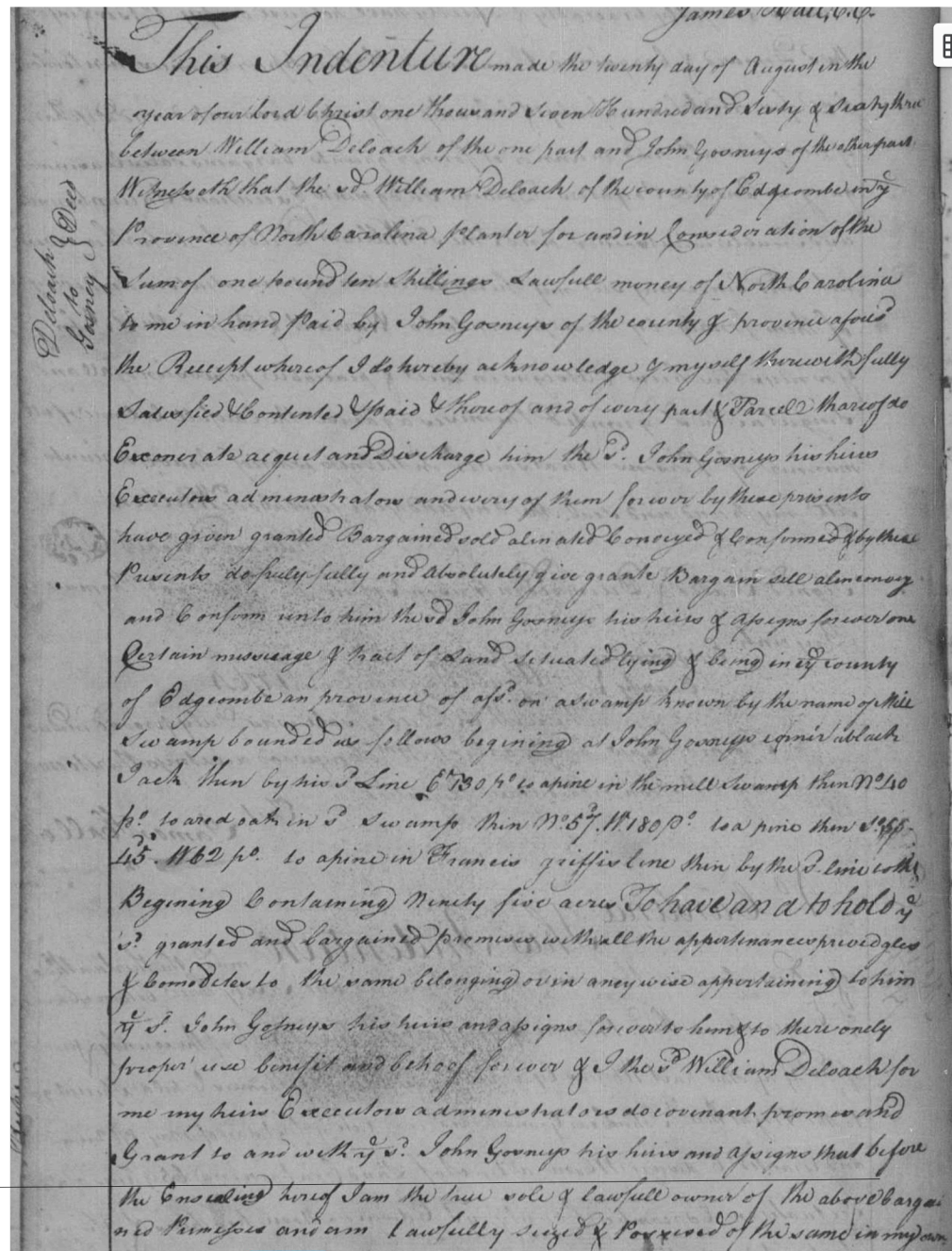
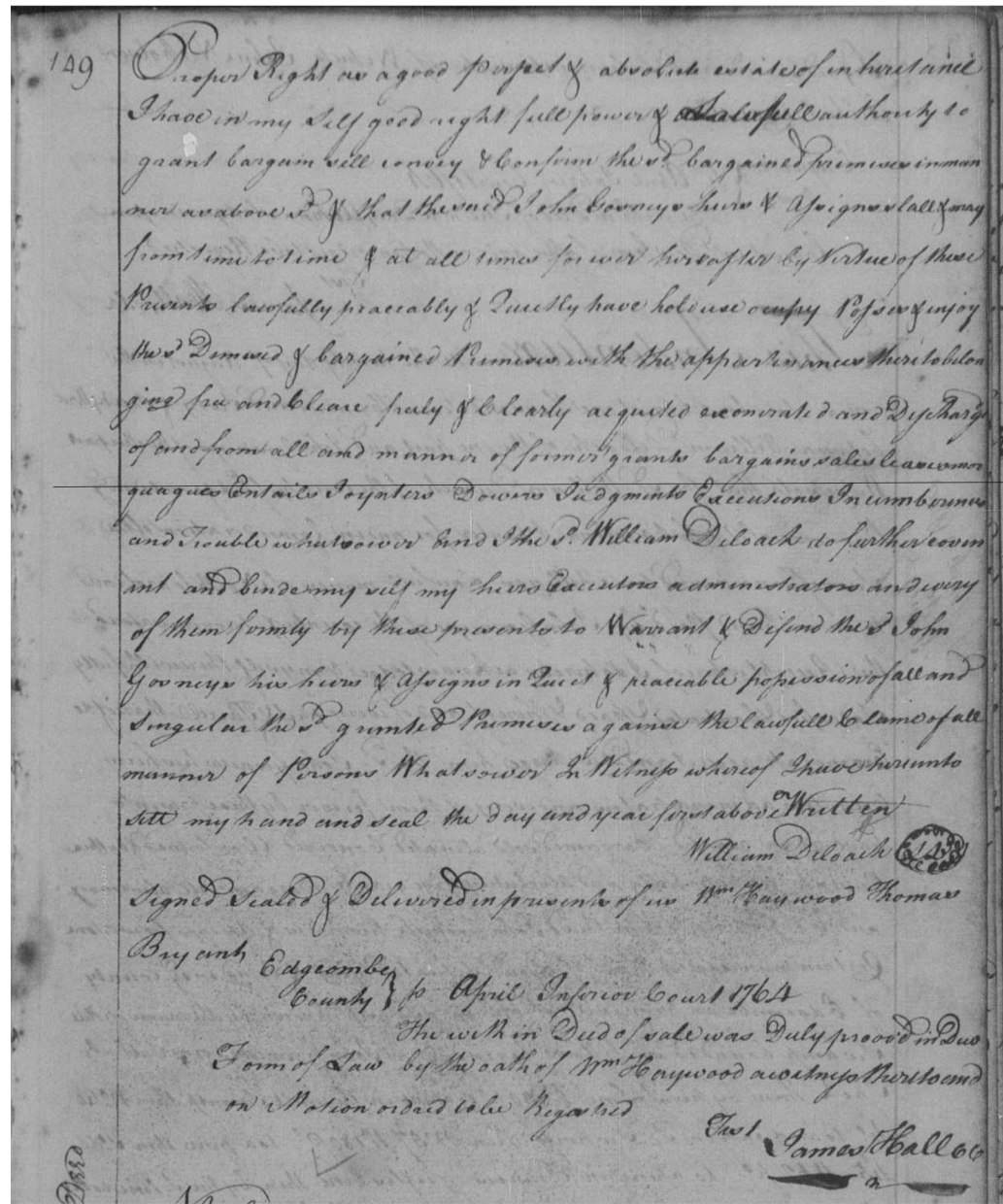


Common Law in the Granville Vacuum



[Left margin]: Deloach to Gosney } Deed

This Indenture made the twenty day of August in the year of our Lord Christ one thousand seven hundred and Sixty [and Sixty?] three between William Deloach of the one part and John Gosney of the other part. Witnesseth that the sd William Deloach of the County of Edgecombe in ye Province of North Carolina planter for and in Consideration of the Sum of one pound ten Shillings Lawfull money of North Carolina to me in hand paid by John Gosney of the County & Province aforesaid the Receipt whereof I do hereby acknowledge & myself therewith fully Satisfied Contented & paid, & thereof and of every part & Parcell thereof do Exonerate acquit and Discharge him the said John Gosney, his heirs, Executors, administrators, and every of them, forever, by these presents: have given, granted, Bargained, sold, aliened, Conveyed & Confirmed, & by these Presents Do freely fully and Absolutely Give, grant, Bargain, sell, alien, convey and Confirm unto him the said John Gosney his heirs & assigns forever, one Certain messuage & Tract of Land Situate, Lying & being in the County of Edgecomb an province afsd on a swamp Known by the name of Mill Swamp, bounded as follows: beginning at John Gosney's corner a Black Jack then by his Line E 130 p[oles] to a pine in the mill Swamp, thence N 40 to a red oak in sd Swamp, thence N 57 W 180 po to a pine, thence S 55/45 W 62 to a pine in Francis Griffis line, then by the sd Line to the Beginning, Containing Ninety five acres. To have and to hold the sd granted and Bargained premises with all the appurtenances, privileges & Commodities to the same belonging or in any wise appertaining, to him the sd John Gosney his heirs and assigns, forever, to his only proper use, benefit and behoof of sd William Deloach for me, my heirs, Executors, administrators do covenant, promise and Grant to and with the sd John Gosney his heirs and assigns, that before the Ensealing hereof I am the true, sole & Lawfull owner of the above Bargained Premises, and am Lawfully Seized & Possessed of the same **in my own** —



Proper Right as a good perfect & absolute **estate of inheritance** and **I have in my Self good right full power & Lawful authority** to grant bargain, sell, convey & Confirm the sd bargained premises in manner as above sd & that the said John Gosneys heirs & assigns shall & may from time to time & at all times forever hereafter, by Virtue of these Presents, Lawfully, peaceably & Quietly have, hold, use, occupy, possess & enjoy the sd Demised & Bargained Premises with the appurtenances thereto belonging, free and Clear, fully & Clearly acquitted, exonerated and Discharged of and from all and manner of **former grants**, bargains, sales, leases, mortgages, Entails, Joynters, Dowers, Judgments, Executions, Incumbrances and Trouble whatsoever and I the said William Deloach do further covenant and bind my self, my heirs, Executors, administrators and every of them firmly by these presents, to Warrant & Defend the said John Gosney his heirs & assigns in Quiet & peaceable possession of all and Singular the said granted Premises, against the lawful Claims of all manner of Persons Whatsoever. In Witness whereof I have hereunto Set my hand and seal the day and year first above Written.

William Deloach (seal)

Signed, Sealed & Delivered in presence of us:

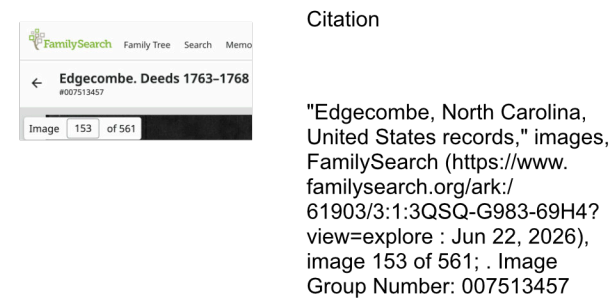
Wm Haywood

Thomas Bryant

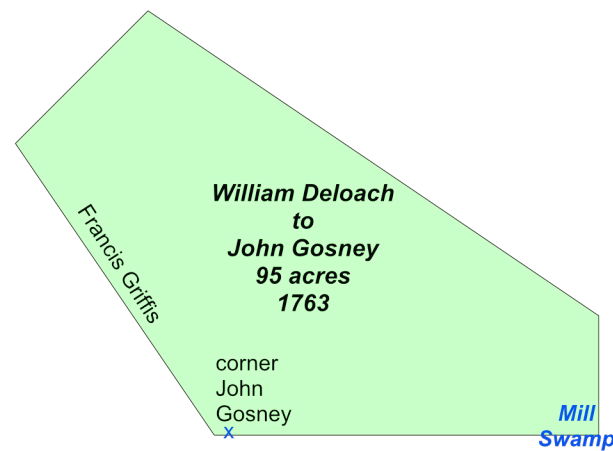
Edgecombe County } April Inferior Court 1764

The within Deed of sale was Duly proved in due Form of Law by the oath of Wm Haywood a witness thereto and in Motion ordered to be Registered.

Test: James Hall, Clk



**William Deloach
to
John Gosney
95 acres
1763**



The Deloach-to-Gosney Deed, Edgecombe County, 20 August 1763

When William Deloach conveyed ninety-five acres on Mill Swamp to John Gosney in the late summer of 1763, he did not simply record a sale. He reached, perhaps without naming it, into the deep machinery of the English common law — and the wording of the instrument shows it on nearly every line. It is those words, and the moment in which they were written, that repay a second look.

What the wording announces

The deed opens in the ancient form: "This Indenture made the twenty day of August... between William Deloach of the one part and John Gosney of the other part. Witnesseth..." That is the indenture recital, a structure older than the colony itself. What follows is a bargain and sale, the conveyance English lawyers built upon the Statute of Uses of 1536. Its signature is the consideration — "one pound ten Shillings" for ninety-five acres. No one mistook that for a price. It is the nominal sum that raises a use in the buyer, which the Statute then executes into legal title, allowing land to pass by paper rather than by the medieval ceremony of livery of seisin upon the soil. To choose this route at all was to choose the common law's most lawyerly path.

Then come the words of limitation, and here the pedigree is exact. The land is granted "unto him the said John Gosney his heirs and assigns forever." That phrase is not ornament. By the rule Littleton stated and Coke expounded, only the word heirs carries a fee simple; without it Gosney would have taken a mere life estate. The scrivener knew this and repeated it, reinforcing the point with "a good perfect and absolute estate of inheritance" — Coke's own name for the largest estate a man can hold.

Most telling are the covenants for title, the common law's whole apparatus of assurance, all five present: that Deloach is lawfully seized; that he has good right and lawful authority to convey; that Gosney shall peaceably and quietly enjoy; that the land is free of all former grants, mortgages, entails, jointures, dowers, judgments, and incumbrances; and, finally, the general warranty — to "Warrant and Defend the said John Gosney his heirs and assigns... against the lawful Claims of all manner of Persons Whatsoever." The deed is sealed, delivered, and ensealed in the old manner ("Set my hand and seal"), witnessed by William Haywood and Thomas Bryant, proved on Haywood's oath, and ordered to record by the clerk, James Hall. Every gesture is common-law orthodoxy, competently rendered.

Why it mattered in 1763

The orthodoxy is the point — because of when it was written. Earl Granville died in 1763, and with him the working life of the Granville District went dark. His land office, already crippled by the agent scandals that had boiled over in the Enfield troubles of 1759, now had no living proprietor behind it and no functioning heir to revive it. For Edgecombe County, which lay wholly within the District, this was a vacuum at the very top of the title system: the fountain from which new grants flowed had simply stopped. No sovereign was issuing land.

Yet land still had to move. Men still sold, mortgaged, divided, and secured their holdings among themselves. Into that vacuum stepped not a new sovereign but an old body of law and a local court. The Deloach-to-Gosney deed is dated August 1763 and proved at the Edgecombe County Inferior Court of Pleas and Quarter Sessions in April 1764 — the county, not the Earl, standing as the registering authority. This is the "new" system the county embraced to carry its own business: new in its seat of power, but ancient in its substance, for it ran entirely on the English common law.

And notice what now bore the weight. When there is no living proprietor to stand behind a title, the security of property must come from within the instrument itself. That is precisely what the covenants do. Deloach's personal promise to "warrant and defend... against all manner of persons" was no longer a formality layered over a Crown or proprietary grant; in 1763 it was, in practical terms, the guarantee. The fee-simple words, the bargain-and-sale form, the warranty — Coke's self-contained, self-executing common law — could secure a man's land without any earl at all. The county leaned on that law because it was complete: it did not need Granville to work.

That is what draws the eye to this deed. Its common-law stance is not antiquarian habit. It is a community, left to govern its own affairs, reaching for the one system that could hold property together when the proprietary order above it had fallen silent.

Source: *Deloach to Gosney deed, 20 Aug 1763, proved Edgecombe Co. April Inferior Court 1764; witnesses Wm Haywood & Thomas Bryant; tested James Hall, Clk. FamilySearch ark 3:1:3QSQ-G983-69H4, image 153 of 561 (IGN 007513457). Historical framing per Marc Anderson; legal analysis by Tonto (a Claude agent)*