

Dated 22nd March 1911

JOHN BARNARD AND ANOTHER

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THE LEE CONSERVANCY BOARD:

AGREEMENT

**relating to Harlow Mills in the
County of Essex**

AN AGREEMENT made the twenty second day of March one thousand nine hundred and eleven BETWEEN JOHN BARNARD of Alston Oak in the County of Essex Esquire of the first part and EDMUND SELL of Harlow Mills in the County of Essex Widow (hereinafter called the Tenant) 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 Undertaking 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 John Barnard heirs executors administrators and assigns and of the Tenant his executors administrators and assigns AND WHEREAS the said John Barnard is the Freeholder free from incumbrances and the only person in any way interested in Harlow Mills in the County of Essex other than the Tenant who holds the said Mills from the said John Barnard 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 HEREBY MUTUALLY AGREED as follows:

1. This agreement is subject to the Board acquiring the Navigation on or 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 John Barnard his heirs executors administrators or assigns or the Tenant his executors administrators and assigns shall draw down the water of the Navigation either by working the said Mills or the Sluices or by any other means below the bottom of the twelve inch stone let into the wall at the said Mills. The water range shall be defined by the said

down

stone and the water shall not be drawn \wedge below and shall not (flood water excepted) be allowed to rise above the same.

3. The said John Barnard his heirs executors administrators and assigns and the Tenant his executors administrators and assigns respectively shall not wilfully do anything to impede the traffic on the Navigation.
4. 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
5. The Board and their successors and assigns and the said John Barnard his heirs executors administrators and assigns and the Tenant his executors administrators and assigns shall be at liberty to draw down the water

immediately above the said Harlow 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 John Barnard his heirs executors administrators and assigns or the Tenant his executors administrators and assigns at Harlow 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.

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
John Barnard in the presence of

sig: Alice Springham
Alston Oak Harlow Essex
Spinster

sig: John Barnard



Signed Sealed and Delivered by the above named
Edmund Sell in the presence of

sig: Albert Springham
Redrick Lane Harlow Essex
Gardener

sig: Edmund Sell

