

Dated 14th February 1911

**MR THOMAS BURTON
and another**

--- and ---

THE LEE CONSERVANCY BOARD:

AGREEMENT

**relating to Sawbridgeworth Mills
in the County of Hertford**

AN AGREEMENT made the fourteenth day of February one thousand
eleven
nine hundred and ~~ten~~ BETWEEN THOMAS BURTON of Sawbridgeworth Mills in
the County of Hertford Miller of the first part FANNY LITTLER of Sheering
Harlow in the County of Essex Widow (hereinafter called the Mortgagee)
of the second part and THE LEE CONSERVANCY BOARD (hereinafter 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 Under-
taking of the River Stort Navigation (hereinafter called the Navigation)
and contemplate improving the condition thereof and keeping the same
open for Traffic which will be to the advantage of the said Thomas
Burton and the Mortgagee and their respective heirs executors adminis-
trators and assigns AND WHEREAS the said Thomas Burton is the Freeholder
free from incumbrances and the occupier of and the only person in any
way interested in Sawbridgeworth Mills Sawbridgeworth in the County of
Hertford except the Mortgagee who have a Mortgage on the said Mill 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 HEREBY MUTUALLY AGREED as follows:
(1). This agreement is subject to the Board acquiring the Navigation
before the twenty fifth day of December one thousand nine hundred
and eleven or within such further period as the parties hereto may
agree.
(2). Neither the said Thomas Burton or the Mortgagee and their respective
heirs 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 top board on the overshot
now working between the said Mill and the tail of Tednambury Lock. The
height of the top of such overshot and the lowest point of such range
of twelve inches shall be indicated by permanent iron or stone marks to
be fixed by the Board
(3). Neither the said Thomas Burton or the Mortgagee and their
respective heirs executors administrators and assigns shall pen up the
water of the Navigation higher than the top board of the said overshot
indicated as aforesaid.
(4). Neither the said Thomas Burton or the Mortgagee and their

respective heirs executors administrators and assigns shall do anything to impede the traffic on the Navigation.

(5). The Board shall be at liberty to lower the sills of any Locks on the Navigation as they may think fit but in the case of any Locks having sloping sides they shall close in the sloping portion of such sides

(6). The Board and their successors and assigns and the said Thomas Burton and the Mortgagee and their respective heirs executors administrators and assigns shall be at liberty to draw down the water in the ponds immediately above or below the said Sawbridgeworth Mills for the purpose of repairs raising sunken barges accidents 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 Thomas Burton and the Mortgagee and their respective heirs executors and assigns at Sawbridgeworth Mills aforesaid and to the other parties affected at their usual place of abode or business. In cases of emergency the parties may give such shorter notice as may be reasonably possible under the circumstances.

(7). The Board shall restore that portion of the overshot which has been washed away to the level of the existing portion of the overshot.

IN WITNESS whereof the said Thomas Burton and the Mortgagee 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 Thomas Burton in the presence of

sig: Frank Rochester
Sawbridgeworth

sig: Thomas Burton



Signed Sealed and Delivered by the above named Fanny Littler in the presence of

sig: Frank Rochester
Sawbridgeworth

sig: Fanny Littler

