

CRT Deed No 182

Dated Novr 1792

James Houson Esqr and	}	
Sir George Jackson Bart	}	Transfer of Mortgage
to	}	of the Stort Navigation for
Messrs Dyson, Wickens	}	securing £15,000 and Interest
and Jackson	}	

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

Sealed and Delivered by the within named
James Houson in the presence of

sig: Wm Cardale Bedford Row
sig: Wm Vaughan Clerk to Mr Houson

Sealed and Delivered by the within
named Sr George Jackson in the presence of

sig: Wm Cardale
sig: Geo Jackson Grays Inn

I do hereby certify that the Statuable (*sic*) Bargain
and Sale or Transfer within mentionn to bear
even date with this Indenture has been duly
Entered by me in the Book kept for entering
Transfers of the within mentiond Navigation
and that a duplicate thereof has been delivered
to me for that purpose as witness my
hand this thirty first day of January 1793

sig: Richd Lloyd

Received on the day and year first within written of and from }
the within named Jeremiah Dyson John Wickens and Richard } £12,000
Jackson the sum of twelve thousand pounds being the }
consideration money within mentioned to be by them paid to me }

Witness *sig:* Wm Cardale *sig:* Jas Houson
sig: Wm Vaughan

Received on the day and year first within written of and from the }
within named Jeremiah Dyson John Wickens and Richard } £3,000
Jackson the sum of three thousand pounds being the consideration}
money within mentioned to be by them paid to me }
Witness *sig:* Wm Cardale *sig:* Geo Jackson
sig: Geo Jackson Grays Inn

31 October 1795 Memorandum that the within
said Sir George Jackson Baronet hath this day paid
into the hands of Messrs Sir Robert Herries and Co in
Saint James's Street London Bankers to the account of and
for the use of the Right Honourable George Richard Lord
Viscount Bolingbroke the sum of two thousand pounds in
part discharge of the within mentioned sum of fifteen thousand pounds
in consideration whereof they the within named Jeremiah Dyson
John Wickens and Richard Jackson have with the **assent**.and
approbation of the said George Richard Lord Viscount Bolingbroke
consented and agreed that the time for payment by the within
named Sir George Jackson of the sum of thirteen thousand pounds
balance of the said sum of fifteen thousand pounds shall be postponed
for the term of three years from the second day of November next
(that is to say) until the second day of November One thousand
seven hundred and ninety eight He the said George Jackson
consented which hehereby does testified by his signing
hereof to pay Interest at and after the rate of five pounds per cent on
the said sum of thirteen thousand pounds half yearly as witness
his hand

sig: Geo Jackson
sig: Rich Jackson

5th April 1799 Memorandum that the within named
Sir George Jackson now Sir George Duckett Baronet
hath paid into the hands of the right honourable Lord
Spencer to the Account of and for the use of the Right
Honourable George Richard Lord Viscount Bolingbroke the
sum of three thousand pounds in further part Discharge
of the within mentioned sum of fifteen thousand pounds
in consideration whereof they the within named Jeremiah Dyson
John Wickens and Richard Jackson have with the approbation
of the said Lord Robert Spencer consented and agreed that the time

for payments by the said Sir George Duckett (*the rest of this line is obliterated*)
of the sum of ten thousand pounds residue of the said sum of fifteen
thousand pounds shall be postponed for the term of three years until
the second day of May One thousand eight hundred

sig: Rich. Jackson

This Indenture made the second day of November in the Thirty third year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth and in the year of our Lord One thousand seven hundred and ninety two **Between** James Houson of Lincolns Inn in the County of Middlesex Esquire of the first part Sir George Jackson of Old Palace Yard in the Parish of St Margarets Westminster in the said County of Middlesex Baronet of the second part & Jeremiah Dyson of Brompton Park House in the said County of Middlesex Esquire John Wickens of Mapperton in the County of Dorset Esquire and Richard Jackson of Grays Inn in the said County of Middlesex Gentleman 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 in 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 reciting 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 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 (Except from all expenses theretofore incurred) and risque the making supporting maintaining and rendering effectual the said Navigation in such compleat 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 five 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 and 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 they 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 and 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 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 intitled 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 do 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 held 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 and 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 shares of the said Charles Dingley and William Masterman of and in the said Navigation and Undertaking afterwards by divers means Assignments and Assurances in the Law became well and effectually vested in the said Sir George Jackson whereby he became possessed of the whole of the said Undertaking and the benefit thereof **And whereas** in and by certain Indentures of Lease and Release bearing date respectively the eighteenth and nineteenth days of April one thousand seven hundred and eighty seven and made or mentioned to be made between the said Sir George Jackson then George Jackson Esquire and Jane (*sic*) 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 of the other part After reciting therein amongst other things as to the effect hereinbefore recited And that the said Sir George Jackson had occasion to take up at Interest the

Sum of seven thousand pounds had applied to the said George Brooks to lend him the same which he had agreed to do upon having the same secured with Interest upon the Navigation aforesaid to which the said George Jackson was then solely intitled And reciting that 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 the now reciting Indenture in consideration of seven thousand pounds paid him by the said George Brooks bargained and 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 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 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 Undertaker or Undertakers of the said Navigation for the time being and that the and that the same Clerk had entered such Duplicate or Counterpart in a Book kept for that purpose It is by the now reciting Indenture Witnessed that for and in consideration of the said sum of Seven thousand pounds to him the said George Jackson paid by the said George Brooks at or before the sealing and delivery thereof he the said George Jackson did Grant Bargain Sell Release Ratify and Confirm unto the said George Brooks 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 ffences 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 Act and all and other the Profits and Advantages of the said Navigation or

Undertaking To hold the same unto and 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 hereinafter contained for redemption of the said premises on payment by the said George Jackson his Heirs Executors Admors or Assigns unto the said George Brooks his Executors Admors or Assigns of 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** in and by certain Indentures of Lease and Release bearing date respectively the sixteenth and eighteenth days of July one thousand seven hundred and ninety one and made or mentioned to be made between the said George Brooks of the first part the said Sir George

of the second part

Jackson and Dame Grace his wife ^ and to the said James Houson of the third part After writing amongst other things as or to the effect hereinbefore recited and also that the said sum of seven thousand pounds then remained due and owing to the said George Brooks on his said recited Mortgage but that all Interest for the same had been paid up to the day of the date of the now reciting Indenture and also reciting that 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 remaining due to the said George Brooks and answer his other occasions had applied to and requested the said James Houson to lend and advance him the same upon having the same secured with Interest upon all the aforesaid Navigation to which the said Sir George Jackson was then solely intitled as aforesaid And further reciting that upon the treaty for the loan of the said sum of twelve thousand pounds it was agreed that the said George Brooks and 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 every thing 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 reciting that in pursuance of the said recited agreement the said George Brooks and Sir George Jackson by an

Instrument in Writing bearing equal date with the now reciting Indenture 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 they the said George Brooks and Sir George Jackson 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 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 had been delivered to Thomas Lloyd the then 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 and appeared by the acknowledgement thereof indorsed on the now reciting Indenture It is Witnessed by the Indenture now in recital that for and in consideration of the sum of seven thousand pounds to him the said George Brooks at the request and by the direction and appointment of the said George Jackson testified as therein mentioned in hand paid by the said James Houson and also in consideration of the sum of five thousand pounds to him the said George Jackson

in hand also paid by the said James Houson the receipt of which said several sums of seven thousand pounds and five thousand pounds making together the sum of Twelve Thousand pounds are hereby respectively acknowledged he the said George Brooks at the like request and by the like direction of the said Sir George Jackson testified as aforesaid Did bargain sell alien release and confirm and the said Sir George Jackson did grant ratify and confirm unto the said James Houson 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 ffences 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 To Hold the same unto and to the only proper and absolute use and behoof of the said James Houson his Heirs and Assigns freed and discharged of and from the proviso for redemption contained in the said recited Indenture of Release of the nineteenth of April one thousand seven hundred and eighty seven and all equity thereupon or by virtue thereof but subject nevertheless to the Proviso or Condition for Redemption thereafter contained and the said Sir George Jackson Did thereby covenant to and with the said James Houson his Heirs and Assigns that he said the said Sir George Jackson and Dame Grace his wife should and would as of Michaelmas Term then next or some other subsequent Term acknowledge and levy unto the said James Houson and his heirs one or more Fine or Fines Sur Conuzance de droit come ceo &c that the said Navigation Hereditaments and Premises thereinbefore mentioned and thereby granted and released with the appurtenances which said fine it is thereby declared should 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 thereafter mentioned and contained And it is by the now reciting Indenture further Witnessed that for the considerations aforesaid he the said Sir George Jackson Did grant bargained sell assign transfer and set over ratify and confirm unto the said James Houson his Executors Admors 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 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 thereby assigned or intended so to be unto the said James Houson his Executors Admors and Assigns to and for his and their own use and

Benefit subject nevertheless to the Proviso or Condition for redemption next hereinafter contained (that is to say) **Provided** **always** if the said Sir George Jackson his Heirs Executors and Admors or any of them should pay or cause to be paid unto the said James Houson his Executors and Admors or Assigns the full sum of twelve thousand pounds with interest for the same at the rate times and in manner thereafter mentioned and appointed for payment thereof then and from and after such payment should be so made he to the said James Houson his Heirs Executors and Admors or Assigns should upon the request and at the Costs and Charges of the said Sir George Jackson his Heirs or 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 Admors or Assigns or unto such other person or persons as the said Sir George Jackson or his heirs should in that behalf direct nominate or appoint all and singular the said Navigation Hereditaments and Premises thereby granted conveyed and assigned or intended so to be according to the nature of the tenor thereof respectively free from all Incumbrances whatsoever made or done by the said James Houson his Heirs and Executors Admors or Assigns as in and by the said in part recited Act of Parliament and the said several in part recited Indentures reference being thereunto respectively had may more fully appear **And whereas** the said sum of twelve thousand pounds yet remains due and owing unto to the said James Houson on his said recited Mortgage but all interest for the same hath been paid up to the day of the date of these presents which the said James

Houson doth hereby acknowledge testify and declare **And whereas** the said Sir George Jackson having occasion for the sum of fifteen thousand pounds to pay off and discharge the said sum of twelve thousand pounds so remaining due to the said James Houson and to answer his other occasions hath applied to and requested the said Jeremiah Dyson John Wickens and Richard Jackson to advance

upon having the same

and lend him the same ^ secured with Interest as hereinafter mentioned upon all the aforesaid Navigation Hereditaments and Premises to which the said Jeremiah Dyson John Wickens and Richard Jackson have consented and agreed **And whereas** upon the treaty for the loan of the said fifteen thousand pounds it was agreed that the said James Houson and Sir George Jackson should convey the said Navigation to the said Jeremiah Dyson John Wickens and Richard Jackson by an Instrument or Writing in the form in the form prescribed by the aforesaid recited Act in that behalf and that after the execution thereof the said James Houson and Sir George Jackson should execute unto the said Jeremiah Dyson John Wickens and Richard Jackson a confirmation of the said Navigation and every thing thereto belonging so as effectually to charge the same by Way of Mortgage with the payment of the said sum of fifteen thousand pounds and such Interest for the same as hereinafter is mentioned **And whereas** in pursuance of the said recited agreement the said James Houson 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 James Houson and Sir George Jackson respectively as of the said Jeremiah Dyson John Wickens and Richard Jackson signed sealed and delivered in the presence of and attested as is required by hereinbefore recited Act of Parliament in consideration the sum of twelve thousand pounds paid to the said James Houson and of the sum of three thousand pounds paid to the said Sir George Jackson respectively by the said Jeremiah Dyson John Wickens and Richard Jackson bargained sold and transferred unto the said Jeremiah Dyson John Wickens and Richard Jackson their 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 James Houson and Sir George Jackson or either of them held the same immediately before the execution thereof and they the said Jeremiah Dyson John Wickens and Richard Jackson have 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

of Sale

Instrument or Writing ^ and also a Duplicate or Counterpart thereof executed by all of them the said James Houson Sir George Jackson Jeremiah Dyson John Wickens and Richard Jackson have been delivered to Thomas Lloyd the present 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 the same Clerk hath entered such Duplicate or Counterpart in a Book kept for that purpose as appears by his acknowledgement thereof indorsed on these presents as in and **Now this Indenture Witnesseth** that for and in consideration of the sum of twelve thousand pounds of lawful money of Great Britain to him the said James Houson 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 delivering these presents) in hand well and truly paid by the said Jeremiah Dyson John Wickens and Richard Jackson at or before the execution of

These Presents and also in consideration of the sum of three thousand pounds of like

lawful money to him the said Sir George Jackson in hand also paid by the said Jeremiah Dyson John Wickens and Richard Jackson at or before the sealing and delivery of these presents the receipt of which said several sums of twelve thousand pounds and three thousand pounds (making together the sum of fifteen thousand pounds) They the said James Houson 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 Jeremiah Dyson John Wickens and Richard Jackson their Heirs Executors Admors and Assigns and every of them for ever and by these presents he to the said James Houson (at the request and by the like direction of the said Sir George Jackson testified as aforesaid) **Hath** bargained sold aliened 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 Jeremiah Dyson John Wickens and Richard Jackson (in their actual possession now being by virtue of a Bargain and Sale to them thereof made by the said James Houson and Sir George Jackson in consideration of five shillings by Indenture bearing date the day next before the day of the date of these presents for and a 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 use into possession and to their 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 ffloodgates Wears Dams Winches Landing Places ffences 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 the Reversion or Reversions Remainder and Remainders thereof and every Part and Parcel thereof and also all the Estate right title interest use trust property claim and demand whatsoever of them the said James Houson 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 and released or 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 James Houson 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 hereinby bargained sold and released ratified and confirmed or mentioned or intended so to be with their and every of their rights members and Appurtenances unto the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs and Assigns To the only proper use and behoof of the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs and Assigns for ever and to and for no other use trust intent or purpose whatsoever freed and discharged of and from the proviso for Redemption contained in the said recited Indenture of Release of the eighteenth day of July one thousand seven hundred and ninety one and all equity thereupon or by virtue thereof but subject nevertheless to the Proviso or Agreement hereinafter contained for redemption of all and singular the said hereditaments and premises hereinafter contained **And this Indenture further Witnesseth** that for the considerations aforesaid He the said the said James Houson at the like request and by the like direction the said Sir George Jackson testified as aforesaid **Hath** bargained sold assigned transferred and set over and by these presents **Doth** bargain sell assign transfer and set over and 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 Jeremiah Dyson John Wickens and Richard Jackson their Executors Admors and Assigns All

and
Boats ^ Barges with their tackle furniture and apparel Coals Goods and Chattels and parts and shares of Boats Barges Coals Goods and Chattles now of them the said the said James Houson and Sir George Jackson or either of them upon about or belonging to the said River Stort and the navigation thereof or the Warehouses Erections or Buildings Lands or Grounds thereunto belonging And all the right and interest of them the said the said James Houson and Sir George Jackson or either of them 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 all and singular other the premises hereby or mentioned or intended to be hereby assigned and set over unto the said Jeremiah Dyson John Wickens and Richard Jackson their Executors Admors and Assigns to and for their own use and benefit and as their own goods chattels and effects from henceforth for ever Subject nevertheless to the Proviso or Condition for redemption thereof next hereinafter mentioned and contained that is to say **Provided always** nevertheless and it is hereby declared and agreed upon by and between the said parties to these presents that if the said Sir George Jackson his Heirs Executors or Admors or any of

them shall and do well and truly pay or cause to be paid unto the said Jeremiah Dyson John Wickens and Richard Jackson their Executors and Admors or Assigns at or in the Common Dining Hall of Grays Inn in the County of Middlesex the full and just sum of ffifteen thousand pounds together with interest for the same at and 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 and seventy five pounds being a half Years interest after the rate aforesaid for the said principal sum of ffifteen thousand pounds on the second day of May next the date thereof the further sum of three hundred and seventy five pounds being another half Years interest after the rate aforesaid for the said principal sum of ffifteen thousand pounds on the second day of November which will be in the Year of our Lord One thousand seven hundred and ninety three the further sum of three hundred and seventy five pounds being another half Years Interest after the Rate aforesaid for the said principal sum of ffifteen thousand pounds on the second day of May which will be in the Year of our Lord One thousand seven hundred and ninety four the further sum of three hundred and seventy five pounds being another half Years interest after the rate aforesaid for the said principal sum of ffifteen thousand pounds on the second day of November which will be in the said Year of our Lord One thousand seven hundred and ninety four the further sum of three hundred and seventy five pounds being another half Years Interest after the Rate aforesaid for the said principal sum of ffifteen thousand pounds on the second day of May which will be in the Year of our Lord one thousand seven hundred and ninety five and the further sum of ffifteen thousand three hundred and seventy five pounds being the said principal sum of ffifteen thousand pounds and another half Years Interest thereof after the rate aforesaid on the second day of November which will be in the said Year of our Lord One thousand seven hundred and ninety five without making any deduction or abatement out of the same or any part thereof for or in respect of any Taxes Charges Rates Assessments Payments or other matter cause or thing whatsoever taxed charged assessed or imposed or to be taxed charged assessed or imposed upon the said Navigation Hereditaments and Premises hereby granted and released and assigned or intended to be so or any of them or upon the said the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs and Executors Administrators or Assigns for or in respect thereof or any part thereof by Authority of Parliament or otherwise howsoever then and in such case and from and after such payment shall be so made as aforesaid Then the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs and Executors Admors or Assigns shall and will upon the request and at the proper Costs and Charges in the Law of the said Sir George Jackson his Heirs or 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 Admors or Assigns or unto such other person or persons as he or they shall in that behalf nominate or appoint all and singular the said Navigation Hereditaments and Premises hereby granted conveyed and assigned or intended so to be with their and every of their Appurtenances according to the nature of the Tenure thereof respectively free from all Incumbrances made or done or to be made or done by them the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs Executors Admors or Assigns or by any other person or persons whomsoever lawfully claiming or to claim from by or under them or any of them anything hereinbefore contained to the contrary thereof in anywise notwithstanding and then also the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs Executors Admors or Assigns shall and will deliver up to the said Sir George Jackson his Heirs Executors or Admors a certain bond or obligation bearing even date with these presents and made and entered into by the said Sir George Jackson unto the said Jeremiah Dyson John Wickens and Richard Jackson in the penal sum of Thirty thousand pounds with a condition thereunder written for making void the same on payment by the said Sir George Jackson his Heirs Exors or Admors

Unto the said Jeremiah Dyson John Wickens and Richard Jackson their Executors Admors or Assigns of the said sum of ffifteen thousand pounds and Interest for the same at and after the rate and at the times above mentioned for that purpose in order that such bond may be cancelled **And** the said James Houson for himself his their Heirs Executors & Admors doth

covenant and declare to and with the said Jeremiah Dyson John Wickens and Richard Jackson their Executors Admors and Assigns that he the said James Houson hath not at any time or times heretofore made done committed or suffered any act deed matter or thing whatsoever whereby or by reason or means whereof the said Navigation Hereditaments and premises hereinbefore released assigned and conveyed or mentioned or intended so to be or any of them or any part or parcel thereof are is can shall or may be impeached charged or incumbered in Title Charge Estate or otherwise howsoever **And** the said Sir George Jackson doth hereby for himself his Heirs Executors Admors Covenant promise and agree to and with the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs Executors Admors and Assigns in manner following that is to say, that he the said Sir George Jackson their Heirs Executors or Admors shall and will well and truly pay cause to be paid unto the said Jeremiah Dyson John Wickens and Richard Jackson their Executors Admors or Assigns the said sum of ffifteen thousand pounds of lawful money of Great Britain with such interest for the same as aforesaid at the time and in such manner and

or

or form as hereinbefore mentioned and appointed for payment thereof without any Deduction ^ Abatement for or in respect of any Taxes Charges Assessments or other matter cause or thing whatsoever according to the true intent and meaning of the aforesaid proviso and of the said Bond and these presents And also shall and will at his and their own proper costs and charges bear pay satisfy and discharge all such Taxes Charges Assessments and other Outpayments as are 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 Jeremiah Dyson John Wickens and Richard Jackson their Heirs Executors Admors and Assigns and the said sum of ffifteen thousand pounds and the interest thereof And also that they the said James Houson and Sir George Jackson or one of them now at the time of the sealing and delivery of these presents are or is and stand or standeth lawfully rightfully and absolutely seized in his or their own right of and in all and singular the said Navigation Hereditaments and Premises with the Appurtenances hereinbefore mentioned and hereinbefore granted and released or intended so to be and of every part and parcel thereof and in a good sure perfect lawful absolute and indefensible Estate of inheritance and possessed of the said Goods Chattels and Effects hereby assigned without any Remainder or Remainders Trust Limitations Powers of Revocation or any other matter cause or thing whatsoever to alter change Charge revoke make void lessen incumber or determine the same And also that they the said James Houson and Sir George Jackson at or immediately before the sealing and delivery hereof have or one of them hath in themselves or himself 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 hereinbefore granted released and assigned or mentioned or intended so to be and every part thereof with the Appurtenances unto and to the use of the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs Executors Admors and Assigns in manner aforesaid and according to the true intent and meaning of these presents **And Further** That it shall and may be lawful to and for the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs and Assigns from time to time and at all times hereafter from and after failure or default shall happen to be made of or in payment of the said sum of ffifteen thousand pounds and interest or any part thereof contrary to the form and effect of the said Proviso and Covenant for payment of the same and the true intent and meaning of the Bond and of these Presents Peaceably and Quietly to 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 with their and every of their Appurtenances and to have receive and take the rents issues and profits thereof and of and every part thereof to and for their own proper use and benefit without the lawful let suit trouble denial eviction disturbance interruption claim and demand whatsoever of or by the said Sir George Jackson his Heirs Executors Admors and Assigns any or either of them or of or by any other person or person (*sic*) whatsoever and that free and clear freely and clearly acquitted exonerated

Sir

and discharged or otherwise by the said ^ George Jackson his Heirs Executors and Admors 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 Leases Mortgages Jointures Powers

Right and Title of Dower Uses Trusts Limitations Wills Intails Statutes Recognizances Judgements Extents

Executions Debts and Duties of Record Debts due to the Crown and of and 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 Sir George Jackson his Heirs or Assigns or by any other

person or persons whomsoever **And Moreover** that they the said James Houson and Sir George Jackson respectively and their

several and respective Heirs Executors Administrators and all and every other person and persons having or lawfully

claiming or who shall or may have or lawfully claim any Estate Right Title Trust or Interest either at Law or in Equity

of in to or out of the said Navigation Hereditaments and Premises hereby Granted and Released and Assigned or intended so

to be or any of them or any part thereof from by under or in Trust for him or them shall and will from time to time

and at anytime or times from and after failure or default shall happen to be made of or in payment of the said

sum of ffifteen thousand pounds or any part thereof or the interest thereof or any part thereof respectively 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 upon every reasonable request of the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs

Executors Administrators and Assigns but at the proper costs and charges in the law of the said Sir George Jackson his

Heirs Executors Administrators or Assigns make do acknowledge levy suffer and execute or cause and procure to be made

done acknowledged levied suffered and executed all and every such further and other lawful and reasonable Acts Deeds

and things Devised Conveyanced and Assuranced 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 then and every of

their Appurtenances unto the said Jeremiah Dyson John Wickens and Richard Jackson their Heirs Executors Administrators

and Assigns to their own proper use and benefit freed and absolutely discharged of and from the aforesaid Proviso

Agreement and all and every other Provisoes and Agreements for redemption of the said Premises or any part thereof as by the

said Jeremiah Dyson John Wickens and Richard Jackson their Heirs Executors Administrators or Assigns or their Counsel

learned in the law shall be reasonably devised or advised and required **Provided always** And it is hereby declared and agreed

by and between all the said parties to these Presents that in the mean time so long and until default shall happen to be made of

and in payment of the said sum of ffive thousand pounds or some part thereof or the Interest thereof or of some 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 it shall and may be lawful to and for the said Sir George Jackson his Heirs and Assigns

peaceably and quietly to have hold and enjoy all and singular the said Navigation Hereditaments and Premises hereby

Granted Released and Assigned and to receive and take the Rents Issues and Profits thereof respectively to and for his and

their own Use and Benefit without the lawful let suit trouble denial molestation or interruption claim or demand of or by the said

Jeremiah Dyson John Wickens and Richard Jackson their Heirs Executors Administrators and Assigns or any of them or of or by any

other person or persons whomsoever lawfully claiming or to claim from by or under or in Trust for them or any of them

Provided lastly and it is hereby further declared and agreed upon by and between the said Sir George Jackson and the

said Jeremiah Dyson John Wickens and Richard Jackson and the true intent and meaning of them and of these Presents in that so

often from time to time during the continuance of this Security as the Interest of the aforesaid principal sum of ffifteen thousand

pounds shall be paid half yearly or within two Calendar Months next after each half yearly payment shall become due then from time to time

when and so often only as such payment of Interest shall be made as aforesaid the sum of seventy five pounds

pounds

shall be abated in each such half yearly payment and Interest at and after the rate of ffive [^] per Centum only shall be paid

and accepted in lieu and satisfaction of the Interest which in and by the Proviso and Covenant hereinbefore contained is Agreed and Covenanted to be paid anything in the said Proviso and Covenant or in the before mentioned Bond contained to the contrary thereof in anywise 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: Jno Houson 

sig: Geo  Jackson

Note: £15,000 in 1792 = £1,420,000 in 2010

£12,000 in 1792 = £1,140,000 in 2010

£3,000 in 1792 = £280,000 in 2010

£75 in 1792 = £7120 in 2010

Behoof = to the benefit of Chaldron = 25½ cwt

Enure: in law, to come into use or power