

CRT Deed No 184

Dated 23<sup>rd</sup> July 1844

A

G.F. Duckett Esquire and	}	
Mr and Mrs Burrard.....	}	Further Security
to	}	
R.H. Gurney Esqre	}	

A memorial registered at eleven in the forenoon the twenty fourth of October 1844.....*sig. J Trigge*

Dep Reg

*The following inscriptions are on the title page*

Sealed and delivered by the within named Henry Birkbeck in the presence of:

*(space)*

This Deed marked A was this day produced before us and acknowledged by Isabella the Wife of George Burrard therein named to be her act and deed previous to which acknowledgement the said Isabella was examined by us separately and apart from her husband touching her knowledge of the contents of the said deed and her consent thereto and declared the same to be freely and voluntarily executed by her Dated the fifteenth day of August one thousand eight hundred and forty four

Signed sealed and delivered by the within named Sir George Duckett in the presence of

<i>sig:</i>	Willm Yatman	43 Lincolns Inn Fd Solr.
<i>sig:</i>	Harold Kenworthy	Clerk to Mr Yatman

Signed sealed and delivered by the within named George Burrard and Isabella his wife in the presence of

<i>sig:</i>	#####	Solr Lymington Hants
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Signed sealed and delivered by the within named George Floyd Duckett in the presence of

<i>sig:</i>	Harold Kenworthy
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Signed sealed and delivered by the within named Richard  
Hanbury Gurney in the presence of

sig: R.S Barrington Solr Norwich  
sig: J D Robberds Solr Norwich

A

In Chancery

Gurney v Duckett  
Same v Birkbeck

Shewn to John Randall Harold Kenworthy &  
John Day Robberds on their examination for  
the Compl

sig: #####

Solr

*The following printed form is pinned to the first page of this deed:*

**These are to certify** that on the *fifteenth* day of *August* in the Year  
*One Thousand Eight Hundred and forty four* before us *Edward Horatio Moore*  
*and Chiels Cripps Wilkinson*

Two of the perpetual

Commiussioners appointed ~~~ for the ~~~~~ County of *Southampton*

for taking the acknowledgements of Deeds by Married Women pursuant to an Act passed in the ~~Third~~ and Fourth  
Year of the Reign of His late Majesty King William the Fourth, intituled, "An Act for the Abolition of Fines and  
Recoveries, and for the substitution of more simple modes of Assurance" appeared personally *Isabella*

~~~~~ the wife of *George Burrard* and produced a

certain indenture marked A bearing date the *twenty third*  
*day of July* in the year if our Lord *One thousand eight hundred*  
*and forty four* and made between *George Floyd Duckett* of the first  
part the said *George Burrard* and *Isabella* his wife of the  
second part *Sir George Duckett* of the third Part *Richard*  
*Hanbury Gurney* of the fourth part and *Henry Birkebeck* of  
the fifth part ~~~~~

and ~~~~~ acknowledged the same ~~~~~ to be  
her ~~~~~ Act and Deed AND WE DO HEREBY ~~~~~ CERTIFY that the said

*Isabella* was ~~~~~

at the time of her ~~~~~ acknowledging the said deed ~~~~~

of full age and competent understanding, and that *she was* ~~~~~

examined by us apart from her ~~~~~ Husband touching

her ~~~~~ knowledge of the contents of the said deed ~~~~~

and that she ~~~~~ freely and voluntarily consented to the same

|               |         |      |                               |   |      |               |
|---------------|---------|------|-------------------------------|---|------|---------------|
| EXAMIN'D COPY | (stamp) | sig: | Charles John Tindal           | } | sig: | E H Moore     |
|               |         | sig: | Charles S Welch               | } | sig: | C C Wilkinson |
|               |         |      | Registrar of Certificates &c. | } |      |               |

**This Indenture** made the twenty third day of July in the year of our Lord One thousand eight hundred and forty four **Between** George Floyd Duckett now quartered at Glasgow in Scotland a Captain in Her Majesty's Army of the first part George Burwood of Lymington in the County of Hants Esquire and Isabella his wife of the second part Sir George Duckett of Little Stanhope Street in the County of Middlesex Baronet of the third part Richard Hanbury Gurney of Hethersett in the County of Norfolk Esquire of the fourth part and Henry Birkbeck of Keswick in the said County of Norfolk Esquire of the fifth party **Whereas** by Indenture of Release and Assignment bearing date on or about the twenty seventh day (*actually 17<sup>th</sup> November*) of November in the Year One thousand eight hundred and twenty four grounded so far as it operated as a Release Lease of bargain and sale for a year and made or expressed to be made between the said Sir George Duckett and Dame Isabella his wife of the one part and the said Richard Hanbury Gurney of the other part and by means of a fine duly levied by the said Sir George Duckett and Dame Isabella his wife in pursuance of a Covenant for that purpose contained in the said Indenture of Release and Assignment All the Undertaking of the Navigation of the River Stort in the Counties of Hertford and Essex established by an Act of Parliament passed for that purpose in the Sixth year of the Reign of King George the third and all lands tenements and hereditaments belonging thereto and all the Tolls rates and duties arising therefrom and all boats barges and other goods and chattels upon or about the same were respectively conveyed assigned unto and to the use of the said Richard Hanbury Gurney his heirs executors administrators and assigns subject nevertheless to a proviso for the redemption of the said hereditaments and premises on payment by the said Sir George Duckett his heirs executors administrators or assigns unto the said Richard Hanbury Gurney his executors administrators and assigns of the sum of Forty thousand pounds with interest for the same at the rate of Four pounds for One hundred pounds for a year on the twenty seventh day of May then next ensuing **And whereas** by Indenture bearing date on or about the eighth day of May in the year One thousand eight hundred and thirty four and made or expressed to be made between the said Sir George Duckett and Dame Isabella his wife of the one part and John Wright of Henrietta Street Covent Garden in the County of Middlesex Esquire Edmund William Jerningham of the same place Esquire the said Sir George Duckett and Francis Giles of Salisbury Street Strand in the County of Middlesex Civil Engineer of the other part After reciting that on the twenty second day of March One thousand eight hundred and thirty two a Fiat in Bankruptcy was duly issued against the said Sir George Duckett Sir Francis Berners Morland Baronet and Thomas Tyringham Berners Esquire who carried on Business in Copartnership together as Bankers under which they were duly found and declared Bankrupt and that Moses Asher Goldsmid of Basinghall Street in the City of London Esquire was appointed official Assignee of their Estate and Effects and the Right Honorable Henry Ellis of Welbeck Street Cavendish Square Charles Barry Baldwin of Parliament Street in the City of Westminster Esquire Lewis Powell of John Street Berkeley Square in the said County of Middlesex Esquire and Robert Pugh of Salisbury Street aforesaid Coal Merchant was chosen to be the other assignees of such Estate and Effects And writing that the said Sir George Duckett has obtained his Certificate of Conformity under such Bankruptcy and that by Indentures of Lease and Release bearing date respectively the Lease the day before and the Release even date with the said Indenture in Recital the release being made between the said Henry Ellis Charles Barry Baldwin Lewis Powell Robert Pugh and Moses Asher Goldsmid of the first part the said Sir George Duckett of the second part Anthony George Wright therein described of the third part and the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles of the fourth part and also by means of a certain Deed Poll under the hands and seals of the said Henry Ellis Charles Barry Baldwin Lewis Powell Robert Pugh and Moses Asher Goldsmid John Wright Edmund William Jerningham Sir George Duckett Francis Giles and Anthony George Wright also bearing even date with the said Indenture in recital All the Undertaking of the Navigation of the said River Stort in the said Counties of Hertford and Essex established by said Act of Parliament as aforesaid and all lands tenements and hereditaments belonging thereto and the tolls rates and duties arising therefrom and all boats barges and other goods and chattels upon or about the same were respectively conveyed assigned and assured unto and to the use of or in trust for the said John Wright Edward (*sic*) William Jerningham Sir George Duckett and Francis Giles their heirs executors administrators and assigns as joint tenants but subject nevertheless to the said Mortgage to the said Richard Hanbury Gurney for securing the sum of Forty Thousand Pounds and Interest and to another Mortgage to William Yatman Esquire for securing the sum of Five thousand

pounds with Interest at Four pounds and ten shillings per centum per annum And further reciting that by certain other Indentures of Lease and Release bearing date respectively the Lease the day before and the Release even date with the said Indenture in recital the release being made between Joshua Evans therein described of the first part the said Henry Ellis Charles Barry Baldwin Lewis Powell Robert Pugh and Moses Asher Goldsmid of the second part the said Sir George Duckett of the third part the said William Yatman of the fourth part Anthony George Wright therein described of the fifth part the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles of the sixth part and William Witham therein described the seventh part All the Undertaking called the Hertford Union Canal establish by a certain Act of Parliament passed for that purpose in the fifth year of the reign of the late King George the fourth and all lands tenements and hereditaments goods and chattels belonging thereto or connected therewith and all rates tolls and duties arising therefrom were in manner therein mentioned and according to the nature or tenure of the Property conveyed assigned and assured respectively unto and to the use of or in trust for the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles their heirs executors administrators and assigns as joint tenants subject nevertheless to a Mortgage thereof made to the said William Yatman for securing to him a sum of Six thousand seven hundred and twenty three pounds thirteen shillings and ten pence with Interest after the rate of Four pounds and ten shillings per centum per annum (but of which said sum of Six thousand seven hundred

was the same as the sum of five thousand pounds

and twenty three pounds thirteen shillings and ten pence Five thousand pounds ^ thereinbefore mentioned to be secured to the said William Yatman on the said Stort Navigation and also reciting that by certain other Indentures of Lease and Release bearing date respectively the Lease the day before and the Release even date in the said Indenture in recital the

**Release** being made between the said Henry Ellis Charles Barry Baldwin Lewis Powell Robert Pugh and Moses Asher Goldsmid of the first part Sir George Duckett of the second part the said Anthony George Wright of the third part and the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles of the fourth part a certain piece of land in the Parish of St Mary Stratford Bow in the County of Middlesex containing Fore acres two roods and twenty perches or thereabouts and in the Indenture now in recital particularly described was conveyed and assured to and for the use of the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles their heirs and assigns as joint Tenants And also reciting that by certain other Indentures of Lease and Release bearing date respectively the Lease the day before and the Release even date in the said Indenture in recital the release being made between the said Joshua Evans of the first part William Alexander Martinmore therein described of the second part Henry Ellis Charles Barry Baldwin Lewis Powell Robert Pugh and Moses Asher Goldsmid of the third part the said Sir George Duckett of the fourth part and the said Anthony George Wright of the fifth part and the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles of the sixth part the several pieces or parcels of land partly freehold and partly copyhold situate in the said Parish of St Mary Bow and containing respectively Three acres three roods and thirty perches Five acres three roods and twenty two perches and Twelve acres three roods and twenty three perches and therein particularly described were together with a right of way therein mentioned conveyed assigned and assured respectively unto and to the use of or in trust for the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles and their heirs and assigns in manner in the same Indenture of Release mentioned And further reciting that in the said several Indentures of Release thereinbefore recited the several conveyances so thereby made to the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles as aforesaid were covenanted to have been made in consideration of certain sums (amounting together to the sum of Seventeen thousand and two hundred pounds paid by the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles to the said assignees of the said Sir George Duckett as the purchase money of the said several hereditaments and that in fact such several conveyances were so made in consideration not only of the said several sums of money so paid to the said Assignees as aforesaid but also in consideration of the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles procuring the said Dame Isabella Duckett to extinguish all her right of Dower in the freehold and copyhold Estates of the said Sir George Duckett not included in the said Conveyances and to release any annuity or rentcharge which might have been granted to her by the said Sir George Duckett and reciting that the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles in pursuance of the said contract on their part did not only pay the said several sums amounting to Seventeen thousand and two hundred pounds to the said assignees but had also procured the said Dame Isabella Duckett to extinguish such right of Dower and Release such annuity as aforesaid as well in respect of the Hereditaments not included in the said recited conveyances as also in respect of those which were so included And further reciting that the whole of the said sum of Seventeen thousand and two hundred pounds so paid as aforesaid was in fact advanced and paid by the said John Wright Edmund William Jerningham and Francis Giles alone as the said Sir George Duckett did thereby acknowledge and that the several transactions aforesaid

took place in consequence of an arrangement entered into between the said Sir George Duckett and Dame Isabella his Wife of the one part and the said John Wright  
William  
Edmund ^ Jerningham and Francis Giles of the other part whereby with a view of preserving the Property thereinbefore described for the family of the said Sir George Duckett and Dame Isabella his Wife the said John Wright Edmund William Jerningham and Francis Giles agreed to advance the sum of Eighteen thousand pounds at Interest upon the security of the said Property in order to enable the said Dame Isabella Duckett with the help of surer release by her or of her Dower and other interests as was thereinbefore mentioned to become the purchaser of the said Property for the benefit of herself her husband and her children in manner thereafter expressed And reciting that in pursuance of such arrangement the sum of Seventeen thousand and two hundred pounds has been applied by the said John Wright Edmund William Jerningham and Francis Giles in making the several payments aforesaid and that the further sum of Eight hundred pounds making together the sum of Eighteen thousand pounds has been applied by them towards payment of various expenses attending the several conveyances aforesaid and  
advanced  
further reciting that Three thousand pounds part of the said Sum of Eighteen thousand pounds so paid and expended as aforesaid was ^ by the said Francis Giles and that the remaining Fifteen thousand pounds thereof was advanced by the said John Wright and Edmund William Jerningham and that it was agreed that both of them should receive interest for the said respective sums as follows (that is to say) Interest after the rate of Five pounds for One hundred pounds for a year on the said Three thousand pounds and Interest after the rate of Four pounds and ten shillings for One hundred pounds for a year on the said Fifteen thousand pounds And that it was further agreed as between the said Francis Giles and John Wright and Edmund William Jerningham the said Francis Giles should have priority over the said John Wright and Edmund William Jerningham in payment of the said several sums and Interest It is by the said Indenture in recital witnessed that for the considerations thereinbefore expressed It was thereby agreed and declared that the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles their heirs executors administrators and assigns should stand seized and possessed of and interested in all and singular the said several hereditaments and premises conveyed assigned and assured to them as aforesaid Upon trust that they the ~~said John Wright~~

**Said** John Wright Edmund William Jerningham Sir George Duckett and Francis Giles and the survivors and survivor of them and the heirs executors or administrators of such survivor and the Trustees or Trustee for the time being should from time to time receive the rates tolls and duties rents issues and annual profits arising and should apply the same in the first place in payment to the said Richard Hanbury Gurney and William Yatman respectively of the interest due and to become due upon their said respective Mortgage securities as and when such interest should respectively accrue and become payable and should in the second place by and out of such rates tolls duties rents issues and annual profits as aforesaid pay and discharge so much as might remain unpaid of the costs charges and expenses allowing or occasioned by the several Purchases and Conveyances so made by and to the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles as aforesaid or the arrangement so made between them and the said Sir George Duckett and Dame Isabella his Wife as thereinbefore mentioned of the preparing and executing the said Indenture now in recital And also all Goods charges and expenses which should or might from time to time be incurred or become necessary in or about the execution of the several Trusts and Powers created and declared by the Indenture now recital and should in the third place by and out of the said rates tolls duties rents issues and annual profits from time to time pay and discharge the wages and salaries of all Engineers Surveyors Agents Managers Receivers Lock Keepers Toll keepers Workmen and Servants then employed or who should thereafter be employed in upon or about the said Stort Navigation or the said Hertford Union Canal or any other of the said Trust Hereditaments and Premises and the Premiums upon any Insurances then existing or which should or might be affected on any of the said Premises and all other costs charges and expenses whatsoever attending the management keeping up and carrying on of the said Navigation and Canal respectively or which might be necessary or proper to be incurred in or about the said other hereditaments and premises or any of them And also all costs charges and expenses attending the making any such repairs enlargements improvements and alterations or erecting any such additional works building or machinery as were thereafter authorised to be made and erected respectively and should in the fourth place by and out of the said rates tolls duties rents issues and annual profits from time to time pay or retain to the said Francis Giles John Wright and Edmund William Jerningham respectively and their respective executors administrators or assigns Interest on the said several sums of Three thousand pounds and Fifteen thousand pounds so advanced by them respectively as aforesaid at the several rates of Five pounds per centum and Four pounds and ten shillings per centum per annum and according to the priority so agreed on as aforesaid such interest on both the said sums to be paid or retained by equal half yearly portions on the

days therein mentioned and the first payment or retainer thereof to be made on the eighth day of November then next and should in the fifth place by and out of the said rates tolls duties rents issues and annual profits from time to time pay and discharge or retain all interest which should and might become due in respect of any Mortgage to be made of the said trust hereditaments and premises or in respect of any advance to be made on the security thereof under or by virtue of any of the powers thereafter for that purpose contained and should in the sixth place by and out of the said rates tolls duties rents issues and annual profits pay or retain to the said Sir George Duckett the sum of Two hundred pounds at or before the expiration of one calendar month from the date of the said Indenture in recital and should in the seventh place by and out of the said rates tolls duties rents issues and annual profits levy and raise during the life of the said Dame Isabella Duckett the clear annual sum of One hundred pounds and pay and apply and dispose of the same by equal half yearly payments on the days therein mentioned unto and for the sole and separate use of the said Dame Isabella Duckett as therein directed and should in the eighth place by and out of the said rates tolls duties rents issues and annual profits levy and raise after the death of the said Dame Isabella Duckett in case she should die before the trusts thereafter declared for the liquidations of the said mortgage debts should be satisfied or determined leaving her son and daughter the said George Floyd Duckett and Isabella Burrard then Isabella Duckett and henceforth referred to as Isabella Burrard or either of them her surviving the clear annual sum of One hundred pounds Sterling until the said trusts for liquidation should be fully satisfied and determined or until both the said George Floyd Duckett and Isabella Burrard should previously die and should pay the same annual sum by equal half yearly portions on the twenty fifth day of March and the twenty ninth day of September in each year the first of such half yearly payments to be made on such of the two said days as should first happen after the decease of the same Dame Isabella Duckett unto the said George Floyd Duckett and Isabella Burrard in equal shares and in case either of them should die during the continuance of the said annuity then and thenceforth should pay the whole of such annuity to the survivor And should in the ninth place by and out of the said rates tolls duties rents issues and annual profits levy and raise during the life of the said Sir George Duckett one clear annual sum of Two hundred pounds Sterling and pay or retain the same by equal half yearly payments on the days therein mentioned unto the said Sir George Duckett or his assigns and should in the tenth place by or out of the said rates tolls duties rents issues and annual profits levy and raise after the death of the said Sir George Duckett in case he should die before the trusts thereafter declared for the liquidation of the said Mortgage debts should be satisfied or determined leaving the said George Floyd Duckett and Isabella Burrard or either of them him surviving one clear annual sum of two hundred pounds until the said trusts for liquidation should be fully satisfied and determined or until both the said George Floyd Duckett and Isabella Burrard should previously die and should pay the same

**Annual** sum by equal half yearly payments on the days therein mentioned in each year the first of such half yearly payments to be made on such of the said date as should first happen after the decease of the said Sir George Duckett unto the said George Floyd Duckett and Isabella Burrard in equal shares and in case either of them the said George Floyd Duckett and Isabella Burrard should die during the continuance of the said Annuity then and thenceforth should pay the whole of such annuity to the survivor (such last mentioned annuity of two hundred pounds to be without prejudice to and in addition to the said annuity of One Hundred pounds thereinbefore made payable to the said George Floyd Duckett and Isabella Burrard after the death of their said mother) And upon further trust that they the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles and the survivors and survivor of them and the heirs executors or administrators of such survivor and the Trustees or Trustee for the time being should from time to time where and so often as there should be a disposable surplus of the said rates tolls duties rents issues and annual profits remaining in their or his hands after answering and satisfying the several trusts and purposes thereinbefore recited and declared or such of them as should for the time being be existing lay out and invest the whole of such disposable surplus in or upon such stocks funds or securities and accumulate the same and the income thereof as therein mentioned and directed and should stand possessed of and interested in all and singular such stocks funds and securities as aforesaid and the accumulations thereof Upon trust in the first place to hold the same or so much thereof as the Trustees or Trustee for the time being might think proper as an auxiliary fund to the rates tolls duties rents issues and annual profits of the said trust hereditaments and premises for answering satisfying the several trusts and purposes thereinbefore recited and declared of and concerning the same in case the said rates tolls duties rents issues and annual profits should in any year or years prove insufficient for such purposes and subject to the trust aforesaid Upon trust

to apply the said stocks funds and securities and the accumulations thereof in the discharge and liquidation of the said several debts of Forty thousand pounds Five thousand and eight hundred pounds Three thousand pounds and Fifteen thousand pounds so due and owing to the said Richard Hanbury Gurney William Yatman Francis Giles John Wright and Edmund William Jerningham respectively as aforesaid according to their several priorities and also all other Mortgage debts (if any) then affecting the said trust premises or any part thereof or which should or might be thereafter contracted ~~such discharge and liquidation to be made~~ upon the security of the same under or by virtue of any of the powers hereinafter contained such discharge and liquidation to be made and effected by such Instalments in such order at such time or times and generally in such manner as under existing circumstances should be found most convenient and as to the Trustees or Trustee for the time being should in their or his uncontrolled direction appear to be most for the benefit and advantage of the trust estates And from and after full payment and discharge of all such present and future Mortgage debts and interest as aforesaid and subject and without prejudice to all and singular the trusts and powers thereinbefore and thereafter recited expressed and declared of and concerning the said trust hereditaments and premises and the annual produce thereof It was thereby agreed and declared and agreed that they the said John Wright Edmund William Jerningham Sir George Duckett and Francis Giles their heirs executors administrators and assigns should stand seized possessed and interested of and in as well the said several trust hereditaments and premises so conveyed and assigned to them respectively as aforesaid and the rates tolls duties rents issues and annual profits arising therefrom as also the stocks funds and securities in or upon which any part of such rates tolls duties rents issues and annual profits arising should or might be laid out or invested and the accumulations thereof upon to and for the trusts intents and purposes following (that is to say) upon trust in the first place thereout and by thereof to levy and raise during the life of the said Isabella Burrard one clear annual sum of One thousand pounds sterling and to pay the same to her or her assigns by equal quarterly payments on the days therein mentioned in each year the first of such quarterly payments to be made on such of the said days as should first happen next after the full payment and discharge of all such mortgage debts as aforesaid and subject to the due payment of such annual sum In trust for the said the said George Floyd Duckett his executors administrators and assigns absolutely for ever **And whereas** on or about the Third day of January in the year One thousand eight hundred and thirty eight the said Isabella Duckett the Daughter intermarried with and became the Wife of the said George Burrard **And whereas** the said Sir George Duckett and Dame Isabella his Wife are respectively still living **And whereas** the said principal sum of Five thousand and eight hundred pounds so secured to the said William Yatman as aforesaid has been secured to the principal sum of Two thousand pounds only **And whereas** One thousand and five hundred pounds part of the said Three thousand pounds so secured as aforesaid to the said Francis Giles hath sometime since been paid and satisfied to the said Francis Giles as aforesaid was by an Indenture of Assignment bearing date the (*space*) day of (*space*) One thousand eight hundred and (*space*) and made between the said Francis Giles of the one part and the said William Yatman of the other part in consideration of the like sum of One thousand and five hundred pounds by the said William Yatman paid to the said Francis Giles assigned unto the said William Yatman his executors administrators and assigns **And whereas** Five hundred pounds part of the last mentioned

**Sum** of One thousand and five hundred pounds so secured and assigned as last aforesaid hath both paid and satisfied to the said William Yatman leaving the sum of One thousand pounds only due to the said William Yatman as such Assignee of the said Francis Giles as aforesaid **And whereas** the sum of one thousand three hundred and fifty pounds part of the said principal sum of Forty thousand pounds secured as aforesaid to the said Richard Hanbury Gurney by the said hereinbefore part recited Indenture of Release of the twenty seventh (*actually 17th*) day of November One thousand eight hundred and twenty four hath been paid off and discharged and the sum of Thirty eight thousand six hundred and fifty pounds residue of the said sum of Forty thousand pounds with interest for the said sum of Thirty eight thousand six hundred and fifty pounds from the eighth day of May last now only remains due and owing to the said Richard Hanbury Gurney under or by virtue of the same Indenture **And whereas** the said Richard Hanbury Gurney hath required ~~the~~ further security for the payment of the said sum of Thirty eight thousand six hundred and fifty pounds so remaining due to him as aforesaid being dissatisfied with the existing security for the same the said George Floyd Duckett and George Burrard and Isabella his wife have respectively agreed upon the application and request of the said Sir George Duckett and as an inducement to the said Richard Hanbury Gurney to postpone the immediate calling in of the said Mortgage but without limiting his right


to call in the same at any time after the date of these presents to assign the several annuities or yearly sums provided for and secured to the said George Floyd Duckett and Isabella Burrard and the survivor and the said annuity or yearly sum of One thousand pounds and secured to her the Isabella Burrard as aforesaid and the said George Floyd Duckett hath also agreed to convey assign and transfer all his Estates and interests in the said trust hereditaments and premises under the said hereinbefore recited Indenture of the eighth day of May One thousand eight hundred and thirty four unto or in trust for the said Richard Hanbury Gurney his heirs executors administrators and assigns in manner hereinafter mentioned **Now this Indenture witnesseth** that in pursuance and part performance of the said recited agreement and for and in consideration of the premises and also in consideration of the sum of ten shillings of lawful money current in Great Britain to the said George Floyd Duckett and George Burrard and Isabella his wife paid by the said Henry Birkbeck immediately before the execution of these presents the receipt whereof is hereby acknowledged They the said George Floyd Duckett and George Burrard and Isabella his wife as to and concerning and so far as relates to the said respective annuities or yearly sum of One hundred pounds and two hundred pounds so provided for and directed to be paid to them the said George Floyd Duckett and Isabella Burrard and the survivor of them as aforesaid And the said George Burrard and Isabella his Wife as to and concerning and so far as relates to the said respective annuities or yearly sum of One Thousand pounds so provided for and secured to her the said Isabella Burrard as aforesaid and on the nomination of the said Richard Hanbury Gurney and at the request and by the direction of the said Sir George Duckett testified by their severally executing these presents and by way of assurance only and not of covenant or warranty and especially not so as to render themselves or any of them or their or any of their representatives or estates or efforts (except the estate effects hereditaments and premises hereby respectively assigned and released or intended so to be personally or otherwise liable for the payment of the said sum of Thirty eight thousand six hundred and fifty pounds so remaining due to the said Richard Hanbury Gurney or the Interest thereof or any part of the same do and each and every of them doth by these presents which are intended to be produced and acknowledged by the said Isabella the Wife of the said George Burrard in the manner prescribed and directed by an Act of Parliament passed in the third and fourth years of the reign of His late Majesty King William the Fourth entitled “An Act for the abolition of fines and Recoveries and for the substitution of “more simple modes of assurance” bargain sell assign and transfer unto the said Henry Birkbeck his executors administrators and assigns All those the said several and respective expectant annuities of One hundred pounds and Two hundred pounds so respectively provided for and secured to them the said George Floyd Duckett and Isabella Burrard and the survivor of them during their lives and the life of such survivor as aforesaid by the hereinbefore recited Indenture of the eighth day of May One thousand eight hundred and thirty four And also the said annuity or yearly sum of One thousand pounds by the same Indenture provided for and secured (from the time therein appointed) to her the said Isabella Burrard during her life and every part thereof respectively and the full benefit of all trusts and provisions in the said Indenture contained for the payment or securing the  
of the same  
payment ^ respectively And all the right title interest trust property benefit claim and demand whatsoever of them the said George Floyd Duckett and George Burrard and Isabella his wife respectively of in and to the said respective annuities and premises hereby assigned or intended so to be and every part thereof **To have hold receive and take** the said annuities of One hundred pounds Two hundred pounds and One thousand pounds and other the premises hereby assigned or otherwise assured or intended so to be and every of them and every part thereof respectively unto and by the said Henry Birkbeck his executors administrators and assigns henceforth for and during the natural lives of the said George Floyd Duckett and Isabella Burrard respectively but nevertheless upon trust for the said Richard Hanbury Gurney his executors administrators and assigns to

**The** proviso declaration and agreement hereinafter contained **And this Indenture also witnesseth** that in pursuance and further performance of the said recited agreement and for the considerations hereinbefore expressed and also in consideration of the sum of ten shillings of like lawful money to the said George Floyd Duckett paid by the said Henry Birkbeck immediately before the execution of these presents the receipt whereof is also hereby acknowledged He the said George Floyd Duckett on the like nomination and at the like direction as aforesaid testified as aforesaid Doth by these presents bargain sell and release and also assign unto the said Henry Birkbeck his heirs executors administrators and assigns all and singular the trust hereditaments and premises rates tolls duties rents issues and annual profits stocks funds and securities accumulations and all other the premises in the said hereinbefore recited Indenture of the eighth day of May One



thousand eight hundred and thirty four described or mentioned or referred to and which are thereby (subject to the prior trusts thereof) directed and declared to be in trust for him the said George Floyd Duckett his executors administrators and assigns and every of them and every part of the same respectively And all the Estate right title and interest trust benefit claim and demand whatsoever of him the said George Floyd Duckett in to from or out of the said hereditaments and premises and every part thereof **To have and to hold** receive and take profits

the said hereditaments rates tolls duties rents issues and annual <sup>^</sup> ~~stocks~~ funds securities accumulations and all other the premises hereby respectively released and assigned or intended so to be and every of them and every part thereof unto and to the use of the said Henry Birkbeck his heirs executors administrators and assigns upon trust for the said Richard Hanbury Gurney his heirs executors administrators and assigns and for further and better securing to him the said Richard Hanbury Gurney his heirs executors administrators and assigns the said payment of the said sum of Thirty eight thousand six hundred and fifty pounds so remaining due as aforesaid and the interest thereof and subject to the same or the title right and benefit of redemption in equity on payment to the said Richard Hanbury Gurney his executors administrators and assigns said sum of Thirty eight thousand six hundred and fifty pounds and the interest thereof and the hereditaments and premises comprised in the hereinbefore recited Indenture of Release of the twenty seventh day of November One thousand eight hundred and twenty four are or immediately before the execution of these presents were subject or liable to under or by virtue of the same Indenture or the proviso and agreement therein contained and to the intent and so that the said annuities and sum or sums of money stocks and funds hereby respectively assigned or intended so to be may be receivable and if the said Richard Hanbury Gurney his executors administrators or assigns shall think fit be received by the said Henry Birkbeck his executors administrators or assigns and may be at the discretion of the said Richard Hanbury Gurney his executors administrators or assigns and if he or they shall so require but without obligation so to do or any loss or liability for not so doing be applicable and be applied in or towards payment satisfaction and discharge of the said sum of Thirty eight thousand six hundred and fifty pounds and the interest thereof or such parts of the same as shall from time to time remain unpaid in such order and manner as the said Richard Hanbury Gurney his executors administrators or assigns shall think proper And the said George Floyd Duckett and also the said George Burrard and Isabella his Wife do and each of them doth by these presents constitute and appoint the said Henry Birkbeck his executors and administrators to be the Attornies or Attorney of them the said George Floyd Duckett George Burrard and Isabella his wife and each and every of them for and in the names or name of them and each or either of them and their and each or either of their executors or administrators or otherwise to ask demand sue for recover and receive the said annuities monies funds and premises hereby respectively assigned or intended to to be and to adjust settle and allow all accounts relating to and to give full and effectual acquittances and discharges for the same and every part thereof the said Richard Hanbury Gurney hereby undertaking and agreeing with the said George Floyd Duckett and George Burrard and each of them and each of their heirs executors administrators to save harmless and keep indemnified them and him respectively of from and against all and all manner of costs losses damages and expenses whatsoever to be occasioned or incurred in any manner by reason or in consequence of the exercise of the power or powers lastly hereinbefore contained **And it is** hereby further agreed and declared that the receipt and receipts of the said Henry Birkbeck his executors administrators or assigns for any annuity or annuities sum or sums of money dividends interest or income payable to him or them under or by virtue of these presents shall to all intents effects and purpose discharge the person or persons paying the annuity or annuities sum or sums of money interest or income therein acknowledged or expressed to be received from all liability of seeing to the application and all responsibility for or on account of the misappropriation or nonapplication of the same or any part thereof **And** the said George Floyd Duckett so far as regards his own acts and deeds only and not further or otherwise doth hereby for himself and for his heirs executors administrators and the said George Burrard so far as regards the acts and deeds of himself and his said Wife respectively and not further or otherwise doth hereby for himself and for his heirs executors administrators and assigns covenant and declare to and with the said Henry Birkbeck his heirs executors administrators and assigns and also and separately to and with the said Richard Hanbury Gurney his heirs executors administrators and assigns that they the said George Floyd Duckett and George Burrard and Isabella his wife respectively have not nor hath at any time or times heretofore made done executed committed or willingly or knowingly suffered or been party or privy to any act deed matter or thing whatsoever whereby or by reason or means whereof the said premises by them respectively hereby assigned released or otherwise assured or intended so to be or any of them or any part thereof are is can shall or may be impeached charged or in any manner incumbered or affected **Provided always** and it is hereby expressly agreed and declared that these presents or anything herein contained shall not extend or be deemed or construed to extend to render the said Sir George Duckett George Floyd Duckett and George Burrard and Isabella his wife or any or either of them or their or any or either of their heirs executors administrators or assigns or their or any of their estate and effects whatsoever (save and except the Estate effects and premises hereby respectively assured or intended so to be) personally or otherwise liable to or chargeable with the payment of the said sum of Thirty eight thousand six hundred and fifty pounds and the interest thereof or any part of the same **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

sig: George Floyd  Duckett

sig: Isabella  Burrard

sig: R H  Gurney

sig: George  Burrard

sig: George  Duckett

*The following inscription is written in the left hand margin of this final page:*

This deed marked A was this day produced before us and acknowledged by Isabella the Wife of George Burrard therein named to be her act and deed previous to which acknowledgement the said Isabella was examined by us separately and apart from her husband touching her knowledge of the contents of the said Deed and her consent thereto and declared the same to be freely and voluntarily executed by her Dated the fifteenth day of August One thousand eight hundred and forty four

sig: E H Moore

sig: C C Wilkinson

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*Notes; £40,000 in 1844 =£3,120,000 in 2010*

*£38,650 in 1844 =£3,010,000 in 2010*

*£18000 in 1844 = £1,404,000 in 2010*

*£1,000 in 1844 =£78,000 in 2010*

*£100 in 1844 =£7,800 in 2010*

