In default of and subject to any such appointment it was provided that as between the persons entitled to the Somerhill and Wick Estates (in this Act hereinafter collectively referred to as "the eldest child's estates") on the one hand and the Whiteknights Plumstead and Nizels Estates (in this Act hereinafter together called "the younger children's estates") on the other hand the eldest child's estates should be liable for the payment of two-third parts and the younger children's estates to the residue of the said rentcharge.

Limitations of the eldest child's estates.

(5) And by the marriage settlement the eldest child's estates were (subject and charged as aforesaid) limited :—

- (i) To the use of the first and every other son of Mr. Goldsmid by Mrs. Goldsmid successively according to seniority in tail male with remainder;
- (ii) To the use of the first and every other daughter of Mr. Goldsmid by Mrs. Goldsmid successively according to seniority in tail male with remainder;
- (iii) To the use of the first and every other son of Mr. Goldsmid by Mrs. Goldsmid successively according to seniority in tail general with remainder;
- (iv) To the use of the first and every other daughter of Mr. Goldsmid by Mrs. Goldsmid successively according to seniority in tail general with remainder;
- (v) To the use of Mr. Goldsmid in fee simple.

A.D. 1928.

(6) And by the marriage settlement the younger children's estates were (subject and charged as aforesaid) limited:—

Limitations of
the younger
children's
estates.

(i) To the use of all or such one or more exclusively of the others or other of the children of Mr. Goldsmid by Mrs. Goldsmid or by any woman he might marry other than Mrs. Goldsmid or To the use of any other person or persons in trust for such children or child for such estates and interests and if more than one in such shares and subject to such charges powers of charging and other powers provisions and limitations over for the benefit of all or any one or more of such children and in such manner as Mr. Goldsmid should by any deed or deeds revocable or irrevocable or by will or codicil appoint;

Power of
appoint-
ment.

(ii) And the marriage settlement contained a provision that in case by the effect of any appointments under the power aforesaid any property exceeding in value such value as was thereafter mentioned in that behalf would but for this present proviso stand limited in favour of any children or child of Mr. Goldsmid by any woman other than Mrs. Goldsmid the appointments so made should be void to the extent of such excess and should as between themselves have priority according to their respective dates and so that the value of the property which might be appointed under the power in that behalf thereinbefore contained in favour of any children or child of Mr. Goldsmid by any woman other than Mrs. Goldsmid should not exceed—

Provision
for the
protection
of Mrs.
Goldsmid's
children.

(a) one moiety of the younger children's estates if there should be two or more children of the then intended marriage (other than any son who before attaining the age of twenty-one years or any daughter who before attaining that age or marrying should become indefeasibly entitled in possession or remainder to the eldest child's estates for the first estate in tail male or in tail) who being male should attain the age of twenty-one years or being female should attain that age or marry; or

Restrictions
on appoint-
ments to
children of a
subsequent
marriage.

A.D. 1928.

(b) two equal third parts of the younger children's estates if there should be only one or no such child of the then intended marriage (other than as aforesaid);

Contingent appointments.

And so that the power of appointment thereinbefore contained might be exercised while it should be uncertain to what extent it was capable of taking effect;

Apportionment of incumbrances affecting the younger children's estates.

(iii) And it was thereby provided that as between any parts of the younger children's estates which might be limited under the said power of appointment for the benefit of any children or child of Mr. Goldsmid by any woman other than Mrs. Goldsmid and the remainder of those estates the burden of any mortgage or charge created as aforesaid which might affect the said property jointly should be borne in proportions corresponding to the respective values of the same with power for the Trustees to effect conclusive valuations for the purposes aforesaid;

Limitations in default of appointment.

(iv) And in default of and subject to any appointment under the power thereinbefore contained—

Younger children equally.

(a) To the use of all the children of Mr. Goldsmid by Mrs. Goldsmid (other than such excepted son or daughter as aforesaid) their heirs and assigns as tenants in common in equal shares;

Gifts over among younger children.

(b) And if and so often as any such child of Mr. Goldsmid by Mrs. Goldsmid (other than as aforesaid) being male should die under the age of twenty-one years or being female should die under that age and without having been married then as well as to the original share of the child so dying as to any share or shares which should have accrued to him or her under this limitation—

To the use of the others or other of such children of Mr. Goldsmid by Mrs. Goldsmid their heirs and assigns as tenants in common in equal shares;

Gift to only younger child.

(c) And if all such children of Mr. Goldsmid by Mrs. Goldsmid (other than as aforesaid) but one should die being male under the age

of twenty-one years or being female under that age without having been married or if there should be but one such child (other than as aforesaid) then as to the entirety of the younger children's estates—

A.D. 1928.

To the use of such one or only child (other than as aforesaid) his or her heirs and assigns;

(d) And if all such children of Mr. Goldsmid by Mrs. Goldsmid (other than as aforesaid) should die being male under the age of twenty-one years or being female under that age without having been married or if there should be no such child (other than as aforesaid)—

Ultimate
limitation.

To the use of Mr. Goldsmid his heirs and assigns.

(7) The marriage settlement also conferred upon Mr. Goldsmid power to charge all the premises with a yearly rentcharge not exceeding the annual sum of two thousand five hundred pounds (either subject to or free from death duties) in favour of any wife who might survive him if he survived Mrs. Goldsmid and married again.

Power to
appoint a
jointure to
an after
taken wife.

(8) And also the following powers (namely):—

(a) A power (which has been exercised as in this Act hereinafter appears) to charge the younger children's estates with the payment of the sum of ten thousand pounds which by a deed dated the eleventh day of August one thousand eight hundred and ninety-eight and made between Mr. Goldsmid of the first part his sister Estelle Nathan of the second part Sir Frederic Lewis Nathan (in the said deed called Frederic Lewis Nathan) and Mr. Goldsmid of the third part Mr. Goldsmid had covenanted to pay to the trustees of a settlement (in this Act called "Mrs. Nathan's settlement") dated the eleventh day of June one thousand eight hundred and ninety-seven and made between George Emanuel Nathan of the first part the said Estelle Nathan (then Estelle d'Avigdor spinster) of the second part

Power to
charge
younger
children's
estates in
favour of
sisters of Mr.
Goldsmid.

A.D. 1928.

and the said Sir Frederic Lewis Nathan and John Felix Waley of the third part (being a settlement made in consideration of a marriage shortly afterwards solemnised between the said George Emanuel Nathan and Estelle Nathan) with interest thereon at the rate mentioned in the said deed of the eleventh day of August one thousand eight hundred and ninety-eight; and

(b) A power (which has not been exercised) to charge the younger children's estates with the payment of any sum or sums not exceeding in the whole ten thousand pounds with interest at the rate of four pounds per cent. per annum to Mr. Goldsmid's sister Olga Marie Rachel Fletcher the wife of Frank Fletcher.

Appointment
of Settled
Land Act
trustees.

(9) And by the marriage settlement the Original Trustees were appointed to be the trustees thereof for the purposes of the Settled Land Acts 1882 to 1890.

Assignment
of life
policy to go
with the
eldest child's
estates.

(10) By the marriage settlement the said policy of assurance for the sum of thirty thousand pounds with profits was assigned to the Original Trustees In trust for Mr. Goldsmid until the solemnisation of the said intended marriage and thereafter Upon trust that the Trustees should receive all money payable thereunder on maturity and at their discretion invest the same in the purchase of freehold properties to be settled to the uses affecting the eldest child's estates as therein mentioned but not so as to multiply charges or powers of charging or until such money should have been invested as aforesaid to invest or apply the same in any mode in which capital money arising under the Settled Land Acts was by such Acts or by the marriage settlement authorised to be invested or applied.

Provisions
for upkeep.

(11) And the marriage settlement contained covenants by Mr. Goldsmid to restore or replace the said policy in case the same should become void and to pay the premiums on the said policy or any substituted policy And a power for the Trustees (when in possession of the settled premises under the trusts aforesaid) to apply the rents and profits thereof in payment of the said premiums with a proviso that any bonus might at the option of Mr. Goldsmid be applied in reduction of premiums.

(12) And by the marriage settlement certain sums of money therein mentioned (representing unpaid purchase money payable to Mr. Goldsmid under contracts in respect of certain properties therein mentioned) and other money owing to Mr. Goldsmid in respect of advances made by him were assigned to the Original Trustees Upon trust to allow the same to remain in their then state of investment or at the request in writing of Mr. Goldsmid during his life and after his death at the discretion of the Trustees to call in the same and to stand possessed of the proceeds upon the trusts therein-before declared concerning the money to become payable under the said policy.

A.D. 1928.

—
Assignment
of benefit of
contracts to
go with the
eldest child's
estates.

(13) And by the marriage settlement it was declared that the Trustees should stand possessed of certain investments and securities therein mentioned (when transferred into the names of the Original Trustees) Upon trust to allow the same to remain in their then state of investment or at such request or discretion as aforesaid to sell the same and to stand possessed of the net proceeds Upon trust at such request or discretion to invest the same in the purchase of freehold property to be conveyed to the uses declared affecting the younger children's estates but not so as to multiply charges or powers of charging save that Mr. Goldsmid might by any deeds revocable or irrevocable or by will or codicil charge all or any of the said investments with the payment to the trustees of Mrs. Nathan's settlement or to the said Olga Marie Rachel Fletcher respectively of all or any of the sums of money with the payment whereof Mr. Goldsmid was thereinbefore authorised to charge the younger children's estates.

Declaration
of trusts of
investments
to go with
the younger
children's
estates.

(14) And it was by the marriage settlement agreed that if Mr. Goldsmid should at any time after the said intended marriage become entitled to any real or personal property (other than property thereby specifically settled) for any estate or interest whether in possession reversion remainder contingency or expectancy (except property of a less value than ten thousand pounds vesting in possession at the same time and from a single source and except the accumulations whether invested or not of income of Mr. Goldsmid and except any property as to which in the instrument under which it was acquired

Covenant to
settle after
acquired
property to
go with the
eldest child's
estates.

A.D. 1928.

by Mr. Goldsmid or in a writing signed by the donor of such property either before or within twelve calendar months after the making of the gift thereof an intention should be expressed that it should be exempt from the operation of this covenant or from any provision of a like nature and except movable chattels or effects of household or domestic or personal use or ornament and except also an annuity or other estate or interest for the life or any part of the life of Mr. Goldsmid or for any term or period determinable on his death) then such property should be conveyed to the Trustees as to real estate to the uses declared concerning the eldest child's estates (but not so as to multiply charges or powers of charging) and as to personal estate upon trust for conversion and to stand possessed of the proceeds and so much thereof as might remain unconverted upon the trusts declared concerning the money arising from the contracts the benefit of which was thereby assigned.

Power to
appoint new
trustees.

(15) And it was thereby declared that the power of appointing new trustees of the marriage settlement should be vested in Mr. Goldsmid during his life.

"The
Vauxhall
convey-
ance" of
property
upon the
trusts of the
Somerhill
Estate
(part of
the eldest
child's
estates).

(16) By a conveyance (in this Act called "the Vauxhall conveyance") dated the twenty-ninth day of May one thousand nine hundred and eight and made between the Dartford Brewery Company Limited of the first part the Right Honourable Sir William Hart Dyke and Edward Clare Wigan of the second part Mr. Goldsmid of the third part and the Original Trustees of the fourth part in consideration of a sum of two thousand two hundred pounds paid by Mr. Goldsmid out of his own money certain freehold property known as the Vauxhall Inn with some adjoining land was by the direction of Mr. Goldsmid conveyed unto the Original Trustees and their heirs To the use of the Original Trustees and their heirs during the life of Mr. Goldsmid without impeachment of waste upon the trusts and subject to the powers and provisions applicable during such life to the Somerhill Estate (part of the eldest child's estates) under the marriage settlement and after the death of Mr. Goldsmid To the uses upon the trusts and subject to the powers and provisions applicable under that settlement to the Somerhill Estate after the death of Mr. Goldsmid but not so as to increase or multiply charges or powers of charging :

And it was thereby declared that all the powers exercisable by the trustees for the time being of the marriage settlement under the Settled Land Acts 1882 to 1890 or under the provisions of the marriage settlement should be exercisable as regards the property thereby conveyed as though the same had been settled by the marriage settlement as part of the Somerhill Estate :

A.D. 1928.

—
Incorporation of powers in the Vauxhall conveyance.

Also that the trustees for the time being of the marriage settlement should be the trustees for the purposes of the Vauxhall conveyance as well as of the marriage settlement within the meaning of the Settled Land Acts 1882 to 1890 and any other Act of Parliament :

Appointment of Settled Land Act trustees.

Also that the powers of appointing new trustees contained in the marriage settlement should apply for the purposes of the Vauxhall conveyance.

Power to appoint new trustees of the Vauxhall conveyance.

(17) The said Henrietta Matilda d'Avigdor (being then entitled to a yearly rentcharge under Miss d'Avigdor's charge) died on the fourth day of June one thousand nine hundred and eighteen.

Death of Mr. Goldsmid's mother.

(18) By a deed poll (in this Act called " Mrs. Nathan's charge ") dated the twentieth day of July one thousand nine hundred and twenty Mr. Goldsmid in exercise of the power for that purpose conferred on him by the marriage settlement charged the younger children's estates or such portions thereof as remained unsold and the capital money and investments representing the same or held therewith with the payment to the then trustees of Mrs. Nathan's settlement of a sum of ten thousand pounds and interest as therein mentioned.

" Mrs. Nathan's charge " made in favour of her trustees formerly affecting the younger children's estates.

(19) By a release dated the twentieth day of October one thousand nine hundred and twenty and made between the said Sir Frederic Lewis Nathan and Mr. Goldsmid (the then trustees of Mrs. Nathan's settlement) of the first part Mr. Goldsmid of the second part and the said George Emanuel Nathan Cecil James Gladdish Hulkes and Charles John Stewart Harper (the then trustees of the marriage settlement) of the third part the premises charged by Mrs. Nathan's charge were upon payment of the said sum of ten thousand pounds out of capital money forming part of the younger children's estates released from that charge.

Release on payment of Mrs. Nathan's charge.

(20) By a deed of release dated the second day of August one thousand nine hundred and twenty-one and made between the said Henry Frederick Goldschmidt

Release of the Plumstead

A.D. 1928.
—
Estate only
from Miss
d'Avigdor's
charge.

and Charles John Stewart Harper (the then trustees of Miss d'Avigdor's charge as appears from the Second Part of the Second Schedule to this Act) of the first part Miss d'Avigdor of the second part Mr. Goldsmid of the third part the said Charles John Stewart Harper and Montague Wheeler (the then trustees of the marriage settlement) of the fourth part the said Henry Frederick Goldschmidt of the fifth part the said Charles John Stewart Harper of the sixth part and the said Montague Wheeler of the seventh part the Plumstead Estate was released from the charge of ten thousand pounds and interest charged thereon and also on the Whiteknights Estate by Miss d'Avigdor's charge to the intent that the term of one thousand years created by Miss d'Avigdor's charge should as regards the Plumstead Estate be extinguished but so that the charge created by Miss d'Avigdor's charge upon the Whiteknights Estate should remain unaffected by that release.

Covenant
by Mr.
Goldsmid
for pay-
ment of an
annual sum
to Miss
d'Avigdor
and settle-
ment of Miss
d'Avigdor's
charge.

(21) By a deed of covenant and assignment (in this Act called "Miss d'Avigdor's settlement") dated the fourth day of August one thousand nine hundred and twenty-one and made between Mr. Goldsmid of the first part Miss d'Avigdor of the second part and the said Henry Frederick Goldschmidt and Charles John Stewart Harper of the third part Mr. Goldsmid (in consideration of the assignment and settlement by Miss d'Avigdor thereafter contained) covenanted with Miss d'Avigdor to pay to her during the remainder of her life in every year such a sum as after deduction of income tax thereon at a rate (not exceeding six shillings in the pound) for the time being in force and when added to the income (after deduction of income tax at the rate not exceeding six shillings in the pound for the time being in force) received from the sum of ten thousand pounds raisable under Miss d'Avigdor's charge or the investments for the time being representing the same would be sufficient to provide for Miss d'Avigdor a clear yearly sum of four hundred pounds :

Assignment
to "Miss
d'Avigdor's
Settlement
Trustees."

And Miss d'Avigdor thereby assigned to the said Henry Frederick Goldschmidt and Charles John Stewart Harper the sum of ten thousand pounds to which (by reason of the death of the said Henrietta Matilda d'Avigdor in the lifetime of Mr. Goldsmid) she was absolutely entitled under Miss d'Avigdor's charge Upon

trust that they and the survivor of them or other the trustees for the time being of Miss d'Avigdor's settlement (in this Act called "Miss d'Avigdor's Settlement Trustees") should stand possessed of the said sum of ten thousand pounds and the investments for the time being representing the same (hereinafter called "Miss d'Avigdor's fund") Upon trusts for investment as therein mentioned and to pay the income of Miss d'Avigdor's fund to Miss d'Avigdor during her life without power of anticipation during any coverture and after her death if she should have married either after the death of Mr. Goldsmid or in his lifetime with his consent in writing (such consent not to be unreasonably withheld on which question the decision of Miss d'Avigdor's Settlement Trustees should be final and binding on all persons concerned) to stand possessed of Miss d'Avigdor's fund and the income thereof Upon the trusts and subject to the powers and provisions (prior to and except the ultimate trust in favour of Mr. Goldsmid absolutely) which would have been applicable to the said sum of ten thousand pounds after the death of Miss d'Avigdor under Miss d'Avigdor's charge if the said sum had (under Miss d'Avigdor's charge) become charged by reason of her marriage (with the consent of Mr. Goldsmid) during the joint lives of Mr. Goldsmid and his mother the said Henrietta Matilda d'Avigdor :

A.D. 1928

And subject as aforesaid Upon trust that if the said principal sum of ten thousand pounds should not have been raised to allow the same to sink into and form part of the property out of which it was raisable under the provisions of Miss d'Avigdor's charge but if the said sum should have been actually raised to stand possessed of Miss d'Avigdor's fund and the income thereof Upon the trusts and subject to the powers and provisions upon and subject to which capital money arising under the Settled Land Acts 1882 to 1890 or other the Settled Land Acts for the time being in force from or out of the property out of which the said sum of ten thousand pounds was raisable would for the time being be held :

Charge to sink or to be held as capital money.

And it was declared that the power of appointing a new trustee or new trustees of Miss d'Avigdor's settlement should be vested in Mr. Goldsmid during his life.

Power to appoint new trustees of Miss d'Avigdor's settlement.

(22) On the first day of November one thousand nine hundred and twenty-one the Elsa Trustees acknowledged that they had received from the Trustees (being

Discharge on payment of the £10,000 in

A.D. 1928.
—
favour of
the Elsa
Trustees.

then the said George Emanuel Nathan Cecil James Gladdish Hulkes and Charles John Stewart Harper as appears from the first part of the Second Schedule to this Act) the sum of ten thousand pounds in satisfaction of the charge created in favour of the Elsa Trustees by Miss d'Avigdor's charge the said sum having in fact been paid out of capital money held on the trusts affecting the younger children's estates by the direction of Mr. Goldsmid.

Principal
vesting deed
relating to
the property
comprised in
the marriage
settlement.

(23) By a deed (hereinafter called "the principal vesting deed") dated the first day of January one thousand nine hundred and twenty-six and made between the Trustees (being then the said Charles John Stewart Harper and Montague Wheeler) of the one part and Mr. Goldsmid of the other part for the purpose of complying with the requirements of the Settled Land Act 1925 it was declared that all the properties then by any means subject to the trusts of the marriage settlement were vested in Mr. Goldsmid in fee simple but so that as regards the Whiteknights Estate (which remained subject to the charge created by Miss d'Avigdor's charge in favour of Miss d'Avigdor) that declaration should apply only so far (if at all) as the same might be effective. And it was further declared that Mr. Goldsmid should stand possessed of the properties so vested in him upon the trusts and subject to the powers and provisions upon and subject to which under the marriage settlement or otherwise the same ought to be held from time to time. Also that the Trustees were trustees of the marriage settlement for the purposes of the Settled Land Act 1925.

Vesting
deed
relating to
the property
comprised
in the
Vauxhall
conveyance.

(24) By another vesting deed of even date with and made between the same parties as the last mentioned vesting deed it was declared that all the property comprised in the Vauxhall conveyance and all other properties (if any) capable of being vested by that declaration were vested in Mr. Goldsmid in fee simple. And it was thereby declared that Mr. Goldsmid should stand possessed of such property upon the trusts and subject to the powers and provisions upon and subject to which the same ought to be held from time to time under the settlement made by reference to the marriage settlement by the Vauxhall conveyance. Also that the Trustees were trustees of the settlement for the purposes of the Settled Land Act 1925.

(25) (I) Under the instruments and by reason of the events mentioned in the First Part of the Second Schedule to this Act the said Charles John Stewart Harper and Montague Wheeler became and are the present trustees for the purposes of the Settled Land Act 1925 of—

- (a) the marriage settlement;
- (b) the Vauxhall conveyance.

(II) By virtue of the instruments mentioned in the Second Part of that schedule the same persons also became trustees for the purposes of the said Act and for all other purposes of—

- (a) Miss d'Avigdor's charge and settlement; and
- (b) having regard to section thirty-one of that Act (as amended) the compound settlement constituted as regards the Whiteknights Estate by Miss d'Avigdor's charge and the marriage settlement.

(26) By a vesting deed dated the twenty-fourth day of March one thousand nine hundred and twenty-eight and made between the Trustees (being then the said Charles John Stewart Harper and Montague Wheeler in their capacity as trustees of the said compound settlement) of the one part and Mr. Goldsmid of the other part Supplemental to the principal vesting deed it was (by way of confirmation) declared that the Whiteknights Estate was vested in Mr. Goldsmid in fee simple upon the trusts of the compound settlement constituted by Miss d'Avigdor's charge and the marriage settlement Also that the Trustees were the trustees of the said compound settlement for the purposes of the Settled Land Act 1925.

(27) Under the powers conferred by the Settled Land Acts 1882 to 1890 and 1925 parts of the eldest child's estates have been sold and part of the proceeds has been invested in the purchase of freehold and leasehold properties which have been conveyed to the uses or upon the trusts declared by the marriage settlement concerning the eldest child's estates or made subject to those trusts by virtue of a subsidiary vesting deed and some of the properties so purchased have since been sold under the powers aforesaid.

A.D. 1928.

—
Settled Land Act trustees of the marriage settlement and the Vauxhall conveyance.

Present trustees of Miss d'Avigdor's charge and settlement and of the compound settlement.

Supplemental vesting deed relating to the compound settlement of the Whiteknights Estate.

Dealings with the eldest child's estates.

A.D. 1928.

Dealings
with the
younger
children's
estates.Relative
values of
the eldest
child's and
younger
children's
estates.Issue of the
marriage
between
Mr. and
Mrs. Gold-
smid.No after
acquired
property
settled.Liabilities
of Mr.
Goldsmid.Difficulties
caused by
the proviso
for cesser
of Mr.
Goldsmid's
life interest.

(28) The whole of the Nizels Estate and parts of the Plumstead and Whiteknights Estates (which estates were included in the younger children's estates) have been sold under the powers aforesaid.

(29) The properties and investments now held upon the trusts of the eldest child's estates are of the aggregate value of three hundred and eighty-eight thousand three hundred pounds or thereabouts and the properties and investments now held upon the trusts applicable to the younger children's estates are of the aggregate value of one hundred and fourteen thousand eight hundred pounds or thereabouts but subject to deduction in respect of the sum of ten thousand pounds secured by Miss d'Avigdor's charge.

(30) There has been issue of the said marriage between Mr. and Mrs. Goldsmid three children and no more (namely):—

(a) Henry Joseph d'Avigdor Goldsmid who was born on the tenth day of June one thousand nine hundred and nine and is a bachelor;

(b) James Arthur d'Avigdor Goldsmid who was born on the nineteenth day of December one thousand nine hundred and twelve; and

(c) a daughter who died in early infancy.

(31) No property has since the date of the marriage settlement become subject to the covenant by Mr. Goldsmid for the settlement of his after acquired property therein contained.

(32) The total amount of the debts and other liabilities of Mr. Goldsmid do not exceed the value of the assets to which he is entitled apart from his interests under the marriage settlement and other settlements aforesaid.

(33) By reason of the provisions contained in the marriage settlement for the cesser of Mr. Goldsmid's life interest thereunder in the event of the same becoming vested in or charged in favour of any other person Mr. Goldsmid is unable during his lifetime to give security for any satisfactory provision for his children (of whom his elder son is now approaching the age of twenty-one years) nor in consequence to make any proper arrangements for the resettlement of the family estates or any parts thereof.

(34) It is expedient that Mr. Goldsmid should be authorised to make provision during his lifetime for his children or any of them out of the settled property and should be placed in a position to negotiate for a resettlement of the family estates or any part thereof.

A.D. 1928.

Reason for
this Act.

(35) (i) The persons now living and entitled to any estates or interests under the marriage settlement or under the Vauxhall conveyance or under Miss d'Avigdor's settlement or under the said compound settlement are the following (that is to say):—

List of
persons
now living
entitled to
interests in
the settled
property.

Mr. Goldsmid;

Mrs. Goldsmid;

Henry Joseph d'Avigdor Goldsmid;

James Arthur d'Avigdor Goldsmid;

Miss d'Avigdor; and

The Trustees as the trustees of the marriage settlement of the Vauxhall conveyance of Miss d'Avigdor's charge of Miss d'Avigdor's settlement and as respects the Whiteknights Estate of the said compound settlement.

(ii) Those persons are interested in the following manner:—

How
interested.

(a) Mr. Goldsmid is entitled to an interest for life subject to cesser on charging or alienation and to the ultimate remainder or reversion in fee simple or absolutely in all the settled property and he is also contingently interested under the discretionary trust to arise on the cesser of the said life interest;

(b) Mrs. Goldsmid is entitled to a rentcharge contingently on surviving Mr. Goldsmid charged on all the settled property and is also contingently interested under the said discretionary trust;

(c) The said Henry Joseph d'Avigdor Goldsmid and James Arthur d'Avigdor Goldsmid are entitled to interests in tail male and in tail general in the eldest child's estates and are also contingently interested under the said discretionary trust the said James Arthur d'Avigdor Goldsmid is also contingently entitled to an estate in fee simple in the younger children's estates;

A.D. 1928.

List of
unborn and
unascertained
persons
who may
become
entitled.

(d) Miss d'Avigdor is entitled to an interest for life under Miss d'Avigdor's settlement in the charge created by Miss Avigdor's charge.

(36) The persons now unborn who on coming into existence may become entitled under the limitations of the marriage settlement or under the Vauxhall conveyance or under the said compound settlement or under the trusts of Miss d'Avigdor's settlement are—

- (a) the heirs of the body of Henry Joseph d'Avigdor Goldsmid;
- (b) the heirs of the body of James Arthur d'Avigdor Goldsmid;
- (c) any other sons of Mr. Goldsmid by Mrs. Goldsmid and the heirs of their respective bodies;
- (d) any daughters of Mr. Goldsmid by Mrs. Goldsmid and the heirs of their respective bodies;

all of whom might take interests in tail male or in tail general or both in tail male and in tail general either by purchase or descent in the eldest child's estates;

- (e) any children of Mr. Goldsmid by Mrs. Goldsmid who might take estates in fee simple in default of appointment in the younger children's estates;
- (f) any children of Miss d'Avigdor any husband whom Miss d'Avigdor may hereafter marry and any wife or issue of a surviving husband of Miss d'Avigdor who might take interests under Miss d'Avigdor's settlement in the charge created by Miss d'Avigdor's charge.

Persons
capable of
taking
under
appoint-
ments.

(37) (I) The persons who might become entitled to interests under the exercise of the powers conferred upon Mr. Goldsmid by the marriage settlement are—

- (a) The said Olga Marie Rachel Fletcher;
- (b) Any after taken wife of Mr. Goldsmid;
- (c) As regards the younger children's estates any children of Mr. Goldsmid by Mrs. Goldsmid or by any after taken wife or any trustee for such children.

(II) The persons who might become entitled to interests under the exercise of the powers conferred upon Miss d'Avigdor by Miss d'Avigdor's settlement are—

Her children or remoter issue.

(38) The objects of this Act cannot be attained without the authority of Parliament. A.D. 1928.

Therefore Your Majesty's most dutiful and loyal subject Mr. Goldsmid doth 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 (namely) :—

—
Act of
Parliament
requisite.

1.—(1) This Act may be cited as the Goldsmid Estate Act 1928. Short title
Commence-
ment.

(2) This Act shall come into operation on the ninth day of June nineteen hundred and thirty.

2. In this Act where the context admits the following expressions shall have the following meanings respectively (that is to say) :— Interpreta-
tion.

(1) "The settled property" means all freehold and leasehold properties capital money investments policies of assurance other properties and things in action from time to time subject to the trusts of the marriage settlement and includes all property and things in action which by virtue of the Vauxhall conveyance or by any other means may be or become subject (either expressly or by reference) to the trusts of the marriage settlement or of the said compound settlement constituted as respects the Whiteknights Estate by Miss d'Avigdor's charge and the marriage settlement :

(2) "The Trustees" means the trustees from time to time for the purposes of the Settled Land Act 1925 and otherwise of the marriage settlement and the Vauxhall conveyance or either of them and as respects the Whiteknights Estate means the trustees from time to time for those purposes of any compound settlement constituted by Miss d'Avigdor's charge and the marriage settlement :

(3) "Assurance" has the same meaning as in section one hundred and five of the Settled Land Act 1925 and includes an assurance postponing a life interest without extinguishing it and "assure" has a corresponding meaning.

A.D. 1928.

Power to
surrender
or postpone
life interest
as if an
absolute
life interest
had been
created.

3.—(1) Mr. Goldsmid may from time to time by any deeds effectually assure his life interest in all or any parts (subject, as hereinafter provided) of the settled property to the person at the date of such assurance next entitled in remainder or reversion expectant on the death of Mr. Goldsmid to the property to which such assurance relates.

This subsection extends to a disentailing deed affecting the settled property or any part thereof whereby the property is assured to a grantee on trusts conferring a general power of appointment having priority over the life interest.

(2) Any assurance authorised by this section shall operate as if—

- (a) the marriage settlement had not contained the provisions to the effect that the life interest thereby limited in trust for Mr. Goldsmid should determine upon the happening of any act or event whereby such life interest in any part of the settled property if belonging absolutely to him would have become vested in or charged in favour of any other person; and
- (b) an absolute life interest had in place thereof been limited to Mr. Goldsmid.

(3) An assurance made pursuant to this section of the life interest in any part of the settled property shall not operate to effect a cesser or determination of the life interest of Mr. Goldsmid as respects any other part of the settled property.

(4) During the lifetime of Mr. Goldsmid no interest in the property to which any such assurance extends shall, whether the assurance is made in exercise of a general power of appointment conferred by a disentailing deed or otherwise, be limited so as to confer on Mr. Goldsmid any beneficial interests greater than the subsisting interests to which he was entitled immediately before the commencement of this Act whether in the property assured or in any money or other property received in respect of the assurance and any new interests in such property expressed to be limited for his benefit which are in excess of the said subsisting interests shall take effect as conferring interests corresponding to the said subsisting interests.

(5) Nothing in this Act prevents Mr. Goldsmid on any exercise of a power of appointment having priority to his life interest in the settled property from—

A.D. 1928.

- (a) conferring a further general overriding power of appointment whether exerciseable by himself solely or jointly with another person; or
- (b) conferring a power of charging exerciseable by himself in favour of other persons being a surviving wife child or more remote issue of Mr. Goldsmid or any sister of Mr. Goldsmid or her issue or the husband or wife of any such person; or
- (c) postponing his life interest in the settled property or in any part thereof to other interests or powers.

(6) An assurance authorised by this section shall not affect any powers of appointment or of charging conferred on Mr. Goldsmid by the marriage settlement (either expressly or by reference thereto) unless the power is by that assurance expressly postponed or released.

4.—(1) All costs charges and expenses of or incidental or preparatory to the obtaining or passing of this Act and of all parties in relation thereto as between solicitor and client shall be paid by the Trustees out of the settled property as to three-fourth parts thereof out of capital money and investments held by them upon the trusts of the eldest child's estates and as to the balance thereof out of capital money and investments held by them upon the trusts of the younger children's estates Nothing in this section shall operate to effect a cesser or determination of the life interest of Mr. Goldsmid in the settled property not applied in satisfying the said costs charges and expenses.

Costs of
Act.

(2) Provided that the said costs charges and expenses or any part thereof may if so required be raised under section seventy-one of the Settled Land Act 1925 as if the same were incumbrances respectively affecting the eldest child's estates and the younger children's estates in the proportions aforesaid.

(3) Before the said costs charges and expenses are raised and paid as aforesaid the same shall be taxed by the taxing officer of the House of Lords or of the House of Commons.

A.D. 1928.

General
saving
clause.

5. Saving always to the King's most Excellent Majesty His heirs and successors and to every other person and body politic or corporate and their respective heirs and successors executors and administrators (other than and except only the several persons who by this Act are expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever of into or out of the settled property and any and every part thereof as they every and any of them respectively would respectively have held enjoyed or been entitled to if this Act had not been passed.

Exception
from saving
clause.

6. The following persons and their respective executors administrators and assigns and all persons who at the commencement of this Act derive or claim or who may after such commencement derive or claim title under or in trust for them or any of them or under the exercise of any powers given to them or any of them by the marriage settlement the Vauxhall conveyance and the said compound settlement or any of them or by Miss d'Avigdor's settlement are excepted out of the general saving in this Act contained (that is to say):—

- (1) Mr. Goldsmid;
- (2) Mrs. Goldsmid;
- (3) Henry Joseph d'Avigdor Goldsmid and the heirs of his body;
- (4) James Arthur d'Avigdor Goldsmid and the heirs of his body;
- (5) Any other children of Mr. Goldsmid by Mrs. Goldsmid and the heirs of their respective bodies;
- (6) Miss d'Avigdor;
- (7) Any children of Miss d'Avigdor;
- (8) Any husband of Miss d'Avigdor who may survive her and his wife and issue in existence during his lifetime;
- (9) The Trustees in their several capacities as trustees of—
 - (a) the marriage settlement;
 - (b) the Vauxhall conveyance;
 - (c) Miss d'Avigdor's charge;
 - (d) Miss d'Avigdor's settlement; and
 - (e) the said compound settlement;

(10) And all and every other persons to or upon whom any estate right title or interest (either at law or in equity) of into out of or upon the settled property or any part thereof was limited or settled or has come or devolved or shall come or devolve under or by virtue of—

A.D. 1928.

(a) the marriage settlement;

(b) the Vauxhall conveyance;

(c) Miss d'Avigdor's charge;

(d) Miss d'Avigdor's settlement;

(e) the said compound settlement; or

(f) any exercise of the powers of appointment or powers of charging or other powers contained or implied in any of those settlements or instruments.

7. This Act shall not be a public Act but shall be printed by the several printers of 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 printed
by King's
Printers to
be evidence.

A.D. 1928.

The SCHEDULES referred to in the
foregoing Act.

FIRST SCHEDULE.

PARTICULARS OF INCUMBRANCES FORMERLY AFFECTING PARTS OF THE SETTLED PROPERTY AND OF THE DISCHARGE THEREOF.

FIRST PART.

EQUITABLE CHARGES UPON THE SOMERHILL ESTATE.

No. 1.

18th July 1904—Memorandum of charge given by Mr. Goldsmid to Messrs. Eyre and Spottiswoode to secure the performance of obligations imposed on Mr. Goldsmid by an agreement dated the 16th day of July 1904 and made between Eyre and Spottiswoode of the first part Mr. Goldsmid of the second part William Maxse Meredith of the third part Herbert Arthur Doubleday of the fourth part Otto Kyllmann of the fifth part and the County History Limited of the sixth part.

21st March 1910—Release by Eyre and Spottiswoode Limited of the above mentioned charge.

No. 2.

2nd November 1906—Memorandum of equitable charge given by Mr. Goldsmid to Coutts and Co. to secure the due performance by Mr. Goldsmid of the obligations imposed upon him by an Agreement dated the 2nd day of November 1906 and made between the County History Syndicate of the first part William Hugh Spottiswoode and others of the second part and Coutts and Co. of the third part.

31st March 1910—Release by Coutts and Co. of part of the property subject to the above-mentioned charge.

3rd February 1922—Release by Coutts and Co. of the remainder of the property subject to the above-mentioned charge.

SECOND PART.

AN INCUMBRANCE AFFECTING PART OF THE WICK ESTATE.

2nd November 1905—Mortgage made between Mr. Goldsmid of the one part and Claude Joseph Goldsmid-Montefiore of the

A.D. 1928.

Date.	Parties to Instrument.	Nature of Instrument.
23rd March 1928.	1. Mr. Goldsmid 2. Henry Frederick Goldschmidt 3. Charles John Stewart Harper 4. Montague Wheeler 5. Charles John Stewart Harper and Montague Wheeler.	Appointment of Montague Wheeler to be a Trustee in place of Henry Frederick Goldschmidt (who retired) and to act jointly with Charles John Stewart Harper of Miss d'Avigdor's charge and Miss d'Avigdor's settlement and of the said compound settlement.

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A.D. 1928.

Date of Document or Event.	Parties to Document.	Nature of Document or Event.
14th October 1916.	The said Richard Lake Harrison died on this date.	
10th February 1917.	1. Mr. Goldsmid 2. George Emanuel Nathan Cecil James Gladdish Hulkes. 3. Charles John Stewart Harper 4. George Emanuel Nathan Cecil James Gladdish Hulkes and Charles John Stewart Harper.	Deed of appointment of Charles John Stewart Harper as a Trustee of the settlement in the place of the said Richard Lake Harrison deceased.
31st December 1920.	1. Mr. Goldsmid 2. George Emanuel Nathan Cecil James Gladdish Hulkes Charles John Stewart Harper. 3. George Emanuel Nathan 4. Montague Wheeler 5. Cecil James Gladdish Hulkes Charles John Stewart Harper and Montague Wheeler.	Deed of retirement of George Emanuel Nathan as a Trustee of the settlement and the appointment of the said Montague Wheeler in his place.
9th March 1921.	The said Cecil James Gladdish Hulkes died on this date leaving the said Charles John Stewart Harper and Montague Wheeler the present Trustees of the settlement.	

SECOND PART.

PARTICULARS OF THE DEVOLUTION OF THE TRUSTEESHIP OF MISS D'AVIGDOR'S CHARGE AND MISS D'AVIGDOR'S SETTLEMENT AND AS RESPECTS THE WHITEKNIGHTS ESTATE OF THE SAID COMPOUND SETTLEMENT.

Date.	Parties to Instrument.	Nature of Instrument.
13th April 1918.	1. Mr. Goldsmid 2. Charles Blackstone Clapcott 3. Henry Frederick Goldschmidt 4. Charles John Stewart Harper 5. Henry Frederick Goldschmidt and Charles John Stewart Harper.	Appointment of Charles John Stewart Harper to be a Trustee of Miss d'Avigdor's charge in place of Charles Blackstone Clapcott (who retired) and to act jointly with Henry Frederick Goldschmidt.

A.D. 1928.

FOURTH PART.

INCUMBRANCE AFFECTING FREEHOLD PROPERTY KNOWN AS NO. 26
PALMEIRA SQUARE HOVE PART OF THE WICK ESTATE.

29th September 1905—Statutory mortgage made between Mr. Goldsmid of the one part and Lewis Woolf of the other part for securing payment of £2,000 and interest.

8th March 1915—Reconveyance made between the said Lewis Woolf of the first part Mr. Goldsmid of the second part and George Emanuel Nathan Richard Lake Harrison and Cecil James Gladdish Hulkes of the third part whereby the premises comprised in the said statutory mortgage were reconveyed to the parties to the said reconveyance of the third part in fee simple To the uses and upon the trusts of the marriage settlement discharged from all principal money and interest and other money secured by the said statutory mortgages.

SECOND SCHEDULE.

FIRST PART.

PARTICULARS OF THE DEEDS AND EVENTS RELATING TO THE DEVOLUTION OF THE TRUSTEESHIP OF THE MARRIAGE SETTLEMENT AND THE VAUXHALL CONVEYANCE (IN THIS PART OF THIS SCHEDULE COLLECTIVELY REFERRED TO AS "THE SETTLEMENT").

Date of Document or Event.	Parties to Document.	Nature of Document or Event.
5th August 1910.	1. Mr. Goldsmid 2. George Emanuel Nathan Robert Waley Cohen and Richard Lake Harrison. 3. Robert Waley Cohen 4. Henry Frederick Goldschmidt 5. George Emanuel Nathan Richard Lake Harrison and Henry Frederick Goldschmidt.	Deed of retirement of Robert Waley Cohen and appointment of Henry Frederick Goldschmidt as a Trustee of the settlement in his place.
12th October 1910.	1. Mr. Goldsmid 2. George Emanuel Nathan Richard Lake Harrison and Henry Frederick Goldschmidt. 3. Henry Frederick Goldschmidt 4. Cecil James Gladdish Hulkes 5. George Emanuel Nathan Richard Lake Harrison and Cecil James Gladdish Hulkes.	Deed of retirement of Henry Frederick Goldschmidt and appointment of Cecil James Gladdish Hulkes as a Trustee of the settlement in his place.

other part whereby parts of the Wick Estate were conveyed to the said Claude Joseph Goldsmid-Montefiore in fee simple by way of mortgage to secure payment of £40,000 and interest. A.D. 1928.

20th July 1921—Transfer of mortgage made between the said Claude Joseph Goldsmid-Montefiore of the one part and Leonard Nathaniel Goldsmid-Montefiore of the other part whereby the said mortgage debt and the securities for the same were transferred to the said Leonard Nathaniel Goldsmid-Montefiore.

20th December 1926—Reconveyance (by way of surrender) made between the said Leonard Nathaniel Goldsmid-Montefiore of the first part Charles John Stewart Harper and Montague Wheeler of the second part and Mr. Goldsmid of the third part whereby the mortgage term (created by the Law of Property Act 1925) in the premises remaining subject to the said mortgage was surrendered on discharge of all principal money and interest secured by the said mortgage.

THIRD PART.

AN INCUMBRANCE AFFECTING THE NIZELS ESTATE (since sold).

23rd June 1902—Mortgage (hereinafter called “the Nizels mortgage”) made between Mr. Goldsmid of the one part and Frederic David Mocatta Sir Charles James Jessel Sidney Philip Phillips and Richard Lake Harrison (in this Part of this schedule called “the original mortgagees”) of the other part whereby the Nizels Estate was conveyed to the original mortgagees in fee simple by way of mortgage for securing payment of £20,000 and interest as therein mentioned.

9th June 1905—Transfer of mortgage made between Sidney Philip Phillips of the first part the said Sir Charles James Jessel and Richard Lake Harrison of the second part and Sir Charles James Jessel Richard Lake Harrison Sidney Benjamin Francis Hoffnung Goldsmid and Sir Herbert Merton Jessel (then Herbert Merton Jessel) (hereinafter collectively called “the transferees”) of the third part whereby the mortgage debt owing under the Nizels mortgage and the securities for the same were transferred to the transferees.

14th October 1916—The said Richard Lake Harrison died.

11th October 1919—Reconveyance made between the said Sir Charles James Jessel Sidney Benjamin Francis Hoffnung Goldsmid and Sir Herbert Merton Jessel of the one part Mr. Goldsmid of the second part and George Emanuel Nathan Cecil James Gladdish Hulkes and Charles John Stewart Harper of the third part whereby the premises comprised in the Nizels mortgage were reconveyed to the parties thereto of the third part in fee simple To the uses and upon the trusts of the marriage settlement discharged from all principal money interest and other money secured by the Nizels mortgage.