ANNO TRICESIMO QUINTO

Georgii III. Regis.

CAP. VIII.

An Act for authorizing the Company of Proprietors of the *Grand Junction Canal* to vary the Courſe of a certain Part of the ſaid Canal, in the County of *Hertford*, ſo as to render the Navigation thereof more ſafe and convenient; and for making ſome other Amendments and Alterations in an Act, made in the Thirty-third Year of the Reign of His preſent Majeſty, for making the ſaid Canal.

[5th *March* 1795.]

WHEREAS by an Act of Parliament, made in the Thirty-third Year of His preſent Majeſty's Reign, certain Perſons therein named, and their Succeſſors, are incorporated by the Stile of *The Company of Proprietors of the Grand Junction Canal*, with Power to make and maintain 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*, in ſuch Line as is deſcribed and ſet forth in and by certain Maps or Plans and Books of Reference therein mentioned, or directed to be depoſited at the Offices of the Clerks of the Peace for the ſeveral Counties of *Northampton*, *Buckingham*, *Bedford*, *Hertford*, and *Middleſex*, and conſiderable Progreſs hath already been made

Preamble recites Act 33 *Geo.* III. Cap. 80.

made in the ſaid Canal, and the ſeveral Works authorized to be made and done by the ſaid Company of Proprietors, at a very conſiderable Expence: And whereas, if the ſaid Company of Proprietors were allowed to deviate from the Line of a certain Part of the Canal, within the ſaid County of *Hertford*, the high Ground in the Pariſh of *Abbot's Langley* might be avoided, and a Tunnel rendered unneceſſary, which would be a great Improvement to the Navigation; but, by virtue of a Clauſe in the ſaid Act, the ſaid Company of Proprietors are reſtrained from making ſuch Improvement, without the Conſent of the Owners of the Lands through which the Deviation might be made: And whereas it is proper that the ſaid Clauſe, ſo far as reſpects ſuch Deviation as aforeſaid, ſhould be repealed, and that ſome other Amendments ſhould be made in the ſaid Act: May it therefore pleaſe Your Majeſty that it may be enacted; and be it enacted by the King's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,

Certain Reſtrictions from deviating more than 100 Yards from Line of Canal repealed.

That ſo much of the ſaid recited Act as reſtrains the ſaid Company of Proprietors from making a Deviation in the Line of the ſaid Canal of more than One hundred Yards, without the Conſent of the Owner of the Land where ſuch Deviation ſhall be made, ſhall, from and after the paſſing of this Act, ſo far only as relates to the Lands within the Pariſhes of *Abbot's Langley*, *King's Langley*, *Watford*, and *Rickmanſworth*, in the ſaid County of *Hertford*, be repealed; and that it ſhall and may be lawful for the ſaid Company of Proprietors, and they are hereby authorized and empowered to deviate from the Line deſcribed and ſet forth as aforeſaid, within the ſaid Pariſhes of *Abbot's Langley*, *King's Langley*, *Watford*, and *Rickmanſworth*, in the ſaid County, and to make the ſaid Canal through ſuch Part of the ſaid Pariſhes, in ſuch Line as is deſcribed in a Map or Plan and Book of Reference, which have been depoſited at the Office of the Clerk of the Peace for the ſaid County of *Hertford*, in the Month of *September* One thouſand ſeven hundred and ninety-four.

Company not to deviate from the new Line, unleſs by Conſent of the Land Owners.

II. Provided always, That it ſhall not be lawful for the ſaid Company of Proprietors, upon any Account or Pretence whatſoever, to deviate from the Line deſcribed in the ſaid laſt mentioned Map or Plan and Book of Reference, within the ſaid ſeveral Pariſhes of *Abbot's Langley*, *King's Langley*, *Watford*, and *Rickmanſworth*, without the Conſent in Writing of the Owner of the Land or Ground where ſuch Deviation ſhall be made; any Thing in the ſaid Act to the contrary hereof notwithſtanding.

Reſtrictions from carrying Canal through Parks, &c. without the Conſent of Owners.

III. And whereas in making the ſaid Deviation it will be neceſſary to cut through certain Pleaſure Grounds and Parks within the ſaid ſeveral Pariſhes, which by the ſaid recited Act the ſaid Company of Proprietors are reſtrained from doing; be it therefore further enacted, That ſo much of the ſaid Act as reſtrains the ſaid Company of Proprietors from cutting through or damaging any Park, Paddock, planted Walk, or Avenue to a Houſe, or any Lawn incloſed and adjoining to a Manſion Houſe, without the Conſent of the Owners thereof, ſhall (ſo far as relates to any Park, Paddock, planted Walk, or Avenue to a Houſe, or any Lawn incloſed and adjoining to a Manſion Houſe, within the ſaid ſeveral Pariſhes of *Abbot's Langley*,

Langley, *King's Langley*, *Watford*, and *Rickmanſworth*, in the ſaid County of *Hertford*), be repealed; and that it ſhall and may be lawful for the ſaid Company of Proprietors to make the ſaid Canal, and the Towing Path on the Side thereof, and other Works neceſſary to be made for the Purpoſe of Navigation, through and over the Pleaſure Grounds and Parks of *Thomas* Earl of *Clarendon* and *William Anne* Earl of *Eſſex*, and through and over any other Lands or Grounds within the ſaid Pariſhes, and to make, erect, execute, do, and perform all ſuch Works, Matters, and Things as the ſaid Company of Proprietors ſhall find requiſite and convenient for making, completing, and maintaining the ſaid Canal, and for ſupplying the ſame with Water, and for doing and performing all ſuch other Matters and Things as ſhall be neceſſary to be done and performed for the Benefit of the ſaid Navigation thereof, according to the true Intent and Meaning of this Act: And that the ſaid recited Act, and the ſeveral Powers, Authorities, Proviſions, Matters, and Things therein contained, ſo far as the Nature and Circumſtances of the Caſe will admit, (except ſuch as are by this Act varied, altered, or repealed), ſhall be uſed and exerciſed by the ſaid Company of Proprietors for making, completing, preſerving, and maintaining, ſuch Part of the ſaid Canal as aforeſaid, and for ſupplying the ſame with Water, and alſo for making, executing, and performing all ſuch other Works, Matters, and Things, as the ſaid Company of Proprietors ſhall think neceſſary or expedient to be made and done for the Benefit of the Navigation thereof, in ſuch and the like Manner, and as fully and effectually, in all Reſpects, and to all Intents and Purpoſes, as if the ſaid ſeveral Powers, Authorities, Proviſions, Matters, and Things contained in the ſaid recited Act were repeated and re-enacted in the Body of this preſent Act, and as if ſuch Part of the ſaid Canal, and the other Works by this Act intended to be made, completed, and maintained, had been deſcribed in and by the ſaid Act as Part of the Canal and Works to be made and done by the ſaid Company of Proprietors by virtue of the ſaid Act.

All the Powers of the former Act (except ſuch as are altered or repealed) extended to the Deviation.

IV. Provided always, and be it further enacted, That ſuch and the like Rates of Tonnage and Wharfage as would have been payable to the ſaid Company of Proprietors, by virtue of the ſaid recited Act, if the Tunnel had been carried through the high Ground in the Pariſh of *Abbot's Langley*, and the Canal made in the thereby intended Line, ſhall be paid to the ſaid Company of Proprietors upon the deviated Line to be made through the ſaid Pariſhes of *Abbot's Langley*, *King's Langley*, *Watford*, and *Rickmanſworth*.

Rates of Tonnage which would have been payable on the old Line to be taken upon the new Line.

V. Provided always, and be it further enacted, That the Towing Path to be made for the Uſe of the ſaid Navigation, within the Park called *Grove Park*, and the Pleaſure Grounds and Meadows belonging to the Earl of *Clarendon*, ſhall be carried on the Eaſt Side of the ſaid Canal, and ſhall not exceed Six Feet in Breadth, without the Conſent of the ſaid Earl of *Clarendon*, his Heirs or Aſſigns; and the ſaid Company of Proprietors ſhall at all Times keep the ſaid Towing Path, and alſo the Banks of the ſaid Canal, within the ſaid Park, Pleaſure Grounds, and Meadows, free and clear from all Nuiſances and Annoyances whatſoever, and ſhall at all Times cauſe the Banks of the ſaid Canal to be kept handſomely ſloped, and in a neat State and Condition.

Directions reſpecting the Towing Path, &c. in the Earl of *Clarendon*'s Grounds.

No Buildings to be erected there without his Conſent, and the Water to be kept to a certain Height;

VI. And be it further enacted, That no Warehouſes, Toll Houſes, Watch Houſes, Sheds, Wharfs, or Quays, or any other Building, ſhall be made or erected by the ſaid Company of Proprietors in or upon the ſaid Earl of *Clarendon*'s Park, Pleaſure Grounds, or Meadows, nor ſhall any Locks, Flood Gates, or Sluices, be made or erected in or upon the ſaid Canal, in the ſaid Earl of *Clarendon*'s Park, Pleaſure Grounds, or Meadows, without the Conſent of the ſaid Earl of *Clarendon*, his Heirs or Aſſigns, in Writing, firſt had and obtained for that Purpoſe; and that the Water in the ſaid Canal ſhall always be kept on a Level, and as high as the Water in the ſaid River uſually is when at the higheſt; and that the Two Ponds in the Grove Gardens, and the Pond in the Park called *The Engine Pond*, ſhall always be kept full of Water from the ſaid Canal, (except at ſuch Times as the ſaid Earl of *Clarendon*, his Heirs or Aſſigns, ſhall order them to be drawn down for fiſhing, or any other Uſe): Provided always, that nothing in the ſaid former Act or this Act ſhall extend to empower or enable the ſaid Company of Proprietors to cut, dig, or ſtock, any Turf, Clay, Gravel, Sand, Chalk, Rubbiſh, or any other Materials for banking, or any other Uſe whatſoever, in or upon the ſaid Earl of *Clarendon*'s ſaid Park, Pleaſure Grounds, Meadows, Woodlands, or other Lands whatſoever, without the Conſent of the ſaid Earl of *Clarendon*, his Heirs or Aſſigns.

and no Materials to be got therein without his Conſent.

Compenſation to be made to the Earl of *Clarendon* for Damages, &c.:

VII. And be it further enacted, That after the ſaid Canal through the ſaid Park, Pleaſure Grounds, and Meadows, and the Bridges to be erected and built over the ſame, and other Works, ſhall be completed, the ſaid Company of Proprietors ſhall make full Compenſation, from Time to Time, and at all Times for ever, to the ſaid Earl of *Clarendon*, his Heirs or Aſſigns, for all Loſs or Damage which ſhall at any Time or Times be done or occaſioned by Reaſon or Means of the ſaid Canal and Navigation to the ſaid Grove Mill, or to the ſaid Grove Houſe, or the Stable Yards thereto belonging, through the not having the uſual Supplies of Water from the ſaid Engine, owing to the ſaid Canal and Navigation; and that after the Bridges to be built ſhall have been erected, and the Works belonging to the ſaid Navigation ſhall have been completed within the ſaid Park, Pleaſure Grounds, and Meadows of the ſaid Earl of *Clarendon*, the ſaid Bridges, and alſo the Roads over the ſame, and all the ſaid Works belonging to the ſaid Navigation, ſhall from thenceforth, from Time to Time and at all Times, be amended, maintained, and kept in good Repair by and at the Expence of the ſaid Company of Proprietors.

His Right of Fiſhery reſerved.

VIII. And be it further enacted, That the Right of Fiſhery in the ſaid Canal, through the Lands and Premiſes of the ſaid Earl of *Clarendon*, ſhall belong to the ſaid Earl of *Clarendon*, his Heirs and Aſſigns.

Boats not to ſtop in his Grounds but for certain Purpoſes.

IX. And be it further enacted, That if the Perſon having the Conduct of any Boat, Barge, or other Veſſel navigating upon the ſaid Canal, ſhall, upon any Account or Pretence, (except any Accident happens) ſtop and remain with ſuch Boat, Barge, or Veſſel, in any Part of the ſaid Canal, within the ſaid Park or Meadows of the ſaid Earl of *Clarendon*, unleſs for the Purpoſe only of landing or taking on Board Paſſengers going to or coming from *Grove Houſe* or *Grove Mill*, or any Goods or other Things to be carried or conveyed to or from *Grove Houſe* or *Grove Mill*, every ſuch Perſon

ſhall, for every ſuch Offence, forfeit and pay the Sum of Five Pounds to the ſaid Earl of *Clarendon*, his Heirs or Aſſigns, to be recovered by Action of Debt in any of His Majeſty's Courts of Record at *Weſtminſter*.

Company to pay the Expence of making up any Deficiency of Water occaſioned to *Langley Bury* Engine, &c.

X. And be it further enacted, That in caſe the ſaid Company of Proprietors ſhall, during the Time any Works ſhall be carrying on relative to the ſaid Navigation as aforeſaid, divert or turn the Courſe of the Water of the River *Gade*, ſo as to prevent the Engine which ſupplies a Houſe called *Langley Bury*, and alſo certain Grounds belonging to Sir *John Filmer* Baronet, and now in the Occupation of Sir *Beaumont Hotham* and the Earl of *Clarendon*, within the ſaid Pariſh of *Abbot's Langley*, with Water, from working, then the ſaid Company of Proprietors ſhall pay to the ſaid Sir *Beaumont Hotham* and the Earl of *Clarendon* reſpectively, or the Occupiers of the ſaid Houſe and Grounds reſpectively for the Time being, all ſuch Expences as they ſhall reſpectively incur in procuring Water for ſupplying the ſaid Houſe and Lands reſpectively, during the Time the ſaid Engine ſhall be prevented from working as aforeſaid; and that the ſaid Company of Proprietors ſhall not, at any Time after the ſaid Works ſhall be completed, do any Damage or Injury to the ſaid Engine, by diverting or turning the Courſe of the Water which now ſupplies the ſame, or otherwiſe, whereby the ſame ſhall or may be prevented or hindered from working and ſupplying the ſaid Houſe and Grounds with Water, in as ample Manner as the ſame now does: Provided always, that in caſe the ſaid Engine ſhall at any Time, by the ſaid Company of Proprietors, or by their Agents or Workmen, be unavoidably damaged or injured, ſuch Damage or Injury ſhall be borne and paid by the ſaid Company of Proprietors; or if the Water which ſupplies the ſaid Houſe and Grounds, or any Part thereof, ſhall be unavoidably diverted from the ſame by Means of the ſaid Navigation, then the ſaid Company of Proprietors ſhall, at their own Coſts and Expences, until the ſaid Engine ſhall be reſtored by any effectual Ways and Means, ſupply the ſaid Houſe and Grounds with Water, as fully and ſufficiently as the ſame have heretofore been uſually ſupplied by the ſaid Engine; and that the ſaid Company of Proprietors, in making the ſaid Navigation over the Pipes or Aqueducts which convey the Water from the ſaid Engine to the ſaid Houſe and Grounds, ſhall uſe effectual Means to prevent any Injury or Deſtruction to the ſaid Pipes or Aqueducts; and in caſe any Injury ſhall inevitably be done thereto, then they ſhall from Time to Time, upon Notice being given to them, or to their Clerk or principal Agent, for that Purpoſe, at their own Charges and Expences, cauſe the ſaid Pipes or Aqueducts to be well and ſufficiently repaired or amended, within Seven Days after the Delivery of ſuch Notice, ſo far as ſuch Pipes or Aqueducts ſhall or may be covered by the ſaid Navigation, or the Towing Path, or any of the Works thereof.

Further Directions reſpecting *Langley Bury* Engine.

XI. And, in order more effectually to ſecure to the ſaid Sir *John Filmer*, and the preſent and future Occupiers of the ſaid Houſe called *Langley Bury*, the Uſe and Enjoyment of the ſaid Engine, be it further enacted, That the ſaid Company of Proprietors ſhall cauſe the ſaid Navigation to be ſo conſtructed in that Part thereof whereon or near to which the ſaid Engine is erected, as to paſs along the Bed of the ſaid River *Gade*, and not by any Collateral Cut through the Ground of the ſaid

ſaid Sir *John Filmer*, and ſhall cauſe the ſaid Engine, and the Works thereof, to be removed to the moſt convenient and beneficial Situation on the Side of the preſent Courſe of the ſaid River, which is next *Langley Bury Houſe*, and there to be reconſtructed in a good, ſubſtantial, and workmanlike Manner.

Recompence to be made for Injury to the Fiſheries of Sir *John Filmer* and Mr. *Marriott*.

XII. And be it further enacted, That if, in the making the ſaid Navigation, or at any Time afterwards, any Loſs or Damage ſhall happen or be done to the ſeveral Fiſheries of Sir *John Filmer*, and *Thomas Marriott* Eſquire, or either of them, in the ſaid Pariſhes of *Abbot's Langley* and *King's Langley*, then the ſaid Company of Proprietors ſhall ſatisfy, allow, and pay unto them reſpectively, or to the Perſon or Perſons who ſhall from Time to Time be reſpectively entitled to the ſaid Fiſheries reſpectively, fair and reaſonable Compenſations for all ſuch Loſs and Damage; ſuch Loſs or Damage to be aſcertained in the ſame Manner as by the ſaid recited Act any Damages occaſioned by making the ſaid Canal are directed to be aſcertained.

No Damage to be done to certain Mills.

XIII. And be it further enacted, That the ſaid Company of Proprietors ſhall ſo form or carry the ſaid Navigation as to avoid doing any Damage or Injury to the Mill of *Thomas Tovey*, in the Pariſh of *King's Langley* aforeſaid, by cauſing any Loſs of Water to the Pool or Head thereof, or otherwiſe, or to the Mill of *William Smith*, in the ſaid Pariſh of *Abbot's Langley*, by penning up the Water in the Tail thereof, or otherwiſe: And that no more of the Turf and Soil of the ſeveral Meadows of the ſaid Sir *John Filmer* and *Thomas Tovey*, in the ſaid Pariſh of *King's Langley*, ſhall be cut or removed, by virtue of the ſaid recited Act or this Act, than ſhall lie within the Line of the Canal, and the Towing Path thereto belonging, and the neceſſary Drains for Waſte Water.

No more of certain Meadows to be cut than lies in the Line of the Canal, &c.

Foot Path in *Hunton Bridge Great Maum* to be on the Towing Path.

XIV. And be it further enacted, That through the Place called *Hunton Bridge Great Maum*, the Path for Foot Paſſengers ſhall, after making ſuch Part of the ſaid Canal as ſhall be ſituate therein, be on the Towing Path of the ſaid Navigation.

Company to make Watering Places for Cattle, and ſupply the ſame and the Fiſh Ponds with Water.

XV. And be it further enacted, That the ſaid Company of Proprietors ſhall make proper and convenient Watering Places for Cattle, and ſhall for ever thereafter ſupply the ſame with Water, in all the Meadows and Fields through which the ſaid Navigation ſhall paſs, and ſhall alſo ſupply the ſeveral Fiſh Ponds therein with ſuch a ſufficient Quantity of Water as the ſame have uſually been ſupplied with before the making of the ſaid Navigation.

Boats not to ſtop in the Grounds of Lord *Eſſex* and Sir *John Filmer*, except for certain Purpoſes.

XVI. And, in order to prevent Treſpaſſes within the Park, Lands, and Grounds of the Earl of *Eſſex*, and the Lands and Grounds of Sir *John Filmer* Baronet, in the Occupation of Sir *Beaumont Hotham* Knight, through which the ſaid Deviation of the ſaid Canal is to be made; be it further enacted, That no Perſon having the Conduct of any Boat or other Veſſel navigating upon the ſaid Canal ſhall, upon any Account or Pretence, (except any Accident happens), ſtop with ſuch Boat or other Veſſel within any ſuch Park, Lands, or Grounds, for any other Purpoſe than

than the ſetting down or taking up any Paſſenger going to or coming from the Manſion Houſe of the Earl of *Eſſex*, or the Houſes of his Tenants or the Houſe of the ſaid Sir *John Filmer*, in the Pariſh of *Abbot's Langley* aforeſaid, now in the Poſſeſſion of the ſaid Sir *Beaumont Hotham*, and ſuch Goods, or other Matters or Things as are brought from, or to be ſent to any of the ſaid Houſes, or brought from or to be uſed upon any ſuch Lands or Grounds, upon Pain of forfeiting Five Pounds for every ſuch Offence; to be recovered by any Perſon who will ſue for the ſame, by Action of Debt, in any of His Majeſty's Courts of Record at *Weſtminſter*.

No Buildings to be erected in Lands of the Earl of *Eſſex*, Sir *John Filmer*, and Mr. *Tovey*.

XVII. And be it further enacted, That no Warehouſe, Watch-houſe, Shed, Wharf, or Quay, or any other Building, ſhall be made or erected in or upon the Park, Lands, and Grounds, of the ſaid Earl of *Eſſex*, or the Lands and Grounds, of the ſaid Sir *John Filmer*, in the Occupation of the ſaid Sir *Beaumont Hotham*, or the Lands and Grounds of *Thomas Tovey*, without the Conſent of the ſaid Earl of *Eſſex*, Sir *John Filmer*, and *Thomas Tovey* reſpectively, their Heirs or Aſſigns.

The Earl of *Eſſex* may alter the Line of the Canal within his Lands.

XVIII. And be it further enacted, That it ſhall be lawful for the ſaid Earl of *Eſſex*, his Heirs and Aſſigns, at any Time or Times hereafter, at his or their Will and Pleaſure, to alter or change the Line or Courſe of the ſaid intended Canal, within the ſaid Park of the ſaid Earl of *Eſſex*, and to widen or vary the ſame from Time to Time in ſuch Manner as he or they ſhall think proper, at his or their own Expence; ſo as any Injury, Loſs, or Damage to be occaſioned to the ſaid Company of Proprietors, or the Navigation of the ſaid intended Canal, by reaſon of ſuch Alteration, widening, or varying the Line thereof, be fully reimburſed or recompenſed by the ſaid Earl of *Eſſex*, his Heirs or Aſſigns, to the ſaid Company of Proprietors, ſo ſoon as ſuch Injury, Loſs, or Damage can be aſcertained.

Articles of certain Tonnage not to pass Locks in dry Seaſons, but under certain Conditions.

XIX. And, in order to prevent any material Injury to the Publick by reaſon of a Scarcity of Water in the Canal and Collateral Cuts by the ſaid recited Act authorized to be made, be it further enacted, That no Articles, the reſpective Rates of Tonnage and Wharfage whereof are by the ſaid recited Act fixed at a leſs Sum than One Penny *per* Ton *per* Mile, ſhall be permitted to paſs through any Lock already made or to be made by virtue of the ſaid recited Act, at any Time or Times when the Water ſhall not flow over the Waſte Weir above ſuch Lock, without the Conſent of the ſaid Company of Proprietors in Writing firſt had and obtained for that Purpoſe, unleſs the Perſon having the Care or Conduct of ſuch Articles ſhall pay to the ſaid Company of Proprietors ſuch additional Rates of Tonnage, for or in reſpect of ſuch Articles, as the ſaid Company of Proprietors ſhall, from Time to Time, direct to be demanded and taken; ſo that ſuch additional Rates, together with the Rates made payable upon ſuch Articles by the ſaid recited Act, do not exceed the Sum of One Penny *per* Ton *per* Mile, the ſame to be aſcertained, collected, levied, and recovered, in the like Manner, and by the like Ways and Means as the Rates of Tonnage and Wharfage granted by the ſaid recited Act are thereby authorized or directed to be aſcertained, collected, levied, and recovered; any Thing in the ſaid recited Act to the contrary thereof notwithſtanding.

Correcting a Miſtake reſpecting the appointing of Perſons for the Security of Mills.

XX. And whereas, by a Clauſe in the ſaid recited Act, Reſervoirs and other Works are directed to be made for ſupplying Water for the Uſe of the Mills on the River *Gade*, and certain other Rivers and Streams or Cuts therein mentioned, and a Perſon or Perſons to be appointed for that Purpoſe is or are empowered to let off from ſuch Reſervoirs, and to convey to any ſuch Mills ſuch Supply of Water as therein mentioned; but by Miſtake ſuch Perſon or Perſons is or are by one Part of the ſaid Clauſe mentioned to be appointed by the Owners of the ſaid Mills, although the Appointment of ſuch Perſon or Perſons is afterwards by the ſaid Clauſe expreſsly directed to be made by the Occupiers of ſuch Mills; be it therefore further enacted, That ſo much of the ſaid Clauſe as relates to the appointing of any ſuch Perſon by any of the Owners of ſuch Mills ſhall be and is hereby repealed.

XXI. And whereas the making ſuch Deviation in the Line of the ſaid Canal as aforeſaid will be a great Accommodation and Convenience to the Publick, but will be attended with a conſiderable additional Expence to the ſaid Company of Proprietors; be it therefore further enacted, That it ſhall be lawful for the ſaid Company of Proprietors, for and in Conſideration of the more conſtant, ſpeedy, and ſafe Communication propoſed by the ſaid Deviation, to aſk, demand, take, and receive, to and for their own proper Uſe and Behoof, (over and above the Rates of Tonnage and Wharfage they are entitled to receive), the additional Rate of Tonnage and Wharfage herein-after mentioned; (that is to ſay),

For all Goods, Wares, Merchandize, and Things whatſoever, which ſhall be carried or conveyed upon any Part of the Line of the ſaid Deviation of the ſaid Canal, the Sum of Two-pence *per* Ton.

Which ſaid additional Rate of Tonnage and Wharfage ſhall be paid by the Perſon having the Care or Conduct of every Boat, Barge, or other Veſſel, which ſhall paſs upon the Line of the ſaid Deviation, at ſuch Place or Places as the ſaid Company of Proprietors ſhall appoint for that Purpoſe, and ſhall and may be recovered by ſuch Ways and Means, and in ſuch Manner as the Rates of Tonnage and Wharfage granted by the ſaid recited Act are to be recovered; and to the End the Publick may know where the ſaid additional Rates are to be paid, the ſaid Company of Proprietors ſhall cauſe a Stone or Poſt to be ſet up at each End of the Line of the ſaid Deviation, denoting the Commencement of the ſaid additional Rates, and for what Diſtance they are to be paid.

Rates may be reduced.

XXII. And be it further enacted, That the General Committee of the ſaid Company of Proprietors ſhall have full Power, from Time to Time, to lower or reduce all and any Part of the ſaid additional Rate of Tonnage upon all or any of the Articles which ſhall be carried upon the ſaid Canal, and to raiſe the ſame again to ſuch Sum as they ſhall think proper, not exceeding the Sum before mentioned, as often as they ſhall deem it neceſſary for the Intereſt of the ſaid Navigation.

Reducing the Number of Members to make General Committees.

XXIII. And whereas, by the ſaid recited Act, the Powers veſted in the General Committees cannot be exerciſed unleſs Nine of the Members are preſent, which hath been found inconvenient; be it therefore further enacted, That all or any of the Powers and Authorities by the ſaid recited

cited Act veſted in or directed to be done and exerciſed by any General Committee of the ſaid Company of Proprietors, at any of their Meetings to be holden by virtue of the ſaid recited Act, may, for the future, be done and exerciſed by the major Part of the Members of ſuch Committee preſent at any of their Meetings, the whole Number preſent conſiſting of Seven or more; and that all Acts and Proceedings of ſuch major Part ſhall be as valid and effectual in the Law as if the ſame had been done and exerciſed at any Meeting of any General Committee conſiſting of Nine or more Members; any Thing in the ſaid recited Act to the contrary hereof notwithſtanding.

Company may make Wharfs and erect Warehouſes on Land by them occupied in *White Fryars*.

XXIV. And whereas the ſaid Company of Proprietors now are in the Poſſeſſion and Occupation of certain Premiſes, ſituate within the Precinct of *White Fryars*, in the City of *London*, intended for the Purpoſes of making Wharfs and building Warehouſes; be it therefore further enacted, That it ſhall be lawful for the ſaid Company of Proprietors to make and build ſuch Wharfs and Warehouſes upon the ſaid Premiſes, or any other Land or Premiſes adjoining the ſame, to be occupied by them, within the Precinct of *White Fryars* aforeſaid, as they ſhall think proper, and to let, ſet, and diſpoſe of the ſame, or any Part thereof, from Time to Time, as they may judge expedient; any Thing contained in any Act or Acts of Parliament to the contrary hereof notwithſtanding.

Reſtrictions upon carrying Coals towards *London* altered on Account of varying the Line of the Canal.

XXV. And whereas, by a Clauſe in the ſaid Act, Perſons are reſtrained from conveying Coal or Culm, or Cinders burnt from Coal or Culm, upon the Canal and the Collateral Cuts to be made by virtue of the ſaid Act, nearer to the City of *London* than the Mouth of the Tunnel intended to have been made at *Langley Bury*, in the County of *Hertford*: And whereas, in conſequence of the ſaid Deviation, no ſuch Tunnel will now be made; be it therefore further enacted, That the ſaid Clauſe ſhall be and is hereby repealed: Provided always, that no Coal or Culm, or Cinders burnt from Coal or Culm, which ſhall paſs along the ſaid Canal and Collateral Cuts, or any Part thereof, (other than ſuch as ſhall be carried or conveyed to be uſed and conſumed by the Earls of *Eſſex* and *Clarendon*, and at the Houſe at *Grove Mill* aforeſaid, and alſo at the Houſe belonging to *Grove Mill Heath Farm*, the Property of the Earl of *Eſſex*), ſhall be conveyed nearer to the City of *London* than a Stone or Poſt to be affixed, within Six Months after the paſſing of this Act, and for ever afterwards continued, by the ſaid Company of Proprietors, at the North-weſt End of *Grove Park* aforeſaid, by any Barge, Boat, or other Veſſel, on Pain of Forfeiture of every ſuch Barge, Boat, or Veſſel, and of all ſuch Coal, Culm, or Cinders, as ſhall be on board the ſame, and alſo on Pain of forfeiting the Sum of Fifty Pounds by the Owner or Owners of every ſuch Barge, Boat, or Veſſel; ſuch reſpective Forfeitures to be recovered by any Perſon who will ſue for the ſame, by Action of Debt or Trover, as the Caſe ſhall require, in any of His Majeſty's Courts of Record at *Weſtminſter*.

Expences of the Act; and Publick Act.

XXVI. And be it further enacted, That the Coſts and Charges of obtaining and paſſing this Act, and of making the Surveys, Plans, and Eſtimates incident thereto, and all other Coſts, Charges, and Expences, concerning the ſame, ſhall be borne, paid, and defrayed by the ſaid Company of Proprietors, out of any Money received or to be

be received by virtue of the ſaid recited Act: And that this Act ſhall be deemed and taken to be a Publick Act; and ſhall be judicially taken Notice of as ſuch, by all Judges, Juſtices, and other Perſons, without ſpecially pleading the ſame.

FINIS.