

CRT Deed No 179

Dated 19th April 1787

George Jackson Esqr
to
George Brooks Esqr

Release of the Navigation
of the River Stort in the
Counties of Hertford and...
Essex by way of Mortgage for
securing £7000 and Interest

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

I do hereby certify that a Memorial of the within Deed was registered
(pursuant to an Act of Parliament made for that purpose) at ffive of the
Clock in the afternoon of the twenty sixth day of April 1787 233 No 258

sig: Richd #####
Dep. Reqr

Received the day and year first within written of }
and from the within named George Brooks the } £ 7000
sum of Seven Thousand Pounds being the }
consideration money within mentioned to be by }
him payable to me

Witness sig: Rich Lloyd sig: Geo Jackson
sig: J W Kirton

Sealed and delivered by the within named
George Jackson and Grace his wife
in the presence of

sig: Rich Lloyd
sig: J W Kirton

Sealed and delivered by the within named
George Brooks in the presence of us

sig: J W Kirton
sig: Robt Walters

This Indenture made the Nineteenth day of April in the twenty seventh Year of the Reign of our Sovereign Lord George
the Third by the Grace of God of Great Britain ffrance and Ireland King Defender of the ffaith and

so forth and in the year of our Lord One thousand seven hundred and eighty seven **Between**

George Jackson of Old Palace Yard in the parish of St Margaret Westminster in the County of Middlesex Esquire and Grace his wife of the one part and George Brooks of Green Street Grosvenor Square in the parish of Saint George Hanover Square in the County of Middlesex Esquire of the other part **Whereas** by an Act of Parliament made and passed in the sixth year of the Reign of his present Majesty intituled “**An Act** for making and continuing navigable the River Stort in the Counties of Hertford and Essex” After reciting that by an Act passed in the Thirty second year of the Reign of his late Majesty King George the Second Intituled “An Act for making the River Stort navigable in the Countys of Hertford and Essex from the new bridge in the Town of Bishop Stortford into the River Lee near a place called the Rye in the County of Hertford” It was enacted that the several persons in the said Act named should be Commissioners for making the said River Stort navigable and for putting the said Act into execution by such ways and means in such manner and with such powers and Authorities vested in them the said Commissioners for that end and purpose as in the said Act were given and directed and after further directing that after the passing the said Act the said Commissioners had in pursuance thereof had several Meetings in order to put the same into execution but from the difficulty of procuring the Loan of a sufficient sum of money upon the Security in the said Act provided for carrying on and compleating the said Navigation and from other causes of impediment appearing to the said Commissioners no progress had thitherto been made to effect the said Navigation and the said Act had proved wholly ineffectual for that purpose and after further reciting that a proposal had been made to the said Commissioners by Charles Dingley of Hampstead in the said County of Middlesex Esquire on the behalf of himself and the said George Jackson and William Masterman Esquire that in case the said Commissioners would concur in the obtaining another Act of Parliament whereby the said Charles Dingley George Jackson and William Masterman should be invested with such powers and Authorities as thereinafter mentioned and that such Tolls and Duties as thereinafter enumerated should be vested in them the said Charles Dingley George Jackson and William Masterman their Heirs and Assigns as a consideration that they would undertake at their own Expense (Exempt from all expenses thentofore incurred) and risque the making supporting maintaining and rendering effectual the said Navigation in such complete and substantial manner and subject to such methods and Restrictions as were contained in the said former and that present Act And that the said Navigation should be so perfected within ffive years after the passing of the now reciting Act and after further reciting that the said Commissioners being of opinion that the said recited Act as it then stood could not be carried into execution or the said Navigation otherwise effected than by private undertaking and having duly considered the said proposal had approved thereof and agreed to concur with the said Charles Dingley George Jackson and William Masterman in obtaining the said Act of Parliament to effectuate the said proposal and undertaking It was therefore by the now reciting Act among other things Enacted that the said Charles Dingley George Jackson and William Masterman their heirs and assigns should be and were thereby nominated and appointed Undertakers of the said Navigation and were thereby authorized and impowered and should have full power and Authority by virtue of the now reciting Act at their own Costs Charges and Risque and for their own benefit by themselves their Deputies Agents Officers Workmen Servants and Assistants to make and keep the River Stort Navigable for Boats and other Vessels 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 by such ways and means in such manner and with such powers and authorities vested in them for that end and purpose as in the said now reciting Act are given and directed (*space*) And it was thereby further enacted that it should and might be lawful to and for the said Undertakers their Heirs or Assigns or such person or persons as they or any two of them should for that purpose appoint and no others – from time to time and at all times thereafter to ask demand recover and take to and for the proper use and behoof of them the said Undertakers their Heirs and Assigns in respect of their Charges and Expenses aforesaid for all and every or any Goods Wares Merchandizes Commodities or other things whatsoever that should be carried or conveyed in any Boat Barge or other vessel 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 (over and besides what should or might be paid for the ffreight or carriage thereof) as the said Undertakers their Heirs or Assigns should think fit not exceeding the several Rates and Duties thereinafter mentioned that is to say For every quarter of Wheat Rye Beans or Pease – sixpence For every quarter of Malt or Oats ffourpence For every quarter of Barley or any other sort of grain not

before enumerated five pence For every Sack of Meal or floure containing five bushels fourpence For every Chaldron of Coals Culm or Cinders two shillings and sixpence and so in proportion for any greater or less quantities of the Goods and Commodities aforesaid

For every Chaldron of Lime two shillings and sixpence and so in proportion for any greater or less Quantity than a Chaldron for every ton of Oil Cakes Malt Dust Pigeon Dung or other manure of any kind whatsoever the sum of one shilling and six pence and so in proportion for any greater or less quantity than a Ton **And** for every ton of Goods Wares Merchandizes or Commodities whatsoever not before enumerated two shillings and sixpence and so in proportion for any greater or less weight than a ton the same Rates and Duties to be paid at such place or places near the said River and in such manner as the said Undertakers their Heirs or Assigns or any two of them should think fit and powers are by the said now reciting Act given to the said Undertakers their Heirs and Assigns to sue for and compel payment of the Tolls Rates and Duties aforesaid in case of refusal neglect or denial of payment thereof **And it was thereby further Enacted** that for the more easy and effectual execution of that Act such part of the said river as was thereby intended to be made navigable should for the purpose therein aforesaid be deemed and taken to be within the said County of Essex and it was further enacted that it should and might be lawful to and for the said Undertakers to raise and contribute equally among themselves a competent sum of money for making the said River Stort navigable from the River Lee to or near the said Town Mill of Bishop Stortford aforesaid and for the other purposes of the said Act **And** that the same should be divided into three equal shares and no proprietor in such Navigation should be a proprietor of less than one share **And it was thereby further Enacted** that the said three shares should be and were thereby vested in the said Undertakers their Heirs and Assigns as and in the nature of a Tenancy in common to their and every of their proper Use and Behoof **And** they the said Undertakers their Heirs and Assigns should be intitled to the intire and neat 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 raised levied or recovered by Authority of the said Act and such Share and Shares should be vested in the said Undertakers their Heirs or Assigns respectively as real Estates and should be Bargained Sold Aliened and disposed of as such from time to time by the Owners and Proprietors thereof 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 or Effect following that is to say “ I, A B in consideration of (space) paid to me by CD so hereby bargain sell and transfer unto the said C D his heirs and assigns (space) of the Undertaking of the Navigation of the River Stort in the Counties of Hertford and Essex Subject to such Terms and Conditions as I hold the same immediately before the execution hereof **And** I C D do hereby agree to accept the same (space) subject to the same Terms and Conditions **And it was further Enacted and Declared** that for the security as well of the said purchasers as of the said Undertakers such Instrument or Writing of sale and also a Duplicate or Counterpart thereof should be executed both by the seller and purchaser thereof and should be delivered to the Clerk or Clerks provided by the said Undertakers for the time being to be filed and kept for the use of the Undertakers and until such Duplicate or Counterpart should be so delivered such purchaser or purchasers should have no part or share of the profits of the said Navigation paid unto him her or them and such clerk or clerks was or were thereby required to enter such Duplicate or Counterpart in a Book or Books to be kept for that purpose **And whereas** the said Charles Dingley Dingley is since dead having first made and duly published his last Will and Testament in Writing bearing date the seventeenth day of October One thousand seven hundred and sixty nine executed in the presence of four witnesses whereby he gives several pecuniary legacies to divers persons and subject thereto and to all just demands he willed and bequeathed to his Son in Law John Smith Meggott the residue and whole of which he should die possessed of and appointed the said John Smith Meggott Sole Executor of his said Will who hath duly proved the same in the proper Ecclesiastical Court and paid or otherwise satisfied the said several legacies thereby

given **And Whereas** the said John Smith Meggott by a certain Instrument in Writing bearing date the fifth day of March one thousand seven hundred and seventy made and executed according to the form mentioned in the said hereinbefore recited Act did in consideration of the sum of two thousand one hundred and fifty pounds therein mentioned to be paid to him by the Honourable Samuel Barrington Bargain Sale 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 said recited Act was vested – in the said Charles Dingley subject to such Terms and Conditions as he held the same immediately before the Execution thereof and a Duplicate of the said Transfer was delivered to and duly filed with the Clerk of the said Navigation and by him entered in a Book pursuant to the Direction of the said recited act

duly executed

And whereas by a certain Deed Poll ^ bearing date the fifth day of March One thousand seven hundred and seventy the said Samuel Barrington declared that a Moiety of the said Share of the said Navigation so 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 his heirs and assigns subject to the terms and conditions aforesaid **And whereas** by Indentures of Lease and Release and Assignment bearing date respectively the thirteenth and fourteenth days of December one thousand seven hundred and eighty six and made or expressed to be made between the said Samuel Barrington by the name and description of The Honourable Samuel Barrington Vice Admiral of the White on the one part and the said George Jackson of the other part after reciting to the effect hereinbefore recited and that the said George Jackson had contracted 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 said Navigation and of all the Estate and Interest therein at the price or sum of two thousand two hundred and fifty pounds and that he the said George Jackson had requested the said Samuel Barrington to release and convey to him and his Heirs and Assigns the other moiety of the said third part or share which he the said Samuel Barrington stood seised of as a trustee for him the said George Jackson It was witnessed that for the considerations therein mentioned He the said Samuel Barrington did Grant Bargain Release and Confirm all that the said third part or Share then late of the said Charles Dingley afterwards of the said John Smith Meggott and sold and transferred to him the said Samuel Barrington as aforesaid under or by virtue of the said therein and hereinbefore recited Act of Parliament or otherwise howsoever of and in the said Navigation or Undertaking and of and in all Lands Grounds Houses Erections Buildings Bridges Sluices Stanches Locks floodgates Weirs Dams Winches Landing Places fences 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 the said recited Act and of and in all other the Profits and Advantages of the said Navigation or Undertaking and all the Estate right and Interest of the said Samuel Barrington in the premises unto and to the use of the said George Jackson his heirs and assigns for ever and it is thereby further witnessed that for the considerations thereinbefore mentioned the said Samuel Barrington did Grant Bargain Sell Assign Transfer and set over all Boats Barges with their tackle furniture and apparel Coals Goods and Chattels and parts and shares of Boats Barges Coals Goods and Chattels upon about or belonging to the said River Stort and the Navigation thereof or the Warehouses Erections or Buildings Lands and 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 sums thereby secured and all other Debts or Sums owing to the said Undertakers in respect of the said Navigation with full power to put in Suit 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 and interest of the said Samuel Barrington in the premises unto the said George Jackson his Administrators and Assigns for ever **And whereas** by Indentures of Lease and Release and Assignment bearing date respectively the twenty fifth and twenty sixth days of May in the said year of our Lord One thousand seven hundred and eighty six and made or expressed to be made between the said William Masterman of the one part and the said George Jackson of the other part for the considerations therein mentioned he the said William Masterman did Grant Bargain Sell Release and confirm

under and by force or virtue of the said recited Act or otherwise howsoever

the third part or share of him the said William Masterman ^ of and in the Navigation or Undertaking for the making and keeping navigable of the River Stort in the said Counties of Hertford and Essex of and in all Lands Grounds Houses Erections Buildings Bridges Sluices Stanches Locks floodgates

Wears Dams Winches Landing places fences weighbeams cranes engines and other works whatsoever of or belonging to the said Navigation or Undertaking and of and in all and singular the tolls rates and duties granted imposed or made payable by virtue of the said recited Act and of and in all other the Profits and Advantages of the said Navigation or Undertaking and all the Estate right and Interest of the said William Masterman in the premises unto and to the use of the said George Jackson his heirs and assigns for ever and the said William Masterman for the considerations aforesaid did thereby Grant Bargain Sell Assign Transfer and set over all Boats Barges with their tackle ffurniture and apparel Coals Goods and Chattels and parts and shares of Boats Barges Coals Goods and Chattels in upon or 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 sums of money thereby secured and all other debts or sums of money 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 William Masterman his

Executors or Administrators And all the Right Interest of him the said William Masterman in the premises unto the said George Jackson his Executors Administrators and Assigns and a Duplicate of the said last recited Indentures of Lease and Release and Assignment or Transfer was delivered to and duly filed with the Clerk of the said Navigation and by him entered in a Book pursuant to the said recited Act **And whereas** the said George Jackson hath occasion to take up at Interest the sum of Seven thousand pounds and hath applied to the said George Brooks to lend him the same which hath agreed to do upon having the same secured with interest upon All the aforesaid Navigation to which the said George Jackson is now solely intitled **And whereas** at the time of the treaty for the said Loan It was agreed that the said George Jackson should convey the said Navigation to the said George Brooks by an Instrument in Writing in the form prescribed by the aforesaid recited Act in that behalf and that after the execution thereof the said George Jackson should execute to the said George Brooks a Deed of Confirmation of the said Navigation and everything thereto belonging so as to make the same redeemable on payment to the said George Brooks of the Sum of Seven thousand pounds with Interest thereon after the rate of ffive pounds per cent per annum **And whereas** in pursuance of the said recited Agreement the said George Jackson hath by an Instrument in Writing under the Hand and Seal as well of himself as of the said George Brooks signed sealed and delivered in the presence of and attested by two witnesses and bearing even date with these presents for consideration of Seven thousand pounds paid to him the said George Jackson by the said George Brooks Bargained Sold and transferred unto the said George Brooks his heirs and assigns All the Undertaking of the Navigation of the River Stort in the Counties of Hertford and Essex Subject to such Terms and Conditions as he the said George Jackson held the same immediately before the execution thereof And He the said George Brooks did thereby agree to accept the same Undertaking Subject to the same Terms and Conditions and pursuant to the directions of the said recited Act the said last recited Instrument or Writing of Sale and also a Duplicate or Counterpart thereof executed by the said George Jackson and George Brooks have been delivered to Thomas Lloyd Esquire the present Clerk of the said Navigation to be filed and kept for the use of the Undertaker or Undertakers of the said Navigation for the time being and the same Clerk hath entered such Duplicate or Counterpart in a Book kept for that purpose **Now this Indenture Witnesseth** that for and in consideration of the sum of Seven thousand pounds of lawful money of Great Britain for him the said George Jackson in hand well and truly paid by the said George Brooks at or before the sealing and delivery of these presents the receipt whereof he the said George Jackson doth hereby acknowledge and thereof and of and from every part thereof doth acquit release exonerate and discharge the said George Brooks his Heirs Executors Administrators and Assigns and

every of them for ever by these presents he the said George Jackson **Hath** Granted Bargained Sold Released ratified and confirmed and by these presents **Doth** grant Bargain Sell Release Ratify and Confirm unto the said George Brooks (in his actual possession now being by virtue a Bargain and Sale to him thereof made by the said George Jackson for ffive shillings consideration by Indenture bearing date the day next before the day of the date of these presents for one whole year commencing from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of the Statute made for transferring uses into possession) and to his heirs and assigns **All that** the said Navigation or Undertaking for making and keeping Navigable of the River Stort in the said Counties of Hertford and Essex or one of them **And Also All** Lands Grounds Houses Erections Buildings Bridges Sluices Stanches Locks ffloodgates Wears Dams Winches Landing places fences weighbeams cranes engines and other works whatsoever of or belonging to the said Navigation or Undertaking And all and singular the Tolls Rates and Duties granted imposed or made payable by or by virtue of the said recited Act And all and other the Profits and Advantages of the said Navigation or Undertaking And all the Estate Right and Interest of him the said George Jackson in the premises And all Deeds Evidences Books Papers Writings Escripts and Muniments touching or in any wise concerning the said Navigation or Undertaking now in the Custody or Power of him the said George Jackson or which he may or can come to or by without Suit at Law or in Equity **To have and to hold** the said Navigation or undertaking Lands Grounds Buildings Tolls Rates and Duties and all and singular other the premises hereinbefore mentioned or intended to be hereby Granted and Released Ratified and Confirmed with their and every of their Appurtenances unto the said George Brooks his Heirs and Assigns **To** the only proper use and behoof of the said George Brooks his Heirs and Assigns for ever subject nevertheless to such Terms and Conditions as the said George Jackson held the same subject to immediately before the execution of these presents and also subject to the proviso or condition for redemption hereinafter contained And for the better and more effectually conveying and assuring the said Navigation or Undertaking and premises mentioned to be hereinbefore granted and released unto and to the use of

The said George Brooks his Heirs and Assigns for ever but Subject to redemption as hereinafter mentioned The said George Jackson doth hereby for himself his Heirs Executors and Administrators and for the said Grace his wife Covenant and Agree with the said George Brooks his Heirs and Assigns that they the said George Jackson and Grace his wife shall and will at the costs and charges in the law of him the said George Jackson his Heirs Executors or Administrators before the end of Easter Term next ensuing the date hereof or of some other subsequent Term acknowledge and lay before his Majesty's Justices of the Court of Common Pleas at Westminster one or more ffine or ffines **Sur Conusance de droit come ceo &c** with proclamations according to the form of the statute in that case made and provided and the usual course of ffines with proclamations in such cases accustomed unto the said George Brooks and his Heirs of All the said Navigation or Undertaking Tolls Rates and Duties Lands Grounds Buildings and Hereditaments hereby Granted and Released Ratified and confirmed by such apt and convenient named quantities qualified numbers of acres and other descriptions to comprise the same as shall be thought meet which said ffine or ffines it is hereby declared and agreed by and between the said parties hereto shall be and enure unto and for the only proper use and behoof of the said George Brooks his Heirs and Assigns for ever subject to the proviso for redemption hereinafter contained and to or for no other use intent or purpose whatsoever **Provided always** nevertheless And it is hereby declared by and between the said parties to these presents the said George Brooks doth hereby for himself his Heirs Executors and Administrators Covenant promise and agree with the said George Jackson his Heirs Executors and Administrators and Assigns that if the said George Jackson his Heirs Executors or Administrators shall and do well and truly pay or cause to be paid unto the said George Brooks his Executors Administrators or Assigns the full and just sum of Seven thousand pounds of lawful money of Great Britain together with Interest for the same at and after the rate of five pounds for each one hundred pounds by the year on the

Nineteenth (*sic*) day of October next ensuing the date of these presents without any deduction defalcation or abatement out of the same or any part thereof for in respect of any charges assessments payments or other cause matter or thing whatsoever taxed charged or imposed or to be taxed charged or imposed upon the aforesaid premises or any of them or upon or upon the said George Brooks his Heirs Executors Administrators or Assigns or any of them in respect thereof by Authority of Parliament or otherwise howsoever then and in such case and at any time thereafter he the said George Brooks his Heirs Executors Administrators and Assigns respectively shall and will upon the request and at the costs and charges of the said George Jackson his Heirs Executors Administrators or Assigns convey and assign or cause to be conveyed and assigned unto the said George Jackson his Heirs Executors Administrators or Assigns respectively or unto such other person or persons as he or they shall for that purpose nominate and appoint all and every the said Navigation or Undertaking and all and singular other the Hereditaments and premises by the said Instrument in writing of even date herewith Bargained Sold and Transferred and hereby or mentioned or intended to be hereby Granted Conveyed Assigned Ratified and Confirmed as aforesaid free from all incumbrances made or done or to be made or done by the said George Brooks his Heirs Executors and Administrators or Assigns or of or by any other person or persons claiming or to claim under or in trust for him them or any of them anything herein contained to the contrary thereof in any wise notwithstanding (And then one Bond or Obligation bearing even date herewith and made and entered into by the said George Jackson to the said George Brooks for better securing the repayment of the said sum of Seven thousand pounds and interest in manner aforesaid shall be delivered up to be cancelled) **And** the said George Jackson for himself his Heirs Executors and Administrators doth Covenant promise and agree to and with the said George Brooks his Heirs Executors and Administrators and Assigns by these presents in manner following (that is to say) that the said George Jackson his Heirs Executors or Administrators shall and will well and truly pay or cause to be paid unto the said George Brooks his Executors Administrators or Assigns the said sum of Seven thousand pounds together with interest for the same at the rate and time and in manner and form aforesaid without any deduction or abatement for taxes or as aforesaid according to the true intent and meaning of these presents **And further** that it shall and may be lawful to and for the said George Brooks his Heirs Executors and Administrators and Assigns respectively from time to time and at all times from and after default shall happen to be made of or in payment of the said sum of Seven thousand pounds and interest or any part thereof contrary to the form and effect of the aforesaid proviso and Covenant for payment of the same and the true intent and meaning of these presents peaceably and quietly to enter into and upon and to have hold and to occupy possess and enjoy the said Navigation and Undertaking and other the Hereditaments and premises hereby or mentioned or inscribed to be

Hereby Granted Conveyed and Assigned respectively as aforesaid and to receive and take the Tolls Rates and Duties Rents Issues and profits thereof and of every part thereof to and for his and their own use and benefit without the lawful let suit trouble denial eviction or interruption of or by the said George Jackson his Heirs Executors Administrators or Assigns or of or by any other person or persons whomsoever And that free and clear and freely and clearly acquitted exonerated and discharged or otherwise by the said George Jackson his Heirs Executors or Administrators well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other gifts Grants Bargains Sales Jointures Powers Title of Dower Wills Intails Statutes Recognizances Judgements Extents Executions and of from and against all and singular other Estates Titles Troubles Charges and Incumbrances whatsoever had made done committed occasioned or suffered or to be had made done committed occasioned or suffered by the said George Jackson His Heirs Executors Admors or Assigns or any of them or any other person or persons whomsoever **And Moreover** that the said George Jackson his Heirs Executors or Administrators and all and every other person or persons having or lawfully claiming or who shall or may have or lawfully claim any Estate Right Title Trust or Interest of in to or out of the said Navigation and Undertaking and other the hereditaments and premises

hereby or mentioned or intended to be hereby Granted and Conveyed Ratified and Confirmed respectively or any of them or any part of them shall and will from time to time and at all times from and after default shall happen to be made of or in payment of the said sum of Seven thousand pounds and interest or any part thereof contrary to the form and effect of the aforesaid proviso and Covenant for payment of the same upon every reasonable request and at the costs and charges in the law of the said George Brooks his Heirs Executors Administrators or Assigns make do acknowledge levy suffer and execute or cause or procure to be made done or acknowledged levied suffered and executed all and every such further and other lawful and reasonable Acts Deeds and things Deviced Conveyanced and Assuranced in the law whatsoever for the further better more perfect and absolute Granting Conveying Assigning and Assuring Ratifying and Confirming of the said Navigation and undertaking Tolls Rates and Duties and all and singular other the Hereditaments and Premises hereby or mentioned or intended to be hereby Granted Conveyed and Assigned Ratified and Confirmed with their and every of their Appurtenances unto him the said George Brooks his Heirs Executors Administrators and Assigns for and during the respective Estates Terms and Interests therein hereinbefore or mentioned or intended to be hereinbefore Granted and Assigned Ratified and Confirmed respectively as aforesaid subject nevertheless to such Terms and Conditions as the same were subject to at or immediately before the execution of these presents freed and absolutely discharged of and from the aforesaid proviso or agreement and all other provisoes or agreements for redemption of the premises or any part thereof and all equity thereupon as by the said George Brooks his Heirs Executors Administrators or Assigns or his or their their Council learned in the law shall be reasonably advised or devised and **And** it is hereby declared and agreed by and between the said parties to these presents that in the mean time and until Default shall happen to be made of or in payment of the said sum of seven thousand pounds or any part thereof or of the interest thereof or of any part thereof contrary to the form and effect of the aforesaid proviso and Covenant for payment of the same it shall and may be lawful to and for the said George Jackson his Heirs Executors Administrators and Assigns respectively peaceably and quietly to leave hold and enjoy all and singular the said Navigation or Undertaking and all and similar other the hereditaments and premises hereby or mentioned or intended to be hereby Granted Conveyed and Assigned Ratified and Confirmed and to receive and take the Tolls Rates and Duties Issues and Profits thereof and of every part thereof to and for his and their own use and benefit without the lawful let suit trouble or interruption of the said George Brooks his Heirs Executors Administrators or Assigns or of or by any other person or persons lawfully claiming or to claim by from or under him them or any of them **And Whereas** the Right Reverend ffather in God John by Divine Permission Lord Bishop of Rochester Dean of the Collegiate Church of Saint Peter in Westminster and the Chapter of the same Church by their Indenture of Lease under their Common Seal duly executed bearing date on or about the twenty sixth day of february which was in the year of our Lord one thousand seven hundred and eighty two Did Demise Grant and to fform let unto the said George Jackson All that their piece or parcel of Ground and the two new Brick Messuages or Tenements thereupon erected and built situate lying and being in Old Palace Yard in Westminster aforesaid abutting east on Old Palace Yard aforesaid and containing there in front from north to south sixty three feet and nine inches of Assize or thereabouts abutting west on the Garden Wall belonging to the prebendal house late in the occupation of the Reverend Doctor Hoare and now in the occupation of Mr Burrow and containing there in breadth from north to south thirty three feet eight inches of Assize little more or less abutting north on Ground and and Buildings demised severally by Anthony Fell and Phillip Dumaresq Esquire and others and containing there in several dimensions in depth from east to west One hundred and twenty three feet

Eight inches of Assize little more or less abutting south on Ground and Buildings in the tenure of Sir James Langham baronet and containing there in depth from east to west One hundred and twenty three feet of Assize little more or less which said premises are more particularly described in the plan thereto annexed Together with all other Houses Buildings Sheds Cellars Sollars Ways Waters

Easements and appurtenances whatsoever to the said piece or parcel of Ground Messuages or Tenements and premises belonging or in any wise appertaining **To hold** the same unto the said George Jackson his Executors Administrators and Assigns from the feast of St Michael the Archangel then last part unto the full end and term of forty years from thence next following and fully to be compleat and ended at and under such yearly rent and subject to the performance of such Covenants Provisoes and Agreements as in the said Indenture of Lease are contained and in the said Indenture of Lease is contained a Covenant on the part and behalf of the said George Jackson his Heirs Executors Administrators and Assigns to the effect following (that is to say) that it should not be lawful to any the Executors Administrators or Assigns of the said George Jackson after his decease Cessation Grant or Dimission which soever it should be the said Messuages or Tenements and other the premises with their Appurtenances or any part thereof to enter or in any wise to occupy the residue of the years of the said term without a new Grant of the said Dean and Chapter or their Successors of the residue of the years of the term aforesaid therein then to come and unexpired in form of all the Covenants in the now reciting Indenture contained within two months next after such decease cessation Grant or Dimission which soever it should be made or to be made to the said Executors Administrators or Assigns or to one of them in his and their own proper name or names under the Common Seal of the said Dean and Chapter after the custom used with the fees accustomed under pain of loss and forfeiture of his and their claim and estate of and in the premises during the said term as in and by the said in part recited Indenture of Lease reference thereunto being had will more fully and at large appear **Now this Indenture further Witnesseth** that for the consideration aforesaid and for the further and better securing the repayment of the said Seven thousand pounds and interest or any part thereof he the said George Jackson doth hereby for himself his Heirs Executors and Administrators Covenant Promise and Agree to and with the said George Brooks his Executors Administrators and Assigns that he the said George Jackson his Executors or Administrators shall and will upon the request of the said George Brooks his Executors Administrators or Assigns but at the proper costs and charges of the the said George Jackson his Heirs Executors or Administrators make application to use his and their utmost endeavours to obtain from the said Dean and Chapter of Westminster or their successors a new Lease of the said Messuages and Tenements and other the premises comprised in the said hereinbefore recited Indenture of Lease in the name of the said George Brooks his Executors or Administrators for and during all the residue then to come and unexpired of the said term of forty years in form of all the covenants in the said hereinbefore recited Indenture of Lease contained **And Also** shall and will at his and their own costs and charges from time to time and at such times and in such manner as the Lease of the said demised premises hath been usually renewed during so long time as the said sum of Seven thousand pounds or any part thereof shall continue at interest upon the said hereinbefore recited Security make application to the said Dean and Chapter or their Successors and use his and their utmost endeavour to obtain in form aforesaid in the name of the said George Brooks his Executors Administrators or Assigns a renewal of the Lease for the time being of the said Messuages or Tenements and Premises for a further Term of Forty Years or for so many years as the said Dean and Chapter or their Successors shall be willing to grant the same all which renewed leases as well as the present subsisting lease until the same shall be renewed shall be vested in the respective lessees thereof for the purpose of securing the repayment of the said sum of Seven thousand pounds and Interest unto the said George Brooks his Executors Administrators and Assigns and subject to the like proviso for redemption as is hereinbefore contained **And lastly** the said George Brooks doth hereby for himself and his Heirs Executors and Administrators Covenant promise and agree to and with the said George Jackson Executors Administrators and Assigns That the said George Brooks his his Executors Administrators or Assigns shall and will from and immediately after the payment of the said sum of seven thousand pounds and interest in tax the said Messuages or Tenements and premises contained in the said hereinbefore recited Indenture of Lease shall then be vested in him or them by virtue of any Lease procured in pursuance of the Covenants hereinbefore for that purpose contained upon the request and at the costs and charges of the said George Jackson his Executors Administrators or Assigns Assign and Assure or raise or procure to be assigned and assured unto the said George Jackson his Executors Administrators or Assigns or unto such other person or person (*sic*) as he or they shall appoint all and every the said Messuages and Tenements and premises contained in the said hereinbefore recited Indenture of Lease with their and every of their appurtenances for and during all the residue and remainder of such estate term and interest as

he the said George Brooks his Executors Admors or Assigns shall then have therein **In Witness** whereof the said parties to these presents have hereunder set their hands and seals the day and year first above written

sig: Geo  Jackson

sig: Grace  Jackson

sig: Geo  Brooks

Note: £7000 in 1787 = £694,000 in 2010

Behoof = to the benefit of

Enure: in law, to come into use or power.

Chaldron = 25½ cwts

