



ANNO TERTIO & QUARTO

VICTORIÆ REGINÆ.

Cap. cxxvi.

An Act to enable “The *Monmouthshire* Iron and Coal Company” to sue and be sued in the Name of any One of their Directors or their Secretary, and to raise Money for carrying on their Works.

[4th August 1840.]

WHEREAS a Number of Persons some Time since formed themselves into a Company or Copartnership, under the Name or Firm of “The *Monmouthshire* Iron and Coal Company,” for the Purpose of erecting and establishing Iron and Coal Works on certain Premises respectively situate at *Bedweltye* and *Abercarne* in the County of *Monmouth*, comprised in a certain Indenture or Deed of Declaration of Trust and Covenant, bearing Date the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, and made between *Roger Hopkins, Rice Hopkins,* and *Thomas Hopkins*, Civil Engineers, Architects, and Mineral Surveyors, and *William Truman Harford Phelps* Gentleman, of the First Part, and *Robert Welsh* Esquire, *Henry Marsh* Esquire, and the Reverend *William Phelps* Clerk, of the Second Part, and for the carrying on the Iron and Coal Trade: And whereas the Affairs and Concerns of the said Company have been hitherto carried on and conducted and managed under and subject to the Rules, Regulations, and Provisions contained in a certain Indenture or Deed of Settlement

[Local.]

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ment also bearing Date the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, and made between the several Persons whose Names and Seals are thereunto subscribed and affixed (except the said *Roger Hopkins, Rice Hopkins, and Thomas Hopkins, and William Truman Harford Phelps, and Robert Welsh, Henry Marsh, and the Reverend William Phelps,*) of the First Part, the said *Roger Hopkins, Rice Hopkins, Thomas Hopkins, and William Truman Harford Phelps,* of the Second Part, and the said *Robert Welsh, Henry Marsh, and William Phelps,* of the Third Part, purporting to be the Deed of Settlement of the said *Monmouthshire* Iron and Coal Company, by which said Deed of Settlement it was provided that the Capital of the said Company might consist of the Sum of Three hundred thousand Pounds, to be raised or created in and divided into Six thousand Shares of Fifty Pounds each, and no more; and it was by the said Deed of Settlement further provided, that the Board of Directors of the said Company should proceed to carry into effect the Objects and Purposes of the said Company, without delaying the same until the whole of the Six thousand Shares should have been subscribed for and appropriated, and notwithstanding that a Part only of such Shares should have been subscribed for and appropriated: And whereas the present Capital or Joint Stock of the said Company consists of Two hundred and four thousand and four hundred Pounds, divided into Four thousand and eighty-eight of the said Shares, and no more, of which Capital the Sum of One hundred and forty-six thousand Pounds hath been actually paid up by the Proprietors of Shares in the said Company, and Four hundred and fifty are free Shares: And whereas Difficulties have arisen, and may hereafter arise, in recovering Debts and Monies due to the said Company, and in maintaining Actions for Damages done to the said Company, or to the Property of the said Company, since by Law all the Members for the Time being of the said Company must be named in every Action or Suit carried on for such Purpose; and it would be convenient that Persons having Demands against the said Company should be entitled to sue the Secretary of the said Company, or any One of the elected Directors thereof, for the Time being; and that Prosecutions for Embezzlement, Robbery, or stealing the Property of the said Company, or for Fraud, or for any other Offence against the said Company, should be instituted and carried on in the Name of the said Company, or in the Name of the Secretary, or One of the elected Directors thereof, for the Time being: And whereas it is expedient that certain Powers should be granted to the said Company to raise a Sum of Money, and that the said Company should be regulated in other respects as herein-after mentioned; but the same cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen'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 after the passing of this Act all Actions and Suits whatsoever against any Person or Persons already indebted or who may hereafter be indebted to the said Company called "*The Monmouthshire* Iron and Coal Company," and all Actions, Suits, and other Proceedings whatsoever, at Law or in Equity,

Company
may sue and
be sued in
the Name of
the Secretary
or any

for any Injury or Wrong done to any Real or Personal Property of the said Company, or upon or in respect of any present or future Liability or Liabilities to the said Company, or upon any Bonds, Covenants, Bills of Exchange, Promissory Notes, Contracts, or Agreements which already have been or hereafter shall be given or entered into to or with the said Company, or to or with any Person or Persons whomsoever, in Trust for the said Company, or to or with any Person or Persons for the Use or Benefit thereof, or wherein the said Company is or shall be interested, and all Instruments, Petitions, and other Proceedings for or incidental to the issuing or prosecuting any Fiat in or Commission of Bankruptcy in *England* or *Ireland*, or any Sequestration in *Scotland*, against any Person or Persons already indebted or who may be hereafter indebted to the said Company, or to any Person or Persons in Trust for the said Company, or to any Person or Persons for the Use or Benefit thereof, and liable to be made bankrupt by the Laws now or at any Time hereafter to be in force relative to Bankrupts and Traders in *England* and *Ireland*, or to Sequestrations in *Scotland*, and all Proceedings at Law or in Equity under any Commission of or Fiat in Bankruptcy, or under any Sequestration by, for, or on behalf of the said Company, or wherein the said Company is or shall be interested or concerned, and generally all other Proceedings whatsoever at Law or in Equity, to be commenced, instituted, or carried on by or on behalf of the said Company, or wherein the said Company is or shall be concerned or interested, against any Person or Persons, or Body or Bodies Politic or Corporate, or others, whether such Persons or Persons, or any of such Persons, or such Body or Bodies Politic or Corporate, or any Member or Members thereof respectively, is or are, or shall be or shall have been, a Proprietor or Proprietors of the said Company or not, shall and lawfully may be commenced, made, executed, instituted, presented, and prosecuted or carried on in the Name of the Secretary of the said Company for the Time being, or in the Name of any One of the elected Directors for the Time being of the said Company, as the nominal Plaintiff, Pursuer, Complainer, or Petitioner, or as acting in any other Character for or on behalf of the said Company; and all Actions, Suits, and other Proceedings at Law or in Equity, to be commenced, instituted, or prosecuted against the said Company, by any Person or Persons, or Body or Bodies Politic or Corporate, whether such Person or Persons, or any of such Persons, or such Body or Bodies Politic or Corporate, or any Member or Members thereof respectively, is or are, or shall be or shall have been, a Proprietor or Proprietors of the said Company or not, shall and lawfully may be commenced, instituted, and prosecuted against the Secretary for the Time being, or against any One of the elected Directors for the Time being, of the said Company, as the nominal Defendant, Respondent, or Defender in such last-mentioned Actions, Suits, or Proceedings, for on behalf of the said Company; and the Death, Resignation, or Removal, or any other Act or Proceeding of such Secretary or Director, or any Change in the Members of the said Company by the Transfer of Shares or otherwise, shall not abate, prejudice, or render defective any Action, Suit, Petition, or other Proceeding at Law or in Equity commenced or instituted under this Act, but the same may be continued, prosecuted, carried on, or defended in the Name of the Secretary for the Time being or any elected Director for the Time being of the said Company, notwithstanding

elected
Director of
the Com-
pany.

standing the Death, Resignation, or Removal, or any other Act or Proceeding, of such Secretary or Director, and notwithstanding such Change in the Members of the said Company; and it shall and may be lawful for the said Company, at Law, in Equity, and in Bankruptcy, in manner aforesaid, to sue and proceed against, and to be sued and proceeded against, by any Person or Persons, or Body or Bodies Politic or Corporate, notwithstanding such Person or Persons, or Body or Bodies Politic or Corporate, or any Member or Members thereof respectively, is or are, or shall be or shall have been, a Proprietor or Proprietors of the said Company, and that solely or jointly with any other Person or Persons, or Body or Bodies Politic or Corporate, in respect of any Claim or Demand which the said Company may have against such Person or Persons, or Body or Bodies Politic or Corporate, either solely or jointly as aforesaid, or which such Person or Persons, or Body or Bodies Politic or Corporate, either solely or jointly as aforesaid, may have against the said Company, the same as if such Person or Persons, or Body or Bodies Politic or Corporate, was or were not, or had never been, a Proprietor or Proprietors of the said Company.

Indictments
to be in the
Name of the
Secretary
or of any
Director.

II. And be it enacted, That from and after the passing of this Act it shall be lawful for the said Company, by the Secretary or any elected Director for the Time being of the said Company, to prefer any Indictment or Indictments, Information or Informations, or other criminal Proceeding or Proceedings, in any Court or Courts, against any Person or Persons, for any Offence already committed or which shall hereafter be committed against the said Company; and in all Indictments, Informations, and other Proceedings against any Person or Persons, whether such Person or Persons, or any of such Persons, be a Proprietor or Proprietors of the said Company or not, for feloniously taking, stealing, or embezzling, damaging or destroying, or for any Offence whatever relating to any Goods, Chattels, Notes, Bills, Bonds, Deeds, or any Securities, Monies, Effects, or any Real or Personal Property whatsoever of or belonging to the said Company, such Goods, Chattels, Notes, Bills, Bonds, Deeds, Securities, Monies, Effects, or Property respectively may be laid and stated to be the Goods, Chattels, Notes, Bills, Bonds, Deeds, Securities, Monies, Effects, or Property respectively of the *Monmouthshire* Iron and Coal Company; and in all Indictments, Informations, and other Proceedings against any Person or Persons, whether such Person or Persons, or any of such Persons, be a Proprietor or Proprietors of the said Company or not, for any Conspiracy, Crime, Fraud, or Offence already committed, or which shall hereafter be committed, with Intent to injure or defraud the said Company, the same may be laid and stated to have been done with Intent to injure or defraud the *Monmouthshire* Iron and Coal Company; and it shall not be necessary to state in any such Indictment, Information, or other Proceeding the Name or Names of all or any of the Persons now or at any Time hereafter constituting the said Company; and any Offender or Offenders shall or may thereupon be lawfully convicted of such Conspiracy, Crime, Fraud, or Offence, in as full, valid, and effectual a Manner, to all Intents and Purposes, as if the Names of all the Persons constituting the said Company, and the Name or Names of the Person or Persons in whom the Goods, Chattels, Notes, Bills, Bonds, Deeds, Securities, Monies, Effects, or Property, relating to
which

which such Indictment, Information, or other Proceeding shall be preferred, shall or may be vested in Trust for the said Company, were inserted or used in such Indictment, Information, or other Proceeding or Proceedings consequent or attendant thereon.

III. Provided always, and be it enacted, That in case, for the Purpose of Discovery, or for any other Purpose, any Person or Persons, having any Claim or Demand or Cause of Suit against the said Company, whether such Person or Persons, or any of such Persons, shall be or shall have been a Proprietor or Proprietors of the said Company or not, shall be desirous to include any Proprietor of the said Company, or any Person or Persons who shall have been a Proprietor or Proprietors of the said Company at the Time when such Claim or Demand or Cause of Suit against the said Company arose, or the Executors, Administrators, or Assigns of any such Proprietor or Proprietors, or past Proprietor or Proprietors, besides such Secretary or elected Director, as a Defendant or Defendants in any Bill or other Proceeding in any Court of Equity, it shall be lawful for him, her, or them so to do, any thing in this Act contained to the contrary notwithstanding; and the Death or Withdrawal from the said Company, or other Act or Deed whatsoever of any Person or Persons who shall be so included, shall not abate or prejudice such Suit, Bill, or other Proceeding.

Persons suing the Company in Equity may include as Defendants any Proprietors of the Company.

IV. Provided also, and be it enacted, That no Person or Persons, or Body or Bodies Politic or Corporate, having or claiming, or who shall or may have or claim, any Demand or Demands, or Cause of Action or Suit, upon or against the said Company, whether such Person or Persons, or any of such Persons, shall be a Proprietor or Proprietors of the said Company or not, shall bring more than One Action or Suit, or Actions or Suits, in respect of such Demand, or Cause of Action or Suit, or alleged Cause of Action or Suit; and in case the Merits in respect of any such Demand, or Cause of Action or Suit, Actions or Suits, or alleged Cause of Action or Suit, Actions or Suits, shall have been finally determined in any Action or Suit, then and in every such Case the Proceedings in such previous Action or Suit may be pleaded in bar of any such other or subsequent Action or Suit, or Actions or Suits, which may be commenced or instituted in respect of the same Demand against the Secretary, or against any other Director or Proprietor of the said Company; and in case the Merits, in respect of any Demand, or Cause of Action or Suit, which the said Company, or any Person or Persons in Trust for them or for their Benefit, now has or have or hereafter may have upon any Person or Persons, or Body or Bodies Politic or Corporate, whether such Person or Persons, or any of such Persons, shall be or shall have been a Proprietor or Proprietors of the said Company or not, shall have been determined in any other Action or Suit previously commenced or prosecuted by the Secretary or any elected Director of the said Company, then and in such Case the Proceedings in such previous Action or Suit may in like Manner be pleaded in bar of any such subsequent or other Action or Suit, or Actions or Suits, which may be commenced or prosecuted for the same Demand by the same or any other Secretary or elected Director of the said Company.

One Action only to be brought on One Cause.

[Local.]

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Secretary being Plaintiff or Defendant may be a Witness.

V. Provided always, and be it enacted, That the Secretary of the said Company, being the Plaintiff, Pursuer, Complainer, Petitioner, or Prosecutor, or being the Defendant, Respondent, or Defender, in any Action, Suit, Petition, Proceeding, Prosecution, or Indictment commenced, instituted, prosecuted, or preferred under the Authority of this Act, shall not, by reason thereof, be deemed incompetent to be a Witness in any such Action, Suit, Petition, Proceeding, Prosecution, or Indictment, but such Secretary shall and may (if not otherwise interested or objectionable) be a good and competent Witness, and be admissible and be admitted as such in all Courts, and by and before all Judges, Justices, and others, in any such Action, Suit, Petition, Proceeding, Prosecution, or Indictment, in the same Manner as he might have been if his Name had not been made use of as the Plaintiff, Pursuer, Complainant, Petitioner, Prosecutor, Defendant, or Defender in such Action, Suit, Petition, Prosecution, Proceeding, or Indictment, or as if he had not been the Secretary of the said Company.

Judgments in Actions against the Secretary or any One of the Directors shall extend to the Property of the Company.

VI. And be it enacted, That all and every Judgments or Judgment, Decrees or Decree, which shall at any Time after the passing of this Act be obtained or recovered in any Action, Suit, or other Proceeding at Law or in Equity against any Secretary, or any One of the elected Directors for the Time being, as the nominal Defendant therein, shall and lawfully may be executed against the Freehold, Copyhold, and Leasehold Estates, and against the Funds and Property of the said Company, and shall have the like Effect and Operation upon and against such Estates, Funds, and Property of the said Company respectively as if such Judgments or Judgment, Decrees or Decree, had been recovered or obtained against the said Company in any Action, Suit, or Proceeding at Law or in Equity brought or commenced against the said Company by or in the several and distinct Names and Descriptions of the whole and each and every of the several Proprietors of the said Company, and as if this Act had not been passed; and further, that the Bankruptcy, Insolvency, or stopping Payment of such Secretary, or of any such Director for the Time being, in his individual Character or Capacity, shall not be or be construed to be the Bankruptcy, Insolvency, or stopping Payment of the said Company; and the said Company, and the Funds and Property thereof, shall, notwithstanding the Bankruptcy, Insolvency, or stopping Payment of any such Secretary, or any such Director for the Time being, be attached or attachable, and be in all respects liable to the lawful Claims and Demands of the Creditor or Creditors of the said Company, in like Manner as if no such Bankruptcy, Insolvency, or stopping Payment had happened or taken place.

If Satisfaction be not obtained by Execution against the Funds or Property of the Company, Execution may

VII. Provided always, and be it enacted, That in case Execution or Diligence upon any Judgment or Decree in any Action, Suit, or other Proceeding under this Act, obtained against any Secretary or any elected Director for the Time being of the said Company, whether as Plaintiff, Pursuer, or Complainer, or as Defendant, Respondent, or Defender, shall have been issued or taken out against the Estates, Funds, Property, or Assets of the said Company under the Provisions of this Act, and in case the same shall have been, without any Error, Default,

Default, or Neglect of the Party suing out such Execution or Diligence, ineffectual for obtaining Payment of and Satisfaction for the Amount of such Judgment or Decree, or the Sum or Sums of Money comprised therein, then and in such Case Execution or Diligence upon any such Judgment or Decree may from Time to Time be issued against all or any One or more of the Proprietors of the said Company for the Time being; and in case such Execution or Diligence against any such Proprietor or Proprietors of the said Company shall be ineffectual for obtaining Payment of and Satisfaction for the Sum or Sums of Money sought to be recovered thereby, it shall be lawful for the Party or Parties who shall have obtained Judgment or Decree against such Secretary, or any elected Director for the Time being, to issue Execution or Diligence against any other Person or Persons who was or were a Proprietor or Proprietors of the said Company at the Time the Contract or Contracts was or were entered into upon which such Action, Suit, or other Proceeding may have been brought or instituted, but no such Execution or Diligence shall be issued either against any Proprietor or against any past Proprietor without Leave first granted by the Court in which such Action, Suit, or other Proceeding may have been brought or instituted, which Leave shall be applied for upon Motion to be made in open Court after Twenty-one Days Notice in Writing given to the Person or Persons sought to be charged: Provided also, that nothing herein contained shall render such past Proprietors liable for Payment of any Debt for which such Action, Suit, or other Proceeding may have been brought to which they would not have been liable by Operation of Law as Partners, in case any Action, Suit, or other Proceeding had been originally brought against them for the same: Provided also, that nothing in this Act contained shall be deemed or taken to enable any Plaintiff, Pursuer, or Complainer, Petitioner, Prosecutor, Defendant, Respondent, or Defender in any Action, Suit, Petition, or other Proceeding under this Act, to recover from any Proprietor of the said Company, or any other Person whomsoever, any greater Sum or Sums of Money than such Proprietor or Person would or might have been liable to pay, either at Law or in Equity, under any Contract for the Time being subsisting, if this Act had not been passed: Provided also, that every Secretary or elected Director in whose Name any Action, Suit, or other Proceeding under this Act shall be commenced, prosecuted, or defended, and every Proprietor and other Person who may be included as a Defendant in any Bill or other Proceeding in any Court of Equity as herein-before provided, and every Proprietor and every Person who shall have been a Proprietor of any Share or Shares in the said Company against whom any Execution or Diligence upon any Judgment or Decree obtained in any such Action, Suit, or Proceeding shall be issued as aforesaid, and every Person paying any Money, or suffering any Loss or Damage by any Execution, or otherwise, on account of the Debts, Engagements, Acts, Deeds, or Defaults of the said Company, shall be reimbursed and fully repaid, out of the Funds and Property of the said Company, all such Costs, Charges, Sum and Sums of Money, Losses, Damages, and Expences as by the Event of such Action, Suit, or Proceeding, or otherwise in relation thereto, he or they shall be put unto or become chargeable with; and if the Funds or Property

be issued against any Member of the Company.

No greater Sum to be recovered in Actions than could have been recovered if Act had not passed.

Secretary, elected Director, or Proprietor, against whom Judgment obtained, to be indemnified for what he may be compelled to pay.

for

for the Time being of the said Company shall be ineffectual or inadequate for the Payment of such Sum or Sums of Money, Costs, Charges, Losses, Damages, and Expences, in full, then the Deficiency shall be made good by the Proprietors for the Time being of the said Company.

Remedy for Proprietors if Execution issued is against them.

VIII. And whereas it is expedient that every Proprietor of the said Company or other Person against whom any Execution or Diligence shall be issued, upon any Judgment or Decree under the Authority of this Act, should have an easy and expeditious Mode of recovering all such Monies, Costs, Charges, Losses, Damages, and Expences as he or she shall be put unto or become chargeable with in consequence thereof; be it therefore enacted, That if any Execution or Diligence upon any Judgment or Decree obtained in any Action, Suit, or Proceeding under this Act, shall be issued against any Proprietor of the said Company, or against any Person who shall have been a Proprietor of the said Company, and such Proprietor or past Proprietor against whom such Execution or Diligence shall be issued shall not, within the Space of Fourteen Days next after the issuing thereof, be reimbursed, out of or by means of the Estates, Funds, or Property of the said Company, all such Costs, Charges, Losses, Damages, and Expences as he or she shall have paid or been put unto or become chargeable with in consequence of such Execution or Diligence having been issued against him or her, it shall and may be lawful for such Proprietor or past Proprietor, or the Executors or Administrators of such Proprietor or past Proprietor, to have and sue out One or more new or further Execution or Diligence, Executions or Diligences, against the Estates, Funds, Property and Assets, or any or either of them, of the said Company, upon the Judgment or Decree on which Execution or Diligence may have been issued against such Proprietor or past Proprietor, and thereby to levy, raise, and pay what such Proprietor or past Proprietor may have been compelled to pay by means of such original or first Execution or Diligence, together with Interest thereon, and his Costs, Charges, Losses, and Expences in that Behalf sustained, the Amount thereof to be ascertained and certified by one of the Masters or other Officers of the Court out of which such Execution or Diligence shall issue; and in case such Proprietor or past Proprietor shall not by the Means aforesaid be fully paid all such Monies, Interest, Costs, Charges, Losses, Damages, and Expences, it shall be lawful for such Proprietor or past Proprietor, his or her Executors or Administrators, to divide such Monies, Interest, Costs, Charges, Losses, Damages, and Expences, or so much thereof as he, she, or they shall not within the Time aforesaid have been so reimbursed as aforesaid, into as many equal Parts or Portions as the Capital of the said Company shall at that Time be considered as divided into, exclusively of the Shares then under Forfeiture; and each and every Proprietor for the Time being of any Share or Shares in the said Company, and the Executors or Administrators of every deceased Proprietor, shall, in proportion to the Number of Shares which he, she, or they may hold or be entitled to in the said Company, pay One or more of such Parts or Portions, upon Demand, to the Proprietor or past Proprietor against whom such Execution shall have been issued, or to his or her Executors or Administrators; and upon the Neglect

or Refusal of any Proprietor for the Time being of the said Company, or of the Executors or Administrators of any deceased Proprietor, to pay, upon Demand, his, her, or their due and fair Proportion (such Proportion having been ascertained and fixed as last aforesaid) of such Monies, Interest, Costs, Charges, Losses, Damages, and Expences, then and in every such Case it shall be lawful for the Proprietor or past Proprietor, or other Person to whom the same ought to have been paid, his or her Executors or Administrators, to sue for and recover the same in or by Action, Suit, or Plaint, against the Proprietor or the Executors or Administrators of any Proprietor who shall so neglect or refuse as aforesaid, in any of Her Majesty's Courts of Record at *Westminster*, or in any other Court of Record, or in any County Court or Courts of Conscience, or in any Court of Requests, or other Court for the Recovery of Debts or Demands.

IX. Provided always, and be it further enacted, That if the Proprietor or past Proprietor against whom such Execution or Diligence shall have issued as herein-before mentioned, his or her Executors or Administrators, shall, by reason of the Bankruptcy or Insolvency of any Proprietor or Proprietors, or of the Estate of any deceased Proprietor or Proprietors of the said Company, or from any other Cause, (but without any Neglect or wilful Default on the Part of such Proprietor or past Proprietor against whom such Execution or Diligence shall have issued, his or her Executors or Administrators,) be prevented from receiving, obtaining, or recovering any Share or Proportion, Shares or Proportions of the Monies, Interest, Costs, Charges, Losses, Damages, and Expences which he, she, or they shall have so paid or been put to or become chargeable with, and which shall not have been reimbursed, as herein-before mentioned, then and in every such Case it shall be lawful for such Person against whom such Execution or Diligence shall have issued, his or her Executors or Administrators, again to divide the Amount of all such Monies, Interest, Costs, Charges, Losses, Damages, and Expences as shall not have been received, obtained, or recovered by him, her, or them, into as many equal Parts or Portions as there shall be Shares into which the Capital of the said Company shall at that Time be considered as divided (exclusive of the Shares then under Forfeiture), except the Shares in the said Capital in respect of which such Default in Payment or Recovery shall have happened; and each and every Proprietor for the Time being of the said Company, and the Executors or Administrators of every deceased Proprietor, (except the Proprietors of Shares, and Executors and Administrators of Proprietors in respect of which there has been such Default in Payment or Recovery as aforesaid,) shall rateably, according to the Number of Shares which he, she, or they shall hold or be entitled to in the said Company, upon Demand, pay One or more of such last-mentioned Parts or Portions of the Amount of the said Monies, Interest, Costs, Charges, Losses, Damages, and Expences so ascertained as before mentioned, to the Proprietor or past Proprietor against whom such Execution or Diligence shall have issued, his or her Executors or Administrators; and in default of Payment, such Proprietor or past Proprietor, his or her Executors or Administrators, shall have and be entitled to the same Remedies in all respects for the Recovery thereof as under the

Further Remedy in favour of Proprietors against whom Execution or Diligence shall issue in case of Bankruptcy, &c. of Co-Proprietors.

Provisions herein before contained such Proprietor or past Proprietor, his or her Executors or Administrators, will have or be entitled to in respect of the original Proportions of such Monies, Interest, Costs, Charges, Losses, Damages, and Expences; and in the Event of any Share or Proportion, Shares or Proportions of the said Monies, Interest, Costs, Charges, Losses, Damages, and Expences remaining unpaid, unsatisfied, and not reimbursed to such Proprietor or past Proprietor against whom such Execution or Diligence shall have issued, his or her Executors or Administrators, by reason of any such Bankruptcy, Insolvency, or other Cause as aforesaid, such Proprietor or past Proprietor, his or her Executors or Administrators, shall, in like Manner, from Time to Time, and by way of accumulative Remedy, have and continue to have and be entitled to (*mutatis mutandis*) the same Rights, Powers, and Privileges of again dividing, recovering, and enforcing Payment of the Amount of such Share or Proportion, Shares or Proportions so unpaid, unsatisfied, and not reimbursed as aforesaid, until such Proprietor or past Proprietor against whom such Execution or Diligence shall have issued, his or her Executors or Administrators, shall, in the End, if a past Proprietor, have received and been fully reimbursed the whole of the said Monies, Interest, Costs, Charges, Losses, Damages, and Expences, and, if a then Proprietor, the whole, excepting the Portions so ascertained as before mentioned, appertaining to the Shares held by him or her.

Remedy for Proprietors who may be sued otherwise than under the Powers given by this Act.

X. Provided also, and be it further enacted, That in case any Action, Suit, or other Proceeding, either at Law or in Equity, shall be commenced, instituted, or prosecuted against any Proprietor or past Proprietor of the said Company, or the Executors or Administrators of any such Proprietor or past Proprietor, in respect of any Debt or Demand owing by or from or on account or arising against the said Company, and such Action, Suit, or other Proceeding shall be commenced, instituted, prosecuted, or carried on against such Proprietor or past Proprietor, or his or her Executors or Administrators, in any other Manner than under the Powers and Authorities for suing and being sued herein before given, and in case such Proprietor or past Proprietor, his or her Executors or Administrators, shall, under and by virtue of any Judgment or Decree obtained or made, or to be obtained or made, in such Action or Suit or other Proceeding, or under any Execution or Diligence to be issued in respect thereof or otherwise, be compelled or called upon to pay, and shall actually pay, any Sum or Sums of Money, Damages, Costs, Charges, or Expences, then and in every such Case such Proprietor or past Proprietor, or his or her Executors or Administrators shall, in respect of such last-mentioned Sum or Sums of Money, Damages, Costs, Charges, and Expences, have and be entitled to, and shall and may exercise, all such and the same Indemnities, Rights, Powers, and Remedies in all respects for reimbursing himself, herself, or themselves, or for enforcing Contribution, according as the Case may be, in respect of all such Monies, Damages, Costs, Charges, or Expences so paid by him, her, or them as aforesaid, as are herein before given in Cases where Execution or Diligence shall have issued upon any Judgment or Decree obtained in any Action, Suit, or other Proceeding instituted, carried on, or prosecuted under and by virtue of the Powers of suing and being sued,

sued, or under or by virtue of any other Powers given under this Act.

XI. And be it enacted, That a Memorial of the Names, Residences, and Descriptions of the Secretary and of the several elected Directors for the Time being of the said Company, and of the Names, Residences, and Descriptions of the several Proprietors of the said Company, in the Form or to the Effect expressed in the Schedule to this Act, or as near thereto as the Circumstances of the Case will admit, shall be verified by a Declaration in Writing in the Form (or as near thereto as the Circumstances of the Case will admit) prescribed in the Schedule to an Act passed in the Fifth and Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits;'* and to make other Provisions for the Abolition of unnecessary Oaths; which Declaration shall be made by One of the elected Directors or the Secretary for the Time being of the said Company before a Master or Master Extraordinary in Chancery; and such Memorial, when so verified, shall be enrolled in the High Court of Chancery within Twelve Calendar Months next after the passing of this Act; and when any new Secretary or any new elected Director shall be appointed, a Memorial or Memorials of the Name, Residence, and Description, or Names, Residences, and Descriptions, of the new Secretary or new elected Director or Directors, specifying in whose Place or Places he or they shall have been appointed, shall in like Manner be verified by One of the elected Directors or by the Secretary for the Time being of the said Company, and enrolled within Six Calendar Months after such Appointment or Appointments, in the Form or to the Effect expressed in the said Schedule for that Purpose; and when any Person or Persons shall cease or discontinue to be a Proprietor or Proprietors of the said Company, a Memorial of his, her, or their Name, Residence, and Description, or Names, Residences, and Descriptions, shall in like Manner be verified by One of the elected Directors or by the Secretary for the Time being of the said Company, and enrolled within Six Calendar Months after such Person or Persons shall have so ceased or discontinued to be such Proprietor or Proprietors; and when any new Proprietor or Proprietors shall be admitted into the said Company, a Memorial of his, her, or their Name, Residence, and Description, or Names, Residences, and Descriptions, shall in like Manner be verified by One of the elected Directors, or by the Secretary for the Time being of the said Company, and enrolled within Six Calendar Months after any such new Proprietor or Proprietors shall have been so admitted into the said Company; and when and so often as it shall be necessary and proper to memorialize the Name, Residence, and Description, or Names, Residences, and Descriptions, of any Person or Persons who shall have been appointed a new Secretary or a new elected Director or Directors of the said Company, and also of any Person or Persons who shall have ceased or discontinued to be a Proprietor or Proprietors of the said Company, and also of any Person

A Memorial of the Names of the Secretary and of the Directors and Proprietors to be enrolled in Chancery from Time to Time. • 5 & 6 W. 4. c. 62.

or

or Persons who shall have been admitted a new Proprietor or Proprietors of the said Company, or to memorialize the Names, Residences, and Descriptions of any Two or more of the above Class of Persons, the Names, Residences, and Descriptions of such Persons respectively may be contained in one and the same Memorial, to the Form and Effect expressed in the said Schedule, and be verified and enrolled as herein-before directed: Provided always, that if any Declaration so made shall be false or untrue in any material Particular, the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

Actions not to be brought until Memorial shall be enrolled.

XII. Provided always, and be it enacted, That until the first Memorial shall have been duly enrolled in manner by this Act directed no Money shall be borrowed or taken up by or upon Mortgage under the Powers herein contained, and no Action, Suit, Petition, or other Proceeding shall be commenced, made, or instituted under the Authority of this Act; and until the Memorial by this Act required to be enrolled in the Event of any Person or Persons ceasing or discontinuing to be the Secretary, or an elected Director or elected Directors, or a Proprietor or Proprietors, of the said Company, shall have been enrolled as herein mentioned, the Persons whose Names shall appear in the last Memorial which shall have been made as herein required shall be and continue liable to all such Actions, Suits, Executions, and Diligences, and other Proceedings under this Act, and shall be entitled to be reimbursed, out of the Estates, Funds, Property, or Assets of the said Company, all Costs, Charges, Losses, Damages, and Expences incurred or sustained thereby, in the same Manner as if he, she, or they had not ceased or discontinued to be the Secretary, or an elected Director or elected Directors, or a Proprietor or Proprietors of the said Company.

By whom Memorials are to be registered.

An examined Copy of the Enrolment may be received in Evidence.

XIII. And be it enacted, That the Memorials to be enrolled pursuant to this Act shall be enrolled in the Enrolment Office of the Court of Chancery in *England*, and shall be registered by the Clerks of Enrolments in Chancery, or their Deputy, in Books to be by them kept for that Purpose; and that an examined Copy of the Enrolment of every Memorial to be enrolled pursuant to this Act shall be received in Evidence as Proof of the Contents of such Memorial, whether in any Court of Law or Equity, or otherwise howsoever, and Proof shall not be required that the Person by whom the Memorial purports to be verified was at the Time of such Verification the Secretary or one of the elected Directors of the said Company.

Power for Trustees, with Consent of Directors, to borrow Money by Mortgage.

XIV. And be it enacted, That it shall be lawful for the Trustees or Trustee for the Time being of the said Company, in whom any Freehold, Copyhold, or Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments shall be vested in Trust for the said Company, and they and he are and is hereby authorized and empowered, by the Direction and with the Consent of the major Part of the Directors of the said Company for the Time being who shall be present at a Meeting of Directors to be convened for that Purpose, to borrow and take up any Sum or Sums of Money not exceeding One hundred thousand Pounds on account and for the Purposes of the

the said Company, upon Mortgage, either in Fee or for any Term or Number of Years, of all or any Part of the said Trust Premises and Property vested in them in Trust for the said Company as aforesaid; and for that Purpose from Time to Time to enter into Contracts for the Loan of any Sum or Sums of Money with such Person or Persons as shall be willing to lend the same, at such Rate of Interest, and upon such Terms and Conditions, as to the major Part of the Directors present at any such Meeting shall seem expedient.

XV. And for the Purpose of facilitating any such Mortgage or other Dispositions as aforesaid, and in order that the Difficulty and Expence which would otherwise attend the carrying of any such Contract or Agreement for the same respectively into effect may be avoided; be it enacted, That it shall be lawful for the Trustees or Trustee for the Time being of the said Company, and for other the Person or Persons in or by whom the Freehold, Copyhold, or Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments so contracted and agreed to be mortgaged as herein-before mentioned shall be vested or held in Trust for and for the Benefit of the said Company at the Request and by the Direction in Writing of the major Part in Number of the Directors for the Time being of the said Company who shall be present at a Meeting of Directors to be convened for that Purpose, of which Meeting not less than Fourteen Days Notice shall be given, testified by Writing under their Hands, by any Deed or Deeds, Instrument or Instruments in Writing, to be by such Trustees or Trustee, or other the Person or Persons as aforesaid, sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, to convey, assign, and transfer, grant and demise such Parts or Part of the said Freehold, Copyhold, and Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments respectively, which shall be so contracted and agreed to be mortgaged as aforesaid, unto or to the Use of the Person or Persons who shall agree to become the Mortgagee or Mortgagees thereof, his or their Heirs, Executors, Administrators, and Assigns respectively, or as he or they respectively shall direct or appoint, so and in such Manner as to give Effect to and perform such Contracts and Agreements respectively, as fully and effectually, to all Intents and Purposes, as if such Trustees or Trustee, or other the Person or Persons in whom such Estates or any of them may be then vested, could or might do if they or he respectively were or was the sole, actual, and beneficial Owners or Owner of any such Freehold, Copyhold, or Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments respectively; and it is hereby declared, that every such Conveyance, Assignment, Transfer, Grant, and Demise, as aforesaid, for the Purpose of carrying the Contract for any such Mortgage into effect, as herein-before is mentioned, shall be binding and conclusive, to all Intents and Purposes, upon and against all and every Persons and Person having or claiming to have any Estate, Right, Title, or Interest to or in the Freehold, Copyhold, or Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments so conveyed, assigned, transferred, granted, and demised as aforesaid, either as Members or Member of or in Trust for the said Company; and the Mortgagee or Mortgagees, his or their Heirs, Executors, Administrators, or Assigns,

Upon the Request in Writing of the major Part of the Directors the Trustees to convey or mortgage the Property.

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shall

shall not be entitled to require, nor shall it be necessary for perfecting the Title of the said Trustees or Trustee, or other the Person or Persons aforesaid, that any other Person or Persons whomsoever having or claiming to have any such Estate, Right, Title, or Interest as aforesaid, should join and concur in or assent to, or be Parties respectively to any such Mortgage, or to any such Conveyance, Assignment, and Transfer, Grant, and Demise respectively, to be made of any Parts or Part of the said Freehold, Copyhold, and Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments belonging to and held in Trust for the said Company as aforesaid.

Trustees
Receipts to
be good Dis-
charges.

XVI. And be it further enacted, That the Receipt or Receipts of the said Trustees or Trustee, or other the Persons or Person by whom any such Mortgage as herein-before mentioned shall be made or granted shall from Time to Time be good and effectual Discharges to the Mortgagee or Mortgagees, Lessee or Lessees of all or any of the said Trust Premises for such Sum or Sums of Money as shall therein be expressed to have been received; and that such Mortgagee or Mortgagees shall not be bound to see to the Application of such Monies, nor be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof.

Covenants
entered into
by the Trus-
tees to be
binding on
the Proprie-
tors.

XVII. And whereas it is reasonable and just that all Covenants, Contracts, Agreements, Leases, and other Engagements which may at any Time hereafter be entered into or executed by the Trustees or Trustee for the Time being of the said Company, or any or either of them, for and on the Behalf or for the Benefit or in furtherance of the Objects of the said Company, should be as binding on all the Proprietors of the Company as if they had been Parties thereto, and had entered into and executed the same, and that the Liability of any Trustee entering into or executing any such Covenant, Contract, Agreement, Lease, or Engagement as aforesaid should not be greater than that of any other Proprietor of the Company who may not be a Party thereto, or enter into or execute the same; be it therefore enacted, That every Covenant, Contract, Agreement, Lease, and other Engagement which shall or may at any Time after the passing of this Act be *bonâ fide* entered into or executed for or on the Part or Behalf or for the Benefit or in furtherance of the Objects of the *Monmouthshire* Iron and Coal Company by the said *Roger Hopkins, Rice Hopkins, Thomas Hopkins, and William Truman Harford Phelps*, the present Trustees of the said Company, or any or either of them, or by any other Persons or Person who shall hereafter be appointed Trustees or a Trustee of the said Company, shall be as binding upon all the other Proprietors of the Company, their Goods, Chattels, Lands, or Tenements, as if such other Proprietors had actually entered into and executed such Covenants or Engagements, or been Parties to such Contracts, Agreements, or Leases, or any of them; and it shall be lawful for the said *Roger Hopkins, Rice Hopkins, Thomas Hopkins, and William Truman Harford Phelps*, or any or either of them, and any other Persons or Person who shall hereafter be appointed Trustees or a Trustee of the said Company, to stipulate and agree that the said *Roger Hopkins, Rice Hopkins, Thomas Hopkins, and William Truman Harford Phelps*, or either of them,

or

or any Persons or Person who shall hereafter be appointed Trustees or a Trustee of the said Company, shall not by reason or means or in consequence of their or his having from and after the passing of this Act become Parties or Party to, or made, signed, or executed, in their or his Capacity of Trustees or Trustee of the said Company, any Contract, Covenant, Agreement, Lease, Assignment, Conveyance, or Security for and on the Behalf or for the Benefit or in furtherance of the Objects of the Company, or otherwise lawfully executed any of the Powers and Authorities given to such Trustees or Trustee, or to the Trustees or Trustee for the Time being, or any of them, by the said Deed of Settlement or by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, or by any Person or Persons whomsoever, in any Court of Law or Equity or elsewhere, further or otherwise, or to any greater Extent, or in any other Manner, than any other Proprietor who may not have been a Party thereto, or entered into or executed the same, would by this Act be subject or liable to be sued, prosecuted, or impleaded, but that in every such Case any Person or Persons making any Claim or Demand upon the said Company, or upon any or either of such Trustees or Trustee as aforesaid, under or by virtue of any such Contract, Covenant, Agreement, Lease, Assignment, Conveyance, or Security, or other lawful Act or Acts as aforesaid, shall and may sue and implead the said Company in the Name of the Secretary or any One of the elected Directors thereof, as directed by this Act, in the same or like Manner as if such Contract, Covenant, Agreement, Lease, Conveyance, Assignment, or Security had been entered into and executed, or such other Act or Acts had been done by such Secretary or Director, for and on behalf or for the Benefit or in furtherance of the Objects of the said Company; and the Party or Parties so suing or impleading shall and may have and shall be entitled to the same Remedies as are provided by this Act in Cases where Authority is given to sue and implead the said Company in the Name of the Secretary or any One of the elected Directors thereof, but not to any further or other Remedy whatsoever.

XVIII. And be it enacted, That in case any Fiat or Commission of Bankruptcy or Sequestration shall be awarded against any Person who shall be indebted to the said Company, or against whom the said Company shall have any Claim or Demand, or in case any Person who shall be indebted to the said Company, or against whom the said Company shall have any Claim or Demand, shall petition to take the Benefit of any Act for the Relief of Insolvent Debtors, it shall be lawful for any One of the elected Directors for the Time being, or for the Secretary of the Company, to appear and act on behalf of the said Company in respect of any such Debt, Claim, or Demand, before the Commissioner under any such Fiat or Commission of Bankruptcy or Sequestration, or before the Court for Relief of Insolvent Debtors, or any Commissioners thereof, either personally or by his Affidavit, to be sworn and exhibited in the usual Manner, in order to prove and establish any such Debt, Claim, or Demand under such Fiat, Commission, Sequestration, or Insolvency; and any such Director or such Secretary shall in all such Cases be admitted and allowed to make Proof or tender a Claim under any such Fiat, Commission, Sequestration,

Mode of
Proof, &c. by
Company in
Cases of
Bankruptcy
or Insol-
vency.

questration, or Insolvency, on behalf of the said Company, in respect of any such Fiat, Claim, or Demand, and shall have such and the same Powers and Privileges as to voting in the Choice of Assignees, and as to signing Certificates in case of Bankruptcy and otherwise, in respect of any Debts admitted to be proved on behalf of the said Company as any other Person, being a Creditor of such Bankrupt or Insolvent in his own Right, would have in respect of the Debt proved by him under such Fiat, Commission, Sequestration, or Insolvency.

Directors
may execute
Powers of
Attorney to
recover
Foreign
Debts.

XIX. And be it enacted, That it shall be lawful for any Five or more of the elected Directors of the said Company from Time to Time to sign or seal or in any Manner execute Powers of Attorney or other Instruments, thereby empowering any Person or Persons whomsoever for and on behalf of the said Company to apply for, recover and receive, and to commence, institute, and carry on Actions, Suits, and Proceedings, in or before any Court or Courts, Tribunal or Tribunals whatsoever, whether in *Great Britain* or *Ireland*, their Colonies or Dependencies, or in any Foreign Country or Countries, for the Purpose of recovering or compelling Payment or Delivery of any Debt or Debts, Sum or Sums of Money, Property, or Effects now or hereafter to be belonging, due, or owing to the said Company, or to any Person or Persons on behalf thereof, from or by any Bodies Politic or Corporate, or other Person or Persons whomsoever, and to act in all or any Matters in relation to the said Company, or the Concerns or Effects thereof, or any of them, with all or any such Powers and Authorities, either general or special, as may be necessary and expedient, which said Powers of Attorney and Instruments, and all Matters and Things done by virtue thereof, shall be binding on the said Company, and the several Members and Proprietors thereof, to all Intents and Purposes whatsoever.

Directors
of the Com-
pany may
grant Re-
leases to
Witnesses.

XX. And be it enacted, That in all Actions and Suits at Law or in Equity, and all Proceedings under this Act or otherwise, against or by or for or on behalf of the said Company, and also in all Prosecutions commenced and instituted by or on behalf of the said Company, and in all Arbitrations, References, and other Proceedings in or consequent upon or arising out of any such Actions and Suits or Proceedings or otherwise, it shall be lawful for any Five elected Directors for the Time being of the said Company, not being personally interested otherwise than as Proprietors of Shares, in their own Names, for and on behalf of the said Company, to make, sign, seal, execute, and deliver, or by Writing under their Hands to appoint any Person or Persons to make, sign, seal, execute, and deliver such general or other Release or Releases as may be deemed necessary, for the Purpose of exonerating, releasing, and discharging any Person or Persons who shall or may be produced as a Witness or Witnesses in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings as aforesaid, from any Claims or Demands which may be necessary to be released by the said Company, to qualify such Person or Persons to give Evidence as a Witness or Witnesses in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings; and every such Release shall be valid and effectual in

all respects, and to all Intents and Purposes whatsoever, and be binding upon all the Proprietors of the said Company; and all Minutes, Orders, and Proceedings of any General or Special Meeting of the said Company, or of any Board of Directors, signed by the Chairman, shall be deemed and taken to be original Minutes, Orders, and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others.

XXI. And be it enacted, That in all Cases wherein it may be necessary for any Persons to serve any Summons, Demand, or Notice, or any Writ or other Proceeding at Law or in Equity, or otherwise, upon the said Company, Service thereof respectively on the Secretary or any elected Director for the Time being of the said Company, either personally or by leaving the same at the principal Office of the said Company, shall be deemed good and sufficient Service of the same respectively on the said Company. Service of Notice on the Company.

XXII. And be it enacted, That in all Cases wherein it may be necessary for the said Company to give any Summons, Demand, or Notice of any Kind whatsoever to any Person or Corporation, such Summons, Demand, or Notice may be given in Writing, signed by the Secretary, Attorney, Solicitor, or any elected Director for the Time being of the Company. Service of Notice by the Company.

XXIII. And be it enacted, That this Act, and the Provisions herein contained, shall extend and be construed to extend to the said Company called "The *Monmouthshire* Iron and Coal Company," at all Times during the Continuance thereof, whether the said Company hath been or be now or shall hereafter be composed of all or of some of the Persons who were the original Proprietors thereof, or of all or some of those Persons, together with some other Person or Persons, or whether the said Company be at the Time of the passing of this Act composed altogether of Persons who were not original Proprietors of the said Company, or whether the said Company shall hereafter be composed of Persons who were not original Proprietors thereof, or of Persons all of whom shall have become Proprietors subsequently to the passing of this Act. Act to apply to the present and future Members of the Company.

XXIV. Provided always, and be it further enacted, That no Clause, Proviso, Matter, or Thing in this Act contained shall in any way be deemed, construed, or taken to abridge, defeat, prejudice, bar, confirm, or extend to all or any of the Rights, Privileges, and Exemptions to which the Proprietors or Holders for the Time being of the free Shares herein-before mentioned, or any of them, are, is, can, shall, or may be entitled to have or claim under or by virtue of the said Indenture or Deed of Settlement of the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, or any of the Provisions therein contained, or otherwise howsoever. Saving Rights of Proprietors of free Shares.

XXV. Provided always, and it is hereby further enacted, That no Mortgage, Act, Deed, Matter, or Thing by this Act directed or authorized to be made, executed, or done, and no Clause, Proviso, Saving Rights under Declaration of Trust of
Matter, Oct. 1836.
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Matter, or Thing in this Act contained, shall in any way be deemed, construed, or taken to abridge, defeat, prejudice, bar, confirm, or extend the Rents, Royalties, and Sums of Money reserved and made payable to the said *Roger Hopkins, Rice Hopkins, Thomas Hopkins, and William Truman Harford Phelps*, their respective Executors, Administrators, and Assigns, under or by virtue of the before-mentioned Indentures or Deeds of Declaration of Trust and Covenant and of Settlement of the Twenty-fifth Day of October One thousand eight hundred and thirty-six respectively, or any Right, Title, or Claim which the said *Roger Hopkins, Rice Hopkins, Thomas Hopkins, and William Truman Harford Phelps*, or any or either of them, or their or any or either of their Assigns, now have, or which they or either of them, their or any or either of their respective Executors, Administrators, or Assigns, but for the passing of this Act, might have against the present and future Estate and Property of the said Company, and the several Persons who have been or now are or hereafter shall be Members thereof, their and each and every of their Heirs, Executors, Administrators, and Assigns, and their several Estates and Property respectively, but that the said *Roger Hopkins, Rice Hopkins, Thomas Hopkins, and William Truman Harford Phelps*, their respective Executors, Administrators, and Assigns, and every or any or either of them, may have, use, exercise, and enjoy, all the same Rights, Powers, Claims, and Remedies, either at Law or in Equity, against the present and future Estate and Property of the said Company, and the several Persons who have been or now are or hereafter shall be Members thereof, their and each and every of their Heirs, Executors, Administrators, and Assigns, and their several Estates and Property respectively, in as full, ample, and extensive a Way and Manner, in every respect, as if this Act had not been passed.

Saving the Rights of the Company and Proprietors.

XXVI. Provided always, and it is hereby further enacted, That no Mortgage, Act, Deed, Matter, or Thing by this Act directed or authorized to be made, executed, or done, and no Clause, Proviso, Matter, or Thing in this Act contained shall in any way be deemed, construed, or taken to abridge, defeat, prejudice, bar, confirm, or extend any Right, Title, Claim, or Remedy which the said Company, or any or either of the Proprietors thereof, now have, or which the said Company, or the said Proprietors thereof, or any or either of them, their or any or either of their respective Executors, Administrators, or Assigns, but for the passing of this Act, might have, against the said *Roger Hopkins, Rice Hopkins, Thomas Hopkins, and William Truman Harford Phelps*, their Heirs, Executors, Administrators, and Assigns, and every or any or either of them respectively, or their or any or either of their Estates and Property, but that the said Company, and all and each and every the Proprietors and Proprietor thereof, their and each and every of their Executors, Administrators, and Assigns respectively, shall have, use, exercise, and enjoy all the same Rights, Powers, Claims, and Remedies, either at Law or in Equity, against the said *Roger Hopkins, Rice Hopkins, Thomas Hopkins, and William Truman Harford Phelps*, their Heirs, Executors, Administrators, and Assigns, and every or any or either of them respectively;

or against their and every or any or either of their Estates and Property, in the same, and in as full, ample, and extensive a Way and Manner, in every respect, as if this Act had not been passed.

XXVII. Provided also, and be it enacted, That nothing herein contained shall extend, or be deemed, construed, or taken to extend, to incorporate the said Company, or to relieve or discharge the said Company, or any of the present or past Proprietors or other Holders of Shares in the said Company, or any other Persons whomsoever from any Responsibility, Duty, Contract, or Obligation whatsoever, to which by Law they, he, or she now are or is or at any Time hereafter may be subject or liable, either as between such Company and other Parties or as between the said Company and any of the individual Proprietors or other Holders of Shares in the said Company and others, or as between or amongst themselves, or otherwise howsoever, or to confirm, extend, abridge, lessen, or defeat any Clause, Power, Proviso, Matter, or Thing which is contained in the said recited Deeds of Declaration of Trust and Covenant and Settlement of the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six respectively, or in any other Manner whatsoever, except so far as the same are affected by the Provisions of this Act, and the true Intent and Meaning thereof.

Not to extend to incorporate the Company.

XXVIII. And be it further enacted, That all the Costs, Charges, and Expences attending the applying for, obtaining, and passing this Act, shall be paid and discharged out of the Funds of the said Company, in preference to all other Payments whatsoever.

Expences of Act how to be paid.

XXIX. And be it further enacted, That, in the Construction of this Act, Words in the Singular Number shall mean and include several Persons or Things as well as one Person or Thing; and also that Words or Names in the Plural Number shall mean and include any Person or Thing as well as several or any Number or Numbers of Persons or Things; and also that Words importing Males only shall include and mean Females as well as Males; and also that Words or Names importing Females only shall mean and include Males as well as Females: Provided always, that no such Expressions or Words shall have or bear such Meaning or Construction as aforesaid when it is otherwise provided by this Act, or in any Case in which there shall be any thing, whether in the Subject Matter or Context, or otherwise, inconsistent with or repugnant to such Meaning or Construction as aforesaid.

Construction of certain Words in this Act.

XXX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the Devisees and other Persons interested under the Will of the late *Benjamin Hall* Esquire, 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 Persons whose Estates, Rights, Titles, Claims, or Interests are meant and intended to be barred or affected by this Act), all such Estates, Right, Title, Interest, Claim, and Demand whatsoever, as they, every or any of them, had before the passing

Saving of Rights.

passing of this Act, or might or could have had or enjoyed in case this Act had not been passed.

Public Act.

XXXI. And be it enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The SCHEDULE referred to by the foregoing Act.

MEMORIAL made the _____ Day of _____ of the Names of the present elected Directors, Secretary, and Proprietors of "The Monmouthshire Iron and Coal Company," enrolled pursuant to an Act of Parliament passed in the Fourth Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

A.B. of	}	Elected Directors.
C.D. of		
E.F. of		
G.H. of		Secretary.
J.K. of	}	Proprietors.
L.M. of		
N.O. of		

I A.B. of _____ in the County of _____ one of the elected Directors [*or the Secretary*] of the said Company, do hereby solemnly and sincerely declare, That the above-written Memorial contains the Names of the present elected Directors and Secretary and of all the present Proprietors of the said Company; and I make this solemn Declaration conscientiously believing the same to be true.

Solemnly declared the _____ Day of _____ (Signed) A.B.
 before me, X.Y. Master *or* }
 Master Extraordinary in Chancery.

In case of a Change of any of the elected Directors or of the Secretary.

MEMORIAL made the _____ Day of _____ of the Names [*or Name*] of the newly-elected Directors [*or Director*] [*or the new Secretary*] of "The Monmouthshire Iron and Coal Company," and of the Persons [*or Person*] in whose Places [*or Place*] they have [*or he has*] been appointed; enrolled pursuant to an Act of Parliament passed in the Fourth Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

A.B.)	} Elected Directors in the Place of	{	B.A.
C.D.)			D.C.
E.F.)			F.E.
G.H. Secretary in the Place of			H.G.

I A.B. of _____ in the County of _____ one of the elected Directors [*or the Secretary*] of the said Company, do solemnly and sincerely declare, That the above-written Memorial contains the Names of the newly-elected Directors [*or the Name of the new elected Director or Secretary*] of the said Company, and of the
 [*Local.*] _____ 34 F _____ the

the Persons [*or* Person] in whose Places [*or* Place] they have been [*or* he has been] appointed, as the same appear in the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true.

(Signed) *A.B.*

Solemnly declared.

N. B.—The last Memorial as to newly-elected Directors [*or* to a new elected Director *or* Secretary] was enrolled on the _____ Day of _____

In case of Persons ceasing to be Proprietors.

MEMORIAL made the _____ Day of _____ of the Names of the Persons who have ceased or discontinued to hold any Share or Shares in "The Monmouthshire Iron and Coal Company," since the _____ Day of _____ enrolled pursuant to an Act of Parliament passed in the Fourth Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

G.H.

I. K.

L.M.

I *A.B.* of _____ in the County of _____ one of the elected Directors [*or* the Secretary] of the said Company do solemnly and sincerely declare, That the above-written Memorial contains the Names of the Persons who have ceased or discontinued to hold any Share or Shares in the above-named Company since the _____ Day of _____ as the same appear in the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true.

(Signed) *A.B.*

Solemnly declared.

N. B.—The last Memorial as to the ceasing and discontinuing of Proprietors was enrolled on the _____ Day of _____

In case of Persons becoming new Proprietors.

MEMORIAL made the _____ Day of _____ of the Names of the Persons who have become new Proprietors of "The Monmouthshire Iron and Coal Company" since the _____ Day of _____ enrolled pursuant to an Act of Parliament passed in the Fourth Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

I.K. of

L.M. of

N.O. of

I *A.B.* of _____ in the County of _____ one of the elected Directors [*or* the Secretary] of the said Company, do solemnly and _____

and sincerely declare, That the above-written Memorial contains the Names of the Persons who have become new Proprietors of the said Company since the _____ Day of _____ as the same appear in the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true.

(Signed) *A.B.*

Solemnly declared.

N.B.—The last Memorial as to new Proprietors was enrolled on the _____ Day of _____ One thousand eight hundred and _____

In case of several Changes at the same Time.

MEMORIAL made the _____ Day of _____ of the Names of the newly-elected Directors of “The Monmouthshire Iron and Coal Company,” and of the Persons in whose Place they have been appointed, and of the Name of the new Secretary, and of the Name of the Person in whose Place he has been appointed, and of the Names of the Persons who have ceased or discontinued to be Proprietors of the said Company, and of the new Proprietors of the said Company; enrolled pursuant to an Act of Parliament passed in the Fourth Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

Names of the newly-elected Directors, and of the Persons in whose Place they have been appointed.

<p><i>A.B.</i> of) <i>C.D.</i> of) <i>E.F.</i> of)</p>	} Elected Directors in the Place of	<p>{ <i>B.A.</i> { <i>D.C.</i> { <i>F.E.</i></p>
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Name of the new Secretary, and of the Person in whose Place he has been appointed.

J.K. of _____ Secretary in the Place of *H.I.* of _____

Names of Persons who have ceased to be Proprietors.

N.O. of _____
P.Q. of _____

Names of new Proprietors.

R.S. of _____
T.U. of _____

I *A.B.* of _____ in the County of _____ one of the elected Directors [*or* the Secretary] of the said Company, do solemnly and sincerely declare, That the above-written Memorial contains the Names of the newly-elected Directors and of the new Secretary of the said Company, and of the Persons in whose Places they have been appointed, and of the Persons who have ceased or discontinued to be Proprietors of the said Company, and of the new Proprietors of the said Company, as the same respectively appear in the _____ the

the Books of the said Company ; and I make this solemn Declaration conscientiously believing the same to be true.

(Signed) *A.B.*

Solemnly declared.

N.B.—The last Memorial as to newly-elected Directors was enrolled on the Day of

The last Memorial as to the new Secretary was enrolled on the Day of

The last Memorial as to the ceasing and discontinuing of Proprietors was enrolled on the Day of

The last Memorial as to the new Proprietors was enrolled on the Day of

LONDON : Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1840.