

CRT Deed No 178a

Dated 14 Decr 1786

The Honourable } **Conveyance**
Saml Barrington } **of a Moiety of a third**
To } **Share in the River Stort**
George Jackson Esqr } **Navigation**

The following inscriptions are on the title page of this Deed:

Signed sealed and delivered by the within named }
Samuel Barrington and George Jackson in the presence of us }
sig: J S Lloyd Bedford Row
sig: Edward Edwards

Received the day and year first within written by me the }
within named Samuel Barrington of and from the within named }
George Jackson the sum of two thousand two hundred and fifty pounds } £2250
being the consideration money within mentioned to be by him }
paid to me }

sig: Saml Barrington

Witness

sig: J S Lloyd
sig: Edward Edwards

This Indenture made the fourteenth day of December in the twenty seventh year of the reign of our sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the faith and so forth and in the year of our Lord one thousand seven hundred and eighty six **Between** the Honourable Samuel Barrington Esquire Vice Admiral of the White of the one part and George Jackson of Old Palace Yard in the City and Liberty of Westminster in the said County Esquire of the other part **Whereas** by an Act passed in the

sixth year of the reign of his present Majesty entitled “An Act for making and continuing navigable the River Stort in the Counties of Hertford and Essex” It is enacted that Charles Dingley Esquire William Masterman Esq and the said George Jackson and should be and were thereby Nominated and Appointed Undertakers of the said Navigation and were thereby Authorised and Impowered at their own costs charges and risque and for their own benefit to make the said River Stort Navigable for Boats and Vessells from the River Lee near a place called the Rye to or near a certain Mill called the Town Mill in Bishop Stortford in the said County of Hertford And it is thereby further Enacted that for and in consideration of the great charge and expense the said undertakers their heirs and assigns and should be at not only in making the said River Stort navigable as aforesaid but also in Making Erecting Repairing Cleansing Maintaining keeping up and continuing the wears works Locks Dams Sluices Bridges Cranes and other matters necessary to be made and erected as therein mentioned It should and might be lawful to and for the said undertakers their heirs or assigns or other person or persons as they or any two of them should for that purpose appoint from time to time and at all times thereafter to Ask Demand Recover and take to or for the proper use and benefit of them the said Undertakers their Heirs or Assigns for all or any Goods Wares Merchandizes Commodities or other things whatsoever that should be carried or conveyed in any Boat Barge or other Vessell in upon to or from any part of the said River Stort between the said River Lee and to or near the said Town Mill in Bishop Stortford aforesaid such rate and duty rates and duties for the same as the said undertakers their heirs or assigns should think fit not exceeding the several rates and duties therein mentioned to be paid at such place or places near to the said River and in such manner as the said undertakers their heirs or assigns or any two of them should think fit with such power of enforcing the payment thereof as therein is contained **And** it is thereby further enacted that it should and might be lawful to and for the said Undertakers for carrying on the said intended Navigation to raise and contribute equally amongst themselves a competent sum of money for making the said River Stort navigable from the said River Lee to or near the said Town Mill of Bishops Stortford aforesaid and for the other purposes of the said Act and that the same should be divided into three equal shares and that the said three shares should be and were thereby vested in the said several Undertakers before mentioned and their several and respective heirs and assigns as and in nature of a Tenancy in Common To their and every of their proper use and behoof And that they the said several Undertakers their heirs and Assigns respectively should be intitled to the entire and Net distribution of one third part of the said profits and advantages that should and might arise and accrue by means of the sum and sums of money to be Collected Levied or Recovered by the Authority of the said Act and that such share and shares should be vested in the said Undertakers their Heirs and Assigns respectively as real Estates and should be Bargained Sold Aliened and Disposed of as such from time to time by the Owners or Proprietors thereof respectively for the time being by an Instrument in writing under their respective Hands and Seals Signed Sealed and Delivered in the presence of and attested by two or more witnesses of the fform Tenor and Effect therein mentioned **And Whereas** John Smyth Meggott Esquire having become well entitled to the said third part and share of the said Charles Dingley by a certain instrument in writing bearing date the fifth day of March One thousand seven hundred and seventy according to the fform mentioned in the said Act in consideration of the sum of Two thousand one hundred and fifty pounds therein mentioned to be paid by the said Samuel Barrington to the said John Smyth Meggott Did bargain sell and transfer unto the said Samuel Barrington his Heirs and Assigns the one third share of the Undertaking of the said Navigation which by the Act of Parliament before recited was vested in the said Charles Dingley subject to such terms and conditions as he held the same immediately before the execution thereof and by another instrument of the same date the said Samuel Barrington did declare that a Moiety of the said share sold and transferred to him as aforesaid was held by him on account of and for the Use and purpose of the said George Jackson **And Whereas** the said George Jackson hath contracted and agreed with the said

Samuel Barrington for the purchase of the moiety of the third part or share of him the said Samuel Barrington of and in the Navigation of the River Stort aforesaid under or by virtue of the said recited Act and of all other his Estate Right and Interest therein at or for the sum or price of Two thousand two hundred and fifty pounds and hath applied to and requested the said Samuel Barrington to release and convey to him and his Heirs and Assigns the other Moiety of the said third part and share which he the said Samuel Barrington stands as a Trustee for him the said George Jackson **Now this Indenture Witnesseth** that in pursuance of the said agreement and in consideration of the sum of two thousand two hundred and fifty pounds of lawful money of Great Britain to the said Samuel Barrington in hand well and truly paid by the said George Jackson at and immediately before the Sealing and Delivery of these presents the receipt whereof the said Samuel Barrington doth hereby acknowledge and off and from the same and every part thereof doth Acquit Release and Discharge the said George Jackson by these presents he the said Samuel Barrington **Hath** Granted Bargained Sold Released and Confirmed and by these presents **doth** Grant Bargain Sell Release and Confirm unto the said George Jackson his Heirs and Assigns **All That** the third part or share late of the said Charles Dingley and afterwards of the said John Smyth Meggott and sold and transferred to him the said Samuel Barrington **Hath** by force or virtue of the said recited Act or otherwise howsoever of and in the Navigation or Undertaking for the making and keeping navigable of the River Stort in the said several Counties of Hertford and Essex and each of them and of and in all Lands Grounds Houses Erections Buildings Bridges Sluices Stanches Locks ffloodgates Wears Dams Winches Landing Places ffences Weighbeams Cranes engines and other Works whatsoever of or belonging or in any wise appertaining to the said Navigation or Undertaking and of and in all and singular the Tolls Rates and Duties Granted Imposed or made payable by or by virtue of the said recited Act And of and in all other the profits and Advantages of the said Navigation or Undertaking Which said part share and premises mentioned and intended to be hereby Granted Bargained Sold and Released are now in the actual possession of the said George Jackson by virtue of a bargain and Sale to him the to him thereof made by the said Samuel Barrington in consideration of five shillings to him paid by the said George Jackson in and by one Indenture bearing date the day next before the day of the date of these presents and by force of the statute made for transferring Uses into Possession And all the Estate Right Title Interest Use trust possession property Claim and Demand whatsoever as well legal as equitable of him the said Samuel Barrington of in to or out of the said Navigation or Undertaking Lands Grounds Houses Erections Buildings Bridges Sluices Stanches Locks ffloodgates Wears Dams Winches Landing Places ffences Weighbeams Cranes Engines and other Works Tolls Duties Profits and Advantages and every or any of them and every or any part thereof respectively **To have and to Hold** the said part share and premises mentioned and intended to be hereby granted Bargained and Sold and released unto the said George Jackson his heirs and Assigns To the Use of the said George Jackson his Heirs and Assigns for ever **And this Indenture further Witnesseth** that for the consideration hereinbefore expressed and in consideration of ten shillings of lawful money of Great Britain to the said Samuel Barrington in hand paid by the said George Jackson at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged Also the said Samuel Barrington **hath** granted bargained sold assigned transferred and set over and by these presents **Doth** Grant Bargain Sell Assign Transfer and Set over unto the said George Jackson his Executors

Administrators and Assigns **All** Boats Barges with their Tackle Furniture Apparel Coals Goods Chattels and Parts and shares of Boats Barges Coals Goods and Chattels now in or upon or about or belonging or in any wise appertaining to the said River Stort and the Navigation thereof or the Warehouses Erections or buildings Lands or Grounds thereunto belonging And also all bonds notes and securities made or given to or in trust for the said Undertakers or any of them in respect of the said Navigation or Undertaking and the several sums of money thereby secured and all other Debts or Sums of Money due or owing to or recoverable by the said Undertakers or any of them for or in respect of the said Navigation or

Undertaking with full power and Authority to put in suit sue for and

recover the same Bonds

Notes Securities Sums of Money and Debts in the Name or names of the said Samuel Barrington his Executors or Administrators and all the Right Interest and Property Claim and Demand whatsoever as well legal and equitable of him the said Samuel Barrington of in or to the same Boats Barges with their Tackle Furniture and Apparel Coals Goods and Chattels parts shares and premises mentioned and intended to be hereby assigned and every or any of them and any or every part thereof respectively **To Have and to Hold** the said Boats Barges with their Tackle Furniture and Apparel Coals Goods Chattels parts shares and premises mentioned and intended to be thereby assigned unto the said George Jackson Executors Administrators and Assigns to and for his and their own proper use and benefit **And** the said Samuel Barrington for himself his Heirs Executors and Administrators doth covenant and declare to and with the said George Jackson his Heirs Executors and Administrators and Assigns respectively by these presents that for the said Samuel Barrington hath not done or committed or wittingly or willingly suffered any Act Matter or Thing whatsoever whereby of wherewith or by reason or means whereof the said part share and premises mentioned and intended to be hereby Granted Bargained Sold and Released the said Boats Barges their Tackle Furniture and Apparel Coals Goods Chattels parts shares and premises mentioned and intended to be hereby assigned or any of them or any part or parts thereof respectively are is can shall or may be impeached charged incumbered or any way affected and **And this Indenture also Witnesseth** that in a consideration of the premises the said Samuel Barrington **Hath** Remised Released and Quit Claimed and by these presents **Doth** Remise Release and Quit Claim unto the said George Jackson his Heirs Executors and Administrators All and all manner of Actions and Suits Cause and Causes of Action and Suit Accounts Reckonings Claims and Demands whatsoever which against him the said George Jackson, the said Samuel Barrington ever had or now hath or which against him the said George Jackson his Heirs Executors and Administrators the said Samuel Barrington his Heirs Executors or Administrators would could or might otherwise hereafter have for or by reason or means or on account of the said Navigation or Undertaking for the making and keeping Navigable of the River Stort aforesaid or any Matter or Thing relating to or concerning the same **And this Indenture further Witnesseth** that in consideration of the premises the said George Jackson **Hath** remised released and quit claimed and by these presents **Doth** Remise release and Quit Claim unto to the said Samuel Barrington his Heirs Executors and Administrators **All** and all manner of Actions and Suits Cause and Causes of Action and Suit Accounts Reckonings Claims and Demands whatsoever which against him the said Samuel Barrington the said George Jackson ever had or now hath which against him the said Samuel Barrington his Heirs Executors or Administrators the said George Jackson his Heirs Executors or Administrators would could or might otherwise thereafter have for or by reason or means or on account of the said Navigation or Undertaking for the Making and keeping Navigable of the River Stort or any Matter or thing relating to or concerning the same **And** the

said George Jackson for himself his Heirs Executors and Administrators doth covenant promise and agree to and with the said Samuel Barrington his Heirs Executors and Administrators by these presents that he the said George Jackson his Heirs Executors or Administrators or some or one of them shall and will from time to time and at all times thereafter well and sufficiently save defend keep harmless and indemnify the said Samuel Barrington his Heirs Executors and Administrators and any or every of them and his and their respective lands and Tenements Goods and Chattels off from and against all such Loss Costs Charges Damages and Expenses as he or they respectively shall or may or would should or might otherwise suffer sustain expend or be subject or liable to for or by reason or means or on account of the said Navigation or Undertaking for the making and keeping navigable of the River Stort or any Matter or Thing relating to or concerning the same (Other than and except such Loss Costs Charges Damages and Expenses as shall happen to be occasioned by or by reason or means of any Breach of the Covenant herein before on his or their part contained **In Witness** whereof the said Parties to these Presents have hereunto set their Hands and Seals the day and year first above written.

sig: Saml  Barrington

sig: Geo  Jackson

*Note: £2150 in 1770 = £232,000 in 2010
£2250 in 1786 = £227,000 in 2010*

Behoof = to the benefit of