



## CHAPTER 2.

An Act to incorporate the trustees of the will of the late Right Honourable Cecil John Rhodes and for other purposes. [26th July 1946.]

**W**HEREAS the Right Honourable Cecil John Rhodes of Cape Town in the Colony of the Cape of Good Hope (hereinafter referred to as "the testator") by his will dated the first day of July one thousand eight hundred and ninety-nine (hereinafter referred to as "the will") appointed the Right Honourable Archibald Philip Earl of Rosebery Knight of the Garter Knight of the Thistle the Right Honourable Albert Henry George Earl Grey Alfred Beit William Thomas Stead Lewis Loyd Michell (afterwards Sir Lewis Loyd Michell) and Bouchier Francis Hawksley to be the executors and trustees thereof and (inter alia) directed his said trustees to establish for male students certain scholarships (in the will referred to as "the Colonial Scholarships") and certain other scholarships (in the will referred to as "the American Scholarships") such scholarships to be of the yearly value of three hundred pounds each and to be tenable at any college in the University of Oxford for three consecutive academical years and further directed his said trustees to set apart out of his estate a scholarship fund sufficient by its income to pay the said scholarships and in addition a yearly sum of one thousand pounds:

And whereas by the will the testator devised his freehold copyhold or leasehold hereditaments in Dalston or elsewhere in the county of London to his said trustees Upon trust to lease or let but not to sell the same and to pay the net income derived therefrom to such of his brothers and sisters as should for the time being be living and while more than one in equal shares and directed his said trustees after the

death of the survivor of the said brothers and sisters to hold the said hereditaments as an accretion to the capital of the said scholarship fund and the net rents and profits of the said hereditaments as an accretion to the income of the said scholarship fund and by means of the increase of the income of the said scholarship fund so arising to establish additional scholarships for students as therein mentioned and authorised and directed his said trustees to obtain at the expense of his estate a private or other Act of Parliament enabling and requiring them to retain the said hereditaments unsold:

And whereas the testator after certain other gifts bequests and dispositions gave the residue of his real and personal estate unto such of them the said Earl of Rosebery Earl Grey Alfred Beit William Thomas Stead Lewis Loyd Michell and Bouchier Francis Hawksley as should be living at his death absolutely and if more than one as joint tenants:

And whereas by various codicils to the will the testator revoked the appointment of the said William Thomas Stead as an executor of the will and appointed as additional executors and trustees of the will the Right Honourable Alfred Lord Milner and Doctor Jameson (afterwards the Right Honourable Sir Leander Starr Jameson baronet) and constituted them his residuary legatees and devisees jointly with those named in the will:

And whereas the testator died on the twenty-sixth day of March one thousand nine hundred and two and the will with six codicils thereto was on the twenty-second day of February one thousand nine hundred and four proved and registered in the Principal Probate Registry of His Majesty's High Court of Justice by the said Earl of Rosebery Earl Grey Alfred Beit and Bouchier Francis Hawksley four of the executors named in the will and the said codicils power being reserved of making the like grant to the other executors named in the will and the said codicils:

And whereas by deed poll dated the ninth day of May one thousand nine hundred and four the said William Thomas Stead renounced and disclaimed all interest under the will in the residuary real and personal estate of the testator and also the office of trustee of the will and the said codicils and if and so far as he was an executor the office of executor of the will and the said codicils:

And whereas all the executors and trustees named in the will and the said codicils (other than the said William Thomas Stead) assumed the trusts thereof and acted as trustees but they are all now deceased and the persons named in this Act are the present trustees of the will and the said codicils:

And whereas the executors and trustees for the time being of the will and the said codicils are hereinafter referred to as "the trustees":

And whereas by the Rhodes Estate Act 1916 a codicil to the will whereby the testator left certain yearly scholarships as therein mentioned was revoked and the trustees were directed to establish twelve further scholarships as therein mentioned:

And whereas the trustees duly established the scholarships directed to be established by the will and the Rhodes Estate Act 1916 and set apart a sufficient scholarship fund and with a view to the better carrying out of the trusts of the will relating to the said scholarships of their own volition created additional scholarships and increased the value of the original scholarships for which purpose they carried to the said scholarship fund moneys at their free disposal and forming part of the residuary estate of the testator:

And whereas by the Rhodes Trust Act 1929 the provisions in the will restricting the discretion of the trustees in the application of the said scholarship fund and in the organisation of scholarships were varied to the extent therein mentioned and the trustees were authorised to establish a capital reserve fund to be applied in the manner and for the purposes therein mentioned and such capital reserve fund has been duly established:

And whereas by a deed poll dated the fifteenth day of June one thousand nine hundred and twenty-one and executed by the trustees the trustees thereby irrevocably appropriated for educational and other charitable trusts as therein mentioned certain investments at their free disposal and also forming part of the residuary estate of the testator:

And whereas there have been added to the funds subject to the trusts of the said deed poll dated the fifteenth day of June one thousand nine hundred and twenty-one certain additional moneys and investments at the free disposal of the trustees and also forming part of the residuary estate of the testator and certain other moneys and investments and freehold properties derived from divers sources:

And whereas by a deed dated the fifteenth day of July one thousand nine hundred and thirty-seven and executed by the trustees certain further moneys at their free disposal and forming part of the residuary estate of the testator were irrevocably appropriated for charitable purposes in any part of the world as therein mentioned:

And whereas the property investments and cash representing the remainder of the residuary estate of the testator and certain other funds derived from other sources were

subsequently appropriated to the trusts of the said deed dated the fifteenth day of July one thousand nine hundred and thirty-seven:

And whereas the trustees of the said deeds dated respectively the fifteenth day of June one thousand nine hundred and twenty-one and the fifteenth day of July one thousand nine hundred and thirty-seven have at all times (except for the period from the fifteenth day of July one thousand nine hundred and thirty-seven to the twenty-eighth day of August one thousand nine hundred and thirty-seven during which two only of the trustees were the trustees of the said deed dated the fifteenth day of July one thousand nine hundred and thirty-seven) been and are now the same persons as the trustees of the will:

And whereas under the will of Francis William Rhodes (the eldest brother of the testator) the trustees in the year one thousand nine hundred and thirty-eight became possessed of his residuary estate and feeling themselves to be under a moral obligation towards Helen Irving Rhodes (the widow of another deceased brother of the testator) they determined to pay to her the income from such residuary estate for her life upon certain conditions which were duly complied with by her:

And whereas the said Helen Irving Rhodes died on the fourth day of December one thousand nine hundred and forty-four leaving two daughters her surviving namely Georgia Margaret Rhodes and Violet Rhodes and the trustees feel themselves to be under a similar moral obligation towards the said two daughters:

And whereas the trustees appropriated the residuary estate of the said Francis William Rhodes so that it became part of the property subject to the provisions of the said deed dated the fifteenth day of July one thousand nine hundred and thirty-seven:

And whereas part of the property subject to the trusts of the said deed dated the fifteenth day of July one thousand nine hundred and thirty-seven became vested in the trustees in circumstances which in their opinion made it proper that they should provide for the payment to Lady Smartt (the widow of a friend and associate of the testator) of a net annual sum of one thousand pounds and they have accordingly made such payments out of the said property in and since the year one thousand nine hundred and forty:

And whereas it is expedient that for the purpose of more effectually carrying out the main purposes of the will and of the said deeds dated respectively the fifteenth day of June one thousand nine hundred and twenty-one and the fifteenth day of July one thousand nine hundred and thirty-seven

the trustees should be incorporated as a body corporate with perpetual succession as provided by this Act and that the moneys investments and properties now subject to or administered for the objects of the trusts of the said deeds should together constitute one fund:

And whereas doubts have arisen as to whether the trustees as trustees of the will and as trustees of the said deed dated the fifteenth day of June one thousand nine hundred and twenty-one have power to invest trust moneys in the purchase of land and as to certain other matters relating to the construction and operative effect of that deed and of the said deed dated the fifteenth day of July one thousand nine hundred and thirty-seven:

And whereas the properties mentioned in the schedule to this Act form part of the scholarship fund or are comprised in the said deed dated the fifteenth day of June one thousand nine hundred and twenty-one the property first mentioned in Part I of the said schedule being that which now represents the Dalston estate devised by the will as aforesaid which has now fallen into possession:

And whereas doubts are entertained as to whether or in what way the operation of the Mortmain and Charitable Uses Acts has affected the title of the trustees to the said properties mentioned in the schedule hereto:

And whereas<sup>iv</sup> it is expedient that for the removal of such doubts as aforesaid<sup>of</sup> and otherwise for enabling the trustees more conveniently<sup>of</sup> and effectually to deal with and dispose of the funds and properties vested in them or under their control in full accordance with the wishes and intentions of the testator the provisions contained in this Act should be enacted:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

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

1. This Act may be cited as the Rhodes Trust Act 1946. Short title.

2. In this Act—

“ the present trustees ” means—

The Right Honourable Léopold, Charles  
Maurice Stennett Amery;

Interpretation.

The Right Honourable Stanley Earl Baldwin of Bewdley Knight of the Garter;

Sir Edward Robert Peacock Grand Commander of the Victorian Order;

Sir Reginald Sothern Holland Baronet;

The Very Reverend John Lowe Doctor of Divinity;

George Thomas Hutchinson;

The Right Honourable Baron Hailey of Sharpur and Newport Pagnell Grand Commander of the Star of India Grand Commander of St. Michael and St. George Grand Commander of the Indian Empire;

“ the Rhodes Trust ” means the body corporate constituted by this Act;

“ the Rhodes Trustees ” means the present trustees or the survivors of them and such other persons as shall be appointed under the provisions of this Act to be and shall from time to time hold office as members of the Rhodes Trust;

“ the testator ” means the late Right Honourable Cecil John Rhodes;

“ the will ” means the will and codicils of the testator;

“ the scholarship fund ” means the property for the time being representing the scholarship fund set apart pursuant to the will and the capital reserve fund constituted pursuant to the Rhodes Trust Act 1929 including in the case of each of the said funds any augmentation thereof whether past or future by way of gift or benefaction or otherwise;

“ the deed poll ” means the said deed poll dated the fifteenth day of June one thousand nine hundred and twenty-one executed by the then trustees of the will;

“ the 1937 deed ” means the said deed dated the fifteenth day of July one thousand nine hundred and thirty-seven executed by the then trustees of the will.

Incorporation  
of trustees.

3. The present trustees are hereby constituted for all purposes a body corporate with perpetual succession under the name of “ the Rhodes Trust ” with a common seal and shall by that name be capable in law of suing and being sued and subject to the provisions of this Act of doing and performing all such acts and things as bodies corporate may by law do and perform and in particular of managing or acting as trustees of funds or property held upon trust for educational or other charitable purposes in any part of the world.

4. The affairs and property of the Rhodes Trust shall be managed and administered by the Rhodes Trustees.

Management and administration.

5. If a member of the Rhodes Trust shall be desirous of retiring from such membership and shall give to the Rhodes Trust notice of such his desire specifying the date on which his retirement is to take effect or if a resolution calling upon a member of the Rhodes Trust to resign his office is passed by the votes of not less than three-fourths of all the other members then (in the former case) as from the date specified in that behalf in such notice or (in the latter case) as from the giving to the member named in such resolution of notice in writing of the passing thereof the member giving such notice or the member so named (as the case may be) shall cease to hold office as a member of the Rhodes Trust.

Retirement or resignation of members of Rhodes Trust.

6. The Rhodes Trust shall have power at any time and from time to time to appoint any person to be a member thereof either for the purpose of filling a vacancy caused by death or arising under the provisions of the section of this Act of which the marginal note is " Retirement or resignation of members of Rhodes Trust " or any person or persons as an additional member or additional members.

Appointment of new members of Rhodes Trust.

7. The number of members of the Rhodes Trust shall not be less than seven. Provided that if the number shall fall below seven the continuing members shall be entitled pursuant to the provisions of the section of this Act of which the marginal note is " Appointment of new members of Rhodes Trust " to fill vacancies.

Number of members of Rhodes Trust.

8.—(1) The Rhodes Trustees shall meet together from time to time for the purpose of exercising their powers and discharging their duties. At any such meeting three members shall constitute a quorum and subject to the provisions of the section of this Act of which the marginal note is " Retirement or resignation of members of Rhodes Trust " decisions shall be taken by a simple majority of the members present.

Conduct of Trustees' business.

(2) Subject as aforesaid the Rhodes Trustees may make such rules or regulations as they think fit with regard to the convening and conduct of their meetings the delegation of their powers and duties to committees or officers and the custody and affixing of the common seal and shall be entitled from time to time to amend revoke or add to such rules or regulations.

9. The deed poll and the 1937 deed are hereby revoked and the property investments and moneys which immediately before the commencement of this Act were administered by the present trustees for the purposes of the deed poll and

Constitution of public purposes fund.

the 1937 deed respectively shall as from the date of such commencement constitute an aggregate fund which is hereinafter called "the public purposes fund" which expression shall include the property from time to time representing the property investments and moneys aforesaid and shall also include any property investments and moneys hereafter coming by way of gift or benefaction to the Rhodes Trust unless the donor or benefactor shall otherwise specifically direct.

Vesting of  
property and  
saving of  
rights of  
action etc.

10.—(1) (a) Upon the commencement of this Act the scholarship fund and the public purposes fund including the real property specified in Part I of the schedule to this Act and all other (if any) property or rights corporeal or incorporeal now by virtue of the will or otherwise vested in or exercisable by the present trustees as such shall be and the same are hereby vested in the Rhodes Trust in the case of the said real property for an estate in fee simple subject as mentioned in Part II and Part III respectively of the said schedule but otherwise free from incumbrances and in the case of the other property investments and moneys comprised in the scholarship fund and the public purposes fund respectively and all other (if any) property or rights as aforesaid for all the interest therein of the present trustees.

(b) The expression "the signed plans" where used in the said schedule means the plans signed in triplicate by the Right Honourable the Viscount Mersey the chairman of the committee of the House of Lords to which the Bill for this Act was referred which plans have been deposited in the Parliament Office House of Lords and the Committee and Private Bill Office House of Commons and with the secretary of the Rhodes Trust.

(2) All purchases sales conveyances grants assurances deeds contracts bonds and agreements entered into or made before the date of the commencement of this Act by to or with the present trustees in their capacity of trustees of the will and of the deed poll and the 1937 deed and in force at that date and all debts liabilities and obligations incurred by the present trustees in their said capacity and outstanding or subsisting at that date shall be as binding and of as full force and effect in every respect against or in favour of the Rhodes Trust and may be enforced as fully and effectually as if instead of the present trustees the Rhodes Trust had been a party to such purchases sales conveyances grants assurances deeds contracts bonds or agreements or had incurred such debts liabilities and obligations.

(3) If at the date of the commencement of this Act any action arbitration or proceeding or any cause of action arbitration or proceeding is pending or existing by against or in



favour of the present trustees the same shall not abate or be discontinued or be in any wise prejudicially affected by reason of anything in this Act but the same may be continued prosecuted or enforced by against or in favour of the Rhodes Trust as and when it might have been continued prosecuted or enforced by against or in favour of the present trustees if this Act had not been passed.

11. Subject to the provisions of this Act the Rhodes Trust shall hold and administer the scholarship fund upon the trusts and with and subject to the powers and provisions by and in the will as modified by the Rhodes Estate Act 1916 and the Rhodes Trust Act 1929 declared and contained of and concerning the same.

Trusts of  
scholarship  
fund.

12.—(1) Subject to the provisions of this Act the Rhodes Trust shall hold the public purposes fund upon trust to apply the income thereof or the whole or any part of the capital thereof for the promotion or advancement in any part of the British Commonwealth of Nations or in the United States of America of any educational or other charitable purposes in such manner as they shall in their uncontrolled discretion think fit and without prejudice to the generality of the foregoing provisions of this section the Rhodes Trust may make any such grants gifts or other payments either to an individual or to an institution or organisation as will in the opinion of the Rhodes Trustees promote or advance or tend to promote or advance the cultural or social welfare of the people of the British Commonwealth of Nations or the furtherance of good relations amongst the various peoples of the British Commonwealth of Nations or between those peoples and the peoples of the United States of America.

Trusts of  
public pur-  
poses fund  
and powers in  
relation  
thereto.

(2) In relation to the public purposes fund the Rhodes Trust shall in addition to any powers vested in them by law have the following powers (that is to say):—

- (a) The Rhodes Trust may retain the whole or any part of the public purposes fund in the state of investment existing at the commencement of this Act or in the case of any gift or benefaction coming to the Rhodes Trust after the commencement of this Act in the same state of investment as at the date of such gift or benefaction for so long as they shall think fit or may at any time or times sell or otherwise realise the same or any part thereof and may invest the proceeds of any such sale or realisation in the purchase of or on the security of such stocks funds shares securities and other investments of whatsoever nature and wheresoever and whether involving liability or not and whether or not

authorised by law for the investment of trust funds and generally in such manner as the Rhodes Trust shall in their uncontrolled discretion think fit and may from time to time sell or otherwise dispose of any property forming part of the public purposes fund and vary or transpose investments;

- (b) The Rhodes Trust may appropriate either revocably or irrevocably to any particular educational or other charitable purpose (including the scholarship fund) any part of the public purposes fund and if thought fit may vest the property so appropriated and the management thereof in other trustees;
- (c) The Rhodes Trust may pay or transfer any part of the income or capital of the public purposes fund to any particular educational or other charitable institution or organisation in any part of the world (whether incorporated or not) and may accept the receipt or discharge of the treasurer or other proper officer of such institution or organisation for any such payment or transfer;
- (d) The Rhodes Trust may in their discretion continue in favour of the said Georgia Margaret Rhodes and Violet Rhodes during their joint lives and the life of the survivor of them the provision heretofore made for the benefit of the said Helen Irving Rhodes and may also continue in favour of Lady Smartt during her life such provision as has heretofore been made by the present trustees as mentioned in the preamble to this Act and may if they think fit apply any part of the public purposes fund in the purchase of an annuity for the purpose of making such provision for the said Lady Smartt;
- (e) The Rhodes Trust may out of the capital or income of the public purposes fund pay pensions or make grants to or for the benefit of retired officers or servants or the widows or dependants of deceased officers or servants of the Rhodes Trust and may continue to pay any pensions heretofore paid by the present trustees.

(3) The expression "the British Commonwealth of Nations" where used in this section includes the United Kingdom of Great Britain and Northern Ireland India and any dominion dependency colony protectorate country mandated territory and condominium for the time being forming part of the British Commonwealth of Nations and Empire.

13. In relation both to the scholarship fund and to the public purposes fund the Rhodes Trust shall in addition to any powers vested in them by law have the following powers (that is to say):—

- (a) Power without any further authority than such as is conferred by this Act to acquire by purchase lease gift or otherwise for any estate or interest and hold any land in any part of the world (but if outside the United Kingdom only if and so far as is permissible under the law for the time being operative in the place in which the land is situate) for the purpose of occupation use or investment and to dispose of the same or any estate or interest therein by sale lease or otherwise Provided always that no purchase of land for investment shall be made if by reason of such purchase the value of that part of the aggregate assets of the Rhodes Trust (as shown by their latest annual balance sheets) for the time being represented by land other than the excepted land (that is to say land either held at the passing of this Act or hereafter acquired by gift or for use or occupation or land substituted therefor respectively) would exceed one-fourth of the total value of such aggregate assets as shown as aforesaid including the excepted land;
- (b) Power to purchase and hold in the names of any nominees any investments;
- (c) Power to act abroad by an attorney or attorneys appointed under the common seal;
- (d) Power to borrow money for the purpose of executing any of their trusts or powers and to secure the repayment thereof with or without interest by a mortgage or charge of the public purposes fund or any part thereof;
- (e) Power to pay all charges and expenses incurred in the execution of the trusts affecting the scholarship fund and the public purposes fund respectively including the remuneration of any officer servant or agent either out of the scholarship fund or the public purposes fund or partly out of one and partly out of the other as they shall from time to time think fit.

14. All costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Rhodes Trust out of the public purposes fund.

The SCHEDULE referred to in the  
foregoing Act.

PART I.

Particulars of the freehold properties vested in the Rhodes Trust by the provisions of subsection (1) of the section of this Act of which the marginal note is "Vesting of property and saving of rights of action etc."

A. THE DALSTON ESTATE.

All those pieces or parcels of land situate in the parish of Dalston in the county of London and the messuages dwelling-houses and buildings erected thereon known as numbers 136 140 142 144 146 and 148 Lansdowne Drive numbers 15 17 19 21 21A 23 23A 25 25A 27 29 35 37 53 57 63 67 69 75 and 77 Parkholme Road numbers 214 216 218 220 222 224 226 228 230 232 234 236 238 305 307 309 311 313 315 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 335 337 339 341 343 345 347 349 351 353 355 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 and 402 Queensbridge Road numbers 1 2 3 4 5 6 7 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 32 34 38 40 42 44 49 50 51 53 55 and 57 Holly Street numbers 12 14 16 18 26 28 30 32 34 36 38 40 42 44 62 64 66 68 70 72 74 and 76 and Trinity School Mayfield Road numbers 19 21 79 81 83 and 85A Forest Road numbers 39 41 43 45 47 47A 47B 60 62 64 66 68 70 72 74 76 78 80 82 84 86 92 94 96 98 100 102 104 106 108 110 112 114 and 116 Richmond Road numbers 48 50 52 54 56 58 59 60 61 62 63 64 65 66 67 68 69 71 73 and 75 Lenthall Road numbers 11 13 14A 14 15 17 19 21 22 23 24 25 26 27 28 37 39 41 43 45 46 47 48 49 50 52 54 56 and 58 Mapledene Road numbers 1 2 3 4 5 6 7 8 9 10 11 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 and 31 Bay Street numbers 35 37 39 41 43 45 47 49 51 53 55 57 59 61 63 65 67 69 71 73 75 77 79 81 and 83 and Orchard Cottage Middleton Road All which premises are more particularly delineated and described in and by that sheet of the signed plans marked "A" and thereon coloured pink.

B. 89 HIGH STREET WATFORD HERTS.

First all that piece or parcel of land situate on the north-east side of the High Street at Watford in the county of Herts and having a frontage on the south-west side thereof to High Street aforesaid and bounded on the north-west side thereof by a messuage premises and shop known as No. 87 High Street and bounded at the rear or north-east side thereof by the premises secondly hereinafter described and bounded on the south-east side by premises known as 91 High Street Watford which formerly formed part of or were held with the George Hotel Together with the messuage shop and premises standing thereon and now and for some time past known as No. 89 High Street Watford aforesaid All which said premises are for the purposes of identification only but not of limitation or conveyance delineated on that sheet of the signed plans marked "B" and thereon coloured green.

And secondly all those two pieces or parcels of land formerly forming part of the site of the said George Hotel as the same are shown on the said sheet of the signed plans marked " B " and thereon coloured pink and blue Except and reserving to Marks & Spencer Limited and their successors in title the right to lay and maintain drains through or under the said land coloured blue on the said sheet of the signed plans for the service of their adjoining building No. 91 High Street upon the condition that Marks & Spencer Limited shall make good at their own expense all damage caused to the said land or the adjoining property of the present trustees And also except and reserving to Marks & Spencer Limited and their successors in title the right to open and maintain windows in No. 91 High Street aforesaid flanking the said land coloured blue as shown on the said sheet of the signed plans marked " B " but Marks & Spencer Limited shall not acquire any right of light in respect of the said windows which will prevent the present trustees or their successors in title from building on the said land coloured blue or from rebuilding or altering their said premises No. 89 High Street aforesaid in such manner as they or their successors in title may at any time think fit.

**C. 47 WESTERN ROAD AND 29 CLARENCE SQUARE BRIGHTON.**

All that piece of land situate on the south side of Western Road in the borough of Brighton in the county of Sussex containing in breadth from east to west 14 feet 5 inches and in depth from north to south 67 feet (exclusive of an area or forecourt of the width of 13 feet on the south side thereof) be the said dimensions or either of them a little more or less and abutting to Western Road aforesaid on the north to the said area or forecourt on the south to No. 46 Western Road with a messuage in the rear fronting to Clarence Square on the east and to No. 48 Western Road with a messuage in the rear fronting to Clarence Square aforesaid on the west or howsoever otherwise abutting Together with the messuage shop and hereditaments known as No. 47 Western Road aforesaid and a messuage and hereditaments known as No. 29 Clarence Square aforesaid now standing and being thereon or on some part thereof Together also with the exclusive use and enjoyment of the said area or forecourt as an area or forecourt to No. 29 Clarence Square aforesaid And together also with the use and enjoyment in respect of No. 29 Clarence Square aforesaid in common with the other persons who are or may become entitled thereto of the enclosure in Clarence Square on payment of a proportionate part of the expense of maintaining and keeping in good order the same and the fences thereof.

**D. 74 75 AND 76 WESTERN ROAD BRIGHTON.**

All those messuages shops and premises known as Nos. 74 75 and 76 Western Road Brighton in the county of Sussex together with the cellars appertaining thereto situate partly under the footway of Western Road aforesaid and forming part of the premises in the occupation of Chipperfield & Butler Ltd. and known as Regency House which said premises are for the purpose of identification only delineated on that sheet of the signed plans marked " C " and thereon coloured pink.

**E. 78 WESTERN ROAD BRIGHTON.**

All that piece of land situate on the south side of Western Road in the borough of Brighton containing in front from east to west about

18 ft. and in depth from north to south about 90 ft. Together with the messuage shop and other buildings erected thereon and known as No. 78 Western Road aforesaid.

**F. 81 WESTERN ROAD BRIGHTON.**

All that piece or parcel of land or ground having a frontage of 17 feet 6 inches to Western Road Brighton in the county of Sussex Together with the messuage erected thereon and known as 81 Western Road aforesaid and more particularly delineated and described in that sheet of the signed plans marked "D" and thereon partly edged with red and partly coloured blue the part coloured blue comprising only the first floor above Bank Passage as shown on the said sheet of the signed plans and the wall on the west side between the said property and the adjoining property known as No. 82 Western Road Brighton aforesaid between the points marked A—B on the said sheet of the signed plans being a party wall Together with the free use and liberty of the passage marked "Right of way" on the said sheet of the signed plans to and for the present trustees and their successors in title the present trustees and their successors in title paying in common with the other persons entitled to use the same a due proportion of the expenses of making and maintaining the same Together also with all such rights and easements or quasi-rights or quasi-easements as were on the 15th day of October 1937 used or enjoyed in connection with No. 81 Western Road aforesaid over the said adjoining property No. 82 Western Road aforesaid but excepting and reserving unto Hetheringtons Limited and their successors in title all such rights and easements or quasi-rights and quasi-easements as were on the 15th day of October 1937 used or enjoyed by Hetheringtons Limited in connection with the said adjoining property No. 82 Western Road aforesaid belonging to them over No. 81 Western Road aforesaid in like manner in each case as if the properties had before the said 15th day of October 1937 belonged to different owners and such rights or easements or quasi-rights or quasi-easements had been acquired by prescription.

**G. 66 68 AND 70 HIGH STREET AND 1 2 AND 3 ETHELBERT ROAD BROMLEY.**

All that piece of land situate in the parish of Bromley in the county of Kent and on the west side of and adjoining the high road from Sevenoaks to London (now known as "High Street") and on the south side of and adjoining Ethelbert Road having a frontage to the said High Street of 68 feet 6 inches or thereabouts and a depth on the north-west side of Ethelbert Road of 139 feet 3 inches or thereabouts on the south-east side of 134 feet 6 inches and on the south-west side of 71 feet or thereabouts be such dimensions little more or less Together with the premises erected thereon or on some part thereof and known as numbers 66 68 and 70 High Street and 1 2 and 3 Ethelbert Road Bromley aforesaid which said premises are for the purposes of identification only and not of limitation restriction or enlargement shown upon that sheet of the signed plans marked "E" and thereon coloured pink.

**H. 90 AND 94 HIGH STREET BROMLEY.**

All those pieces or parcels of land situate on the west side of High Street Bromley in the county of Kent Together with the shops and

buildings erected thereon and known as numbers 90 and 94 High Street Bromley aforesaid All which said premises are more particularly delineated on that sheet of the signed plans marked " F " and thereon coloured pink Together also with the right (in common with all others having a similar right) to pass and repass over and along the part of the passage-way leading from the rear of the said premises to High Street aforesaid coloured brown on the said sheet of the signed plans And together also with the full and free passage of water and soil from numbers 90 and 94 High Street aforesaid through the sewers drains and watercourses which now are or may hereafter be in or under the premises adjoining or adjacent thereto with power for the present trustees at all reasonable times to enter such premises for the purpose of repairing the said sewers drains and watercourses doing as little damage as possible to the property entered upon and restoring the surface at their cost without unnecessary delay Excepting and reserving unto Keythorpe Estates Company and all others similarly entitled the right to pass water and soil from the other buildings present and future and land adjoining or near to numbers 90 and 94 High Street aforesaid through the sewers drains and watercourses which now are or may hereafter be in or under the said premises with power for the owner of such adjoining or neighbouring property or any part or parts thereof at all reasonable times hereafter to enter upon numbers 90 and 94 High Street aforesaid for the purpose of repairing the said sewers drains and watercourses doing as little damage as possible to the property entered upon and restoring the surface at their own costs and without unnecessary delay.

#### I. HILDERSHAM HALL HILDERSHAM IN THE COUNTY OF CAMBRIDGE.

All that messuage or mansion house called Hildersham Hall Hildersham in the county of Cambridge with the cottages outbuildings park gardens lake plantations and pasture lands thereto belonging which for the purpose of identification and not by way of grant or limitation of grant are delineated on that sheet of the signed plans marked " G " and thereon coloured pink and more particularly described as follows (that is to say):—

No. on sheet G of the defined plans.	Description.	Area-acres.
37	Woodland	.335
38	Stream	.176
39	Kitchen garden	1.850
40	Meadow	.763
41	Plantation	2.505
42	Pathway	.117
43	Plantation	1.306
44	Hilda Woods	.768
45	Island	.212
47	Woodland	.407
48	Woodland	1.021
49	Hildersham Hall stables and grounds	2.814

No. on sheet G of the defined plans.	Description.	Area-acres.
Part 50	Farm buildings ... ..	.275
51	Orchard ... ..	3.100
87	South lodge and plantation ....	6.151
88	Parkland ... ..	4.196
89	Parkland ... ..	26.186
90	Rook plantations ... ..	2.179
91	Parkland ... ..	4.242
92	Plantation ... ..	.984
93	Lake ... ..	1.873
94	Plantation ... ..	2.661
95	Parkland ... ..	3.898
96	Woodland ... ..	1.817
100	Woodland ... ..	.430
101	Woodland and West Cottage	1.274
102	Woodland ... ..	.668
106	Meadowland ... ..	.272
		A.72.480

**J. RHODES HOUSE OXFORD.**

First all that piece of land on the south side of and bounded on the north by South Park Road in the city of Oxford forming part of the garden attached to the residence of the warden of Wadham College in the University of Oxford and containing two acres which said piece of land is for the better identification thereof but not further or otherwise delineated on that sheet of the signed plans marked "H" and thereon coloured pink.

And secondly all those two strips of land lying to the west of the piece of land first hereinbefore described containing together three hundred and fifty-nine square yards or thereabouts and which strips of land are for the better identification thereof but not further or otherwise delineated on the said sheet of the signed plans and thereon coloured mauve Excepting and reserving to the warden fellows and scholars of Wadham College in the University of Oxford of the foundation of Nicholas Wadham esquire and Dorothy his wife all such rights as the said warden fellows and scholars have in or over the passage shewn and coloured green on the said sheet of the signed plans.

And thirdly all that messuage known as "Rhodes House" and the appurtenances erected on the premises or on some part or parts thereof.

**K. 32 ASH GROVE HEADINGTON OXFORD.**

All that plot of land situate in Barton in the parish of Headington formerly in the county but now in the city of Oxford having a frontage of twenty-five feet or thereabouts to a road there called Ash



Grove and delineated on that sheet of the signed plans marked " I " and thereon coloured pink Together with the messuage or tenement and outbuildings erected on the said plot of land or on some part thereof now known as No. 32 Ash Grove Headington aforesaid Together also with the right for the present trustees in common with all other persons having the like right at all times hereafter and for all purposes with or without horses carts carriages motor cars and other ordinary vehicles laden or unladen to go pass and repass over and along the said road called Ash Grove marked on the said sheet of the signed plans Together with the benefit of the covenants conditions and stipulations contained in a conveyance of the above property dated the 22nd October 1928 mentioned in Part II of this schedule so far as the same are now subsisting and relate to or affect the said property but subject to the proviso contained in the said conveyance dated the 22nd October 1928.

## PART II.

Particulars of the restrictive covenants and other matters (apart from leases) subject to which the said freehold properties are vested in the Rhodes Trust as aforesaid.

## A. As to 89 HIGH STREET WATFORD HERTS.

Subject to the covenants contained in a conveyance of that part of the property shewn and coloured pink and blue on that sheet of the signed plans marked " B " dated the 19th day of July 1936 which said covenants affect only the said lands coloured pink and blue but only in so far as the same subsist and affect the above property and are capable of being enforced as restrictive covenants against the above property a copy of which is as follows (namely):—

" The bank with the intent to bind the land hereby conveyed into whosoever hands the same may come but not so as to render the bank liable in damages after it shall have parted with all interest in the said land hereby covenants with the company that neither the land hereby conveyed nor any part thereof nor any building at any time erected thereon shall without the consent in writing first had and obtained of Benskins Watford Brewery Ltd. of the Cannon Brewery Watford Herts for whose benefit this covenant is made be used for the sale or supply either wholesale or retail of any beer wines or spirits or other intoxicating liquors nor shall any such building be used as a public house beer-house off-licence or club where liquor is sold or consumed."

And subject also to the agreement contained in the said conveyance a copy of which is as follows:—

" In consideration of the premises it is hereby agreed by and between the parties hereto that the flank wall of No. 89 High Street aforesaid on the southerly side thereof which extends in front of the frontage of the proposed building " (meaning thereby No. 91 High Street aforesaid) " shall not at any time hereafter be used for advertising purposes either by the company or the bank or the persons deriving title under them respectively."

B. As to 47 WESTERN ROAD and 29 CLARENCE SQUARE BRIGHTON  
SUSSEX.

Subject as mentioned in the conveyance of the above property dated 29th September 1933 (but only in so far as the matters mentioned therein subsist and affect the above property and are capable of being enforced as restrictive covenants against the above property) (namely):—

“ Subject as to that portion of the said hereditaments as is known as 29 Clarence Square to a covenant contained in an indenture dated the 28th day of December 1811 that no house or building should project or advance towards the south beyond the line of the houses at that date built in Clarence Place (now Clarence Square aforesaid) And to the covenants on the part of the grantee contained in an indenture dated 30th day of September 1878 and made between Henry Abbey and William Dawson Savage of the first part Ann Dench of the second part Edward Dench of the third part Lambert Dench of the fourth part Charlotte Dench of the fifth part Mary Ann Benedicta Dench of the sixth part the said William Dawson Savage and Thomas Williams of the seventh part and Peter Alfred Taylor of the eighth part so far as such covenants respectively are still subsisting and capable of being enforced in respect of the said hereditaments ” a copy of which is as follows (that is to say):—

“ That the elevation of the said messuage number 29 Clarence Square shall not at any time hereafter be altered and that the said Peter Alfred Taylor his heirs or assigns shall not carry on or suffer to be carried on in or upon No. 29 Clarence Square aforesaid any trade business or calling whatsoever except only that of a seminary or surgeon or solicitor or architect or otherwise use the same or any part thereof to the annoyance or injury of the adjoining property And also that the said Peter Alfred Taylor his heirs or assigns will on demand pay unto the said William Dawson Savage and Thomas Williams their heirs and assigns a proportionate part of the expense of maintaining and keeping in good order the said enclosure ” (in Clarence Square aforesaid) “ and the walls and fences thereof and the plantation thereon.”

C. As to 66 68 AND 70 HIGH STREET AND 1 2 AND 3 ETHELBERT ROAD  
BROMLEY KENT.

Subject to building and other restrictions contained in three several conveyances respectively (i) dated the 16th May 1868 and made between the British Land Company Limited of the one part and Frederick Hunt of the other part (ii) dated the 15th day of May 1869 and made between the said British Land Company Limited of the one part and the said Frederick Hunt of the other part (iii) dated the 23rd May 1872 and made between the said British Land Company Limited and Frederick Lucas of the other part as modified by an

order of the official arbitrator (acting under section 84 of the Law of Property Act 1925) dated the 2nd April 1935 namely in so far as such building and other restrictions subsist and affect the above property and are capable of being enforced as restrictive covenants against the above property.

Subject also to a party-wall agreement dated the 25th-day of March 1935 and made between Midland Shop Properties Limited of the one part and Harrison Gibson Limited of the other part.

D. As to 90 AND 94 HIGH STREET BROMLEY KENT.

Subject as mentioned in the conveyance of the above property dated the 3rd day of November 1933 of the other part (namely):—

“ Subject to the rights of the owners of Numbers 4 7 8 and 9 Ravensfell Parade ” (which said properties are now known as Nos. 92 98 100 and 102 High Street Bromley Kent) “ and the land on the west side of the said passage-way to erect buildings on their said premises notwithstanding that the lights of the said premises hereby assured may be interfered with.”

“ The purchasers hereby covenant with the vendor that they the purchasers and their successors in title will at all times hereafter pay and contribute a due proportion of the expense of maintaining repairing and cleaning so much of the said passage-way as is coloured brown on the said plan such proportion in case of dispute to be decided by the surveyor of the vendor or its successors in title ”;

but only in so far as the said covenant subsists and affects the above property and is capable of being enforced as a restrictive covenant against the said property.

E. As to RHODES HOUSE OXFORD.

Subject to the covenant contained in a conveyance of the above property dated the 30th day of December 1925 and made between the warden fellows and scholars of Wadham College in the University of Oxford of the foundation of Nicholas Wadham esquire and Dorothy his wife (therein called “ the vendors ”) of the one part and the predecessors in title of the present trustees (therein called “ the purchasers ”) of the other part in so far as the same subsists and affects the property and is capable of being enforced as a restrictive covenant running with the land (namely):—

“ The purchasers hereby for themselves and their assigns covenant with the vendors and their assigns owners for the time being of the remainder of the said garden to the effect following:—

- (a) That the purchasers their heirs or assigns will to the reasonable satisfaction of the vendors erect on the piece of land first hereinbefore described a sufficient boundary wall between that land and the adjoining land of the vendors except

within the area where a wall would interfere with the roots of the copper beech tree marked on the said plan in which area a railing shall be substituted for the wall the said boundary wall to be not less than five feet in height and of a character approved by the vendors which approval shall not be unreasonably withheld;

- (b) And that before erecting the said wall and any buildings on the said lands hereby agreed to be sold the purchasers their heirs or assigns will submit the plans of such buildings to the vendors for approval which approval shall not be unreasonably withheld;
- (c) And that if at any time hereafter during the lifetime of His present Majesty King George and his descendants now living or of the survivors or survivor of them or within twenty-one years after the decease of the last survivor of them the purchasers their heirs and assigns shall be desirous of selling or parting with all or any part of the lands hereinbefore conveyed they the purchasers their heirs or assigns shall make an offer of the same to the vendors in writing addressed to their warden or bursar for the time being at the price of ten thousand pounds per acre exclusive of the value as between a willing vendor and a willing purchaser to be determined by two valuers or their umpire in the usual way of any buildings thereon and the purchasers their heirs and assigns shall not sell or part with the same to any person or corporation unless the vendors shall have either signified to the purchasers their heirs or assigns their decision not to repurchase or shall have failed to notify the purchasers their heirs or assigns their decision in regard to such offer for six calendar months after the date on which such offer shall have been received by the vendors."

F. As to 32 ASH GROVE HEADINGTON OXFORD.

Subject to the following covenants but only in so far as the same subsist and affect the above property and are capable of being enforced as restrictive covenants against the said property (namely):—

- (i) Subject (but only in so far as aforesaid) to a covenant contained in a conveyance of (inter alia) the above property dated the 31st December 1925 and made between Horace Joseph Bradley (therein called "the vendor") and William John Berry and William Wheeler (therein called "the purchasers") and made by the purchasers with the vendor and his assigns; and
- (ii) Subject (but only in so far as aforesaid) to a covenant contained in a conveyance of the above property dated the 22nd October 1928 and made between Samuel Cripps (therein called "the vendor") and Frederick David Lyddiatt (therein called "the purchaser") and made by the purchaser with the vendor.

## PART III.

Particulars of the leases subject to which the said freehold properties are vested in the Rhodes Trust as aforesaid.

A. *As regards the Dalston estate.*

Property	Date	Original lessees	Term	Rent
21 Parkholme Road.	30th September 1897.	A. J. Priddy...	99 years from 25th March 1895.	£7.0.0 per annum.
21A do.	20th September 1897.	J. H. Elliott...	do.	do.
23 do.	18th August 1897.	William Clues	do.	do.
23A do.	10th August 1897.	Z. Dudley ...	do.	do.
25 do.	do.	do.	do.	do.
25A do.	5th July 1897	George Willson	do.	do.
27 do.	do.	do.	do.	do.
29 do.	22nd April 1897	George Pincott	do.	do.
35 do.	19th March 1897.	H. Sumerling	do.	do.
37 do.	do.	do.	do.	do.
53 do.	10th May 1894	T. A. Deacock	99 years from 24th June 1892.	£8.8.0 per annum
57 do.	7th March 1894	Stephen Gee...	do.	do.
63 do.	24th April 1894	E. J. Lambert	do.	£10.10.0 per annum.
67 do.	23rd June 1893	William Brown	do.	£8.8.0 per annum.
69 do.	do.	do.	do.	do.
55 & 57 Holly Street.	9th August 1945	William Thomas Marshall.	7 years from 24th June 1945.	£100 per annum.
Trinity School Mayfield Road.	24th July 1882	The Reverend Richard Samuel Has-sard Edward Gates and Henry Star-ling.	99 years from 25th March 1882.	£6.0.0 per annum.
85A Forest Road	28th April 1896	Harry Harper	99 years from 25th March 1895.	£7.0.0 per annum.
1 Bay Street ...	21st December 1907.	Franc McCann	40 years from 29th September 1907.	£6.0.0 per annum.
Orchard Cottage Middleton Road.	6th May 1941	The London Co-operative Society Ltd.	7 years from 24th June 1940.	£350 per annum.

And as regards the other properties comprised in the Dalston estate subject to the weekly monthly and other short tenancies at present subsisting.

B. *As to the properties comprised in Part I hereof other than the Dalston estate.*

Property	Date	Original lessees	Term	Rent
89 High Street Watford Herts.	11th January 1927.	Rego Clothiers Limited.	63 years from 25th December 1926.	£400 per annum and fire insurance.

Property	Date	Original Lessees	Term	Rent
47 Western Road and 29 Clarence Square Brighton Sussex.	21st June 1933	Wholesale Gifts Ltd.	21 years from 24th June 1933.	£650 per annum and fire insurance.
74, 75 and 76 Western Road Brighton Sussex.	9th July 1935	Chipperfield & Butler Ltd.	20 years from 24th June 1935	£2,000 per annum.
do.	do.	do.	35 years from 24th June 1955.	do.
78 Western Road Brighton Sussex.	29th September 1939.	Chipperfield & Butler Ltd.	From 29th September 1939 to 24th June 1955.	£625 per annum
do.	do.	do.	35 years from 24th June 1955.	do.
81 Western Road Brighton Sussex.	15th October 1937.	Hetheringtons Ltd.	35 years from 29th September 1937.	£446 per annum
66 High Street Bromley Kent.	1st April 1940	Walter Rothbury (Shoe Retailers) Ltd.	21 years from 1st February 1940 (determinable at the end of 7th or 14th years).	£375 per annum and insurance.
68 High Street Bromley Kent.	20th September 1935.	William Applebaum Leon.	21 years from 24th June 1937 (determinable at the end of seventh or fourteenth years).	£375 per annum for the first seven years. £400 per annum for the remainder of the term.
70 High Street Bromley Kent.	24th June 1935	Prices Tailors Ltd.	21 years from 24th June 1935.	£700 per annum and fire insurance.
Land in Ethelbert Road Bromley Kent.	7th February 1936.	The Ravensbourne Trust Ltd.	99 years from 25th December 1935.	£60 per annum for the first two years £75 for the remainder of the term.
90 High Street Bromley Kent (then known as 3 Ravensfell Parade).	31st March 1924	W. J. Harris & Co. Ltd.	42 years from 25th March 1924 (determinable at end of 21 years).	£225 per annum
94 High Street Bromley Kent.	5th February 1945.	Lawleys Ltd.	21 years from 25th March 1945 (determinable at the end of 7th or 14th years).	£375 per annum for the first seven years £400 per annum for the remaining fourteen years and fire insurance.

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