

Dated 17th July 1911

CAPTAIN COPE AND OTHERS

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THE LEE CONSERVANCY BOARD

**AGREEMENT relating to Parndon
Mill near Harlow in the County
of Essex**

AN AGREEMENT made the seventeenth day of July one thousand nine hundred and eleven between WALTER HENRY COPE of 3 Gordon Villas Herne Bay in the County of Kent Esquire of the first part RICHARD ERNEST SMITH of Parndon Mills near Harlow in the County of Essex trading under the style or name of R. E. Smith & Co Millers (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 Walter Henry Cope his heirs executors administrators and assigns and the Tenant his executors administrators and assigns AND WHEREAS the said Walter Henry Cope is the Freeholder free from incumbrances and the only person in any way interested in Parndon Mills near Harlow in the County of Essex subject to an Indenture of Lease under which the Tenant holds the said Mills for a term of years 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 Walter Henry Cope 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 Mill or the Sluices or by any other means more than twelve inches below the centre of the small top board on the small overshoot below Burnt Mill. The height of the centre of the small top board 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. The said Walter Henry Cope his heirs executors administrators and assigns and the Tenant his executors administrators and assigns shall not pen up the water of the Navigation higher than the centre of the small top board on the small overshoot indicated as aforesaid.
4. The said Walter Henry Cope his heirs executors administrators and assigns and the Tenant his executors administrators and assigns shall not do anything to impede the traffic on the Navigation.
5. The Board will dredge and deepen the Navigation and repair and improve the banks thereof where necessary and thereafter maintain the same. The Board will also dredge the Mill Head of Parndon Mill and construct an overshoot at Parndon

Millhead to take away the water or enlarge the pipes and trunk now used for that purpose The Board will make such arrangements as will ensure that the upper edge of the fixed overshot at Burnt Mill shall be kept at a height which shall be one inch lower than the upper edge of the fixed overshot at Terlings Park.

6. 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

7. The Board their successors and assigns and the said Walter Henry Cope his heirs executors administrators and assigns and the Tenant his executors administrators and assigns shall be at liberty to draw down the water in the Ponds immediately above or below the said Parndon 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 Walter Henry Cope his heirs executors administrators and assigns or the Tenant his executors administrators and assigns at Parndon 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.

8. Nothing herein contained shall affect the rights of the said Walter Henry Cope or of the Tenant or other the owner or owners tenant or tenants for the time being of Parndon Mills under the statute 6 George III cap 78 for making and continuing navigable the River Stort in the Counties of Hertford and Essex
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 Walter Henry Cope
in the presence of

sig: D W Meyler
5 Fredericks Place
Old Jewry London E.C.
Solicitor

sig: Walter H Cope



Signed Sealed and Delivered by the
above named Richard Ernest Smith in the
presence of

sig: D W Meyler

sig: R E Smith

