ANNO QUADRAGESIMO NONO

GEORGII III. REGIS.

Cap. 169.

An Act for veſting in Truſtees a certain Tract of Open Paſture Land called *Box Moor*, in the Pariſh of *Hemelhempſted* in the County of *Hertford*, upon certain Truſts; applying the Produce thereof; and for better ſecuring the Rights of the reſpective Parties entitled to the ſaid Moor.

[10th *June* 1809.]

WHEREAS by Indenture of Feoffment, bearing Date on or about the Twenty-ſixth Day of *April*, in the Thirty-ſixth Year of the Reign of Her Majeſty Queen *Elizabeth*, and expreſſed to be made between *John Rolfe* and *Richard Pope* of the one Part; and *Francis Combes* the younger, *Thomas Howe*, *Zachary Rolfe*, *Robert Pope*, *John Beſowth*, *Seath Gladman*, *John Shadde*, *Nathaniel Field*, *William Howe*, *William Rolfe*, *Michael Howe*, *William Younge*, *Richard Rolfe*, *John Turner*, *John Rogers*, *Chriſtopher Beſowth*, *James Puddevat*, *William Longe*, *Ralph Puddevat*, *John Knevatt*, *Richard Birchemore*, *Henry Roſe*, *Jeromye Knight*, *Daniel Howe*, *John Pope*, *Matthew Gleniſter*, *Ralfe Pope*, *Thomas Field*, *William Newman*, *Simon Coxe* the younger, *William Colman*, *Edmund Howe* the younger, *John Howe*, *Zephaniah Beſowth*, *Thomas Axtell*, *Richard Doult* the younger, *John Baker* the younger, *William Howe*, *John Pope*, *Jeromy Rolfe*, *John Turner*, *John Bliſſe*, *William Hearne* the younger, *Edmund Partridge*, *Roger Partridge*, *William Hawkins*, *William Rolfe*, *Thomas Marſtone*,

Abriell Gladman, *Richard Howe*, *Robert Colman*, *Richard Southen*, *Roger Turner*, *Thomas ould*, *James Maine*, *John Hall*, *John Southen*, *Francis Maine*, *Nathaniel Axtell*, *John Gould*, *William Shakemaple*, *Micah Humphrey*, *Abieza Hay*, *Thomas Gould*, *Francis Gould*, *John Prieſt*, and *Phillip Axtell* of the other Part; after reciting that all the Meadow in *Hemelhempſted* aforeſaid, commonly called or known by the Name of *Caſtle Mead*, *Haywards Mead*, *Baylie Mead*, *Haybourn Mead*, *The Common Mead*, alias *Two Waters Moore*, together with the Liberty of Fiſhing in the Water that runneth in and through the ſaid Meadow, and all Profits, Commodities, and Advantages thereunto in anywiſe belonging (amongſt divers other Things) by good and ſufficient Conveyance and Aſſurance in the Law, was lawfully conveyed and aſſured to the ſaid *John Rolfe*, *Richard Pope*, and one *William Gladman*, their Heirs and Aſſigns, for ever; the Intent and Purpoſe of which Conveyance and Aſſurance, ſo to them made, was by a ſecret Truſt to them committed to and for the Benefit and only Uſe whereby the Inhabitants of *Hemelhempſted* aforeſaid, and of *Bovington*, their Heirs and Aſſigns, might and ſhould for ever thereafter have, hold, and enjoy the ſaid Meadow, and all the Commodities and Profits that might or ſhould ariſe thereof, in as full, ample, and beneficial Manner to all Intents and Purpoſes as by reaſon of any Grant or Conveyance made thereof by the Queen's moſt Excellent Majeſty, to the late Right Honourable *Robert* Earl of *Leiceſter* deceaſed, and his Heirs the ſaid Right Honourable Earl ſhould or might have, take, and enjoy the ſame, ſince the which Aſſurance and Conveyance made to the ſaid *John Rolfe*, *Richard Pope*, and *William Gladman*, as aforeſaid, that the ſaid *William Gladman* died, by force whereof the ſaid *John Rolfe* and *Richard Pope* were ſeiſed of the ſaid Meadow and Premiſes in their Demeſne, as of Fee by the Right of Survivor, in Manner and Form aforeſaid: It is witneſſed, that the ſaid *John Rolfe* and *Richard Pope*, for and in conſideration that the Money wherewith they bought and purchaſed the ſaid Meadow and Premiſes was diſburſed and paid at the Coſts and Charges of divers and the moſt of the Inhabitants of *Hemelhempſted* and *Bovington* aforeſaid, in Performance of the ſaid Intent and Purpoſe, *videlicet*, that the ſaid Inhabitants of *Hemelhempſted* and *Bovington* might for ever thereafter have, hold, and freely enjoy all the Profits, Commodities, and Benefits of the ſaid Meadow and Fiſhing, as is aforeſaid, did grant, enfeoff, and confirm unto the ſaid *Francis Combes*, *Thomas Howe*, *Zachary Rolfe*, *Robert Pope*, and all other the ſaid ſeveral Feoffees therein before named, all the ſaid Meadow or Moor, and the Liberty of fiſhing of the River or Water therein; and all the Rents, Profits, Privileges, Commodities, and Advantages thereof, or thereunto belonging, ariſing, or in anywiſe appertaining, to hold the ſame, with the Appurtenances, unto the ſaid *Francis Combes*, *Thomas Howe*, *Zachary Rolfe*, *Robert Pope*, and all other the ſaid Feoffees therein before named, and their Heirs, to the Uſe and Behoof as well of the ſaid *John Rolfe* and *Richard Pope* and their Heirs, as of the ſaid *Francis Combes*, *Thomas Howe*, *Zachary Rolfe*, *Robert Pope*, and of all other the Feoffees aforenamed, and of all other Perſon or Perſons whatſoever, by what Name or Names ſoever they be called or known, which then dwelt and inhabited within *Hemelhempſted* and *Bovington* aforeſaid, and of all and every their Heirs, by equal Portions thereof in common, ſo long as they or every each of them or their Heirs ſhould dwell and inhabit within *Hemelhempſted* or *Bovington* aforeſaid; and if

they or any of them, or the Heirs of them, or any of them, ſhould depart, remove, and not dwell there, then to the Uſe of ſuch other Perſon or Perſons, and their Heirs, for ſuch Portion or Portions of him or them ſo departing, removing, and not dwelling there, in common with the reſt then inhabiting there, as ſucceſſively ſhould, in their Places and Steads ſo departing and removing, then dwell and inhabit within the ſaid Town or Hamlet, ſo long as ſuch Perſon or Perſons, and their Heirs, ſhould ſo dwell and inhabit in their Places and Steads aforeſaid, and ſo from Time to Time after every departing and removing to dwell within the ſaid Town or Hamlet; then to the Uſe of ſuch other Perſon or Perſons, and their Heirs in common with the Reſt then inhabiting there, as ſucceſſively from Time to Time ſhould in their Place and Steads ſo departing and removing at all and every Time thereafter dwell and inhabit within the Town or Hamlet aforeſaid, and to no other Uſes, Intents, or Purpoſes, nor in any other Manner or Form than was before expreſſed, mentioned, and declared: And it was thereby covenanted and agreed between the ſaid Parties thereto, that as well the ſaid *Francis Combes*, *Thomas Howe*, *Zachary Rolfe*, *Robert Pope*, and all other the aforenamed Feoffees and Inhabitants of *Hemelhempſted* and *Bovington* aforeſaid, as alſo their Heirs and Aſſigns, which at any Time thereafter for ever ſucceſſively ſhould and ought to have and enjoy the ſaid Meadow and Premiſes in Manner and Form aforeſaid, ſhould and would, ſo long as they and every each of them ſhould be Inhabitants and Dwellers therein, maintain, keep, obſerve, perform, and fulfil all ſuch and ſo many Orders and Bye Laws as then were or thereafter ſhould be made at any Time for ever, by Twelve of the beſt of the Inhabitants of *Hemelhempſted* and *Bovington* aforeſaid, concerning the uſing, enjoying, and poſſeſſing of the ſaid Meadow and Fiſhing, to the beſt Commodity and Benefit of all and every of the ſaid Inhabitants, their Heirs and Aſſigns, being Inhabitants there; as alſo for the felling, cutting down, and converting of the Woods, Underwoods, Buſhes, Furzes, and Trees then growing and being, or which ſhould grow and be in and upon the ſaid Premiſes, to be employed, converted, and uſed to the beſt Commodity and Benefit of the ſaid Feoffees and Inhabitants, their Heirs and Aſſigns, Inhabitants there for the Time being: And it was by the ſaid Indenture concluded and agreed upon between all the ſaid Parties thereto, that whenſoever Twenty, Thirty, or Forty of the ſaid Feoffees ſhould depart out of this natural Life, and die, then at all Times after (if it be thought needful) upon reaſonable Requeſt on that Behalf to be made to the then ſurviving Feoffees, they ſhould make or cauſe to be made a new Feoffment to as many and the like Number of the then Inhabitants of *Hemelhempſted* and *Bovington* aforeſaid, to be elected Feoffees by the then Baylie of the ſaid Town of *Hemelhempſted* for the Time being, and the greater Part of the Inhabitants of *Hemelhempſted* and *Bovington* aforeſaid, and to the like Uſe and Behoof as in thoſe Preſents was declared, and with the like Covenants, Grants, Articles, and Agreements therein to be contained as in thoſe Preſents were mentioned, and not otherwiſe: And whereas by Indenture of Feoffment, bearing Date on or about the Twenty-ſixth Day of *April* One thouſand ſix hundred and fifty-nine, and expreſſed to be made between the ſaid *Seth Gladman*, *Nathaniel Field*, *Henry Roſe*, *Daniel Howe*, *William Newman*, *Richard Dolt*, *Jeremy Rolfe*, *William Hearne*, *Thomas Gould*, *Abieza Hay*, and *John Prieſt*, of the one Part; and Sir *Richard Combes* Knight, *Richard Combe* Eſquire, *William Long* Bailiff

Bailiff of *Hemelhempſted* for the Time being, *William Long* the younger, *Joſias Martyn*, *Joſias Martyn* the younger, *Francis King*, *Joſeph Marſton*, *William Marſton* his Son, Captain *John Turner*, *Samuel Turner* his Son, *Joſias Howe*, *Robert Sawcer*, *Richard Salter* the elder, *Richard Salter* the younger, *John Gate* the younger, *John Howe* Son of *Francis Howe*, *John Southen* Son of *Samuel Southen*, *Samuel Howe*, *Michael Howe*, *John Howe* the younger, *Jeremy Knight* the younger, *Thomas Fryer*, *William Hitchcock* the younger, *John Puddevatt*, *John Owen*, *William Garrett*, *John Field* the younger, Son of the ſaid *Nathaniel Field*, *George Newman*, *John Clark* the younger, *Thomas Aberry*, *John Field* the younger, *William Young* the younger, *Samuel Turner* the younger, *John Turner* the younger, *Francis Goodwin*, *Richard Turner* the younger, *John Rolfe* the younger, *John Crawley* the younger, *Nicholas King* the younger, *Iſaac Field* the younger, *Seth Partridge* the younger, *Thomas Turney*, *William Stratford*, *Henry Walker*, *William Wright*, *Elkanah Settle*, *Joſeph Belton*, *Joſeph Turner* the younger, *Nathaniel Naſh* the younger, *Jonathan Pratt*, *Eliſha Deacon*, *John Buckett*, *John Turner*, *Thomas Gould*, *John Gould*, *John Prieſt*, *Thomas Prieſt*, *William Bunn*, *Zachary King* the younger, *Richard Shakemaple* the younger, *Thomas Hallſey*, *Jeremy Gould*, *Thomas Hayes* the younger, *John Knight*, *John Reeve*, and *Jeremy Gould* the younger, of the other Part; after reciting (among other Things) that ſeveral of the Feoffees in the ſaid laſt recited Indenture were dead, and that by force whereof the ſaid *Seth Gladman*, *Nathaniel Field*, *Henry Roſe*, *Daniel Howe*, *William Newman*, *Richard Dolte*, *Jeremy Rolfe*, *William Hearne*, *Thomas Gould*, *Abieza Hay*, and *John Prieſt*, were ſeized of the ſaid Meadow and Premiſes, with their Demeſnes, as of Fee by the Right of Survivor, in Manner and Form aforeſaid, it is witneſſed, that the ſaid *Seth Gladman*, *Nathaniel Field*, *Henry Roſe*, *Daniel Howe*, *William Newman*, *Richard Dolte*, *Jeremy Rolfe*, *William Hearne*, *Thomas Gould*, *Abieza Haye*, and *John Prieſt*, for and in Conſideration that the Money wherewith the ſaid Meadow and Premiſes were purchaſed, was diſburſed and paid at the Coſts and Charges of divers and the moſt Part of the Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, as alſo in Performance of the ſaid Intent and Purpoſe, *videlicet*, that the ſaid Inhabitants of *Hemelhempſted* and *Bovingdon* might for ever thereafter have, hold, and freely enjoy all the Profits, Commodities, and Benefits of the ſaid Meadow and Fiſhing as aforeſaid, did grant, enfeoff, and confirm unto the ſaid Sir *Richard Combe*, *Richard Combe* Eſquire, *William Longe* Bailiff of *Hemelhempſted* for the Time being, *William Longe* the younger, *Joſias Martyn*, and other the ſaid ſeveral Feoffees therein named, all the ſaid Meadow or Moor, and the Liberty of fiſhing the River or Water therein, and all the Rents, Profits, Privileges, Commodities, Dues, and Advantages thereof or thereunto belonging, ariſing, or in anywiſe appertaining, to hold the ſame, with the Appurtenances, to the Uſe and Behoof as well of the ſaid *Seth Gladman*, *Nathaniel Field*, *Henry Roſe*, *Daniel Howe*, *William Newman*, *Richard Dolte*, *Jeremy Rolfe*, *William Hearne*, *Thomas Gould*, *Abieza Haye*, and *John Prieſt*, and their Heirs, as of the ſaid Sir *Richard Combe*, *Richard Combe* Eſquire, *William Longe* the elder, *William Longe* the younger, *Joſias Martyn* Gentleman, and of all other the Feoffees therein-before named, and of all other Perſon and Perſons whatſoever, by what Name or Names ſoever they be called or known, which then dwelt and inhabited within *Hemelhempſted* or *Bovingdon* aforeſaid, and of all and every their Heirs, by equal Portions thereof, in common,

common, so long as they or every each of them, or their Heirs, should dwell or inhabit within *Hemelhempsted* or *Bovingdon* aforesaid; and if they or any of them, or the Heirs of them, should depart, remove, and not dwell there, then to the Use of such other Person and Persons, and their Heirs, for such Portion or Portions of him or them so departing, removing, and not dwelling there in common with the Rest then inhabiting there, as successively should in their Places and Steads so departing and removing then dwell and inhabit in the said Town or Hamlet, so long as such Person or Persons and their Heirs should so dwell and inhabit in their Places and Steads aforesaid; and from Time to Time after every departing and removing to dwell in the said Town or Hamlet, then to the Use of such other Person or Persons, and their Heirs, in common with the Rest then inhabiting there, as successively from Time to Time should in their Places and Steads so departing and removing, at all and every Time thereafter dwell and inhabit within the Town or Hamlet aforesaid, and to none other Uses, Intents, or Purposes, or in any other Manner or Form than was before expressed, mentioned, and declared; and in the said Indenture of Feoffment now in Recital is contained such and the like Covenants, Proviso, or Agreements for making Bye-laws, and for felling and converting of the Woods and Underwoods, and appointing new Trustees, as are contained in the said last recited Indenture: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Sixth and Seventh Days of *August* in the Tenth Year of the Reign of her Majesty Queen *Anne*, One thousand seven hundred and eleven, and made between the said *John Crawley*, *William Marston*, *John Southen*, *William Young*, *Samuel Turner*, *Joseph Turner*, *Nathaniel Nash* the elder, *Elisha Deacon*, *Zachariah King*, and *Richard Shakemaple*, of the one Part; and *George Lewis*, *Richard Salter* the elder, *Richard Salter* the younger, Son of the said *Richard Salter* the elder, *John Salter*, another of the Sons of the said *Richard Salter* the elder, *Thomas Salter*, another of the Sons of the said *Richard Salter* the elder, *John Puddephatt* the elder, *John Puddephatt* the younger, Son of the said *John Puddephatt* the elder, *Ephraim How*, *John How*, Son of the said *Ephraim How*, *Robert Gregory*, *William Long*, *John Field*, *Ralph Field* the younger, *Bennett Puddephatt*, *Joseph Puddephatt* Son of the said *Bennett Puddephatt*, *Thomas Burch* the elder, *Thomas Burch* the younger, Son of the said *Thomas Burch* the elder, *Moses Sparling* the elder, *Moses Sparling* the younger, Son of the said *Moses Sparling* the elder, *William Turner*, *Jeremiah Puddephatt*, *John Puddephatt*, Son of the said *Jeremiah Puddephatt*, *John Crawley* the younger, Son of *John Crawley* deceased, *Thomas Crawley* the elder, *Thomas Crawley* the younger, Son of the said *Thomas Crawley* the elder, *Edmund Crawley*, *James Oliver* the elder, *James Oliver* the younger, Son of *Jonah Oliver* deceased, *Peter Meadows*, *Luke Lewis* the elder, *Luke Lewis* the younger, Son of the said *Luke Lewis* the elder, *Samuel Lewis*, *Daniel Shipton* the elder, *Daniel Shipton* the younger, Son of the said *Daniel Shipton* the elder, *Francis How*, *John Wheeler*, *Nathaniel Brandley*, *Richard Walker*, *Shem Sheppard*, *Nathaniel Nash*, *Moses West* the elder, *Moses West* the younger, Son of the said *Moses West* the elder, *William Fuller*, *Joseph Beldon* the elder, *Joseph Beldon* the younger, Son of the said *Joseph Beldon* the elder, *Jeremiah Knight*, *John Knight* Brother of the said *Jeremiah Knight*, *Robert Halsey*, *Thomas Seare*, *John Gladman*, *John Pryor*, *Samuel Sage*, *Ed-*

ward Turney the younger, *Zachariah King* the younger, Son of the above-named *Zachariah King*, *John King* the elder, *John King* the younger, Son of the ſaid *John King* the elder, *Francis King* the elder, *Thomas Bunn*, *John Puttnam* the younger, *Jonathan King* the younger, *Joſeph Gould*, *John Bunn* the younger, Son of *John Bunn* the elder, *William Bunn*, *William Smith* the elder, *Edmund Neale*, and *John Budd*, of the other Part; after reciting, (among other Things) that all the Truſtees nominated or appointed by the ſaid laſt in Part recited Indenture, were either dead or departed out of the ſaid Pariſh of *Hemelhempſted* and *Bovingdon* aforeſaid, except only the ſaid *John Crawley*, *William Marſton*, *John Sowthen*, *William Young*, *Samuel Turner*, *Joſeph Turner*, *Nathaniel Naſh* the elder, *Eliſha Deacon*, *Zachariah King* the elder, and *Richard Shakemaple*, ſo that the ſaid *John Crawley*, *William Marſton*, *John Southen*, *William Young*, *Samuel Turner*, *Joſeph Turner*, *Nathaniel Naſh* the elder, *Eliſha Deacon*, *Zachariah King* the elder, and *Richard Shakemaple*, ſtood ſeized of the ſaid Meadow and Premiſes in their Demeſnes as of Fee by Right of Survivorſhip, purſuant to the ſaid Truſt in Manner and Form aforeſaid; it is witneſſed, that they the ſaid *John Crawley*, *William Marſton*, *John Sowthen*, *William Young*, *Samuel Turner*, *Joſeph Turner*, *Nathaniel Naſh* the elder, *Eliſha Deacon*, *Zachariah King* the elder, and *Richard Shakemaple*, did grant, bargain, ſell, releaſe, and confirm unto the ſaid *George Lewis*, *Richard Salter* the elder, *Richard Salter* the younger, *John Salter*, *Thomas Salter*, and other, the Releaſees therein named, and to their Heirs and Aſſigns, all the ſaid Meadow or Moor, and the Liberty of fiſhing of the River or Water therein, and all the Rents, Profits, Privileges, Commodities, Dues, and Advantages thereof, or thereunto belonging, ariſing, or in anywiſe appertaining, to hold the ſame, with the Appurtenances, to the Uſe and Behoof as well of the ſaid *John Crawley*, *William Marſton*, *John Sowthen*, *William Young*, *Samuel Turner*, *Joſeph Turner*, *Nathaniel Naſh* the elder, *Eliſha Deacon*, *Zachariah King* the elder, and *Richard Shakemaple*, and their Heirs, as of the ſaid *George Lewis*, *Richard Salter* the elder, *Richard Salter* the younger, and of all other the Truſtees laſt-before named, and their Heirs, and of all other Perſon or Perſons whatſoever, by what Name or Names ſoever they be called or known, which then dwelt and inhabited within *Hemelhempſted* or *Bovingdon* aforeſaid, and of all and every their Heirs by equal Portions thereof, in common, ſo long as they, or every, or each of them, or their Heirs, ſhould dwell and inhabit within *Hemelhempſted* or *Bovingdon* aforeſaid; and if they, or any of them, or the Heirs of them, ſhould depart, remove, and not dwell there, then to the Uſe of ſuch other Perſon or Perſons, and their Heirs, for ſuch Portion or Portions of him or them ſo departing, removing, and not dwelling there, in common with the Reſt then inhabiting there, as ſucceſſively ſhould in their Places and Steads, ſo departing and removing, then dwell and inhabit within the ſaid Town or Hamlet, ſo long as ſuch Perſon or Perſons, and their Heirs, ſhould ſo dwell and inhabit in their Places and Steads aforeſaid, and ſo from Time to Time after every departing and removing to dwell in the ſaid Town or Hamlet; then to the Uſe of ſuch other Perſon and Perſons, and their Heirs, in common with the Reſt then inhabiting there, as ſucceſſively from Time to Time ſhould in their Places and Steads ſo departing and removing at all and every Time thereafter, ſo dwell and inhabit within the Town or Hamlet aforeſaid, and to no other Uſes, Intents, or Purpoſes,

Purpoſes, nor in any other Manner or Form than was before expreſſed, mentioned, and declared; and in the ſaid Indenture of Releaſe now in Recital is contained ſuch and the like Covenants, Proviſoes, or Agreements for making Bye Laws and felling Timber, and converting of the Woods and Underwoods, and appointing new Truſtees, as are contained in the ſaid ſeveral herein-before recited Indentures of Feoffment: And whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the Twenty-fifth and Twenty-ſixth Days of *November* One thouſand ſeven hundred and fifty-ſeven, and expreſſed to be made between the ſaid *John Puddephatt*, *John Crawley*, and *John Puttnam*, of the one Part; and *Windmilles Crompton*, *Clerke Willſhaw*, *Richard Birch*, *Hugh Smith*, *William Ginger*, *Thomas Knowlton* the elder, *Eliſha Deacon*, *William Smith*, *Jacob Glover*, *John Newman*, *Joſeph Newman*, *John Hawkins*, *Michael Lee*, *Joſeph Camfield*, *John Puddephatt* the younger, *Richard Walker*, *John Crawley*, *John Turner*, *Shadrach Godwin* the elder, *Shadrach Godwin* the younger, *Jeremiah Puddephatt* the elder, *William Arnott*, *Thomas Coſier*, *Thomas Squire*, *Thomas Kellam*, *William Tiverton*, *William Bedford*, *Joſeph Collett*, *John Harding*, *Thomas Glover*, *John Wardall*, *Nicholas Cole*, *John Bedford*, *John Bryant*, *John Orchard*, *John Field* the elder, *Iſaac Field*, *William Puddefoote*, *Ephraim Love*, *William Cater*, *Iſaac Field*, *Daniel Avis*, *Francis Warren*, *Robert Perry*, *Henry Moore*, *Bennett Puddephatt*, *Jeremiah Puddephatt* the younger, *Matthew Brickland*, *William Trott*, *Thomas Knowlton* the younger, *William Weedon*, *John Turffery*, *Richard Warren*, *John Field* the younger, *Edward Hughes*, *Thomas Whitely*, *Samuel Lawrence*, *John Lovell*, *John Smith*, *Francis King* the elder, *Richard Clarke*, *George Bunn*, *Joſeph Dell*, *John Auſtin*, *William Gleniſter* the younger, *Thomas Smith* (youngeſt Son of *John Smith*), *Francis King* the younger, *John Batcheldor*, *Edward Ivory*, and *John Brooks* the younger, of the other Part; after reciting (among other Things) that all the ſaid Truſtees nominated and appointed by the ſaid recited Indenture of Releaſe, were either dead or departed out of the ſaid Pariſh of *Hemelhempſted* and Hamlet of *Bovingdon* aforeſaid, except only the ſaid *John Puddephatt* the elder, *John Crawley*, and *John Puttnam*, ſo that they the ſaid *John Puddephatt* the elder, *John Crawley*, and *John Puttnam* were and ſtood ſeized of the ſaid Meadow or Moor and Premiſes in their Demeſne, as of Fee by Right of Survivorſhip, purſuant to the ſaid Truſt in Manner and Form aforeſaid; it is witneſſed that the ſaid *John Puddephatt* the elder, *John Crawley*, and *John Puttnam*, in purſuance and in Part of the Performance of the ſaid Truſt, did grant, bargain, ſell, releaſe, and confirm unto the ſaid *Windmills Crompton*, *Clerke Willſhaw*, *Richard Birch*, *Hugh Smith*, *William Ginger*, *Thomas Knowlton* the elder, *Eliſha Deacon*, and other the Releaſees therein named, and to their Heirs and Aſſigns, all that the ſaid Meadow lying in the Pariſh of *Hemelhempſted* aforeſaid, formerly called or known by the Name or Names of *Caſtle Mead*, *Haywards Mead*, *Bayley Mead*, *Haybourn Mead*, *The Common Mead*, otherwiſe *Two Waters Moore*, and then all of them called *Box Moore*, together with the Liberty of fiſhing in the Water that runneth in and through the ſaid Meadows, and all Profits, Commodities, and Advantages thereunto belonging or in anywiſe appertaining; to hold the ſame with the Appurtenances to the Uſe and Behoof as well of the ſaid *John Puddephatt* the elder, *John Crawley*, and *John Puttnam*, and their Heirs, as of the ſaid *Windmills Crompton*, *Clerke Willſhaw*, *Richard*

Birch, *Hugh Smith*, *William Ginger*, *Thomas Knowlton* the elder, *Eliſha Deacon*, and of all other the Truſtees laſt therein-before named, and their Heirs, and of all other Perſon or Perſons whatſoever, by what Name or Names ſoever they be called or known, which then dwelt and were Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, and of all and every of their Heirs, by equal Portions thereof, in common, ſo long as they or each of them, or their Heirs, ſhould dwell and be Inhabitants of *Hemelhempſted* or *Bovingdon* aforeſaid; and if they or any of them, or the Heirs of them, ſhould depart, remove, or not dwell there, then to the Uſe of ſuch other Perſon or Perſons, and their Heirs, for ſuch Portion or Portions of him or them ſo departing, removing, and not dwelling there, in common with the Reſt then inhabiting there, as ſucceſſively ſhould in their Places and Steads ſo departing and removing then dwell and be Inhabitants of *Hemelhempſted* and *Bovingdon*, ſo long as ſuch Perſon or Perſons, and their Heirs, ſhould ſo dwell and be Inhabitants in their Places and Steads aforeſaid, and ſo from Time to Time after every departing or removing to dwell in *Hemelhempſted* and *Bovingdon*; then to the Uſe of ſuch other Perſon or Perſons, and their Heirs, in common with the Reſt then inhabiting there as ſucceſſively from Time to Time ſhould in their Places and Steads ſo departing and removing at all and every Time thereafter ſo dwell and inhabit within *Hemelhempſted* and *Bovingdon* aforeſaid, and to none other Uſes, Intents or Purpoſes, nor in any other Manner or Form than was before expreſſed, mentioned, and declared; and in the ſaid Indenture of Releaſe now in recital is contained ſuch and the like Covenants, Proviſo, or Agreements for making Bye Laws, and for felling and converting of the Woods and Underwoods, and appointing new Truſtees as are contained in the ſaid ſeveral herein-before recited Indentures of Feoffment and Releaſe reſpecvely: And whereas by Indenture of Feoffment bearing Date on or about the Twentieth Day of *April* One thouſand ſeven hundred and eighty-ſeven, and exprſſed to be made between the ſaid *Eliſha Deacon* the elder, *Joſeph Newman*, *Shadrach Godwin* the elder, *Thomas Kellam*, *William Tiverton*, *Henry Moore*, *Jeremiah Puddephatt*, *Matthew Brickland*, *Thomas Knowlton*, and *John Field*, of the one Part; and *Thomas Hudſon*, *William Ginger*, *Thomas Squire*, *Samuel Squire*, *Thomas Collett*, *William Collett*, *Thomas Warren*, *Francis Warren*, *John Birdſey*, *William Roberts*, *John Tompſon*, *Georg Tompſon*, *John Glover*, *John Gliham*, *WilliamBrazier*, *Thomas Furnivale* the elder, *Robert John Hodgſon*, *George Hudſon*, *John Newman*, *Thomas Furnivall* the younger, *Joſeph Hagger*, *Thomas Lines*, *William Weedon*, *James Field*, *Benjamin Preedy*, *John Crawley* the younger, *Shadrach Godwin* the younger, *Edward Harding*, *John Camfield*, *Joſeph Camfield*, *John Cotton*, *William Jennings*, *Eliſha Deacon* the younger, *Edward Holmes*, *Samuel Collett*, *George Holloway*, *James Holloway*, *John Jennings*, *Thomas Trott*, *Iſaac Field*, *Samuel Redding*, *William Mills*, *David Nicholls*, *William Johnſon*, *William Bedford*, *Francis Bolton*, *William Bolton*, *William Darley*, *Thomas Hudſon*, *John Batcheldor*, *John Hight*, *Joſeph Hight* (Son of the ſaid *John Hight*), *Edward Suffolk*, *Joſeph Suffolk*, (Son of the ſaid *Edward Suffolk*), *Daniel Blacknell* ſenior, and *John Blacknell*, of the other Part; they the ſaid *Eliſha Deacon* the elder, *Joſeph Newman*, *John Crawley*, *Shadrach Godwin* the elder, *Thomas Kellam*, *William Tiverton*, *Henry Moore*, *Jeremiah Puddephatt*, *Matthew Brickland*, *Thomas Knowlton*, *John Field*, and *Samuel Lawrence*, did grant, bargain, ſell, enfeoff,

enfeoff, and confirm unto the ſaid *Thomas Hudſon*, *William Ginger*, *Thomas Squire*, *Samuel Squire*, *Thomas Collett*, *William Collett*, *Thomas Warren*, *Francis Warren*, and all the other Feoffees therein named, and to their Heirs and Aſſigns, all that the ſaid Meadow lying in the Pariſh of *Hemelhempſted* aforeſaid, formerly called or known by the Name or Names of *Caſtle Mead*, *Haywards Mead*, *Bailey Mead*, *Harbourne Mead*, *The Common Mead*, otherwiſe *Two Waters Moore*, and then all of them called *Box Moore*, together with the Liberty of fiſhing in the Water that runneth in and through the ſaid Meadows, and all Profits, Commodities, and Advantages thereunto belonging or in anywiſe appertaining; to hold the ſame with the Appurtenances to the Uſe and Behoof as well of the ſaid *Eliſha Deacon* the elder, *Joſeph Newman*, *John Crawley* the elder, *Shadrach Godwin* the elder, *Thomas Kellam*, *William Tiverton*, *Henry Moore*, *Jeremiah Puddephatt*, *Matthew Brickland*, *Thomas Knowlton*, *John Field*, and *Samuel Lawrence*, as of the ſaid *Thomas Hudſon*, *William Ginger*, *Thomas Squire*, *Samuel Squire*, *Thomas Collett*, *William Collett*, *Thomas Warren*, *Francis Warren*, and of all other the Truſtees laſt therein-before named, and their Heirs; upon the Truſts nevertheleſs, and to and for the ſeveral Ends, Intents, and Purpoſes therein-after expreſſed or declared, of or concerning the ſame; (that is to ſay) in Truſt and for the mutual Benefit of them the ſaid *Eliſha Deacon* the elder, *Joſeph Newman*, *John Crawley* the elder, *Shadrach Godwin* the elder, *Thomas Kellam*, *William Tiverton*, *Henry Moore*, *Jeremiah Puddephatt*, *Matthew Brickland*, *Thomas Knowlton*, *John Field*, *Samuel Lawrence*, and all other the Feoffees therein-before named, and all other Perſon and Perſons whomſoever, by what Name or Names ſoever they be called or known, which then dwelt and were Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, and their reſpective Heirs, by equal Portions thereof in common, ſo long as they or every or each of them, or their Heirs, ſhould dwell and be Inhabitants of *Hemelhempſted* or *Bovingdon* aforeſaid; and if they or any of them, or the Heirs of them, ſhould depart, remove, and not dwell there, then in Truſt for ſuch other Perſon or Perſons, and their reſpective Heirs, for ſuch Portion or Portions of him or them ſo departing, removing, and not dwelling there, in common with the Reſt then inhabiting there, as ſucceſſively ſhould in their Places and Steads ſo departing and removing, then dwell and be Inhabitants of *Hemelhempſted* and *Bovingdon*, ſo long as ſuch Perſon or Perſons and their Heirs ſhould ſo dwell and be Inhabitants in their Places and Steads aforeſaid, and ſo from Time to Time after every departing or removing to dwell in *Hemelhempſted* and *Bovingdon*; then in Truſt for ſuch other Perſon or Perſons and their reſpective Heirs in common with the Reſt then inhabiting there as ſucceſſively from Time to Time ſhould in their Places and Steads ſo departing and removing at all and every Time thereafter ſo dwell and inhabit within *Hemelhempſted* and *Bovingdon* aforeſaid, and to and upon no other Truſts, Intents, or Purpoſes, nor in any other Manner or Form than is therein before expreſſed, mentioned and declared: And it was thereby covenanted, declared, and agreed, that as well the ſaid *Thomas Hudſon*, *William Ginger*, *Thomas Squire*, *Samuel Squire*, *Thomas Collett*, *William Collett*, *Thomas Warren*, *Francis Warren*, and all other the therein-before named Truſtees and Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, as alſo their reſpective Heirs and Aſſigns which at any Time thereafter for ever ſucceſſively ſhould and ought to have and enjoy the ſaid Meadow or Moor and Premiſes thereby

granted and enſeoffed, or intended ſo to be, in Manner and Form aforeſaid, ſhould and would, ſo long as they and every of them be Inhabitants and Dwellers there, maintain and keep, obſerve, perform and fulfil all ſuch and ſo many Orders and Bye Laws as then were or ſhould be made at any Time for ever, by Twelve of the chief Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, as ſhould be appointed a Committee by a Majority of the Truſtees, concerning the uſing, enjoying, and poſſeſſing of the ſaid Meadow and Fiſhing, to the beſt Commodity and Benefit of all and every the ſaid Inhabitants, their Heirs and Aſſigns, being Inhabitants there, as alſo for the felling, cutting down, and converting of the Woods, Underwoods, Buſhes, Furzes, Trees, and other Things then growing or being, or which ſhould grow or be in or upon the ſaid Premiſes, to be employed, converted and uſed to the beſt Commodity and Benefit of the ſaid Truſtees and Inhabitants there for the Time being, their reſpective Heirs and Aſſigns; and it was thereby provided and agreed upon between all the ſaid Parties thereto, that whenſoever Twenty, Thirty or Forty of the ſaid Truſtees ſhould depart this natural Life, then at all Times after (if it be thought needful) upon reaſonable Requeſt on that Behalf to be made to the then ſurviving Truſtees or the major Part of them, the ſurviving Truſtees or the major Part of them ſhould make, or cauſe to be made, a new Feoffment or Conveyance to as many the like Number of the Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, to be elected Truſtees by the then Bailiff of *Hemelhempſted* for the Time being, and the greater Part of the Inhabitants of *Hemelhempſted* and *Bovingdon*, and to, for, and upon the like Uſes, Truſts, Ends, Intents and Purpoſes as in thoſe Preſents are declared, and with the like Covenants, Grants, Articles, and Agreements therein to be contained as in thoſe Preſents were contained, and not otherwiſe: And whereas by Indenture bearing Date on or about the Firſt Day of *June* One thouſand ſeven hundred and ninety-ſeven, and made between the ſaid *Eliſha Deacon* the elder, *Thomas Kellam*, *Jeremiah Puddephatt*, *Matthew Brickland*, *John Field*, *Thomas Squire*, *Samuel Squire*, *Thomas Collett*, *William Collett*, *Thomas Warren*, *Francis Warren*, *John Birdſey*, *William Roberts*, *John Thompſon*, *George Thompſon*, *John Glover*, *John Gilham*, *William Braſhier*, *John Newman*, *Thomas Furnival*, *Thomas Lines*, *William Weedon*, *John Crawley*, *Edward Harding*, *Joſeph Camfield*, *John Cotton*, *William Jennings*, *Eliſha Deacon* the younger, *Samuel Collett*, *George Holloway*, *James Holloway*, *John Jennings*, *Iſaac Field*, *Samuel Reading*, *William Mills*, *David Nicholls*, *William Johnſon*, *William Bedford*, *Francis Bolton*, *William Bolton*, *Thomas Hudſon*, *John Batcheldor*, *John Hight*, *Joſeph Hight*, *Edward Suffolk*, and *Joſeph Suffolk*, who were all the ſurviving Feoffees and joint Tenants of the Land and Hereditaments compriſed in the ſaid laſt recited Indentures of Feoffment, and hereinafter mentioned, of the one Part; and *John Impey* of the other Part; they the ſaid ſurviving Feoffees did thereby covenant with the ſaid *John Impey* that they would levy a Fine *Sur cognizance de droit come ceo, et cetera*, of the ſaid Meadow and Hereditaments comprized in the ſaid recited Indentures, with the Appurtenances; and it was thereby declared, that the ſaid Fine, when levied, ſhould enure to the Uſe and Behoof of the ſaid ſurviving Feoffees, their Heirs and Aſſigns for ever, upon the Truſts nevertheleſs expreſſed and declared, of and concerning the ſaid Hereditaments and Premiſes in and by the ſaid laſt recited Indenture of Feoffment: And whereas a Fine was afterwards

wards duly levied of the ſaid Land and Hereditaments, purſuant to the Covenant in that Behalf contained in the ſaid laſt-recited Indenture: And whereas by a Deed Poll or Inſtrument in Writing, bearing Date the Fourteenth Day of *September* One thouſand ſeven hundred and ninety-nine, under the Hands and Seals of *Thomas Squire*, *Samuel Collett*, *William Jennings*, *William Collett*, *Harry Grover*, *John Batcheldor*, *Charles Howe*, *Thomas Collett*, *Francis Warren*, *Joſeph Hight*, *William Roberts*, and *Thomas Godwin*, reciting that the Inhabitants at large of the Pariſh of *Hemelhempſted* and Hamlet of *Bovingdon* were the excluſive Owners of a certain Parcel of open Paſture Ground, called *Box Moor*, in the Pariſh of *Hemelhempſted*; and that at a Meeting of the Feoffees and Truſtees of *Box Moor* aforeſaid, and of the Inhabitants of the Pariſh of *Hemelhempſted* and Hamlet of *Bovingdon*, it was propoſed and reſolved, that a Committee of Seven of the Truſtees and Inhabitants aforeſaid ſhould be appointed to treat with the Company of Proprietors of the Grand Junction Canal for the Land on *Box Moor*, through which the ſaid Canal was intended to paſs, and for other Damages to be done to the ſaid Moor on the Occaſion, and to inſpect and ſuperviſe the Works to be carried on at the Canal on the ſaid Moor, and to ſecure to the ſaid Pariſh and Hamlet, and the Inhabitants thereof, all proper and requiſite Advantages and Benefits, and otherwiſe to tranſact all Matters for the Benefit of the ſaid Moor and Inhabitants, to the ſame Extent as the Truſtees of the ſaid Moor or Inhabitants aforeſaid could do; and it was agreed, that the ſaid *Thomas Squire*, *William Jennings*, and *Samuel Collett*, Mr. *David Nicholls*, and the ſaid *Harry Grover*, *John Batcheldor*, and *Charles Howe*, be the Committee appointed for the above Purpoſe; and that any Three of them ſhould be competent to act in any of the Matters to which the ſaid Committee was thereby appointed, Notice being firſt given to all the ſaid Committee; and reciting, that the Company of Proprietors of the ſaid Grand Junction Canal, incorporated by an Act of Parliament paſſed in the Thirty-third Year of the Reign of His preſent Majeſty, intituled, *An Act for making and maintaining a navigable Canal from the* Oxford *Canal Navigation at* Braunſton, *in the County of* Northampton, *to join the River* Thames *at or near* Brentford, *in the County of* Middleſex; *and alſo certain collateral Cuts from the ſaid intended Canal*; having, in purſuance of the Powers and Directions contained in the ſaid Act, cut, made, and formed their ſaid Canal, with the towing or hauling Path through and along the ſaid Parcel of Paſture Ground, called *Box Moor*, did ſome Time ſince contract and agree with the Truſtees of the ſaid Moor, not only for the Purchaſe of ſo much thereof as they the ſaid Company had cut and taken for the Purpoſe of making and forming the ſaid Canal and Towing Path through the ſame, but alſo for the Purchaſe of divers Pieces or Parcels of the ſaid Moor, which had been cut off, out, and ſeparated from the Reſt of the ſaid Moor, and which ſaid ſeparated Pieces of Land were thereafter more particularly deſcribed at the following Prices, *videlicet*, at the Price of Forty-five Pounds *per* Acre for the ſeparated Piece of Land thereafter deſcribed, to contain Six Acres, Three Roods, and Thirty-five Perches, and deſcribed in a Plan thereto annexed under the Figure Two; and for the Price of Thirty-two Pounds an Acre for all the other Land and ſeparated Parcels of Land agreed to be purchaſed by the Company; and reciting, that at a Meeting of the Truſtees of *Box Moor* and Inhabitants of *Hemelhempſted* and *Bovingdon*, convened by public Notice on

the Fourteenth Day of *September* One thouſand ſeven hundred and ninety-ſeven, it was, upon a Repreſentation that Mr. *David Nicholls*, One of the Committee appointed at the ſaid former Meeting, had removed from the Pariſh of *Hemelhempſted* aforeſaid, and ceaſed to become an Inhabitant thereof, reſolved, that the ſaid *William Collett* be appointed One of the Committee in the Room of the ſaid *David Nicholls*, and the ſaid *William Collett*, with the other Six Perſons thereſofore nominated, ſhould thenceforth compoſe the Committee for the Purpoſe for which it was appointed, or on any other Occaſion to be thereafter reſolved upon, with the ſame Powers and Authorities with which the former Committee were inveſted; and that the Seven Perſons compoſing the Committee of Truſtees ſhould be fully empowered to execute any requiſite Conveyance of the Land cut, taken, or uſed by the ſaid Company of Proprietors for the Purpoſe of the ſaid Canal, on their receiving the Purchaſe Money according to the Rate or Price agreed upon for the ſame, and that the ſaid Committee ſhould be alſo empowered to receive the Purchaſe Money for ſuch Land, and to give an effectual Diſcharge to the ſaid Company of Proprietors for the ſame; and reciting, that at a ſubſequent Meeting of the Truſtees of *Box Moor*, and the Inhabitants of *Hemelhempſted* and *Bovingdon*, convened by public Notice on the Fourteenth Day of *February* One thouſand ſeven hundred and ninety-eight, in purſuance of a Clauſe in the ſaid recited Truſt Deed of the Twentieth Day of *April* One thouſand ſeven hundred and eighty-ſeven, providing that the Truſtees of the ſaid Moor, and Inhabitants of the ſaid Pariſh and Hamlet, ſhould obſerve ſuch Bye-laws as ſhould be made by Twelve of the Inhabitants of the ſaid Pariſh and Hamlet, to be appointed a Committee by a Majority of the Truſtees concerning the uſing, enjoying, and poſſeſſing the ſaid Moor, it was propoſed and agreed, that Five others of the chief Inhabitants of the ſaid Pariſh and Hamlet, *videlicet*, the ſaid *Thomas Collett*, *William Roberts*, *Francis Warren*, *Thomas Godwin*, and *Joſeph Hight*, ſhould be added to the former Committee appointed to manage the Concern of the Wharf on *Box Moor*, that the Number might be increaſed to Twelve Perſons, forming ſuch Committee, in conformity with the Number expreſſed in the above-mentioned Clauſe in the ſaid Deed of Truſt, but that the Proceedings of the ſaid former Committee ſhould ſtand confirmed; and reciting, that the ſeveral Pieces or Parcels of Land or Ground ſo cut and taken from *Box Moor* for making the ſaid Canal and Towing Path, and ſeparated by the ſaid Canal from the Reſt of the ſaid Moor, contain Twenty-five Acres One Rood and Eight Perches, and at the aforeſaid Prices agreed to be paid for the ſame the Purchaſe Money amounted to Nine hundred Pounds Three Shillings and Ten-pence; it is witneſſed, that the ſaid *Thomas Squire*, *William Jennings*, *Samuel Collett*, *William Collett*, *Harry Grover*, *John Batcheldor*, *Charles Howe*, *Thomas Collett*, *Francis Warren*, *Joſeph Hight*, *William Roberts*, and *Thomas Godwin*, the Twelve Truſtees of the ſaid Moor, in Conſideration of Nine hundred Pounds Three Shillings and Ten-pence, to them paid by the Company of Proprietors of the ſaid Grand Junction Canal, did, for themſelves and the Reſt of the Owners and Perſons intereſted in the ſaid Moor, according to the Power and Authority given to them as aforeſaid, grant and releaſe to the ſaid Company divers Pieces or Parcels of Land or Ground therein more particularly deſcribed, then lately Part of the aforeſaid Parcel of open Pasture Ground commonly called as aforeſaid

by

by the Name of *Box Moor*, in the Parish of *Hemelhempsted* and County of *Hertford* aforesaid, and comprized in the Second Schedule to this Act annexed, to hold the same (except as therein is excepted) unto the said Company for ever, according to the true Intent and Meaning of the Act of Parliament passed for making and maintaining the said Grand Junction Canal: And whereas at a Meeting of the Committee of *Box Moor* and Inhabitants of *Hemelhempsted* and *Bovingdon*, held on the Ninth Day of *August* One thousand eight hundred and four, it was agreed between *Roger Greatrake* of *Two Waters* in the Parish of *Hemelhempsted* aforesaid, for and on Behalf of *Henry Fourdrinier* and *Sealy Fourdrinier* of the City of *London*, Wholesale Stationers, and by the Trustees of *Box Moor* and Inhabitants, then assembled, on Behalf of the Parishioners of the said Parish and Hamlet as far as they had Power, that the said *Henry Fourdrinier* and *Sealy Fourdrinier* should be allowed to take and build upon the Piece of Ground adjoining to the Front of the Mill at *Two Waters* in the Parish of *Hemelhempsted*, between the Tail Water of the Mill and the Road between the Two Brick Bridges there, as then staked out, they the said *Henry Fourdrinier* and *Sealy Fourdrinier* paying to the Committee on Behalf of the said Parishioners the Sum of Twenty Pounds, and allowing free Access at any Time to any Workmen or others employed by the said Parishioners to repair the Bridges near to the said Piece of Ground, and the said *Henry Fourdrinier* and *Sealy Fourdrinier*, their Heirs and Assigns putting and keeping in Repair a Foot Bridge over the Spring of Water running into the Tail Water of the Mill near adjoining to the aforesaid Piece of Ground: And whereas at a Meeting of the Trustees of *Box Moor* and Inhabitants of *Hemelhempsted* and *Bovingdon*, convened by public Notice, holden on the Eleventh Day of *September* One thousand eight hundred and six, for the Purpose of taking into Consideration a Proposal made by the said *Henry Fourdrinier* and *Sealy Fourdrinier* to purchase and enclose a small Piece of Ground belonging to the said Moor, between the House and the Mill there, in the Occupation of the said *Henry Fourdrinier* and *Sealy Fourdrinier*, and the Brick Bridge leading over the Road opposite, it was agreed by the Inhabitants then assembled, that the said *Henry Fourdrinier* and *Sealy Fourdrinier* be permitted to enclose the Piece of Ground as proposed by them, containing in Length about Two hundred and eighty Feet, and in Breadth in Part Thirteen Feet, and in other Part Forty Feet, more or less, they paying to the Committee on Behalf of the said Inhabitants the Sum of Twenty Pounds, as a Consideration for the Consent and Permission given them to enclose the said Piece of Ground; and they also making a good and sound Path, from the Foot of the Bridge running on the South Side of their Garden, and leading into the High Road to *Berkhempsted*: And whereas the said *Henry Fourdrinier* and *Sealy Fourdrinier* duly paid the said Two several Sums of Twenty Pounds and Twenty Pounds as the Price and Consideration for the said Two Pieces of Ground, without having any Conveyance of the same, and have since enclosed the said Parcels of Ground, and erected valuable Buildings thereon, resting their Title on the good Faith of the Inhabitants of the said Parish and Hamlet: And whereas the Meadows and Lands comprized in the said recited Trust, Indentures, and Fine, not sold to the said Company of Proprietors of the Grand Junction Canal and the said *Henry Fourdrinier* and *Sealy Fourdrinier* as aforesaid, now form one large Tract of open Pasture, called *Box Moor*, and contain in the Whole One hundred and fifty-

nine Acres, and Two Roods, or thereabouts, and are more particularly deſcribed in the Firſt Schedule to this Act annexed: And whereas by Reaſon of the Limitation of the Uſes expreſſed and ſet forth in the ſaid ſeveral recited Truſts, Indentures of Releaſe, and Feoffment, great Doubts have been entertained as to what Portion of the legal Fee of the Hereditaments and Premiſes therein comprized is now veſted in the Truſtees of the ſame Indentures, and great Inconveniences have alſo ariſen from the Number of ſuch Truſtees; and great Doubts have alſo been entertained, whether the ſaid recited Conveyance by the ſaid Committee of Twelve Perſons, Part only of the Feoffees or Truſtees of the ſaid Land to the ſaid Company of Proprietors of the ſaid Grand Junction Canal, can be conſidered valid and effectual: And whereas the Monies ariſing from the Sale of the ſaid Land ſo conveyed to the ſaid Company of Proprietors of the Grand Junction Canal as aforeſaid, as alſo certain Shares in the ſaid Canal, for which the Inhabitants of the ſaid Pariſh and Hamlet were admitted Subſcribers in the Concern of the ſaid Company, in Right of the Land cut through on the ſaid Moor, for the making the ſaid Canal, as alſo the Monies received from the ſaid *Henry Fourdrinier* and *Sealy Fourdrinier* for the Premiſes ſo agreed to be ſold to them as aforeſaid, have been applied in erecting and conſtructing a Wharf on the ſaid Moor with all neceſſary Conveniences thereto, and the Rents and Profits of ſuch Wharf (except the preſent Balance in Hand) have been applied as to Three Fourth Parts, the Share of the ſaid Pariſh of *Hemelhempſted*, as agreed upon between the ſaid Pariſh and Hamlet, in forming a complete Houſe of Induſtry of the Workhouſe belonging to the ſame Pariſh, and in repairing and improving the ſame from Time to Time, which has tended much to the better Management and Regulation of the Poor reſident there, and the remaining One Fourth Part of ſuch Rents and Profits, the Share of the ſaid Hamlet of *Bovingdon*, agreed upon as aforeſaid, hath been applied in the Relief of the Poor, and in Aid of the Poor Rates of the ſaid Hamlet, which Application of the ſaid Monies, and the Rents and Profits of the ſaid Wharf, has been aſſumed as the beſt that could be adopted, there being no legal Authority exiſting for the Application thereof by virtue of the ſaid Truſt Deeds, or otherwiſe: And whereas various Treſpaſſes and Incroachments have from Time to Time been made on the ſaid Moor by Perſons who are not Inhabitants of either the ſaid Pariſh or Hamlet, by turning their Cattle thereon at Times and in a Manner that cannot eaſily be prevented, by others taking from it the Soil to the Depth of ſeveral Inches, by others conſtructing Cottages and Buildings thereon, and laſtly by the Converſion of different Parts of it by many Perſons (Reſidents as well as Strangers) to the Purpoſes of depoſiting Timber, Aſhes, digging Saw Pits, and other Purpoſes of a like or ſimilar Nature: And whereas the Powers veſted in the Truſtees under the ſaid recited Truſt Indentures have been found totally inadequate to prevent ſuch Incroachments, and to appropriate the ſaid Moor to the beſt Uſe and Advantage of the Inhabitants of the ſaid Pariſh and Hamlet, purſuant to the Truſts of the ſame Indentures: And whereas at ſeveral Meetings of the Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, lately held at the Court Room in *Hemelhempſted* aforeſaid, and convened by public Notice, for the Purpoſe of taking into Conſideration the State and Condition of the ſaid Moor, and the Propriety of applying to Parliament in regard thereof; it was at ſuch Meetings reſolved

ſolved and agreed upon by the Majority of the Inhabitants then preſent, that Application ſhould be forthwith made to Parliament for an Act for the ſeveral Purpoſes herein-after mentioned, (namely) for veſting ſuch Part of the ſaid Moor and Hereditaments comprized in the ſaid ſeveral recited Indentures and Fine as remain unſold to the ſaid Company of Proprietors of the Grand Junction Canal, and to the ſaid *Henry Fourdrinier* and *Sealy Fourdrinier* as aforeſaid, together with the Wharf, Cottages, and Buildings thereon, in Truſtees, for the beſt Uſe and Advantage of the Inhabitants of *Hemelhempſted* and *Bovingdon*, purſuant to the Truſts of the ſame Indentures; and alſo for ratifying and confirming unto the ſaid Company of Proprietors of the Grand Junction Canal the ſaid Deed Poll of the Fourteenth Day of *September* One thouſand ſeven hundred and ninety-nine, and the Land thereby conveyed unto them as aforeſaid; and alſo for veſting in the ſaid *Henry Fourdrinier* and *Sealy Fourdrinier* the ſaid Parcels of Ground ſo agreed to be ſold to them as aforeſaid; and alſo for rendering legal and valid the Application of the Monies ariſing from the Sale of the ſaid Land and Canal Shares, and of the Application of the nett yearly Proceeds ariſing from the ſaid Wharf, and of the ſaid Monies ſo received from the ſaid *Henry Fourdrinier* and *Sealy Fourdrinier* as aforeſaid; alſo for empowering the Truſtees for the Time being to grant Leaſes of the Cottages and other Buildings already built on the ſaid Moor (except the ſaid Wharf) to the Perſons occupying the ſame, for any Term or Number of Years, not exceeding Forty Years, at an Annual Rent (according to the Quantity of the Land taken from the Moor for the Purpoſe of erecting ſuch Cottages or Buildings, at the Rate of One Shilling a Pole Square, with the uſual Covenants, Clauſes, and Reſtrictions inſerted in Leaſes of a like or ſimilar Nature, and to grant Leaſes of the ſaid Wharf with its Appurtenances from Time to Time, for any Term or Number of Years not exceeding Twenty-one Years, at the beſt improved Rent and on the Terms hereafter expreſſed; and for empowering the Truſtees for the Time being to make Bye Laws, Orders, and Regulations in regard to the ſaid Moor, and declaring that a Majority of ſuch Truſtees ſhould be competent for that Purpoſe; and alſo for empowering the Truſtees for the Time being to apply the preſent Balance of the ſaid Truſt Funds, and the future yearly Rents and Profits ariſing from the ſaid Wharf and Premiſes, as the ſame ſhall accrue, in the Payment of the Expences of the Act, and other incidental Expences thereto; and then in draining or otherwiſe improving the ſaid Moor for the beſt Uſe and Advantage of the Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, purſuant to the Truſts of the ſaid recited Truſt Indentures, and to pay and ſatisfy any Charges or Expences to be incurred in reſpect of any of ſuch Bye Laws, Orders, and Regulations, and alſo to apply the Surplus (if any) in ſuch Manner as the Inhabitants of the ſaid Pariſh and Hamlet, or a Majority of them (being Houſeholders), at a Meeting to be convened by the Truſtees for the Time being, for which due Notice ſhall be given, ſhall direct for the general Uſe and Advantage of the Inhabitants of the ſaid Pariſh and Hamlet; and alſo for empowering the Truſtees for the Time being, to raiſe Monies by Way of Mortgage on the Wharf, for defraying the Expences of the Act, and any other incidental Expences that may occur in regard thereto; and alſo for the Appointment of new Truſtees when any of the Truſtees ſhall die or remove from the ſaid Pariſh or Hamlet, or ſhall become incapable of acting, or ſhall be deſirous of being diſcharged from the Truſts: And

whereas

whereas it would be of great Benefit and Advantage to the Inhabitants of the ſaid Pariſh and Hamlet, if the ſeveral Purpoſes aforeſaid were carried into Execution, but the ſame cannot be effected without the Aid and Authority of Parliament; wherefore Your Majeſty's moſt dutiful and loyal Subjects, *Chriſtopher Thomas Tower* Eſquire, *Joſeph Hamilton* Doctor of Divinity, *John White* Eſquire, *James Cato*, *Joſeph Field*, *John Jennings*, *William Jennings* of *Bennett's End*, and *Thomas Auſtin* Yeoman, on Behalf of themſelves and of the ſeveral Inhabitants of the ſaid Pariſh of *Hemelhempſted* and Hamlet of *Bovingdon* do moſt humbly beſeech Your Majeſty, that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That from and immediately after the paſſing of this Act all and ſingular ſuch and ſo many and ſuch Part and Parts of the ſaid Meadows, Lands, and Hereditaments comprized in the ſaid ſeveral recited Truſt Indentures of Leaſe and Releaſe, Feoffment and Fine, and now called or known by the Name of *Box Moor*, ſituate and being in the Pariſh of *Hemelhempſted* in the ſaid County of *Hertford*, and as now remain unſold or undiſpoſed of to the ſaid Company of Proprietors of the Grand Junction Canal, and the ſaid *Henry Fourdrinier* and *Sealy Fourdrinier* as aforeſaid; and alſo the ſaid Wharf, Cottages, and other Buildings erected and built thereon, and more particularly mentioned and deſcribed in the ſaid Firſt Schedule to this Act annexed, with their reſpective Rights, Members, and Appurtenances; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, and Profits thereof reſpectively, ſhall ſtand, remain, and be veſted in *Chriſtopher Thomas Tower* Eſquire, *George Holloway*, *Harry Grover*, *Thomas Godwin*, *Francis Warren*, *William Collett*, *Thomas Collett*, *William Roberts*, *William Johnſon*, *Joſeph Hight*, *John Jennings*, and *Ephraim Ware*, Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, their Heirs and Aſſigns for ever, to the Uſe of them, their Heirs, and Aſſigns for ever, for the beſt Uſe and Advantage of the Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, in Manner mentioned in the ſaid ſeveral recited Indentures of Releaſe and Feoffment, and upon the Truſts, and to and for the Intents and Purpoſes herein-after expreſſed and declared, of and concerning the ſame.

Box Moor veſted in Truſtees.

Confirming Indenture of 14th September 1799, and Conveyance in conſequence thereof.

II. And be it further enacted, That the ſaid herein-before recited Deed Poll of the Fourteenth Day of *September* One thouſand ſeven hundred and ninety-nine, and the Conveyance thereby made of the ſaid Lands and Hereditaments therein compriſed, unto the ſaid Company of Proprietors of the ſaid Grand Junction Canal, and their Succeſſors as aforeſaid, (and which Land and Hereditaments are more particularly mentioned and deſcribed in the Second Schedule to this Act annexed), ſhall be, and the ſame are hereby declared to be as good, valid, and effectual, to all Intents and Purpoſes whatſoever, as if all and every the Perſon and Perſons intereſted in the Truſts of the ſaid ſeveral recited Indentures of Releaſe and Feoffments had been made Parties to, and duly executed the ſame Deed Poll of the Fourteenth Day of *September* One thouſand ſeven hundred and ninety-nine.

Veſting certain Pieces of Land in Meſſrs. Fourdrinier.

III. And be it further enacted, That the ſaid Two Parcels of Ground incloſed by the ſaid *Henry Fourdrinier* and *Sealy Fourdrinier* as aforeſaid, with

with the ſeveral Buildings thereon erected, (and which are more particularly mentioned and deſcribed in the Third Schedule to this Act annexed) ſhall be, and the ſame are hereby declared to be veſted in the ſaid *Henry Fourdrinier* and *Sealy Fourdrinier*, their Heirs and Aſſigns, as fully and effectually, to all Intents and Purpoſes whatſoever, as if all and every the Perſon and Perſons intereſted in the Truſts of the ſaid ſeveral recited Indentures, had by good and ſufficient Conveyances and Aſſurances in the Law duly conveyed and aſſured unto them all their Eſtate, Right, and Intereſt in and to the ſame Hereditaments and Premiſes.

Confirming the Application of Money received from the Grand Junction Canal Company.

IV. And whereas the ſeveral Sums of Money ariſing from the Sale of the ſaid Lands and Hereditaments ſo conveyed to the ſaid Company of Proprietors of the ſaid Grand Junction Canal, and of the ſaid ſeveral Shares in the ſaid Canal, and alſo the ſaid Sums ſo paid by the ſaid *Henry Fourdrinier* and *Sealy Fourdrinier*, for the Purchaſe of the ſaid Pieces of Ground as aforeſaid; and alſo the ſeveral Sums of Money received from Time to Time, from the nett yearly Proceeds ariſing from the ſaid Wharf, have been appropriated for the Uſe and Advantage of the Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, in Manner herein-before mentioned; be it therefore enacted, That ſuch Appropriation of ſuch ſeveral Sums of Money ſhall be, and the ſame is hereby declared to be as good, valid, and effectual, to all Intents and Purpoſes whatſoever, as if all and every the Perſons intereſted in the Truſts of the ſaid ſeveral recited Truſt Indentures of Releaſe and Feoffment had themſelves ordered and directed the Application thereof.

Veſting Effects, &c. accruing in reſpect of the Moor and Wharf in the Truſtees.

V. And be it further enacted, That the Property of all and ſingular the Money, Implements, Materials, Goods, Chattels, and Effects, Matters, and Things whatſoever, already belonging, due, or owing to or in reſpect of the ſaid Moor, Wharf, and Premiſes, or which ſhall from henceforth ariſe from or be purchaſed, contributed, or provided, for the Purpoſes thereof, ſhall, from and immediately after the paſſing of this Act be veſted in the ſaid *Chriſtopher Thomas Tower*, *George Holloway*, *Harry Grover*, *Thomas Godwin*, *Francis Warren*, *William Collett*, *Thomas Collett*, *William Roberts*, *William Johnſon*, *Joſeph Hight*, *John Jennings*, and *Ephraim Ware*, their Executors, Adminiſtrators, and Aſſigns, for the Uſe and Advantage of the Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, and upon the Truſts and for the Purpoſes herein-after mentioned; and they the ſaid Truſtees are hereby authorized and empowered to cauſe any Action or Actions to be brought, and any Bill or Bills of Indictment to be preferred againſt any Perſon or Perſons who ſhall ſteal, take away, break, ſpoil, damage, or injure any Money, Implements, Materials, Goods, Chattels, Effects, Matters, or Things whatſoever, or any of them, or any Part or Parts thereof; and in all ſuch Actions and Bills of Indictment reſpectively, it ſhall be and be deemed and taken to be ſufficient to ſtate generally that the Money, Implements, Materials, Goods, Chattels, Effects, Matters, or Things, or any of them, or any Part or Parts thereof, for which ſuch Action or Actions, or Bill or Bills of Indictment ſhall be preferred, is or are the Property of the Truſtees

tees for the Time being of *Box Moor*, without particularly mentioning or ſpecifying the Names of any of the ſaid Truſtees.

Actions may be commenced or defended in the Name of one of the Truſtees.

VI. And be it further enacted, That all Actions and Suits to be commenced and proſecuted by or on Behalf of the Truſtees of the ſaid Moor for the Time being, againſt any Perſon or Perſons whomſoever, or Body or Bodies Politic or Corporate, ſhall or may be lawfully commenced or inſtituted, and proſecuted in the Name of any one of the ſaid Truſtees for the Time being, as the nominal Plaintiff, for or on Behalf of the Inhabitants of *Hemelhempſted* and *Bovingdon* aforeſaid, in regard to the ſaid Moor; and all Actions and Suits to be commenced and inſtituted againſt the Truſtees of the ſaid Moor, for the Time being, ſhall and may be commenced, inſtituted, and proſecuted againſt any one of the ſaid Truſtees for the Time being, as a nominal Defendant, for or on Account of any Matter or Thing relating to or concerning the ſaid Moor; and the Death, Reſignation, or Removal, or other Act of any ſuch Truſtees for the Time being, ſhall not abate any ſuch Action, Suit, or Proſecution; and that every Truſtee or Truſtees who ſhall be named as Plaintiff or Plaintiffs, Defendant or Defendants, in any ſuch Action, Suit, or Proſecution, ſhall be indemnified out of the Monies ariſing from the ſaid Truſt Premiſes from all Coſts, Charges, and Expences, which he or they may be put to or ſuſtain on Account of any ſuch Action, Suit, or Proſecution.

Survivors and Heirs and Aſſigns of Truſtees to continue ſeized of the Moor, &c.

VII. And be it further enacted, That the ſaid Truſtees hereby nominated and appointed as aforeſaid, and the Survivors and Survivor of them, and the Heirs, Executors, and Adminiſtrators of ſuch Survivor reſpectively, and the Aſſigns of ſuch Truſtees, or of the Survivors or Survivor of them reſpectively, ſhall ſtand and be ſeized and poſſeſſed of and intereſted in the ſaid Moor, Wharf, Hereditaments, and Premiſes, and alſo of and in all and ſingular the Money, Implements, Materials, Goods, Chattels, and Effects, Matters, and Things whatſoever, which are or may become veſted in them in conſequence of this Act and every Part thereof reſpectively, in Truſt for and for the beſt Uſe and Advantage of the Inhabitants of the ſaid Pariſh of *Hemelhempſted* and Hamlet of *Bovingdon* aforeſaid, and ſubject to the Rules, Orders, Bye Laws, and Regulations hereafter to be made with reſpect to the ſaid Moor, Wharf, Hereditaments, and Premiſes, and the ſaid Goods and Chattels, or any Part thereof reſpectively, by the major Part of the Truſtees thereof for the Time being, (ſuch Majority not being leſs than Seven in Number) preſent at any Meeting, to be holden at the Veſtry Room in *Hemelhempſted* aforeſaid; and which Rules, Orders, Bye Laws, and Regulations, the major Part of the Truſtees for the Time being, at ſuch Meeting (not being leſs than Seven as aforeſaid) are hereby empowered and authorized to make, and due Notice of all ſuch Rules, Orders, Bye Laws, and Regulations, ſhall be given in the Churches of *Hemelhempſted* and *Bovingdon* aforeſaid, and in ſuch other Place or Places as the ſaid Truſtees ſhall deem right and proper on the Two *Sundays* immediately preceding their taking Effect.

VIII. And

Applying the Rents and Profits of the Moor, &c.

VIII. And be it further enacted, That it shall and may be lawful to and for the said Trustees so hereby nominated and appointed as aforesaid, and the Survivors and Survivor of them, and the Heirs, Executors, and Administrators of such Survivor respectively, and the Assigns of such Trustees, or of the Survivors or Survivor of them respectively, and they and he are and is hereby authorized and empowered to apply and dispose of all such Sum or Sums of Money as is or are now in hand, which has or have arisen from or in respect of the said Moor, Wharf, and Premises, and ostensibly belonging to the said Parish and Hamlet; and also all future Rents, Issues, and Profits of the said Moor, Wharf, Hereditaments, and Premises hereby vested in Trust as aforesaid, as the same shall arise and become due, in Payment in the first Place of all Costs, Charges, and Expences attending the obtaining and passing this Act, or in anywise incidental thereto, and then in Payment of all Costs, Charges, and Expences attending the draining or otherwise improving, using, enjoying, and possessing the said Moor, for the best Use and Advantage of the Inhabitants of *Hemelhempsted* and *Bovingdon* aforesaid; and from and after such Payments shall be fully made and discharged as aforesaid, then to apply and dispose of the Residue and Surplus (if any) of the said Rents, Issues, and Profits in such Manner and Form as to Three-fourth Parts thereof, the Share agreed upon as aforesaid, belonging to the said Parish of *Hemelhempsted* as the Inhabitants of *Hemelhempsted* aforesaid, being Householders, or a Majority of them at any Meeting, to be held at the Vestry Room at *Hemelhempsted* aforesaid, shall direct, for the Use and Advantage of the Inhabitants of the same Parish; and as to the remaining One-fourth Part thereof, the Share agreed upon as aforesaid, belonging to the said Hamlet of *Bovingdon*, as the Inhabitants of *Bovingdon* aforesaid, being Householders, or a Majority of them, at any Meeting to be held at the Vestry Room at *Bovingdon*, shall direct, for the Use and Advantage of the Inhabitants of the said Hamlet, and of which Meetings due Notice shall be given by the said Trustees in the Churches or Places herein-before mentioned, on the Two *Sundays* immediately preceding such Meetings respectively.

Empowering the Trustees to lease Part of the Moor.

IX. And be it further enacted, That it shall and may be lawful to and for the said Trustees so hereby nominated and appointed as aforesaid, and the Survivors and Survivor of them, and the Heirs of such Survivor respectively, and the Assigns of such Trustees, or of the Survivors or Survivor of them, from Time to Time, by Indenture or Indentures under their or his Hands and Seals, or Hand and Seal, to demise or lease all or any of the said Cottages and other Buildings, with the Appurtenances (except the said Wharf) more particularly mentioned and described in the said First Schedule to this Act annexed, unto the several Persons now occupying the same, their Executors and Administrators; and in case of his, her, or their Refusal or Neglect to accept and take such Lease or Leases, then unto any other Person or Persons whomsoever, for any Term or Number of Years not exceeding Forty Years, at an annual Rent (according and in Proportion to the Quantity of Land taken from the said Moor, for the Purpose of erecting such Cottages or Buildings, with the Appurtenances) at the Rate of One Shilling for every Pole Square of such Land so taken; and also in like Manner to demise and lease the said

Wharf

Wharf from Time to Time to any Perſon or Perſons who ſhall be willing to accept the ſame, for any Term or Number of Years not exceeding Twenty-one Years, at the beſt and moſt improved Rent, and without Fine, but ſo nevertheleſs that nothing herein contained ſhall annul, make void, or impeach any Leaſe, Agreement, or Contract, under which the ſaid Wharf may now be held or enjoyed, and ſo as all ſuch Leaſes be in Poſſeſſion and not in Reverſion, and be not made diſpuniſhable for Waſte by any expreſs Words therein, and ſo as in ſuch Leaſes there be reſerved a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved or on Breach of Covenant, and ſo as a Clauſe and Covenant be inſerted in the Leaſes of the ſaid Cottages, that the Tenants thereof do not let, aſſign, or make over the ſame or any Part thereof to any other Perſon or Perſons for the Whole or any Part of their Term therein reſpectively, without the Conſent in Writing under the Hands and Seals or the Hand and Seal of the Truſtees or Truſtee of the ſaid Premiſes for the Time being, or ſuch Majority of them as aforeſaid, and ſo as the Leſſee or Leſſees ſeal and deliver Counterparts thereof.

For raiſing Money to defray the Expences of the Act.

X. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Truſtees ſo hereby nominated and appointed as aforeſaid, and the Survivors and Survivor of them, and the Heirs of ſuch Survivor reſpectively, and the Aſſigns of ſuch Truſtees, or of the Survivor or Survivors of them reſpectively, and they and he are and is hereby authorized and empowered from Time to Time, and at any Time or Times, by any Deed or Deeds, Inſtrument or Inſtruments in Writing, to be by them or him ſealed and delivered in the Preſence of and atteſted by Two or more credible Witneſſes, to ſubject and charge by way of Mortgage the ſaid Wharf, with the Appurtenances, with the Payment of any ſuch Sum or Sums of Money, not exceeding at any one Time One hundred Pounds in the Whole, as ſhall be neceſſary for the defraying the Coſts, Charges, and Expences attending the obtaining and paſſing of this Act, or in anywiſe incidental thereto, or for defraying any neceſſary Charges or Expences which may be incurred by the Truſtees for the Time being in the Proſecution of their Truſt, with lawful Intereſt for the ſame from the Time when ſuch Charge or Charges ſhall be reſpectively made, and which Charge or Charges ſhall be made to or in favour of the Perſon or Perſons advancing ſuch Sum or Sums of Money as aforeſaid, ſubject to ſuch Leaſe, or Agreement for a Leaſe, as may be then ſubſiſting on the ſame Premiſes.

Truſtees may incloſe a Part of the Moor.

XI. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Truſtees ſo hereby nominated and appointed as aforeſaid, or a Majority of them, not being leſs than Seven in Number, and the Survivors and Survivor of them, and the Heirs, Executors, and Adminiſtrators of ſuch Survivor reſpectively, and the Aſſigns of ſuch Truſtees, or of the Survivors or Survivor of them reſpectively, and they and he are and is hereby authorized and empowered to incloſe any Part or Parts of the ſaid Moor as are incapable of being drained or improved for the Purpoſes of Paſture, not exceeding in Quantity in the Whole Forty Acres (the Parts and Proportions ſo to be incloſed to be ſelected by the ſaid Truſtees) for the Purpoſe of being converted into Oſier Beds, or for any other Purpoſe

that may be deemed expedient, and from Time to Time, if thought advisable, by Indenture or Indentures under their or his Hands and Seals or Hand and Seal, to demise or lease all or any Part of the said Lands so to be inclosed, either together or in Parcels, to any Person or Persons who shall be willing to accept the same, for any Term or Number of Years not exceeding Forty Years, at the best and most improved yearly Rent or Rents, and without Fine; and so as all such Leases be in Possession and not in Reversion, and be not dispunishable for Waste by any express Words therein; and so as in such Leases there be reserved a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved, and so as the Lessee or Lessees shall seal and deliver Counterparts thereof.

For stinting the Moor.

XII. And be it further enacted, That it shall and may be lawful to and for the said Trustees so hereby nominated and appointed as aforesaid, or such Majority of them as aforesaid, and the Survivors and Survivor of them, and the Heirs of such Survivor respectively, and the Assigns of such Trustees, or of the Survivors or Survivor of them, to regulate and stint the Quantity of Cattle to be turned on such Parts of the said Moor as shall be left remaining for Pasture, by each Inhabitant at the Time of passing this Act, being a Householder of the said Parish or Hamlet of a whole Tenement, in respect of such Tenement, and the Description of the Cattle to be so turned on, and at what particular Periods and Seasons, and so from Time to Time by future Inhabitants occupying such Tenements.

Right of Pasture may be transferred.

XIII. And be it further enacted, That it shall and may be lawful for every Person and Persons having a Right of Pasture over the said Moor, not incapacitated by any legal Disability, to transfer such Right from Time to Time to any other Person or Persons, being such Inhabitant Householder of the said Parish or Hamlet, but not further or otherwise.

Trustees not to sell or lease Premises comprised in first Schedule.

XIV. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend so as to authorize or empower the Trustees or Trustee for the Time being of this Act, to make sale, lease, inclose, or otherwise dispose of the said Hereditaments and Premises comprized in the said First Schedule, and hereby vested in Trust as aforesaid, or any Part thereof, other than and except as hereinbefore mentioned and provided for.

For electing new Trustees.

XV. And be it further enacted, That if any of the said Trustees hereby nominated and appointed as aforesaid, or any future Trustee or Trustees who shall succeed to them, or any of them, or shall be appointed in the Place or Stead of them, or any of them, as herein-after is mentioned, shall die; or shall remove out of the said Parish of *Hemelhempsted* and Hamlet of *Bovingdon*, for the Purpose of residing elsewhere, or shall refuse or decline, or become incapable to act in the said Trusts; then and in every such Case it shall and may be lawful to and for a Majority of the Inhabitants of the said Parish and Hamlet (being Householders) at any Meeting convened for that Purpose, to

be holden at the Veſtry in *Hemelhempſted* aforeſaid, of which Meeting due Notice ſhall be given by the Truſtees for the Time being, in the Churches of *Hemelhempſted* and *Bovingdon* aforeſaid, or at ſuch other Place or Places as they ſhall deem right and proper, on the Two *Sundays* immediately preceding ſuch Meeting; to ſubſtitute and appoint any Perſon or Perſons (being a principal Inhabitant or principal Inhabitants of the ſame Pariſh or Hamlet) to be a Truſtee or Truſtees in the Stead or Place of the Truſtee or Truſtees ſo dying or removing, or deſiring to be diſcharged, or refuſing, declining, or becoming incapable to act as aforeſaid; and that when and ſo often as any new Truſtee or Truſtees ſhall be appointed as aforeſaid, all and every the ſaid Truſt Eſtates, Effects, and Premiſes, which ſhall be then veſted in the Truſtee or Truſtees ſo dying or removing as aforeſaid, or deſirous of being diſcharged, or refuſing, declining, or becoming incapable to act as aforeſaid, ſhall thereupon, with all convenient Speed, be conveyed, aſſigned, transferred, and made, in ſuch Sort and Manner, and ſo that the ſame Eſtates, Effects, and Premiſes ſhall and may be legally and effectually veſted in the ſurviving or continuing Truſtee or Truſtees thereof, and ſuch new or other Truſtee or Truſtees jointly, or if there ſhall be no continuing Truſtee or Truſtees, then in ſuch new Truſtee or Truſtees only upon the ſame Truſts, and for the ſame Intents and Purpoſes as are herein-before declared of and concerning the ſame Eſtates, Effects, and Premiſes, or ſuch of them as ſhall or may be then ſubſiſting or capable of taking Effect; and that every ſuch new Truſtee and Truſtees ſhall and may in all Things act in the Management, carrying on, and Execution of the Truſts of this Act, as fully and effectually, and with all the ſame Powers and Authorities, to all Intents and Purpoſes whatſoever, as if he or they had been originally by this Act nominated a Truſtee or Truſtees for the Purpoſes aforeſaid.

Truſtees not to be anſwerable for each other.

XVI. Provided always, and be it further enacted, That none of the preſent or future Truſtees of this Act ſhall be anſwerable or accountable for the other or others of them, or for involuntary Loſſes; and that by and out of any Money which ſhall come to their or his Hand or Hands, by virtue of any of the aforeſaid Truſts, it ſhall be lawful for them and him to retain to and reimburſe themſelves and himſelf reſpectively all the neceſſary Coſts, Charges, and Expences, which they or he may reſpectively incur or ſuſtain in carrying the Truſts of this preſent Act into Execution, and not herein provided for.

Saving the Powers of Grand Junction Canal Company.

XVII. Provided always, and be it further enacted, That nothing herein contained ſhall extend or be conſtrued to extend to abridge, alter, or take away the Powers already veſted in the Company of Proprietors of the Grand Junction Canal under and by virtue of the Acts of Parliament paſſed for making and maintaining the ſaid Canal.

General Saving.

XVIII. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (other than and except the ſeveral Truſtees of the ſaid recited Indentures, and the ſeveral Inhabitants of the ſaid Pariſh of *Hemelhempſted* and Hamlet of *Bovingdon*, their Heirs, Succeſſors, Executors, and

Administrators respectively, so far only as their respective Estates and Interests are affected or intended to be affected by this Act) all such Estate, Right, Title, and Interest in, to, or out of the Premises, or any Part thereof, as they, every, or any of them had or enjoyed before the passing of this Act, or would or ought to have had or enjoyed in case this Act had not been made.

Act to be printed by the King's Printer.

XIX. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof so printed shall be admitted as Evidence thereof by all Judges, Justices, and others.

The

The First SCHEDULE to which the foregoing Act refers.

Descriptions.	Quantities.	Occupiers.
	A. R. P.	
A Tract of Open Pasture Land lying by the Side of the Turnpike Road leading from Two Waters in the Parish of Hemel Hempsted to Berkhamsted in the County of Hertford - - - -	159 2 0	The Inhabitants of the Parish of Hemel Hempsted, and Hamlet of Bovingdon within mentioned
A Wharf and Buildings erected and made on Part of the said Tract of Pasture lying by the Side of the Road leading from Two Waters to Hemel Hempsted - - -	—	William Howard.
Twenty-six Cottages or Tenements erected upon various Parts of the aforesaid Tract of Pasture Land - -	—	Thomas Harding Senior, Thomas Harding Junior, Joseph Honour, Thomas Ewer, William Saunders, Thomas Child, Charles Tomlin, John Tomlin, John Young, Plaistowe Field, Rebecca Deacon, Widow, Henry Cole, James Foster, William Billington, Richard Bates, Richard Barnett, Samuel Smith, Thomas Brown, Joseph Harris, John Bates, Joseph Lea, Francis Axtell, Francis Wakeman, John Shepherd, William Dover, John Brickland.
A Messuage or Tenement lately erected by the said Company of Proprietors of the Grand Junction Canal, for and used as a Lock House at the Upper End of the said Moor and contiguous to the said Canal, with a Garden attached to the same - - -	—	William Berry as Tenant or Servant to the said Company.

The

The Second SCHEDULE to which the foregoing Act refers.

Descriptions.	Quantities.	Occupiers.
	A. R. P.	
A Piece or Parcel of Land now covered with Water, being cut out and taken by the Company of Proprietors of the Grand Junction Canal from the said Tract of open Pasture Land called Box Moor within mentioned, forming Part of the said Canal, and running in a Line through the said Moor from North to South, with the Towing Path adjoining, and Back Drain and Embankments of the said Canal there.	11 0 11	The Company of Proprietors of the Grand Junction Canal.
A Messuage or Tenement erected by the said Company of Proprietors of the Grand Junction Canal for the Purpose of and used as a Lock House upon the said Canal, the same being contiguous to the said Canal passing through the said Moor; with a Garden attached to the said Messuage.	—	John Beales as Tenant or Servant to the said Company.
Six several Parcels of Land intersected by the Line of the said Canal at various Parts of the said Moor.	14 0 37	Ebenezer John Collett Esquire, and John White Esquire.

The Third SCHEDULE to which the foregoing Act refers.

Descriptions.	Quantities. A. R. P.	Occupiers.
Two Parcels of Land lying near the Bridge over the Old River between Hemel Hempsted and Two Waters, and abutting on the Mill and Back Water of the same, in the Occupation of Messrs. Henry and Sealy Fourdrinier, with the Buildings erected thereon.	0 1 32	Henry Fourdrinier and Sealy Fourdrinier.

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