

CRT Deed No 183a

Dated 17<sup>th</sup> Nov 1824

<b>Sir George Duckett Bart:</b>	}	<b>Mortgage in fee of the River</b>
<b>and Wife</b>	}	<b>Stort Navigation in the Counties of Hertford</b>
<b>to</b>	}	<b>and Essex for securing £40,000 and int:</b>
<b>R H Gurney Esquire</b>	}	<b>at £4 per centum per annum</b>

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

Received the day and year first within written of the	}	
within named Richard Hanbury Gurney the sum of forty	}	£40,000
thousand pounds being the consideration money within	}	
expressed to be by him paid to me	}	

Witnesses	<i>sig:</i>	Wm Yatman	<i>sig:</i>	George Duckett
	<i>sig:</i>	Wm Unthank		

I do hereby certify that the Statutable Bargain and Sale or Transfer within mentioned to bear even date with this Indenture has been duly entered by me in the Book kept for entering Transfers of the within mentioned Navigation and that a Duplicate thereof has been delivered to me for that purpose As witness my hand this second day of January 1825

*sig:* W Yatman Clerk to  
the navigation

Memorandum that by an Indenture dated the tenth day of December One thousand eight hundred and forty two and made between Richard Hanbury Gurney Esquire of the first part William Yatman Gentleman of the 2<sup>nd</sup> part of the John Wright Edmund William Jerningham Sir George Duckett Baronet and Francis Giles Civil Engineer of the 3<sup>rd</sup> part Charles Barry Baldwin Esquire Louis Powell Robert Pugh Coal Merchant and George Lackington Esquire of the 4<sup>th</sup> part the said Sir George Duckett and Dame Isabella his wife of the 5<sup>th</sup> part and the Northern and Eastern Railway Company of the 6<sup>th</sup> part All those two pieces of land situate at Hockerill in the Parish of Bishops Stortford in the County of Hertford being part of the field or Inclosure there comprised in the within written indenture and called "the Great Dells" which said two pieces of land contained together one acre three roods and thirty one perches or thereabouts more or less (and are described and distinguished by the color red in the plan thereof in the margin of the said Indenture of the tenth day or Dec<sup>r</sup> 1842 and are also delineated and described in the map or plan and book ~~and~~ of reference deposited with the Clerk of the Peace for the said County of Hertford in relation to an Act enabling the said Company to make certain deviations in the ~~line~~ line of their railway which was passed in the fourth year of the reign of her present Majesty Queen Victoria by the number 6<sup>d</sup> in the parish of Bishops Stortford aforesaid were conveyed and assured unto the said Northern and Eastern Railway Company their successors and assigns

£1250 ---Memorandum that the sum of £ Twelve hundred and fifty pounds being the consideration for the purchase of the above

mentioned Land and was was (*sic*) this day paid to me in part satisfaction of the principal sum of £40,000 secured by the within written Indenture Dated this 19<sup>th</sup> day of December 1842

*sig:* R H Gurney

Memorandum that by an Indenture bearing date the 16<sup>th</sup> day of February 1843 made between John Wright Esq<sup>re</sup> Edmund William Jerningham Esq<sup>re</sup> Sir George Duckett B<sup>t</sup> and Francis Giles Esq<sup>re</sup> of the first part the within named Richard Hanbury Gurney of the 2<sup>nd</sup> part William Yatman Gent<sup>n</sup> of the 3<sup>rd</sup> part Frederick Chaplin Frederick Woodham Nash and Charles Nash Tanners and Copartners of the 4<sup>th</sup> part and Frederick John Nash Common Brewer of the 5<sup>th</sup> part The piece or parcel of ground in the Plan in the margin of the said Indenture marked with the letter B and denoted by a Red Color (*sic*) containing by admeasurement 16 perches abutting west on the River Stort and east on premises of the said parties thereto of the fourth part which adjoined the Northern and Eastern Railway north on a piece or parcel of ground the property of the said parties thereto of the first part containing 6 perches on the said plan marked with the letter A and south on other land of the said parties thereto of the fourth part And also the other piece or parcel of ground on the said Plan marked with the letter C and denoted by a yellow color containing by adm<sup>t</sup> 3 perches abutting north and west on the high road from London to Hockerill south on other land of the said parties thereto of the 1<sup>st</sup> part and east on land of the said parties thereto of the 4<sup>th</sup> part And also a Right of Foot horse and Carriage way at all times thereafter along and over the said piece of ground Marked A in the said plan All which said premises are situate in the Parish of Bishop Stortford and formed part of the hereditaments comprised in and conveyed by the within written Indenture were conveyed to uses in favour of the said Fredk Chaplin Fredk Woodham Nash and Chas Nash their Heirs and Assigns

£100 Memorandum the 3<sup>rd</sup> March 1843 that the sum of One Hundred Pounds was this day paid to me in further part satisfaction of the principal sum of £40,000 secured by the within written Indenture

*sig:* R H Gurney

## **This Indenture**

made the seventeenth day of November in the year of our Lord one thousand eight hundred and twenty four **Between** Sir George Duckett

of Cheshunt in the County of Herts Baronet and Dame Isabella his wife of the one part and Richard Hanbury Gurney of Keswick in the County of Norfolk Esquire of the other part **Whereas** by an Act of Parliament made and passed in the sixth year of the reign of his late Majesty King George the third intituled "An act for making and continuing navigable the River Stort in the Counties of Hertford and Essex" after reciting that a by an act passed in the thirty second year of the reign of his then 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 same 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 aim and purpose as in the last mentioned act were given and directed **And** after further writing that after passing the last mentioned act the said Commissioners had in pursuance thereof had several meetings in order to put the same in 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 completing 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 County of Middlesex Esquire on the behalf of himself and of George Jackson Esquire (afterwards Sir George Jackson and subsequently Sir George Duckett Baronet the deceased father of the said Sir George Duckett the party hereto) and William Masterman Esquire that in case the said Commissioners would concur in the obtaining another act of parliament whereby the said Charles Dingley George Jackson and William Masterman should be invested with such powers and authorities as thereinafter mentioned and that such tolls and duties as therein after enumerated should be vested in them the said Charles Dingley George Jackson and William Masterman their heirs and assigns as a consideration that they the said Charles Dingley George Jackson and William Masterman 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 five years after the passing of the act now in recital and after further reciting that the said Commissioners being

of opinion that the said act therein recited 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 empowered and should have full power and Authority by virtue of the act now in recital 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 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 act now in recital expressed or mentioned 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 or assigns in respect of their charges and expenses aforesaid for all and every or any goods wares merchandizes commodities and 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 the several rates and duties therein and hereinafter mentioned that is to say 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 six pence 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 and assigns or any two of them should think fit and powers are by the said Act now in recital given to the said undertakers their heirs and assigns to sue for and compel payment of the tolls rates and duties aforesaid in case of refusal neglect or denial of payment thereof And it was thereby further enacted that for the more easy and effectual execution of that act such part of the said river as was thereby intended to be made navigable should for the purpose therein aforesaid be deemed and taken to be within the said County of Essex And it was 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 said 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 in the nature of a tenancy in common to their and every of their proper use and behoof and they the said undertakers their heirs and assigns should be entitled 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 and assigns respectively as real estates and should be bargained and 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 thereby 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** by divers undue conveyances and other acts and assurances in the law the said shares of the said Charles Dingley and William Masterman of and in the said navigation and undertaking became well and effectively vested in the said George Duckett the father and he the same Sir George Duckett thereby became avised or possessed of the whole of the said undertaking navigation and hereditaments and of the whole benefit thereof **And whereas** the said Sir George Duckett the father by his last will and testament in writing bearing date the twentieth day of October in the year one thousand eight hundred and twenty and duly executed by him and attested in such manner as the law requires for rendering valid devises of real estates after bequeathing certain pecuniary legacies which he directed should be paid out of his personal estate gave and bequeathed unto his son the said Sir George Duckett party hereto all other his estates and effects both real and personal **To hold** the same unto his said son his heirs executors administrators and assigns respectively according to the tenure and nature of the same estates and the said testator having afterwards died without revoking or altering his said will the same was duly proved by the said Sir George Duckett party hereto the sole executor thereof on the thirty first day of December in the year one thousand eight hundred and twenty two in the prerogative Court of the Archbishop of Canterbury **And whereas** the said Sir George Duckett party hereto having occasion for the sum of forty thousand pounds hath requested the said Richard Hanbury Gurney to lend him the same which the said Richard Hanbury Gurney hath agreed to do upon having the said sum with interest for the same secured by a mortgage of the aforesaid navigation and hereditaments and



**Whomsoever** be extinguished both at law and in equity **And this Indenture further Witnesseth** that for the consideration herein before expressed the said Sir George Duckett party hereto hath granted bargained sold assigned transferred and set over And by these presents doth grant bargain sell assign transfer and set over unto the said Richard Hanbury Gurney his executors administrators and assigns **All** boats and barges with their tackle furniture and apparel coals goods and chattels of him the said Sir George Duckett party hereto 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 title interest property claim and demand whatsoever of him the said Sir George Duckett party hereto in or to the same **To have** hold service and enjoy the said boats and barges with their tackle furniture and apparel coals goods and chattels and all and singular other the premises hereby assigned or expressed or intended so to be unto the said Richard Hanbury Gurney his executors administrators and assigns to and for his and their own use and benefit and with full power and authority for him the said Richard Hanbury Gurney his executors administrators and assigns to demand and sue for recover receive and give effectual discharges for the same and every of them and every or any part thereof subject nevertheless to the proviso or agreement for the redemption of the same herein after contained (that is to say) provided always and it is hereby and agreed declared ^ by and between the said parties to these presents that if the said Sir George Duckett party hereto his heirs executors administrators or assigns shall pay or cause to be paid unto the said Richard Hanbury Gurney his executors administrators or assigns at or in the Guildhall porch in the City of Norwich the sum of forty thousand pounds of lawful money current in Great Britain with interest for the same at the rate of four pounds for one hundred pounds for a year upon the seventeenth day of May now next ensuing without any reduction or abatement out of the same or any part thereof on any account whatsoever Then and in such case the said Richard Hanbury Gurney his heirs executors administrators or assigns shall and will upon the request and at the charge of the said Sir George Duckett party hereto his heirs executors administrators or assigns *reconvey* and reassign **All** and singular the navigation and other the hereditaments and premises hereby granted released and assigned or expressed or intended so to be with their respective rights members and appurtenances according to the nature and tenure thereof respectively unto and to the use of the said Sir George Duckett party hereto his heirs administrators or assigns or unto such person or persons as he or they shall direct or appoint freed from all incumbrances to be made or created by the said Richard Hanbury Gurney his heirs executors administrators or assigns anything herein contained to the contrary thereof in any wise notwithstanding **And** the said Sir George Duckett party hereto for himself his heirs executors and administrators doth covenant and agree with the said Richard Hanbury Gurney his heirs executors administrators and assigns by these presents in manner following (that is to say) that he the said Sir George Duckett party hereto his heirs executors administrators or assigns shall and will pay unto the said Richard Hanbury Gurney his executors administrators or assigns the said sum of forty thousand pounds and interest for the same at the rate aforesaid at the time and place herein before appointed for payment thereof according to the purport of the proviso herein before contained and the true intent and meaning of these presents And also that in case default shall be made in payment of the said sum of forty thousand pounds and interest for the same at the rate aforesaid or any part thereof contrary to the form and effect of the aforesaid proviso and covenant for payment of the same and the true intent and meaning of these presents then and thenceforth it shall be lawful to and for the said Richard Hanbury Gurney his heirs executors administrators and assigns from time to time and at all times peaceably and quietly to enter into hold and enjoy all and singular the navigation and other the hereditaments and premises herein before granted released and assigned or expressed or intended so to be with their appurtenances and the rents and profits thereof to receive for his and their own use and benefit without any lawful let suit trouble denial eviction interruption claim or demand whatsoever from or by the said Sir George Duckett party hereto his heirs executors administrators or assigns or any other person or persons whomsoever set free and clear of and from all former and other estates titles troubles charges and incumbrances whatsoever **And lastly** that he the said Sir George Duckett party hereto his heirs executors and administrators and all other persons now having or lawfully claiming or who shall have or lawfully claim any estate right title or interest at law or in equity in to or out of the said navigation and all other the hereditaments and premises or any part thereof shall and will from time to time and at all times upon the request of the said Richard Hanbury Gurney his heirs executors administrators or assigns make so and execute or procure to be made done and executed all such further lawful and reasonable acts deeds things conveyances and assurances in the law whatsoever for the more perfectly and absolutely granting conveying and assuring of the said navigation and other hereditaments and premises with their appurtenances unto and to the use of the said Richard Hanbury Gurney his executors administrators and assigns as by him the said Richard Hanbury Gurney his executors administrators or assigns or his or their Counsel shall be advised and required And it is hereby declared and agreed by and between the said parties to these presents that until default shall be made in payment of the said sum of forty thousand pounds or some part thereof contrary to the form and effect of the aforesaid proviso and covenant for payment of the same it shall and may be lawful to and for the said Sir George Duckett party hereto his heirs executors administrators peaceably and quietly to have hold and enjoy all and singular the said navigation hereditaments and premises and to receive and hold the rents and profits thereof and of every part thereof to and for his and their own use and benefit without the lawful let suit trouble or interruption of the said Richard Hanbury Gurney his executors administrators or assigns or of any other person or persons lawfully claiming or to claim by from or under him or them or any of them **In Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

George  Duckett

Isabella  Duckett

Notes: £40,000 in 1824 = £2,750,000 in 2010

Behoof = to the benefit of

Enure: in law, to come into use or power

Chaldron = 25½ cwt