

CRT Deed No 187

Dated 13th October 1873

Jno Hy Gurney Esqre	}	Confirmation
and others	}	and
to	}	Assurance of the Stort
Arthur V Pryor Esqre	}	Navigation & Hereditaments
and others	}	In the Counties of Hertford &
		Essex

The following inscriptions are on the title page of this deed:

Signed sealed and delivered by the within named
Henry Birkbeck Francis Hay Gurney William Birkbeck
and John Gurney in the presence of
sig: Philip Sewell St Clements Hill Norwich

Signed Sealed and Delivered by the within named John
Henry Gurney in the presence of
sig: ##### Butler to the said J H Gurney

Signed Sealed and Delivered by the within named Samuel
Gurney Buxton in the presence of
sig: Robert Gurney Hoare Banker Newcastle on Tyne

Signed Sealed and Delivered by the within named
Henry Ford Barclay in the presence of
sig: Chas R Barclay York Terrace Regents Park London Gentr

In the High Court of Justice
Chancery Division

Mr Justice Stirling

In the Matter of the Commercial Bank of London
and

In the Matter of the Companies Acts 1862 and 1867

This is the Indenture marked "A" referred to in
the Affidavit of John Poole Davis Sworn
this seventh day of June One thousand eight
hundred and ninety two Before me

sig: Rob Leonard
A Commissioner for Oaths

This Indenture made the thirteenth day of October One thousand eight hundred and seventy three **Between** John Henry Gurney of Northrepps in the County of Norfolk Esquire of the first part William Birkbeck and John Gurney both hereinafter described of the second part Henry Birkbeck Francis Hay Gurney the said William Birkbeck Henry Ford Barclay Samuel Gurney Buxton and the said John Gurney all of the City of Norwich Bankers and Copartners of the third part and Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury all of Brick Lane Spitalfields in the County of Middlesex Brewers and co-partners of the fourth part **Whereas** by an Act of Parliament made and passed in the sixth year of the Reign of His late Majesty King George the Third intituled “An Act for making and continuing navigable the River Stort in the Counties of Hertford and Essex” **After** reciting therein that by an Act passed in the thirty second year of the reign of his late Majesty King George the Second intituled An Act for making the River Stort Navigable in the Countys of Hertford and Essex from the New Bridge in the Town of Bishop Stortford into the River Lee near a place called the Rye in the County of Hertford it was enacted that the several persons in the said Act named should be Commissioners for making the said River Stort Navigable and for putting the said Act in execution by such ways and means in such manner and with such powers and authorities vested in them the said Commissioners for that end and purpose as in the last mentioned Act were given and directed and after further reciting therein that after passing the said last mentioned Act the said Commissioners had in pursuance thereof and several meetings in order to put the same in execution but that from the difficulty of procuring the loan of a sufficient sum of money upon the security in the said Act provided for carrying on and completing the said Navigation and from other causes of impediment appearing to the said Commissioners no progress had thitherto been made to effect the said Navigation and the said Act had proved wholly ineffectual for that purpose And after further reciting therein that a proposal had been made to the Commissioners by Charles Dingley of Hampstead in the County of Middlesex Esquire on behalf of himself and of George Jackson Esquire afterwards Sir George Jackson and Subsequently Sir George Jackson Baronet and William Masterman Esquire that in case the said Commissioners would concur in the obtaining of another Act of Parliament whereby the said Charles Dingley George Jackson and William Masterman should be invested with such powers and authorities as thereinafter mentioned and that such tolls and duties as thereinafter enumerated should be vested in them the said Charles Dingley George Jackson and William Masterman their heirs and assigns as a consideration that they the said Charles Dingley George Jackson and William Masterman would undertake at their own expense (exempt from all expenses theretofore incurred) and risk the making supporting maintaining and rendering effectual the said Navigation in such complete and substantial manner and subject to such methods and restrictions as were contained in the said former and that Act and that the said Navigation should be so perfected in five years after the passing the Act now in recital And after further reciting that the said Commissioners being of opinion that the said Act therein recited as it then stood could not be carried into execution or the said Navigation otherwise effected than by a private undertaking and having duly considered the said proposal had approved thereof and agreed to concur with the said Charles Dingley George Jackson William Masterman in obtaining the said Act of Parliament now in recital to effectuate the said proposal and Undertaking It was therefore by the Act now in Recital amongst other things enacted that the said Charles Dingley George Jackson and William Masterman their heirs and assigns should be and they were thereby nominated and appointed Undertakers of the said Navigation and were thereby authorised and impowered and they should have full power and authority by virtue of the Act now in recital at their own costs and charges and risk and for their own benefit by themselves their deputies agents officers workmen and servants to make and keep the said River Stort navigable for boats and other Vessels from the River Lee near a place called the Rye to or near a certain Mill called the Town Mill in Bishop Stortford aforesaid by such ways and means in such manner and with such powers and authorities vested in them for that end and purpose as in the said Act now in recital expressed or mentioned and if it was thereby further enacted that it should and will be lawful to and for the said Undertakers their heirs or assigns (and/or) (*hole in original*) such person or persons as they or any two of them should for that purpose appoint and no others and from time to time and at all times thereafter to ask demand recover and take to and for the proper use and benefit of them the said Undertakers their heirs or assigns in respect of their charges and expenses aforesaid for all and every or any goods wares and merchandises commodities and other things whatsoever that should be carried or conveyed in any boat barge or other vessel in upon or to or from any part of the said River Stort between the said River Lee and to or near the said Town Mill in Bishops Stortford such rates and duties over and besides that should or might be paid for the freight thereof as the said Undertakers their heirs or assigns should think fit not exceeding the several rates and duties therein mentioned the same rates and duties to be paid at such place or places near the said River and in such manner as the said Undertakers their heirs and assigns or any two of them should think fit and powers were by the said Act now in recital

given to the said Undertakers their heirs and assigns to sue for and compel payment of the tolls rates and duties aforesaid in case of refusal neglect or denial of payment thereof And it was thereby further enacted that for the more easy and effectual execution of that Act such part of the said River as was thereby intended to be made navigable should for the purposes therein mentioned be deemed and taken to be within the said County of Essex And it was thereby further enacted that it should and might be lawful to and for the said Undertakers to raise and contribute equally among themselves a competent sum of money for making the said River Stort navigable from the said River Lee to or near

The said Town Mill of Bishop Stortford and for the other purposes of the said Act and that the same should be divided into three equal shares and that no Proprietor in such Navigation should be Proprietor of less than one share And it was further enacted that the said three shares should be and were thereby vested in the said Undertakers their heirs and assigns as in the nature of a Tenancy in Common to their and every of their proper use and behoof and that they the said Undertakers their heirs and assigns should be entitled to the entire and neat distribution of one third part of the said profits and advantages that should or might arise and occur by means of the sum and sums of money to be collected raised levied or recovered by Authority of the said Act and that such share and shares should be vested in the said Undertakers their heirs or assigns respectively as real estates and should be bargained sold aliened and disposed of as such from time to time by the Owners and Proprietors thereof for the time being by an instrument in writing under their respective hands and seals signed sealed and delivered in the presence of and attested by two or more credible witnesses of the form and tenor and effect therein provided And it was thereby further enacted and declared that for the security as well of the said Purchaser as of the said Undertakers such instrument in writing of sale and in a Duplicate or Counterpart thereof should be executed both by the Seller and the Purchaser thereof and should be delivered to the Clerk or Clerks provided by the said Undertakers for the time being to be filed and kept for the use of the Undertakers and until such duplicate or Counterpart should be delivered such purchaser or purchasers should have no part or share of the profits of the said Navigation paid unto him her or them and such Clerk or Clerks was or were thereby required to enter such duplicate or Counterpart in a Book or Books to be kept for that purpose **And Whereas** by divers means conveyances and other acts and assurances in the Law the said shares of the said Charles Dingley and William Masterman of and in the said Navigation and Undertaking and the lands and hereditaments belonging thereto became well and effectively vested in the said Sir George Duckett and the said Sir George Duckett thereby became seized or possessed of the whole of the said Undertaking Navigation lands and hereditaments and of the whole benefit thereof **And Whereas** the said Sir George Duckett by his last Will and Testament dated the twentieth day of October One thousand eight hundred and twenty and duly executed by him and attested in such manner as the Law required for rendering valid devises of real Estates after bequeathing certain pecuniary legacies which he directed should be paid out of his personal Estate gave and bequeathed unto his son Sir George Duckett who alone is hereinafter referred to as the said Sir George Duckett all other his estates and effects real and personal To hold the same unto his said son his heirs executors administrators and assigns according to the tenure and nature of the same estates and the said Testator having afterwards died without revoking or altering his said Will the same was duly proved by the said Sir George Duckett the sole executor thereof on the thirty first day of December one thousand eight hundred and twenty two in the Prerogative Court of the Archbishop of Canterbury **And Whereas** at the dates of the bargain and sale or Transfer and Release and hereinafter recited the lands and hereditaments specified in the Schedule hereto were and had for many years prior thereto been used in connection with or for the purposes of the said Navigation and the same with other hereditaments were then vested in and belonged to the said Sir George Duckett as part and parcel of the said Undertaking of the said Navigation **And Whereas** by a Statutable Bargain and sale or transfer dated the seventeenth day of November one thousand eight hundred and twenty four and being an instrument in writing in the form prescribed by the said recited Act in that behalf the said Sir George Duckett did in consideration of Forty Thousand pounds to him paid by Richard Hanbury Gurney therein described bargain sell and transfer unto the said Richard Hanbury Gurney his heirs and assigns the Undertaking of the Navigation of the River Stort in the Counties of Hertford and Essex subject to such terms and conditions as he held the same immediately before the execution of the instrument now in recital and the said Richard Hanbury Gurney dis hereby agree to accept the same subject to the same terms and conditions and subject also to the proviso or agreement for redemption of the said premises on payment of the said sum of Forty thousand pounds and interest for the same contained in a certain Indenture of Release therein referred to bearing even date

with the instrument now in recital and being the Indenture of Release next hereinafter recited **And Whereas** by Indentures of Lease and Release dated respectively the sixteenth and seventeenth days of November one thousand eight hundred twenty four the Release made between the said Sir George Duckett and Dame Isabella his wife of the one part and the said Richard Hanbury Gurney of the other part After recitals as or to the effect of the recitals hereinbefore contained It was witnessed that in consideration of the said sum of Forty thousand pounds to the said Sir George Duckett paid by the said Richard Hanbury Gurney to the said Sir George Duckett did in manner therein mentioned grant assure and confirm unto the said Richard Hanbury Gurney heirs executors administrators and assigns All that the said Navigation or Undertaking for making navigable the River Stort in the said Counties of Hertford and Essex or one of them all lands grounds buildings and appurtenances of or belonging to the said Navigation and all the tolls rates and duties granted by the said Act and all Boats and Barges Good and Chattels of him the said Sir George Duckett upon about or belonging to the said River Stort and the Navigation thereof or the warehouses erections or buildings lands or grounds thereunto belonging with the appurtenances To hold the same respectively unto the said Richard Hanbury Gurney his heirs executors administrators and assigns respectively as therein mentioned subject to a proviso for redemption reconveyance and reassignment of the same hereditaments and premises by payment by the said Sir George Duckett his heirs executors administrators or assigns unto the said Richard Hanbury Gurney his executors administrators or assigns of the said sum of Forty thousand pounds with interest for the

Same at the risk and on the day therein mentioned and in the said Indenture now in recital was contained a covenant on the part of the said Sir George Duckett for himself and the said Dame Isabella his wife to levy a fine Sur Conuzance de droit come ceo &c of the said premises comprised in the said Indenture such fine to enure to the use of the said Richard Hanbury Gurney his heirs and assigns subject to the proviso for redemption therein contained as aforesaid **And whereas** the said fine was shortly afterwards duly levied **And whereas** on the thirtieth day of June one thousand eight hundred and forty eight the said Richard Hanbury Gurney filed his original Bill of Complaint in the High Court of Chancery and which Bill was afterwards amended and as amended was between the said Richard Hanbury Gurney as Plaintiff and the said Sir George Duckett and divers other persons as Defendants thereto the said Defendants being the several persons who then had were alleged to have some lien on or right to the equity of redemption of the said Stort Navigation and other the premises comprised in the Indenture of Release of the seventeenth day of November one thousand eight hundred and twenty four but subject nevertheless to the right of the said Richard Hanbury Gurney in and to the same premises as Mortgagee thereof under the same Indenture and thereby prayed amongst other things that any account might be taken by and under the direction of the said Court of what was due and owing to the Plaintiff for principal money and interest on the said Mortgages security and that the said Defendants might be decreed to pay the Plaintiff what should appear to be due and owing to him on taking the said Account together with the costs of the said Suit by a short day to be appointed by the said Court for that purpose and that in default of such payment the said Defendants and All persons claiming under them might be absolutely barred and foreclosed of and from all right and equity of redemption in or to the said Mortgaged premises and every part thereof **And whereas** on the thirteenth day of July one thousand eight hundred and forty nine the said Richard Hanbury Gurney filed his supplemental Bill of Complaint in the said suit which was between the said Richard Hanbury Gurney as Plaintiff and Elizabeth Lucy Birkbeck and others as Defendants and after stating the death of one of the defendants to the said original Bill and the Will and Probate of the Will of such Defendant thereby prayed amongst other things that the plaintiff might have the same relief against the defendants parties to the said Supplemental Bill of Complaint and who were the Executors who had duly proved the said Will of the said late Defendant as if the said late Defendant had died before the filing of the said original Bill and the said Defendants had been merely parties thereto in the place of the said late defendant **And whereas** on the hearing of the said Causes on the nineteenth day of March one thousand eight hundred and fifty one the usual foreclosure Decree was made against all the Defendants in manner and in the Order therein mentioned and the usual accounts were directed to be taken as therein provided **And whereas** divers proceedings were had in the said suits under the said Decree of the nineteenth day of March one thousand eight hundred and fifty one and ultimately by an order made in the said Causes on the second day of November one thousand eight hundred and fifty three it was ordered that the Defendants in the said Order named should severally

stand absolutely debarred and foreclosed of and from all right title interest and equity of redemption of in and to the premises comprised in the said Indenture of Mortgage of the sixteenth and seventeenth day of November one thousand eight hundred and twenty four **And whereas** the said Plaintiff Richard Hanbury Gurney died on the first day of January one thousand eight hundred and fifty four whereby the said Suits became abated **And whereas** the said Mortgage debt in respect of which the said Suits were instituted was advanced out of funds which were the Partnership property of the said Plaintiff and other persons who carried on the business of Bankers in Co-partnership and the said Mortgage was taken in the name of the said Plaintiff as a trustee for the said Partnership and as part of the Capital stock and effects thereof and the said Plaintiff was and up to the time of his death continued a Trustee of the said Mortgage security for the said Banking Co-partnership and the plaintiff left his Co Partners him surviving and the interest of the Plaintiff in said Co-partnership ceased and determined with his death **And whereas** the said plaintiff duly made and executed his Will dated the eighth day of November One thousand eight hundred and fifty one and thereby appointed the said John Henry Gurney and Sampson Foster and Hudson Gurney Executors thereof and the said Plaintiff thereby gave and devised unto the said John Henry Gurney all such real Estate as were vested in him as a Mortgagee or Trustee either in his own right or as an heir at Law or otherwise according to his the said Plaintiffs right title and interest therein respectively upon the trusts and for the intents and purposes for which the same respectively were held by him and the said Will was duly proved in the Prerogative Court of Canterbury on the eighteenth day of February one thousand eight hundred and fifty four by the said John Henry Gurney and Sampson Foster only **And whereas** by an Order made in the said Causes on the twenty first day of March one thousand eight hundred and fifty four it was ordered that the said Suit and proceedings should be revived by the said John Henry Gurney against the said Sampson Foster and Hudson Gurney as Executors of the said Richard Hanbury Gurney and the said Defendant Sir George Duckett and certain other Defendants therein named and should be in the same plight and condition they were in at the time of the said abatement and that the said Decree of the nineteenth day of March one thousand eight hundred and fifty one and the proceedings thereunder should be carried on and prosecuted by

And between the said John Henry Gurney as plaintiff and the said Sampson Foster Hudson Gurney Sir George Duckett and the said other Defendants in like manner as thereby ordered between the parties to the said original and supplemental suits **And Whereas** by an order made on the ninth day of June one thousand eight hundred and fifty four in the said Causes by original and supplemental bills and in the said Cause between the said John Henry Gurney as plaintiff and the said Sampson Foster and others as Defendants by Bill of Reviver it was ordered that the said Defendants Sir George Duckett and the other Defendants in the said Order named being all the persons interested in the Equity of Redemption of the said Mortgage premises who had not been previously foreclosed by the said order of the second day of November one thousand eight hundred and fifty three should severally stand absolutely debarred and foreclosed of and from all right title interest and equity of redemption of in and to the mortgaged premises comprised in the said Indentures of the sixteenth and seventeenth days of November one thousand eight hundred and twenty four **And whereas** the said order of the second day of November one thousand eight hundred and fifty three was duly enrolled on the twenty first day of September one thousand eight hundred and fifty four and the said order of the ninth day of June one thousand eight hundred and fifty four was duly enrolled on the sixteenth day of August one thousand eight hundred and fifty four **And whereas** the present members of the banking copartnership of which the said Richard Hanbury Gurney the original plaintiff in the said suit was a member and for which he held the said Mortgage security as such trustee as aforesaid are the said Henry Birkbeck Francis Hay Gurney William Birkbeck Henry Ford Barclay Samuel Gurney Buxton and John Gurney and the said John Henry Gurney is now a Trustee of the said Navigation hereditaments and premises comprised in and formerly subject to the said Mortgage security for the said Henry Birkbeck Francis Hay Gurney William Birkbeck Henry Ford Barclay Samuel Gurney Buxton and John Gurney **And Whereas** by a Deed dated the twenty seventh day of October one thousand eight hundred and seventy under the hands and seals of Frederick Woodham Nash Robert Cole and Marshall Taylor therein respectively

described and therein mentioned to be three of the trustees acting in execution of an Act passed in the tenth year of the reign of His late Majesty King George the Fourth intituled an Act for more effectually repairing widening and improving the road from Harlow Bush Common in the parish of Harlow in the County of Essex to Stamp Cross in the Parish of Great Chesterford in the same County and for making and maintaining two new lines of Road communicating therewith the said Frederick Woodham Nash Robert Cole and Marshall Taylor did in consideration of the sum of Ninety Pounds to them paid by the said William Birkbeck and John Gurney grant and release to the said William Birkbeck and John Gurney All that piece or parcel of freehold land or ground situate in the Parish of Harlow in the said County of Essex abutting upon the Towing Path of the River Stort Navigation towards the north and upon the Old and the New Turnpike Roads leading from Sawbridgeworth to Harlow on the west and south west and abutting upon a way or passage formerly part of the Old Turnpike Road leading down to the River on the east containing by admeasurement six poles or thereabouts and being numbered 19 on the Tithes Commutation Apportionment Map of the said Parish of Harlow with the appurtenances To hold to the said William Birkbeck and John Gurney their heirs and assigns for ever by virtue and according to the true intent and meaning of an Act passed in the fourth year of the Reign of King George the Fourth intituled An Act to explain and amend the Act passed in the third year in the Reign of His then present Majesty to amend the General Laws then in being for regulating Turnpike Roads in that part of Great Britain called England **And Whereas** the said sum of ninety pounds the consideration mentioned in the said deed of the twenty seventh day of October one thousand eight hundred and seventy was money belonging to the said Henry Birkbeck Francis Hay Gurney William Birkbeck Henry Ford Barclay Samuel Gurney Buxton and John Gurney and the said William Birkbeck and John Gurney are trustees for themselves and the said Henry Birkbeck Francis Hay Gurney Henry Ford Barclay Samuel Gurney Buxton of the said lands and hereditaments comprised in and assured by the said Indenture **And Whereas** the said parties hereto of the third part agreed with the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury for the sale to them of the Navigation lands and hereditaments hereinafter described and intended to be hereby assured and the inheritance thereof in fee simple in possession free from incumbrances with the chattels and appurtenances hereinafter mentioned at the price of Fifteen thousand pounds **And Whereas** upon the treaty for the sale of the said Navigation and hereditaments it was agreed that the said John Henry Gurney should convey the said Navigation to the said parties hereto of the fourth part by an instrument in writing in the form prescribed by the hereinbefore recited Act in that behalf and that after the execution thereof the said John Henry Gurney and the said parties hereto of the third part should execute unto the said parties hereto of the fourth part a confirmation of the said Navigation and every thing thereto belonging so as to effectually vest the same in the said parties hereto of the fourth part **And Whereas** in part performance of the said Agreement by a statutable bargain and sale or transfer bearing even date and executed immediately before the execution of these presents the said John Henry Gurney has in consideration of Fifteen thousand pounds to him paid by the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury bargained sold and transferred unto the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs and assigns the said Undertaking of the Navigation of the Stort in the Counties of Hertford and Essex subject to such terms and conditions as he held the same immediately before the execution of the Instrument now in recital and they the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury have thereby agreed to accept the same subject to the same terms and conditions **Now this Indenture Witnesseth**

That in further pursuance of the said agreement and in consideration of the sum of **Fifteen thousand pounds** at the request and by the direction of the said parties hereto of the third part paid by the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury to the said John Henry Gurney the receipt and payment in manner aforesaid of which said sum of Fifteen thousand pounds the said John Henry Gurney and also the said parties hereto of the third part do and each and every of them doth hereby acknowledge and from the same do and each and every of them doth hereby acquit and release the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs executors administrators and assigns He the said John Henry Gurney at the request and by the direction of the said parties hereto of the third part **Doth** hereby grant and confirm **And** they the said parties hereto of the third part **Do** and each and every of them **Doth** hereby grant ratify and confirm unto the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs

and assigns **All that** the said Navigation or Undertaking for making navigable the River Stort in the said Counties Hertford and Essex or one of them and also all lands grounds towing paths banks houses erections buildings bridges sluices stanches locks flood gates weirs drains winches landing places fences weighbeams rams engines and other works whatsoever of or belonging to the said Navigation or Undertaking and particularly but without intending to limit the generality of this description all and singular the lands houses erections buildings specified in the schedule hereto and \wedge described and delineated with the abuttals thereof in the Map or plan annexed to these presents **And** all and singular the tolls rates and duties granted imposed or made payable by or by virtue of the said recited Act and all other the profits and advantages of the said Navigation or Undertaking And the estate right title interest claim and demand whatsoever both at Law and in Equity of them the said parties hereto of the first and third parts respectively and each and every of them in to out of and upon the said premises and every of them and every of them and every part thereof **To have and to hold** the said Navigation lands buildings tolls and hereditaments to and all and singular other the premises hereinbefore expressed to be hereby assured and confirmed unto the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs and assigns to the use of the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs and assigns for ever as joint tenants **And this Indenture further Witnesseth** that in further pursuance of the said agreement and for the consideration aforesaid **The** said John Henry Gurney at the request and by the direction of the said parties hereto of the third part **Doth** hereby grant assign and transfer **And** by the said parties hereto of the third part **Do** and each and every of them **Doth** hereby grant assign transfer and confirm unto the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their executors administrators and assigns all boats and barges with their tackle furniture and apparel coals goods and chattels of them the said parties hereto of the first and third parts respectively or any of them upon about or belonging to the said river Stort and the Navigation thereof or the warehouses erections or buildings lands or grounds thereunto belonging And all the estate right title interest claim and demand whatsoever both at Law and in Equity of them the said parties hereto of the first and third parts respectively and each and every of them in to out of and upon the said premises lastly hereinbefore expressed to be hereby assured unto the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their executors administrators and assigns to and for their own use and benefit together with full power and authority for them the said parties hereto of the fourth part their executors administrators and assigns to demand sue for and recover receive and give effectual discharges for the same and every of them and every part thereof **And this Indenture further Witnesseth** that in further pursuance of the said agreement and for the consideration aforesaid **They** the said William Birkbeck and John Gurney at the request and by the direction of the said Henry Birkbeck Francis Hay Gurney Henry Ford Barclay and Samuel Gurney Buxton **Do** and each of them **Doth** hereby grant and convey **And** they the said Henry Birkbeck Francis Hay Gurney Henry Ford Barclay and Samuel Gurney Buxton **Do** and each and every of them **Doth** hereby grant convey and confirm unto the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs and assigns **All that** the said piece or parcel of freehold land or ground situate in the said Parish of Harlow in the County of Essex comprised in and assured by the said Deed of the twenty seventh day of October One thousand eight hundred and seventy Together with all buildings trees fences hedges ditches ways waters watercourses rights rents privileges easements and appurtenances whatsoever to the said piece or parcel of land and premises belonging or in any wise appertaining or with any part thereof now or heretofore used occupied enjoyed or reputed or known as part or parcel thereof or any part thereof or appurtenant thereto **And** all the estate right title interest claim and demand whatsoever of the said parties hereto of the second and third parts and each and every of them in to out of and upon the said piece or parcel of land and land and premises lastly hereinbefore expressed to be hereby assured and every part thereof **To have and to hold** the said piece or parcel of land hereditaments and all and singular other the premises lastly hereinbefore expressed to be hereby assured and the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs and assigns **To the use of** the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs and assigns for ever as joint tenants **And** the said John Henry Gurney so far as relates to his own act alone doth hereby for himself his heirs executors administrators **covenant** with the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs and assigns **That** the said John Henry Gurney hath not done or knowingly suffered or been party or privy to any thing whereby the said premises hereinbefore expressed to be hereby by him assured and confirmed or any part thereof are is or may be impeached affected or incumbered in title estate or otherwise howsoever

Whereby they the said parties hereto of the first and third parts respectively are in anywise hindered from assuring the same premises or any part thereof in manner aforesaid **And** the said Henry Birkbeck Francis Hay Gurney William Birkbeck Henry Ford Barclay Samuel Gurney Buxton and John Gurney do hereby for themselves their heirs executors administrators and each and in every of them doth hereby for himself his heirs executors administrators covenant with the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs and assigns **That** notwithstanding anything by them the said parties hereto of the first second and third parts respectively or any of them or their or any of their predecessors in title done committed omitted or knowingly suffered they the said parties hereto of the first second or third parts or some or one of them now hath or have full power to assure all and singular the said premises hereinbefore expressed to be hereby assured and confirmed with and to the use of the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs executors administrators and assigns in manner aforesaid and that the same premises shall at all times hereafter remain and be to the use of the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs executors administrators and assigns and be quietly entered into and upon and held and enjoyed and the rents and people thereof received by the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs executors administrators and assigns accordingly without any lawful interruption or disturbance by them the said parties hereto of the first second or third parts or any of them or any person or persons lawfully or equitably claiming or to claim through under or in trust for them or any of them or their or any of their Predecessors in Title and that free and discharged from or otherwise by them the said covenanting parties or some or one of them their or some or one of their heirs executors administrators sufficiently indemnified against all estates incumbrances claims and demands created occasioned or made by them the said parties hereto of the first second and third parts or any of them their or any of their Predecessors in Title or any person or persons claiming or to claim through under or in trust for them or any of them **And further** that they the said covenanting parties and their heirs and every person having or claiming or who shall claim any estate right title or interest in to or out of the said premises hereby assured or any of them or any part thereof through under or in trust for them or any of them their upon or any of their Predecessors in Title will at all times hereafter at \wedge the request and at the expense of the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs and assigns execute and do every such lawful assurance and thing for the further and more perfectly assuring all or any of the same premises to the use of the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury their heirs and assigns as by them or any of them shall be reasonably required **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

The Schedule to which the above written **Indenture** refers

No on Plan	Description of property	Name of tenant	Nature of tenancy	Rental per annum	No on Plan	Description of property	Name of tenant	Nature of tenancy	Rental per annum
3	South Mill Lock House and Garden	Mr A Whickens	Yearly tenancy	£7.10.0	27	Collectors House and Garden	Mr Chas Booth	Yearly tenancy	£1.0.0
4	Pasture Land				28 and 29	Pasture Land			
5 and 6	In the occupation of owners	D Dorrington	ditto	£1.10.0	1	Wharf and land adjoining. The portion coloured yellow on the plan is let to	J L Glasscock	Lease for 30 years from 25.3.1864	£5.0.0
7 & 8					Strip of land on the wharf	J Taylor and Son	Yearly tenancy	£1.0.0	
9 10 11 and 12 13	Spellbrook Lock Houses and strip of Garden Ground adjoining Island planted with osiers in occupation of the owners							Blocks of buildings consisting of granaries and coal sheds, viz Nos 52 to 57	J Taylor and Son

14	Canal Wharf at Sawbridgeworth			
15	Sheering Lock House and Garden			
16	In the occupation of owners			
17	Canal Wharf at Harlow			
18	Pasture Land	The Misses Wright	ditto	£0.5.0
19	In the occupation of owners			
20	Pasture Land	Mr C Cracknall	ditto	£2.0.0
21	Burnt Mill Lock House Garden & Canal Wharf			
22	Pasture Land	Mr E Westrup	Ditto	£0.7.6
23	In the occupation of owners			
24	Pasture Land	Mr J Aylett	Ditto	£2.5.0
25	Navigation Workshop, Lock House & Stable			
26	Pasture Land	Mr J Heaver	Yearly tenancy	£1.0.0

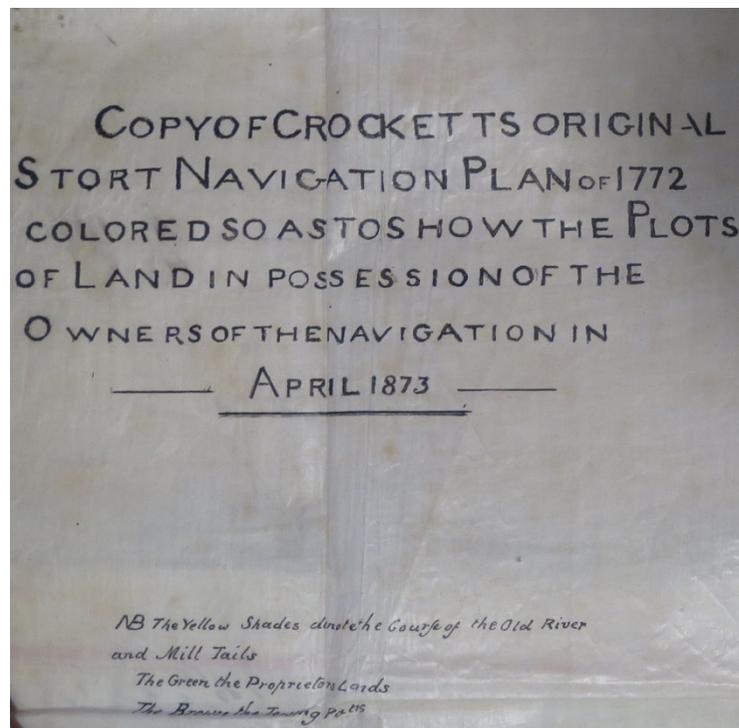
	Nos 58 to 63	J Taylor and Son	ditto	£18.0.0
	Nos 1 to 3		ditto	£7.10.0
	Nos 4 to 6		ditto	£7.10.0
	Nos 7 to 9		ditto	£7.10.0
	Nos 10 to 12		ditto	£7.10.0
	Nos 13 to 15		ditto	£7.10.0
	Nos 23 to 29		ditto	£10.10.0
	Nos 34 to 36		ditto	£4.10.0
	Nos 37 to 40		ditto	£6.0.0
	Nos 20 and 22		ditto	£5.0.0
	Nos 74 to 77		ditto	£10.0.0
	No 21	Harvey & Portway	ditto	£3.0.0
	Small wharf			
2	A wet dock also comprising the Navigation Workshops and Offices			
	Dwelling House	Mrs Perry	Yearly tenancy	£16.0.0
	The following granaries:			
	Nos 80 to 81	Harvey & Portway	ditto	£10.0.0
	Nos 17 to 21	Harvey & Portway	ditto	£9.0.0
	Nos 1 to 2	Harvey & Portway	ditto	£5.9.0
	Nos 12 to 16	Harvey & Portway	ditto	£13.12.6
	Nos 3 to 5	J Taylor and Son	ditto	£7.10.0
				£195.19.0

£40,000 in 1824 = £2,750,000 in 2010
£15,000 in 1873 = £1,040,000 in 2010
£195.19.0 in 1873 = £13,500 in 2010
£1 in 1873 = £69.10 in 2010

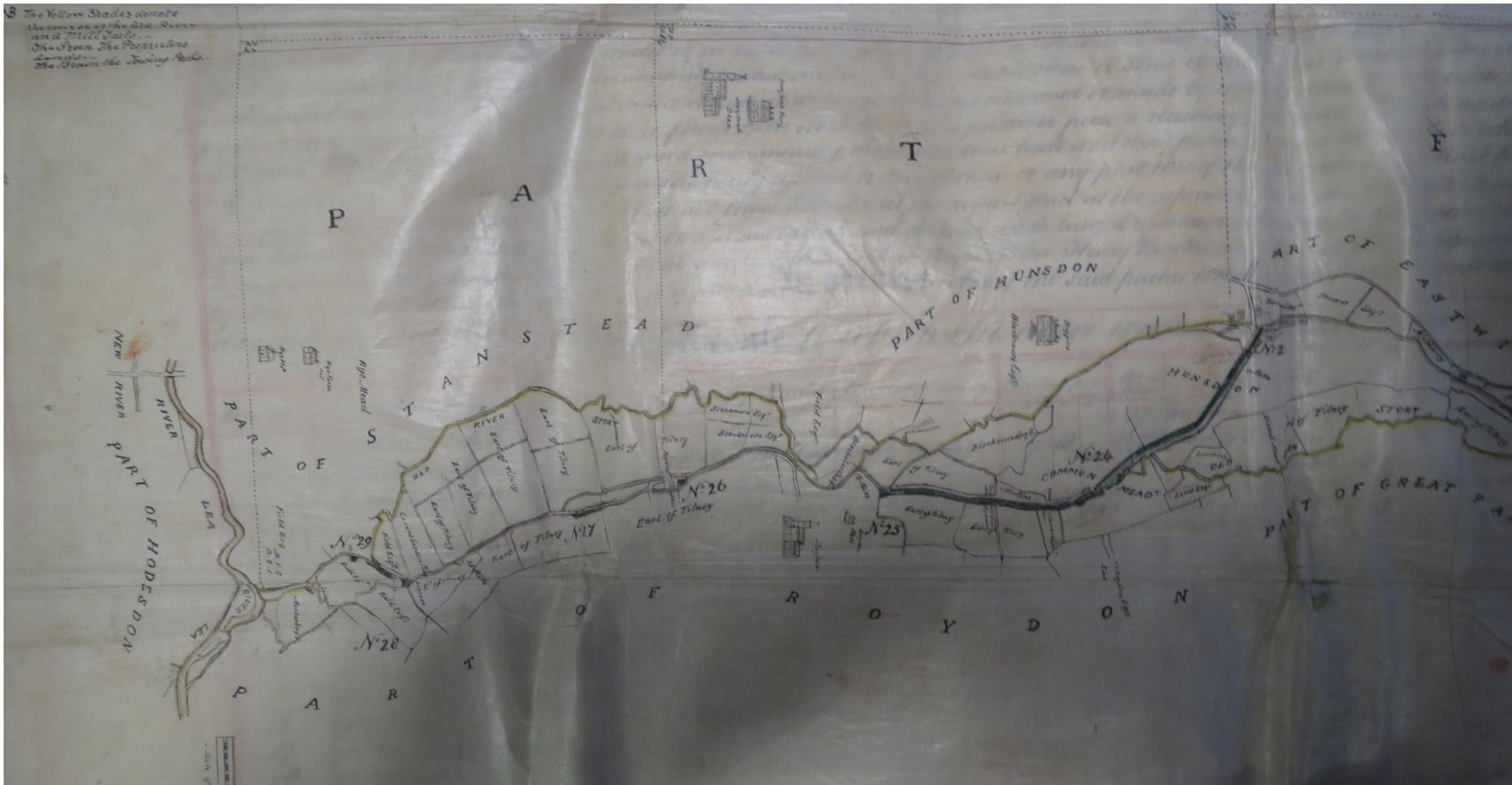
Behoof = to the benefit of

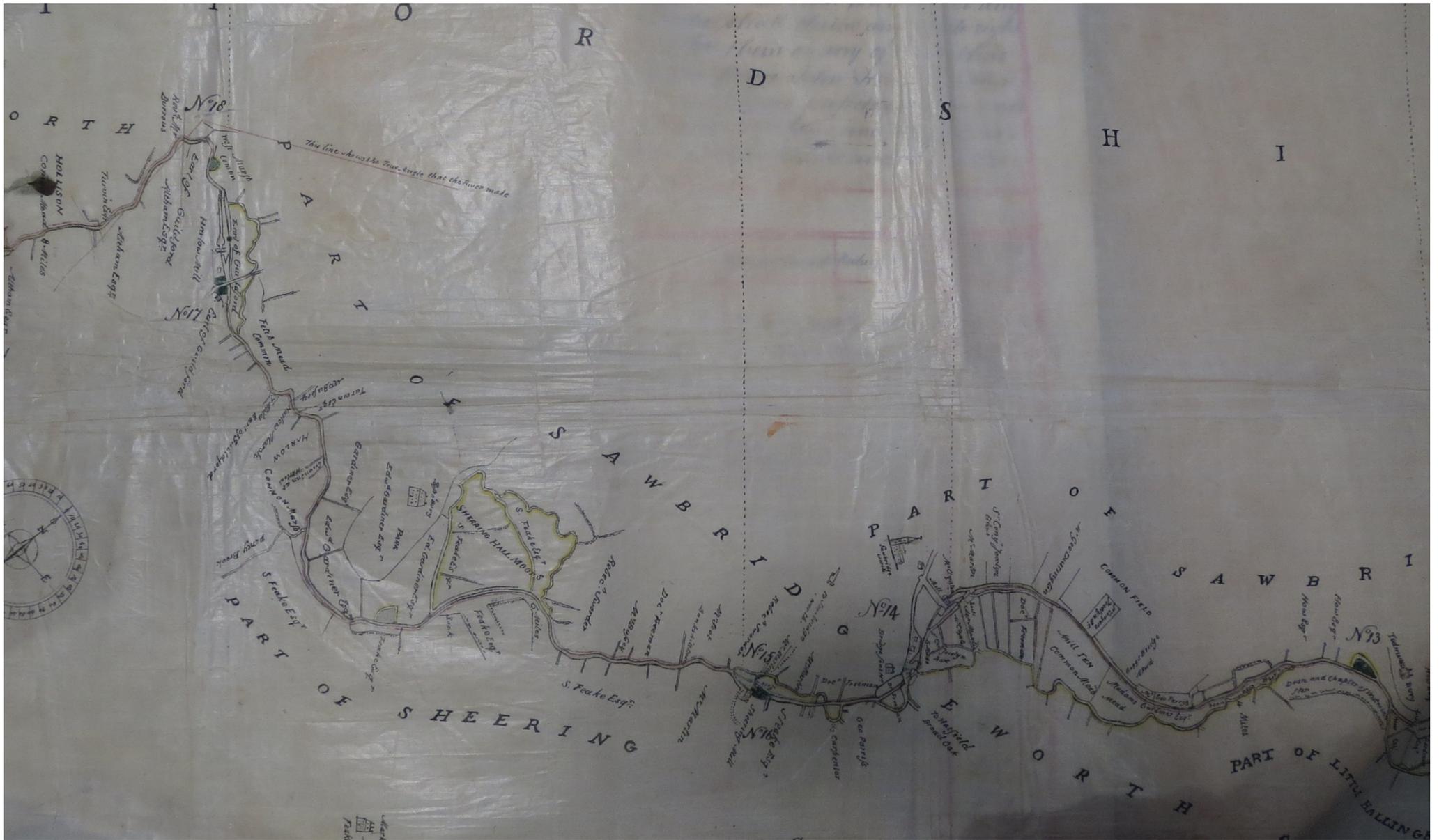
Enure: in law, to come into use or power

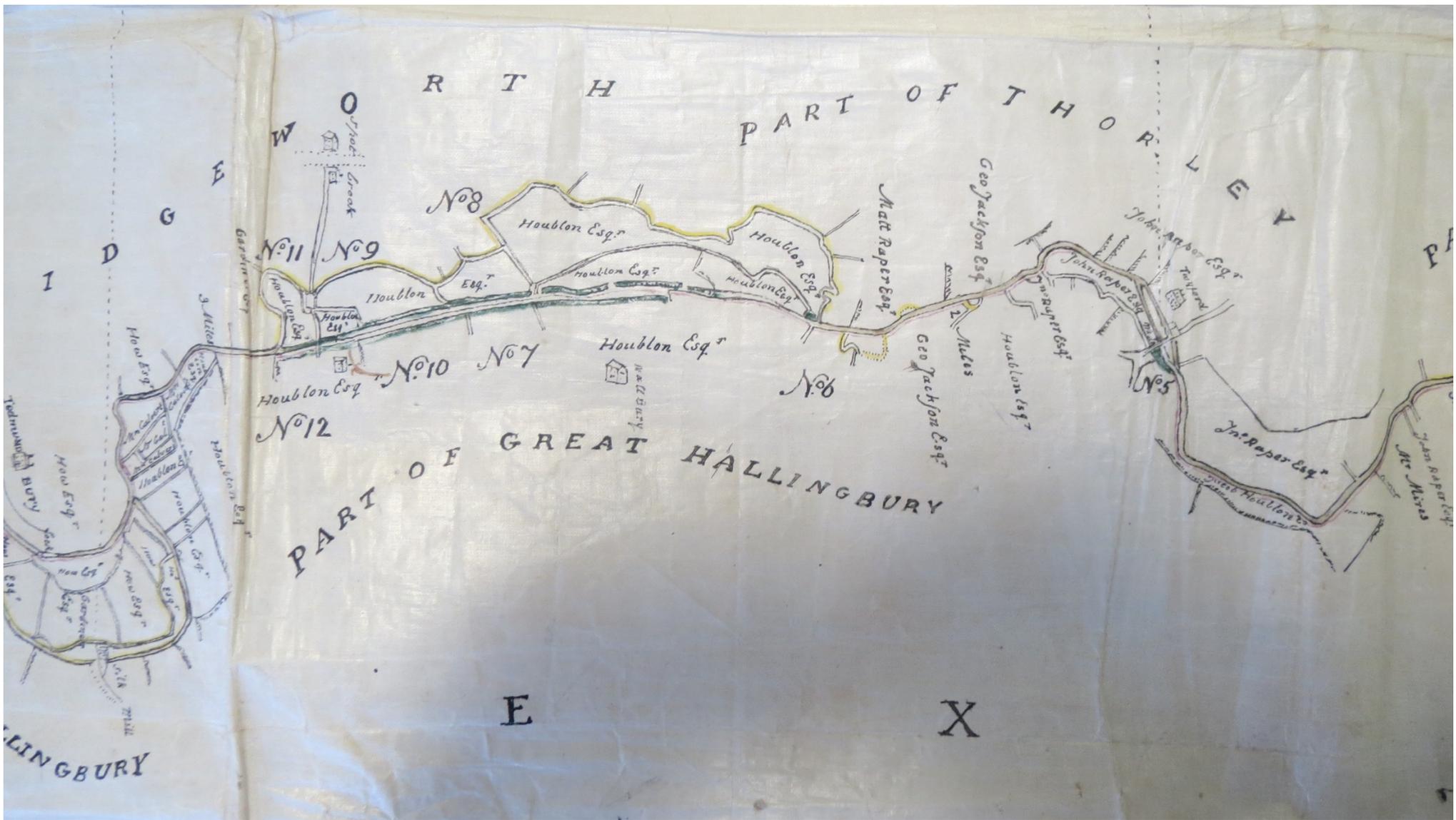
The map which follows is bound with the deed



6 The Yellow Shades denote
the course of the Old River
and Mill Race -
The Green the Prospective
Lands -
The Brown the Tithing Rents.







NORTH

PART OF THORLEY

PART OF GREAT HALLINGBURY

E

X

HALLINGBURY

No 11

No 9

No 8

No 10

No 7

No 6

No 5

Houblon Esq.

Houblon Esq.

Houblon Esq.

Houblon Esq.

Matt Raper Esq.

Geo Jackson Esq.

Geo Jackson Esq.

Houblon Esq.

John Raper Esq.

John Raper Esq.

John Raper Esq.

Brook

Mill

Mill

