

CRT Deed No 180

Dated 10<sup>th</sup> May 1791


George Dingley Meggott Esqr	}	
to	}	Release
George Jackson Esqr	}	

**This Indenture** made this tenth day of May one thousand seven hundred and ninety one in the thirty first year of the Reign of our Sovereign Lord George the third by the Grace of God of Great Britain France and Ireland Defender of the Faith and so forth **Between** George Dingley Meggott of Nicholas Lane London Gentleman -----the son and heir at law of Susanna Meggott late the wife of John Smith Meggott Esquire and which said Susanna Meggott was the only daughter and heir at law of Charles Dingley Esquire deceased hereafter particularly named of the one part and George Jackson of Old Palace Yard Westminster 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 intitled "An Act for making and continuing Navigable (sic) "the River Stort in the Counties of Hertford and Essex" After reciting as therein is recited It is enacted among other things that the said Charles Dingley and George Jackson and William Masterman Esquires therein described Their Heirs and Assigns should be and they were thereby appointed Undertakers of the said Navigation and authorized and empowered by virtue thereof at their own Costs Charges and Risk by themselves their Deputies Servants or Assigns to make and keep the said River Stort navigable from the River Lea near a place called the Rye to or near a certain Mill called the Town Mill in Bishop Stortford by such ways and means and with such powers and authorities as were thereby given and directed **And** it is thereby further enacted that it should be lawful 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 to ask demand recover and take for the proper use of the said Undertakers their Heirs or Assigns in respect of the Charges and Expences aforesaid for all and every or any Goods Wares Merchandises and Commodities or other things whatsoever that should be carried or conveyed in any Boat Barge or other Vessel in upon to or from any part of the said River Stort between the said River Lea and to or near the said Town Mill in Bishop Stortford foresaid such rates and duties for the same over and besides what should or might be paid for the freight thereof as the said Undertakers their Heirs or Assigns should think fit not concerning the several sums of Money for the several quantities of Goods Wares Merchandises and Commodities therein mentioned to be paid at such 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 with powers to the said Undertakers their Heirs and assigns to sue for and compel payment of the said Rates **And** it is further enacted that it should be lawful for the said Undertakers to raise and contribute equally among themselves a competent sum of money for making the River Stort Navigable and for the purposes of the said Act and that the same should be divided into three equal shares and no proprietor for the said Navigation should be a proprietor of less than one share **That** the said shares should be and were thereby vested in the said Undertakers as or in the nature of a Tenancy in Common To their and every of their proper use **And** that they 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 accrue by means of the Money to be collected raised levied or recovered by Authority of the said Act and such share or shares should be invested in the said undertakers their Heirs and Assigns respectively as real estates and should be Bargained Sold Alienated 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 Executed in the presence of and attested by two or more witnesses of the form Tenor and effect therein mentioned **And Whereas** the said Charles Dingley departed this life (space) having first made and duly published his last will and testament in writing in the presence of four witnesses and thereby after giving several pecuniary legacies and subject thereto and to all just demands he willed and Bequeathed to his son in law John Smith Meggott Esquire 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 duly proved the same in the proper Ecclesiastical Court and the said Charles Dingley died without altering his said will leaving the said Susanna the wife of the said John Smith Meggott his only daughter and heir at law **And Whereas** the said George Jackson on the behalf of himself and the Honourable Samuel Barrington with the privilege and consent of the same Susannah Meggott contracted and agreed with the said John Smith Meggott for the absolute purchase of all the share Right Title and Interest late of the said Charles Dingley of and in the Undertaking of the said Navigation at or for the price of Two thousand one hundred and fifty pounds and by an Instrument in writing bearing date the fifth of March one thousand seven hundred and seventy executed according to the form mentioned in the said recited Act the said John Smith Meggott in consideration of Two thousand one hundred and fifty pounds paid to him by the Honourable Samuel Barrington did bargain sell and transfer to 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 was vested in the said Charles Dingley subject to such Terms and Conditions as he held the same immediately before the Execution thereof **And Whereas** by another testament of the same date with the proceeding the said Samuel Barrington declared that a

**Moiety** of the said share of the said Navigation so sold to him as aforesaid and held by him on account of and for the use 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 between the said Samuel Barrington of the one part and the said George Jackson of the other part **After reciting** to the Effect before recited and taking Notice that the said George Jackson has contracted with the said the said Samuel Barrington for the purchase of his moiety of the third part of the said Navigation for Two thousand one hundred and fifty pounds and that the said George Jackson had requested the said Samuel Barrington to release and convey to him the other moiety of the said third part which he stood seized of as a Trustee to the said George Jackson **It is Witnessed** that the said Samuel Barrington in consideration of Two thousand one hundred and fifty pounds paid to him by the said George Jackson **Did Grant Bargain Sell Release and Confirm** the said third part or share of the said Navigation then late of the said Charles Dingley sold and transferred to him by the said John Smith Meggott as aforesaid with all the Lands Grounds Houses Erections and Buildings and Works thereto belonging **And All** the Tolls Rates and Duties granted or made payable by the said recited Act **To hold** unto and for the use of the said George Jackson his Heirs and Assigns **And whereas** doubts have arisen whether the real estates of the said Charles Dingley passed by his said Will to the said John Smith Meggott **And Whereas** the said Susanna Meggott departed this life in the year (space) leaving the said George Dingley Meggott her eldest son and heir at law **And whereas** since the date of the said transfer so made by the said John Smith Meggott to the said Samuel Barrington the said George Jackson has laid out and expended in making continuing and improving the said Navigation divers large sums of money which greatly exceed the value of the share so transferred **And Whereas** the said George Dingley Meggott having lately attained the age of twenty one years the said George Jackson in order to remove all doubts concerning his Title to the said third part of the said Navigation late of the said Charles Dingley has applied to the said George Dingley Meggott to satisfy and confirm the transfer so made as aforesaid by the said John Smith Meggott his father which the said George Dingley

Meggott has consented to do on a full consideration of the several matters and things before stated **Now this Indenture therefore Witnesseth** that in pursuance of the said agreement and in consideration of the premises and for removing all doubts and difficulties relating to the title of the said George Jackson to the third part of the said Navigation so transferred by the said John Smith Meggott as aforesaid and for ratifying and confirming the same to the said George Jackson and for and in consideration of the sum of ten shillings of lawful money of Great Britain to the said George Dingley Meggott in hand well and truly paid by the said George Jackson at or before the sealing and delivering of these presents the receipt whereof is hereby acknowledged by the said George Dingley Meggott **Hath** Granted Bargained Sold Released Ratified and Confirmed and by these presents **Doth** Grant Bargain Sell Release ratify and Confirm unto the said George Jackson his heirs and assigns (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said George Dingley Meggott for five 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 for transferring uses into possession **All** that the third part or share formerly of the said Charles Dingley (and transferred to the said George Jackson as aforesaid) or intended so to be 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 Floodgates Weirs Dams Winches Landing Places Fences Winch Beams Cranes Engines and other Works whatsoever of or belonging or in anywise 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 **And all** the Estate Right Title Interest Share Use Trust Property Claim and Demand whatsoever as well legal as equitable of him the said George Dingley Meggott of in to or out of the said Navigation or Undertaking Lands Grounds Houses Erections Buildings Bridges Sluices Stanches Locks Floodgates Weirs Dams Winches Landing Places Fences Winch Beams Cranes Engines and other Works Tolls Rates Duties Profits and Advantages of the said Navigation or any part thereof **To have and to hold** the said part share and premises mentioned and intended to be hereby Granted bargained sold and released ratified and confirmed **unto** the said George Jackson his heirs and assigns To the use of the said George Jackson his heirs and assigns for ever **And** the said George Dingley Meggott for himself his heirs executors and administrators doth covenant and declare to and with the said George Jackson his Heirs Executors Admors and Assigns by these presents that he the said George Dingley Meggott hath not done or committed or wittingly or willingly suffered any Act Matter or thing whatsoever whereby or wherewith or by reason or means whereof the said part share and premises mentioned and intended to be hereby Granted bargained sold and released ratified and confirmed or any of them or any part or parts thereof respectively are is can shall or may be impeached discharged incumbered or anyways affected whereof the said parties to these have hereunto set their hands and seals the day and year first above written

sig: George Dingley  Meggott

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*Notes:*

*£2150 in 1770 = £232,000 in 2010*

*£2250 in 1786 = £227,000 in 2010*

*5/- in 1786 = £25.25 in 2010*

*10/- in 1786 = £50.50 in 2010*