



CHAPTER 1.

An Act to enable the Executors and surviving Trustee of the Will of Augustus John Smith Esquire deceased to surrender existing Leases and to accept a new Lease of the Scilly Isles and to determine a Trust for Accumulation contained in the said Will and for other purposes.

A.D. 1884.

[3rd July 1884.]

WHEREAS the Scilly Isles are a group of islands lying off the south-west coast of Cornwall at a distance of from twenty-five to thirty miles from the mainland Five only of them viz. St. Mary's Tresco St. Martin's St. Agnes and Bryher are inhabited and many of the others are partially or entirely submerged at high tide The islands contain together about three thousand six hundred acres but the area suited for cultivation or available for grazing purposes does not exceed two thousand acres. The usual port of embarkation for the islands is Penzance which is distant about forty-two miles from St. Mary's the principal island.

And whereas the said islands form part of the ancient possessions of the Duchy of Cornwall From the year 1570 down to the year 1831 they were held by members of the Godolphin family under successive leases for varying periods granted by the Dukes of Cornwall or by the Sovereign The last lease expired in the year 1831 and the then lessee in whom it was vested being unable to arrange for a new lease on satisfactory terms the possession of the islands reverted to the Duchy By virtue of each lease the lessee for the time being became lord proprietor and deputy governor of the islands but none of the lessees had for a long period lived on the islands which were managed on their behalf by a resident steward or agent and when the last lease expired in 1831 many of the islanders were in a very distressed and impoverished state and much lawlessness prevailed on the islands with regard to smuggling and wrecking which were extensively practised.

And whereas shortly after the termination of the lease which expired in 1831 Augustus John Smith Esquire who had for many

A.D. 1884. years previously taken an active part in the administration of the poor laws and studied the condition and means of ameliorating the state of the labouring classes thinking that his practical knowledge and experience might be usefully applied in mitigating or removing the evils which prevailed amongst the inhabitants of Scilly proposed to the Duchy to take a lease of the islands and after considerable negotiation the terms of such a lease were agreed upon and accordingly by an indenture of lease dated the 20th day of November 1834 and made between His late Majesty King William IV. of the first part Sir George Harrison Knight the auditor of the Duchy and William Harrison Esquire the Attorney-General of the Duchy of the second part and the said Augustus John Smith therein called Augustus Smith of the third part the said islands with the harbours and other premises and the powers rights and privileges therein mentioned but with the exceptions and reservations therein contained were in consideration of the sum of twenty thousand pounds paid by the said Augustus John Smith to the Receiver-General of the said Duchy demised unto the said Augustus John Smith for the term of 99 years from the 11th day of October 1834 if the said Augustus John Smith and the two other persons therein named or any or either of them should so long live at the yearly rent of forty pounds payable half-yearly And amongst other covenants by the said Augustus John Smith in the said indenture contained he thereby covenanted within six years from the commencement of the term exclusively of the costs and charges of general and ordinary repairs to expend five thousand pounds at the least in substantial improvements in and about the premises demised or in other general improvements undertakings and plans for the benefit of the inhabitants and also during the term to pay the annual stipends therein specified to the clergyman schoolmaster and other persons therein specified and also to make the other payments therein mentioned.

And whereas shortly after the date of the said recited indenture of lease the said Augustus John Smith took up his residence on the islands as lord proprietor and in the year 1837 built on the island of Tresco a mansion now known as Tresco Abbey where he lived a large part of each year down to the time of his death in the year 1872 and during the whole of that period devoted the greater part of his time and energies to the management and improvement of the islands and the development of their resources and the education and welfare of the resident population and these became the great objects of his life.

And whereas in addition to Tresco Abbey the said Augustus John Smith erected a church and schools and constructed an ex-

A.D. 1884.
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tensive pier on the islands being aided to the extent of five thousand pounds by a contribution from the Duchy and in the interval between the date of the said recited indenture of lease and his death the said Augustus John Smith expended sums amounting to upwards of eighty thousand pounds upon improvements in the islands or upon undertakings or works having for their object the benefit of the islanders.

And whereas in addition to the outlay hereinbefore mentioned the said Augustus John Smith spent large sums in laying out and forming and bringing to a state of great perfection and beauty extensive gardens at Tresco where from the mildness of the climate many rare and curious plants usually only found in warmer countries are successfully cultivated in the open air and such gardens have formed a great source of attraction and have induced many persons in every year to resort to the islands and have thus exercised an important influence in promoting the trade and welfare of the islanders.

And whereas when the said Augustus John Smith took possession of the islands the resident inhabitants were about two thousand eight hundred in number but being [satisfied after a time that the islands could not support in comfort so large a population he succeeded in persuading many of the islanders to settle on the mainland or to emigrate to the colonies or to adopt a seafaring life and thus reduced their numbers to about two thousand two hundred and during the remainder of his life kept the population within that limit.

And whereas by his outlay and exertions and the various works undertaken for their benefit the said Augustus John Smith greatly improved the condition of the islanders and raised them to a state of considerable prosperity and comfort and succeeded in putting an entire stop to smuggling and wrecking.

And whereas in or about the year 1864 the said Augustus John Smith arranged with the Duchy for a surrender of his lease of the said islands and the grant of a new lease thereof for thirty-one years (being the longest term which could be granted under the Duchy of Cornwall Management Act 1863) and accordingly by an indenture of lease dated the 12th day of January 1865 and made between His Royal Highness Albert Edward Prince of Wales Duke of Cornwall of the one part and the said Augustus John Smith therein called Augustus Smith and thereafter referred to as the lessee of the other part the said islands together with the harbours mines tithes or rentcharges in lieu of tithes wreck of the sea and other premises rights powers and privileges therein mentioned but with the exceptions and reservations therein contained were in consideration of the surrender of the said recited indenture of lease of

A.D. 1884. — the 20th (therein stated as the 30th) day of November 1834 and for other the considerations in the said indenture in recital mentioned demised unto the lessee his executors administrators and assigns for the term of thirty-one years from the 25th day of March 1864 (subject as to parts of the said premises to certain leases thereof then subsisting) at the yearly rent of one hundred pounds payable half-yearly and upon payment by the lessee by way of royalty of a sum equal to one-eighteenth part of the moneys for which the metals and metallic ores and other substrata raised by virtue of the said indenture in recital should be sold And also upon payment at the expiration of each year of the term thereby granted of such a sum of money as should be equal to one moiety of the net proceeds which should have been received during such year in respect of the wreck thereby demised And by the said indenture in recital the lessee covenanted at his own expense during the said term thereby granted to repair and keep repaired all houses warehouses piers edifices buildings harbours canals locks sluices wharfs mills and fixtures which were or should be erected or placed upon or in the said premises thereby demised and to insure the buildings upon the same which should be in the possession of the lessee his agents or servants or tenants from year to year or at will against loss or damage by fire and also during the said term to pay to the chaplain or clergyman officiating in the said island of St. Mary the clear annual sum of one hundred and fifty pounds and to the several clergymen and parish clerks employed in and about the several churches in all the said islands the several annual stipends which had been usually theretofore paid or allowed to them by the lessee of the said islands And also to pay to the master for the time being of the school of the said island of St. Mary the annual stipend of twelve pounds and to contribute the annual sum of ten pounds towards the repairs of the mother church of St. Mary.

And whereas by another indenture of lease also dated the 12th day of January 1865 and made between His Royal Highness Albert Edward Prince of Wales Duke of Cornwall of the first part Her Majesty's Principal Secretary of State for the War Department of the second part and the said Augustus John Smith of the third part part of the said island of St. Mary's known as the Hugh with the castle and other buildings and works thereon (being part of the premises excepted out of the last-recited indenture of lease) were demised unto the said Augustus John Smith for the term of thirty-one years from the 25th day of March 1864 at the yearly rent of one shilling and subject to the lessees' covenants in the said indenture in recital contained.

And whereas the said Augustus John Smith made his will dated the 8th day of July 1865 and thereby devised his freehold and

A.D. 1884.

copyhold estate consisting of the mansion called Ashlyns Hall and the gardens pleasure grounds coach-houses stables and other appurtenances thereto belonging and the adjoining farms and lands and all other the manors messuages lands tenements and hereditaments situate in the county of Hertford or elsewhere of or to which he should at his death be seized or entitled or over which he should at his death have a general power of appointment or disposition by will (except what he otherwise disposed of by that his will or any codicil thereto) to the use of his brother Robert Algernon Smith Dorrien and his cousin Augustus Pechell their executors administrators and assigns for the term of twenty-one years from his the said testator's death without impeachment of waste upon the trusts thereafter expressed and hereinafter mentioned and subject to such term to the use of Thomas Algernon Smith Dorrien the eldest son of the said Robert Algernon Smith Dorrien for his life without impeachment of waste (except as thereafter provided) with remainder To the use of the first and every other son of the said Thomas Algernon Smith Dorrien successively according to their respective seniorities in tail male with remainder To the use of Henry Theophilus Smith Dorrien the second son of the said Robert Algernon Smith Dorrien for life without impeachment of waste (except as thereafter provided) with remainder To the use of the first and every other son of the said Henry Theophilus Smith Dorrien successively according to their respective seniorities in tail male with remainder To the use of Walter Montgomery Smith Dorrien the third son of the said Robert Algernon Smith Dorrien for his life without impeachment of waste (except as thereafter provided) with remainder To the use of the first and every other son of the said Walter Montgomery Smith Dorrien successively according to their respective seniorities in tail male with remainder To the use of each of the younger sons of the said Robert Algernon Smith Dorrien who should be born in his the said testator's lifetime for his life without impeachment of waste (except as thereafter provided) with remainder To the use of his first and every other sons successively according to their respective seniorities in tail male so that the elder of such other younger sons of the said Robert Algernon Smith Dorrien born in his the said testator's lifetime and his first and other sons successively and the heirs male of their respective bodies might be preferred and take before the younger of such other younger sons and his and their respective first and other sons and the heirs male of their respective bodies with remainder To the use of Hely Augustus Morton Smith the eldest son of the Reverend Hely Hutchinson Augustus Smith in tail male with remainder To the use of the second son of the said Hely Hutchinson Augustus Smith in tail male with remainder To the use of each of the younger

A.D. 1884. sons of the said Hely Hutchinson Augustus Smith successively according to their respective seniorities in tail male with remainder To the use of his the said testator's own right heirs for ever And the testator thereby declared that no person thereby made tenant for life of the said hereditaments and premises thereinbefore devised when he should be entitled to the possession or receipt of the rents and profits of the same hereditaments and premises should fell or cut down any timber or timber-like trees unless the same were required for the purpose of erecting or making houses edifices buildings gates stiles fences or other works in or upon the same hereditaments or for repairs enlargement or improvement of some of the houses outhouses edifices or buildings gates stiles fences or works which should be standing or being thereupon And he further declared that the said hereditaments and premises were thereinbefore limited to the said trustees for the term of twenty-one years upon trust that they and the survivor of them and the executors or administrators of such survivor should enter into the possession or receipt of the rents and profits of the same hereditaments and premises and should during the said term (except as hereinafter provided) continue in such possession or receipt and manage or superintend the management of the same premises and might cut timber and underwood from time to time in the usual course of sale or repairs or otherwise and erect pull down and repair houses and other buildings and erections and drain or otherwise improve all or any of the said premises and insure houses buildings and other property against loss or damage by fire and make allowances to and arrangements with tenants and others and accept surrenders of leases and tenancies and generally might deal with the premises as they or he might do if they or he were the absolute beneficial owners or owner thereof without being answerable for any loss or damage which might happen thereby and should during the said term by and out of the rents and profits of the said premises (including the produce of the sale of timber and underwood) pay and discharge the expenses incurred in and about such management or in the exercise of any of the powers aforesaid or otherwise in respect of the premises and all outgoing which they or he should think fit to pay and keep down any annual sum or sums of money which might for the time being be charged upon the same premises or any part thereof and the interest of any principal sum or sums of money which might be charged by way of mortgage or otherwise upon the same premises or any part thereof and should invest the residue of such rents and profits in their or his names or name in or upon any of the public stocks or funds or Government securities of the United Kingdom or upon real securities in England Wales or Ireland or in or upon the stocks bonds debentures or securities of the Bank of England or any dock canal or

railway or banking company carrying on business in Great Britain or Ireland with power to vary investments and should accumulate the income of the said stocks funds and securities in the way of compound interest by similarly investing the same and the resulting income from time to time and should at the end of such period of accumulation call in and convert the said accumulated fund original and accumulated and invest the proceeds in the purchase of freehold or copyhold estates in England or Wales and should settle the estates so to be purchased to the uses and in manner thereafter mentioned And the testator thereby devised all the copyhold and customary messuages lands tenements and hereditaments of or to which he should at his death be seized or entitled or over which he should at his death have a general power of appointment or disposition by will (except what he otherwise disposed of by that his will or any codicil thereto) unto and to the use of the said trustees and their heirs according to the custom of the manor of which the same might be respectively holden and at and under the accustomed rents fines heriots suits and services Upon such trusts and with and subject to such powers provisoes and declarations as should correspond with the uses trusts powers provisoes and declarations in that his will limited and declared of and concerning the freehold premises thereby devised as nearly as the different tenure and quality of the premises and the rules of law and equity would permit And the said testator thereby devised and bequeathed the islands of Scilly and all other the leasehold messuages lands tenements and hereditaments whether holden for any life or lives or for any term or terms of years absolute or determinable with any life or lives of or to which he should at his death be seized possessed or entitled or over which he should at his death have a general power of appointment or disposition by will (except what he otherwise disposed of by that his will or any codicil thereto) unto the said trustees their executors administrators and assigns for all such estate term or interest as he should have therein respectively at his death Upon trust that they the said trustees and the survivor of them and the executors or administrators of such survivor should by and out of the rents and profits thereof pay the rents and annual sums stipends and other sums reserved by or payable by virtue of the leases thereof respectively and perform and observe the covenants and conditions in the said leases respectively contained and on the lessees' part to be performed or observed and subject thereto should hold the same premises upon such trusts and with and subject to such powers provisoes and declarations as should correspond with the uses trusts powers provisoes and declarations by that his will limited and declared of and concerning the freehold premises thereinbefore devised as nearly

A.D. 1884. as the different tenure and quality of the premises and the rules of law and equity would permit And the said testator thereby declared that the said trustees and the survivor of them and the heirs executors or administrators respectively of such survivor should from time to time as occasion should require in the ordinary course of renewal use their and his best endeavours to obtain on the accustomed reasonable terms renewed leases or grants for lives or years of such of the said leasehold and copyhold premises as should be held by lease or grant for lives or years ordinarily renewable And should make and do all such surrenders and things as should be expedient for obtaining such renewals And that the fines and expenses of such renewals should be defrayed by and out of the premises of which such renewals were to be obtained respectively in such manner that the several persons beneficially entitled to the same under that his will should contribute to such fines and expenses in the proportions in which according to the rules of courts of equity they would be bound to contribute Provided always and the said testator thereby declared his will to be and directed that the said trustees or trustee should if practicable purchase under the provisions thereafter contained the reversion and inheritance of the islands of Scilly rather than renew the lease thereof And he thereby bequeathed all his jewels and the settings thereof pictures prints books plate linen glass china household goods and furniture which at his death should be in or about his mansion house at Tresco Abbey aforesaid or at Ashlyns Hall aforesaid or elsewhere deposited unto the said trustees upon trust to permit the said jewels and other articles included in that bequest to go devolve and remain as heirlooms together with the said estate and premises thereinbefore devised so far as the rules of law and equity would permit And after bequeathing various pecuniary and specific legacies and after bequeathing annuities amounting in the aggregate to six hundred and nine pounds per annum to the several persons therein named during their respective lives and to the said Augustus Pechell an annuity of one hundred pounds during such time as the said trust should continue in force the said testator thereby bequeathed all the money securities for money goods chattels credits and personal estate of or to which he should at his death be possessed or entitled or over which he should at his death have a general power of appointment or disposition by will (except chattels real included in the devise and bequest of leaseholds thereinbefore contained and except what else he otherwise disposed of by that his will or any codicil thereto) unto the said trustees their executors and administrators upon trust as soon as conveniently might be after his decease to call in sell and convert into money such part thereof as should not consist

of money and by and out of the moneys to arise thereby and by and out of the arrears of rent and ready money which should be owing or belonging to him at his death to pay his funeral and testamentary expenses debts and legacies and to pay or provide for the annuities thereby given and to invest all the residue of the said moneys in the names or name of the said trustees or trustee in the stocks funds or securities thereinbefore mentioned with power to vary investments and during the term of twenty-one years from his the said testator's decease by and out of the income of the said residue of the said moneys stocks funds and securities in aid of the other funds thereby provided or applicable for the purpose to pay the rent and annual sum stipends and other sums reserved by or payable under the lease of the islands of Scilly respectively and perform and observe the covenants and conditions in the same lease contained and on the lessee's part to be performed or observed and also to pay and discharge the expenses in and about the management of the Ashlyns Hall estate and the islands of Scilly estate or either of them or in the exercise of any of the powers thereinbefore given with reference to the said estates or either of them and to invest the residue of the said income in the names or name of the said trustees or trustee in or upon any of the stocks funds or securities thereinbefore mentioned with power to vary investments and upon trust to accumulate the income of the said stocks funds and securities in the way of compound interest by similarly investing the same and the resulting income from time to time and at the end of such period of accumulation to call in and convert the said accumulated fund original and accumulated and invest the same in the purchase of freehold or copyhold estates in England or Wales and to settle the estates so to be purchased to the uses and in manner thereinafter mentioned And the said testator thereby declared that notwithstanding the trusts for accumulation of rents and income thereinbefore respectively contained the trustees or trustee for the time being might if in their or his absolute discretion they or he should think fit so to do out of the rents and profits of the islands of Scilly estate after answering the rents and covenants of the said lease when existing or out of the income of his residuary estate or the stocks funds or securities in which the same or any part thereof had been invested or of any accumulated fund or funds apply any sum not exceeding in any one year the sum of seven hundred pounds for the purposes following namely:—The general management of the said estate the maintenance of the several schools then existing on the islands including the salaries of schoolmasters and schoolmistresses repairs and alterations of schoolhouses and any other charges connected therewith the augmentation or aid of curates'

A.D. 1884. stipends the repairs and maintenance of the houses and premises occupied by them and the churches in which they officiated the charitable donations such as had been hitherto distributed by him towards objects tending to the improvement of the moral and social condition of the inhabitants of the said islands and in carrying out any general and substantial improvement of any kind on the said estate but he declared that he did not thereby intend to create any trust for the purposes aforesaid but only to recommend and empower the trustees or trustee to carry out the aforesaid purposes or such of them as they or he should think fit and should be advised that they or he might lawfully carry out and subject to that discretionary power he declared his will to be that the trusts for accumulation of the rents and income of his estates should take full effect And the said testator thereby declared that the accumulation thereinbefore directed with reference to the surplus rents profits and income of his real and personal estate should not last longer than twenty-one years from his decease And he directed that the said trustees or the survivor of them or his executors or administrators should at the expiration of twenty-one years from his decease convert into money his residuary personal estate or the stocks funds or securities in or upon which the same should be invested and the stocks funds and securities arising from the investment of the surplus rents profits and income of his freehold copyhold leasehold and general or residuary personal estate under the trusts thereinbefore contained and should invest such money and also any other accumulations arising from his estate in the purchase of estates in fee simple to be situate in England Wales or Ireland But he declared his will to be that in case he or the said trustees or trustee under the provisions of that his will should not have previously acquired the reversion in fee expectant upon his term of the islands of Scilly then that the estate or one of the estates to be purchased as aforesaid should be the islands of Scilly or the reversion and inheritance thereof expectant upon his term therein if they could be purchased and the trustees or trustee should think proper to purchase the same or if they or he should not think proper to purchase the same then that the estates or hereditaments to be purchased as aforesaid should if practicable be such as were adjoining or near to the Ashlyns Hall estate And the said will contains a proviso that if before the expiration of twenty-one years from his the said testator's death the amount or value of the accumulations of the surplus income of his real and personal estates made under the trusts of that his will should reach the sum of fifty thousand pounds then the trusts for accumulation thereinbefore contained should cease and all the said funds original and accumulated and his residuary personal estate

and the stocks funds and securities in or upon which the same should be invested should be converted into money and the proceeds invested by the said trustees or trustee in the purchase of estates in the same manner as he had before directed with reference to his residuary personal estate at the expiration of twenty-one years from his decease And the said testator declared his will to be and he directed that it should be lawful for the said trustees or the survivor of them or the executors or administrators of such survivor if they or he should think proper notwithstanding the trust for accumulation of the income of his residuary estate thereinbefore directed out of his residuary estate or the stocks funds or securities in or upon which the same had been invested or any part thereof or the accumulated funds or any part thereof to pay or allow an annuity not exceeding the annual sum of five hundred pounds to the tenant for life or tenant in tail for the time being expectant on the determination of the said term of twenty-one years in case he should have taken the name Smith as his last and principal name and should desire to occupy and should be in the actual occupation as resident of Tresco Abbey Provided that such occupation or residence should in no year be less than eight months and he empowered such tenant for life or tenant in tail so to occupy Tresco Abbey aforesaid with the gardens and grounds adjoining south of the Abbey pond And the said testator further declared that notwithstanding the aforesaid trust for accumulation it should be lawful for the said trustees or trustee for the time being to apply any portion of his residuary estate or the stocks funds or securities in or upon which the same had been invested or any part thereof or the accumulated funds or any part thereof in the purchase of the reversion and inheritance of the islands of Scilly expectant on his term therein And he declared his will to be and directed that the said trustees or the survivor of them or his executors or administrators should settle and assure the estates to be purchased under the trusts or powers of that his will to such uses upon such trusts and with and subject to such powers provisoes and declarations as were therein expressed concerning his Ashlyns Hall estate thereinbefore devised or as near thereto as the nature or quality of the premises and intervening and other circumstances would then admit of And he directed that if before the expiration of twenty-one years from his decease the amount or value of the accumulations made under the trusts of that his will should have reached the sum of fifty thousand pounds the said trustees or trustee should let the person or persons for the time being entitled or who would be entitled if the term of twenty-one years thereinbefore limited to the said trustees had not been created upon their taking the name Smith as their last and principal name to the

A.D. 1884.

possession or receipt of the rents and profits of the Ashlyns Hall estate under the limitations of that his will not only into the possession of or into the receipt of the rents of that estate but into the receipt of the rents profits and income of the other real and personal estate the rents profits and income whereof and the income of the stocks funds and securities arising from moneys thereby directed to be accumulated for the residue of the said term of twenty-one years from his decease And the said testator thereby appointed the said trustees executors of his said will.

And whereas the testator made a codicil to his said will which codicil is dated the 3rd day of October 1868 and after reciting that it was impossible for anyone to do justice to the isles of Scilly but the owner in fee thereof he thereby empowered his executors to assign the remainder of his term to His Royal Highness the Prince of Wales upon the terms that a sum of twelve thousand pounds should be paid at once to his executors as a small compensation for the large outlays he had made for the material improvement of the islands and the welfare of their inhabitants And that a clear sum of three thousand pounds should be paid annually as rent for the remainder of the years granted by the lease to him from the Duchy and by the said codicil his executors were expressly forbidden making any other bargain or agreement for the assignment of the said lease except on the terms thereby specified And in case the Duchy should decline accepting such terms within six calendar months after his decease then he declared that other directions would be found in the codicil next hereinafter recited And in the event of the assignment which was to be an assignment only and not a surrender of the lease being accepted the said testator directed that the said sum of twelve thousand pounds should fall into the residue of his estate and be dealt with according to the provisions of his said will as also the three thousand pounds to be annually paid as rent the whole of the same being intended to accumulate for twenty-one years after his death And by the said codicil in recital the testator bequeathed certain annuities to the persons therein named to take effect instead of the annuities provided for them by his said will and also bequeathed certain pecuniary legacies.

And whereas the said testator made another codicil to his said will which codicil is dated the 18th day of December 1868 and thereby in case the arrangement respecting the said islands made by the said recited codicil should not be accepted by the Duchy his executors were authorised and directed to renew the said offer of an assignment of his lease to the Duchy exactly in the terms and on the same conditions as contained in such codicil except that the sum

named to be paid by the Duchy in consideration of his the said testator's large outlays should be fifteen thousand pounds instead of twelve thousand pounds and that the Duchy should be required to accept or decline the said offer within one year from the day of his death. A.D. 1884.

And whereas the said testator made another codicil to his said will which codicil is dated the 24th day of July 1871 and thereby in the event of the offers made in the said two codicils hereinbefore respectively recited not being accepted by the Duchy his executors were instructed to make the most advantage in every way of his property in the islands and to curtail in relation thereto every expense not absolutely necessary the whole proceeds to be applied in like manner as the other receipts from his estate real and personal elsewhere and to accumulate for the benefit of his intended heir And by the said codicil in recital the said testator increased certain of the annuities bequeathed by his said will and bequeathed a pecuniary legacy.

And whereas, the said testator made another codicil to his said will which codicil is dated the 19th day of April 1872 and thereby gave annuities to certain superannuated pilots therein mentioned of one of the said islands and to their widows should any survive them during their respective lives and directed that the respective houses and lands which they held of him as tenants should be secured to them at the rents they paid at the time of his death for the residue of their lives so far as the same could be secured and the term on which he held the islands would admit and that the same should be made a condition in the event of any earlier surrender of his lease as provided for by a former codicil.

And whereas the said testator made another codicil to his said will which codicil is dated the 26th day of July 1872 and after referring to the said codicils hereinbefore respectively recited and the powers therein contained by which after his death his interest in the said islands might be transferred to the Duchy he by the said codicil in recital fixed the compensation for his outlay to be repaid to his executors at the sum of twenty thousand pounds and the amount of rental for the remainder of his term till the same ceased at the annual sum of three thousand pounds to be paid to his executors in half-yearly sums.

And whereas the said testator duly made another codicil to his said will which codicil is also dated the said 26th day of July 1872 and he thereby bequeathed an annuity of four hundred pounds to his sister Frances Mary Isabella Le Marchant during her life.

And whereas the said testator made another codicil to his said will which codicil is dated the 29th day of July 1872 And he

A.D. 1884. — thereby appointed as executors of his said will his cousin Thomas Hutchinson Tristram D.C.L. William Cole Pendarves Thomas Le Marchant the said Thomas Algernon Smith Dorrien therein by mistake called Robert Algernon Smith Dorrien the younger and Edmund John Jenings therein by mistake called J. G. Jennings and bequeathed pecuniary legacies to the said Edmund John Jenings for any trouble he might incur as executor and to the said Thomas Hutchinson Tristram.

And whereas the said Augustus John Smith died on the 31st day of July 1872 without having revoked or altered his said will except so far as the same was revoked or altered by the said codicils thereto And also without having revoked or altered the said codicils except so far as the earlier of such codicils were revoked or altered by the later of them and on the 4th day of April 1873 the said will and codicils were proved in the principal registry of Her Majesty's Court of Probate by the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Le Marchant the said Edmund John Jenings having renounced probate of the said will and codicils and power being reserved for the said Thomas Algernon Smith Dorrien to prove the same which he accordingly did on the 7th day of April 1875.

And whereas in pursuance of the provisions of the said recited will the said Thomas Algernon Smith Dorrien subsequently to the decease of the said testator assumed the surname of Smith in addition to his original surname of Dorrien and is hereinafter called Thomas Algernon Smith Dorrien Smith.

And whereas the said Thomas Le Marchant died in the month of August 1873.

And whereas all the funeral and testamentary expenses and debts of the said testator were duly paid out of his personal estate not specifically bequeathed.

And whereas the Ashlyns Hall estate devised by the said recited will and to which the said Augustus John Smith was entitled at his decease consists of the said mansion house of Ashlyns Hall and divers farms and lands held and enjoyed therewith and is situate near Great Berkhamsted in the county of Hertford and contains four hundred and sixty-five acres little more or less and produces a net annual rental of eight hundred pounds or thereabouts and the said testator was not at his decease beneficially entitled to any other freehold or copyhold estate.

And whereas with the exception of the said islands of Scilly (the clear rental of which at the decease of the said Augustus John Smith after payment of the rents and other payments reserved by the last recited indentures of lease and of other outgoings necessary for the

A.D. 1884.

welfare of the islands amounted to the yearly sum of two thousand pounds or thereabouts) the only leasehold premises to which he was entitled at his decease consisted of certain premises situate at Truro and held for the residue of a term of twenty years from the 24th day of June 1869 at the rent of fifty pounds but such premises are now underlet at the rent of thirty-five pounds.

And whereas after payment of his funeral and testamentary expenses and debts there remained out of the personal estate of the said Augustus John Smith not specifically bequeathed a sum not exceeding eight thousand pounds applicable to the payment of the pecuniary legacies and annuities bequeathed by him but such legacies and the said annuities down to the last half-yearly payment thereof respectively so far as the same respectively were not satisfied out of the residuary personal estate of the said testator have from time to time in accordance with the wish of the said Robert Algernon Smith Dorrien and Thomas Algernon Smith Dorrien Smith and in pursuance of the arrangement hereinafter mentioned been paid out of the rents and income arising from the said Ashlyns Hall estate and from the said islands of Scilly.

And whereas the annuities bequeathed by the said recited will and codicils of the said Augustus John Smith amounted at the time of his decease to the yearly sum of one thousand three hundred and twenty pounds or thereabouts but in consequence of the death of some of the annuitants the amount of the said annuities has been reduced to the yearly sum of one thousand two hundred and forty-five pounds.

And whereas in pursuance of the directions in that behalf contained in the said recited will and codicils the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith offered the remainder of the term granted to the said testator by the said recited indenture of lease of the 12th day of January 1865 to the said Duchy in the manner and upon the terms mentioned in the same will and codicils but the said Duchy refused to purchase the remainder of the said term and thereupon the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith offered to purchase from the Duchy the reversion and inheritance of the said islands but such offer was declined and they then endeavoured but without success to let the said islands.

And whereas in addition to the said Thomas Algernon Smith Dorrien Smith the said Augustus John Smith left the said Henry Theophilus Smith Dorrien and Walter Montgomery Smith Dorrien and two other sons of the said Robert Algernon Smith Dorrien viz.

A.D. 1884. Arthur Hale Smith Dorrien and Horace Lockwood Smith Dorrien him surviving And the said five sons of the said Robert Algernon Smith Dorrien are still living and have respectively attained the age of twenty-one years.

And whereas the said Augustus John Smith also left the said Hely Augustus Morton Smith the only son of the said Hely Hutchinson Augustus Smith him surviving and the said Hely Hutchinson Augustus Smith and Hely Augustus Morton Smith are respectively still living and the said Hely Augustus Morton Smith has attained the age of twenty-one years and there has not been any son of the said Hely Hutchinson Augustus Smith born since the decease of the said testator.

And whereas under or by virtue of the will and codicils of Thomas Dorrien Esquire deceased dated respectively the 7th day of January 1826 the 21st day of June 1845 the 2nd day of October 1846 and the 2nd day of October 1846 and proved on the 11th day of May 1847 in the Prerogative Court of the Archbishop of Canterbury a capital messuage called Haresfoot House and divers farms lands and hereditaments situate in the parishes of Chesham Northchurch Berkhamsted Buckland and Aston Clinton in the counties of Hertford and Buckingham containing in the whole one thousand four hundred and eighteen acres or thereabouts and together forming an estate known as the Haresfoot estate became and at the date of the indenture or disentailing assurance of the 28th day July 1874 hereinafter recited stood settled after the death of Isabella daughter of the said Thomas Dorrien to the use of Mary Ann Smith Dorrien wife of the said Robert Algernon Smith Dorrien and mother of the said Thomas Algernon Smith Dorrien Smith during her life with remainder to the use of the said Thomas Algernon Smith Dorrien Smith in tail general with divers remainders over.

And whereas under or by virtue of an indenture dated the 25th day of March 1845 and made between the said Robert Algernon Smith Dorrien (then Robert Algernon Smith) of the first part the said Mary Ann Smith Dorrien (then Mary Ann Drever spinster) of the second part the said Thomas Dorrien of the third part and Sir Astley Paston Cooper Bart. Henry John Dorrien and the said Augustus John Smith and Samuel George Smith of the fourth part (being a settlement executed in contemplation of the marriage of the said Robert Algernon Smith Dorrien and Mary Ann Smith Dorrien and of which indenture the said Thomas Hutchinson Tristram Samuel George Smith and Thomas Algernon Smith Dorrien Smith are the present trustees) the said Robert Algernon Smith Dorrien became entitled in possession for his life to the income of the stocks funds shares and securities originally comprised in the same inden-

ture subject to the payment of the annual sum of four hundred pounds to the said Mary Ann Smith Dorrien during the joint lives of herself and the said Robert Algernon Smith Dorrien.

And whereas the said Thomas Dorrien by one of his said codicils of the 2nd day of October 1846 hereinbefore referred to gave the residue of his personal estate unto the trustees for the time being of the last-mentioned indenture of settlement and directed that they should stand possessed thereof when the said Thomas Algernon Smith Dorrien Smith should attain the age of twenty-one years (which event happened on the 7th day of February 1867) to pay to him and his assigns during his life out of the interest and dividends of the said residue the annual sum of one thousand pounds and subject thereto as to all the said residue in trust to pay the interest dividends and proceeds thereof to the said Mary Ann Smith Dorrien during her life and after her decease in trust for such person and persons and to and for such intents and purposes and subject to such and the same powers and provisions as were in the last-recited indenture declared of the sum of forty thousand pounds three per cent. consolidated bank annuities originally comprised therein.

And whereas for about two years after the death of the said Augustus John Smith the said Robert Algernon Smith Dorrien and Thomas Hutchinson Tristram on behalf of themselves and the other executors of the said testator retained possession of the said islands and also of the said Ashlyns Hall estate and managed the said islands and estate respectively in accordance with the trusts of the said recited will and accumulated the surplus rents and income thereof and such accumulations together with the proceeds of certain portions of the residuary personal estate of the said testator amounted in the whole to the sum of three thousand five hundred pounds and were invested in the names of the said Robert Algernon Smith Dorrien and Augustus Pechell in the purchase of the sum of three thousand five hundred pounds Great Eastern Railway four and a quarter per cent. debentures but from the experience acquired during such management the said Robert Algernon Smith Dorrien and Thomas Hutchinson Tristram became persuaded and satisfied their co-executors that without a resident lord proprietor or lord farmer on the said islands to superintend the same the property could not be judiciously or profitably managed and that the want of such a resident proprietor was very injurious to the estate of the said Augustus John Smith and prejudicial to the interest and welfare of the islanders and would defeat the objects which the said testator had principally in view.

And whereas the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram and William Cole Pendarves

A.D. 1884.

being satisfied that the general and paramount intention of the said Augustus John Smith as indicated in his said recited will and codicils and as expressed to them in his lifetime was to secure a lord proprietor or lord farmer who would make Tresco Abbey his principal residence and by the accumulation of the surplus rents and income of his estate to provide for the persons interested under the limitations of his said recited will further real estate decided after much consideration that the only mode of preventing such intention from being defeated was to place the said Thomas Algernon Smith Dorrien Smith the first tenant for life under the said recited will subject only to the said term of twenty-one years thereby created and the trusts thereof in possession of the devised estates.

And whereas the said Thomas Hutchinson Tristram on behalf of himself and his co-executors accordingly proposed to the said Thomas Algernon Smith Dorrien Smith who was then a lieutenant in Her Majesty's tenth regiment of Hussars that he should retire from the army and take up his residence at Tresco Abbey and undertake the duties of lord proprietor or lord farmer and assume the management of the devised estates and that as an equivalent the income of such estates after providing for the rents and payments reserved by the lease of the said islands and for the other outgoings and expenses payable in respect of the same estates and after keeping down the annuities bequeathed by the said testator and paying to the trustees a yearly sum of one thousand pounds in respect of the accumulations directed by the said recited will should be received and retained by the said Thomas Algernon Smith Dorrien Smith for his own benefit and to enable him to maintain his position as lord proprietor or lord farmer.

And whereas the said Thomas Algernon Smith Dorrien Smith who was much devoted to his profession hesitated to accept the said proposal but after a time consented to do so and it was then arranged with the concurrence of the said Mary Ann Smith Dorrien and of the said Henry Theophilus Smith Dorrien and Walter Montgomery Smith Dorrien who were the only younger sons of the said Robert Algernon Smith Dorrien who had attained the age of twenty-one years that upon the said Thomas Algernon Smith Dorrien Smith being let into possession of the devised estates the trustees and executors of the said recited will of the said Augustus John Smith should be indemnified in the manner hereinafter mentioned in respect of the trust for accumulation therein contained and also that the hereditaments forming the Haresfoot estate should be resettled in the manner hereinafter appearing.

And whereas in pursuance of the said arrangement by an indenture dated the 28th day of July 1874 and made between

A.D. 1884.

the said Robert Algernon Smith Dorrien and Mary Ann Smith Dorrien of the first part the said Thomas Algernon Smith Dorrien Smith of the second part and William Tucker Bloxam of the third part (and which indenture was duly acknowledged by the said Mary Ann Smith Dorrien and enrolled in Chancery as a disentailing assurance) the hereditaments forming the said Haresfoot estate were limited to such uses upon such trusts and with and subject to such powers provisoes agreements and declarations as the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith should by deed jointly appoint but so that during the life of the said Robert Algernon Smith Dorrien his concurrence in the exercise of the said power should be necessary and in default of and until such joint appointment and so far as no such joint appointment should extend to such uses as the said Thomas Algernon Smith Dorrien Smith should after the decease of the said Mary Ann Smith Dorrien and during the life of the said Robert Algernon Smith Dorrien and with his consent in writing by deed appoint and in default and until such appointment and so far as no such appointment should extend to the uses upon the trusts and with and subject to the powers provisions and declarations which under and by virtue of the said codicils of the said Thomas Dorrien or by reference thereto were subsisting or capable of taking effect immediately before the execution of the said indenture in recital other than and except a declaration in the said codicil of the 21st of June 1845 contained as to taking and continuing to bear and use the surname and arms of Dorrien and the gift over on noncompliance with such declaration so as to restore and confirm the same uses trusts powers provisions and declarations except as aforesaid.

And whereas in further pursuance of the said arrangement by an indenture dated the 6th day of April 1875 and made between the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith of the first part the said Robert Algernon Smith Dorrien of the second part and the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith of the third part the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith in exercise of the said power for that purpose given or reserved to them as aforesaid by the last-mentioned indenture and with the concurrence of the said Robert Algernon Smith Dorrien irrevocably appointed that all the hereditaments forming the said Haresfoot estate the particulars whereof were set forth in the schedule to the said indenture in recital And all other if any the hereditaments and real estate comprised in and assured by the last-recited indenture or which then by any means

A.D. 1884. were subject to the subsisting uses thereof should immediately after the execution of the said indenture in recital by them the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith remain and be to the use of the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith their executors administrators and assigns for the term of one thousand years from the date of the said indenture in recital nevertheless upon the trusts therein expressed and contained concerning the same and hereinafter recited and from and after the expiration or sooner determination of the said term of one thousand years and in the meantime subject thereto and to the trusts thereof to such uses as under or by virtue of the joint operation of the said recited codicils of the said Thomas Dorrien and the said recited indenture of the 28th day of July 1874 were then subsisting undetermined and capable of taking effect And it was by the said indenture in recital declared that the said premises were thereby limited to the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith for the said term of one thousand years upon trust that they or the survivors or survivor of them or the executors or administrators of such survivor or other the trustees or trustee for the time being of the same indenture should at any time or times as and when they or he should think fit by all or any of the means therein mentioned or by any other reasonable means raise any sum or sums not exceeding in the whole forty-six thousand five hundred pounds which they or he should think fit to raise and should hold such sum or sums when raised upon such trusts and with and subject to such powers and provisions as were or should be declared concerning the same by an indenture therein referred to as already engrossed and bearing or intended to bear even date with the said indenture in recital and being the indenture of the 6th day of April 1875 hereinafter recited.

And whereas under or by virtue of the said indenture of settlement of the 25th day of March 1845 and the said codicil of the said Thomas Dorrien of the 2nd day of October 1846 and of a deed poll of appointment under the hands and seals of the said Robert Algernon Smith Dorrien and Mary Ann Smith Dorrien dated the 6th day of April 1875 being an appointment executed by them in exercise of a power contained in the said indenture of settlement and in further pursuance of the said arrangement the said Thomas Algernon Smith Dorrien Smith became absolutely entitled expectant upon the decease of the survivor of the said Robert Algernon Smith Dorrien and Mary Ann Smith Dorrien or other sooner determination

A.D. 1884.

of their respective interests therein under the said last-mentioned indenture to the several shares hereinafter referred to.

And whereas in further pursuance of the said arrangement by an indenture also dated the 6th day of April 1875 and made between the said Thomas Algernon Smith Dorrien Smith of the first part the said Henry Theophilus Smith Dorrien of the second part the said Walter Montgomery Smith Dorrien of the third part the said Robert Algernon Smith Dorrien of the fourth part the said Robert Algernon Smith Dorrien and Augustus Pechell of the fifth part and the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith of the sixth part after reciting (amongst other things) that the particulars of the several annuities which then continued payable under the said recited will and codicils of the said Augustus John Smith other than the several annuities given as aforesaid by the said recited codicil of the 19th day of April 1872 were set forth in the second schedule to the said indenture in recital and after also reciting that the trust funds then subject to the trusts of the said indenture of settlement of the 25th day of March 1845 consisted of the sums of sixty-one thousand seven hundred and twenty-six pounds fourteen shillings and ninepence consolidated three pounds per cent. annuities and three thousand and forty-eight pounds one shilling and elevenpence new three pounds per cent. annuities and of the principal sum of six thousand pounds charged with interest thereon on the said Haresfoot estate and of one hundred shares of one hundred pounds each in the Sun Fire Office and one hundred and ten shares of one hundred pounds each in the Sun Life Assurance Society and one thousand six hundred shares of five pounds each in the Rock Life Assurance Company which said several annuities and shares were respectively standing in the names of the said Thomas Hutchinson Tristram Samuel George Smith and Thomas Algernon Smith Dorrien Smith as trustees of the same indenture of settlement And after further reciting that for effectuating the said arrangement the said Great Eastern Railway debentures for the said sum of three thousand five hundred pounds had been transferred into and were then standing in the names of the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith it is by the said indenture in recital witnessed that for further effectuating the said arrangement the said Robert Algernon Smith Dorrien as to the annual sum firstly therein described or referred to and the said Thomas Algernon Smith Dorrien Smith as to the shares secondly therein-after described or referred to thereby respectively assigned unto the said Robert Algernon Smith Dorrien Augustus Pechell Thomas

A.D. 1884.

Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith their executors administrators and assigns First the annual sum of one thousand pounds part of and to be paid out of the income which thenceforth during the life of the said Robert Algernon Smith Dorrien should become payable in respect of the said trust funds then subject to the trusts of the said indenture of settlement of the 25th day of March 1845 or in respect of the trust moneys stocks funds shares and securities for the time being subject to the trusts of the same indenture and to which the said Robert Algernon Smith Dorrien was subject as hereinbefore mentioned entitled during his life as aforesaid And secondly all the said several shares in the Sun Fire Office the Sun Life Assurance Society and the Rock Life Assurance Company respectively to which the said Thomas Algernon Smith Dorrien Smith was entitled under or by virtue of the last-mentioned indenture the said codicil of the said Thomas Dorrien of the 2nd day of October 1846 and the said deed poll of even date with the said indenture in recital or one of them expectant upon the decease of the survivor of the said Robert Algernon Smith Dorrien and Mary Ann Smith Dorrien or other sooner determination of their respective interests therein And all the interest and income to accrue due or become payable upon or in respect of the same shares respectively And also all other if any the shares rights and interests whatsoever to which the said Thomas Algernon Smith Dorrien Smith was or might become entitled expectant as aforesaid either under any appointment or in default of appointment of and in the moneys stocks funds and securities for the time being subject to the trusts of the said settlement to hold the said premises thereinbefore assigned unto the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith their executors administrators and assigns upon the trusts thereafter expressed and hereinafter recited And by the said indenture in recital it was agreed and declared First that the said Thomas Algernon Smith Dorrien Smith should forthwith be let into possession and the receipt of the rents and profits of the real and leasehold estates devised by the said recited will of the said Augustus John Smith and should have the personal occupation of such part of the said leasehold estates as he should think fit and should also have the personal use and enjoyment of the chattels by the same will made heirlooms And secondly that the said Thomas Algernon Smith Dorrien Smith should thenceforth be the acting executor of the said will and codicils of the said Augustus John Smith and should be the receiver and manager of the said real and leasehold estates so devised as aforesaid on behalf of the trustees or

trustee for the time being of the said will during the period of twenty-one years from the death of the said Augustus John Smith or until the sum of fifty thousand pounds should have been accumulated as thereafter mentioned And thirdly that the said Thomas Algernon Smith Dorrien Smith should perform and observe all and every the covenants and conditions contained in the lease or leases to the said Augustus John Smith of the said islands of Scilly and on the lessee's part to be performed or observed and should pay the rents and annual sums stipends and other sums and sum reserved by or payable by virtue of the said lease or leases respectively and should pay all charges and outgoings which then were or might from time to time be chargeable or payable in respect of the said real estates respectively or any part thereof respectively and should at all times well and sufficiently maintain amend and keep in good and sufficient order and repair all the premises to which he should be let into possession as aforesaid and the appurtenances thereof and particularly Tresco Abbey aforesaid with its gardens pleasure grounds and appurtenances and should keep or cause to be kept all buildings adequately insured against loss or damage by fire and generally should observe and perform all the conditions and obligations imposed by the same will upon the trustees or the tenant for life for the time being of the said estates except as to the accumulation of the whole of the surplus rents and profits thereof And fourthly that the said Thomas Algernon Smith Dorrien Smith should also properly preserve the heirlooms of which he was to have the use and enjoyment as aforesaid and insure and keep insured the same against loss or damage by fire and should observe and perform all the conditions and obligations imposed by the same will upon the tenant for life for the time being of the said heirlooms And fifthly that the said Thomas Algernon Smith Dorrien Smith should pay and discharge the several annuities the particulars whereof were set forth in the said second schedule to the said indenture in recital as aforesaid and also all annuities and payments payable under the said recited codicil of the 19th day of April 1872 And sixthly that the said Thomas Algernon Smith Dorrien Smith should pay to the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith or the survivors or survivor of them or the executors or administrators of such survivor or other the trustees or trustee for the time being of the said indenture in recital (thereinafter called the said trustees or trustee thereof) the annual sum of one thousand pounds by equal half-yearly payments on the 6th day of April and the 6th day of October in every year free from all deductions the first half-yearly

A.D. 1884.

payment thereof to be made on the 6th day of October then next and the same annual sum to continue payable as aforesaid until the sum of fifty thousand pounds shall have been accumulated in the manner mentioned in the clause next hereinafter contained And seventhly that the said trustees or trustee thereof should (after deducting and retaining or paying such costs and expenses as thereinafter in that behalf mentioned and after paying the legacies then remaining unpaid as and when they should become payable) from time to time invest all and every the sums and sum which should be paid to them or him by the said Thomas Algernon Smith Dorrien Smith under or by virtue of the said indenture in recital in or upon any stocks funds or securities authorised by the said recited will of the said Augustus John Smith for the purpose of investment or for the time being authorised by law for the investment of trust moneys with power to vary investments including the said debentures for the sum of three thousand five hundred pounds so already transferred as aforesaid And should from time to time receive the income of such stocks funds and securities and should invest the same in or upon any stocks funds or securities of the like nature with power to vary investments And should from time to time repeat such investments so that the said income and all the resulting income and produce thereof might accumulate in the way of compound interest And eighthly that the said trustees or trustee thereof (with the said consent in writing of the trustees or trustee for the time being of the said will of the said Augustus John Smith) might from time to time if they or he should think fit in any year of unusual expense to the said Thomas Algernon Smith Dorrien Smith or under other special circumstances allow him to pay such part or parts only of the said sum of one thousand pounds as the said trustees or trustee thereof should think fit And ninthly that the said trustees or trustee thereof or the majority of the trustees for the time being of the said indenture in recital (with the consent in writing of the trustees or trustee for the time being of the said will of the said Augustus John Smith) might from time to time permit the said Thomas Algernon Smith Dorrien Smith to cut timber and underwood in the usual course of sale or repairs or otherwise And tenthly that after making the several payments thereinbefore mentioned or referred to and which were to be made by the said Thomas Algernon Smith Dorrien Smith as aforesaid he should be allowed to retain the rents and profits of the said real and leasehold estates and any moneys which might have arisen from the sale of timber and underwood for his own use And eleventhly after provisions for accounts being kept by the said Thomas Algernon Smith Dorrien Smith of the income received and payments

made by him And twelfthly for the auditing of such accounts And thirteenthly for enabling the trustees or trustee of the said indenture in recital to enter upon the said estates and inspect the condition thereof And fourteenthly providing for the expenses of the trust it was fifteenthly further agreed and declared that if the whole of the said sum of fifty thousand pounds should not have been accumulated at the expiration of the said term of twenty-one years from the death of the said Augustus John Smith the said Thomas Algernon Smith Dorrien Smith should thereupon pay to the said trustees or trustee thereof such a sum as with the sum actually accumulated should make up the full sum of fifty thousand pounds and that the sum so to be paid as last aforesaid with interest thereon at the rate of four pounds per cent. per annum computed from the expiration of the said term of twenty-one years should be and remain chargeable and charged upon all the estate and interest of the said Thomas Algernon Smith Dorrien Smith under the said will and codicils of the said Augustus John Smith And sixteenthly that if the said Thomas Algernon Smith Dorrien Smith should fail to observe or perform any of the conditions covenants or provisions in the said indenture in recital contained and on his part respectively to be observed and performed the said trustees or trustee thereof or the majority of the trustees for the time being of the same indenture or the trustees or trustee for the time being of the said will of the said Augustus John Smith or any persons or person on their or his behalf respectively might enter upon and take possession of the said estates or any part thereof respectively And seventeenthly it was agreed and declared that if the said Thomas Algernon Smith Dorrien Smith should die during the said term of twenty-one years without leaving issue male and the said Henry Theophilus Smith Dorrien should be then living or if the said Thomas Algernon Smith Dorrien Smith and Henry Theophilus Smith Dorrien should both die during the said term of twenty-one years without leaving issue male and the said Walter Montgomery Smith Dorrien should be living at the death of the survivor of them the said Thomas Algernon Smith Dorrien Smith and Henry Theophilus Smith Dorrien then and in that case the said Henry Theophilus Smith Dorrien or the said Walter Montgomery Smith Dorrien as the case might be should enter into possession and the receipt of the rents and profits of the said estates during the then residue of the said term of twenty-one years and should assume the name of "Smith" in accordance with the provisions in that behalf contained in the said recited will of the said Augustus John Smith and should enter into such possession and receipt upon and subject to the conditions

A.D. 1884.

and provisions of the said indenture in recital And it was by the said indenture in recital further agreed and declared that the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith and the survivors and survivor of them and the executors or administrators of such survivor should stand possessed of all such sum and sums not exceeding the sum of forty-six thousand five hundred pounds which might be raised under the trusts of the said term of one thousand years created in the said Haresfoot estate by the said recited indenture of the 6th day of April 1875 and also of the said annual sum of one thousand pounds and shares and premises thereinbefore assigned Upon trust and to the intent that the same sum and shares respectively might be an indemnity to the said trustees or trustee thereof and to the trustees or trustee for the time being of the said will and codicils of the said Augustus John Smith and their respective executors and administrators against all claims and demands whatsoever in respect of or in relation to the said indenture in recital or the arrangement intended to be thereby made respectively by reason of any difference or deficiency between the sum which should have been actually accumulated in pursuance of the same indenture and the full sum of fifty thousand pounds or otherwise in respect of or in relation to the premises and so that the said trustees or trustee thereof should from time to time and when and if the purposes of that indemnity should in the opinion of the majority of the trustees for the time being of the said indenture in recital or of the trustees or trustee for the time being of the said will and codicils of the said Augustus John Smith or their respective executors or administrators render such steps necessary by mortgage sale or other disposition of the said annual sum of one thousand pounds and shares and premises thereinbefore assigned as aforesaid or any part thereof respectively or by receiving the same annual sum or any part thereof raise such sums of money as they or he should respectively from time to time think necessary and should apply the moneys so raised as last aforesaid and also such sum or sums not exceeding the sum of forty-six thousand five hundred pounds as might be raised under the trusts of the said term of one thousand years for the purpose of giving effect to the indemnity intended to be created by the said indenture in recital in such manner in all respects as they or he respectively should think fit and should hold the surplus if any of the moneys so raised and received respectively as aforesaid in trust for the persons equitably entitled thereto respectively according to their respective rights and interests And the said indenture in recital contains a proviso and declaration that as between the said

sum of forty-six thousand five hundred pounds and the said annual sum of one thousand pounds and shares and premises thereinbefore assigned as aforesaid the said sum of forty-six thousand five hundred pounds should be the primary fund for the purposes of the indemnity intended to be thereby created. A.D. 1884.

And whereas in further pursuance of the said arrangements by an indenture dated the 7th day of April 1875 and made between the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith of the first part the said Robert Algernon Smith Dorrien of the second part and the said Thomas Hutchinson Tristram and Henry Theophilus Smith Dorrien of the third part the said hereditaments forming the Haresfoot estate the particulars whereof were set forth in the schedule thereto and all other the hereditaments if any limited by the said recited indenture of the 28th day of July 1874 were irrevocably appointed by the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith in exercise of the power for that purpose given or reserved to them by the same indenture and with the concurrence of the said Robert Algernon Smith Dorrien (but subject to the said term of one thousand years limited to the said Robert Algernon Smith Dorrien Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith as aforesaid and to the trusts thereof) To the use of the said Mary Ann Smith Dorrien for her life with remainder To the use of the said Robert Algernon Smith Dorrien for his life with remainder To the use of the said Thomas Algernon Smith Dorrien Smith for his life without impeachment of waste with remainder To the use of the first and every other son of the said Thomas Algernon Smith Dorrien Smith successively in remainder one after another according to their respective seniorities in tail male with remainder To the use of the said Henry Theophilus Smith Dorrien for his life without impeachment of waste with remainder To the use of the first and every other son of the said Henry Theophilus Smith Dorrien successively in remainder one after another according to their respective seniorities in tail male with remainder To the use of the said Walter Montgomery Smith Dorrien for his life without impeachment of waste with remainder To the use of the first and every other son of the said Walter Montgomery Smith Dorrien successively in remainder one after another according to their respective seniorities in tail male with remainder To the use of the said Arthur Hale Smith Dorrien for his life without impeachment of waste with remainder To the use of the first and every other son of the said Arthur Hale Smith Dorrien successively in remainder one after another according to their respective seniorities in tail male with remainder To the use of the

A.D. 1884. said Horace Lockwood Smith Dorrien for his life without impeachment of waste with remainder To the use of the first and every other son of the said Horace Lockwood Smith Dorrien successively in remainder one after another according to their respective seniorities in tail male with remainder To the use of the said Thomas Algernon Smith Dorrien Smith his heirs and assigns for ever.

And whereas by an indenture also dated the 7th day of April 1875 and made between the said Thomas Algernon Smith Dorrien Smith of the first part Edith Anna Maria Tower spinster of the second part and the said Henry Theophilus Smith Dorrien and Walter Montgomery Smith Dorrien of the third part being a settlement executed in contemplation of the marriage then intended and afterwards solemnised between the said Thomas Algernon Smith Dorrien Smith and Edith Anna Maria Tower (now Edith Anna Maria Smith Dorrien Smith his wife) the said Thomas Algernon Smith Dorrien Smith assigned the said several shares in the Sun Fire Office the Sun Life Assurance Society and the Rock Life Assurance Company respectively to which he was entitled in expectancy as aforesaid unto the said Henry Theophilus Smith Dorrien and Walter Montgomery Smith Dorrien their executors administrators and assigns subject to the said recited indenture or deed of arrangement of the 6th day of April 1875 and the indemnity thereby created upon trust (after the solemnisation of the said then intended marriage) after the same shares should have fallen into possession and when and if required by the said Thomas Algernon Smith Dorrien Smith in writing so to do but subject as aforesaid by sale of a competent part of the said premises to raise the sum of ten thousand pounds and pay the same to the said Thomas Algernon Smith Dorrien Smith his executors administrators or assigns or as he or they should direct for his and their own use and subject thereto to stand possessed of the same shares upon the trusts in the said indenture in recital expressed.

And whereas in the year 1875 immediately after the arrangement so made as aforesaid the said Thomas Algernon Smith Dorrien Smith took up his residence and formed an establishment at Tresco Abbey aforesaid and has ever since lived there with his wife the said Edith Anna Maria Smith Dorrien Smith having had no other residence and has devoted his whole time and energies to the management and improvement of the said islands the mansion and grounds on the Ashlyns Hall estate having been let.

And whereas the said Thomas Algernon Smith Dorrien Smith has issue by his wife the said Edith Anna Maria Smith Dorrien Smith in addition to four daughters two sons only viz.: Arthur Algernon Smith Dorrien Smith his eldest son who was born on the

28th day of January 1876 and Edward Pendarves Smith Dorrien Smith his only younger son who was born on the 26th day of February 1879 And whereas the said Henry Theophilus Smith Dorrien Walter Montgomery Smith Dorrien Arthur Hale Smith Dorrien and Horace Lockwood Smith Dorrien are respectively bachelors. A.D. 1884.

And whereas from the time of taking possession of the said islands the said Thomas Algernon Smith Dorrien Smith spent large sums of money in improvements on the said islands or works undertaken by him for the benefit of the inhabitants and particularly in keeping up the said gardens at Tresco aforesaid and in reclaiming lands and with some assistance from his relatives in building a new church at Tresco at a cost of about two thousand six hundred pounds.

And whereas the said Robert Algernon Smith Dorrien died on the 8th day of October 1879 and the said Augustus Pechell thereupon became the sole trustee of the said recited will and codicils of the said Augustus John Smith.

And whereas in consequence of the large expenditure incurred in improvements and works undertaken and executed by him as aforesaid and of the comparatively small income derived from the devised estates of the said Augustus John Smith the said Thomas Algernon Smith Dorrien Smith found it impracticable to keep up the half-yearly payments of the annual sum of one thousand pounds agreed to be paid by the said recited indenture or deed of arrangement of the 6th day of April 1875 and consequently such payments fell into arrear and the trustees of the same indenture did not fully carry out the trusts or provisions for accumulation in the same indenture contained and the only accumulations which had been made at the date of the next indenture hereinafter recited consisted of the sum of seven hundred pounds Caledonian Railway four per cent. debenture stock and the sum of six hundred and sixty-nine pounds five shillings and sixpence cash.

And whereas at the request of the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith the said Augustus Pechell Thomas Hutchinson Tristram and William Cole Pendarves previously to the execution of the indenture next hereinafter recited sold the said three thousand five hundred pounds debentures of the Great Eastern Railway Company for the sum of three thousand five hundred and twenty-five pounds seven shillings and the said seven hundred pounds Caledonian Railway debenture stock for the sum of seven hundred and thirty-one pounds six shillings and sixpence and paid the said sums of three thousand five hundred and twenty-five pounds seven shillings and seven hundred and thirty-one pounds six shillings and sixpence and also the said sum of six hundred

A.D. 1884.

and sixty-nine pounds five shillings and sixpence cash making together the sum of four thousand nine hundred and twenty-five pounds nineteen shillings to the said Thomas Algernon Smith Dorrien Smith.

And whereas by an indenture dated the 7th day of August 1880 and made between the said Thomas Algernon Smith Dorrien Smith of the first part the said Mary Ann Smith Dorrien of the second part and the said Augustus Pechell Thomas Hutchinson Tristram and William Cole Pendarves of the third part after reciting amongst other things that for the purposes of the said indenture in recital it had been agreed that the sum of two thousand six hundred and sixteen pounds thirteen shillings and eightpence cash should be taken to be the amount of the accumulations which under the trusts or provisions of the said recited indenture or deed of arrangement of the 6th day of April 1875 ought to have been made on the 6th day of April 1878 if the aforesaid half-yearly payments had been punctually made and the same trusts and provisions had been fully carried out and that the said sum of two thousand six hundred and sixteen pounds thirteen shillings and eightpence being added to the sum of three thousand five hundred and twenty-five pounds seven shillings the proceeds of the sale of the said sum of three thousand five hundred pounds debentures of the Great Eastern Railway Company made together the sum of six thousand one hundred and forty-two pounds and eightpence and after also reciting that the trustees of the said recited indenture or deed of arrangement of the 6th day of April 1875 had agreed to forego the payment as from the 6th day of April 1878 for the period of five years of the said annual sum of one thousand pounds payable by the said Thomas Algernon Smith Dorrien Smith as aforesaid upon the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith entering into such covenants and creating such charges as were thereafter respectively contained It is witnessed that in consideration of the several payments by the said trustees to the said Thomas Algernon Smith Dorrien Smith as aforesaid the said Thomas Algernon Smith Dorrien Smith covenanted with the said Augustus Pechell Thomas Hutchinson Tristram and William Cole Pendarves and every of them and with the trustees and trustee for the time being of the said recited indenture or deed of arrangement of the 6th day of April 1875 that the sum of eight thousand pounds part of the said sum of ten thousand pounds by the said indenture of settlement of the 7th day of April 1875 secondly hereinbefore recited directed to be raised and paid to the said Thomas Algernon Smith Dorrien Smith his executors administrators or assigns should thenceforth be chargeable and charged with the payment to

the trustees or trustee for the time being of the said recited indenture or deed of arrangement of the 6th day of April 1875 of the said sum of six thousand one hundred and forty-two pounds and eightpence with interest thereon as from the 6th day of April 1878 at the rate of four per cent. per annum by equal half-yearly payments and that upon every 6th day of April and 6th day of October respectively commencing with the 6th day of October 1878 the interest which should then have accrued including what should accrue by virtue of the provision in recital should be capitalised and added to the amount of principal and should thenceforth carry interest at the like rate of four per cent. per annum so that by the addition and capitalisation of interest as aforesaid the total principal moneys secured by the said indenture in recital might be augmented upon the footing of an accumulation at compound interest at the rate of four per cent. per annum computed from the said 6th day of April 1878 with half-yearly rests And by the same indenture the said Thomas Algernon Smith Dorrien Smith required the trustees or trustee for the time being of the said indenture of settlement of the 7th day of April 1875 secondly hereinbefore mentioned to raise the same and charged the same accordingly And further covenanted that he the said Thomas Algernon Smith Dorrien Smith his executors or administrators would at any time thereafter whilst the principal moneys intended to be charged as aforesaid by the said indenture in recital or any part thereof should remain unpaid upon the request of the trustees or trustee for the time being of the said recited indenture or deed of arrangement of the 6th day of April 1875 effectually assure the said sum of eight thousand pounds part of the said sum of ten thousand pounds so to be raised as aforesaid unto the said trustees or trustee for the time being (other than the said Thomas Algernon Smith Dorrien Smith) by way of mortgage for securing the payment to them or him of the same principal moneys or such part thereof as should for the time being remain unpaid with compound interest for the same after the rate and in manner aforesaid And moreover that the said Thomas Algernon Smith Dorrien Smith his executors or administrators would duly and punctually pay all such costs and expenses and legacies respectively as by the said recited indenture or deed of arrangement of the 6th day of April 1875 the said trustees or trustee thereof were authorised or directed to deduct retain and pay respectively and as should become due or payable during the continuance of the arrangement intended to be made by the said indenture in recital And by the same indenture in consideration of the trustees of the said recited indenture or deed of arrangement of the 6th day of April 1875 undertaking to forego the payment as from the 6th day of April 1878 for the period of five

A.D. 1884.

years of the said annual sum of one thousand pounds payable by the said Thomas Algernon Smith Dorrien Smith as aforesaid the said Mary Ann Smith Dorrien covenanted with the said Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith and every of them and with the trustees or trustee for the time of the said recited indenture or deed of arrangement of the 6th day of April 1875 that the rents and profits of the said Haresfoot estate and particularly the moneys to arise from the sale of timber to be from time to time cut down upon the same estate during her life should thenceforth be chargeable and charged with the payment to the trustees or trustee for the time being of the same indenture or deed of arrangement of the several sums the payment whereof had been or should be so foregone as aforesaid with interest thereon respectively as from the respective times on which the same respectively ought to have been paid at the rate of four pounds per cent. per annum by equal half-yearly payments and that upon every half-yearly day of payment of interest the interest which should then have accrued (including what should accrue by virtue of the said provision in recital) should be capitalised and added to the amount of principal and should thenceforth carry interest at the like rate of four pounds per cent. per annum so that by the addition and capitalisation of interest as aforesaid the total principal moneys thereby secured might be augmented upon the footing of an accumulation at compound interest at the rate of four pounds per cent. per annum from the respective times aforesaid with half-yearly rests and the said Mary Ann Smith Dorrien by the said indenture in recital charged the same accordingly And further covenanted that she her executors or administrators would at any time hereafter whilst any part of the said several sums the payment whereof should for the being time have been foregone as aforesaid or any interest thereon should remain unpaid upon the request of the trustees or trustee for the time being of the said indenture or deed of arrangement of the 6th day of April 1875 assure the said Haresfoot estate for her life estate or interest therein unto the said trustees or trustee for the time being by way of mortgage for securing the payment to them or him of the sum or sums the payment whereof should have been foregone as aforesaid or such part thereof respectively as should for the time being remain unpaid and also of the sum or sums the payment whereof should afterwards be so foregone with compound interest for the same respectively after the rate and in manner aforesaid And by the said indenture in recital the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith jointly and severally covenanted with the said Augustus Pechell Thomas Hutchinson Tristram and William Cole

Pendarves and every of them at all times thereafter to save harmless and keep indemnified the said Augustus Pechell Thomas Hutchinson Tristram and William Cole Pendarves and every of them from and against all claims and demands and liability whatsoever by reason or on account of the said sales and the payment so made to the said Thomas Algernon Smith Dorrien Smith as aforesaid or of the payment of any such sum or sums as aforesaid having been so foregone as aforesaid or by reason or on account of any matter or thing made or done or omitted to be made or done in or about the execution or administration of the trusts or provisions of the said indenture or deed of arrangement of the 6th day of April 1875 or on account of or in relation to the said indenture in recital or the arrangement intended to be thereby made.

And whereas the period of five years during which the said Augustus Pechell Thomas Hutchinson Tristram and William Cole Pendarves agreed to forego the payment of the said annual sum of one thousand pounds payable by the said Thomas Algernon Smith Dorrien Smith under the said recited indenture or deed of arrangement of the 6th day of April 1875 expired on the 6th day of April 1883 but for the purpose of enabling the said Thomas Algernon Smith Dorrien Smith to maintain his position in the said islands and to prevent the depreciation of the estate of the said Augustus John Smith the said Augustus Pechell Thomas Hutchinson Tristram and William Cole Pendarves have since the 6th day of April 1883 permitted the said Thomas Algernon Smith Dorrien Smith to receive and retain the whole income of such estate and have forborne to require payment of any part of the sum amounting at that date to twelve thousand nine hundred pounds or thereabouts secured by and payable under the said recited indenture of the 7th day of August 1880.

And whereas at the time the aforesaid arrangement of 1875 was made the trustees and surviving executors of the said recited will and codicils of the said Augustus John Smith contemplated that the prosperity of the Scilly Islands would increase and that consequently an additional income would be derived from them but their expectations have not been realised.

And whereas during the life of the said Augustus John Smith the principal sources of income of the islands were shipbuilding and the cultivation of early potatoes Shipbuilding was carried on on the islands to a considerable extent and a fleet consisting of about forty vessels was owned by the islanders But in consequence of the introduction of iron and steam vessels shipbuilding at Scilly could no longer be carried on to advantage and decayed and gradually died out and the shipowners finding their ships un-

A.D. 1884. remunerative sold them and invested the greater part of the proceeds in foreign securities and as these afterwards proved valueless the capital was lost and the islanders were thus much impoverished and owing to unfavourable seasons and foreign competition the value of the crops of early potatoes grown on the islands has of late years greatly diminished.

And whereas by the experience gained from his residence at Tresco the said Thomas Algernon Smith Dorrien Smith became satisfied that unless by an expenditure of capital and by his personal exertions he could introduce fresh sources of employment into the islands much poverty and distress would prevail amongst the inhabitants and that the islands would become almost valueless and he therefore determined to endeavour to make the islands a port of call and a ship-reporting station and has to some extent succeeded in such attempt having after a large expenditure and several years' negotiations induced the Government to establish and maintain a postal telegraph between Penzance and the islands.

And whereas by the influence and exertions of the said Thomas Algernon Smith Dorrien Smith a more regular and efficient line of steamers between the Scilly Islands and the mainland has also been established And during the year 1883 finding that the Scilly pilots contemplated abandoning their calling the said Thomas Algernon Smith Dorrien Smith by means of a considerable outlay on his part placed the pilot system on a satisfactory footing and induced the pilots to continue their occupation.

And whereas since he was let into possession of the estates subject to the limitations of the said recited will of the said Augustus John Smith the average annual income derived by the said Thomas Algernon Smith Dorrien Smith therefrom after payment of the said annuities bequeathed by the said Augustus John Smith as aforesaid has not exceeded the sum of fifteen hundred pounds and such income has proved insufficient to enable him to maintain his position as lord proprietor or lord farmer and to carry out and execute the various works and improvements which have been found necessary in the interest of the islanders and for the benefit of the estate and after providing for the necessary expenses of his establishment at Tresco the whole of the said income has been expended on the devised estates and the said Thomas Algernon Smith Dorrien Smith has in addition spent in maintaining his position as lord proprietor or lord farmer the sum of eleven thousand pounds appointed to him out of Dorrien settled trust funds.

And whereas the said Augustus Pechell Thomas Hutchinson Tristram and William Cole Pendarves are satisfied that by his care

and energy and by the large expenditure he has made the said Thomas Algernon Smith Dorrien Smith has greatly improved the estate of the said Augustus John Smith and averted the poverty and distress which would otherwise have fallen on the Scilly Islands.

And whereas as the said Augustus Pechell Thomas Hutchinson Tristram and William Cole Pendarves are fully persuaded it is impossible for the said Thomas Algernon Smith Dorrien Smith to maintain his position as lord proprietor or lord farmer of the said islands under the arrangement of 1875 if the payment of the annual sum of one thousand pounds payable by him under that arrangement and of the arrears now due in respect thereof is to be enforced But unless relieved from the liability the trustees of the said recited indenture or deed of arrangement of the 6th day of April 1875 have no alternative but to require the said Thomas Algernon Smith Dorrien Smith to pay the said annual sum of one thousand pounds and the arrears which have become due since the 6th day of April 1883.

And whereas if called upon to pay the said annual sum of one thousand pounds and the said arrears the said Thomas Algernon Smith Dorrien Smith will be compelled to give up his residence at Tresco and his management of the islands and as there is no prospect of letting them the abandonment of the islands as a place of residence for the lord proprietor or lord farmer will become inevitable.

And whereas such abandonment would result in the entire sacrifice of the large outlay made as aforesaid by the said Augustus John Smith and the said Thomas Algernon Smith Dorrien Smith respectively and of the various improvements effected by them respectively and would defeat one of the main objects of the said Augustus John Smith and the plans he had formed for the benefit of the said islands and the welfare of the inhabitants.

And whereas an offer on the part of the Duchy has lately after a long negotiation been made upon the surrender of the said two several indentures of lease of the 12th day of January 1865 hereinbefore respectively recited (the terms created by which will expire on the 25th day of March 1895) to grant a new lease of the said islands of Scilly for the term of thirty-one years from the 25th day of March 1883 at an annual rent of seven hundred and forty pounds and the payment of certain stipends.

And whereas it is the desire of the said Thomas Algernon Smith Dorrien Smith to continue lord proprietor or lord farmer of the said islands and that they should be secured to the estate of the said Augustus John Smith for an extended term and it is to the interest of the islanders and also (having regard to the

A.D. 1884.

large expenditure already incurred) of the several persons interested under the said recited will of the said Augustus John Smith that such extended term should be acquired and the said Augustus Pechell Thomas Hutchinson Tristram and William Cole Pendarves having fully considered the said offer are of opinion that it should be accepted having regard to the wishes of the said Augustus John Smith for the welfare of the islanders as expressed in his said will and codicils and communicated to them in his lifetime but inasmuch as the power to renew leases contained in the said recited will of the said Augustus John Smith is confined to leases ordinarily renewable and of which renewals can be obtained on the accustomed reasonable terms and as the said islands are not leaseholds ordinarily renewable it is apprehended that there is no power contained in the said will to surrender the before-mentioned leases and accept a new lease.

And whereas it will be advantageous to the said Thomas Algernon Smith Dorrien Smith and the several other persons interested under the said recited will of the said Augustus John Smith and also to the inhabitants of the islands that the said Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith as the surviving executors of the said Augustus John Smith should be authorised to accept the offer made by the said Duchy and to surrender the existing leases of the said islands and accept a new lease thereof.

And whereas in order to prevent the loss or injury which would be occasioned by an abandonment of the said islands as a place of residence and to enable the said Thomas Algernon Smith Dorrien Smith to continue to reside in and manage the same and to procure a sufficient income for that purpose it is desirable that the trusts for accumulation contained in the said recited will of the said Augustus John Smith should be put an end to and that the said Thomas Algernon Smith Dorrien Smith should be let into possession of the devised estates including leaseholds as tenant for life thereof in the same manner as if the said trusts had been satisfied.

And whereas the existence of the said term of twenty-one years limited by the said recited will of the said Augustus John Smith prevents the exercise by the said Thomas Algernon Smith Dorrien Smith of the powers conferred upon tenants for life by the Settled Land Act 1882 and much inconvenience arises from his inability to exercise such powers which would be removed by the determination of the said term.

And whereas the said Haresfoot estate which adjoins the said Ashlyns Hall estate inclusive of the timber thereon has recently been valued by an experienced surveyor at the sum of one hundred and one thousand seven hundred and fifty-seven pounds.

A.D. 1884.

And whereas by the said recited indenture of resettlement of the 7th day of April 1875 the said Haresfoot estate has in effect been added to the estates devised by the said recited will of the said Augustus John Smith the limitations of such resettlement and will to the said Thomas Algernon Smith Dorrien Smith and his issue male and to his said brothers respectively and their respective issue male being the same and by such resettlement the intention expressed by the said Augustus John Smith in his said recited will that the estates subject to the limitations thereof should be increased by the investment in land of the fund of fifty thousand pounds thereby directed to be accumulated has been much more than satisfied.

And whereas if the said Haresfoot estate had not been disentailed and resettled as aforesaid the said Thomas Algernon Smith Dorrien Smith would subject to the life estate of his mother the said Mary Ann Smith Dorrien have been practically the absolute owner thereof and having by the said resettlement given full effect to the intention of the said Augustus John Smith to add to the devised estate lands of the value of fifty thousand pounds it is just and reasonable that the said Thomas Algernon Smith Dorrien Smith should be released from the trusts for accumulation created by the said recited will of the said Augustus John Smith and should be let into the possession of the estates subject to the limitations of the same will.

And whereas when the said Thomas Algernon Smith Dorrien Smith consented to concur in the said arrangement made in 1875 he understood and fully intended that the trustees and executors of the said recited will of the said Augustus John Smith would be fully indemnified against all liability in consequence of the trusts for accumulation therein contained not having been performed And also that such trustees would be entitled if they saw fit to release him from the payment of the said annual sum of one thousand pounds.

And whereas part of the said Haresfoot estate extending to one hundred and fifty acres or thereabouts lying near the town of Berkhamsted will shortly become extremely valuable for building purposes but owing to the existence of the said term of one thousand years created by the said indenture of the 6th day of April 1875 first hereinbefore recited for the purposes of the arrangement hereinbefore referred to it is impracticable to grant building leases of any part of the Haresfoot estate and for the purpose of enabling such leases to be granted it is desirable that the said term of one thousand years should be extinguished.

And whereas the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith are willing forthwith to pay the said sum of twelve thousand nine hundred pounds or thereabouts

A.D. 1884. — which on the 6th day of April 1883 was due under the said recited indenture of 7th day of August 1880 and upon payment thereof there will remain a sum of thirty-seven thousand one hundred pounds or thereabouts to be raised under the trusts for accumulation contained in the said recited will of the said Augustus John Smith but if the said sum so to be paid be added to the value of the said Haresfoot estate an amount considerably exceeding the sum of fifty thousand pounds directed to be raised as aforesaid will have been added to the property subject to the limitations of the same will.

And whereas it is probable that the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith may be desirous of paying or satisfying the said sum of twelve thousand nine hundred pounds or thereabouts by a transfer to the trustees of the said recited will of the said Augustus John Smith of shares in some of the insurance offices societies or companies hereinbefore mentioned but the said trustees are not now entitled under the provisions of such will to accept or retain the shares which may be so transferred.

And whereas the said shares are of a similar character to some of the securities authorised for investment by the said recited will of the said Augustus John Smith and have hitherto increased in value and produce a large income and it is desirable that if any such shares should be transferred by the said Mary Ann Smith Dorrien and Thomas Algernon Smith Dorrien Smith or either of them in or towards payment of the amount due from them as aforesaid the trustees of the said recited will of the said Augustus John Smith should be authorised to hold and retain the same.

And whereas inasmuch as the limitations of the said recited indenture of resettlement of the 7th day of April 1875 do not extend to the said Hely Augustus Morton Smith or the younger sons of the said Hely Hutchinson Augustus Smith it is just that if in consequence of the decease of the said Thomas Algernon Smith Dorrien Smith and of his said brothers and of the failure of their respective issue male the said Hely Augustus Morton Smith or any younger son of the said Hely Hutchinson Augustus Smith or any issue male of the said Hely Augustus Morton Smith or of any younger son of the said Hely Hutchinson Augustus Smith shall under the limitations of the said recited will of the said Augustus John Smith succeed to the possession of the estates thereby devised the person so succeeding shall be entitled to a charge upon the said Haresfoot estate for so much of the said sum of fifty thousand pounds directed to be accumulated by the same will as shall not have been satisfied by the payment so to be made as aforesaid by the said Thomas Algernon Smith Dorrien Smith and Mary Ann Smith Dorrien.

And whereas the said Thomas Algernon Smith Dorrien Smith fully intends to continue to reside at Tresco Abbey aforesaid and to devote his time and attention to the management of the said islands.

And whereas it is intended that the said Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith who together with the said Augustus Pechell, are now the surviving executors of the said recited will, and codicils of the said Augustus John Smith, shall be forthwith appointed trustees jointly with the said Augustus Pechell of the same will, and codicils.

And whereas the persons now living and entitled to or interested in the estates and premises subject to the uses or limitations of the said recited will of the said Augustus John Smith, hereinafter referred to as "the devised estates" are:—

- (a.) Augustus Pechell as the surviving trustee of the term of twenty-one years created by the same will.
- (b.) Thomas Algernon Smith Dorrien Smith.
- (c.) Arthur Algernon Smith Dorrien Smith.
- (d.) Edward Pendarves Smith Dorrien Smith.
- (e.) Henry Theophilus Smith Dorrien.
- (f.) Walter Montgomery Smith Dorrien.
- (g.) Arthur Hale Smith Dorrien.
- (h.) Horace Lockwood Smith Dorrien.
- (i.) Hely Augustus Morton Smith.
- (j.) The person who at the decease of the said Augustus John

Smith was his heir-at-law or the representative of such person, each of them the said Thomas Algernon Smith Dorrien Smith Henry Theophilus Smith Dorrien Walter Montgomery Smith Dorrien Arthur Hale Smith Dorrien and Horace Lockwood Smith Dorrien being tenant for life in remainder of the devised estates and each of them the said Arthur Algernon Smith Dorrien Smith Edward Pendarves Smith Dorrien Smith and Hely Augustus Morton Smith being tenant in tail male in remainder of the devised estates and the person who at the decease of the said Augustus John Smith was his heir-at-law or the representative of such person being entitled to the ultimate reversion of the same estates.

And whereas the persons unborn who may become entitled to the devised estates are

- (a.) Issue male of Arthur Algernon Smith Dorrien Smith and Edward Pendarves Smith Dorrien Smith respectively.
- (b.) Sons hereafter to be born of the said Thomas Algernon Smith Dorrien Smith and their issue male.
- (c.) Sons hereafter to be born of the said Henry Theophilus Smith Dorrien and their issue male.

A.D. 1884.

- (d.) Sons hereafter to be born of the said Walter Montgomery Smith Dorrien and their issue male.
- (e.) Sons hereafter to be born of the said Arthur Hale Smith Dorrien and their issue male.
- (f.) Sons hereafter to be born of the said Horace Lockwood Smith Dorrien and their issue male.
- (g.) Issue male of the said Hely Augustus Morton Smith.
- (h.) Sons hereafter to be born of the said Hely Hutchinson Augustus Smith and their issue male.

And whereas the purposes of this Act cannot be attained without the authority of Parliament.

Therefore your Majesty's most dutiful and loyal subject the said Thomas Algernon Smith Dorrien Smith 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
of Act.

1. This Act may be cited for all purposes as the *Dorrien Smith Estate Act 1884.*

Power for
the sur-
viving exe-
cutors of
the will of
Mr. August-
us John
Smith to
surrender
the existing
leases and
accept a new
lease of the
Scilly Is-
lands.

2. From and after the passing of this Act it shall be lawful for the said Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith as the surviving executors of the said recited will and codicils of the said Augustus John Smith or for the trustees or trustee for the time being of the same will and codicils to surrender to His Royal Highness Albert Edward Prince of Wales Duke of Cornwall or other the possessor for the time being of the Duchy of Cornwall the said two several indentures of lease of the 12th day of January 1865 hereinbefore respectively recited and to accept a new lease of the islands of Scilly for the term of thirty-one years from the 25th day of March 1883 at a yearly rent not exceeding seven hundred and forty pounds and subject to the payment of the said stipends in accordance with the offer made on the part of the Duchy.

The person
or persons
taking the
new lease
to be in-
demnified
against the
rent and
covenants.

3. The person or persons to whom such new lease shall be granted and the trustees or trustee for the time being of the said recited will of the said Augustus John Smith shall be entitled to be indemnified out of the devised estates and also out of the amount which shall be paid by the said Thomas Algernon Smith Dorrien Smith and Mary Ann Smith Dorrien as aforesaid from and against the rent and lessee's covenants to be respectively reserved and contained by and in such new lease but nevertheless this provision shall not affect the liability of the persons who under the limitations of

the said recited will of the said Augustus John Smith shall for the time being be entitled to the possession of the demised premises to pay the said rent and to observe and perform such covenants.

4. From and after the passing of this Act and when and so soon as the sum of twelve thousand nine hundred pounds or thereabouts which on the 6th day of April 1883 was due from the said Thomas Algernon Smith Dorrien Smith and Mary Ann Smith Dorrien under the said recited indenture of the 7th day of August 1880 shall have been paid or satisfied by them or either of them then the trust for accumulation contained in the said recited will of the said Augustus John Smith and the said term of twenty-one years thereby limited shall absolutely determine and the devised estates and every part thereof shall be released from such trusts.

Determination of the trusts for accumulation contained in the will of Mr. Augustus John Smith and release of the devised estates from such trusts.

5. Upon the determination of the said trusts for accumulation the said Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith shall respectively be released from such trusts and from all claims demands and liability in relation thereto or in relation to the trusts and provisions contained in the said indenture or deed of arrangement of the 6th day of April 1875 and the said indenture of the 7th day of August 1880 hereinbefore respectively recited or either of them and such trusts and provisions so far as the same shall be then subsisting and all liability under the same shall absolutely determine.

Release of the surviving executors and trustee from the trust for accumulation.

6. Upon the determination of the said trusts for accumulation the said Thomas Algernon Smith Dorrien Smith shall be let into possession of the devised estates as tenant for life under the said recited will of the said Augustus John Smith in the same manner as if such trusts had determined or had not been contained in the same will and the said Thomas Algernon Smith Dorrien Smith shall thenceforth be entitled during the remainder of his life to the clear income of the residue of the amount to be paid by the said Thomas Algernon Smith Dorrien Smith and Mary Ann Smith Dorrien as aforesaid after deducting therefrom the costs and expenses hereby directed to be paid or of the investments representing such residue.

Thomas Algernon Smith Dorrien Smith to be let into possession as tenant for life.

7. If any shares in the insurance offices societies or companies hereinbefore mentioned shall be transferred by or by the direction of the said Thomas Algernon Smith Dorrien Smith and Mary Ann Smith Dorrien in or towards the satisfaction or discharge of the amount to be paid by them as aforesaid under the said recited indenture of the 7th day of August 1880 it shall be lawful for the said Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith or the trustees or trustee for the time being of the said recited will of the

Power for trustees of the will of Mr. Augustus John Smith to accept shares in insurance companies

A.D. 1884. — said Augustus John Smith notwithstanding the trusts for investment therein contained to accept such shares at the last ascertained price and to retain the same as part of the estate of the said testator for such period as they or he the said trustees or trustee shall think fit without any liability for any loss which may be occasioned thereby and from time to time to sell such shares or any part thereof and to invest the proceeds of such sale and also any moneys which may be paid by the said Thomas Algernon Smith Dorrien Smith and Mary Ann Smith Dorrien or either of them in or towards payment or satisfaction of the amount to be paid by them as aforesaid upon any of the securities upon which capital money arising under the Settled Land Act 1882 is thereby authorised to be invested with power from time to time to vary such investments for others of a like nature and the said trustees or trustee shall be indemnified out of such shares against any liability for calls or other liability in relation thereto.

Determina-
tion of the
term of one
thousand
years created
in the Hares-
foot estate.

8. Upon the determination of the trusts for accumulation contained in the said recited will of the said Augustus John Smith the term of one thousand years created in the hereditaments forming the said Haresfoot estate by the said indenture of the 6th day of April 1875 first hereinbefore recited and all the trusts of the same term shall cease and determine.

Charge on
the Hares-
foot estate to
son of the
Revd. Hely
Hutchinson
Augustus
Smith suc-
ceeding to
the devised
estates.

9. If in consequence of the death of the said Thomas Algernon Smith Dorrien Smith and of his said brothers and of their respective issue male the said Hely Augustus Morton Smith or any younger son of the said Hely Hutchinson Augustus Smith or any issue male of the said Hely Augustus Morton Smith or of any younger son of the said Hely Hutchinson Augustus Smith shall under the limitations of the said recited will of the said Augustus John Smith succeed to and become entitled to the possession of the devised estates the person so succeeding shall be entitled to a charge upon the said Haresfoot estate for so much of the said sum of fifty thousand pounds directed to be accumulated by the same will as shall not have been satisfied by the payment to be made as aforesaid by the said Thomas Algernon Smith Dorrien Smith and Mary Ann Smith Dorrien of the amount due from them under the said recited indenture of the 7th day of August 1880 but nevertheless the charge hereby created shall be overreached by the exercise of the powers of leasing sale and exchange contained in the said recited indenture of resettlement of the 7th day of April 1875 the moneys arising from any exercise of the said powers of sale and exchange and the hereditaments to be purchased with such moneys and the interim investments thereof continuing liable to such charges.

10. The costs charges and expenses of and incident to the applying for obtaining and passing this Act and of or in relation to the recited arrangements of 1875 and 1880 and the carrying out and completion thereof shall be borne and paid out of the amount to be paid by the said Thomas Algernon Smith Dorrien Smith and Mary Ann Smith Dorrien as aforesaid or out of the proceeds of sales of any part of the devised estates.

A.D. 1884.
Costs of Act.

11. Saving always to the Queen's most Excellent Majesty Her heirs and successors and to His Royal Highness Albert Edward Prince of Wales Duke of Cornwall and all succeeding Dukes of Cornwall and to every other person and body politic and corporate and their respective heirs successors executors and administrators (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 in to or out of the estates to which this Act relates or any part thereof as they or any of them had before the passing of this Act or would could or might have or enjoy if this Act had not been passed.

General saving.

12. The following persons are excepted out of the general saving in this Act contained and are accordingly the only persons bound by this Act (that is to say) :—

Persons excepted from general saving.

- (a.) Augustus Pechell as the surviving trustee of the said will and codicils of the said Augustus John Smith.
- (b.) Augustus Pechell Thomas Hutchinson Tristram William Cole Pendarves and Thomas Algernon Smith Dorrien Smith as the surviving executors of the same will and codicils.
- (c.) Thomas Algernon Smith Dorrien Smith.
- (d.) Arthur Algernon Smith Dorrien Smith and the heirs male of his body.
- (e.) Edward Pendarves Smith Dorrien Smith and the heirs male of his body.
- (f.) Sons hereafter to be born of the said Thomas Algernon Smith Dorrien Smith and the heirs male of their respective bodies.
- (g.) Henry Theophilus Smith Dorrien and his first and other sons hereafter to be born and the heirs male of their respective bodies.
- (h.) Walter Montgomery Smith Dorrien and his first and other sons hereafter to be born and the heirs male of their respective bodies.
- (i.) Arthur Hale Smith Dorrien and his first and other sons hereafter to be born and the heirs male of their respective bodies.

A.D. 1884.

- (j.) Horace Lockwood Smith Dorrien and his first and other sons hereafter to be born and the heirs male of their respective bodies.
- (k.) Hely Augustus Morton Smith and the heirs male of his body.
- (l.) Sons hereafter to be born of the said Hely Hutchinson Augustus Smith and the heirs male of their respective bodies.
- (m.) The person who at the decease of the said Augustus John Smith was his heir-at-law or the representative of such person.
- (n.) Mary Ann Smith Dorrien.

As to consent of Henry Theophilus Smith Dorrien and Horace Lockwood Smith Dorrien.

13. And whereas the said Henry Theophilus Smith Dorrien and Horace Lockwood Smith Dorrien are respectively abroad and their consent to this Act has not been proved therefore this Act shall not be of any effect as against either of them the said Henry Theophilus Smith Dorrien and Horace Lockwood Smith Dorrien unless his consent shall be signified by writing under his hand attested by at least one witness and such writing shall be enrolled in the central office of the Supreme Court of Judicature within three years from the passing of this Act and after the enrolment of such consent the same shall be deemed part of this Act and shall be as binding and conclusive upon the person giving the same as if such consent had been obtained and given before the passing of this Act and such consent may be given in the form or to the effect following (to wit)—

I Henry Theophilus Smith Dorrien [or as the case may be Horace Lockwood Smith Dorrien] do hereby consent to the Dorrien Smith Estate Act 1884.

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

14. 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.