

CRT Deed No 205a

Dated 31st May 1918

The Lee Conservancy

Board

-----and-----

John Kirkaldy Limited

Agreement

relating to overshot at Burnt

Mill

An Agreement made on the thirty first day of May One thousand nine hundred and eighteen **Between** The Lee Conservancy Board of Surrey House Victoria Embankment in the County of London (hereinafter called "the Board" of the one part and John Kirkaldy Limited of 111 Leadenhall Street in the City of London (hereinafter called "the Company") of the other part **Whereas** the Company are the owners of Burnt Mill which is situate on the River Stort in the County of Essex **And** whereas the overshot shown on the plan annexed hereto has recently broken away and as the Company are engaged in work of National importance for the Admiralty it is essential that such overshot should be rebuilt as speedily as possible **And** whereas the Company have requested the Board to construct forthwith two temporary dams in the position shown on the said plan and have also requested the Board to permit them to cut a temporary trench across the property of the Board known as Burnt Mill Wharf as shown on the said plan so as to carry the water into the River Stort Navigation whilst the said overshot is being rebuilt **And** **whereas** the Board have agreed to construct the said temporary dams for the Company and also to permit them to make such temporary trench upon the following terms and conditions

1. **The** Board hereby agree with the Company that they will within twenty eight days from the date hereof erect for the Company at their cost in all things two temporary dams in the positions shown on the said plan together with all other works necessary for the construction of such dams provided that the Board shall not be liable to the Company in damages or otherwise in the event of such dams not being completed within the time aforesaid or by reason of the work being stopped either temporarily or permanently by strikes lockouts or any other

cause whatever.

2. **The** Board hereby permit the Company at the company's expense to cut a temporary trench in the position shown on the said plan in order to carry the water into the River Stort Navigation whilst the said overshoot is being rebuilt. The said trench is to be lined with battens and to be constructed in a good substantial and workmanlike manner so as not to permit or allow any leakage therefrom and to the satisfaction in all things of the Engineer of the Board.

3. **The** Company shall pay to the Board all costs in connection with the erection of the said dams including the wages of all workmen the Board's usual charges for the use of and for the wear and tear of all machinery and plant the cost of all material and all other costs and expenses which may be incurred or paid by the Board in the construction of the said dams and other works such costs and expenses shall be paid to the Board immediately on the completion of the said dams ~~and other works~~. The Board shall not be called upon by the Company nor shall they be required to produce any time sheets or vouchers in connection with such costs and expenses or otherwise.

4. **The** Company shall forthwith take such steps as may be necessary to rebuild the overshoot in a good and workmanlike manner and they will favourably consider any suggestions by the Board as to improvements to such overshoot and immediately on the completion of such overshoot the Company will remove the said dams. If desired the Board will remove the same at the cost and expense in all things of the Company. The Company will also at the same time in a good and workmanlike manner and at their own cost and expense fill in the said trench to the satisfaction in all things of the Engineer of the Board.

5. ~~**The** Company hereby agrees to indemnify the~~

~~Board against all accidents which may occur to any of the Board's employees in the erection of the said dam or other work or in the removal thereof if such removal shall be done by the Board~~

5. **The** Company hereby agrees to keep the Board indemnified from all actions proceedings costs damages claims and demands which may be be (*sic*) brought or made against them in respect of the construction or erection or removal of the said dams or in respect of the said trench or by reason of any work done by the Board in accordance with this agreement but the board will use all reasonable care and precaution therein.

6. The Company shall on completion of this agreement pay the Board's Solicitors charges for the preparation and completion thereof and the stamp duties thereon.

In witness whereof the Board and the Company have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The Common Seal of the Company was affixed hereto in the presence of

sig: Arnold Trinder
sig: David Urquhart Directors

sig: T Barford |Secretary|

