

CRT Deed No 181a  
(and 181b Counterpart of.....)

Dated 18<sup>th</sup> July 1791

George Brooks Esqr by the	}	
Direction of Sir Geo. Jackson	}	<b>Transfer of</b>
Bart	}	<b>Mortgage of the</b>
and	}	<b>Stort Navigation</b>
The said Sir Geo. Jackson &	}	<b>for securing £12,000</b>
Dame Grace his wife.....	}	<b>and Int. at 5 per Cent</b>
to	}	
James Houson Esqr	}	

**This Indenture of Three Parts** made the eighteenth day of July in the Thirty first year of the Reign of our Sovereign King George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c **And** in the year of our Lord One thousand seven hundred and ninety one **Between** George Brooks of Green Street Grosvenor Square in the Parish of St George Hanover Square in the in the County of Middlesex Esquire of the first part Sir George Jackson of Old Palace Yard in the Parish of St Margaret Westminster in the said County of Middlesex Baronet and Dame Grace his wife of the second part and James Houson of Lincolns Inn in the said County of Middlesex Esquire of the third 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 Counties 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 Sir George Jackson then 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 Sir George Jackson and William Masterman should be invested with such powers and Authorities as thereafter mentioned and that such Tolls and Duties as thereafter 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 theretofore 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 said 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 aforesaid 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 were given and directed 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 Freight thereof as the said Undertakers their Heirs or Assigns should think fit not exceeding for every quarter of Wheat Rye Beans or Peas – Six pence For every quarter of Malt or Oats Four pence For every quarter of Barley or any other sort of Grain not before enumerated Five pence For every Sack of Meal or Flour containing five bushels Four pence 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 other 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 purposes therein aforesaid be deemed and taken to be within the said County of Essex and it was thereby 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 that they the said Undertakers their Heirs and Assigns should be intituled to the entire 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 form 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 the said “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 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 what 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 recited act **And whereas** by a certain Deed Poll duly executed 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 and Assignment Indentures of Lease and Release ^ 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 Honorable 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 herein before 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 his 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 seized 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 herein before 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 Wears 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 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 All that the said third part or share of him the said William Masterman under and 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 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 him 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 Furniture 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** by Indentures of Lease and Release bearing date respectively the

**Eighteenth** and nineteenth day of April in the year of our Lord One thousand seven hundred and eighty seven and made or expressed to be made between the said Sir George Jackson then George Jackson Esquire and Grace his wife of the one part and the

said George Brooks of the other part After reciting in the said Indentures of Lease and Release as or to the Effect therein before recited And Reciting that the said George Jackson had occasion to take up at Interest the sum of Seven thousand pounds and had 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 was then solely intituled And reciting that 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 or 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 Five pounds per cent per annum And reciting that in pursuance of the said recited Agreement the said George Jackson had 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 In 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 both by the said George Jackson and George Brooks had been delivered to the then Clerk of the said Navigation to be filed and kept for the use of the said Undertaker or Undertakers of the said Navigation for the time being and that the same Clerk had entered such Duplicate or Counterpart in a Book kept for that purpose It is witnessed that for and in consideration of the said sum of Seven thousand pounds of lawful money of Great Britain to him the said George Jackson in hand paid by the said George Brooks at or before the sealing and delivery thereof (the receipt whereof he did thereby acknowledge) He the said George Jackson did Grant Bargain Sell Release Ratify and Confirm unto the said George Brooks 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 Floodgates Weirs 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 or Muniments touching or in any wise concerning the said Navigation or Undertaking then in the Custody or Power of him the said George Jackson or which he may or could come to or by without Suit at Law or in Equity To hold the same unto 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 he the said George Jackson held the same And Subject to a proviso or condition for redemption therein after contained of the same premises on payment by the said Sir George Jackson his heirs executors administrators or assigns unto the said George Brooks his executors administrators or assigns the sum of seven thousand pounds with interest for the same after the Rate of Five Pounds per cent per annum at the day or time therein mentioned and since past **And whereas** on certain other Indentures of Lease and Release bearing date respectively the Ninth and Tenth days of May in the year of our Lord One thousand seven hundred and ninety one the Release made between George Dingley Meggott therein described as the son and heir at Law of Susanna Meggott then late the wife of the said John Smith Meggott which said Susanna Meggott was the only Daughter and Heir of the said Charles Dingley of the one part and the said George Jackson of the other part And by Deed or Instrument in Writing bearing date the said Tenth day of May One thousand seven hundred and ninety one under the hands and seals of the said George Dingley Meggott and George Jackson respectively in the form mentioned in and directed by the said recited Act of Parliament After Reciting or taking Notice in the said Indenture of Release now in recital of the said Act of Parliament the Will of the said Charles Dingley the two several Deeds Poll of the Fifth day of March One thousand seven hundred and seventy and the Indentures of Lease and Release and Assignments of the Thirteenth and Fourteenth days of December One thousand seven hundred and eighty six and taking notice that doubts had arisen whether the Real Estates of the said Charles Dingley passed by his said Will to the said John Smith Meggott And also Reciting that the said Susannah Meggott died in the Year One thousand seven hundred and *(space)* leaving the said George Dingley Meggott the eldest son

and Heir at Law And also Reciting that since the date of the said Transfer so made by the said John Smith Meggott to the

**Said** Samuel Barrington the said Sir George Jackson had laid out and expended in making continuing and improving the said Navigation divers large sums of money greatly exceeding the value so transferred And Reciting that 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 Navigation then late of the said Charles Dingley had applied to the said George Dingley Meggott to Ratify and Confirm the Transfer so made as aforesaid by the said John Smith Meggott the father which he had consented to do on a full consideration of the several matters and things therein before stated It is Witnessed 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 unto the said George Jackson and for and in consideration of Ten Shillings to the said George Dingley Meggott as aforesaid in hand paid by the said George Jackson The said George Dingley Meggott did Grant Bargain Sell Release Ratify and Confirm to the said George Jackson his heirs and assigns All that Third Part or Share formerly of the said Charles Dingley (and transferred to the said George Jackson as aforesaid Of and in the said Navigation And of and in all Lands Grounds Houses Outhouses Erections Buildings Bridges Sluices Stanches Locks Floodgates Weirs Dams Winches Landing Places Fences Weighbeams Cranes Engines and other works whatsoever of or belonging 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 George Dingley Meggott in the said premises To hold the same Unto and To the use of the said George Jackson his heirs and assigns for ever as in and by the said several in part recited Act Will Deeds Poll and Indentures reference being thereunto had will more fully appear **And whereas** the said sum of seven thousand pounds yet remains due and owing to the said George Brooks on the said recited Mortgage but all Interest for the same hath been paid up to the day of the date of these presents (which he doth hereby acknowledge) **And whereas** the said Sir George Jackson having occasion for the sum of twelve thousand pounds to pay off and discharge the said sum of seven thousand pounds so remainin due to the said George Brooks and to answer the other occasions hath applied to and requested the said James Houson to to advance and lend him the same upon having the same secured with Interest after the Rate of five pounds per Cent per annum upon all the aforesaid Navigation to which the said Sir George Jackson is now solely intituled as aforesaid **And whereas** upon the Treaty for the loan of the said sum of Twelve Thousand pounds it was agreed that the said George Brooks and the said Sir George Jackson should convey the said Navigation to the said James Houson by an Instrument or Writing in the form prescribed by the aforesaid recited Act in that behalf and that after the Execution thereof the said George Brooks and Sir George Jackson should execute to the said James Houson a Confirmation of the said Navigation and everything thereto belonging so as effectually to charge the same by way of Mortgage with the payment of the said sum of Twelve Thousand pounds and Interest after the rate aforesaid **And whereas** in pursuance of the said recited agreement the said George Brooks and Sir George Jackson have by an Instrument in Writing bearing equal date with these presents under the Hands and Seals as well of them the said George Brooks and Sir George Jackson respectively as of the said James Houson signed sealed and delivered in the presence of and attested by two witnesses In consideration the sum of Seven Thousand pounds paid to the said George Brooks and of the sum of Five thousand pounds paid to the said Sir George Jackson respectively by the said James Houson Bargained Sold and Transferred unto the said James Houson 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 they the said George Brooks and Sir George Jackson or either of them held the same immediately before the execution thereof And he the said James Houson hath thereby agreed 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 all of them the said George Brooks Sir George Jackson and James Houson 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 as appears by this Acknowledgement thereof indorsed on these presents as in and by such Instrument in Writing or Duplicate or Counterpart thereof so filed and entered as aforesaid reference being thereunto had will more fully appear **Now this Indenture Witnesseth** that for and in consideration of the sum of Seven thousand pounds of lawful money of Great Britain to 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 Brooks (at the request and by the direction and appointment of the said Sir George Jackson

**Testified** by his being a party to and sealing and delivery of these presents) in hand well and truly paid by the said James Houson at or before the Execution of these presents and also for and in consideration of the sum of five thousand pounds of like lawful money to him the said Sir George Jackson in hand also paid by the said James Houson at or before the sealing and delivery of these presents the receipt of which said several sums of seven thousand pounds and five thousand pounds (making together the sum of Twelve Thousand pounds) they the said George Brooks and Sir George Jackson do hereby respectively acknowledge and thereof and therefrom and of and from the same and every part thereof do and each of them doth hereby acquit release and discharge the said James Houson his Heirs Executors Administrators and Assigns and every of them for ever by these presents He the said George Brooks (at the like request and by the like direction of the said Sir George Jackson testified as aforesaid) **Hath** Bargained Sold Alienated Released and Confirmed and by these presents **Doth** Bargain Sell Alien Release and Confirm And the said Sir George Jackson **Hath** Granted Ratified and Confirmed and by these presents **Doth** Grant Ratify and Confirm unto the said James Houson (in his actual possession now being by virtue of a Bargain and Sale to him thereof made by the said George Brooks and Sir George Jackson in consideration of Five shillings by Indenture bearing date two days 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 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 Floodgates Weirs 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 also all the Estate Right Title Use Trust Property Claim and Demand Interest of him the said George Brooks and Sir George Jackson and each of them of in to or out of the said Navigation or Undertaking Lands Grounds Buildings Tolls Rates and Duties and all and singular other the premises hereby Bargained Sold Released mentioned or intended so to be and every part and parcel thereof Together with all Deeds Evidences Books Papers Writings Escripts or Muniments whatsoever touching or in any wise concerning the said Navigation or Undertaking and Premises or any part thereof now in the Custody or Power of them the said George Brooks and Sir George Jackson or either of them or which they or either of them can or may 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 hereby Bargained Sold and Released Ratified and Confirmed or mentioned or intended so to be with their and every of their Appurtenances unto the said James Houson his Heirs and Assigns **To** the only proper and absolute use and Behoof of the said James Houson his Heirs and Assigns and to and for no other use Intent or Purpose whatsoever Freed and discharged of and from the proviso for redemption contained in the said recited Indenture of Release of the Nineteenth day of April One thousand seven hundred and eighty seven and all Equity thereupon or by virtue thereof but Subject nevertheless to the Proviso or conditions for Redemption hereinafter contained **And** the said George Brooks doth hereby for himself his Heirs Executors and Administrators Covenant Promise and Declare to and with the said James Houson his Heirs and Assigns that the said George Brooks hath not at any time

since the date and execution of this recited Mortgage made done or committed or wittingly or willingly suffered any Act Deed Matter or Thing whatsoever whereby or wherewith or by reason or means whereof the said Navigation Hereditaments and Premises hereby by him Released and Conveyed or mentioned or intended so to be or any part thereof are is can shall or may be impeached charged or incumbered in Title Charge Estate or otherwise **And** the said Sir George Jackson doth hereby for himself his Heirs Executors and Administrators Covenant Promise and Agree to and with the said James Houson his Heirs and Assigns That he the said Sir George Jackson and Dame Grace his wife shall and will at the proper costs and charges of the said Sir George Jackson as of Michaelmas Term now next ensuing or of some other subsequent Term acknowledge and levy in one form of Law before his Majesty's Justices of the Court of Common Pleas at Westminster unto the said James Houson and his heirs one or more Fine or Fines **Sur Conuzance de droit come ceo &c** with proclamations thereupon to be had and made according to the statute in that case made and provided and the usual course of Fines for Assurance of Land in such cases used of all that the said Navigation Hereditaments and Premises hereinbefore mentioned or hereby granted and released or intended so to be with the appurtenances by such apt and convenient Names Descriptions Quantity Quality and other Certainties as shall be thought fit and requisite Which said fine so to be

**Levied** as aforesaid or in any other manner or at any other time to be had or levied of the said Premises by and between the said parties hereto or any of them shall be and enure and shall be construed adjudged deemed taken to be and enured and is hereby by all the said parties hereunto for them and their heirs respectively declared to be and enure To and for the only proper use and behoof of the said James Houson his Heirs and Assigns for ever discharged of and from the proviso for Redemption contained in the said recited Indenture of Mortgage made to the said George Brooks as aforesaid but subject nevertheless to the Proviso for Redemption hereinafter mentioned and contained **And this Indenture further Witnesseth** that for the considerations aforesaid He the said Sir George Jackson **Hath** Granted Bargained Sold Assigned Transferred and set over Ratified and Confirmed and by these presents **Doth** Grant Bargain Sell Assign Transfer and set over Ratify and Confirm unto the said James Houson his Executors Administrators and Assigns All Boats and Barges with their Tackle Furniture and Apparel Coals Goods and Chattels and Parts and Shares of Boats Barges Coals Goods and Chattels now of him the said Sir George Jackson 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 all the Right and Interest of him the said Sir George Jackson of and in the said last mentioned premises **To have hold receive and enjoy** the said Boats and Barges with their Tackle Furniture and Apparel Coals Goods and Chattels and Parts and Shares thereof and all and singular other the premises hereby mentioned or intended to be hereby assigned and set over unto the said James Houson his Executors Administrators and Assigns to and for his and their own use and benefit and as his and their own Good Chattels and Effects from henceforth for ever Subject nevertheless to the Proviso or Condition for Redemption next herein after contained (that is to say) **Provided always** and it is hereby declared and agreed by and between all the said Parties to these presents and the true intent and meaning of them and each and every of them and of these presents is that if the said Sir George Jackson his Heirs Executors and Administrators or any of them shall and do well and truly pay or cause to be paid unto the said James Houson his Executors and Administrators or Assigns the full sum of Twelve thousand pounds of lawful money of Great Britain with interest for the same after the rate of Five pounds for each one hundred pounds by the year in manner following (that is to say) the sum of three hundred pounds being one half years Interest of the said sum of Twelve thousand pounds after the rate aforesaid at or upon the eighteenth day January now next ensuing and the sum of Twelve thousand three hundred pounds being the whole of the said principal sum of Twelve thousand pounds and one other half years Interest thereof after the Rate aforesaid at or upon the Eighteenth day of July then next ensuing and which will be in the Year of our Lord One thousand seven hundred and ninety two according to and in full performance and discharge of the Condition of a certain Bond or Obligation bearing equal date with these presents in the penal sum of Twenty four thousand pounds conditioned for payment of the said sum of Twelve thousand pounds and Interest after the rate aforesaid on the days or times herein before mentioned and that without any Deduction Defalcation or Abatement whatsoever out of the same or any part thereof for or in respect of Taxes Charges Assessments Payments or any other Matter Cause or

Thing whatsoever taxed charged assessed or imposed or to be taxed charged assessed or imposed on the said Navigation Hereditaments and Premises hereby Granted and Released and Assigned any or every part or parcel thereof respectively or upon the said James Houson his Heirs and Executors Administrators or Assigns for or in respect thereof or any part thereof or of the said Principal Money and Interest or any part thereof by Authority of Parliament or otherwise however then and in such case and from and after such payment shall be so made as aforesaid He the said James Houson his Heirs and Executors Administrators or Assigns shall upon the request and at the costs of the said Sir George Jackson his Heirs and Assigns reconvey or reassign or cause or procure to be reconveyed and reassigned unto and to the use of the said Sir George Jackson his Heirs Executors Administrators or Assigns or unto such other person or persons as the said Sir George Jackson or his heirs shall in that behalf direct nominate or appoint all and singular the said Navigation Hereditaments and Premises hereby mentioned or intended to be hereby Granted Conveyed and Assigned according to the nature of the Tenure thereof respectively free from all Incumbrances whatsoever made or done or to be made done or committed by him James Houson his Heirs and Executors Administrators or Assigns or by any other person or persons whomsoever lawfully claiming or to claim by from or under him them or any of them anything hereinbefore contained to the contrary thereof in any wise notwithstanding **And** the said Sir George Jackson **Doth** hereby for himself his Heirs Executors Administrators further covenant promise and agree to and with the said James Houson his Heirs Executors Administrators and Assigns in manner following (that is to say) that he the said Sir George Jackson his Heirs Executors or Administrators shall and will well and truly pay or cause to be paid unto the said James Houson his Executors Administrators or Assigns the said principal sum of Twelve thousand pounds and Interest for the same after the rate aforesaid at such times and in such manner and form as herein before mentioned and appointed for payment thereof without any Deductions Defalcation or Abatement out of the same or any part thereof for or in respect of any Taxes charged Assessments or other Matter Cause or Thing whatsoever according to the true intent and meaning of the said proviso and of these presents

### **And also shall and will at his or their own**

proper costs and charges bear pay satisfy and discharge all such Taxes Charges Assessments and other outpayments as are or shall or may be Taxed Charged Assessed or Imposed upon the said Premises or any part thereof respectively by Authority of Parliament or otherwise howsoever and thereof and therefrom shall and will save defend keep harmless and indemnified him the said James Houson his Heirs Executors Administrators and Assigns and the said sum of Twelve thousand pounds and the Interest thereof **And** the said Sir George Jackson doth hereby for himself his Heirs Executors and Administrators further covenant promise and agree to and with the said James Houson his Heirs and Assigns in manner following (that is to say) That the said George Brooks and the said Sir George Jackson or one of them now at the time of sealing and delivery of these presents are or is carefully rightly and absolutely seized in his or their own right of and in all and singular the said Navigation Hereditaments and Premises herein before mentioned or intended to be hereby Granted and Released of a good sure lawful absolute and indefensible Estate of inheritance and possessed of the said Goods Chattels and Effects hereby assigned without any Remainder or Remainders Trusts Limitations Powers of Revocation or any other cause matter or thing to alter change charge or incumber the same **And Likewise** that they the said George Brooks and Sir George Jackson or one of them now have or hath in him or themselves good right full power and lawful and absolute Authority to Grant Bargain Sell Release Assign and make over all and singular the said premises respectively Unto and to the use of the said James Houson his Heirs Executors Administrators and Assigns in manner aforesaid according to the true intent and meaning of these presents **And Further** That the said James Houson his Heirs Executors Administrators and Assigns shall and may at any time or times from and after default shall happen to be made of or in payment of the said Principal Money and Interest or any part thereof contrary to the form and effect of the aforesaid proviso and the true intent and meaning of these presents peaceably and quietly enter into and upon have hold use occupy possess and enjoy the said several and respective hereditaments and premises hereby Granted and Released and Assigned or intended so to be and the Appurtenances thereof and every part and parcel thereof respectively to his and their own use and benefit without the lawful lawful let suit trouble denial eviction interruption or disturbance of him or by the said George Jackson his Heirs Executors Administrators or Assigns or of or by any other person or persons whomsoever And that freely and clearly acquitted exonerated and discharged or otherwise by the said George Jackson his Heirs Executors or Administrators or some or one of them well and sufficiently saved harmless and indemnified of from and against all and all manner of former and other Gifts Grants Bargains Sales Leases Mortgages Judgments Uses Wills Entails

Statutes Recognizances Titles Troubles Charges and Incumbrances whatsoever **And Moreover** that the said George Brooks and Sir George Jackson respectively and their several and respective Heirs Executors and Administrators and all and every person or persons having or lawfully claiming or who shall or may have or lawfully claim any Estate Right Title or Interest of in upon or out of the said Navigation Hereditaments and premises hereby Granted and Released and Assigned or mentioned or intended so to be with their respective Appurtenances shall and will at all times from and after default shall happen to be made of or in payment of the said principal sum of Twelve thousand pounds and interest or any part or parts thereof contrary to the true intent and meaning of these Presents upon the reasonable request of the said James Houson his Heirs Executors Administrators or Assigns but at the proper costs and charges in the law of the said Sir George Jackson his Heirs Executors or Administrators make do and execute or cause or promise to be made done and executed all and every such further and other lawful and reasonable Acts Deeds and things Deviced Conveyanced Instruments and Assurances in the law whatsoever for the further better more perfect and absolute Granting Conveying Releasing Confirming and Assuring the said Navigation Hereditaments and Premises with the Appurtenances hereby Bargained Sold Released and Assigned and mentioned or intended so to be unto and to the use of the said James Houson his Heirs Executors Administrators and Assigns in manner and form and according to the true intent and meaning of these presents freed and discharged of and from the aforesaid Proviso for Redemption and all equity thereupon as by the said James Houson his Heirs Executors Administrators or Assigns or his or their Counsel learned in the law shall be reasonably devised or advised and required **And lastly** it is hereby declared and agreed by and between the said parties hereto to be the true intent and meaning of them and of these Presents that so long and until default shall happen to be made in payment of the said sum of Twelve thousand pounds and Interest or any part thereof at the days and times and in the manner hereinbefore expressed concerning the same it shall and may be lawful to and for the said Sir George Jackson his heirs Executors Administrators and Assigns peaceably and quietly to have hold use occupy possess and enjoy the said Navigation Hereditaments and Premises hereby granted released assigned and confirmed mentioned and intended so to be and every part and parcel thereof with their and every of their Appurtenances without the lawful let suit trouble hindrance interruption or denial of or by the said James Houson his Heirs Executors Administrators and Assigns or of or by any other person or persons whatsoever claiming by from or under him or them or any or either of them any thing herein before contained to the contrary thereof notwithstanding **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  Brooks

sig: Geo  Jackson

*The following inscriptions are on the back of the last page of this Deed:*

Received the day and year first within written of and from the	}	
within named James Houson the full sum of Seven thousand	}	£7000
pounds being the consideration money within mentioned to be	}	
by him paid to me.....	}	

Witness:	sig: T Lloyd	sig: Geo Brooks
	sig: Wm Cardale	

Received the day and year first within written of and from	}	
the within named James Houson the full sum of Five	}	£5000
thousand pounds being the consideration money within	}	
mentioned to be by him paid to me.....	}	-----
		<u>£12000</u>

Witness:        *sig:*    T Lloyd                                *sig:*    Geo Jackson  
                  *sig:*    Wm Cardale

Sealed & delivered by the within named  
George Brooks & Sir George Jackson (having  
been first duly stamp'd) in the Presence of

*sig:*    T Lloyd  
                  *sig:*    Wm Cardale

I the within named Thomas Lloyd do hereby acknowledge that  
pursuant to the direction of the within recited Act a certain Bargain and Sale  
and also a duplicate thereof bearing equal date with the within Indenture  
and executed by the within named George Brooks, Sir George Jackson  
and James Houson have been delivered to me as Clerk of the within  
mentioned Navigation to be by me filed and kept for the use of the  
Undertaker or Undertakers of the said Navigation for the time being And  
kept for that purpose Witness my hand this        (*space*) day of    (*space*)  
one thousand seven hundred and ninety one

Witness

***Note – The counterpart (duplicate) of this Deed is signed only by J Houson. There are marks of a seal but the seal itself is missing***

*The following inscription is on the back of the last page of this Counterpart Deed:*

Sealed & delivered by the within named James  
Houson (being first duly stamp't) in the presence of

*sig:*    Wm Cardale  
  
                  *sig:*    Wm Vaughan

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*Notes:*    £7000 in 1787 = £694,000 in 2010        *Behoof = to the benefit of*                                *Chaldron = 25½ cwts*  
              £7000 in 1791 = £657,000 in 2010        *Enure: in law, to come into use or power*  
              £5000 in 1791 = £469,000 in 2010  
              £12,000 in 1791 = £1,130,000 in 2010