

CRT Deed no 188

Dated June 27th 1889

Truman Hanbury Buxton	}	Conveyance
and Company Ltd with	}	and
consent of Sir John Selwin Ibbetson	}	Confirmation of
and Sir Thomas Fowell Buxton	}	the Navigation of the
to	}	River Stort in the Counties
Mr John Poole Davis	}	of Herts and Essex

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

Signed Sealed and Delivered by the within named
Sir Henry John Selwin Ibbetson in the presence of

sig: Ernest Noel JP
8 Portman Square

sig: J N Shiling
Winchester House, E.C. Gentr.

Signed Sealed and Delivered by the within named
Sir Thomas Fowell Buxton in the presence of

sig: W Stokes
Brewery Spitalfields
Secy to the Company

sig: T F Reeve
Brewery Spitalfields
C Clerk

Signed Sealed and Delivered by the within named
John Poole Davis in the presence of

sig: R Arthur Whitting
Solr. 62 New Broad St E.C.

sig: Richd E Sexton
Brewery Spitalfields

Memorandum. By Indenture dated the thirtieth day of January One thousand eight hundred and ninety three between the within named John Poole Davis of the one part and Ann Sadgrove of Ridgewell House Highbury New Park in the County of Middlesex Widow of the other part A piece of land with the messuage thereon and called Latton Island in the occupation of the said John Poole Davis situate on the North side of the towing path to the River Stort near Latton Mill Together with rights of way and of fishing as therein mentioned were conveyed by the said John Poole Davis to the said Ann Sadgrove in fee simple in manner therein mentioned.

Dated thirtieth January One thousand eight hundred and ninety three

Indenture made the twenty seventh day of June One thousand eight hundred and eighty nine Between **Truman Hanbury Buxton and Company Limited** of the first part **The Right Honorable Sir Henry John Selwin Ibbetson** of Down Harlow in the County of Essex Baronet M.P. and **Sir Thomas Fowell Buxton** of Warlies Waltham Abbey in the said County of Essex Baronet (hereinafter called the said Trustees) of the second part and **John Poole Davis** of 11 Bedford Road Tottenham in the County of Middlesex Engineer of the third part and **Supplemental** to an Indenture bearing date the thirteenth day of October one thousand eight hundred and seventy three and made between John Henry Gurney of the first part William Birkbeck and John Gurney of the second part Henry Birkbeck Francis Hay Gurney the said William Birkbeck Henry Ford Barclay Samuel Gurney Buxton and the said John Gurney of the third part and Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury of the fourth part being a Deed of Confirmation of a statutory Deed of Bargain and sale of even date therewith of the undertaking of the Navigation of the River Stort in the Counties of Herts and Essex **Whereas** since the date of the principal Indenture the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury have sold and conveyed to the purchasers thereof divers of the lands comprised in that Indenture which lands so sold are or are intended to be specified in the second schedule hereunder written **And whereas** the purchase by and conveyance to the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury made by the Principal Indenture and the said Indenture of even date therewith was made to them the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury as partners in the firm of Truman Hanbury and Buxton and Company and the property comprised in that purchase was part of the property of the said firm **And Whereas** on the second day of January One thousand eight hundred and eighty nine the partnership of Truman Hanbury and Buxton and Company was converted into a company by the name of Truman Hanbury and Buxton and Company Limited (hereinafter called the Company and all the property of the said firm was by Deed conveyed and transferred into the said Company **And Whereas** by a Deed of Trust bearing date the eighteenth day of April One thousand eight hundred and eighty nine certain property of the said company (including the property intended to be hereby conveyed) was conveyed and transferred to the said Right Honorable Sir Henry John Selwin Ibbetson and Sir Thomas Fowell Buxton as the mortgagees for and they were appointed Trustees on behalf of Debenture Stockholders to secure to them payment of certain debenture stock raised for the purposes of the said Company And it was by the said Trust Deed provided that at any time before the Trustees or Trustee should have entered into possession of the mortgaged premises they might sell or concur in selling all or any of the mortgaged premises and should hold the net proceeds of any such sale upon then Trusts therein mentioned **And Whereas** no statutory bargain sale and alienation has been in accordance with the Act of Parliament of 6 George III referred to in the principal Indenture made to the Company **And Whereas** the Company have contracted with the purchaser for the absolute sale to him of the said Navigation and hereditaments now subject to the principal Indenture and the said Indenture of even date for the sum of One Hundred Pounds **And Whereas** the said mortgagees and trustees have in accordance with their said trust deed

agreed to concur in the said sale as testified by their executing these Presents **And Whereas** by a statutable bargain and sale or transfer bearing even date wish and executed immediately before the execution of these presents the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury have at the request of the Company and in consideration of One Hundred Pounds to the said Mortgagees and Trustees paid by the said John Poole Davis bargained sold and transferred unto the said John Poole Davis the said undertaking of the Navigation of the Stort in the Counties of Hertford and Essex subject to such terms and conditions as they held the same immediately before the execution of the instrument now in recital and he the said John Poole Davis has thereby agreed to accept the same terms and conditions **And Whereas** on the occasion of the sale of a portion of the lands comprised in the principal Indenture to one Edmund Cornell a verbal undertaking was given on behalf of the said Arthur Vickris Pryor John Henry Buxton and Edmund Smith Hanbury to the said Edmund Cornell to pay a sum of five pounds per annum to the Trustees of the Charities of Bishops Stortford Parish in the County of Herts which was charged on the hereditaments so conveyed to the said Edmund Cornell and the said John Poole Davis hath agreed with the said Company that the Conveyance made by these Presents should be subject to the said sum of five pounds and that he should enter into the covenant hereinafter on his part contained relating thereto **Now this Indenture Witnesseth** that in pursuance of the said agreement and in consideration of the sum of One Hundred Pounds to the said Sir Henry John Selwin Ibbetson and Sir Thomas Fowell Buxton as mortgagees and Trustees as aforesaid paid by the said John Poole Davis with the consent of the said company the receipt and payment in manner aforesaid of which said sum of One Hundred Pounds the said Mortgagees and Trustees and also the Company do hereby respectively acknowledge They the Company with the consent of the said Mortgagees and Trustees and as beneficial owners Whereby grant and confirm And they the said Mortgagees and Trustees as Mortgagees and Trustees Do and each of them Doth hereby release and confirm to the said John Poole Davis and his heirs **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 and also all lands grounds towing paths banks houses erections buildings bridges sluices stanches flood gates weirs drains winches landing places fences weigh beams rams engines and other works whatsoever now of or belonging to the said navigation or undertaking or now subject to the principal Indenture and the said Indenture of even date therewith and (but without intending to limit the generality of this description) All and singular the lands houses erections and buildings specified in the first Schedule hereto and which said lands (but without the said houses erections and buildings) are (together with other lands of the undertaking so sold and conveyed to the Purchasers thereof as aforesaid) described and delineated with the abuttals thereof in the map or plan annexed to the principal Indenture And all and singular the tolls rates and duties granted imposed or made payable by or by virtue of the said recited Act and which are now payable and all other the profits and advantages of the said navigation or undertaking as it now exists **To have and to hold** the said navigation lands buildings tolls and hereditaments and all and singular other the premises hereinbefore expressed to be hereby assured and confirmed unto and to the use of the said John Poole Davis in fee simple subject nevertheless to the payment of the said sum of five pounds per annum to the Trustees of the Charities of Bishops Stortford Parish in the County of Herts and subject also to the terms and conditions on which the premises hereby expressed to be conveyed are now held by the Company **And** this indenture further **witnesseth** that in further pursuance of the said Agreement and for the consideration aforesaid The said Company as beneficial owners with the consent of the said Mortgagees and Trustees **Do** here hereby grant assign and transfer unto the said John Poole Davis his executors and administrators **All** the dredging and other boats and working plant upon about and now belonging to the said River Stort and the navigation thereof or to the Company in respect of such navigation **To Hold** receive and take all and singular the said premises lastly hereinbefore expressed to be hereby assured unto the said John Poole Davis for his own benefit **And** the said John Poole Davis hereby covenants with the said Company that he the said John Poole Davis his heirs executors administrators or assigns will at all times hereafter pay to the Trustees of the Charities of Bishops Stortford Parish in the County of Herts the said sum of Five pounds per annum so charged on the lands sold to the said Edmund Cornell as aforesaid and indemnify and keep indemnified the said Company and the lands so sold to the said Edmund Cornell as and aforesaid from and against the said sum of five pounds per annum and every payment thereof and all claims and demands in respect thereof **In Witness** whereof the said Company have hereunto set their Common Seal and the said other parties have hereunto set their hands and seals the day first above written.

The First Schedule above referred to

Number on Plan	Description of Property	Name of Tenant	Nature of Tenancy	Rental per Annum	Number on Plan	Description of Property	Name of Tenant	Nature of Tenancy	Rental per Annum	Number on Plan	Description of Property	Name of Tenant	Nature of Tenancy	Rental per Annum			
Part of 3}	South Mill Lock	Mr Smith	Yearly Tenancy	4..0..0	15	Sheering Lock House and Garden	The Misses Wright	Yearly Tenancy	5..0	22	Pasture Land	G Westrup	Yearly Tenancy	7..6			
4	House and Garden } Pasture Land				16	In the occupation of the owners				23	Land in the occupation of the owners						
5 and 6	In the occupation of Owners				17	Canal Wharf at Harlow				24	Ditto						
7 and 8	Ditto				18	Pasture Land				25	Navigation Workshop Lockhouse and Stables						
9, 10, 11 } and 12 }	Spellbrook Lockhouse } and strips of Garden } ground adjoining }				19	In the occupation of the owners				26	Pasture Land in the Occupation of Owners Collectors house and garden						
14	Canal Wharf at Sawbridgeworth				20 Part of } 21 }	Navigation Works Burnt Mill Lock House Garden and Canal Wharf				27 28 and 29	Pasture Land				Sir Charles Booth	Yearly Tenancy	1..0..0
										Part of 1	Small Wharf						

The Second Schedule above referred to

Number on plan	Description of Property	Number on plan	Description of Property
Part of 1	Wharf and land adjoining except small wharf. The portion coloured yellow was formerly let to J L Glasscock Strip of land on the wharf Blocks of Buildings consisting of Granaries and Coal Sheds vizt. Nos 52 to 57, 58 to 63, 1 to 3, 4 to 6, 7 to 9, 10 to 12, 13 to 15, 23 to 29 34 to 36, 37 to 40, 20 and 22, 74 to 77, 21	13	Island planted with osiers
		Part of 21	Portion of land
		Not numbered on plan	Piece of land at Sawbridgeworth Piece of land at South Mill Bishops Stortford



The Common Seal of Truman Hanbury Buxton and Company Limited was affixed hereto in the presence of

sig John Hanbury Director
sig ##### Secretary

sig Henry John Selwyn Ibbetson

sig T Fowell Buxton

sig J P Davis

Note £100 in 1889 = £8620 in 2010
£5 in 1889 = £431 in 2010

£4 in 1889 = £345 in 2010
£1 in 1889 = £86.20 in 2010

7/6 in 1889 = £32.30 in 2010
5/- in 1889 = £21.60 in 2010

