

CRT Deed No 205

Dated 24th June 1910

Notice to be endorsed on
Company's Conveyance

JOHNKIRKALDY & ~~COY~~LTD

--- and ---

THE LEE CONSERVANCY BOARD:

Draft

**AGREEMENT relating to Burnt
Mill in the County of Essex**

Clapham Fitch & Co
15 Devonshire Square EC

AN AGREEMENT made the Twenty fourth day of June 1910 BETWEEN JOHN KIRKALDY LIMITED whose registered offices are at No 101 Leadenhall Street in the City of London (hereinafter called The Company) of the one part and THE LEE CONSERVANCY BOARD (hereinafter called The Board) of the other 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 Company and their successors and assigns AND WHEREAS the Company are the Freeholders free from incumbrances and the occupiers of and the only persons in any way interested in Burnt Mill in the County of Essex 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 within *(space)* from the date hereof or within such further period as the parties hereto may agree.
2. The Company ~~and~~ their successors and assigns shall not 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 of the said Millers Post The said range of 12 inches below the top of the overshot at Burnt Mill. The height of such top and the lowest point of such range of 12 inches shall be indicated by permanent iron or stone marks to be fixed by the Board
3. The Company and their successors and assigns shall not pen up the
of
water of the Navigation higher than the top ~~board~~ of the said overshot

indicated as aforesaid.

4. The Company and their successors and assigns shall not 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 their successors and assigns and the Company ~~and~~ their successors and assigns shall be at liberty to draw down the water in the Ponds immediately above or below the said Burnt Mill 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 7 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 Company their successors and assigns at Burnt Mill aforesaid and to the other parties affected at their usual place of abode or business.

give

In cases of emergency the parties may \wedge such shorter notice as may be reasonably possible under the circumstances. IN WITNESS whereof the Company and the Board have caused their respective Common Seals to be hereunto affixed the day and year first above written

sig: Jno Kirkaldy Director
sig: E Chapman Director
sig: T J Walford Secretary
For and on behalf of the Company

