

Dated 26<sup>th</sup> May 1911

**MR: LAURIE FRERE AND ANOTHER**

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**THE LEE CONSERVANCY BOARD:**

**AGREEMENT**

**relating to Twyford Mill in the  
County of Hertford**

**AN AGREEMENT** made the twenty sixth day of May one thousand nine hundred and eleven BETWEEN LAURIE FRERE of Edwardstone House Boxford Suffolk Esquire of the first part JOHN LAWRENCE of Twyford Mill in the County of Hertford Miller (hereinafter called the Tenant) of the second part and THE LEE CONSERVANCY BOARD (herein after called The Board) of the third part WHEREAS the Board in pursuance of Statutory Powers conferred on them are negotiating for the acquisition of the undertaking of the River Stort Navigation (hereinafter called the Navigation) and contemplate improving the condition thereof and keeping the same open for traffic AND WHEREAS the said Laurie Frere is the Freeholder free from incumbrances and the only person in any way interested in Twyford Mill in the County of Hertford save the said John Lawrence who holds the said Mill on a yearly tenancy AND WHEREAS it has been agreed that in the event of the Board acquiring the Navigation the following terms of Agreement shall immediately become operative NOW IT IS MUTUALLY AGREED as follows:

1. This agreement is subject to the Board acquiring the Navigation on or before the thirty first day of December one thousand nine hundred and eleven or within such further period as the parties hereto may agree.
2. The Board will take all necessary steps to improve the condition of the Navigation and will unless prevented by causes beyond their control keep the same open for traffic and in an efficient condition and in particular will deepen the waterway so far as may be required to admit the passage of fully laden barges or other vessels capable of carrying a freight of at least sixty ton burden and will maintain the said waterway of the depth aforesaid.
3. From the time that the Board shall have acquired the Stort Navigation and completed the works mentioned in Clause 2 and for such time as they efficiently maintain the same neither the said Laurie Frere his heirs executors administrators and assigns or the Tenant his executors administrators and assigns shall draw down the water of the Navigation either by working the said Mill or the sluices or by any other means more than twelve inches below the Millers head mark nail at the Mill aforesaid such headmark to be indicated by permanent iron or stone marks to be fixed by the Board
4. The Board and their successors and assigns and the Tenant his executors

administrators and assigns shall be at liberty to draw down the water in the said Ponds for the purpose of repairs raising sunken barges and for all other reasonable purposes upon giving to the other of them and to all other parties affected not less than seven days written notice of their or his intention so to do. Such notice shall be duly given if sent by Registered post to the Engineer of the Board at his office at Enfield Lock Middlesex or the said Laurie Frere his heirs executors administrators and assigns and the tenant his executors administrators and assigns at Twyford Mill aforesaid and to the other parties affected at their usual place of abode or business. In cases of emergency the parties may give such further notice as may be reasonably possible under the circumstances.

5. The said Laurie Frere his heirs executors administrators and assigns or the tenant his executors administrators and assigns shall not wilfully do anything to impede the traffic on the Navigation.

6. The said Board their successors or assigns shall not wilfully do or cause to be done anything to impede the working of Twyford Mill.

7. The said Laurie Frere shall so long as this agreement remains in force be at liberty to lay and maintain an iron pipe not exceeding six inches

across and under

in diameter from the said Mill ~~under~~ ^ the Navigation ~~and~~ ^ the Towing Path

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the height of the underside of the said pipe to be not less than one foot above

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the height of the underside of Twyford Bridge

adjoining the said Mill for the purpose of conveying water. ^ The work of laying such pipe or in the event of the same being necessary the relaying thereof and the reinstatement of the Towing Path and banks necessitated

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reasonable

thereby shall be carried out under the superintendence and to the ^ satisfaction of the Engineer of the Board at the expense in all things of the said Laurie Frere his heirs executors or administrators.

IN WITNESS whereof the parties hereto of the first and second parts have hereunto set their hands and seals and the Board have caused their Common Seal to be affixed the day and year first above written

Signed Sealed and Delivered by the above named Laurie Frere in the presence of

sig: Eustace Corrie Frere  
Architect  
1 Lincolns Inn Fields

sig: Laurie Frere



Signed Sealed and Delivered by the above named John Lawrence in the presence of

sig: Thos Cornwell  
Thorley Bishops Stortford  
Merchant

sig: J Lawrence

