


  
 H  
 1646

His Indenture made the tenth day of June Anno Domini 1646 And in the twelveth  
 year of Charles by the grace of God of England Scotland France and Ireland King Defender of the  
 Faith of Burke Esquire and Jane his wife of the one part And John Ormes of the parish of St  
 witnesse that the said William Whiteley and Jane his wife shoul for and in consideration of the  
 to be paid per form and kept by and on the part and behalfe of the said John Ormes his executor admistr  
 confederacions them hereunto movinge **Have** devised granted and to farm letten and by thore pnt  
 John Ormes All that Messuage or Tenement with the appurtenances called or knowne by the name or  
 foitnes in the said parish of Stoney containing thore severall rooms following that is to say one Cellar p  
 other parte thereof lieth under the messuage or Tenement now in the occupation of William Hoath and adjoining  
 the hall one little room adjoining to the said hall on the North west partes called the Buttrid and litle  
 of the said kitchen which is built over part of the said house in the said William Hoath's occupation cal  
 lying betwixt the said buttrid hereby devised and the said litle kitchen and the other part lying  
 Chamber next over the said messuage or Tenement hereby also devised; one other chamber or garrett above the said other chamber  
 messuage one outhouse adjoining thereto and adjoining to part of the said house in the said William Hoath's occupation and garden lying  
 yard and from a common passage maid for foote leading onto Red ly  
 or buildings for dwelling rooms and two footes and all halfe of g  
 and outgoes by Thomas Samuels and Ellen his wife and no  
 haue and take water threath and free passage at all times d  
 All waile waile passages waile rooms lights easements benefitt  
 appurtenances And the free passage use and benefitt in gades  
 the passage through the gate of the said spittle foitnes as the said  
 ment employmente and to keie soile dust and dung without the  
 Whiteley and Jane his wife and the heires and assigns of the said  
 enter, come, goe and retorne at all convenient times into all, ov  
 and litle yard below devised in thore parts for the said William Ho  
 term of yeares hereafter granted the said messuage or Ten  
 To have and to haue the said messuage or  
 yards, Garden, Courtyard, walls, Sheddos, buildings  
 and other the premises with the appurtenances what soe  
 unto the said John Ormes his executor admistrators  
 unto the full and utter terme of thore yeares from the  
 and every yeare duringe the said terme of thore yeares unto the said William Hoath and Jane his wife and the  
 the summe of ffive poundes of good and lawfull monie of England At the fowrth most usuall feast daies or tenn mod  
 daies of the Nativitie of St John Baptist St Michael the Archangell the birth of our Lord and the Annuntiation of the blosso  
 And if it shall happen the said yeares of thore pnt or part or partell thing to be behinde and unpaid by the sp

Using title deeds for research at  
 Tower Hamlets Local  
 History Library  
 & Archives

Mark Ballard





## Introduction

The *Land and Lives* project, funded by the Heritage Lottery Fund, has opened up a collection of over 8,000 title deeds for public access at Tower Hamlets Local History Library & Archives (THLHLA).

The deeds relate to properties across the whole of the London Borough of Tower Hamlets, and have been collected from a wide range of sources (the Legal Department of the Borough and its predecessor local authorities, the Metropolitan Boroughs of Stepney, Bethnal Green and Poplar; solicitors' firms, estate agents and other businesses; gifts and sales from private owners) and periods (the 16th century to the 20th).

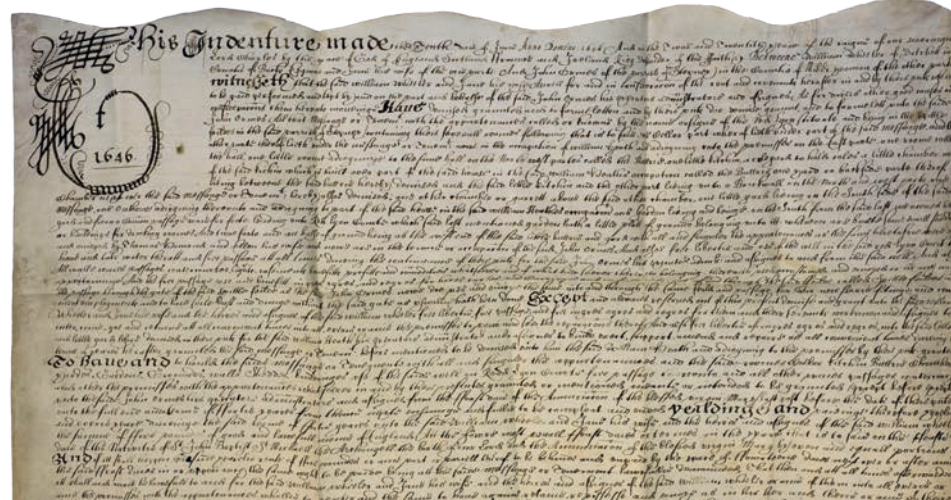
Collected in the archives over a period of nearly one hundred years, the deeds had previously been catalogued and indexed on cards. Now, the descriptions of each deed have been transferred onto Tower Hamlets Local History Library & Archives' digital catalogue database so that they can be searched for free online. With the help of volunteers, detailed information about the individuals and properties in question have been added to the catalogue records, enriching the description of the material so as to provide better search results. Throughout the recataloguing process, more precise attention has been paid to the origins of the deeds, the relationships between them, and the exact location of the land being conveyed, so that their full research potential can be presented to the public.

This guide to the collection has been produced to illustrate how title deeds can be used to study the history of a property, whether a house or a larger plot of land, and to find out more about the people who owned it, lived or worked there.

Deeds are valuable sources for both family and local history, for they may indicate an owner's family or business connections, how land was used, and may well pre-date other local source material, such as electoral registers, street directories and the census. The further back they go, the larger the plots are likely to be, so they have much to tell us about early landholding in London.

A good run of title deeds for a property provides it with a narrative: the uses to which owners put their land, what they built (and demolished), their occupations and relationships, their fortunes and misfortunes, their need to raise money, make marriage alliances, and leave bequests to their children. They might include copies of wills; detailed plans of houses, inns or workshops; inventories of house contents, or (just occasionally) the tools of a craftsman's trade.

Title deeds are not the most eagerly researched resources in archives. They are often difficult to read, maddeningly verbose, and cumbersome to handle. At first they seem full of legal jargon that seems intended to confuse and never to get to the point. But just a little practice helps you prise the key information out of a title deed. It is hoped that, even if in the past you have been daunted by them, the examples here will encourage you.



A counterpart lease of 1646 of 'The 'Red Lion', in Spitalfields, with right of access to the well in Red Lion Court, including particulars of rooms and outbuildings. Leases such as this sometimes contain surprisingly detailed descriptions of house interiors, to distinguish the lessor's fixtures and fittings from those brought by the lessee (cat ref. P/SLC/2/1/61).

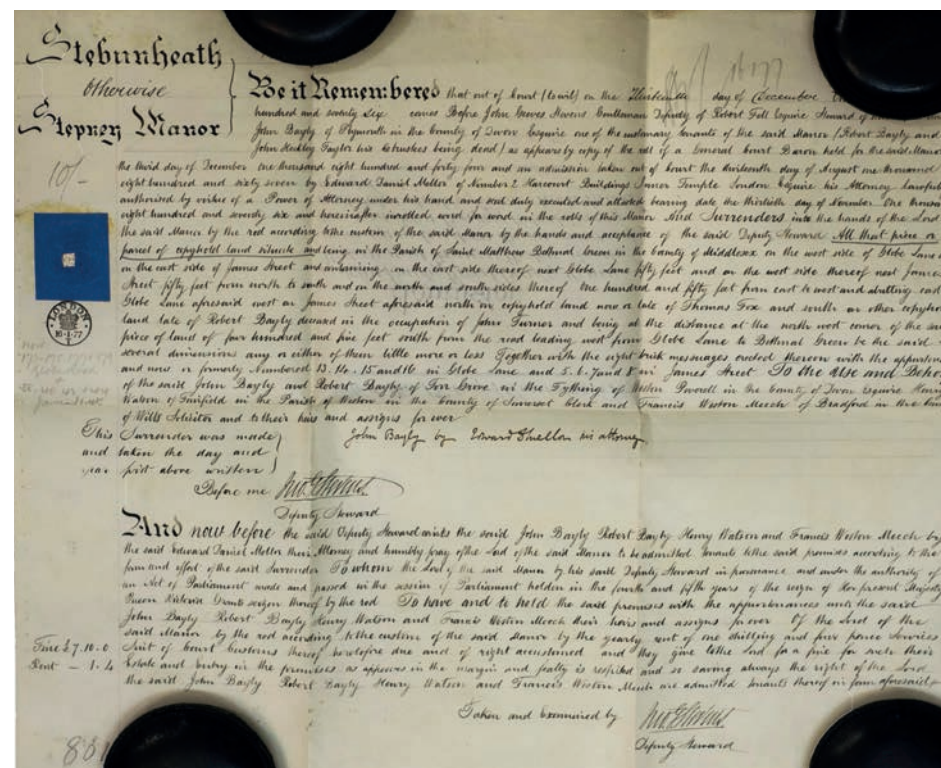




As a researcher you cannot assume that deeds survive consistently. Deeds for the same land will not always be in the same collection or repository. If property was not sold, but passed within a family from one generation to the next by will or gift, the land might remain unregistered, because registration was only required upon a property transaction.

## Freehold, leasehold and copyhold

These are the three types of interest which someone can have in land. A freehold interest is a permanent one, not limited by duration, whereas a lease is defined by a specific period of years or lifetimes. Copyhold is land held of a manor and ceased to exist with the Law of Property Act 1922. Although you might not associate manors with the urban environment, there were three manors within the borders of the present-day borough of Tower Hamlets: Stepney (the largest), Poplar and Bromley, and up to the 19th century copyhold tenure in this part of London was not uncommon. Copyhold land could not be bought and sold without the manorial tenant first *surrendering* it to the lord of the manor at the manorial court; then the new tenant to whom he had agreed to sell had to be *admitted* as a new tenant.



173-179 (odd) Globe Road, Bethnal Green (formerly nos 13-16 Globe Lane), and nearby land in Sceptre Road (formerly in James St) was once copyhold land. In this copy from the court roll for Stepney manor in 1876, John and Robert Bayly, the Rev. Henry Watson, and Francis Weston Meech are admitted tenants. Note that John Bayly, the previous tenant, first has to surrender his tenancy to the lord before being re-admitted with his new fellow tenants (Cat. ref. L/THL/J/1/2/138/4).



## Form of a deed

The *endorsement* of a deed (the bit you can still see when it is folded up) will tell you the principal parties to a transaction. Whether it is a conveyance, lease or mortgage, the vendor's, lessor's or mortgagor's (or borrower's) name respectively will appear on the left of the endorsement at the top, and the purchaser's, lessee's or mortgagee's (or lender's) name underneath. On the right, the endorsement will also probably refer to the land or interest which is being conveyed, but you are likely to find more detail inside.

On opening the deed you are likely to find it referring to itself at the top as an indenture (this indicates an agreement between parties, a hangover from medieval times when two or more copies were written on the same parchment, which was then cut in a wavy line: if later they were put together and the cuts were found to match, this indicated the validity of the agreement). A date clause follows. There may well be parties other than those indicated on the endorsement, and they will be named here in full ("X of the first/second part" etc.), often with their abodes and occupations, but some of them will only play a subsidiary role. The first numbered party will usually be the vendor, lessor or mortgagor, and the last will usually be the purchaser, lessee or mortgagee, but this is not invariably the case.

Many types of title deed continue with standard clauses in the following order.

*Recitals* are summaries of previous relevant transactions prefaced by the word **Whereas**. Sometimes they are short, but sometimes they can continue for several membranes. You may be able to skip them if they are irrelevant to your research purposes, but if earlier deeds are untraced, the information summarized here can be valuable.

The words **Now this deed witnesseth**, usually in bigger handwriting, then introduce the key clauses of the deed. The *consideration* (the purchase price or payment in kind) comes next, and then the *action* clause: here each type of transaction has a set form of words (see below). Then the words **all that** introduce the bit you are really looking for: a description of the property or

properties in the transaction. Subsidiary rights such as rights of way might be introduced by the words **and also**. It is possible that the property description is very brief, in which case you may be referred back to the **whereas** clause, or forwards to a *Schedule* (at the end) or to a plan in the margin or on a separate page. Then the *period* clause, prefaced by the words **to have and to hold**, places time limits on the validity of the transaction: freehold properties will be conveyed "for ever", while leases will be for a defined term. The words **Yielding and paying** then introduce the *rent* (if any), and the *uses* clause, prefaced by **to the use of the said Y**, indicates the beneficiary in the transaction, who may need to be distinguished from the legal purchaser or trustee in the case of a trust (for instance with settled land). There may then follow a lengthy recital of conditions and covenants binding the purchaser. A *warranty* clause then follows to restate the seller's right to convey the property, indicating that he has not made any previous transactions to invalidate the present one. The deed is then rounded off with a witness clause, such as **In witness whereof the said X hath hereunto set his name and seal the day and year above written**. If there is a fold at the bottom of the parchment, the vendor, lessor or mortgagor will sign here, or (in earlier deeds) append his seal. The witnesses to the signature sign their names on the back, or *dorse*, of the deed.



A counterpart lease of 1690, from John Campion to Christopher Bostock, of a plot containing a newly-built house in Gunfields, near King David Fort, Ratcliff (cat. ref. P/SLC/2/1/53/2).

## Leases

Probably the most common type of land transaction in THLHLA's collections. It may be that the deeds conveying the head landlord's freehold interest in the same piece of land are held elsewhere, e.g. at London Metropolitan Archives. The words **demise, set and to farm let** introduce the action clause, and the term of years follows. Many 99-year leases (and also 80 and 61-year terms in Tower Hamlets) were building leases (under the terms of which the lessee had to erect or improve a building) at a low rent; 21-year leases were more likely to be at the market rent. At the beginning of the term the tenant would receive the lease signed by the landlord, and the landlord would keep the counterpart lease, an otherwise identical document signed by the tenant. You will often find the lease and its counterpart together once the term has expired. Colleges or ecclesiastical foundations often leased out their land for a period defined by the lifetimes of certain named individuals, ending with the death of the "longest liver". Early leases, for periods as long as 1,000 years, might be granted for a substantial initial payment and a minimal annual rent, and had almost the same effect as a conveyance of the freehold.

Also very common are *assignments* of the lease, in which the tenant sold the term of years still unexpired on his lease to an assignee. The action clause begins with the words **given granted bargained sold assigned and sett over**, or later, just **assigned and sett over**. If the head lease allowed it, the tenant could sub-let (or underlease) to a sub-tenant for a term that had to end within the term of his own superior lease. It was possible for the landowner to convey the freehold to a new purchaser while such a lease or assignment was still in place.

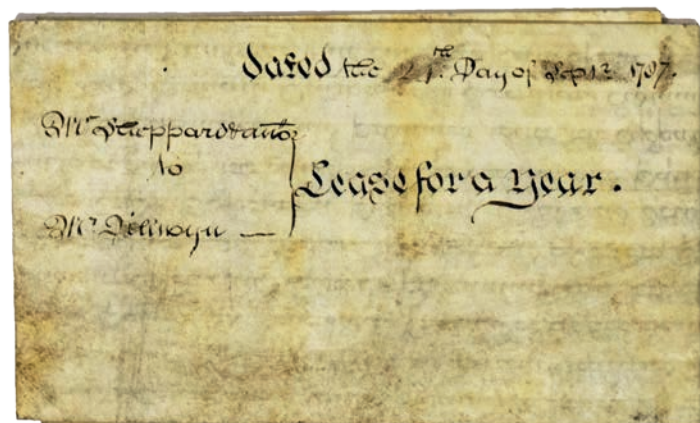
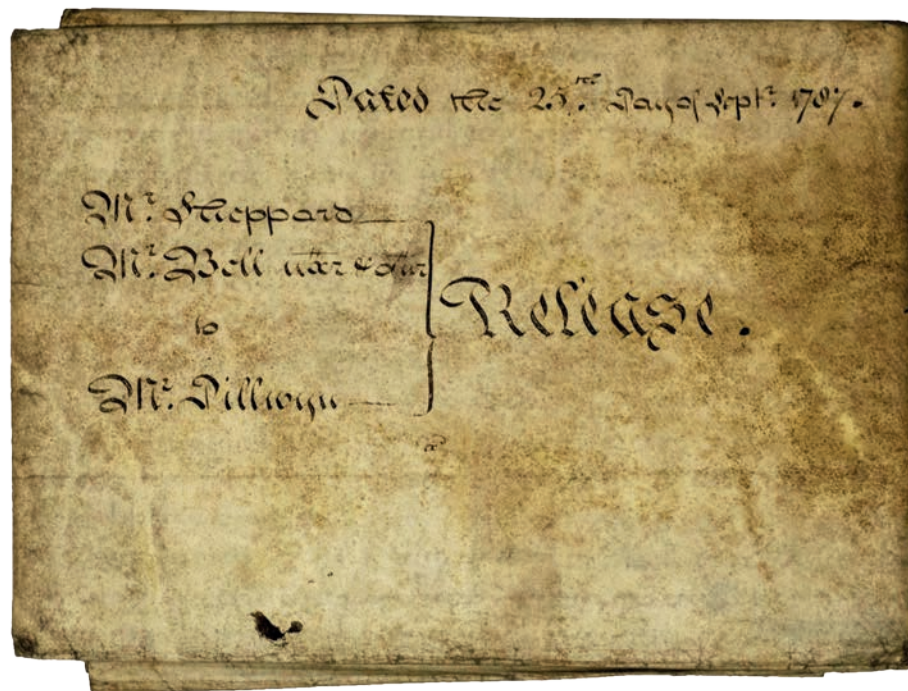


A lease for 31 years of property on the south side of Fore Street (now Narrow Street), Limehouse, to the steam engine manufacturers John and Alfred Blyth (Cat. ref. L/SMB/G/11/22/3).

## Freehold transactions

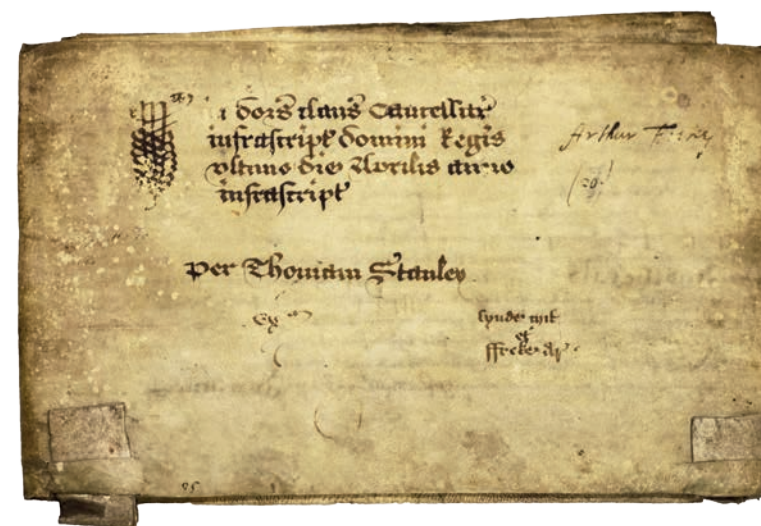
After 1841 the standard document conveying a freehold interest in land is called a conveyance. Prior to that date the form you will find most often is the *lease and release*: actually two documents executed on successive days. The lease for a year was executed to get round early requirements regarding the public enrolment of deeds, and not with a view to creating for the purchaser a separate leasehold interest. There will be no information in it that is missing from the release, which is the place to find fuller descriptions of the land, plans and so on.





The endorsements of a lease and release of 1707 (cat. ref. P/VAH/1/4/2/1).

Earlier forms you might come across, though not very often in THLHLA, are the *feoffment*, the *bargain and sale* and the *quitclaim*. The action clause in the feoffment (or deed of gift) is usually **given, granted, alienated, bargained and sold and enfeoffed**. In the bargain and sale, the “enfeoffed” is dropped and the beneficiary, as a result of his payment, acquired an equitable interest that was enrolled in the court of Chancery, indicated by the words **for the only use and behoofe of Y**. The bargain and sale is recognizable by the note of enrolment on the endorsement, beginning with the words **Irrotulatur in dorso clausarum Cancellarie**.



The note of enrolment on the endorsement of a bargain and sale. Here the freehold of the Four Mills site in Bromley-by-Bow is being conveyed by Sir Humphrey Lynde to Arthur Freke (cat. ref. P/PLC/3/1/3/3).

The feoffment and the quitclaim are not indentures because they are not agreements between two or more parties but declarations by one. In a quitclaim a previous owner of land renounces all rights on property no longer in his possession by confirming earlier transactions with the words **have graunted remised released quitclaimed and confirmed**.



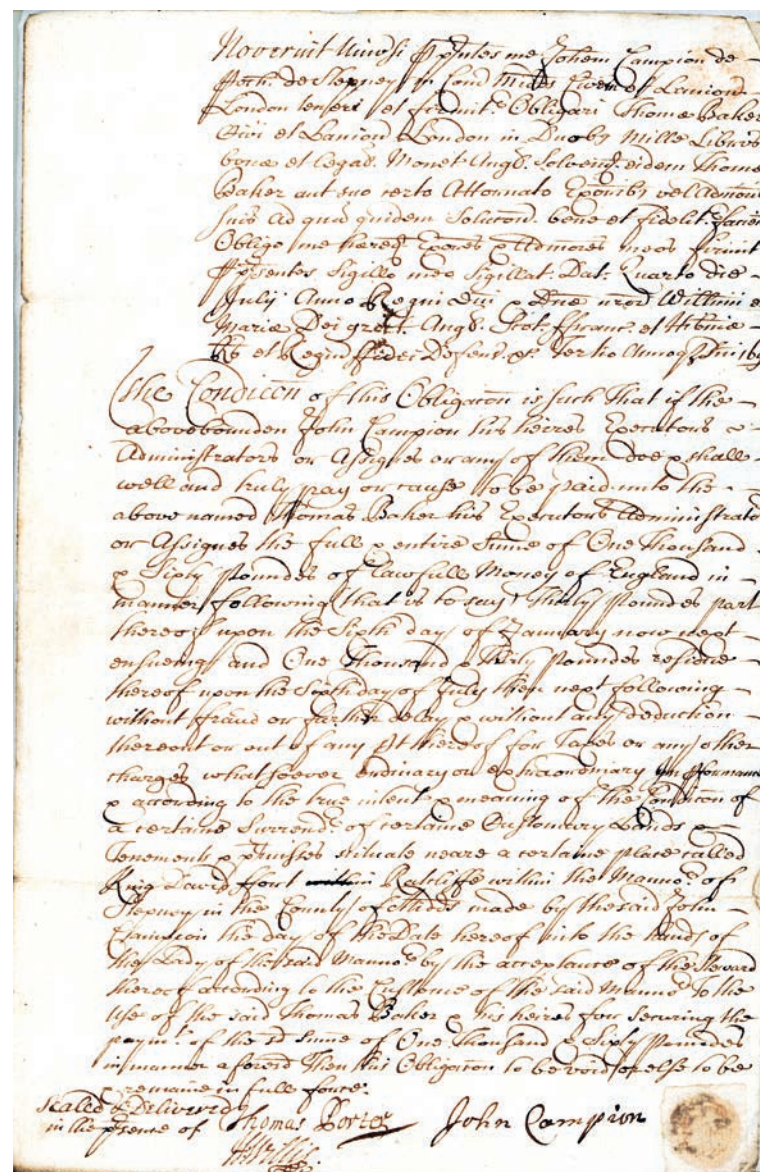
## Mortgages

Of course a purchaser today will normally acquire ownership with the aid of a mortgage, and his mortgage provider will hold on to the deeds as security until the mortgage is paid off. Before 1925 this was different: it was possible for the lender by means of a *mortgage in fee* to acquire the legal estate entirely. Nevertheless it was always understood that the purchaser would have possession of the land, and had the right to have the legal estate reconveyed to him when he had paid off the loan and interest, even if the date for repayment specified in the mortgage had passed, and this right would be upheld in the Court of Chancery. The resulting *reconveyance* to the purchaser is often endorsed on the back of the original deed.

The other form of mortgage was the *mortgage by demise* which creates a lease for a term of years in favour of the mortgage lender, while the borrowing purchaser acquires (and retains) the freehold. If the borrower needed to sell before paying off the mortgage, he and his mortgagee could combine to sell to a new purchaser. As with the standard lease, a mortgage could be assigned, so that if the mortgagee required repayment in full before the borrower was ready, and if the borrower was able to find an alternative lender, that new lender would, in return for paying off the original mortgagee, have the mortgage assigned to him.

## Other deed forms

Brief mention might be made of other forms of deed which may be found within the property context, but also elsewhere. The *bond* is an undertaking on the part of one party to another to perform a specified action, failing which he incurs a penalty. That penalty is stated at the top, in Latin until 1733. Underneath, the second part, beginning with the words **The condition of this obligation**, states that the bond will be of no effect if that action is performed.



A bond from John Campion of Ratcliff to Thomas Baker for £1000 (cat. ref. P/SLC/2/1/51/2).



*Letters patent* are often found, in the form of large pieces of parchment bearing a decorative border and a portrait of the Sovereign, with an impression of the Great Seal appended, to give the recipient exclusive use of an invention or industrial process.

The *marriage settlement* was a document drawn up between two families in anticipation of a marriage. There was normally an exchange of property between the families with a piece of land settled upon trustees. The settlement might set up a fee tail which could be renewed when the child of the marriage came of age, or broken by means of a recovery or fine.

### Searching the history of property

In record offices it is customary to find property deeds indexed by place alone, by parish or (if, as here, the land consists largely of small house-plots or “messuages”) by street. All of the title deeds held at THLHLA have additionally been indexed in great detail by personal name, a facility of considerable use to family historians. The names of all of the transacting parties have been indexed – and will therefore come up on a catalogue search – together with certain other people named in the deeds (such as occupants lacking a legal interest in the property). But don’t expect to find deeds to every single house in Tower Hamlets. It may be that the nearest that you can get to the property that interests you is a house further down the street; or a conveyance of the land pre-dating the building of the house, together with a lot of neighbouring property. Do not ignore these: even if we do not hold deeds for the house you are looking for, these earlier conveyances indicate those landlords or developers who once owned large estates in the area, to be broken into smaller individual holdings at a later date, so they may still relate to your property. Cross-reference with contemporaneous local maps or plans could substantiate this.

The archival context in which title deeds are found is also significant and something to make note of. It may be the archive of the estate owner or solicitor who looked after his affairs, or a company, business or some other institution. The deed will have got into that archive for a reason.

If you are investigating land now Council-owned, where older properties have been demolished, the deeds of those former properties may be in the archives of Tower Hamlets Borough itself (L/THL/J) or its predecessors, the Metropolitan boroughs of Stepney (L/SMB), Bethnal Green (L/BGM) and Poplar (L/PMB). This would indicate that the land has come into public ownership (e.g. by Compulsory Purchase Order, for slum clearance, council housing or street improvement). Transfer of ownership to the local authority may postdate the last transaction on the bundle: the land is likely to have been registered and the present proof of ownership will be in the form of a land certificate held by Tower Hamlets Council’s Legal Section.

There may be a difficulty in establishing the exact location of property described in a deed before street-numbering. If there is a continuous run of deeds for the property back from the time of street-numbering it is no problem. But it may be possible to locate the property by its references to adjacent or *abutting* properties which are more clearly identified today. Street names and numbers hold traps for the unwary because many London streets have been renamed more than once, and even when they have stayed unchanged the house-numbering is very likely to have been altered.

Therefore, if you are researching a property or location you know today, it is worth locating it on our most recent 1:1250 Ordnance Survey map (referring to LCC street name indexes as necessary) and trace that site back to the 1st edition 5 feet to a mile (1:1056) maps which start c.1870, before you look at any deeds, so that you know which street names to search for.



## Searching for people

The longstanding practice here of cataloguing deeds individually rather than at bundle level has greatly enhanced their potential value to family historians. Not only are the people involved in each transaction listed by name, but other names appearing in the documents have also been indexed so that, for example, occupiers or tenants of property can be identified, and not just the freeholders/owners.

Using a free text search, it is also possible to search the occupations of those named in the deeds. For example, someone studying the silk weaving industry of Spitalfields and Bethnal Green can search “weaver” to reveal documents relating to persons involved in that trade, or people interested in brewery history can search on the word “brewer”. This data helps to identify the types of trades and industries that were active in a particular location at a particular time. Names and addresses found in the deeds can be cross-referred to other sources in the collections such as trade directories, rate books and land tax assessments or by using Ancestry Library Edition, freely available on site, to parish registers and census returns.

## A case study

You live at 7 Passfield Drive, off Uamvar Street, Bromley-by-Bow E14 6QJ, and wish to trace its previous history. The house was built for Poplar Metropolitan Borough Housing Department in 1954-55.

Compare the site on our most recent 1:1250 map with its depiction on pre-1939 Ordnance Survey maps (allowing for the slightly larger scale on the older maps). You will notice that prior to World War II Uamvar Street was in a different place altogether, that the main road here was then St Leonard’s Road (the name not confined, as it is today, to the stretch south of Chadbourn Street), and that its course was then somewhat to the west of that taken by the present-day Uamvar Street. Passfield Drive did not then exist and in the place where no 7 is today there was a row of four houses, at the narrowest point between the west side of St Leonard’s Road and the London, Midland and Scottish Railway line. On the 1893 1:1056 map this is indicated as the North London Railway, and these houses are shown as nos 297-303 (even) St Leonard’s Road.

Searching on our catalogue you will find that we have a title deed for no 297 St Leonard’s Road, the reference number of which is L/THL/J/1/4/128. The deed turns out to be a counterpart lease for 21 years from 1883, from a shipwright, Robert James Moir, to a carman, Joseph Freeman. It describes no 297 as a “messuage or dwellinghouse and shop with the yard and stables in the rear” which the tenant could use for his horses. Otherwise the deed is not terribly informative and gives no further clues as to the freeholder’s title. It is not part of a larger bundle of deeds. This could be the end of our search.

However, the catalogue search came up with many “hits” for St Leonard’s Road, one of which indicates that we have deeds of 1850-56 for “1 & 2 Providence Place, on west side of Bow Lane [later St Leonard’s Rd]” (catalogue ref L/THL/J/1/4/41). Looking at the earliest 5 feet to a mile OS map, it is not possible to spot Providence Place, suggesting that it was already an obsolete



street name by 1870. (M.F. Elliston's unpublished *A Topography of Tower Hamlets* confirms that the Providence Place off St Leonard's Road was renumbered into it on 2 August 1867.) But the earlier name for St Leonard's Road, Bow Lane, might be worth a separate search. Indeed, a new search for Bow Lane shows a number of deeds held for properties on its west side, dating from the 1850s. These are not yet numbered properties, suggesting that the plots had not yet been built on (L/THL/J/1/4/41-47 and 115). One of these, L/THL/J/1/4/47, is certainly close to Passfield Drive, because it is a deed for a house at the corner of Bow Lane and Bartlett Street, and on the 1893 OS map we could see Bartlett Street being very near to nos 297-303 St Leonard's Road. L/THL/J/1/4/115 is described as being south of L/THL/J/1/4/47 and north of

L/THL/J/1/4/43, and the catalogue description for the latter says it is "immediately north of L/THL/J/1/4/41".

To compare them with the present-day site, it might be wise to check the deeds for all four properties, but a look at the full catalogue for L/THL/J shows that 1/4/41 and 1/4/43 are most likely to be helpful, as they both contain plans of the site. On examination we see that they both contain deeds of 17 September 1850 in which James Bell of Langham Place, Middlesex, architect, sold off lots 13 and 14 respectively of a larger estate. As that larger site was being divided up for sale, we cannot expect to find earlier deeds with them, but each deed contains a schedule of earlier transactions for that larger site.



*Passfield Drive, Uamvar Street, under construction in 1955. To the rear is the North London Railway and Spratt's dog biscuit factory.*







The schedule for L/THL/J/1/4/43 goes back to 1774, and here we see that the earliest listed transaction was a lease and release of 24th and 25th September 1787. The release was between the following parties:

- (1) James Sheppard
- (2) Jacob Bell and Sarah, his wife
- (3) Joseph Sheppard; Benjamin Collier
- (4) William Dillwyn

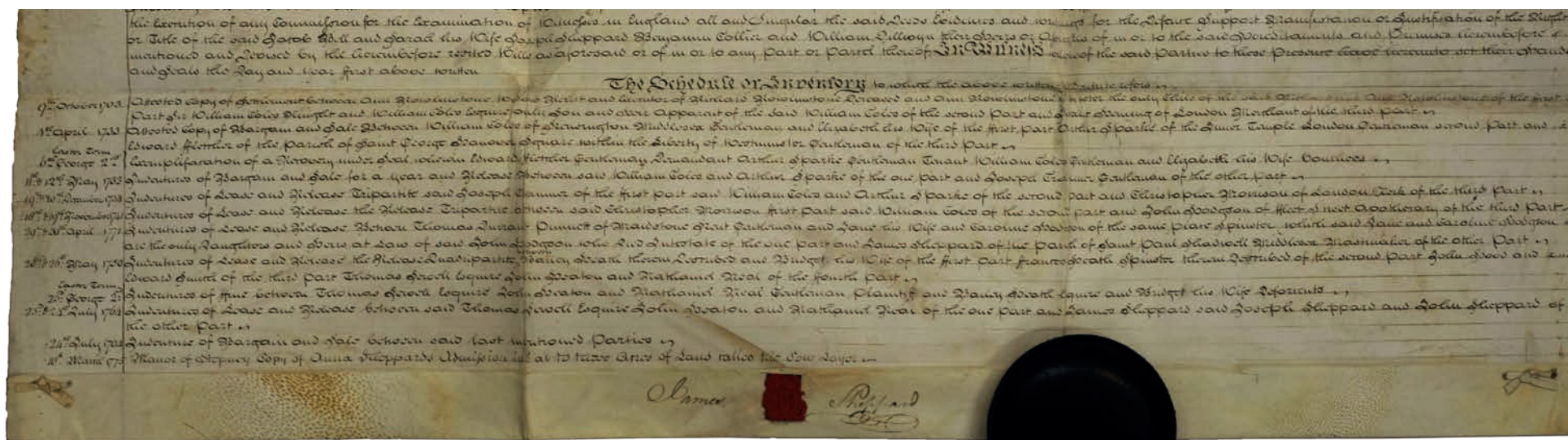
We know that the earlier deeds are not necessarily going to be at THLHLA. However it would be worth checking this by searching the catalogue for any deeds to which all these individuals were party. Being the last named, it seems likely that Dillwyn was the purchaser. A search under his name shows him to be mentioned in no less than 46 deeds in the collections, so checking references for the other parties is needed to narrow the search. In the end we do find a catalogue reference (P/WAH/1/4/2/1) for documents corresponding to the 1787 lease and release, so these deeds are here after all. The new catalogue shows them to have arrived as part of a solicitor's collection, Waterhouse & Co, which contains a number of deeds for a sizeable estate in Bromley and Poplar belonging successively to the Sheppard and Bell families.



The lease for a year, part of the lease and release of 24th and 25th September 1787. Not all the parties to the release are mentioned (cat. ref. P/WAH/1/4/2/1).

It was the Sheppards from whom Dillwyn purchased in 1787. The land in 1787 was then part of an even larger plot on both sides of the Limehouse Cut, which did not all come to Dillwyn, so that he did not receive all the earlier title deeds for it that had been in the possession of Sheppard. But these are listed in the schedule to an accompanying deed of covenant, obliging the vendors to produce them for evidence of title when required. This enables us to trace ownership of the site right back to 1703, when it appears that the land was property settled on the intended marriage between Ann Rowlinstone, daughter of Richard and Ann Rowlinstone, and William Coles, son of Sir William Coles.





The schedule to the deed of covenant of 1787 in P/VAH/1/4/2/1, listing transactions back to 1703.

Also, among the Waterhouse & Co deeds, we find a later (1814) lease and release from Dillwyn of part of his plot to John Bell and his trustee William Lucas (P/VAH/1/4/3). This is the link explaining how the Bell estate acquired this part of its land. It was John's successor in title, James Bell the architect (Honorary Secretary to the RIBA and subsequently Liberal MP for Guildford) who sold the land in 1850, to Thomas Lawrence, who built the four houses in St Leonard's Road which preceded Passfield Drive.

## Contact us

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## Further reading:

N.W.Alcock, *Old Title Deeds: A Guide for Local and Family Historians* (Phillimore, 2nd edition, 2001)

A.A.Dibben, *Title Deeds* (Historical Association, 1990)

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of seventy one years at the expiration of the past seven or fourteen years of the war  
for the other party was calculated months later is nothing of such date at his last  
significantly upon the present laws and the firm unity created shall come into being  
James Brownson better continued In witness where. The same parties to this document have

In the 19th century the banks adjoining the Limehouse Cut were favoured for chemical industries, though not by the lord of Stepney manor, who forbade his tenants from setting them up on copyhold land. The Eagle Chemical Works, depicted in this deed of 1895, were used for producing tar (cat. ref. P/MAT/1/1/1).