SCHEDULE

IX.—GENERAL PROVISIONS.

- It being one of the main objects of the settlor that the present external and internal features of Chequers shall be preserved intact as far as possible it is hereby expressly declared that:-
 - The name of " Chequers " shall never be changed ; (a)
 - (b) The architectural features of the mansion house the surrounding gardens garden houses walls and stone pavements shall be preserved intact and in particular none of the brick or stonework chimneys tiled roofs and windows are to be plastered over or otherwise covered or altered;
 - No new buildings of any kind (including conservatories and greenhouses) (c) are to be erected within two hundred yards of any part of the mansion house ;
 - No alteration is to be made in the interior panelling or other woodwork (d) (which is to be kept unpainted) chimney pieces ornamental plaster ceilings and friezes oak floors window glass (whether heraldic or plain) particularly in the following rooms viz. : the great hall (including upper passage) the stone hall the dining room the study (or Constable room) the white and little parlours the great parlour the Hawtrey room anteroom and prison room the long gallery the Cromwell passage the north and south garden halls the main staircase and the damask and state bedrooms ;
 - The furniture (except bedroom and office furniture) is so far as possible to (e) be retained in the rooms in which such furniture was used at the time of transfer to the administrative trustees ;
 - All pictures tapestry books manuscripts china relic and works of art as (f) specified in the catalogue mentioned in clause o after they have been handed over to the administrative trustees are never to be removed from the mansion house except for the purpose of effecting necessary repairs or restorations Provided that nothing herein contained shall be deemed to fetter the right of the settlor and Lady Lee or the survivor of them while they he or she shall remain in occupation of the Chequers Estate to make such additions to or alterations in the mansion house (exterior and interior) and the contents thereof as they he or she may think fit.
- 16 If and as the settlor and Lady Lee or the survivor of them desire to improve the collections of furniture pictures tapestry books china works of art silver linen and other effects hereby settled during their lives and the life of the survivor of them or during such shorter period as they or the survivor of them shall remain in occupation of the Chequers Estate it shall be lawful for them or the survivor of them during such periods to add to weed out and improve by purchase sale or exchange any of the said collections of furniture pictures tapestry books china works of art silver linen and other effects which they or the survivor of them in their his or her absolute discretion may think capable of improvement or unworthy of being retained as the case may be.
- 17 The woods and shrubberies and trees whether on the grounds forming part of Chequers and grounds or on any of the Chequers farms are not to be cleared or cut down but merely thinned cropped and replanted from time to time in accordance with the most approved methods of forestry under the direction of such competent person as shall from time to time be appointed for that purpose by the administrative

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Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.

trustees and all net profit derived from the sale of timber and timber trees is after the death of the settlor to be treated as income of the Chequers Trust Fund.

18 The administrative trustees shall have full power after the death of the settlor and with the consent of the Board of Agriculture and Fisheries (if tenants) to sell all or any of the Chequers farms (except such as are hatched black on the said plan and which form an integral part of the park lands round the mansion house) if they think it expedient so to do and the purchase moneys shall be added to the capital of the Chequers Trust Fund but they shall have no power to sell Chequers and grounds or the excepted farms or the woods or any part thereof.

19 If after the deaths of the settlor and Lady Lee the administrative trustees consider it desirable to add to or modify any of the detailed provisions or powers of these presents consistently with preserving intact the main provisions of the trust in favour of successive Prime Ministers and other high officials hereinbefore contained and of clauses 15 17 and 18 above it shall be lawful for them to do so by any deed or deeds with the sanction of a judge of the Chancery Division of the High Court of Justice.

20 If for any reason whatsoever the trusts of these presents should completely fail or if Chequers should be left unoccupied by any of the official persons for whose benefit the said trusts are intended for a continuous period of upwards of twenty consecutive years then and in such case if the settlor and Lady Lee or either of them shall then be living the whole of the real and personal estate comprised in and settled by these presents shall be conveyed and transferred free of expense to the settlor and Lady Lee or the survivor of them for their his or her absolute benefit but if both the settlor and Lady Lee shall then be dead then the whole of the said real and personal estate (except the pictures relics and works of art and the Chequers Trust Fund) shall be sold and the net proceeds of such, sale shall be added to the capital of the Chequers trust fund which trust fund shall thenceforth be held by the Public Trustee Upon trust to pay the income thereof to the Trustees of the National Gallery in London to be applied by them for or towards the purchase of additional pictures for the nation and in that event the whole of the pictures relics and works of art hereby settled shall be handed over to the Trustees of the said National Gallery for exhibition in any of the National Collections.

21 These presents are conditional on the Act being passed and receiving His Majesty's assent within three months of the date hereof and if the Act shall not have been passed and received such assend within such period or within such further period as the settlor shall in writing agree to these presents and everything herein contained shall be void and of none effect.

IN WITNESS &C.

The SCHEDULE above referred to.

Date of Lease.	Parties.
(1) 8th November 1909	Ponsonby Bagot and Villiers Spencer Bagot of first part.
	Henry Jacob Delaval Astley of second part.
	Sir Arthur Hamilton Lee and Lady Lee of third part.

Date of Lease. (2) 6th April 1911

Parties.

Henry Jacob Delaval Astley of first part.

The Honourable Ralph Pelham Nevill and the Honourable Charles Gathorne Gathorne Hardy the second part.

Sir Arthur Hamilton Lee and Lady Lee of third part.