My ultimate aim here is to categorize and define my abstracting conventions for the most important types of public records available at the primary American jurisdictional level—the township for most New England colonies and states, the county otherwise (except in Virginia which also has "independent cities" not subordinate to any of the adjacent or surrounding counties).

For now, I have focused primarily on the definition, and abstracting of, the principal deeds records types. I expect to be amplifying this report in the future to cover other types of records and my conventions for abstracting them, as time permits.

In the meantime, I've organized the diversity of material in this report into the following subsections:

The Main Types of County/Township Records

Deeds and Their Copies in the Deed Books

Legal Definitions Relevant to Deeds

DEEDs Record Type Abbreviations in my Abstracts

PROBATE Record Type Abbreviations in my Abstracts

My Generic DEEDS Abstract Format

Examples: DEEDs Abstracts

Examples: PROBATE Abstracts

Appendix A: Date Representation

Appendix B: Metes & Bounds Language Abstracts

The Main Types of County/Township Records

In most county (or in New England, township) jurisdictions, there are three main classes of records: court minute/order books (summary records of county court proceedings or township meeting records); probate records (court records incident to the adminstration of estates, which include copies of wills and other documents submitted to the probate court); and copies of deeds of various kinds, most of them representing land conveyances (in these British American common law jurisdictions a deed was simply any document that was signed and sealed by its principal(s). In some jurisdictions (and in all eventually) vital records were also recorded, particularly marriages, since these were also contracts, but in New England, almost uniquely, records of births, and many deaths, were also entered into the town books. Finally, in some jurisdictions, detailed annual tax records that name all the householders, or in some cases, all adult male citizens, were recorded and preserved, and where these exist for a swathe of years they can be exceedingly valuable as genealogical evidence.

Often at the founding of a new jurisdiction, all of these records are jumbled together into a single unindexed book, or series of books, whose only principle of order is chronology. However, as the population grows, it usually didn't take long before the county or town clerk began to divide the various types of records into separate series of books—at least one series for each of the types of records noted above.

The court order books generally remained something of a hodgepodge, and their contents varied from jurisdiction to jurisdiction, but most often the early ones were comprised primarily of summary notations of the status of law suits, lists of local citizens appointed to public office or chosen for grand or petit juries, and records of the proof or acknowledgment of certain probate or deeds records. Because these records only occasionally provide genealogical evidence, except of the appearance of people with certain names, they are usually overlooked as a possible genealogical resource.

The other category of records, one that is often overlooked, are the detailed annual tax records (where these exist), and there is no excuse for that, as such records are often the only ones where many residents of a county or township appear by name, and the corresponding failure to become aware of other subjects with the same names as those one is researching accounts for much of the general inadequacy of most genealogical research.

The main purpose of the current document is to define and illustrate the conventions I've worked out for abstracting these various types of public documents, but at present I'm going to focus just on abstracting deeds of conveyance, though I'll also provide an example of the way I abstract wills. I'm not much of a fan of will abstracts, though: most of them really deserve to be transcribed in full.

There are a number of different types of probate records, and often these were eventually divided into several series of books, but in the beginning, when they were mostly entered into a single series of books dedicated to the purpose, these books were by convention often called "will books" even though they contained many types of records. I always refer to such books by their correct name: probate books, except in cases where a separate series of books might later be dedicated exclusively to wills and their proofs.

Deeds records, in contrast, are rarely divided into separate series. At most, the clerks might set up a second series of books for deeds of trust (mortgages)—probably because these kinds of deeds typically required some follow on accounting when the term of the mortgage expired; but such deeds differentiation usually occurs, when it does, at a much later stage of population growth. I've also seen a couple of instances of separate series for agreements (a type of contract involving two or more equal parties) but for no reason that I can fathom.

Deeds and Their Copies in the Deed Books

Though most deeds are records of land transactions, not everyone understands that a deed ~per se~ is merely a document which is both signed and sealed (the seal being a guaranty of the signature—today this is accomplished by notarization). Most deeds are also in the form of contracts. A conveyance becomes a contract when property is conveyed in return for "consideration" (the purchase price). Even deeds of gift specify nominal consideration (usually of $1, or during the colonial American period, 5 shillings) to make them "legal".

What goes into the deed books is an officially recorded transcription of these original documents. Original deeds to land are always kept by the current owner (like the modern "pink slip" of a car), and sometimes the grantor would drag his feet in having the deed drawn up and delivered to the grantee. Occasionally the delay would be a matter of years and the grantee named in the deed might die, in which case his heirs or executors might insist that the deed finally be delivered to them so that they could present it to the county clerk for recording at the next blank space in the current deed book (out of order with respect to the actual date of the conveyance) and a notation that the deed was delivered to a party different from the grantee was usually made in the book. Other times the deed would be delivered to the grantee in a timely fashion, but the latter would never get around to presenting it for recording until he or his heirs would sell the property to another, creating another out-of-sequence entry; this kind of delay could also sometimes span many years.

Since in order for a deed to be recorded, it not only had to be signed and sealed by the grantor in the present of subscribing witnesses, the transaction also had to be proved to the court clerk, either by the acknowledgement of the grantor, or by at least two of the witnesses, which parties were therefore obliged to come into court for the purpose. This inconvenience also set up delays between the time of the actual transaction (the iintrinsic date of the deed), and the time that it was acknowledged, proved, and/or recorded. At least one of these three additional dates will always be found in the deed books as a sign that it has been officially accepted for recording, and it's important to note this date, and the type of date it is, when abstracting the deed.

In early America, there was no legal requirement that a deed be recorded, but only thus would the effects of the transaction it reflected be recognized, and defensible in law.

Henry VIII instituted, in his 1536 Statute of Enrolments, the legal requirement that all deeds of conveyance be recorded to facilitate the collection of taxes. In his time and before, substantial property owners often conveyed a conditional or temporary interest (legally a "use) in some of their lands to third parties, as a way of confusing title and evading the royal levies, and Henry's "reform" was intended to end this practice.

However, leases were exempt from the provision requiring the registration of deeds by the court, and English lawyers invented paired deeds of "lease and release", dated one day apart, with the lease granted for nominal consideration (usually 5 shillings), and the release for the actual purchase price (the substantial consideration). Such deeds were legally enforceable as conveyances, and afforded a measure of privacy lacking with a registered deed. Although in the American colonial setting, this wasn't an effectual way of dodging land taxes (which were assessed on whomever possessed the land), it was a way of avoiding, or at least deferring, the clerk's copying and registration fees. This form of deed was very popular in colonial Virginia, at least among the Scotch-Irish.

Deeds of sale (of simple unconditional conveyance) for real property are sometimes miscalled "warranty deeds". Warranty deeds, per se, are merely ordinary deeds of sale containing a warranty covenant, a clause creating an obligation on the part of grantor to "warrant and defend" the legitimacy of the title he is conveying against any legal disputants who might come forward. This is a real obligation, not just legal verbiage, because the warrantor might have to bear the legal costs of such a defense if title were ever challenged. However, not all deeds of conveyance are necessarily warranty deeds.

Besides leases, which always specific a particular term and periodic rent, some deeds are conditional conveyance. The most important of these types of deeds is the deed of trust, better known today as the mortgage. In early America, where most of a man's capital was tied up in his land, and currency was scarce, farmers quite often mortgaged their property to acquire the means to get through the growing season. Deeds of trust inherently involve three parties: the mortgagor (the debtor), the mortgagee (the creditor who extends the cash in return for conditional title to the land and/or other property), and the trustee in whose hands the title (the actual deed) is lodged until the term of the mortgage expired or until the debt was paid off. It is my belief that many of these conditional conveyances were never formalized and recoreded, and it has been by experience that of those that were, the outcome of the mortgage (whether the debt was paid off, or the title passed) was never recorded in the books. So interpreting these documents can be tricky.

Here's a summary of some of the **Legal Definitions Relevant to Deeds**

An AGREEMENT is simply a meeting of the minds, and as such has no legal implications. What we find in deed books, though, are never mere "agreements" what we find are "deeds."

A DEED is "a sealed instrument, containing a contract or covenant, delivered by the party to be bound thereby, and accepted by the party to whom the contract or covenant runs.

A DEED is simply a promise under seal, which thereby makes it actionable. Virtually all the items copied into one of the American colonial deed books (and all that belong there) document promises under seal: they are therefore virtually all "covenants." Covenants may be unilateral, or they may involve two or more parties making mutual promises to each other.

A COVENANT, in law, is a promise [or set of mutual promises] made under seal.... The effects of putting a promise under seal are various. At common law, an agreement made without valuable consideration is unenforceable unless made under seal. Again, under the statutes of limitation, lapse of time bars an action on a simple contract sooner than an action on a covenant."

Although covenants are actionable by virtue of being sealed, they typically (though not always) also include, or consist of, bonds—promises to pay a certain sum on certain conditions.

A covenant may be dependent, concurrent, or mutual and independent.

A CONTRACT need not be under seal—in fact it may be an evidenced oral agreement. A valid contract requires evidence of an offer by the offeror, and an acceptance by the offeree signified by the presentation of "valuable consideration", or, in other words, evidence that the offeree has worsened his position in some way by relying on the promises of the offeror. Delivery of this consideration (which may consist solely of a mutual promise so long as it has the effect of worsening the position of the offeree) to the offeror might be called "the contractual moment." Because establishing that the offeree has actually worsened his position, most contracts feature the passing of at least nominal tangible present consideration, even though the substantial part of the consideration may repose in the mutual promise. A contract without such tangible present consideration is termed a "unilateral contract."

A BOND, being a sealed promise to deliver money or some other specified asset to a named party, albeit only under conditions or contingencies, is clearly a covenant. A bond is considered evidence of debt, and since the erection of the ancient doctrine of assumpsit, the courts have inferred the existence of prior agreement, and the passing of consideration: hence a bond is also evidence of a contract, though it may not technically constitute a contract in and of itself.

Administrator's bonds, marriage bonds, and sheriff's bonds could be considered as predicated on implicit contracts with the state, with the consideration consisting of, respectively, a certificate of probate, a marriage license, or a sheriff's commission.

Debtor's bonds (colloquially known as IOUs) when signed and sealed (and sometimes just when signed) are legally enforceable contracts of a promissary nature. Others take the form of unilateral promises, with the promisee being the governmental jurisdiction. The most common type of bond, a bond for debt, was also recognized as a security, and such bonds were frequently sold by their original obligee to a third party, who might sell it again, before it ever came due and presentable for payment to the obligor.

Most items recorded in the deed books are conveyances of absolute title to land for valuable considerations; whether or not these written agreements contain "bargain and sale" language, they are in effect contracts. If they are under seal (as deeds are legally required to be) they are also covenants, and/or they frequently contain covenants (like the warranty of title) which are said to "run with the land."

But not all conveyances are of land, and many conveyances are conditional—most prominently "leases" and "deeds of trust" (akin to modern mortgages).

A DEED OF TRUST is a conveyance from the title holder (the trustor, in this context) to a trustee, usually as security for the repayment of a debt. Iif the debt is repaid according to the terms specified in the deed, the trustee is then bound to execute a deed of RELEASE back to the trustor; otherwise, he is bound to sell the property at advertised public auction (as in a sheriff's sale) and satisfy the debt out of the proceeds, with any surplus going back to the trustor. A MORTGAGE amounts to the same thing, except that there is no trustee, the transaction is a conditional conveyance that lies between the mortgagor (the debtor) and the mortgagee, and the conveyance automatically becomes void when the debt is repaid.

A LEASE is a conditional conveyance of the use of land or property for a certain term, in return for rent. See also **Lease&Release** deeds below.

DEEDs Record Type Abbreviations in my Abstracts

This first set of deed types are conveyances—transfers of the title to real or chattel ("personal") property, and I use the term property in this broader sense. Some of these conveyances are conditional.

Sale a deed of absolute sale, or conveyance of title, i.e. conveyance in "fee simple". These most common types of deeds may include additional covenants, such as a covenant of warranty (the grantor's guaranty of title)

Gift a deed of gift, or conveyance with merely nominal consideration, and/or in consideration of "love" or "affection". Usually, nominal consideration was stipulated in order to give such deeds the character of valid contracts.

SheriffSale the conveyance by deed of real or chattel (personal) property by the Sheriff, pursuant to a court order, usually to satisfy the title holder's debt to a third party, who might be the tax collector

DT a **Deed of Trust**—the conveyance by deed of real or chattel (personal) property to a trustee as security for a debt, with the grantor (the trustor) retaining the right of possession and use as long as he complies with the terms of repayment specified in the deed; otherwise, the trustee was obliged to advertise and sell the property at public auction, and satisfy the debt out of the proceeds. On the other hand, if the trustor fully satisfied the debt, the trustee was obliged to execute a deed of release back to him. To associate such deeds with their original deeds of trust, I've christened the deeds of **DT_Release**.

Lease a deed conveying the possession and use of property for a stipulated amount of time, in return for a certain rent

L&R paired deeds of **Lease and Release** amounting legally to a fee simple conveyance. The first document is usually a lease for the term of a year granted for certain nominal consideration, and the second, dated the next day, is a release of the obligation to return the property under lease, granted in return for substantial consideration. The lease & release was invented during the time of Henry8, as a way of effecting a legal conveyance which need not be registered with the authorities. Although common in parts of colonial America, I suspect that it was a bit of an anachronism by the 18th century, employed perhaps as a legal device to stay off the "quit rent" roles.

Mortgage essentially the same as a Deed of Trust, except without the trustee: a conditional conveyance from a mortgagor to a mortgagee to take effect on a certain future date only if the stated terms of debt extinguishment aren't met

Patent an original grant of land by the sovereign government

Release a deed that releases, or undoes, a preceding deed of conditional conveyance, such as a lease or a mortgage

QuitClaim a deed relinquishing any possible claims of the executing party to the title of certain property, regardless of its owner

The following deed types, most of them bonds, create certain obligations or liabilities on behalf of their executors, but don't necessarily involve the possible conveyance of property.

DebtBond a debtor's contractual promise to pay to repay a debt according to certain conditions; an IOU. These were seldom recorded in the deeds books; those that survive in loose paper form were mostly preserved incident to law suits.

MarrBond an intended groom's assumption, with his security, of a certain financial liability as guarantor for the legality of his intended marriage to a certain named fiancee

SheriffsBond an assumption of financial liability by the bonded sheriff, and his securities, for all tax and other monies due to be collected by him in the performance of his office; any shortfalls in the collection of such monies would have to be made up by the bonded parties out of their own property

Apprenticeship a sealed covenant, which might be considered a contract, between a master and his apprentice, setting forth the terms of the apprenticeship. In most of the colonies, apprenticeship seems to have come to be regulated by statute, so that this type of deed took the form of a bond

Power of Attorney a legal delegation by X to R of the authority to make contracts and enter into other legal obligations, as stipulated, on behalf of X

and, as a catchall for other types of covenant:

Agreement a set of reciprocal sealed promises among two or more parties, which may, or may not, represent a contract. Agreements are easily identifiable by the fact that they are signed by more than one party to the document, and because they are reciprocal, the arrows they appear in will be multidirectional, e.g. "Party A <Agreement> Party B".

PROBATE Record Type Abbreviations in my Abstracts

AdmnBond	the liability bond of the administrator(s) appointed by the court to administer a decedent's estate
ExorBond	the liability bond of the executor(s) of a will for the value of testator's estate
EstAcct	a financial record submitted to the court by the administrator of the estate
EstInv	the inventory of the estate that was nearly always ordered by the court; this is often the first recorded document or book entry incident to probate administration
EstSale	a record of the sale of the deceased's personal property; if deceased's land was also sold, that was done in the usual form for land conveyances
EstSettlement	a final, or near final, estate account that names at least some of the heirs to which the proceeds of the estate were distributed
GuardianBond	a guardian's assumption of the financial responsibility to manage his ward's property for the ward's benefit, and to return it to him at a stipulated future time, usually when the ward turns 21. Guardianship was regulated by the probate court, and it was exclusively about property, not about beneficial custody of the dependent orphan, nor about his/her apprenticeship as a servant, or to learn a trade.
GuardianChoice	the choice of a ward aged 14 or over of his/her guardian presented to the court and recorded
Will	a will that has been submitted to the court, (usually) proved there by the witnesses, and recorded

My Generic DEEDS Abstract Format

In this format specification, the data elements are enclosed in <angle brackets>, optional elements are enclosed in [square brackets], and literal text symbols are enclosed in double-quotes, e.g. ":"; other text outside <angle brackets> should be rendered literally, as is.

Where one or more of several alternative elements are possible, I've indicated the choices by linked ORs, or by XOR (exclusive OR) where only one choice is allowed.

Data elements that do not fit across the indicated line may be shifted, or continued, to the next line. The editorial comments I've interpolated into this formal specification are prefaced by "----".

<date of deed> {<citation>}
—--where date is in ddMMMyy format (see Date Representation for date qualifier and double-dating conventions)
-----where citation:=
<jurisdictional ID> <deed book # or ID> ":" <deed book page#> ["=#" (<sequential image#> | <PDF sequence#>)]

<grantor/mortgagor> ["("<resident of>")"] "-" <deed type> ">" <grantee/mortgagee> ["("<resident of>")"]
---XOR
<grantee/mortgagee> [(<resident of>)] "<"<deed type>"-" <grantor/mortgagor> [(<resident of>)]

—--Joint grantor deeds involving husband & wife will be represented, e.g. "John & wife Isabella GAY ->"
-----the "("<resident of>")" elements are included only where the subject is not a resident of the jurisdiction identified by the citation

for <consideration> ["(" about $<amount> today ")"]
<property description>, [adj <names of bounding owners or of landmarks>]
[<recital of title: the chain of transactions by which the grantor acquired the property>]
—--the Metes & Bounds section of the deed will be represented by one of the following:
BEG <Metes & Bounds abstract> ttBEG ----see the Metes&Bounds language section below for my abstracting conventions
-—XOR one of the following:
METES & BOUNDS (not abstracted)
No METES & BOUNDS
Vague METES & BOUNDS —--names of some neighbors or landmarks are noted but not directions & lengths of the lines

Sgnd: <grantor signature(s)>
Witn: <witness signature(s)>
--- see "Signature by mark..." below

Ackn <date of acknowledgement by grantor>″
----XOR
Prvd <date of proof> by <names of witnesses>

[Rcrd <date (ordered to be) recorded>] —--Rcrd will be noted only if there is no date of acknowledgment or proof
[DwRl <date of dower release> by <name of wife>] —--included only if noted separately from the Acknowledgement

And these very infrequent optional deed notations

[Rcvd <date> <consideration amount> from <name of grantee>″:″ <grantor signature(s)>]

[Dlvd <date of delivery> to/by <name>]
---Sometimes the grantor deferred his delivery to the grantee of the signed deed, and sometimes this was deferred so long that delivery was made instead to a qualifying heir; there's also a chance that the delivery was made instead to the grantee's agent, of possibly even his assignee (though this would fall short of a formal, legally valid, conveyance.

A Summary of Default Deeds Abstracting Conventions

For simplicity and to save space the following default conventions will normally be observed:

(a) Where <deed type> isn't specified (e.g. "John Smith -> Richard Roe") the deed should be understood to be a normal, unconditional, and absolute conveyance, or **Sale**, i.e. a deed of "bargain and sale", or conveyance in fee simple, with or without a warranty clause.

(b) Where (<resident of>), after <grantor> or <grantee> is omitted, it means that the respective party is a resident of the current jurisdiction.

(c) Unless otherwise indicated, <consideration> is current money of the current <colony/state>", so that £20/10/- for a colonial or early American deed involving land in Pennsylvania (PA), represents PA pounds (not to be confused with British pounds sterling).

(d) Signatures by mark will be indicated by, e.g. "John [*mark*] ROBB", or "John [*mark* "R"] ROBB" where the second example, showing the clerk's attempt to capture the specific mark (here "R"), should be considered at best an approximation to a particular letter or recognizable mark.

Examples: DEEDs Abstracts

31Oct1746 {OrangeCoVA Deeds 1:293#1374}
William ALLEN -> Benjamin JOHNSON. for £9 VA, 90a patented to William ALLEN 11Apr1745,
adj John GILL, Joseph REGAN, Daniel REGAN, FROST
BEG John GILLs cor Hic nr rd, in Joseph REGANs lin/ N40E, 148p, w GILLs lin/ Hic, Daniel RAGANs lin/ S20E,
4p w RAGANs lin/ WOak/ S40E, 70p/ Pin in FROSTs lin/ S35W, 87p, "across" Joseph REGANs lin/ w REGANs lin ttBEG
Sgnd: W[illia]m [*mark*] ALLEN
Witn: John [*mark*] JOHNSON, Robert NICOLSON
Prvd Feb1746 by John JOHNSON

22Sep1760 {HalifaxCoVA Deeds 3:138#1388}
Roger & wife Elizabeth ALLEN (residence unspecified) -QuitClaim> Tho[ma]s WALL, for £10 "current money",
184a "where Joseph STRICKLAND lived & died and the said land we do warrant ... during the natural life of the above named Elizabeth"
No METES & BOUNDS
Sgnd: Roger ALLEN, Elizabeth [*mark* "A"] ALLEN
Witn: Edward MOORE, John [*mark*] DORMON
Prvd 8 Sep1761 in HalifaxCo court by Edward MOORE

24Nov1775 {SurryCoVA 6:100-102#1434-1436}
Giles & wife Sarah COOK (of SouthamptonCoVA) -> Arthur ALLEN ("of the county aforesaid"), for £45,
171a adj Joseph RODGERS, William HEARTS, James TURNER, Thomas HOWEL
Vague METES & BOUNDS
Sgnd: Giles COOK, Sarah COOK
Witn: John COOK, Joseph WILLIAMS
Ackn Mar1776

Examples: PROBATE Abstracts

It's very important that probate abstracts capture the original text of names and relationship indicators, and that they preserve the original order of the listed children or legatees (with their legacies), and the exact order of names in the lists. Wills generally need to be transcribed in full, but their essence can be reduced to a convenient and usable size as long as they are governed by these principles of abstraction, and as long as these principles are made explicit by the abstractor, as I am doing here.

20Aug1774 {AugustaCoVA Probate 6:4-5}
Will of James CLARK, of AugustaCoVA, "being in poor health"
Legatees: to each of his children, a token bequest of 2s sterling, except William who got 5s,
namely:
"my daughter Jean Clark"; "my daughter Elizabeth Regh"; "my daughter Sarah Clark"; "my son John";
"my son James"; "my son William"; "my daughter Ane Dunlap; "my son Alexander"; "my son Samuel";
"my son Robert"; "my daughter Margret";
residue to "my well-beloved wife
Exors: "my well beloved son William Regh and my well beloved wife Elizabeth"
Witn: James McCleerey, John McCleerey, Ja[me]s Ewing
Prvd 17Mar1778 by James McCreerey [sic], James Ewing

16Nov1824 {AuguVA Prob 15:231-232=#2547-2546}
EstInv of John DENISON, deceased, in pursuant to order of Oct1824 court,
taken by Francis BROWN, Thomas YOUNG, and Charles T LANEY
No totals are given for this inventory. The most valuable property, roughly in order of value, was:
(1) slaves named Joe, Tom, and Dick (worth about $300 each)
- but the woman slave Dulse, named in the will isn't mentioned because in effect she is given her freedom there
(2) livestock (4 horses/mares and two colts ($5-60 each); 10 cattle; 7 hogs, 6 pigs, 1 sow; and 14 sheep)
worth a total of abt $375
(3) crops (170.5 bushels corn, 158.5 bushels oats, and 14.5 tons flax)
worth a total of $55.89
claimed by Samuel DENISON as his father's surviving partner
(4) a wagon (worth $30)
(5) two old stills; a bureau and press that might be related

Appendix A: Date Representation

Date Qualifier Prefixes

abt <date> = circa or about (my best estimate given certain actual evidence bearing on the date; usually the year or the month or the day given +/- 1 or a very small number)

say <date> = say (my best hypothetical conjecture consistent with the known evidence and considering typical patterns for the time, place, (sub)culture and family)

bef <date> = before a known day, month, or year

aft <date> = after a known day, month, or year

Double-Dating

Two calendar systems, the Julian and the Gregorian, ran in parallel before the calendar changeover, which in Britain and its colonies, took place in 1752. Before that year, March 25th was the first of the year, not January 1. Also in 1752, an adjustment was made from the julian to the Gregorian calendar: the days 3-13 September of that year were omitted.

Before 1752, the dates from 1Jan-24Mar were ambiguous as to year unless noted as, for example, 2Feb1749/50, or 2Feb1750/1. In the next year, the date became just 2Feb1752, even though (since the adjustment for days wasn't made until 2/14September of the year) these British societies were still on the Julian calendar.

My conventions for representing double dates are based closely on those defined by Robert Charles Anderson in the introductory material to each volume of his Great Migration series:

2Feb1750/1	where the double-date is explicitly noted in the original record
2Feb1750[/1]	where the double-date may be reliably inferred from context
2Feb1750[/1?]	where the inference is doubtful
2Feb1750	where no inference can reasonably be made

Where the recording clerk failed to specify the double date one should always attempt to infer which calendar he meant to reference, to eliminate the date's inherent ambiguity. Thus, "2Feb1750/1" or "2Feb1750[/1]" unambiguously denote the year before the first day of the new year was changed in Britan and colonies from March 25th to January 1st, while "2Feb1751" could only be construed to mean the same thing by inference, and "2Feb1750" would be formally ambiguous. The forms "2Feb1751 New Style" or "2Feb1751 N.S." (though they represent

the same date) are now deprecated. These old-fashioned qualifiers are more cumbersome to write, and are easily ignored or dropped by transcribers who are careless or who don't understand these now obsolescent conventions.

The modern conventions also preserve the distinction between a double date that was originally written as such, and one that was inferred from the records context, as most such dates can be. More often than not, record series are organized chronologically and the exact, unambiguous, double-dated year can be reliably inferred by the month when the year turns over. However, there is always the chance that such inference might be wrong, and it is important always to demarcate inferential interpolations with editorial square brackets.

Appendix B: Metes & Bounds Language Abstracts

The corners and boundaries of deeds are specified as alternating points and lines (each defined by a compass direction, like S20E, and length, usually expressed in poles), as in this example (the names of adjacent property owners are rendered in all caps):

> BEG John GILLs cor Hic nr rd, in Joseph REGANs lin/ N40E, 148p, w GILLs lin/ Hic, Daniel RAGANs lin/ S20E, 4p w RAGANs lin/ WOak/ S40E, 70p/ Pin in FROSTs lin/ S35W, 87p, "across" Joseph REGANs lin/ w REGANs lin ttBEG

Metes & Bounds Abbreviations

BEG	the opening word
cor	corner
crk	creek
NM	a corner with no marker, or a nominal marker like a stake or a heap of stones
mtn	mountain
nr	near
OTW	on the waters of a particular creek or river, or its tributaries
p	pole or perch (a measure of length; = 16.5')
pt	point
riv	river
ttBEG	to the beginning (the end tag of the metes & bounds description, regardless of the specific language of the original)
w	with the line of the indicated property owner

The expressions "up the meanders" or "down the meanders" are used generically (regardless of the original language) for all bounds that are defined solely by watercourses.

Common Trees, as bounds

Oaks (the most common tree of all)

BO	black oak
ChsO	chestnut oak
RO	red oak
SpO	spanish oak
WO	white oak

Other Trees

Bee	beech
Bir	birch
Chr	cherry
Chs	chestnut
Dog	dogwood
Hic	Hickory
Irn	ironwood
Lyn	lynn
Map	maple
Wal	walnut
WWal	white walnut