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## SCHEDULES

### FIFTH SCHEDULE

Section 206.

#### FORMS OF INSTRUMENTS

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

**C1** Sch. 5 amended (1.7.1995) by 1994 c. 36, s. 9(1)(2) (with s. 20); S.I. 1995/1317, art. 2

FIFTH SCHEDULE.

Section 206.

#### FORMS OF INSTRUMENTS.

##### FORM No. 1.

###### CHARGE BY WAY OF LEGAL MORTGAGE.

This Legal Charge is made [&c.] between A. of [&c.] of the one part and B. of [&c.] of the other part.  
[Recite the title of A. to the freeholds or leaseholds in the Schedule and agreement for the loan by B.]

Now in consideration of the sum of \_\_\_\_\_ pounds now paid by B. to A. (the receipt &c.) this Deed witnesseth as follows:—

1. A. hereby covenants with B. to pay [Add the requisite covenant to pay principal and interest].

2. A. as Beneficial Owner hereby charges by way of legal mortgage All and Singular the property mentioned in the Schedule hereto with the payment to B. of the principal money, interest, and other money hereby covenanted to be paid by A.

3. [Add covenant to insure buildings and any other provisions desired.]

In witness [&c.] [Add Schedule].

Note.—B. will be in the same position as if a mortgage had been effected by a demise of freeholds or a subdemise of leaseholds.

##### FORM No. 2.

###### FURTHER CHARGE BY WAY OF LEGAL MORTGAGE.

This Further Charge made [&c.] between [&c.] [same parties as foregoing legal charge] Supplemental to a Legal Charge (hereinafter called the Principal Deed) dated [&c.] and made between the same parties as are parties hereto and in the same order for securing the sum of £ \_\_\_\_\_ and interest at \_\_\_\_\_ per centum per annum on [freehold] [leasehold] land at [&c.].

Witnesseth as follows:—

1. In consideration of the further sum of £ \_\_\_\_\_ now paid to A. by B. [add receipt and covenant to pay the further advance and interest].

2. For the consideration aforesaid A. as Beneficial Owner hereby charges by way of legal mortgage the premises comprised in the Principal Deed with the payment to B. of the principal money and interest hereinbefore covenanted to be paid as well as the principal money, interest, and other money secured by the Principal Deed.

In witness [&c.].

##### FORM No. 3.

###### CONVEYANCE ON SALE, LEGAL CHARGES OR MORTGAGES CONCURRING.

This Conveyance is made [&c.] between A. of [&c.] (hereinafter called the Vendor) of the first part B. of [&c.] and C. of [&c.] (hereinafter called the Mortgagees) of the second part and D. of [&c.] (hereinafter called the Purchaser) of the third part [Recite the Charge by way of legal mortgage, the state of the debt, the agreement for sale and for the mortgages to concur.]

Now in the consideration of the sum of £ \_\_\_\_\_ paid by the Purchaser by the direction of the Vendor to the Mortgagees (the receipt &c.) and of the sum of £ \_\_\_\_\_ paid by the Purchaser to the Vendor (the receipt &c.) this Deed witnesseth as follows:—

1. The Vendor As Beneficial Owner hereby conveys and the Mortgagees As Mortgagees hereby [surrender and] release unto the Purchaser All That &c.

To Hold unto the Purchaser [in fee simple] discharged from all claims under the recited Legal Charge [Mortgage and to the intent that the term subsisting thereunder shall as respects the premises conveyed merge and be extinguished].

2. [Add any necessary acknowledgments and undertakings with respect to documents not handed over which relate to the title and any other special provisions.]

In witness &c.

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## FORM No. 4.

## CONVEYANCE ON SALE BY LEGAL CHARGES OR MORTGAGES.

This Conveyance is made [&c.] between A. of [&c.] and B. of [&c.] (hereinafter called the Vendors) of the one part and C. of [&c.] (hereinafter called the Purchaser) of the other part [Recite the Legal Charge or the Mortgage, with or without a deed converting the Mortgage into a legal charge and the agreement for sale].

Now in consideration of the sum of £        paid by the Purchaser to the Vendors (the receipt &c.) this Deed witnesseth as follows:—

1. The Vendors As Mortgagees in exercise of the power for this purpose conferred on them by the Law of Property Act, 1925, and of all other powers hereby convey unto the Purchaser All Those &c.

To Hold unto the Purchaser [in fee simple] discharged from all right of redemption and claims under the recited Legal Charge [Mortgage].

2. [Add any necessary acknowledgements as to documents retained and any other special provisions.]

In witness &c. \_\_\_\_\_

## FORM No. 5.

## CONVEYANCE BY PERSONAL REPRESENTATIVES OF A FEE SIMPLE RESERVING THEREOUT A TERM OF YEARS ABSOLUTE FOR GIVING LEGAL EFFECT TO A MORTGAGE.

This Conveyance is made [&c.] between James Cook of [&c.] and Harry Cook of [&c.] of the first part, L. of [&c.] and M. of [&c.] of the second part, and Thomas Wilson of [&c.] of the third part.

Whereas on the first day of October 1927 Letters of Administration to the real and personal estate of Henry Wilson, late of [&c.], who died [&c.], were granted by the principal probate registry to James Cook and Harry Cook.

And whereas Henry Wilson was at his death solely entitled to the hereditaments hereinafter conveyed for an estate in fee simple.

Now this Deed witnesseth that James Cook and Harry Cook, as Personal Representatives of the said Henry Wilson deceased, hereby convey unto the said Thomas Wilson

All that [&c.]  
Reserving out of the premises nevertheless unto L. and M. a term of eight hundred years, without impeachment of waste, to commence from the date hereof but subject to cesser on redemption by Thomas Wilson under a Mortgage dated [&c.] and made between [&c.] on payment of the sum of five thousand pounds, and interest thereon at the rate of five pounds per centum per annum.

To hold the premises subject to the said term unto Thomas Wilson [in fee simple].

In witness [&c.]

Note.—The reservation will be valid at law, though the deed may not be executed by Thomas Wilson.

## FORM No. 6.

## CONVEYANCE ON SALE RESERVING MINERALS AND RIGHT TO WORK AND A PERPETUAL RENTCHARGE.

This Conveyance made [&c.] between A. of [&c.] of the one part and B. of [&c.] of the other part.

Witnesseth that in consideration of the sum of        pounds now paid by B. to A. (the receipt, &c.) and of the rentcharge hereinafter reserved A. as Beneficial Owner hereby conveys unto B.

All those [&c.] except and reserving unto A. in fee simple all mines and minerals Together with full power to work [&c.]

To hold (except and reserved as aforesaid) unto B. in fee simple reserving out of the premises to A. in fee simple a perpetual yearly rentcharge of        pounds, to be for ever charged upon and issuing out of the premises hereby conveyed clear of all deductions (except landlord's property tax), and payable by equal half-yearly payments on [&c.], the first payment to be made on [&c.]

And B. hereby covenants with A., and the persons deriving title under him to pay [&c.]

In witness [&c.]

Note.—The reservations will be valid at law even if the deed is not executed by B.

## FORM No. 7.

## DEED FOR CONFIRMING LEGAL ESTATES WHICH HAVE NOT BEEN VALIDLY CREATED.

To All to whom this Further Assurance shall come A.B. of &c. sends greeting this        day of        19        .

[Recite the invalid dealings, giving short particulars in schedules of the Conveyances, Grants and Leases which purport to transfer or create legal estates, that A.B. is entitled in fee simple or for a term of years absolute in the land affected and desires to confirm the dealings.]

Now these presents witness and the said A.B. hereby declares that his legal estate in the premises affected to which he is entitled as aforesaid shall go and devolve in such manner as may be requisite for legally confirming the interests capable of subsisting as legal estates expressed to have been transferred or created by the documents mentioned in the schedules hereto or any of those documents and any dealings with the interests so confirmed which would have been legal if those interests had in the first instance been validly transferred or created:

Provided always that subject to such confirmation of interests and dealings nothing herein contained shall affect the legal estate of the said A.B. in the premises.

In witness, &c. [Add Schedules.]

Note.—This form takes the place of a conveyance to uses for confirming past transactions and is applicable to a term of years absolute as well as a fee simple.

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FORM No. 8.

ASSENT BY PERSONAL REPRESENTATIVE IN FAVOUR OF A PERSON ABSOLUTELY ENTITLED FREE FROM INCUMBRANCES.

I, *A.B.*, of [*&c.*] as the personal representative of *X.Y.*, late of [*&c.*] deceased, do this            day of            19            hereby, as Personal Representative, 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].

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 may be properly given though duties remain to be paid if the personal representative is satisfied in regard to the arrangements made for payment.

FORM No. 9.

ASSENT BY PERSONAL REPRESENTATIVES IN FAVOUR OF TRUSTEES FOR SALE.

We, *A.B.*, of [*&c.*] and *C.D.*, of [*&c.*] as the Personal Representatives of *X.Y.*, late of [*&c.*] deceased do this            day of            19            hereby:—

1. As Personal Representatives assent to the vesting in [ourselves or] *T.A.* of [*&c.*] and *T.B.* of [*&c.*] of All Those &c. To Hold unto [ourselves or] the said *T.A.* and *T.B.* in fee simple Upon trust to sell the same or any part thereof with full power to postpone the sale and to stand possessed of the net proceeds of sale and other money applicable as capital and the net rents and profits until sale upon the trusts respectively declared concerning the same [or the proceeds of sale and the rents and profits of certain property at            ] by the Will dated [*&c.*] of [*&c.*] [or by the Settlement dated &c. or otherwise as the case may require].

2. And declare that *F.* of [*&c.*] and *M.* of [*&c.*] during their joint lives and the survivor of them during his or her life have or has power to appoint new trustees of this Assent [or “that the statutory power to appoint new trustees applies to this Assent” or otherwise as the case requires to correspond with the power applicable to the Will or Settlement].

As witness &c.

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