

Paired Deeds of Lease and Release

One of the common forms of conveying land in colonial America was by paired deeds of lease and release. The reasons for employing this form of conveyance in colonial America are obscure (though I've proposed some explanations below), and it has become evident to me from examining many such deeds in many colonial jurisdictions, that few of the colonial clerks and lawyers, with their rudimentary legal educations, had a firm grasp of either the legal implications and purposes of this alternate form of conveyance, or of the correct boilerplate formats for these deeds. I have, however, found at least a couple of sets of what I believe to be pure and correct examples of such deeds, whose forms were evidently drawn up by English-trained lawyers in the colonial Virginia capital of Williamsburg.

The lots astride the Big Calfpasture River in old Augusta County, Virginia, on the American frontier, were carved out of a 10,500a land grant (patent) dated 27Apr1742 from George II, via his colonial functionaries, to James Patton and John Lewis. Patton and Lewis in turn had these lots surveyed, and deeded them to the original settlers.

This same method of granting large tracts to well-connected speculators like Patton and Lewis, William Beverley, Benjamin Borden, and many others, who then retailed the land to settlers not deterred by the rigors and dangers of the frontier, was widely used by the colonial authorities in Virginia to induce the peopling of these frontiers as buffer zones against predatory Indians, who were often stirred up by the French to limit the extension of British settlement in favor of their own western trading interests.

Many, of not most, of these agent deeds, and subsequently, ordinary deeds between settlers, took the form of paired deeds of “lease & release”, which were, taken together (and despite their confusing and arcane legal language), deeds of unconditional conveyance—in *fee simple*.

The first deed of the pair was a nominal one-year lease, secured by the consideration of a nominal payment (here, usually 5 shillings), and by the promise to pay, if demanded, a nominal annual rent of “one peppercorn on Lady Day”^[1]. The second deed, dated a day later, was an unconditional release of all claims of ownership by the grantor to the property in the “actual possession” of the lessee, and cited the 1536 Statute of Uses as authority that the release therefore amounted to an unconditional grant of title in *fee simple*.

The Legal and Historical Background

There is some interesting legal history behind most of the verbiage in these deeds, for those who have the fortitude to dig it out. In particular, paired deeds of lease and release originated in the 1540s as a tax dodge—part of the ongoing battle between the rapacious taxman, and the private citizen trying to hold on to his property. When Henry VIII came to throne he had ambitious plans, all of which required enormous sums of money for which no machinery existed to raise. But there was an ancient feudal machinery, fallen largely into disuse due to the machinations of ingenious lawyers.

The feudal laws specified a large fine, or payment, to the monarch every time property was conveyed at death. Moreover, propertied Englishmen had no right to devise their land by will: unless entailed otherwise, it went automatically to the eldest son (primogeniture), or, if he was out the picture, to a preordained succession of heirs at law. The nominal owner of the property thus had no voice in its disposal after his death.

Lawyers had gotten around both the exposure to feudal taxes, and the straitjacketed disposition of real property at death, by coming up with legal instruments for conveying, not the title to land, but the uses—the right to its fruits. These conveyances typically took the form of leases, and with the addition of appropriate conditional clauses, perhaps bringing in third parties in the role of trustees, the

¹ “Lady Day” was March 25th, the Feast of the Annunciation, and the first day of the new year in Britain and its colonies until the year of the Gregorian Calendar reform, 1752.

conveyance could either be revoked at will by the grantor for the duration of his lifetime, and/or converted into a permanent conveyance at death. Artfully constructed use conveyances could thus be made both to function like modern revocable inter-vivos trusts, and used to evade probate proceedings and its tax liabilities.

Since legal title wasn't conveyed, and since there was no legal requirement to register these transactions, use conveyances also enabled indebted property owners (or at least their clever lawyers) to play shell games with their creditors. On the other hand, such conveyances also complicated legal recourse by the use-beneficiaries if they were deprived of their use-property by force or fraud.

By the time Henry VIII ascended to the throne, a good part of English land was tied up in convoluted webs of use conveyance, which was used to overcome the common law's failure to recognize a right to convey land by device in wills. The proliferation of uses had meanwhile come to deprive the King sorely of his feudal incidents—not only his tax revenues, but his rights of wardship fees when a property owner died leaving minor children, and other traditional rights.

Henry counterattacked by propounding a reform statute to Parliament, and preparing the way by making a compromise side agreement with the Lords, but when his bill met with delays, he pounced on an estate case involving a personal and political enemy, Lord Dacre of the South. Dacre's lawyers had, by virtue of the clever employment of uses, managed to convey his whole estate to his heir by will, without giving rise to any royal revenues, and Henry sued Dacre's executors, then bullied or bribed his judges into issuing a broad and favorable ruling that conveyance of land by will was contrary to common law, and therefore simply illegal. This sweeping decision in the 1535 case *Dacre feoffees vs. Rex* threatened to upset much of the settled property in England and through the realm into shock, and Henry immediately used his political momentum to bull rush two statutes through the Parliament of 1536. The Statute of Enrolments required that all bargain and sale deeds, including use conveyances, be publicly registered. Meanwhile, the Statute of Uses of the same year automatically converted all use rights in real property into legal possession, making one specific party, in most cases the beneficiary, liable for land taxes, and distraint by creditors.

Although these measures brought most common law property back under the law (and more taxes into the exchequer), it did nothing to restore in some guise the *de facto* right of Englishmen to convey their real property at, or in anticipation of, death. But Henry had overreached, and a dangerous national rebellion ensued, which Henry was obliged to defuse by partially gutting the Statute of Uses, although the basic provision that a use right was to be interpreted as a possessory right stood, as did the Statute of Enrolments. More important to his subjects, he was obliged to concede for the first time, in the 1540 Statute of Wills, the right of testator to devise real property in a straightforward way by will.^[2]

The Advent of Deeds of Lease and Release

As usual with new, loophole-closing, statutes, it wasn't long before lawyers found new loopholes on behalf of their wealthy clients. By tradition the lease and release deeds were invented by one Serjeant Moore, soon after Henry's reforms.^[3] Lease and release deeds escaped the requirements for enrolment, since in neither the lease nor the release was there was a direct conveyance of *fee simple* title, as there was in deeds of bargain and sale. At the same time other forms of use conveyance were revamped into another kind of deed which came to be called, a deed of trust, and usually involved a third party. Both of these forms of legal conveyance turned on an unmet and revocable condition, and managed to avoid

² This interpretation of the complex political and legal history of these statutes is derived from E. W. Ives, "The Genesis of the Statute of Uses", in *The English Historical Review* (Oct.1967) 325:673-697.

³ A "serjeant" was a senior lawyer at the English Inns of Court

the use classification embedded in the statute. From 1536 on, deeds of trust and deeds of lease and release became common forms of conveyance.

The relevance of all this, and the reason for the continued popularity of lease and release deeds in the American colonial context remains obscure. There was, in general, no legal requirement that a deed of any kind be registered, and the fee wasn't of great consequence in any event, so most colonists prudently desired to get their deeds recorded anyway, lest the original be lost, and the uncertainty and expense of a chancery suit be required. Typically, deeds which were not acknowledged and recorded at the time of delivery, were recorded later when the property was sold again—although this could sometimes be decades later

Perhaps there was some idea that in Crown colonies like Virginia the parties to the deed could escape the obligation to pay any accumulated “quit rents” which were due each year, but the language one finds in many such deeds acknowledging an obligation to pay the quit rents henceforward would seem to undercut this hypothesis.

Or it may be that this form of conveyance was seen as a way of evading the obligation of the courts to protect the dower rights of wives, who were required either to be co-grantors with their husbands on *fee simple* deeds, or to appear in court and explicitly relinquish their dower rights as widows to one-third of the value of his real estate. For this reason, the wives weren't required to participate in the husband's mortgages or leases, because these were only conditional conveyances, and wives were typically not part to these lease and release transactions either—though it would seem that a release of such a lease by the husband without the participation of his wife would be of dubious legality.

Or there may be no particular reason why this form was followed other than that it was a popular convention—perhaps promoted by the clerks, whom I presume were paid by the page. It's evident from the many examples of lease and release deeds where the boilerplate was abbreviated in ways that compromised the legal forms, or where the same date used for both the lease and the release, that the clerks were typically just mindlessly copying out legalese that they themselves didn't understand. They may have supposed that the reference, in both lease and release, to the “Statute for Transferring Uses into Possession” cast a sort of magic spell over the instrument, regularizing and legalizing any defective language in the drafting thereof.

Several examples of paired lease and release deeds from greater Augusta County, Virginia, follow.^[4]

⁴ Although Augusta County was nominally created from Orange County by act of legislature in Nov1738, in tandem with Frederick County to the north, to comprise all the territory claimed by Virginia west of the Blue Ridge Mountains, the area that was greater AugustaCo continued to be administered by OrangeCo until the first AugustaCo court began meeting in late 1745. Thus, the deeds of the early settlers appear in the books both of Orange and Augusta counties.

Deeds (Lease&Release): James Patton & John Lewis to John Dunlap, 16/17Jul1745
transcribed ([RMM](#)) from photocopy of OrangeCo Deeds 10:113-115

Due to the extreme verbosity of these deeds, I've not boldfaced the names of the grantors as I normally would do.

THIS INDENTURE made 16Jul1745 between James Patton and John Lewis of the County of Augusta of the one part, and **John Dunlap** of the same County of the other part, WITNESSETH that the said James Patton and John Lewis for and in consideration of the sum of 5 shillings current money of Virg[ini]a, to them in hand paid by the said **John Dunlap**, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell unto the said **John Dunlap**, one certain tract or parcel of land in Augusta lying on the Great River of the Calfpasture, containing 625a,

BEGINNING at three sycamores on the E side of the river above the gap of the mountain, and runneth thence N66°W 140 pole crossing the river and Dunlap's Creek to a stake in a field, thence N3°W 492 pole to a black oak on Mill Creek, thence S47°E crossing the said creek, thence 240 pole to a white oak in a bottom, thence N73°E 34 pole to the creek, thence down the several courses of the [said] creek and river, crossing the same, 128 pole to a white oak on the E side of the river, thence S64°E 60 pole to a birch among rocks, thence S2°W 100 pole to two black oaks, thence SW 200 pole [the release says 220 poles, which is correct] TO THE BEGINNING,

and all houses, buildings, orchards, ways, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever to the said premises hereby granted, or any part thereof belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, TO HAVE AND TO HOLD the said tract or parcel of land, and all and singular other the premises hereby granted, with the appurtenances, unto the said **John Dunlap**, his heirs, executors, administrators and assigns, from the day before the date hereof, for and during the full term and time of one whole year from thence next ensuing, fully to be completed, yielding and paying therefore the rent of one peppercorn on Lady Day next, if the same shall be lawfully demanded, to the intent and purpose that by virtue of these presents, and of the Statute for Transferring Uses into Possession, the said **John Dunlap** may be in actual possession of the premises, and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof, to him and heirs.

IN WITNESS WHEREOF the said James Patton and John Lewis have hereunto set their hands and seals, the day and year first above written.

James Patton [*seal*]
John Lewis [*seal*]

Sealed and delivered in the presence of

David Kenkead
Lo[ft*]is Pulin

At a court held for Orange County on Thursday 25Jul1745 this indenture was acknowledged by James Patton and John Lewis, two of the parties thereto, and ordered to be recorded.

THIS INDENTURE made 17Jul1745 between James Patton and John Lewis of the County of Augusta of the one part, and **John Dunlap** of the same County of the other part, WITNESSETH that for and in consideration of the sum of £20/12 current money of Virg[ini]a [*about \$2750 in 2007*], to the said James Patton and John Lewis in hand paid by the said **John Dunlap**, at or before the sealing and delivery of these presents, the receipt whereof he [*sic*] doth hereby acknowledge, and thereof doth release, acquit, and discharge the said **John Dunlap**, [*his*] executors and administrators, by these presents, the said James Patton and John Lewis hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said **John Dunlap** (in his actual possession now, being by virtue of a bargain and sale to him thereof made by the said James Patton and John Lewis for one whole year by indenture bearing date the day next before the day of the date of these presents, and by force of the Statute for Transferring Uses into Possession), and his heirs, one certain tract or parcel of land in Augusta lying on the Great River of the Calfpasture, containing 625a,

BEGINNING at three sycamores on the E side of the river above the gap of mountain, and runneth thence N66°W crossing the river and Dunlap's Creek 140 pole to a stake in a field, thence N3°W 492 pole to a black oak on Mill Creek, thence S47°E crossing the said creek, thence 240 pole to a white oak in a bottom, thence N73°E 34 pole to the creek, thence down the several courses of the creek and river, crossing the same, 128 pole to a white oak on the E side of the river, thence S64°E 60 pole to a birch among rocks, thence S2°W 100 pole to two black oaks, thence SW 220 pole TO THE BEGINNING,

and all houses, buildings, orchards, ways, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever to the said premises hereby granted, or any part thereof belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also the estate, right, title, interest, use, trust, property, claim, and demand whatsoever of them, the said James Patton and John Lewis, of, in, and to the said premises, and all deeds, evidences, and writing touching, or in any wise concerning the same, TO HAVE AND TO HOLD the said tract or parcel of land, and all and singular other the premises hereby granted and released, and every part and parcel thereof, with their, and every of their, appurtenances, unto the said **John Dunlap**, his heirs and assigns⁵, by these presents, that the said James Patton and John Lewis, now at the time of sealing and delivering of these presents, is [*sic*] seized of a good, sure, perfect, and inseperable estate of inheritance in fee simple of and in the premises hereby granted and released, and that they hath good power, and lawful and absolute authority to grant and convey the same to the said **John Dunlap** in the manner and form aforesaid, and that the said premises now are, and so forever hereafter shall remain and be free and clear of and from all former and other gifts, grants, bargains, sales, dower rights, and title of dower judgements, executions, titles, troubles, charges, and encumbrances whatsoever, made, done, committed, or suffered by the said James Patton and John Lewis, or any other person or persons whatsoever (the quit rents hereafter to grow due and payable to our sovereign lord, the King, his heirs and successors for and in respect of the said premises only

⁵ Written into the margin is the following language which normally appears at about this point, but for which there is no guide to interlineation: "forever, to the only use and behoof of him, the said **John Dunlap**, and his heirs and assigns forever, and the said James Patton and John Lewis, for themselves, their heirs, executors, and administrators, doth covenant, promise, and grant, to and with the said John Dunlap, [*his*] heirs and assigns".

excepted and foreprized []], and lastly that the said James Patton and John Lewis, and their heirs all and singular, the premises hereby granted and released with their appurtenances unto the said **John Dunlap**, [and his] heirs and assigns against them, the said James Patton and John Lewis, and their heirs and all and every other person and persons whatsoever, shall and will warrant and forever defend by these presents.

IN WITNESS WHEREOF the said James Patton and John Lewis have hereunto set their hands and seals, the day and year first above written.

James Patton [*seal*]
John Lewis [*seal*]

Sealed and delivered in the presence of

David Kinkaid
Rob[er]t Bratton
Lostis Pullin

At a court held for Orange County on Thursday 25Ju1745

Ex[amine]d

This indenture was acknowledged by James Patton and John Lewis, two of the parties thereto, and ordered to be recorded.

Test, John Nicholas [*clerk's identifier*]

Deeds (Lease&Release): William Beverley Esq. to William Gay, 26/27Feb1749[/50]
transcribed ([RMM](#)) from photocopy of AugustaCoVA Deeds 1:476-479

Due to the extreme verbosity of these deeds, I've not boldfaced the names of the grantors as I normally would do.

Examined & delivered to Hum[phrey] Madison August 1758 [*marginal caption*]

THIS INDENTURE made 26Feb1749 between William Beverley, Esquire, of the County of Essex of the one part, and **William Gay** of the Calfpasture, of the County of Augusta of the other part, WITNESSETH that the said William Beverley for and in consideration of the sum of 5 shillings current money of Virginia, to him in hand paid by the said **W[illia]m Gay**, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell unto the said **William Gay**, 490a of land in Colonel Beverley's part of the Calfpasture, on both sides of the Little River,

BEGINNING at five white oaks, corner to **Samuel Gay's** land, on the W side of the river in a line of the patent, running thence with the line of the patent N34E, 168p to three white oaks, thence N14E, 40p, two white oaks in a hollow in the patent line, corner to **James Stephenson's** land, then with his land [*sic—a scribal hiccup*] then with his lines SE, 120p to two white oaks and a hickory, then NE 28p to a white oak and two black oaks, then SE, 200p crossing the river to two chestnut trees in a stony hollow, in line of the patent thence S15W, 110p, with the lines of the patent over a high hill to three red oaks on a spur of the mountain, then S48W, with the patent line to three white oaks in said line, corner to **Samuel Gay's** land TO THE BEGINNING,

and all houses, buildings, orchards, ways, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever to the said premises hereby granted, or any part thereof belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, TO HAVE AND TO HOLD the said 490a of land, and all and singular other the premises hereby granted, with the appurtenances, unto the said **William Gay**, his heirs, executors, administrators and assigns, from the day before the date hereof, for and during the full term and time of one whole year from thence next ensuing, fully to be completed and ended, YIELDING AND PAYING therefore the rent of one peppercorn on Lady Day next, if the same shall be lawfully demanded, to the intents and purposes that by virtue of these presents, and of the Statute for Transferring Uses into Possession, the said **William Gay** may be in actual possession of the premises, and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof, to him and heirs.

IN WITNESS WHEREOF the said William Beverley hath hereunto set his hand and seal, the day and year first above written.

W[illiam] Beverley [*seal*]

Sealed and delivered in the presence of

William Robison, W[illia]m Long, James Alexander

At a court held for Augusta County 27Feb1749/[50], **William Beverley, Esquire**, in open court acknowledged this, his lease for land indented to **William Gay**, which, on his motion, is admitted to record,

Test John Madison, Clerk C****

THIS INDENTURE made 27Feb1749[50] between William Beverley, Esquire, of the County of Essex of the one part, and **William Gay** of Calfpasture in the County of Augusta of the other part, WITNESSETH that for and in consideration of the sum of £15 current money of Virginia [*about \$1525 in 2007*], to the said William Beverley in hand paid by the said **William Gay**, at or before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, and thereof doth release, acquit, and discharge the said **William Gay**, his heirs, executors and administrators, by these presents, the said William Beverley hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said **William Gay** (in his actual possession now, being by virtue of a bargain and sale to him thereof made by the said William Beverley for one whole year by indenture bearing date the day next before the day of the date of these presents, and by force of the Statute for Transferring Uses into Possession), and his heirs, 490a of land in Colonel Beverley's part of the Calfpasture, on both sides of the Little River,

BEGINNING at five white oaks, corner to **Samuel Gay's** land, on the W side of the river in a line of the patent, running thence with the line of the patent N34E, 168p to three white oaks, thence N14E, 40p, two white oaks in a hollow in the patent line, corner to **James Stephenson's** land, thence with his lines SE, 120p to two white oaks and a hickory, then NE 28p to a white oak and two black oaks, then SE, 200p crossing the river to two chestnut trees in a stony hollow, in line of the patent thence S15W, 110p, with the lines of the patent over a high hill to three red oaks on a spur of the mountain, then S48W, with the patent line to three white oaks in said line, corner to **Samuel Gay's** land TO THE BEGINNING,

and all houses, buildings, orchards, ways, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever to the said premises hereby granted, or any part thereof belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also the estate, right, title, interest, use, trust, property, claim, and demand whatsoever of him, the said William Beverley, of, in, and to the said premises, and all deeds, evidences, and writing touching, or in any wise concerning the same, TO HAVE AND TO HOLD the said 490s of land, be the same more or less, and all and singular other the premises hereby granted and released, and every part and parcel thereof, with their, and every of their, appurtenances, unto the said **William Gay**, and his heirs and assigns, to the only proper use and behoof of him, the said **William Gay**, and of his heirs and assigns forever.

And the said William Beverley, for himself, and his heirs, executors, and administrators, doth covenant, promise, and grant, to and with the said William Gay and his heirs and assigns by these presents, that the said W[illia]m Beverley, now at the time of sealing and delivering of these presents, is seized of a good, sure, perfect, and indefeasible estate of inheritance in fee simple, of and in the premises hereby granted and released, and that he hath good power, and lawful and absolute authority to grant and convey the same to the said **William Gay** in manner and form aforesaid, and that the said premises now are, and so forever hereafter shall remain and be free and clear of and from all former and other gifts, grants, bargains, sales, dower rights, and title of dower judgements, executions, titles, troubles, charges, and encumbrances whatsoever, made, done, committed, or suffered by the said William Beverley, or any other person or persons whatsoever (the quit rents hereafter to grow due and payable to our sovereign lord, the King, his heirs and successors for and in respect of the said premises only excepted and foreprized), and lastly that the said William Beverley, and his heirs all and

singular, the premises hereby granted and released with their appurtenances unto the said **William Gay**, his heirs and assigns against him, the said William Beverley, and his heirs and all and every other person and persons whatsoever, shall and will warrant and forever defend by these presents.

IN WITNESS WHEREOF the said William Beverley hath hereunto set his hand and seal, the day and year first above written.

W[illia]m Beverley [*seal*]

Sealed and delivered in the presence of

William Long, James Alexander, William Robinson

At a court held for Augusta County 27Feb1749[/50]

William Beverly, Esquire, in open court acknowledged this, his release for land indented to William Gay, which on his motion is admitted to record.

Teste, John Madison, Clerk C****

Deeds (Lease&Release): John Dunlap to Robert Dunlape, 13/14Feb1761
transcribed ([RMM](#)) from photocopy of AugustaCoVA Deeds 9:125-128

THIS INDENTURE made 13Feb1761 between **John Dunlupe** of the County of Augusta of the one part, and **Robert Dunlape** of the same County of the other part, WITNESSETH that the said **John Dunlape** for and in consideration of the sum of 5 shillings current money of Virginia, to him in hand paid by the said **Robert Dunlape**, at or before the sealing and delivery of these presents, the receipt [whereof] is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell unto the said **Robert Dunlape**, one certain tract or parcel of land containing 295a, lying and being in the County of Augusta upon the Calfpasture River, being part of a tract of 625a belonging to the above-named **John Dunlap**, and is bounded as followeth (to wit):

BEGINNING at two black oaks on the S side of Mill Creek, and runneth thence S3E, 220p, to a white oak and black oak grubs, and S47°E, 134p, to three white oaks, thence S39E, 98p, to two black oaks and a lynn [*linden tree*] on the bank of the river, thence up the several courses of the river [*following the bends*] 286p to the Mill Creek where it empties into the river, opposite to a sycamore, then S73W, 34p, to a white oak in a bottom, then N47W, 240p TO THE BEGINNING,

and all houses, buildings, orchards, ways, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever to the said premises hereby granted, or any part thereof belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits therof, TO HAVE AND TO HOLD the said 295a of land, be the same more or less, and all and singular other the premises hereby granted, with the appurtenances, unto the said **Robert Dunlape**, his heirs, executors, administrators and assigns, from the day before the date hereof, for and during the full term and time of one whole one year from thence next ensuing, fully to be completed and ended, yielding and paying therefore the rent of one peppercorn on Lady Day next, if the same shall be lawfully demanded, to the intent and purpose that by virtue of these presents, and of the Statute for Transferring Uses into Possession, the said **Robert Dunlape** may be in actual possession of the premises, and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof, to him and heirs.

In witness whereof the said **John Dunlape** hath hereunto set his hand and seal, the day and year first above written.

JohnDunlap [*seal*]

Sealed and delivered in the presence of

Arwaker Johnston
James Beard
Ja[me]s Trimble

At a court held for Augusta County 14Feb1761,

John Dunlap acknowledged this, his lease, indented to Robert Dunlop, which is ordered to be recorded.

Teste

THIS INDENTURE made 14Feb1761 between **John Dunlap** of the County of Augusta of the one part, and **Robert Dunlape** of the same County of the other part, WITNESSETH that for and in consideration of the sum of £100 current money of Virg[ini]a [about \$9700 in 2007], to the said **John Dunlap** in hand paid by the said **Robert Dunlape**, at or before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, and thereof doth release, acquit, and discharge the said **Robert Dunlape**, and his heirs, executors, and administrators, by these presents, him the said **John Dunlape** hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said **Robert Dunlap** (in his actual possession now, being by virtue of a bargain and sale to him thereof made by the said **John Dunlape** for one whole year by indenture bearing date the day next before the day of the day of the date of these presents, and by force of the Statute for Transferring Uses into Possession), and his heirs, one certain tract or parcel of land containing 295a, lying and being in the County of Augusta upon the Calfpasture River, being part of a tract of 625a belonging to the above-named **John Dunlape**, and is bounded as followeth, to wit:

BEGINNING at two black oaks on the S side of Mill Creek, and runneth S3E, 220p, to a white oak and black oak grubs, and S47°E, 134p, to three white oaks, thence S39E, 98p, to two black oaks and a lynn on the bank of the river, thence up the several courses of the river 286p to the Mill Creek where it empties itself into the river, opposite to a sycamore, then S73W, 34p, to a white oak in a bottom, then N47W, 240p TO THE BEGINNING,

and all houses, buildings, orchards, ways, waters, watercourses, profits, commodities, hereditaments, and appurtenances whatsoever to the said premises hereby granted, or any part thereof belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever of him, the said **John Dunlape**, of, in, and to the said premises, and all deeds, evidences, and writing touching, or in any wise concerning the same, TO HAVE AND TO HOLD the said 295a of land, be the same more or less, and all and singular other the premises hereby granted and released, and every part and parcel thereof, with their, and every of their, appurtenances, unto the said **Robert Dunlape**, and his heirs and assigns forever, to the only proper use and behoof of him, the said **Robert Dunlape**, and of his heirs and assigns forever; and the said **John Dunlape**, for him and his heirs, executors, and administrators, doth covenant, promise, and grant, to and with the said **Robert Dunlape**, and his heirs and assigns by these presents, that the said **John Dunlape**, now at the time of sealing and delivering of these presents, are [sic] seised of a good, sure, perfect, and indefeasible estate of inheritance in fee simple, of, and in the premises hereby granted and released; and that he hath good power and lawful and absolute authority to grant and convey the same to the said **Robert Dunlape** in manner and form aforesaid, and that the said premises now are, and so forever hereafter shall remain and be, free and clear of, and from, all former and other gifts, grants, bargains, sales, dower right and title of dower, judgements, executions, titles, troubles, charges, and encumbrances whatsoever, made, done, committed, or suffered by the said **John Dunlape** or any other person or persons whatsoever (the quitrents hereafter to grow due and payable to our sovereign lord the king, his heirs and successors, for, and in respect of the said premises, only excepted and foreprized), and lastly, that the said **John Dunlap** and his heirs, all and singular, the premises hereby granted and released with their appurtenances, unto the said **Robert Dunlape** and his heirs and assigns, against

him, the said **John Dunlape** and his heirs, and all and every other person and persons whatsoever, shall, and will, warrant and forever defend by these presents.

In witness whereof the said **John Dunlape** hath hereunto set his hand and seal, the day and year first above written.

John Dunlap [*seal*]

Sealed and delivered in the presence of

Arwaker Johnston

Janes Beard

Ja[me]s Trimble

At a court held for Augusta County 17Feb1761

John Dunlap acknowledged this, his release indented to **Robert Dunlap**, which is ordered to be recorded.
Teste