

Dated 22nd July 1898

John Poole Davis Esq } **Conveyance and Confirmation of the**
to } **Navigation of the River Stort in the Counties of**
Sir Walter Gilbey Bart } **Hertford and Essex**

This Indenture is made the twenty second

day of July One

thousand eight hundred and ninety eight **Between John Poole Davis** formerly of 11 Bedford Row Tottenham in the County of Middlesex but now of Number 7 The Circus Greenwich in the County of Kent engineer of the one part and **Sir Walter Gilbey** of Elsenham Hall in the County of Essex Baronet of the other part **Whereas by** a statutable Bargain and Sale or Transfer dated the twenty seventh day of June One thousand eight hundred and eighty nine under the hands and seals of Arthur Vickris Pryor John Henry Buxton Edmund Smith Hanbury and of the said John Poole Davis the said Arthur Vickris Pryor John Henry Buxton Edmund Smith Hanbury bargained sold and transferred unto him the said John Poole Davis his heirs and assigns the undertaking of the Navigation of the River Stort in the Counties of Hertford and Essex subject to such terms and conditions as they held the same immediately before the execution thereof and the said John Poole Davis thereby agreed to accept the same subject to the same terms and conditions **And Whereas** by an indenture also dated the twenty seventh day of June One thousand eight hundred and eighty nine made between Truman Hanbury and Buxton and Company Limited of the first part The Right Honourable Sir Henry John Selwyn Ibbetson Baronet M P and Sir Thomas Fowell Buxton Baronet (thereinafter called the said Trustees) of the second part and the said John Poole Davis of the third part all that the said Navigation or Undertaking for making navigable the River Stort in the said counties of Hertford and Essex or one of them And also All and singular the lands houses erections and buildings specified in the first Schedule to the Indenture now in recital and which said lands (but without the said houses erections and buildings together with divers other lands which had from time to time been sold and conveyed to the respective purchasers thereof) are described and delineated with the abutments thereof in the Map or Plan annexed to

an Indenture dated the thirtieth day of October one thousand eight hundred and seventy three and made between John Henry Gurney of the first part

William Birkbeck and John Gurney of the second part Henry Birkbeck Francis Hay Gurney the said William Birkbeck Henry Ford Barclay Samuel Gurney Buxton and the said John Gurney of the third part and the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury of the fourth part And also All and singular the tolls rates and duties granted imposed or made payable by or by virtue of the Act of Parliament of 6 George III (being the Act for making and continuing navigable the River Stort in the Counties of Hertford and Essex) were granted and confirmed unto and to the use of the said John Poole Davis in fee simple And all the dredging and other boats and working plant upon about and then belonging to the said River Stort and the Navigation thereof or to the Company in respect of such Navigation were granted and transferred unto the said John Poole Davis for his own benefit And the said John Poole Davis for himself his heirs executors administrators or assigns covenanted with the said Company at all time thereafter to pay to the Trustees of the Charities of Bishops Stortford in the County of Herts the sum of Five Pounds per annum and to indemnify the Company therefrom **And Whereas** by an Indenture dated the twenty third day of May One thousand eight hundred and ninety two made between the said John Poole Davis of the one part and Alfred Taylor Marshall Taylor and Percy William Taylor of the other part for the consideration therein mentioned the said John Poole Davis as beneficial owner conveyed to the said Alfred Taylor Marshall Taylor and Percy William Taylor All that freehold messuage or tenement with the outbuildings yard and garden thereto adjoining situated near South Mill in the parish of Bishops Stortford (being part of number 3 on the plan annexed to the said Indenture of the thirteenth day of October One thousand eight hundred and seventy three and in the first Schedule to the above recited Indenture of the twenty seventh day of June One thousand eight hundred and eighty nine) to hold unto and to the use of the said Alfred Taylor Marshall Taylor and Percy William Taylor in fee simple **And Whereas** by an Indenture dated the twenty ninth day of July

One thousand eight hundred and ninety two made between the said John Poole Davis of the one part and the said Sir Walter Gilbey of the other part for the consideration therein named the said John Poole Davis conveyed to the said Sir Walter Gilbey All those slips pieces or parcels of freehold meadow or pasture land situate near South Mill in the parish of Thorley in the said County of Hertford (being number 4 on the said Map and in the said first Schedule above referred to) To hold unto and to the use of the said Sir Walter Gilbey in fee simple **And Whereas** the said John Poole Davis has contracted with the said Sir Walter Gilbey for the absolute sale to him of the said Navigation with all its appurtenances free from incumbrances (except the said rent charge of sum of five pounds) at the price of five hundred pounds **And Whereas** by a statutable bargain and sale or transfer bearing even date with and executed immediately before the execution of these presents the said John Poole Davis in consideration of the sum of five hundred pounds to him paid by Sir Walter Gilbey bargained sold and transferred unto the said Sir Walter Gilbey the said undertaking of the Navigation of the Stort in the Counties of Hertford and Essex Subject to such terms and conditions as be held the same immediately before the execution of the instrument now in recital and he the said Sir Walter Gilbey thereby agreed to accept the same subject to the same terms and conditions **Now this Indenture witnesseth** that in pursuance of the said agreement and in consideration of the sum of **five hundred pounds** to the said John Poole Davis as as aforesaid paid by the said Sir Walter Gilbey (the receipt of which sum is hereby acknowledged) The said John Poole Davis as beneficial owner hereby conveys and confirms unto the said Sir Walter Gilbey and his heirs **All that** the said Navigation or Undertaking for making navigable the River Stort in the said Counties of Hertford and Essex or one of them and also all lands grounds towing paths banks houses erections buildings bridges sluices stanches locks flood gates weirs drains winches landing places fences weigh beams rams engines and other works whatsoever now of or belonging to the said Navigation or Undertaking or now subject to

the said Indenture of the thirteenth day of October

One thousand eight hundred and seventy three and the said Indenture of even date therewith and (but without intending to limit the generality of this description) **All and singular** the lands houses erections and buildings specified in the Schedule hereto and which said lands (but without the said houses erections and buildings) are (together with other lands formerly belonging to the undertaking) described and delineated with the abuttals thereof in the Map or Plan annexed to the said Indenture of the thirteenth day of October One thousand eight hundred and seventy three **And all and singular** the tolls rates and duties granted imposed or made payable by or by virtue of the said Act and which are now payable and all other the profits and wharfages of the said Navigation or Undertaking as it now exists **To hold** the same Unto and **To the use** of the said Sir Walter Gilbey in fee simple Subject nevertheless to the payment of the said Rent Charge or sum of five pounds per annum to the Trustees of the Charities of Bishops Stortford Parish in the County of Herts and subject also to the terms and conditions on which the premises hereby expressed to be conveyed are now held by the said John Poole Davis **And this Indenture further witnesseth** that in further pursuance of the said agreement and for the considerations aforesaid the said John Poole Davis as beneficial owner hereby grants assigns and transfers unto the said Sir Walter Gilbey his executors and administrators **All** the dredging and other boats and working plant upon about and now belonging to the said John Poole Davis in respect of such Navigation **To hold** the same unto the said Sir Walter Gilbey for his own benefit **And** the said Sir Walter Gilbey hereby covenants with the said John Poole Davis that he will indemnify and keep indemnified the said John Poole Davis from and against the said Rent Charge or sum of five pounds per annum **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

The Schedule above referred to

No on plan	Description of Property
1 (part of)	Small wharf
5 and 6	In the occupation of owner
7 and 8	Ditto
9,10,11 and 12	Spellbrook Lock House and strips of garden ground adjoining
14	Canal Wharf at Sawbridgeworth
15	Sheering Lock House and Garden
16	In the occupation of owner
17	Canal Wharf at Harlow
18	Pasture Land in the occupation of the Misses Wright at 5/- per annum
19	In the occupation of owner
20	Navigation Works
Part of 21	Burnt Mill Lock House Garden and Canal Wharf except the small portion sold to Kirkaldy & Co Limited
22	Pasture land let to Westrup at 7/6 per annum
23	In the occupation of owner
24	Ditto
25	Navigation Workshop Lockhouse and Stables
26	Pasture Land in the occupation of Owner
27	Collectors House and Garden
28 and 29	Pasture Land in the occupation of the Representatives of Sir Charles Booth at a rent of £1.0.0 per annum

Signed sealed and delivered by the said John Poole Davis
in the presence of

sig: J. P. Davis ■

sig: Charles Davis, Vicar of Holy Trinity, Hinckley

sig: William Gee Bishops Stortford Solr

Signed Sealed and delivered by the said Sir Walter Gilbey
in the presence of

sig: Walter Gilbey ■

sig: William Gee

sig: George Pape

Secretary Pantheon* Oxford St London

Notes: £500 in 1898 = £43,400 in 2010

£5 in 1898 = £434 in 2010

£1 in 1898 = £86.90 in 2010

7/6 in 1898 = £32.60 in 2010

5/- in 1898 = £21.70 in 2010

*The Pantheon was owned by W & A Gilbey and used as offices and showroom for their wine merchant business until 1937