

*Status: Point in time view as at 01/02/1991.*

*Changes to legislation: There are currently no known outstanding effects for the Settled Land Act 1925, FIRST SCHEDULE. (See end of Document for details)*

## FIRST SCHEDULE

Section 15.

### FORMS OF INSTRUMENTS

#### Modifications etc. (not altering text)

**C1** Sch. 1 amended (1.7.1995) by 1994 c. 36, s.9 (with s. 20); S.I. 1995/1317, art.2

#### FORM NO. 1

##### VESTING DEED FOR GIVING EFFECT TO A SETTLEMENT SUSISTING AT THE COMMENCEMENT OF THIS ACT

This Vesting Deed is made [&c.] between *X.* of [&c.] and *Y.* of [&c.] (hereinafter called the trustees) of the one part and *T.L.* of [&c.] of the other part.

*[Recite the Settlement under which T.L. is a tenant for life of full age in possession of the freeholds and leaseholds respectively described in the First and Second Schedules and has power to appoint new trustees, and the trustees are trustees for the purposes of the Settled Land Act, 1925, also the request by T.L. that the trustees should execute the requisite vesting deed.]*

Now for giving effect to the requirements of the Settled Land Act, 1925, this deed witnesseth as follows:—

- 1 The trustees as Trustees hereby declare that—

All and singular the hereditaments and premises respectively mentioned in the First and Second Schedules hereto and all other (if any) the premises capable of being vested by this declaration which are now by any means subject to the limitations of the recited settlement are vested in the said *T.L.* as to the freehold hereditaments mentioned in the First Schedule hereto in fee simple, and as to the leasehold hereditaments mentioned in the Second Schedule hereto, for all the residue of the terms of years for which the same are respectively held.
- 2 The said *T.L.* shall stand possessed of the premises upon the trusts and subject to the powers and provisions upon and subject to which under the recited settlement or otherwise the same ought to be held from time to time.
- 3 The trustees are the trustees of the settlement for the purposes of the Settled Land Act, 1925.
- 4 The following additional or larger powers are conferred by the said settlement in relation to the settled land, and by virtue of the Settled Land Act, 1925, operate and are exercisable as if conferred by that Act on a tenant for life [*Here insert the additional powers*].
- 5 [*Add the usual covenant by T.L. with the trustees to pay the rent in respect of leasehold hereditaments, observe the lessee's covenants and keep the trustees indemnified.*]
- 6 The power to appoint a new trustee or new trustees of the settlement is vested in the said *T.L.* during his life.

In witness [&c.].

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[NOTE.—Add the schedules. In the first part of the First Schedule give particulars of the manors, advowsons and other incorporeal hereditaments. In the second part give particulars of the freehold land referring, if practicable, to annexed plans, so that the vesting deed may ultimately become a convenient root of title. Unless this is done the deeds referred to will for purposes of the parcels remain part of the title. In the Second Schedule give particulars of the dates of and parties to the leases of the leasehold hereditaments, and short particulars of the properties demised, the terms and the rents. If there are any mortgages having priority to the settlement these should be mentioned in another schedule and referred to in the recitals.]

## FORM NO. 2

### VESTING DEED ON THE SETTLEMENT OF LAND

This Vesting Deed made [&c.] between *John H.* of [&c.] of the first part, *Jane W.* of [&c.] of the second part, and *X.* of [&c.], *Y.* of [&c.], and *Z.* of [&c.] (hereinafter called the trustees) of the third part.

Witnesseth and it is hereby declared as follows:—

1 In consideration of the intended marriage between *John H.* and *Jane W.* the said *John H.* as Settlor hereby declares that

All that (*setting out the parcels by reference to a schedule or otherwise*) are vested in *John H.* in fee simple (*or in the case of leaseholds refer to the terms*).

Upon the trusts declared concerning the same by a Trust Instrument bearing even date with but intended to be executed contemporaneously with these presents and made between the same parties and in the same order as these presents or upon such other trusts as the same ought to be held from time to time.

2 The trustees are the trustees of the settlement for the Purposes of the Settled Land Act, 1925.

3 The following additional or larger powers are conferred by the said trust instrument in relation to the settled land and by virtue of the Settled Land Act, 1925, operate and are exercisable as if conferred by that Act on a tenant for life. [*Here insert the additional powers.*]

4 The power of appointing a new trustee or new trustees of the settlement is vested in the said [*John H.*] during his life.

In witness [&c.].

## FORM NO. 3

### TRUST INSTRUMENT OF THE SETTLEMENT OF LAND

This Trust Instrument is made [&c.] between *John H.* of [&c.] (hereinafter called the Settlor) of the first part, *Jane W.* of [&c.] of the second part, and *X.* of [&c.], *Y.* of [&c.], and *Z.* of [&c.] (hereinafter called the trustees) of the third part.

Whereas by a deed (hereinafter called the Vesting Deed) bearing even date with but executed contemporaneously with these presents, and made between the same parties and in the same

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order as these presents, certain hereditaments situated at in the county of were vested in the Settlor Upon the trusts declared concerning the same by a trust instrument of even date therein referred to (meaning these presents).

Now in consideration of the intended marriage between the Settlor and *Jane W.*, this Deed witnesseth as follows:—

- 1 The Settlor hereby agrees that he will hold the hereditaments and property comprised in the Vesting Deed In trust for himself until the solemnisation of the said marriage and thereafter Upon the trusts following, that is to say:—
- 2 Upon trust for the Settlor during his life without impeachment of waste with remainder Upon trust if *Jane W.* survives him that she shall receive out of the premises during the residue of her life a yearly jointure rentcharge of [&c.] and subject thereto Upon trust for the trustees for a term of 800 years from the date of the death of the Settlor without impeachment of waste Upon the trusts hereinafter declared concerning the same. And subject to the said term and the trusts thereof Upon trust for the first and other sons of the said intended marriage successively according to seniority in tail male with remainder [&c.] *with an ultimate remainder in trust for the Settlor in fee simple.*

*[Here add the requisite trusts of the portions term, and any other proper provisions including the appointment of the trustees to be trustees of the settlement for the purposes of the Settled Land Act, 1925, extension of Settled Land Act powers, and a power for the tenant for life for the time being of full age to appoint new trustees of the settlement.]*

In witness [&c.].

[NOTE.—The Vesting Deed and the Trust Instrument can be executed as escrows till the marriage.]

#### FORM NO. 4

##### SUBSIDIARY VESTING DEED ON SALE WHEN THE LAND IS PURCHASED WITH CAPITAL MONEY

This Subsidiary Vesting Deed is made [&c.] between *Henry V.* of [&c.] (hereinafter called the Vendor) of the first part, *X.* of [&c.], *Y.* of [&c.], and *Z.* of [&c.] (hereinafter called the trustees) of the second part, and *John H.* [&c.] (hereinafter called the Purchaser) of the third part.

Whereas the Vendor is entitled for an estate in fee simple in possession free from incumbrances to the hereditaments hereinafter conveyed and has agreed to sell the same to the Purchaser at the price of pounds.

And whereas by a principal vesting deed (hereinafter called the principal deed) dated [&c.], and made [&c.] [*Form No. 2*], certain hereditaments were vested in the Purchaser Upon the trusts of a trust instrument of even date therewith, and by [endorsements on] the principal deed the trustees were stated to be the trustees of the settlement for the purposes of the Settled Land Act, 1925.

Now this Deed witnesseth as follows:—

- 1 In consideration of the sum of pounds now paid to the Vendor by the trustees by the direction of the Purchaser (the receipt of which sum the Vendor hereby

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acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser All those [&c.].

To hold unto the Purchaser [in fee simple] upon and subject to the same trusts and powers as are declared by the principal deed by reference as aforesaid with respect to the hereditaments therein comprised.

2 and 3 [Same as 2 and 4 in Form No. 2].

In witness [&c.].

NOTE.—On a purchase of a term of years absolute out of capital money, the term must be conveyed to the tenant for life, if any, of full age, instead of to the trustees of the settlement. If there is a minority the land will be conveyed to the personal representatives or to the Settled Land Act trustees.

### FORM NO. 5

#### VESTING ASSENT BY PERSONAL REPRESENTATIVE

1 *E.F.* of [&c.] and *G.H.* of [&c.] as the personal representatives of *X.Y.*, late of [&c.] deceased, do this day of 19 hereby, As Personal Representatives, assent to the vesting in *C.D.* of [&c.] of [All that farm &c.]*or*[All the property described in the Schedule hereto] for all the estate or interest of the said *X.Y.* at the time of his death [*or*, for an estate in fee simple].

2 The premises are vested in the said *C.D.* upon the trusts declared concerning the same by [&c.].

3 The said *E.F.* and *G.H.* are the trustees of the settlement for the purposes of the Settled Land Act, 1925.

4 and 5 [Same as 3 and 4 in Form No. 2].

As witness, &c.

NOTE.—The expression “conveyance” includes an assent, but an assent will relate back to the death unless a contrary intention appears.

An assent will not be properly postponed merely because death duty remains to be paid. The representatives have only to be satisfied (*e.g.* where the tenant for life has directed payment out of capital money or has executed a mortgage for raising the money as and when an instalment becomes due) that the duty will be paid.

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