



CHAPTER 6.

An Act to authorise the granting of Building and Improvement Leases of the Estates devised by the Will of Sir Isaac Lyon Goldsmid, Baronet; and for other purposes. A.D. 1879.

[21st July 1879.]

WHEREAS Sir Isaac Lyon Goldsmid, late of Saint John's Lodge, Regent's Park, in the county of Middlesex, Baronet, Baron de Goldsmid and da Palmeira, deceased, duly made his will, dated the fifteenth day of July one thousand eight hundred and fifty-three, and thereby gave to his brothers Aaron Asher Goldsmid and Moses Asher Goldsmid, their executors, administrators, and assigns, all his plate, and also all the household goods and furniture, china, glass, books, pictures, prints, musical instruments, minerals, articles for use or ornament, and other household effects which should be in, about, or belonging to his said mansion of Saint John's Lodge, of which such optional use was given to his wife Lady Isabel Goldsmid as therein mentioned, and all his household goods and furniture, china, books, pictures, prints, and other household effects in, about, or belonging to his mansion of Somerhill, of which such optional use was also given to his said wife as therein mentioned, upon trust as to his said plate, and his said household goods and furniture, china, glass, books, pictures, prints, musical instruments, minerals, articles for use or ornament, and other household effects in or about or belonging to Saint John's Lodge, to permit the same to be used and held and enjoyed by the several persons who for the time being should be entitled to the possession of his said residence of Saint John's Lodge, and to the possession or receipt of the rents and profits of his estates in the counties of Sussex and Hants, under the devise thereof therein-after contained; and as to his said household goods and furniture, china, books, pictures, prints, and other household effects in, about, or belonging to his said mansion of Somerhill, to permit the same to be used and held and enjoyed by the several persons who for the time being should be entitled to the possession of his said mansion and

Will of Sir Isaac Lyon Goldsmid, Bart., dated 15th July 1853.

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estate of Somerhill aforesaid under the devise thereof therein-after contained, so far as might be and as the rules of law or equity would permit, yet so that the same household effects respectively should not, for the effect or purpose of transmission, vest absolutely in any tenants in tail by purchase under the limitations of that his will of his said last-mentioned real estates respectively who should not attain the age of twenty-one years, but the issue, if any, inheritable under the same limitations to the estates tail of the persons or person dying under that age to take the same premises absolutely, according to the order of limitation, and he directed his said brothers, their executors or administrators, or other the trustees or trustee of his will for the time being, to take all proper and efficient measures for preserving and securing the due transmission of such plate, household goods and furniture, china, glass, books, pictures, prints, musical instruments, minerals, articles, and effects respectively, according to the trusts and provisions aforesaid; and the said testator gave and devised all and singular his freehold messuages, lands, tenements, and hereditaments, and other real estates situate and being in the county of Sussex, subject nevertheless as to his residence at Brighton, called The Wick, to the optional and other gifts of the use thereof to his said wife and his son Frederick David Goldsmid respectively as therein mentioned, and all that his manor of East Tytherley, with the messuages, lands, tithes, and hereditaments thereunto belonging, and the advowson of the vicarage of East Tytherley, and all other his freehold lands and hereditaments and other real estates in the county of Hants, and all his messuages, lands, and hereditaments, and other real estates in the county of Kent, subject to the optional gift of his mansion at Somerhill to his said wife as therein mentioned, with their respective rights, members, and appurtenances, to the uses, upon the trusts, and to and for the ends, intents, and purposes therein-after expressed and declared of and concerning the same, that is to say: As to his said messuages, lands, and hereditaments, and other real estates in the counties of Sussex and Hants, and his said messuages, lands, and hereditaments in the county of Kent, save and except his estate of Somerhill in the said last-mentioned county, recently purchased by him, and an addition made since the said purchase in the parish of Tudeley, to the use of his eldest son Francis Henry Goldsmid and his assigns for and during his natural life, without impeachment of waste; and from and after the decease of his said son Francis Henry Goldsmid, to the use of the first and every other son of the body of the said Francis Henry Goldsmid severally and successively, according to their respective seniorities in tail male, with remainder to the use of his second son the said Frederick David Goldsmid and his assigns for and during his natural life,

without impeachment of waste; and from and after the decease of his said son Frederick David Goldsmid, to the use of Julian Goldsmid, the eldest son of his said son Frederick David Goldsmid and his assigns, for and during his natural life, without impeachment of waste; and from and after the decease of the said Julian Goldsmid, to the use of the first and every other son of the body of the said Julian Goldsmid, severally and successively, according to their respective seniorities in tail male, with remainder to the use of Walter Goldsmid, the second son of his said son Frederick David Goldsmid, and his assigns for and during his natural life, without impeachment of waste; and from and after the decease of the said Walter Goldsmid, to the use of the first and every other son of the body of the said Walter Goldsmid, severally and successively, according to their respective seniorities in tail male, with remainder to Albert Goldsmid, third son of his said son Frederick David Goldsmid, and his assigns for and during his natural life, without impeachment of waste; and from and after the decease of the said Albert Goldsmid, to the use of the first and every other son of the body of the said Albert Goldsmid, severally and successively, according to their respective seniorities in tail male, with remainder to every other son of the body of his said son Frederick David Goldsmid thereafter to be born, severally and successively, according to their respective seniorities in tail male; and as to his said recently purchased estate of Somerhill, in the county of Kent, and the addition thereto in the parish of Tudeley aforesaid, to the use of his second son Frederick David Goldsmid and his assigns for and during his natural life, without impeachment of waste; and from and after his decease to the use of the said Julian Goldsmid, the eldest son of his said son Frederick David Goldsmid, and his assigns for and during his natural life, without impeachment of waste; and from and after the decease of the said Julian Goldsmid, to the use of the first and every other son of the body of the said Julian Goldsmid, severally and successively, according to their respective seniorities in tail male, with remainder to the use of the said Walter Goldsmid, the second son of his said son Frederick David Goldsmid, and his assigns for and during his natural life, without impeachment of waste; and from and after the decease of the said Walter Goldsmid, to the use of the first and every other son of the body of the said Walter Goldsmid, severally and successively, according to their respective seniorities in tail male, with remainder to the said Albert Goldsmid, third son of his said son Frederick David Goldsmid, and his assigns for and during his natural life, without impeachment of waste; and from and after the decease of the said Albert Goldsmid, to the use of the first and every other son of the body of the said Albert Goldsmid, severally

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and successively, according to their respective seniorities in tail male, with remainder to every other son of the body of his said son Frederick David Goldsmid thereafter to be born, severally and successively, according to their respective seniorities in tail male, with remainder to the use of his said son Francis Henry Goldsmid and his assigns for and during his natural life, without impeachment of waste; and from and after the decease of him his said son Francis Henry Goldsmid, to the use of the first and every other son of the body of his said son Francis Henry Goldsmid, severally and successively, according to their respective seniorities in tail male: And after the determination or failure of and subject to all the uses and estates therein-before limited therein respectively as aforesaid, he gave and devised his said manor, messuages, lands, tithes, advowson, and hereditaments, and other real estates in the said county of Hants unto his said brothers, Aaron Asher Goldsmid and Moses Asher Goldsmid, their heirs and assigns, upon the same trusts and for the same intents and purposes as were therein-after declared and expressed of and concerning his residuary real and personal estates: And as to his said messuages, lands, and hereditaments, and other real estate in the said counties of Sussex and Kent, from and after such determination or failure of and subject to all the uses and estates therein-before limited therein respectively as aforesaid, he gave and devised the same to the uses following; that is to say, to the use of his grandson Elim Avigdor and his assigns for and during his natural life, without impeachment of waste: and from and after his decease, to the use of the first and every other son of the body of the said Elim Avigdor, severally and successively, according to their respective seniorities in tail male, with remainder to the use of his grandson Surges Avigdor and his assigns for and during his natural life, without impeachment of waste: and from and after the decease of the said Surges Avigdor, to the use of the first and every other son of the body of the said Surges Avigdor, severally and successively, according to their respective seniorities in tail male, with remainder to the said Aaron Asher Goldsmid and Moses Asher Goldsmid, their heirs and assigns, upon the same trusts and for the same intents and purposes as were therein-after declared and expressed of and concerning his residuary real and personal estates: And he gave and devised his messuages, lands, and hereditaments of leasehold tenure which he might die possessed of or entitled to in the counties of Sussex, Hants, and Kent, or in any of the same counties, and also his leasehold messuage or mansion house of Saint John's Lodge, with the grounds, gardens, and outbuildings and premises thereunto belonging, subject to the optional devise thereof to his said wife as aforesaid, unto his said brothers Aaron Asher Goldsmid and Moses Asher Goldsmid, their executors, administrators, and assigns, for all

his estate and interest therein respectively, subject to the payment of the rents payable under and by virtue of the leases under which the same are holden, and to the observance and performance of the covenants and agreements in such leases contained, upon the several trusts and to and for the several ends, intents, and purposes therein-after mentioned; (that is to say,) as to any such leasehold estates in the counties of Sussex, Hants, and Kent, if any (except what might be part of Somerhill aforesaid), upon and for such trusts, ends, intents, and purposes, and with, under, and subject to such powers, provisoes, and declarations as should correspond with the uses, trusts, ends, intents and purposes, powers, provisoes, and declarations therein-before and therein-after expressed and declared and contained of and concerning his said real estates in the same counties respectively (except Somerhill), or as near thereto as the difference of tenures and the rules of law and equity would allow; and as to any such leaseholds forming part of Somerhill aforesaid, upon and for such trusts, ends, intents, and purposes, and with, under, and subject to such powers, provisoes, and declarations as should correspond with the uses, trusts, ends, intents and purposes, powers, provisoes, and declarations therein-before and therein-after expressed, declared, and contained of and concerning his said freehold estate of Somerhill, or as near thereto as the difference of tenures and the rules of law and equity would allow; and as to his said mansion of Saint John's Lodge, with the gardens, grounds, and appurtenances thereunto belonging, upon and for such trusts, ends, intents, and purposes, and with, under, and subject to such powers, provisoes, and declarations as should correspond with the uses, trusts, ends, intents and purposes, powers, provisoes, and declarations therein-before and therein-after expressed, declared, and contained of and concerning his said real estates in the county of Hants, or as near thereto as the difference of tenures and the rules of law and equity would allow, yet so that the same leasehold premises respectively should not for the effect or purpose of transmission vest absolutely in any tenant in tail by purchase under the limitations of that his will of his said real estates respectively who should not attain the age of twenty-one years, but the issue, if any, inheritable under the same limitations to the estate tail of the person dying under that age to take the same leasehold premises absolutely, according to the order of limitation: And the said testator did thereby declare his will and mind to be that it should be lawful for his said brothers, Aaron Asher Goldsmid and Moses Asher Goldsmid, and the survivor of them, and the executors and administrators of such survivor or other the trustees or trustee to be appointed in their or his place, as therein-after provided, at any time or times after his decease, at the request and by the direction of such of his said sons as by virtue of

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any of the limitations or trusts therein-before contained should for the time being be tenant for life in possession of such of his said mansion houses, messuages, lands, and hereditaments respectively therein-before mentioned as should be proposed to be sold or exchanged under that power, to be testified by some writing, sealed and delivered by him in the presence of and to be attested by two or more credible witnesses, and after the decease of such his sons respectively, then at his or their own discretion during the minority of such of his said grandsons as should for the time being be tenant for life in possession of or entitled in possession to the said mansion houses, messuages, lands, and hereditaments respectively as should be so proposed to be sold or exchanged as aforesaid, or during the minority or minorities of any tenant in tail or tenants in tail by purchase thereof under the limitations of that his will; and when any such grandson, so being such tenant for life in possession, should be of full age, then at the request and by the direction of such grandson, testified in manner aforesaid, and so far as that power should relate to any or either of his said mansions which his said wife should be for the time being in the use or occupation of under the provisions of that his will, with the consent of her his said wife during the time of such her occupation thereof, to be testified by some writing under her hand, to dispose of and convey, either by way of absolute sale or exchange for or in lieu of other estates, lands, or hereditaments, to be situate somewhere in England or Wales, all or any part of his said mansions, messuages, lands, advowsons, and hereditaments therein-before devised, and the inheritance thereof in fee simple, or the absolute interest therein respectively, to any person or persons whomsoever, for such price or prices in money, or for such an equivalent or recompense in manors, lands, or hereditaments, as to them, the said Aaron Asher Goldsmid and Moses Asher Goldsmid, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee aforesaid, should seem reasonable; and in the case of the sale of his said mansion of Saint John's Lodge, or of his said mansion of Somerhill, then at the like request and by the like direction, so certified as aforesaid, or at such discretion as aforesaid, and with such consent as aforesaid, to sell and dispose of all the furniture and effects therein which should or might be subject to the trusts therein-before declared thereof, or any part or parts thereof, except his plate, and with full power to rescind, alter, or vary any contract for sale of any of his said mansion houses, messuages, lands, and hereditaments, and to buy in at any sale by auction, and to sell subject to any special conditions of sale; and for the purpose of effecting any such sale or exchange, but not for any other purpose, it should be lawful for the said Aaron Asher

Goldsmid and Moses Asher Goldsmid, and the survivor of them, and the executors or administrators of such survivor, or other the trustees or trustee aforesaid, at such request and by such direction, and so testified as aforesaid, or at such discretion as aforesaid, by any deed or deeds, instrument or instruments in writing, to be sealed and delivered by them or him in the presence of and attested by two or more credible witnesses, absolutely to revoke, determine, and make void all and every or any of the uses, trusts, powers, and provisions therein-before limited and declared, or under any power therein contained, limited, or declared of and concerning the said mansion houses, messuages, lands, or hereditaments so to be sold, disposed of, and conveyed in the way of absolute sale or exchange as aforesaid, or any part or parts, parcel or parcels thereof, but subject and without prejudice to any lease or leases which might have been granted or made under any power contained in that his will, and by the same or any other deed or deeds, instrument or instruments in writing, to limit, declare, and appoint any use or uses, estate or estates, trust or trusts of the said premises, or any part or parts, or parcel or parcels thereof, which it should be thought necessary or expedient to limit, declare, direct, or appoint, in order to effectuate any such sale or exchange as aforesaid, and also that upon any such exchange as aforesaid it should be lawful for the said Aaron Asher Goldsmid and Moses Asher Goldsmid, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee aforesaid, to give or receive any sum or sums of money by way of equality of exchange, and also that upon payment of the money arising by any such sale, or to be received for equality of exchange as aforesaid, or any part thereof, it should be lawful for the said Aaron Asher Goldsmid and Moses Asher Goldsmid, and the survivor of them, and the executors or administrators of such survivor, or other the trustees or trustee aforesaid, to sign and give receipts for the same, and that such receipts should be sufficient discharges to the person or persons to whom the same should be given for the money therein respectively acknowledged or expressed to be received, and that such person or persons his, her, or their heirs, executors, administrators, or assigns, should not afterwards be answerable or accountable for any loss, misapplication, or non-application, or be in anywise obliged or concerned to see to the application thereof: And he did thereby declare his will and mind to be, that when all or any part of his said mansion houses, messuages, lands, and hereditaments so authorised to be sold or conveyed in exchange as aforesaid should be sold for a valuable consideration in money, or any money should be so received for equality of exchange as aforesaid, they, the said Aaron Asher Goldsmid and Moses Asher Goldsmid, and the survivor of

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inheritable under the same limitations to the estate tail of the person dying under that age to take the same leasehold premises absolutely, according to the order of limitation: And after providing for the interim investment in the parliamentary stocks or public funds of Great Britain, or upon Government or real securities in England or Wales, of any moneys arising by such sale or sales, and giving certain powers with respect to completing contracts for sale of part of his Brighton estate, and erecting buildings on his Brighton estate (which powers have long since been completely exhausted), the said testator thereby directed and declared that it should and might be lawful for his said sons Francis Henry Goldsmid and Frederick David Goldsmid, or his said grandsons Julian Goldsmid, Walter Goldsmid, and Albert Goldsmid, if of full age, as and when they should respectively be entitled to the possession of his said Brighton estate, or in the event of the minority of any such grandson entitled in possession as last aforesaid, for his said brothers Aaron Asher Goldsmid and Moses Asher Goldsmid, and the survivor of them, and the executors and administrators of such survivor, or other the trustees or trustee to be appointed in their or his place as therein-after provided, at any time or times during the minority or respective minorities of any such grandson entitled in possession as last aforesaid, or of any tenant or tenants in tail by purchase who should for the time being be entitled in possession under the limitations of that his will, by an indenture or indentures, to be sealed and delivered by them respectively in the presence of and to be attested by two or more credible witnesses, to limit or appoint by way of demise or lease all or any part of the same estates respectively to any person or persons for any term or number of years not exceeding ninety-nine years in possession, in consideration of adequate erections, buildings, or other improvements to be erected or made thereon, and without taking any fine, premium, or foregift, or anything in the nature of a fine, premium, or foregift, for the making thereof, and so as the same amount of rent be reserved for each year of the term granted by every such demise or lease, except that a peppercorn rent might be reserved for both or either of the first or second years, and so as there should be contained in every such demise or lease a condition of re-entry for the non-payment of rent, or the breach or non-performance of the covenants on the lessees part, and so as the lessee or lessees should execute a counterpart of every such demise or lease, and should thereby covenant to uphold the buildings on the lands to be comprised in such lease; and he also empowered the tenants for life in possession for the time being of any of the said estates therein-before devised in strict settlement, if of full age, and when there should not be such tenant for life in possession of full age the

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sum of three hundred thousand pounds in the purchase of lands to be settled to the uses therein-before declared concerning his estates in the county of Hants, and should invest a further sum of thirty-five thousand pounds upon the trusts therein mentioned: And as to the ultimate surplus of his said residuary estate remaining after appropriating and taking thereout the said sums of three hundred thousand pounds sterling and thirty-five thousand pounds sterling as aforesaid, he directed that his said trustees for the time being should stand and remain possessed of all such ultimate surplus or residue, including any of the said sums before given out of such last-mentioned ultimate surplus which might lapse, or the trusts whereof might fail, as to one equal half part thereof upon trust for his son Francis Henry Goldsmid, his executors, administrators, and assigns, to and for his and their own use and benefit absolutely, and as to the other equal half part thereof upon trust for his said son Frederick David Goldsmid, his executors, administrators, and assigns, to and for his and their own use and benefit absolutely; and he did thereby nominate and appoint his said brothers Aaron Asher Goldsmid and Moses Asher Goldsmid, and his said sons Francis Henry Goldsmid and Frederick David Goldsmid, executors of that his last will and testament; and he did thereby declare and direct that if the said Aaron Asher Goldsmid, Moses Asher Goldsmid, Francis Henry Goldsmid, and Frederick David Goldsmid, or any or either of them, or any future trustee or trustees to be appointed as therein-after mentioned, should depart this life either in his lifetime or after his decease, or should desire to be discharged from or refuse or decline or become incapable to act in the trusts or powers thereby in them reposed or given as aforesaid, or any of such trusts, then and in every such case, and as often as it should so happen, it should be lawful to and for and be obligatory on the surviving or continuing trustees or trustee for the time being, or the executors or administrators of the last surviving or continuing trustee respectively of the trust estate, funds, and premises or powers whereof a trustee should so die or decline or become incapable to act as aforesaid, by writing under their or his hands or hand, to appoint one or more person or persons to be a trustee or trustees in the room of the trustee or trustees so dying or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and when and so often as any new trustee or trustees should be nominated and appointed as aforesaid, all the trust estates, moneys, and premises, if any, which should be then vested in the trustee or trustees so dying or desiring to be discharged, or declining or becoming incapable to act as aforesaid, either solely or jointly with any other trustee or trustees respectively, or in the heirs, executors, administrators, or assigns of the last surviving trustee, as the case might be, should with all con-

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 venient speed be conveyed, assigned, and transferred so and in such manner as that the same might be vested in the surviving or continuing trustee and such new or other trustee or trustees, or in such new trustee or trustees solely, if there should be no surviving or continuing trustee, upon and for the same trusts, intents, and purposes as were in and by that his will declared of and concerning the said trust estates, moneys, and premises respectively, or such of the same trusts, intents, and purposes as should be then subsisting and capable of taking effect; and he did thereby particularly direct and require that a new trustee or trustees should be appointed as aforesaid within six calendar months after any trustee or trustees should die or desire to be discharged, or refuse or decline or become incapable to act as aforesaid; and upon the appointment of every new trustee or trustees, every new trustee should have such and the same powers, authorities, and discretion, to all intents and purposes whatsoever, of and concerning the said trust estates, moneys, and premises respectively as if he had been originally nominated a trustee thereof respectively in that his will:

Codicil dated
 30th June
 1854.

And whereas the said testator duly made a codicil to his said will, dated the thirtieth day of June one thousand eight hundred and fifty-four, and thereby gave certain further powers with reference to erecting buildings on his Brighton estate (which powers have long since been completely exhausted), and he thereby willed and directed that his said trustees should and might on the sale of portions or plots of land at Brighton for building purposes, as authorised and recommended by his said will, either leave the purchase money agreed to be paid for such portions or plots of land upon security of the same land and the buildings to be erected thereon, for a certain period as he had theretofore done, or accept and take in lieu of the price or purchase money for such land, and in the manner recently adopted by him, a fee-farm rent at the rate of four pounds per cent. per annum on the amount of the purchase money, as they in their discretion should think fit, such fee-farm rent being reserved to or settled upon or for such and the same uses, intents, and purposes as he had in and by his said will expressed and declared of and concerning his real estate at Brighton aforesaid:

Codicil dated
 11th Jan-
 uary 1856.

And whereas the said testator duly made a further codicil to his will, dated the eleventh day of January one thousand eight hundred and fifty-six, and thereby devised the whole of his estate at Nizels, in the county of Kent, whether in the parish of Sevenoaks or in any other parish or parishes, and also the farm called the Priory Farm which he had recently purchased adjoining Nizels, and his estate called Bore Place, and all other lands which he then possessed in the county of Kent, besides his Somerhill estate, to the same uses and under and subject to the same powers and

provisions in all respects as he had in and by his said will expressed and declared of and concerning his Somerhill estate, and he confirmed the devise of his said Somerhill estate in his said will contained: A.D. 1879.

And whereas the said testator died on the twenty-seventh day of April one thousand eight hundred and fifty-nine, and his said will and codicils, together with certain other codicils, were, on the twenty-first day of June one thousand eight hundred and fifty-nine, duly proved in Her Majesty's Court of Probate by the said Aaron Asher Goldsmid and Moses Asher Goldsmid, Sir Francis Henry Goldsmid and Frederick David Goldsmid:

And whereas all the said testator's debts and legacies have been long since paid or set apart, and the clear net residue of his personal estate amounted to a very large sum:

And whereas the said testator's widow died on or about the seventeenth day of November one thousand eight hundred and sixty:

And whereas the said Aaron Asher Goldsmid died on the third day of November one thousand eight hundred and sixty:

And whereas by an indenture dated the fifteenth day of April one thousand eight hundred and sixty-one, and made between and duly executed by the said Moses Asher Goldsmid of the first part, the said Moses Asher Goldsmid, Sir Francis Henry Goldsmid, and Frederick David Goldsmid of the second part, and Nathaniel Montefiore of the third part, the said Nathaniel Montefiore was duly appointed a trustee in the room of the said Aaron Asher Goldsmid, deceased, of the trust estate, funds, and premises or powers respectively whereof by virtue or by the joint operation of the said will and codicils the said Aaron Asher Goldsmid was trustee jointly with the said Moses Asher Goldsmid, and by the same indenture the said Moses Asher Goldsmid granted the hereditaments devised to, and at the death of the said Aaron Asher Goldsmid vested in, the said Aaron Asher Goldsmid and the said Moses Asher Goldsmid, and then vested by survivorship in him the said Moses Asher Goldsmid, and all other hereditaments then vested in the said Moses Asher Goldsmid alone as such surviving trustee as aforesaid, unto the said Nathaniel Montefiore and his heirs, to the use of the said Moses Asher Goldsmid and Nathaniel Montefiore, their heirs and assigns, upon and for the same trusts, intents, and purposes as were by virtue or by the joint operation of the said will and codicils declared concerning the same premises respectively, or such of the same trusts, intents, and purposes as were then subsisting and capable of taking effect; and by the same indenture the said Moses Asher Goldsmid assigned all and singular the leasehold and personal estate then vested in the said Moses Asher Goldsmid alone as such surviving trustee as aforesaid unto the said Moses

Indenture dated 15th April 1861, appointing new trustee of the will of Sir I. L. Goldsmid.

A.D. 1879. Asher Goldsmid and Nathaniel Montefiore, their executors, administrators, and assigns, upon and for the same trusts, intents, and purposes as were by virtue or by the joint operation of the said will and codicils declared concerning the same premises respectively, or such of the same trusts, intents, and purposes as were then subsisting and capable of taking effect:

And whereas the said Moses Asher Goldsmid died on the thirtieth day of March one thousand eight hundred and sixty-four:

Indenture dated 22nd July 1864, appointing new trustee of the will of Sir I. L. Goldsmid.

And whereas by an indenture dated the twenty-second day of July one thousand eight hundred and sixty-four, and made between and duly executed by the said Nathaniel Montefiore of the first part, the said Sir Francis Henry Goldsmid, Frederick David Goldsmid, and Nathaniel Montefiore of the second part, and Aaron Goldsmid the younger of the third part, and which indenture was indorsed upon the herein-before stated indenture of the fifteenth day of April one thousand eight hundred and sixty-one, the said Nathaniel Montefiore appointed the said Aaron Goldsmid to be a trustee in the room of the said Moses Asher Goldsmid of the trust estate, funds, and premises or powers respectively whereof by virtue or by the joint operation of the said will and codicils and of the therein within-written indenture the said Moses Asher Goldsmid was trustee jointly with the said Nathaniel Montefiore; and by the same indenture the said Nathaniel Montefiore granted all and singular the freehold lands and other hereditaments by the therein within-written indenture expressed to be granted to the use of the said Moses Asher Goldsmid and Nathaniel Montefiore, their heirs and assigns, and also the Rendcomb Park estate, which had been recently purchased, and all other hereditaments then vested in the said Nathaniel Montefiore alone as such surviving trustee as aforesaid, unto the said Aaron Goldsmid and his heirs, to the use of the said Nathaniel Montefiore and Aaron Goldsmid, their heirs and assigns, upon and for the same trusts, intents, and purposes as were by virtue or by the joint operation of the said will and codicils declared concerning the same premises respectively, or such of the same trusts, intents, and purposes as were then subsisting and capable of taking effect; and by the same indenture the said Nathaniel Montefiore assigned all and singular the leasehold and personal estate then vested in the said Nathaniel Montefiore alone as such surviving trustee as aforesaid unto the said Nathaniel Montefiore and Aaron Goldsmid, their executors, administrators, and assigns, upon and for the same trusts, intents, and purposes as were, by virtue or by the joint operation of the said will and codicils, declared concerning the same premises respectively, or such of the same trusts, intents, and purposes as were then subsisting and capable of taking effect:

And whereas Walter Henry Goldsmid and Albert Abraham Goldsmid, in the said will respectively called Walter Goldsmid and Albert Goldsmid, severally attained the age of twenty-one years, and died in the lifetime of their father, the said Frederick David Goldsmid, without having been married respectively :

A.D. 1879.

And whereas the said Frederick David Goldsmid died on the eighteenth day of March one thousand eight hundred and sixty-six, without leaving male issue inheritable under the limitations of the said will of the said testator Sir Isaac Lyon Goldsmid, other than the said Julian Goldsmid, and having by his will dated the eighth day of June one thousand eight hundred and sixty-three appointed the said Nathaniel Montefiore and Aaron Goldsmid the younger, and Frederic David Mocatta and his widow Caroline Goldsmid, executors and executrix thereof, and bequeathed all the residue of his personal estate, including his moiety of the clear surplus of his father's residuary estate, in the events which have happened, as to two equal third parts thereof to his son, the said Julian Goldsmid, absolutely, and as to the remaining third part thereof upon trust for his the said testator's five daughters, Helen Lucas, Mary Ada Mocatta, Isabel Goldsmid, Flora Goldsmid, and Emma Katharine Goldsmid, equally; and the same will was duly proved on the third day of May one thousand eight hundred and sixty-six, in the Principal Registry of Her Majesty's Court of Probate, by the said Nathaniel Montefiore, Aaron Goldsmid the younger, and Frederic David Mocatta alone, power being reserved to the said Caroline Goldsmid to prove the same :

And whereas the said Aaron Goldsmid the younger died on the fifteenth day of December one thousand eight hundred and seventy-five :

And whereas by an indenture dated the first day of June one thousand eight hundred and seventy-six, and made between the said Nathaniel Montefiore of the first part, the said Sir Francis Henry Goldsmid, Nathaniel Montefiore, and Julian Goldsmid of the second part, and the said Frederic David Mocatta of the third part, the said Frederic David Mocatta was duly appointed to be a trustee in the room of the said Aaron Goldsmid the younger of the trust estate, funds, and premises or powers respectively whereof by virtue or by the joint operation of the said will and codicils and of the several herein-before stated indentures the said Aaron Goldsmid the younger was trustee jointly with the said Nathaniel Montefiore; and by the same indenture the said Nathaniel Montefiore granted all and singular the freehold lands and other hereditaments by virtue or by the joint operation of the said will and codicils devised to the said Aaron Asher Goldsmid and Moses Asher Goldsmid, and then vested in him the said Nathaniel Montefiore, as survivor of them the said

Indenture dated 1st June 1876, appointing new trustee of the will of Sir I. L. Goldsmid.

A.D. 1879. Nathaniel Montefiore and Aaron Goldsmid, and also the several freehold hereditaments acquired by purchase or exchange or otherwise, unto the said Frederic David Mocatta and his heirs, to the use of the said Nathaniel Montefiore and Frederic David Mocatta, their heirs and assigns, upon and for the same trusts, intents, and purposes as were by virtue or by the joint operation of the said will and codicils declared concerning the same premises respectively, or such of the same trusts, intents, and purposes as were then subsisting and capable of taking effect; and by the same indenture the said Nathaniel Montefiore assigned all and singular the leasehold and personal estate then vested in the said Nathaniel Montefiore alone, as such surviving trustee as aforesaid, unto the said Nathaniel Montefiore and Frederic David Mocatta, their executors, administrators, and assigns, upon and for the same trusts, intents, and purposes as were by virtue or by the joint operation of the said will and codicils declared concerning the same premises respectively, or such of the same trusts, intents, and purposes as were then subsisting and capable of taking effect:

And whereas in the year one thousand eight hundred and sixty-four an estate in the county of Gloucester, known as the Rendcomb Park estate, was purchased by the trustees of the said will out of moneys in their hands, subject to be invested in the purchase of real estate to be settled to the uses by the said will declared of the Hants estates; and the said Rendcomb Park estate was so settled:

And whereas the said Sir Francis Henry Goldsmid erected a mansion house on the said Rendcomb Park estate, at a cost of upwards of seventy thousand pounds, and furnished it at his own cost:

Will of Sir
Francis
Henry Gold-
smid, dated
1st February
1871.

And whereas the said Sir Francis Henry Goldsmid duly made his will, dated the first day of February one thousand eight hundred and seventy-one, and thereby appointed the said Nathaniel Montefiore and Alfred Goldsmid executors thereof, and he bequeathed unto his said executors all the pictures and statues belonging to him which should at the time of his decease be in his town residence at Saint John's Lodge aforesaid, and also all the furniture, china, glass, books, pictures, framed prints, statues, and other articles of household use and ornament belonging to him which should at the time of his decease be in or about his mansion house called Rendcomb Park, (except in any case plate, linen, and musical instruments, and except such of the other articles above mentioned as should then be in the rooms usually occupied by his wife, and except such four hundred volumes and such six works of art as should be selected by her as therein-after mentioned, in case she should survive him, but including the same articles, volumes, and works of art if his said wife should die in his lifetime,) of which said town residence with

divers furniture therein, and of which said mansion house, with the lands adjacent thereto, he was tenant for life under the provisions of the will and the codicils thereto of his late father Sir Isaac Lyon Goldsmid, Baronet, deceased, upon trust to allow the said pictures, statues, furniture, and other articles to go, devolve, and remain as heirlooms, together with the said town residence and mansion house and premises, according to the settlement of the same respectively under the will and codicils thereto of his said late father, and the provisions of that his will, so far as the rules of law and equity would permit, but so nevertheless that the same or any share thereof (original or accruing) should not vest absolutely in any person by the said will of his said father or any codicil thereto or by that his will made tenant in tail male or in tail by purchase unless such person should attain the age of twenty-one years, but on the death of such tenant in tail male or in tail by purchase under the age of twenty-one years the same pictures, statues, furniture, and other articles, or such share in the same (according to circumstances), should go, devolve, and remain as if the same had been freehold of inheritance, and had been devised by the said will and codicils thereto of his said late father and by that his will under the same limitations as thereby apply respectively to the said town residence, mansion house, and premises; and he thereby declared that as soon as conveniently might be after his decease an inventory should be taken in duplicate of such pictures, statues, furniture, and other articles, and each copy thereof should be signed by his said executors and by each adult person for the time being entitled to the enjoyment of the same pictures, statues, furniture, and other articles, and one of such copies should be kept by the person for the time being entitled as aforesaid and the other of them by his said executors, or by the trustees or trustee for the time being of that his will; and he also declared that any of the said pictures, statues, furniture, and other articles might be sold or exchanged by the usufructuary thereof for the time being, with the consent of his said executors or of the said trustees or trustee for the time being, on his or her substituting other works of art or articles of furniture of equal or greater value, but without any restriction that the same should be articles of the same kind or description, and that upon any such sale or exchange the said inventories should be altered accordingly; and, after reciting the said will of his late father Sir Isaac Lyon Goldsmid, the said testator declared that, for giving effect to the dispositions thereafter contained, his ultimate remainder (after and subject to the limitations therein-before referred to) of and in one undivided moiety as well of the said testator's estates in the county of Hants and estates and hereditaments purchased or to be purchased with the said sum of three

A.D. 1879.

hundred thousand pounds or any moneys or funds settled by reference to or in the same manner as the said sum of three hundred thousand pounds, as all hereditaments which through the medium of the power of sale and exchange contained in the said will, or any power of sale or exchange given by reference thereto, or of any award or order of exchange or partition under the Acts for the inclosure, exchange, and improvement of lands, or by any other means had been or should be substituted for any of the said estates or hereditaments, should, so far as he could effect the same, be freed and discharged from the said respective trusts for sale and conversion, and should be held as real estate by the trustees or other persons in whom the same should be vested at law, and should be by them conveyed by all proper assurances in the law (if and so far as circumstances should require) so as to be vested in the devisees thereof therein-after named; and he did thereby devise his said remainder (after and subject to the limitations therein-before referred to) of and in the said undivided moiety of all and singular the said estates, hereditaments, and premises (except such, if any, of the same premises as might be leaseholds for years) unto and to the use of the said Nathaniel Montefiore and Alfred Goldsmid, their heirs and assigns, upon trust for his sister Emma Montefiore for her life, without impeachment of waste (and so that during her then present or any future coverture such her life interest might be for her sole and separate use independently of her then present or any future husband, and of his debts, control, and engagements, and her receipt alone should be a discharge for the rents and profits of the same premises), and from and after the death of the said Emma Montefiore in trust for all or such one or more exclusively of the others or other of the issue of the said Emma Montefiore by her then present husband, the said Nathaniel Montefiore, whether a child or children or remoter descendant or descendants (such remoter descendant or descendants being born in the lifetime of the said Emma Montefiore, or within twenty-one years next after her decease), for such estates or interests, and if more than one in such shares, and with and subject to such limitations and provisions, and generally in such manner as the said Emma Montefiore and Nathaniel Montefiore should by any deed or deeds, with or without power of revocation and new appointment, jointly direct or appoint; and in default of such joint direction or appointment, and so far as no such joint direction or appointment should extend, as the survivor of them, the said Emma Montefiore and Nathaniel Montefiore, should by any deed or deeds, with or without power of revocation and new appointment, or by will or codicil, direct or appoint; and in default of such direction or appointment, and so far as no such direction or appointment should extend, in trust for Leonard

A.D. 1879.

Abraham (the eldest son of the said Emma Montefiore and the said Nathaniel Montefiore) and his assigns for his life, without impeachment of waste; and from and after the decease of the said Leonard Abraham Montefiore in trust for the first and other sons of the said Leonard Abraham Montefiore successively, according to their respective seniorities, in tail male; and in default of such issue in trust for Claude Joseph, the second son of the said Emma Montefiore by the said Nathaniel Montefiore, and his assigns for his life, without impeachment of waste; and from and after the decease of the said Claude Joseph Montefiore in trust for the first and other sons of the said Claude Joseph Montefiore successively, according to their respective seniorities, in tail male; and in default of such issue in trust for the third and every afterborn son of the said Emma Montefiore by the said Nathaniel Montefiore successively, according to their respective seniorities, in tail male; and in default of such issue in trust for the said Emma Montefiore, her heirs and assigns, for her sole and separate use, independently of her then present or any future husband; and the said testator further declared that, so far as he could effect the same, his ultimate interest or property (subject to the prior trusts therein-before referred to) of and in one undivided moiety of the said leasehold messuage or mansion house called Saint John's Lodge, with the premises thereto belonging, and the furniture, plate, and household effects therein bequeathed by the said testator, should be discharged from the trust for sale and conversion in the said will contained; and he thereby bequeathed the same, and also his ultimate interest or property of and in one undivided moiety of all lands of leasehold tenure coming within the exception of leaseholds from the general devise therein-before contained, to the said Nathaniel Montefiore and Alfred Goldsmid, their executors, administrators, and assigns (and he directed that such assignments and other assurances as the said trustees or trustee might think fit to require should be executed for vesting in them the same), upon such trusts and with and subject to such powers, provisoes, and declarations as should correspond with the trusts, powers, provisoes, and delarations therein-before declared and contained concerning the freehold premises therein-before limited in trust, as nearly as the different tenure and quality of the premises and the rules of law and equity would permit, but so that such of the same premises as were held by a lease for years or were of a personal nature should not vest absolutely in any tenant in tail male or in tail by purchase of the freehold premises thereby settled unless he should attain the age of twenty-one years, but on his death under that age should devolve together with the freehold premises thereby settled: all the rest, residue, and remainder of his estate, real and

A.D. 1879. — personal, the said testator gave, devised, and bequeathed, in the events which have happened, unto his said sister Emma Montefiore for her sole and separate use absolutely :

And whereas the said testator Sir Francis Henry Goldsmid died on the second day of May one thousand eight hundred and seventy-eight without issue, and his said will with four codicils thereto was duly proved on the twenty-eighth day of May one thousand eight hundred and seventy-eight in the Principal Registry of the Probate Division of Her Majesty's High Court of Justice by the executors therein named :

And whereas upon the death of the said Sir Francis Henry Goldsmid without issue the said Sir Julian Goldsmid became tenant for life in possession of all the estates settled by the said will and codicils of the said testator Sir Isaac Lyon Goldsmid :

And whereas the said Sir Julian Goldsmid has no male issue :

And whereas the said Elim Henry D'Avigdor (in the said will of the said testator Sir Isaac Lyon Goldsmid called Elim Avigdor) has one son only, that is to say, Osmond Elim D'Avigdor, otherwise called Osmond Bethel Elim D'Avigdor, who is an infant :

And whereas the said Sergius D'Avigdor (in the said will called Surges Avigdor) is a bachelor :

And whereas the said Helen Lucas, Isabel Goldsmid, Flora Goldsmid, and Emma Katharine Goldsmid are all sui juris, and entitled absolutely to their said shares under the said will of their said father, but the share of the said Mary Ada Mocatta became subject to the provisions of her marriage settlement dated the twenty-seventh day of October one thousand eight hundred and fifty-six, of which settlement Samuel Mocatta and the said Nathaniel Montefiore are now the surviving trustees, and under which the said Mary Ada Mocatta and her husband, the said Frederic David Mocatta, are at present the sole persons beneficially interested, but their issue and the next of kin of the said Mary Ada Mocatta may become beneficially interested thereunder :

And whereas the said Sir Isaac Lyon Goldsmid entered into various agreements with builders and others for granting upon certain terms building leases of portions of his Brighton estate, and such agreements were in some instances reduced to writing and signed by both parties, but in other instances such agreements rested solely upon proposals in writing signed by the intending lessee or upon verbal proposals by the intending lessee and acceptance thereof by the said Sir Isaac Lyon Goldsmid :

And whereas certain of the said agreements remained unfulfilled on the part of the said Sir Isaac Lyon Goldsmid at the time of his death, although the houses agreed to be erected were duly erected,

and the advances agreed to be made by the said Sir Isaac Lyon Goldsmid were duly made : A.D. 1879.

And whereas doubts arose and still exist as to the power of granting leases pursuant to the said agreements, having regard to the provisions of the said will :

And whereas by a decree made by His Honour Vice-Chancellor Stuart on the twenty-second day of July one thousand eight hundred and sixty-seven, in a cause in which Edward Whateley and William Randall Lee were plaintiffs and the said Sir Francis Henry Goldsmid, Julian Goldsmid, Elim Henry D'Avigdor, in the said decree called Elim Henry Avigdor, Sergius D'Avigdor, in the said decree called Sergius Avigdor, Nathaniel Montefiore, and Aaron Goldsmid the younger were defendants, the Court did declare that the several agreements in the plaintiffs bill mentioned, that is to say, an agreement of the twentieth day of June one thousand eight hundred and fifty-three, an agreement constituted of a proposal of the fifth day of April one thousand eight hundred and fifty-four and the acceptance thereof, an agreement constituted of a proposal of the eighteenth day of July one thousand eight hundred and fifty-three and the acceptance thereof, and an agreement of the seventeenth day of March one thousand eight hundred and fifty-six, ought respectively to be specifically performed and carried into execution, and decreed the same accordingly ; and the Court did order the plaintiffs to pay certain sums therein mentioned in respect of advances and of arrears of rent, and declared that, upon payment by the plaintiffs respectively of the aforesaid several sums of money in manner aforesaid, the defendant Elim Henry Avigdor, who was out of the jurisdiction, and the infant defendant Sergius Avigdor were trustees of the several messuages or dwelling-houses, hereditaments, and premises respectively comprised in the aforesaid several agreements for the purpose of granting such leases as therein respectively mentioned within the meaning of the Trustee Act, 1850, and that the interests of any unborn person or persons in the said several messuages or dwelling-houses, hereditaments, and premises comprised in such several agreements who might claim under and by virtue of the limitations contained in the said will of the said Sir Isaac Lyon Goldsmid, deceased, were the interests of persons who upon coming into existence would be trustees within the meaning of the Trustee Act, 1850, for the purpose of granting such leases as aforesaid ; and the Court did appoint the defendants Nathaniel Montefiore and Aaron Goldsmid the younger to join in conveying or assigning by way of demise the said several messuages or dwelling-houses, hereditaments, and premises for the estate and interest of the said defendants Elim Henry Avigdor and Sergius Avigdor, the infant, and discharged from the contingent rights and

Decree, dated the 22nd July 1867, directing the grant of certain leases.

13 & 14 Vict. c. 60.

A.D. 1879. — interests of any such unborn person or persons as aforesaid to the extent of the several terms and interests intended to be granted by the said leases; and upon such payments being made it was ordered that all proper parties should join in conveying or assigning by way of demise to the plaintiffs respectively the said several messuages or dwelling-houses, hereditaments, and premises comprised in the said several agreements for the terms therein respectively mentioned, according to the said several agreements respectively, and such respective leases were to be settled by the judge; and it was referred to the proper taxing-master to tax all parties their costs of that suit, and the same were to be paid out of the residuary estate of the said Sir Isaac Lyon Goldsmid:

And whereas in pursuance of the said decree leases were duly granted to the plaintiffs respectively:

And whereas the several agreements mentioned in the First Schedule to this Act are agreements of the same kind as those specific performance of which was ordered by the said decree, and the persons entitled to the benefit of the said agreements have for upwards of twenty years been in the receipt of the rents and profits of the messuages and hereditaments therein respectively comprised, and have paid the ground-rents agreed to be reserved by and performed the covenants agreed to be contained in the leases intended to be granted:

And whereas it is desirable, and would be for the benefit of the persons interested and to become interested in the said estates, that powers should be conferred of granting leases of the several properties comprised in the agreements mentioned in the First Schedule to this Act to the persons for the time being entitled to the benefit of the said agreements:

And whereas the real estate of the said testator Sir Isaac Lyon Goldsmid now remaining subject to the uses of his said will comprises considerable estates in the counties of Sussex, Kent, Hants, Gloucester, and Berks:

And whereas the said real estate includes a large quantity of land which is very suitable and immediately available for building purposes:

And whereas it is expedient, with a view to the advantageous leasing for building purposes of the said testator's real estate, to have powers in granting leases thereof for building purposes to reserve only peppercorn or nominal rents for a limited time, and to provide for the rents gradually increasing as the land is covered with buildings, and for the reservation of the whole of the rent ultimately to be made payable out of parts only of the land demised or contracted to be demised, and the reservation of peppercorn or nominal rents only in respect of the other parts of such land:

A.D. 1879.

And whereas it is an almost invariable custom at Brighton to give to lessees for building purposes an option to purchase the fee simple of the land demised or agreed to be demised within a certain number of years (usually seven years) :

And whereas under the circumstances herein-before appearing, as well as for other reasons, the power to grant building leases contained in the said will is insufficient to provide for the advantageous leasing of the real estate of the said testator for building purposes, and it is desirable, and would be for the benefit of the persons interested and to become interested in that estate, that more ample powers and provisions for the leasing and for the laying out and improving of such estate should be created, and that, with a view to promote the advantageous leasing of such estate, there should be given a power to buy up tithe rentcharge, land-tax, quit-rents, and other outgoings, in order that the land may be demised for building purposes free from those burdens, and also a power to enter into agreements with lessees to purchase improved ground-rents upon the premises leased, and to carry into effect such agreements :

And whereas certain conditional contracts, more particularly mentioned in the Second Schedule to this Act, have been entered into for leases of parts of the said estates in accordance with the powers and provisions intended to be hereby authorised, or some of them, and it is desirable that such contracts, and any other similar contracts which may be entered into before the passing of this Act, should be confirmed :

And whereas the will of the said testator contains no power to grant building leases during the period in which the said Elim Henry D'Avigdor and Sergius D'Avigdor may be respectively tenants for life in possession of the said testator's real estates in the counties of Sussex and Kent and elsewhere, and it is desirable that powers should be conferred upon the said Elim Henry D'Avigdor and Sergius D'Avigdor of granting building leases :

And whereas it is desirable, and will be for the benefit of the persons interested and to become interested in the real estates subject to the uses of the said will of the said testator Sir Isaac Lyon Goldsmid, that power should be given to purchase accommodation land although the title adduced thereto may not be strictly marketable :

And whereas the heirlooms bequeathed by the said will of the said testator Sir Francis Henry Goldsmid are of great value :

And whereas the said Sir Julian Goldsmid resides with his family in the mansion house known as Somerhill, part of the Kent estates devised by the said will of the said testator, and he does not desire to occupy the mansion house on the Rendcomb Park estate :

A.D. 1879.

And whereas the said heirlooms are sustaining damage and deteriorating in value in consequence of Rendcomb mansion house not being occupied :

And whereas the trustees of the said will of the said testator Sir Isaac Lyon Goldsmid, in exercise of the power of sale contained in the said will, have determined to sell the Rendcomb Park estate :

And whereas it is impossible, except at very great trouble, inconvenience, and expense, to warehouse the said heirlooms :

And whereas it is desirable, and will be for the benefit of the persons interested and to become interested in the said estate, that the trustees of the said will of the said testator Sir Isaac Lyon Goldsmid should be authorised to sell the said heirlooms, or such of them as they may think fit, and to apply the moneys to arise from such sale upon such and the same trusts as are by the said will of the said Sir Isaac Lyon Goldsmid declared of and concerning the said Rendcomb Park estate, or the proceeds of sale thereof :

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

Therefore Your Majesty's most dutiful and humble subject, the said Sir Julian Goldsmid, doth most humbly beseech Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows ;
(that is to say,)

Short title.

1. This Act may for all purposes be cited as the Goldsmid Estate Act, 1879.

Power to grant building leases for terms not exceeding 99 years.

2. It shall be lawful for the said Sir Julian Goldsmid during his life, and after his death and during the minority or respective minorities of any tenant or tenants in tail by purchase who shall for the time being be entitled in possession under the limitations of the said will of the said testator Sir Isaac Lyon Goldsmid, for the trustees or trustee for the time being of the power of sale and exchange contained in the said will, by deed to appoint by way of lease for any term of years absolute, not exceeding ninety-nine years, to take effect in possession or within twelve calendar months after the date of the appointment, all or any part of the lands and hereditaments for the time being subject to the uses of his said will, to any person or persons whomsoever who shall be willing substantially to improve or repair any of the present or future houses or buildings thereon, or to erect and build any house or houses or other buildings in lieu thereof or in addition thereto, or to erect and build any house or houses or other buildings on any part

of the said lands and hereditaments whereon no building shall be then standing, or who shall be willing to annex any of the said lands and hereditaments for gardens, yards, courts, or other conveniences to buildings erected and built, or to be from time to time erected and built, on the said lands and hereditaments or any part thereof, or who shall be willing otherwise to improve the same lands and hereditaments or any part thereof respectively, and with or without liberty for the lessee or lessees to take down or remove all or any part or parts of the buildings (if any) standing or being upon or within the premises in such leases respectively to be comprised, and to apply and dispose of the materials thereof to such uses and purposes as shall be agreed on, and with or without liberty for the lessee or lessees to set out and allot any part or parts of the premises to be comprised in any such lease or leases as and for the site of any streets, squares, crescents, or other open spaces, roads, ways, avenues, passages, sewers, drains, yards, gardens, pleasure grounds, shrubberies, or otherwise for the use and convenience of the several lessees, tenants, or occupiers of the premises, or for the general improvement of the premises, or of any adjoining part of the settled estate, and also with or without liberty for the lessee or lessees to make, lay, or use in or under any part of the lands and hereditaments which may be so set out and allotted, or any other part which shall not have been previously leased of the said lands and hereditaments hereby authorised to be leased as aforesaid, or (so far as any reservation in any lease which shall have been previously made of any part of the said lands and hereditaments will authorise) any part which shall have been previously leased of the said lands and hereditaments, any sewers, drains, pipes, conduits, arches, cellars, vaults, areas, or other conveniences to any present or future houses, buildings, or works, and either reserving or not reserving the right of making, laying, or using any sewers, drains, pipes, conduits, arches, cellars, vaults, areas, roads, ways, passages, or other conveniences, or any other liberties or privileges in, upon, through, over, or under the premises leased, and also with or without liberty for the lessee or lessees to dig, take, and carry away in and out of the premises to be comprised in his, her, or their lease or respective leases any such earth, clay, chalk, sand, gravel, or other soil as it shall be found necessary or convenient to remove for effecting any of the purposes aforesaid, and also to dig and excavate any earth, clay, chalk, or sand out of any convenient part of the respective premises to be comprised in such respective leases, and to manufacture the same into bricks or tiles, or other materials to be used in such new buildings, repairs, or improvements as aforesaid, and also with or without any rights of way and other liberties or privileges which to the person or persons

A.D. 1879.

granting such lease or leases respectively shall seem reasonable, and either with or without covenants and stipulations to be entered into or made by or on the part of the lessee or lessees to contribute towards the expense of making and keeping in repair, ornamenting, and embellishing any squares, promenades, or other open spaces, roads, ways, avenues, passages, sewers, drains, pipes, conduits, easements, or conveniences in, upon, through, under, or over any part or parts of the said lands and hereditaments hereby authorised to be leased as aforesaid (which contributions may be made payable either to the lessor or lessors or otherwise, and either in advance or otherwise, and may be regulated by the assessment to the poor rate, or fixed by the surveyor to the estate, or otherwise as may be agreed upon), and either with or without covenants and stipulations as to the mode in which any other part or parts of the said lands and hereditaments hereby authorised to be leased as aforesaid shall be built upon, laid out, used, or improved, so as in every such lease or demise there be reserved and made payable (except in cases where peppercorn rents or other merely nominal rents may be yearly reserved according to the provisions herein-after contained) the best yearly rent that can at the time of the making or granting any such lease, according to the nature and circumstances of the case, be reasonably had or gotten for the same, to be made payable half-yearly or oftener, and so that every such lease or demise be made without taking any fine, premium, or foregift, or anything in the nature thereof, for or in respect of making the same (such covenants, conditions, provisoes, reservations, and restrictions as are hereby authorised not being considered in the nature of a fine or premium, and so also that when any lease under this provision shall be made upon the surrender of a former lease the value of the lessee's interest under such surrendered lease may be taken into account in fixing the terms of the new lease), and so as in every such lease or demise made for the purpose of having buildings erected or constructed there be contained a covenant on the part of the lessee or lessees to build, construct, and finish the messuages, erections, and buildings which may be agreed to be built or constructed on the premises within a time to be therein specified for the purpose, and to keep in repair during the term such buildings, and so as in every such lease or demise made for the purpose of having buildings repaired or rebuilt there shall be contained a covenant on the part of the lessee or lessees to rebuild or repair the same within a time to be therein specified for that purpose, and to keep in repair during the term the messuages and buildings agreed to be rebuilt and repaired, and so that in every such lease or demise to be made for any of the purposes aforesaid there be contained on the part of the lessee or lessees a covenant for the due payment of the rent or rents

to be thereby respectively reserved, unless the same shall be a peppercorn or other merely nominal rent, and of all taxes, charges, rates, assessments, dues, and impositions whatsoever affecting or to affect the premises to be respectively comprised in such lease, and also a covenant for keeping the messuages and buildings erected and built and to be erected and built or repaired on the premises to be therein comprised insured from loss or damage by fire to the amount of three fourth parts, at the least, of the value thereof in some or one of the public offices for insurance in London or Westminster, and to lay out the money to be received by virtue of such insurance, and all such other sums of money as shall be necessary, in substantially repairing, rebuilding, and reinstating such messuages or buildings as shall be destroyed or damaged by fire, and also to surrender the possession of and leave in repair the messuages, erections, and buildings to be erected and built, or repaired or constructed on the premises therein comprised on the expiration or sooner determination of the term to be thereby granted, and so as in every such lease there be contained a power for the person or persons for the time being entitled to the same premises in remainder or reversion immediately expectant on the term to be thereby granted, or his or their surveyors or agents, to enter upon the premises and inspect the condition thereof, and also a provision or condition of re-entry for non-payment of the rent thereby reserved, unless the same shall be a peppercorn or other merely nominal rent, for any space exceeding twenty-eight days, or for non-performance of any of the covenants, provisions, or conditions therein contained on the part of the lessee or lessees, and either with or without a provision that no breach of any of the covenants, provisions, and conditions to be therein contained, except of the covenant for payment of the rent, and such other covenants, provisions, or conditions (if any) as may be agreed upon between the parties to be so excepted, shall occasion any forfeiture of such lease, or of the term thereby granted, or give any right of re-entry, unless or until judgment shall have been obtained in an action for such breach, and unless the damages and costs to be recovered in such action shall have remained unpaid for the space of three calendar months after judgment shall have been obtained in such action; and every such lease may also contain any other covenants, agreements, powers, conditions, or restrictions which shall appear reasonable to the person or persons granting such lease or leases respectively, and so as that the respective lessees execute and deliver to the lessor or lessors counterparts of their respective leases: Provided always, that the first payment of the rent to be reserved in any lease to be made under the powers herein-before contained may be made to commence and become payable on any day not exceeding two years and

A.D. 1879. a half from the date of such lease, and may be made to increase periodically, beginning with such portion of the full rent to be ultimately payable as shall be thought advisable, and increasing up to the full rent, as shall be found convenient or be thought proper, and as shall be expressed in such lease, regard being had to the progress of the buildings or works agreed to be built or repaired, or of the improvements agreed to be made.

Execution of lease by lessor evidence of execution of counterpart by lessee.

3. The execution of any lease to be made under the authority of this Act by the lessor or lessors shall be deemed sufficient evidence that a counterpart of such lease has been duly executed by the lessee as required by this Act.

Power to lay out streets, squares, &c. on lands authorised to be let on building leases.

4. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases to lay out and appropriate any part or parts of the lands and hereditaments for the time being subject to the uses of the said will of the said testator Sir Isaac Lyon Goldsmid as and for a way or ways, road or roads, street or streets, square or squares, crescent or crescents, avenues, promenades, or other open spaces, passage or passages, sewer or sewers, or other conveniences for the general improvement of the same lands and hereditaments respectively, and the use or accommodation of the tenants and occupiers thereof, and either to be dedicated to the public or not, and in such manner as shall be agreed upon in any such leases or in any general deed to be executed for that purpose (such general deed (if any) to be sealed and delivered by the person or persons who for the time being may exercise the said powers of leasing, and to be enrolled in the Chancery Division of the High Court of Justice,) to give and grant such privileges and other easements as such person or persons shall deem reasonable or convenient; and any laying out or appropriation heretofore made in accordance with the provisions of this section shall be as valid and effectual as if it had been made after the passing of this Act; and any moneys for the time being applicable under and by virtue of the provisions of the said will of the said testator Sir Isaac Lyon Goldsmid to be laid out in the purchase of lands to be settled in the same manner as the lands and hereditaments so laid out or appropriated may be applied in or towards payment of any expenses which shall be incurred in the exercise of any of the powers contained in this section.

As to management, &c. of enclosure near Palmeira Square.
36 & 37 Vict.
c. xciv.

5. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases to make any arrangements he or they may think fit with the Commissioners acting in execution of the Hove Commissioners Act, 1873, with reference to the management, improvement, maintenance, and regulation of

the enclosure or lawn situate to the north of Palmeira Square, and between that square and Church Road, or any other pleasure ground situate within the limits of the said Act. A.D. 1879.

6. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases to enter into any contract or contracts in writing for granting any lease or leases of all or any part or parts of the lands and hereditaments of which leases may be granted as aforesaid, with the buildings (if any) which shall be standing thereon, pursuant to the powers and subject to the restrictions herein-before contained, so far as the same shall be applicable, and to agree, when and as any lands or buildings so agreed to be leased, or any part or parts thereof, shall be built, rebuilt, or repaired, laid out, formed, or improved in the manner and to the extent stipulated in such contract or contracts, to lease the premises mentioned in such contract or contracts, or any part or parts thereof, to the person or persons contracting to take the same as aforesaid, or his or their executors, administrators, or assigns, or to other such person or persons as he or they shall nominate and appoint in that behalf, for and during the remainder of the term to be specified in such contract or contracts, and in such parcels, and under and subject to such portions of the yearly rent or rents to be specified in such contract or contracts, as shall be thought proper, but so, nevertheless, that if the yearly rent to be reserved on any such lease shall bear a greater proportion to all the rent in the contract agreed to be reserved than the quantity of land to be comprised in such lease shall bear to all the land comprised in the contract, then and in such case the same rent shall not exceed one sixth part of the clear yearly rack-rent value of the premises to be comprised in such lease when fit for habitation or use; and (if the persons entering into such contract shall think the same expedient) to agree that the full rent specified in such contract or contracts shall be reserved in the lease or leases to be granted of a given quantity to be specified in such contract or contracts of the lands thereby agreed to be leased, and that the residue thereof shall be leased at the yearly rent of a peppercorn or some other merely nominal rent after the full rent specified in such contract or contracts shall have been reserved in any lease or leases to be granted in pursuance thereof, and at such time or respective times and in such manner as may be thought proper; and if no given quantity for such purpose shall be specified in such contract or contracts, to agree that when the full rent agreed to be reserved shall have been reserved in the lease or leases granted of a competent part or competent parts of the said lands thereby agreed to be leased, the residue thereof, if any, shall be leased by

Power to
enter into
contracts.

A.D. 1879. one or more lease or leases at the yearly rent of a peppercorn, or some other merely nominal rent, and in case of leases to be granted at the yearly rent of a peppercorn, or some other merely nominal rent, to agree to grant the same after the land to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly rents agreed to be reserved in such contract or contracts may be made to commence at such period or periods not exceeding two years and a half from the date of such contract or contracts, and may be made to increase periodically, beginning with such portion of the full rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full rent, as shall be convenient or thought proper, and as in such contract or contracts respectively shall be expressed, regard being had to the quantity of land from time to time agreed to be leased and the progress of the buildings stipulated to be erected thereon; and also to agree that when and as any lease or leases shall be granted of any part or parts of the hereditaments so contracted to be leased, the hereditaments so for the time being leased shall be discharged from such contract or contracts, and that the person or persons with whom such contract or contracts shall be entered into shall remain liable, in respect of such part or parts of the hereditaments comprised in such contract or contracts as shall not for the time being be leased, to the payment of such portion or portions of the rent or rents by such contract or contracts agreed to be paid as may be thought proper and shall in such contract or contracts be provided for; and also to agree that the person or persons with whom such contract or contracts may be entered into may have, exercise, and enjoy all or any of the liberties which are authorised to be granted to lessees under the power of leasing herein-before contained.

Contracts to contain conditions for vacating the same upon breach of the stipulations therein contained.

7. Provided also, that in every such contract for a lease there shall be inserted a clause or condition for vacating the same contract as to or for re-entry upon such part or parts of the lands and buildings therein comprised and agreed to be let as shall not have been actually leased on breach of any of the stipulations in such contract contained on the part of the intended lessee or lessees, and also a clause or condition that the person or persons to whom such lease or leases ought to be granted pursuant to such contract shall accept the same and execute a counterpart or counterparts thereof, and pay the reasonable charges of preparing the same, within a reasonable time to be thereby appointed, or that in default thereof such contract shall, as to the lands and buildings not actually leased by virtue of the same contract, be void, and every such contract shall be binding on all persons interested in the hereditaments to be comprised therein.

8. If the person or persons for the time being entitled to the immediate reversion or remainder of any lands or buildings comprised or to be comprised in any lease or contract granted or to be granted under this Act shall enter upon the same lands or buildings, and recover or retain possession thereof, under or by virtue of any condition of re-entry therein contained, then and in every such case it shall be lawful for the person or persons for the time being authorised to grant leases as aforesaid to grant leases or enter into contracts for granting leases, and afterwards to grant leases of the same hereditaments under the powers and authorities herein-before contained in the same manner as if no leases or contracts for leases thereof had been previously entered into: Provided always, that it shall be lawful for the person or persons for the time being authorised by this Act to grant leases from time to time to enter into any new contracts or agreements in relation to the hereditaments so authorised to be leased by him or them respectively as aforesaid with any person or persons with whom any contract or contracts have been or shall be entered into by virtue of this Act by way of addition to or explanation or alteration of all or any of the covenants and agreements in such contract or contracts respectively to be contained, so, nevertheless, that such contract or contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the powers and provisions of this Act, or to release the person or persons respectively with whom any contract or contracts shall have been entered into by virtue of this Act, and his or their heirs, executors, administrators, and assigns, of and from the observance of all or any part of the same contract or contracts respectively, and, if it shall be thought expedient, to enter into any new covenants or agreements with such person or persons, or his or their executors, administrators, or assigns, in lieu of the same contract or contracts or part or parts thereof respectively which shall have been so released, so, nevertheless, that any such new covenants or agreements as last aforesaid shall be conformable with the powers and provisions of this Act, or to accept a surrender of all or any part of the hereditaments comprised in any such contract or contracts as aforesaid, and the hereditaments so surrendered shall or may be afterwards contracted and agreed to be leased and afterwards leased under the powers and authorities herein-before contained in the like manner as if no contract or contracts for leasing the same had been previously entered into or executed.

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 On re-entry
 new leases
 or contracts
 may be
 granted.

Power to
 enter into
 explanatory,
 &c. contracts
 and agree-
 ments.

9. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases from time to time to confirm any lease or leases or general deed purporting to have been granted

Power to
 confirm
 voidable
 leases.

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or made by virtue of this Act in any case in which, for some technical error, informality, or irregularity in granting or executing the same, or entering into the contract for granting the same, such lease or leases or general deed shall be void or voidable, or to grant any lease or leases pursuant to the powers and subject to the restrictions herein-before contained in lieu of such void or voidable lease or leases, for any term of years not exceeding the then residue of the term or terms of years granted or purporting to be granted by such void or voidable lease or leases, and at and under the same yearly rent or rents as was or were, or a larger rent or rents than was or were, reserved in such void or voidable lease or leases respectively, but so that no fine or premium shall be accepted or taken for making any such confirmation or confirmations.

Conditions
of re-entry
to be appor-
tionable.

10. Provided always, that no lease or contract to be made under the authority of this Act shall be void or invalid or defeasible or questionable on the ground that the right of entry or re-entry for non-payment of rent or for breach of all or any of the stipulations, covenants, and agreements to be therein contained shall be confined by any terms restricting the same to the part of the hereditaments leased or agreed to be leased, where the breach or default in the lessee's covenant shall have been committed, or by any other terms restricting the right of entry to a part only of the buildings, lands, or hereditaments to be leased or agreed to be leased by any such lease or contract, and that notwithstanding the avoidance of any lease or contract as aforesaid for the breach of any such stipulations, covenants, or agreements as to part only of the buildings, lands, or hereditaments thereby leased or agreed to be leased the condition of re-entry shall remain and be in full force as to any buildings, lands, or hereditaments which from time to time shall continue to be held under or by virtue of the same lease or contract, and for this purpose every such condition shall be apportionable and shall have effect according to the intentions of the parties as expressed in any such lease or contract accordingly; and no under-lease or under-leases to be granted of all or any part of the lands or hereditaments to be comprised in any lease or contract to be made by virtue of the provisions herein-before contained shall be liable to forfeiture, or to the operation of the proviso or condition of re-entry for non-performance of the covenants, provisos, or conditions contained on the part of the lessee in the original lease, by reason of the breach or non-performance of any of such covenants, provisos, or conditions, unless such breach or non-performance shall arise or be made with reference to the particular premises to be comprised in any such under-lease or some part thereof, and, moreover, that the breach or non-performance of any of the said covenants, provisos,

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or conditions with reference to the premises comprised in any such under-lease shall not work a forfeiture of the original lease thereof as respects any other premises therein comprised and not included in such under-lease, and that the proviso of re-entry to be contained in such original lease for non-performance of any of the covenants, provisoes, or conditions to be therein contained on the part of the lessee shall accordingly be and be construed and held to be apportionable so and in such manner as that the same shall have a distinct or separate or exclusive operation with respect to the premises to be comprised in each such under-lease as aforesaid, in such and the same manner as if, instead of each original lease comprising more than the premises included in such under-lease as aforesaid, there had been an original separate lease of the premises respectively comprised in each such under-lease as aforesaid.

11. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases to insert in any lease or contract for a lease granted or entered into under or by virtue of this Act a provision giving to the person or persons taking or contracting to take such lease, his or their executors, administrators, or assigns, the option, at any time within a period to be specified, not exceeding seven years from the date of such lease or contract for a lease, upon giving not less than three calendar months notice in writing of his or their intention to exercise such option to the person or persons for the time being authorised by this Act to grant leases as aforesaid, of purchasing the whole or any part or parts of the lands and hereditaments comprised in such lease or contract, and the buildings erected or to be erected thereon, and the inheritance thereof in fee simple in possession free from incumbrances (except such lease or contract), at such price or sum of money as shall be specified in such lease or contract for that purpose, not being less than a sum equal to twenty-five years purchase of the ground-rent to be reserved and made payable by such lease or contract, or of a proportionate part thereof, and such lease or contract may contain such special or other stipulations as to the title or evidence or commencement of title to be shown to the premises as to which such option shall be exerciseable, and as to the contract arising by reason of the exercise of such option being carried into effect within a specified time or otherwise, or being rescinded by reason of any requisition or objection made by any of the persons exercising such option, and such other special or other stipulations as between vendor and purchaser, whether as to the nature, or preservation, or uniformity of buildings to be erected or the user of the premises, and the execution of any covenant or

Power to give lessees option to purchase the fee simple of premises leased to them.

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covenants by separate deed providing for the same, or otherwise, as the person or persons for the time being authorised by this Act to grant leases shall think proper or expedient; and for the purpose of effectuating any sale or sales in pursuance of any such option or options as aforesaid it shall be lawful for the person or persons for the time being authorised by this Act to grant leases to make such revocation of uses and appointment of new uses as shall be necessary or proper, but nevertheless the purchase money payable on every such sale shall be paid to the trustees or trustee for the time being of the power of sale and exchange contained in the said will, whose receipts shall be sufficient discharges for the same, and shall be applicable and be applied by them or him as if the same had arisen from a sale under and by virtue of such power of sale and exchange.

Power to buy up tithe rentcharge and other outgoings.

12. It shall be lawful for the trustees or trustee for the time being of the power of sale and exchange contained in the said will to apply any moneys for the time being applicable under or by virtue of the provisions contained in the said will or this Act by reference thereto to the purchase of lands to be settled to the same uses as any lands out of or upon which any tithe rentcharge, land-tax, quit-rents, or other annual incumbrances or outgoings shall be charged or payable in purchasing any such tithe rentcharge, land-tax, quit-rent, incumbrances, or outgoings; and all or any tithe rentcharge, land-tax, quit-rents, incumbrances, or outgoings so purchased shall be so conveyed or released as that the same shall become and be extinguished and merged in the inheritance of the hereditaments out of or upon which the same shall be issuing or charged.

Power to arrange with lessees for purchase of improved ground-rents.

13. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases, at the time of granting any building lease or entering into any contract for a building lease under the provisions of this Act, to enter into an agreement in writing with the person or persons taking or contracting to take such lease for the purchase from such person or persons, his or their executors, administrators, or assigns, of all or any of the land to be comprised in such lease, (when and so soon as the buildings to be erected thereon shall have been duly erected in accordance with the terms of the lease or contract for a lease thereof and an under-lease or under-leases shall have been granted at an increased rent or increased rents,) for the residue of the term granted by the original lease, with the benefit of such increased rent or rents; and such agreement shall specify or provide according to a scale to be therein mentioned what shall be the amount of the purchase money to be paid for such purchase, such purchase money however in no case to be greater than the amount of twenty-five years purchase of the net

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improved rent or rents after deducting the original ground-rent or proportion of ground-rent to be reserved in respect of the premises to be so purchased; and, in case any such agreements or agreement shall be entered into, the purchase moneys for completing the same shall, when required, be provided by the trustees or trustee for the time being of the power of sale and exchange contained in the said will out of any moneys applicable under or by virtue of the provisions of the said will or this Act by reference thereto to the purchase of land to be settled to the same uses as the land comprised in such building lease or contract for a building lease; and the hereditaments purchased shall be assigned to and vested in such trustees or trustee upon such trusts and in such manner as leasehold hereditaments by the said will authorised to be purchased ought for the time being to be conveyed and settled: Provided always, that the improved rent or rents to be so purchased shall in every case be the entire ground rent or rents reserved by the lease or leases by which the same shall be created, and shall, together with the original ground rent or rents or proportion of ground-rent reserved in respect of the same premises, in no case exceed one sixth part of the clear yearly rack-rent value thereof.

14. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases to grant or convey, either for valuable consideration or without receiving any valuable consideration, in fee simple or for a term of years absolute, to any person or persons whomsoever, any piece or pieces or plot or plots of land forming part of the lands hereby authorised to be leased, for the site or sites of a church or chapel, churches or chapels, synagogue or synagogues, and for a schoolhouse or schoolhouses, or of any other public building or public buildings the erection of which may be considered beneficial to the estate, or for one only of such purposes; and for the purpose of effectuating any such grant or conveyance it shall be lawful for the person or persons for the time being authorised by this Act to grant leases to make such revocation of uses and appointment of new uses as shall be necessary or proper, and in the case of a sale or sales for a valuable consideration or considerations the purchase money shall be paid to the trustees or trustee for the time being of the power of sale and exchange contained in the said will, and shall be applicable and be applied by them or him as if the same were moneys arisen from the sale of lands under that power.

Power to grant sites for churches, schools, and other public buildings.

15. It shall be lawful for the person or persons for the time being authorised by this Act to grant leases by deed to limit or appoint by way of lease, in pursuance of the several agreements specified in the First Schedule to this Act, unto the person or persons for

Power to grant leases in pursuance of agreements in First Schedule.

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Contracts in Second Schedule may be carried into effect.

16. All or any of the contracts specified in the Second Schedule to this Act and any other contract or contracts entered into prior to the passing of this Act which shall be in accordance with the forms and provisions of this Act may be carried into effect.

Power to; Elim Henry D'Avigdor and Sergius D'Avigdor to grant leases, &c.

17. It shall be lawful for each of them the said Elim Henry D'Avigdor and Sergius D'Avigdor, when he shall be tenant for life in possession under the limitations of the said will of the said testator Sir Isaac Lyon Goldsmid, to exercise all such powers over or in respect of any part or parts of the settled estates of which he shall be tenant for life in possession as are by the combined operation of the said will and of this Act conferred upon the said Sir Julian Goldsmid as tenant for life in possession.

Power to buy contiguous lands with less than a marketable title.

18. It shall be lawful for the trustees or trustee for the time being of the power of sale and exchange contained in the said will of the said testator Sir Isaac Lyon Goldsmid to apply any moneys for the time being applicable under or by virtue of the provisions contained in the said will or by this Act by reference thereto to the purchase of lands, in purchasing with less than a marketable title any lands contiguous to some part of the settled estates, and which shall, in the opinion of the said trustees or trustee, be in the nature of accommodation land.

Power to sell heirlooms at Rendcomb mansion house.

19. It shall be lawful for the trustees or trustee for the time being of the power of sale and exchange contained in the said will of the said testator Sir Isaac Lyon Goldsmid, with such consent or at such discretion as therein mentioned, to sell all or any of the heirlooms at Rendcomb mansion house bequeathed by the said will of the said testator Sir Francis Henry Goldsmid, either by public auction or private contract, and generally in such manner and at such time or times, and upon such terms and conditions as to the said trustees or trustee shall seem meet.

20. All moneys to arise from the sale of the said heirlooms, or such of them as shall be sold, shall be paid to the said trustees or trustee, whose receipt shall be a good discharge for the same, and such moneys shall be held and applied subject to such trusts, provisions, and declarations as are declared by and in the said will of the said testator Sir Isaac Lyon Goldsmid of and concerning the proceeds of sale of his Hants estates.

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Application of purchase money of heirlooms.

21. The costs, charges, and expenses incurred in and about the obtaining and passing this Act shall be paid, as to one equal third part thereof, by the trustees or trustee for the time being of the power of sale and exchange contained in the said will of the said testator Sir Isaac Lyon Goldsmid out of moneys applicable to be laid out in the purchase of land to be settled to the uses declared of his Sussex estates, and as to one other equal third part thereof by the said trustees or trustee out of moneys applicable to be laid out in the purchase of land to be settled to the uses declared of his Hants estates, and as to the remaining equal third part thereof by the said Sir Julian Goldsmid.

Expenses of Act.

22. This Act shall not, nor shall anything herein contained, be construed or deemed or taken to suspend, revoke, annul, prejudice, lessen, or affect the powers of leasing or sale or other powers contained in the said will of the said testator Sir Isaac Lyon Goldsmid, except so far as the same may be defeated or affected by the exercise of any of the powers contained in this Act.

Act not to prejudice existing powers.

23. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to every other person and body politic and corporate, and their respective heirs, successors, executors, administrators, and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatsoever of, on, upon, to, or out of the lands, hereditaments, and premises herein-before mentioned, and every and any part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

General saving.

24. The following persons and their respective heirs, executors, administrators, or assigns, are excepted out of the general saving in this Act contained, and accordingly are the only persons bound by this Act; (that is to say,)

Exceptions from general saving.

A.—Sir Julian Goldsmid, and his sons hereafter to be born, and the heirs of their respective bodies:

B.—Elim Henry D'Avigdor, and his son already born, and his sons hereafter to be born, and the heirs of their respective bodies:

A.D. 1879.

C.—Sergius D'Avigdor, and his sons hereafter to be born, and the heirs of their respective bodies :

D.—Nathaniel Montefiore and Frederic David Mocatta, as trustees under the will of the said testator Sir Isaac Lyon Goldsmid, and every person hereafter being a trustee under that will in their capacity of trustees only :

E.—Nathaniel Montefiore and Alfred Goldsmid, as trustees under the will of the said testator Sir Francis Henry Goldsmid, and every person hereafter being a trustee under that will in their capacity of trustees only :

F.—Emma Montefiore, and the appointees of the said Emma Montefiore and Nathaniel Montefiore, or of the survivor of them, and her sons already born and hereafter to be born, and the heirs of their respective bodies :

G.—Nathaniel Montefiore, Frederic David Mocatta, and Caroline Goldsmid, as executors and trustees under the will of the said testator Frederick David Goldsmid, and every person hereafter being a trustee under that will in their capacity of trustees only :

H.—Sir Julian Goldsmid, Helen Lucas, Mary Ada Mocatta, and Frederic David Mocatta, and their issue hereafter to be born, and the next of kin of the said Mary Ada Mocatta, and Isabel Goldsmid, Flora Goldsmid, and Emma Katharine Goldsmid :

I.—Samuel Mocatta and Nathaniel Montefiore, as trustees under the indenture of settlement of the twenty-seventh day of October one thousand eight hundred and fifty-six, and every person hereafter being a trustee under that indenture in their capacity of trustees only.

Act as
printed by
Queen's
printers to
be evidence.

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

The FIRST SCHEDULE herein-before referred to.

A.D. 1879.

Date of Agreement.	Name of Lessee.	Description of Property.	Term.	Rent.
1850, Oct. 14th	Stephen Drury -	1, 2, and 3, Lansdowne Terrace West.	99 years from 10th August 1850.	£ s. d. 28 7 0
1851, Feb. 27th	William Goble and another.	16 and 18, York Road -	99 years from 14th Feb. 1851.	17 0 0
1851, March 24th	Alfred Butler -	20 and 22, do. -	99 years from 25th March 1851.	18 0 0
1853, May 30th	Do. - -	44 and 46, do. -	99 years from 24th June 1853.	27 0 0
1853, June 20th	John Potten -	33 and 35, do. -	99 years from 24th June 1853.	19 13 0
1853, May 30th	Henry Butler -	48, do. -	99 years from 24th June 1853.	13 10 0
1852, April 8th	Do. - -	52, do. -	99 years from 25th March 1852.	12 0 0
1853, Sept. 30th	Henry Banks & Joseph Vinall.	49 and 51, do. -	99 years from 29th Sept. 1853.	30 4 0
1853, Sept. -	Do. - -	53, do. -	99 years from 29th Sept. 1853.	15 2 6
1853, Nov. -	Do. - -	55, do. -	99 years from 29th Sept. 1853.	18 2 9
1854, Feb. 13th	Richard Headington.	59, do. -	99 years from 25th March 1853.	28 0 0
1854, June 12th	Do. - -	31, Brunswick Road -	99 years from 24th June 1854.	43 6 0
1855, June 26th	Clement Lewer -	19 and 20, Farm Road -	99 years from 24th June 1855.	10 8 0
1856, March 17th	Do. - -	56, 58, & 60, York Road, and Alpha House, Lansdowne Road.	95 years from 25th March 1856.	50 0 0
1855, Dec. 31st	Do. - -	33 & 34, Brunswick Road -	98 years from 25th Dec. 1855.	63 0 0
1854, May 24th	Do. - -	35 & 36, do. -	99 years from 24th June 1854.	51 16 0
Parol Agreement.	John Harmer -	7, Farm Road -	99 years from 24th June 1851.	9 4 0
1854, July 31st	Clement Lewer -	8, 9, 10, 11, and 12, do. -	99 years from 29th Sept. 1853.	38 5 0
1852, May 20th	John Powell -	13 and 14, do. -	99 years from 24th June 1852.	18 8 0
1856, Feb. 6th	Joseph Anscombe	18, 19, 20, 21, and 22, now 23, 24, 25, 26, and 27, Vernon Terrace.	99 years from 25th Dec. 1855.	78 15 0

THE SECOND SCHEDULE

A.D. 1879.

The SECOND SCHEDULE herein-before referred to.

Date of Agreement.	Name of Lessee.	Description of Property.	Term.	Rent.
19th Dec. 1878	Jabez Reynolds -	Twelve plots of land, six on the east, six on the west side of a road to be called Palmeira Avenue.	80 years from 25th Dec. 1878.	£ s. d. 216 0 0
24th Dec. 1878	George Edmonds	Six plots of land, four on the north side of Church Road and two on the west side of Salisbury Road.	80 years from 25th Dec. 1878.	138 10 0
28th Jan. 1879	John Stenning -	A piece of land on the east side of Lansdowne Street, having a frontage of 496 feet by a depth of 58 feet.	80 years from 25th Dec. 1878.	280 0 0

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