



CHAPTER 1.

An Act to vary the trusts powers and provisions of two several settlements both dated the seventeenth day of August one thousand nine hundred and twenty and executed on the marriage of Ralph Frederic Bury and Violet Esmé Bentley. A.D. 1927.
—
[29th July 1927.]

WHEREAS by a settlement (in this Act called "the husband's settlement") dated the seventeenth day of August one thousand nine hundred and twenty and made between Ralph Frederic Bury (in this Act called "the husband") of the first part Violet Esmé Bury (then Violet Esmé Bentley spinster and in this Act called "the wife") of the second part and Edward Geoffrey Hippisley Cox the Honourable Simon Rodney Richard Alexander Douglas Liebert and Robert Sayer Cox (in this Act collectively called "the Trustees") of the third part (being a settlement made in consideration of the marriage then intended between the husband and the wife) it was amongst other things provided as follows:—

(Clause 1) The husband with the privity of the wife conveyed unto the Trustees First all that messuage or mansion house situate in the parish of Nazeing in the county of Essex known as "St. Leonards" together with the stabling garage outbuildings cottages gardens and pleasure grounds belonging thereto and then occupied therewith (which premises are in this Act sometimes referred to as "the said mansion house and premises") And secondly all those messuages farms

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(Sub-clause (i)) To the use of the husband and his heirs until the said then intended marriage should be solemnised;

(Sub-clause (ii)) From and after the solemnisation of the said intended marriage to the use of the husband and his assigns during his life without impeachment of waste;

(Sub-clause (iii)) From and after the death of the husband as to the said mansion house and premises to the use of the Trustees their executors administrators or assigns for the term of ninety-nine years to commence from the death of the husband without impeachment of waste upon the trusts thereafter declared and as to the said hereditaments secondly thereinbefore conveyed;

(Sub-clause (iv)) To the use that the wife if she should survive the husband should during the residue of her life receive the clear yearly rentcharge of two hundred and fifty pounds for her jointure to be charged upon and issuing out of the said hereditaments secondly thereinbefore conveyed And as to the said last mentioned hereditaments subject and charged as aforesaid and as to the said mansion house and premises from and after the determination of the said term of ninety-nine years and in the meantime subject thereto and to the trusts thereof;

(Sub-clause (v)) To the use of the first and other sons of the husband by the wife successively according to seniority in tail general with remainder;

(Sub-clause (vi)) To the use of the first and other daughters of the husband by the wife successively according to seniority in tail general with remainder;

(Sub-clause (vii)) If the husband should survive the wife to the use of the husband his heirs and assigns but if the wife should survive the husband to the use of the wife her heirs and assigns:

(Clause 1A) The said mansion house and premises were limited to the Trustees for the said term of ninety-nine years upon trust that if and so long after the death of the husband as the wife should be living and no child or other issue of the said marriage should have attained the age of twenty-one years and should have become or but for the said term of ninety-nine years would be entitled to the possession of the said mansion house and premises as tenant in tail or tenant for life or tenant in fee simple under or by virtue of the limitations thereinbefore contained or of any disentailing assurance or re-settlement executed during the life of the husband the Trustees should permit the wife to use occupy and enjoy the same free of rent she paying all outgoings for the time being and from time to time payable in respect thereof and keeping the same insured and in proper order and condition to the satisfaction of the Trustees And subject thereto and to the payment of all costs incurred by the Trustees in relation to the trusts of the

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said term should hold the said mansion house and premises and the rents profits and income thereof upon trust for the person for the time being entitled to the said mansion house and premises in reversion immediately expectant on the said term :

(Clause 2) The husband with the privity of the wife assigned to the Trustees four fully paid non-profit policies of assurance on his life for sums amounting in the aggregate to one thousand pounds and two profit-sharing policies of assurance on his life for sums amounting in the aggregate to nine thousand pounds upon trust for the husband until the said then intended marriage should be solemnised and after the solemnisation thereof upon trust that the Trustees should as soon as might be after the death of the husband get in all the moneys to become payable under the said policies and should stand possessed of the net residue thereof after discharging all costs and expenses of recovering the same upon the same trusts and with and subject to the same powers and provisions as if such moneys were capital moneys arising under the Settled Land Acts 1882 to 1890 from the said hereditaments secondly thereinbefore conveyed and so as to be primarily liable to be invested in the purchase of freehold land to be limited and assured to the uses thereinbefore declared concerning the hereditaments secondly thereinbefore conveyed but not so as to increase the said jointure rentcharge of two hundred and fifty pounds :

(Clause 3) The Trustees were directed to stand possessed of the investments specified in the third schedule to the husband's settlement (which said investments with a view to the settlement thereby intended to be made the husband had transferred into the joint names of the Trustees and which are now of the approximate value of four thousand pounds) upon trust for the husband until the said then intended marriage should be solemnised and after the solemnisation thereof upon trust that the Trustees should allow the same to remain in the then present state of investment thereof or should sell and convert the same into money and invest the proceeds of sale as therein mentioned and should stand possessed of the said investments and of the investments for the time being representing the same upon the same trusts and with and subject to the same powers and provisions as if the same were investments representing capital money arising under the said Settled Land

Acts from the said hereditaments secondly thereinbefore conveyed and so as to be primarily liable to be invested in the purchase of freehold hereditaments to be limited and assured to the uses thereinbefore declared concerning the last mentioned hereditaments but not so as to increase the said jointure rentcharge of two hundred and fifty pounds:

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(Clause 13) The Trustees or Trustee for the time being of the husband's settlement were to be the Trustees or Trustee thereof for all the purposes of the said Settled Land Acts and also for all the purposes of section 42 of the Conveyancing Act 1881 as amended by section 14 of the Conveyancing Act 1911:

(Clause 14) The husband during his life was to have power to appoint new Trustees or a new Trustee thereof:

(Clause 15) If the said Richard Alexander Douglas Liebert should die or should at any time for any reason be desirous of retiring and of being discharged from the trusts of the husband's settlement Charles Pelham of Berrifield Oundle in the county of Northampton was to be appointed a Trustee thereof in his stead:

And whereas the husband's settlement contained provisions for keeping up the said policies of assurance for the investment of moneys liable to be invested and other provisions and powers usual in a settlement of that nature including power to the Trustees to surrender or sell any of the said policies or exchange the same for policies on which the premiums are fully paid up or to take out new policies in lieu thereof:

And whereas by another settlement (in this Act called "the wife's settlement") also dated the seventeenth day of August one thousand nine hundred and twenty and made between the wife of the first part the husband of the second part and the Trustees of the third part (being another settlement made in consideration of the said then intended marriage) it was amongst other things provided as follows:—

(Clause 1) The wife with the approbation of the husband assigned unto the Trustees First certain trust funds and premises to which she was absolutely entitled in reversion expectant on the death of her mother Emily Ada Mills (who is still living) Secondly certain trust funds and premises to which the wife was then

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absolutely entitled contingently on her attaining the age of twenty-three years (which age the wife has since attained) and Thirdly certain other investments representing a legacy of twenty thousand pounds to which the wife was then entitled contingently on her attaining the age of twenty-three years but subject to the life interest therein of her said mother upon trust for the wife until the said then intended marriage should be solemnised and after the solemnisation thereof upon the trusts and with and subject to the powers and provisions thereafter declared and contained concerning the same :

(Clause 3) The Trustees were directed to stand possessed of the said premises thereinbefore assigned and the investment for the time being representing the same (in this Act called "the wife's trust fund") and of the annual income thereof upon the following trusts and with and subject to the following powers and provisions (that was to say) :—

(Sub-clause (i)) Upon trust to pay the said annual income to the wife during her life without power of anticipation during her then intended or any future coverture and after her death Upon trust to pay to the husband during the residue of his life the sum of two hundred and fifty pounds per annum with a provision that until each child should attain a vested interest in the wife's trust fund under the trusts therein contained the income arising from the prospective or expectant share of any such child should be paid by the Trustees to the husband if he should then be living without his being in any way accountable for the use or appropriation thereof and with a provision for appropriating and retaining a sufficient part of the wife's trust fund to answer the said annuity of two hundred and fifty pounds in favour of the husband ;

(Sub-clause (ii)) After the death of the wife subject to the said annual payment of two hundred and fifty pounds to the husband the wife's trust fund and the income thereof were to be held upon trust for the issue of the said then intended marriage in such manner as the husband and the wife should by deed

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jointly appoint and in default of and subject to such appointment then as the survivor of them should by deed or by will or codicil appoint but so that under any appointment a child should not otherwise than by way of advancement take a vested interest except upon attaining the age of twenty-one years or upon marriage And in default of and subject to any such appointment upon trust for all or any the children or child of the said then intended marriage (other than and except such child as thereafter mentioned and excepted) who being male should attain the age of twenty-one years or being female should attain that age or marry under it and if more than one in equal shares;

(Sub-clause (iv)) The excepted child thereinbefore referred to was a first or only son of the said then intended marriage or any other son or sons who before his or their respectively attaining the age of twenty-one years should become entitled or any daughter or daughters who before her or their respectively attaining that age or marrying should become indefeasibly entitled to the first estate in tail under the limitations of the husband's settlement in the settled lands;

(Sub-clause (v)) If there should not be any child of the said then intended marriage other than and except as aforesaid who should attain a vested interest in the wife's trust fund then the corpus of the wife's trust fund and the income thereof was to be held in trust for such one or more of the said excepted class of children as being male should attain the age of twenty-one years or being female should attain that age or marry under it and if more than one in equal shares;

(Sub-clause (viii)) If there should not be any child of the said then intended marriage who should attain a vested interest in the wife's trust fund under the trusts thereinbefore declared in default of appointment the Trustees were to pay the annual income of the wife's trust fund to the husband during the residue of

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his life and subject thereto the wife's trust fund and the income and statutory accumulations (if any) of the income thereof were to be held in trust for such persons and purposes as the wife should while not under coverture by deed or should whether covert or sole by will or codicil appoint And in default of and subject to any such appointment upon trust if the wife should survive the husband for the wife absolutely but without power to anticipate her expectant interest during coverture But if the wife should die in the lifetime of the husband then in trust for such persons as she should by will or codicil appoint and in default of and subject to any such appointment in trust for the person or persons who under the statutes for the distribution of the effects of intestates would have become entitled thereto at her death if she had died possessed thereof intestate and without ever having been married such persons to take if more than one as tenants in common in the shares in which they would have taken under the same statutes :

(Clause 6) If the wife should marry again she might either in contemplation of or after any subsequent marriage by deed or by will or codicil revoke the trusts powers and provisions therein contained concerning any parts of the wife's trust fund not exceeding together the following shares thereof (namely) If there should be but one child and no more of the said then intended marriage (other than and besides a child excepted from taking as aforesaid) who being male should attain the age of twenty-one years or being female should attain that age or marry under it not exceeding two-thirds thereof And if there should be two or more such children (other than and besides as aforesaid) not exceeding one-half thereof And might appoint that the part or parts to which such revocation should extend should after her death be held upon such trusts and generally in such manner for the benefit of any husband who might survive her and any child children or other issue of any such subsequent marriage as the wife might think proper but so that subject to the trusts powers and provisions so appointed the part

or parts of the wife's trust fund to which any such revocation and appointment related or so much thereof as should not have become vested or been applied under any of such trusts powers or provisions should devolve under the wife's settlement in the same manner as if no revocation or appointment had been made under that power And it was provided that under an exercise of the power aforesaid no husband who might survive the wife should take more than a life interest and no child of the wife should except by way of advancement become entitled to any share of the wife's trust fund unless such child being male should attain the age of twenty-one years or being female should attain that age or marry under it And that an only child or any two or more children and any issue of a child or children collectively of the wife by a subsequent marriage should not under an exercise of the said power become entitled to a larger share of the wife's trust fund than such only child or such children collectively would have taken in case the wife's trust fund had been equally divided between all the children of the wife by every marriage (other than and besides as aforesaid) who being male should attain the age of twenty-one years or being female should attain that age or marry under it :

(Clause 14) The husband and the wife during their joint lives and the survivor of them during his or her life were to have power to appoint a new trustee or new trustees of the wife's settlement :

(Clause 15) If the said Richard Alexander Douglas Liebert should die or should at any time for any reason be desirous of retiring and of being discharged from the trusts of the wife's settlement the said Charles Pelham was to be appointed a Trustee thereof in his stead :

And whereas the wife's settlement contained provisions for advancement and for investment of moneys liable to be invested and other provisions and powers usual in a settlement of that nature :

And whereas the said marriage of the husband and the wife was duly solemnised on the eighteenth day of August one thousand nine hundred and twenty :

And whereas on the twenty-third day of February one thousand nine hundred and twenty-six the husband

A.D. 1927. having then a domicile in Scotland was granted a decree of divorce by the Court of Session in Edinburgh on the ground of the desertion of the wife :

And whereas there was issue of the said marriage one child only and no more namely Rachel Arden Bury who was born on the twentieth day of October one thousand nine hundred and twenty-one and is still living :

And whereas the property settled by the husband's settlement constituted the whole of the real and personal property then belonging to him :

And whereas the annual rental of the settled lands after deducting all payments in respect of the said prior incumbrances amounts to five hundred pounds or thereabouts before deducting income tax or super tax :

And whereas the present surrender value of the said policies settled by the husband's settlement or of policies which have been substituted for the policies so settled is approximately two thousand three hundred pounds :

And whereas the annual income of the said investments settled by the husband's settlement amounts to two hundred pounds or thereabouts before deducting income tax or super tax :

And whereas the annual income of such part of the wife's trust fund as is now in possession amounts to three thousand three hundred pounds or thereabouts before deducting income tax or super tax :

And whereas the annual income of such part of the wife's trust fund as is not now in possession would if such last mentioned part were now in possession amount to one thousand seven hundred and fifty pounds or thereabouts before deducting income tax or super tax :

And whereas in the circumstances aforesaid the husband is desirous and it is just expedient and reasonable that the husband should be entitled to make provision for any issue of his by a future marriage and that the trusts powers and provisions of the husband's settlement and the wife's settlement respectively should be varied in manner hereinafter provided :

And whereas the purposes of this Act cannot be effected without the authority of Parliament : A.D. 1927.

Therefore Your Majesty's most dutiful and loyal subject Ralph Frederic Bury 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) :—

1. This Act may be cited for all purposes as the Short title.
Bury Estate Act 1927.

2. Subject as hereinafter provided the husband's settlement shall be read and construed and shall take effect in all respects as if— Variations of the husband's settlement.

(a) Sub-clauses (iii) (iv) (v) (vi) and (vii) of clause 1 thereof had never been inserted therein and in lieu thereof the following sub-clauses had been inserted in clause 1 thereof (namely) :—

“ (iii) From and after the death of the husband as to the said mansion house and premises first hereinbefore conveyed to the use of the Trustees their executors administrators and assigns for the term of ninety-nine years to commence from the death of the husband without impeachment of waste upon the trusts hereinafter declared and as to the said hereditaments secondly hereinbefore conveyed and as to the said mansion house and premises first hereinbefore conveyed from and after the determination of the said term of ninety-nine years and in the meantime subject thereto and to the trusts thereof;

“ (iv) To the use of the first and other sons of the husband by any wife successively according to seniority in tail general with remainder;

“ (v) To the use of the first and other daughters of the husband by the wife successively according to seniority in tail general with remainder;

“ (vi) To the use of the husband his heirs and assigns ”;

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(b) Clause 1*a* thereof had never been inserted therein and in lieu of clause 1*a* the following clause had been inserted (namely):—

“ 1*a*. The said mansion house and premises first hereinbefore conveyed are limited to the Trustees for the said term of ninety-nine years upon trust that if and so long after the death of the husband as any wife of his shall be living and no child or other issue of the husband shall have attained the age of twenty-one years and shall have become or but for the said term of ninety-nine years would be entitled to the possession of the said mansion house and premises as tenant in tail or tenant for life or tenant in fee simple under or by virtue of the limitations hereinbefore contained or of any disentailing assurance or re-settlement executed during the life of the husband the Trustees shall permit such wife to use occupy and enjoy the same free of rent she paying all outgoings for the time being and from time to time payable in respect thereof and keeping the same insured and in proper order and condition to the satisfaction of the Trustees Provided always that if such wife of the husband shall have contributed substantially towards the cost of the reconstruction or improvement of the said mansion house whether in the lifetime of the husband or after his death (as to which the certificate of the President for the time being of the Surveyors' Institution or some person nominated by him shall be conclusive) then the Trustees shall permit such wife to use occupy and enjoy the said mansion house and premises during the remainder of her life free of rent but subject as aforesaid And subject thereto and to the payment of all costs incurred by the Trustees in relation to the trusts of the said term shall hold the said premises and the rents profits and income thereof upon trust for the persons or the time being entitled to the said premises in reversion immediately expectant on the said term ”;

(c) There had been inserted in clause 2 thereof A.D. 1927.
 immediately after the words “recovering and
 receiving the same” and also in clause 3
 thereof immediately after the words “(here-
 “inafter collectively called the trust fund)”
 the words following that is to say “upon such
 “trusts and with and subject to such powers
 “and provisions and generally in such manner
 “for the benefit of any wife who may survive
 “the husband and any child children or other
 “issue or any one or more exclusively of the
 “others or other of the children or other issue
 “of any marriage of the husband as the husband
 “shall by deed revocable or irrevocable or by will
 “or codicil appoint (but so that under any such
 “appointment no wife who may survive the
 “husband shall take more than a life interest and
 “no child of the husband shall except by way
 “of advancement become entitled to any share
 “unless such child being male attains the age
 “of twenty-one years or being female attains
 “that age or marries under it) And in default
 “of and subject to any such appointment”;

(d) The words “but not so as to increase the said
 “jointure rentcharge of two hundred and
 “fifty pounds” had never been inserted in
 clauses 2 and 3 thereof respectively;

(e) Clause 15 thereof had never been inserted therein.

3. Subject as hereinafter provided the wife’s settle-
 ment shall be read and construed and shall take effect
 in all respects as if—

Variations
 of the wife’s
 settlement.

(a) No further words had ever been inserted in
 sub-clause (i) of clause 3 thereof after the words
 “any future coverture”;

(b) The words “subject to the annual payment of
 “two hundred and fifty pounds to the husband
 “as aforesaid” had never been inserted in
 sub-clause (ii) of clause 3 thereof;

(c) The words “the Trustees shall pay the annual
 “income arising from the trust fund to the
 “husband during the residue of his life abso-
 “lutely and subject thereto” and also the
 words “the death of the husband and” had

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never been inserted in sub-clause (viii) of clause 3 thereof;

(d) The words "other than and besides a child excepted from taking as aforesaid" and also the words "other than and besides as aforesaid" had never been inserted in clause 6 thereof;

(e) Clause 15 thereof had never been inserted therein.

Provision
of income
for Rachel
Arden
Bury.

4.—(1) Notwithstanding anything in the husband's settlement or in the wife's settlement or in this Act contained—

(i) the settled lands (other than the said mansion house and premises); and

(ii) the wife's trust fund or (in the event of the wife exercising the power of appointment contained in clause 6 of the wife's settlement as varied by the section of this Act of which the marginal note is "Variations of the wife's settlement") so much of the wife's trust fund as is for the time being not subject to the appointment made;

shall be and are hereby respectively charged (as to the settled lands (other than the said mansion house and premises) subject so far as the same are affected thereby respectively to the said prior incumbrances but in priority to the said life interest therein of the husband and all limitations trusts powers and provisions to take effect after his death and as to the wife's trust fund in priority to the life interest therein of the wife and all trusts powers and provisions to take effect after her death) with the following payments in favour of the said Rachel Arden Bury (in addition to any shares or interests to which the said Rachel Arden Bury is or may become entitled in the properties and trust funds comprised in the husband's settlement and in the wife's trust fund respectively under the provisions of the husband's settlement and the wife's settlement respectively as varied by the sections of this Act of which the marginal notes are respectively "Variations of the husband's settlement" and "Variations of the wife's settlement") (that is to say):—

(a) with the payment of the annual sums of one hundred pounds and one hundred pounds respectively to or for the benefit of the said Rachel Arden Bury from the date of the passing of

this Act until the said Rachel Arden Bury shall attain the age of twelve years or shall die (whichever shall first happen);

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- (b) if the said Rachel Arden Bury shall attain the age of twelve years then with the payment of the annual sums of two hundred pounds and two hundred pounds respectively to or for the benefit of the said Rachel Arden Bury from the date of her attaining the age of twelve years until the said Rachel Arden Bury shall attain the age of twenty-five years or marry under that age with such consent as is hereinafter mentioned or die (whichever shall first happen) Provided always that if the said Rachel Arden Bury shall marry before she shall attain the age of twenty-five years without such consent as is hereinafter mentioned then neither of such annual sums or any parts thereof respectively shall be paid or payable to or for her benefit;
- (c) if the said Rachel Arden Bury shall attain the age of twenty-five years or shall marry under that age with such consent as is hereinafter mentioned or shall die under the age of twenty-five years leaving issue her surviving then with the payment to the respective Trustees or Trustee for the time being of the husband's settlement and the wife's settlement of the capital sums of five thousand pounds and five thousand pounds respectively together with interest thereon respectively at the rate of four per centum per annum from the date of such attainment marriage or death (as the case may be) until payment such respective sums to be held upon the trusts hereinafter mentioned.

(2) The person or persons in whom the settled lands (other than the said mansion house and premises) shall for the time being and from time to time be vested shall stand possessed of the same upon trust to give effect to the aforesaid charge on the settled lands (other than the said mansion house and premises) and the said annual sums of one hundred pounds and two hundred pounds hereby charged thereon shall be paid to or retained by the Trustees or Trustee for the time being

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of the husband's settlement out of the rents and profits of the settled lands (other than the said mansion house and premises) and the Trustees or Trustee for the time being of the wife's settlement shall retain out of the income of the wife's trust fund the said annual sums of one hundred pounds and two hundred pounds hereby charged thereon.

(3) The respective Trustees or Trustee for the time being of the husband's settlement and the wife's settlement shall stand possessed of the said annual sums so payable to or retainable by them or him respectively upon trust to apply the whole or any part thereof for or towards the maintenance education or benefit of the said Rachel Arden Bury with liberty to pay the same as they or he may think fit to the husband or to the wife or partly to one and partly to the other of them and in the event of the death of the husband and the wife before the said Rachel Arden Bury attains the age of twenty-five years to any guardian or guardians of the said Rachel Arden Bury for the purposes aforesaid without the said Trustees or Trustee being liable to see to the application thereof And shall accumulate the residue (if any) thereof in the way of compound interest by investing the same and the resulting income thereof but with power at any time to resort to the accumulations of any preceding year or years and to apply the same for or towards the maintenance education or benefit of the said Rachel Arden Bury And shall hold such accumulations (if any) upon trust for the said Rachel Arden Bury absolutely if she shall attain the age of twenty-five years or marry under that age with such consent as aforesaid or die under the age of twenty-five years leaving issue her surviving But if she shall die under the age of twenty-five years leaving no issue her surviving and shall not have married with such consent as aforesaid then the Trustees or Trustee for the time being of the husband's settlement shall stand possessed of the accumulations (if any) held by them as such Trustees or Trustee upon the same trusts and with and subject to the same powers and provisions as if the same were investments representing capital money arising under the Settled Land Act 1925 from the settled lands (other than the said mansion house and premises) And the Trustees or Trustee for the time being of the wife's settlement shall stand possessed of the accumula-

tions (if any) held by them as such Trustees or Trustee upon with and subject to such trusts powers and provisions as are by the wife's settlement as varied by this Act declared concerning the wife's trust fund and so as to form one fund therewith for all purposes. A.D. 1927.

(4) The respective Trustees or Trustee for the time being of the husband's settlement and the wife's settlement shall stand possessed of the same capital sums of five thousand pounds and five thousand pounds with any such interest thereon as is referred to in paragraph (c) of subsection (1) of this section upon trust to invest the same in any investments authorised by law for the investment of trust funds and shall hold such respective sums and interest and the investments for the time being representing the same respectively Upon the trusts following (that is to say):—

- (a) Upon trust to pay the income thereof to the said Rachel Arden Bury during her life without power of anticipation during any coverture and after her death (as to both capital and income) upon trust for all or any one or more exclusively of the others or other of the issue of the said Rachel Arden Bury at such time or times and if more than one in such shares with such provisions for maintenance education advancement and otherwise at the discretion of any person or persons and with such gifts over and generally in such manner for the benefit of such issue or some or one of them as the said Rachel Arden Bury shall by deed revocable or irrevocable or by will or codicil appoint And in default of and subject to any such appointment in trust for all or any the children or child of the said Rachel Arden Bury who being male attain the age of twenty-one years or being female attain that age or marry under it and if more than one in equal shares Provided always that no child who or whose issue takes any part of the said capital sums and interest or the investments thereof under any appointment by the said Rachel Arden Bury shall in the absence of any direction by her to the contrary take any share in the unappointed part without bringing the share or shares appointed to him or her or to his or

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her issue into hotchpot and accounting for the same accordingly;

- (b) If the said Rachel Arden Bury shall not have any child who under the trust in default of appointment hereinbefore contained attains a vested interest in the said capital sums and interest or the investments thereof the same shall be held in trust for the said Rachel Arden Bury;
- (c) The said Rachel Arden Bury may from time to time or at any time while not under coverture by deed revocable or irrevocable and whether covert or sole by will or codicil appoint to or for the benefit of any husband who may survive her during the residue of his life or any less period (subject or not to such conditions and with such gifts over and discretionary or other trusts for the benefit of her husband and issue or otherwise as the said Rachel Arden Bury may think fit) all or any part of the annual income of the said capital sums and interest and investments thereof And upon any such appointment the trusts and powers herein limited to take effect after the death of the said Rachel Arden Bury shall take effect subject to the interest limited by any such appointment;
- (d) Notwithstanding any of the trusts hereby declared concerning the said capital sums and interest and the investment thereof the respective Trustees or Trustee for the time being of the husband's settlement and the wife's settlement may at their absolute discretion by writing declare that the trusts and powers affecting the whole or any part of the respective capital sums and interest and the investment thereof shall thenceforth cease and they or he shall as soon thereafter as practicable transfer the premises to which such declaration relates to the said Rachel Arden Bury absolutely.
- (5) The consent hereinbefore referred to shall mean and be—
- (a) during the joint lives of the husband and the wife the consent in writing of both the husband

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and the wife or if they shall not agree either in giving or withholding such consent then the consent in writing of the respective Trustees or Trustee for the time being of the husband's settlement and of the wife's settlement;

- (b) after the death of the husband or of the wife then during the lifetime of the survivor of them the consent in writing of such survivor;
- (c) after the death of both the husband and the wife the consent in writing of the Trustees or Trustee for the time being of the husband's settlement.

5. The Trustees or Trustee for the time being of the husband's settlement shall be the Trustees or Trustee of the husband's settlement as varied by this Act and shall be the Trustees or Trustee for the purposes of the Settled Land Act 1925 of the settlement created by this Act or by the joint operation of the husband's settlement and this Act.

Trustees of the husband's settlement to be Trustees thereof as varied by this Act and for purposes of Settled Land Act 1925.

6. The Trustees or Trustee for the time being of the wife's settlement shall be the Trustees or Trustee of the wife's settlement as varied by this Act.

Trustees of the wife's settlement to be Trustees thereof as varied by this Act.

7. The costs charges and expenses of all parties of and incidental to the passing of this Act (unless otherwise agreed) shall be paid by the husband.

Costs of Act.

8. Saving to the King's most Excellent Majesty his heirs and successors and to all persons and bodies politic and corporate and their respective heirs successors executors and administrators (other than the several persons by this Act expressly excepted out of the general saving) all such estate right title interest claim and demand whatsoever of in to or out of the properties and trust funds comprised in or subject to the trusts of the husband's settlement or the wife's settlement or any parts thereof respectively as they or any of them would have had or enjoyed or been entitled to if this Act had not been passed.

General saving.

9. The following persons and all persons claiming under or through them any estate or interest in the properties and trust funds comprised in or subject to the husband's settlement or the wife's settlement are excepted

Exception from general saving.

A.D. 1927. — out of the general saving in this Act and accordingly are the only persons bound by this Act (that is to say) :—

- (1) The husband;
- (2) The wife and any future husband and issue of the wife;
- (3) The said Rachel Arden Bury and her issue;
- (4) The Trustees and their successors in office as Trustees of the husband's settlement and the wife's settlement respectively;
- (5) The said Charles Pelham.

Act not
to be a
public Act.

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

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FOR

WILLIAM RICHARD CODLING, Esq., C.B., C.V.O., C.B.E., the King's Printer of Acts of Parliament.

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