



ANNO QUINQUAGESIMO

# GEORGII III. REGIS.



## Cap. 214.

An Act for rebuilding the late Theatre-Royal *Drury-Lane*, upon the Conditions, and under the Regulations therein mentioned. [21st June 1810.]

**W**HEREAS the Existence of well regulated Theatres substantially built, and capable of affording the best Accommodation to be obtained for the Public, with respect to the surrounding Avenues, Passages, and Approaches, as well as to their Fitness for Scenic Representation, has always been considered to be a Matter worthy both of Royal Attention and Legislative Protection: And whereas in the Year One thousand seven hundred and ninety-three, the then Theatre-Royal in *Drury-Lane* was taken down, and great Sums expended by the Most Noble *Francis* the late Duke of *Bedford*, in the Purchase of Ground and Houses in the Neighbourhood, in order to erect a new Theatre upon a Scale of Magnificence and Grandeur; the Interest of which Sums so expended by the said Duke of *Bedford* being added as an additional Rent Charge upon the said Theatre: And whereas the Sum of One hundred and fifty thousand Pounds was raised by the Proprietors of the said Theatre by Shares of Five hundred Pounds each, for the Accomplishment of the erecting the proposed new Theatre, and for paying off the then existing Mortgages; but owing to various and unforeseen Circumstances, and to the unavoidable Necessity which arose of making various Alterations in the original Plan, the Theatre, when opened in the Beginning of the Year One thousand seven hundred and ninety-four, was very far from being in a finished State, while the intended surrounding Buildings stated in the Estimate were not even begun, and a great Debt was left wholly unprovided for, and the whole Sum intended to be applied to the Building of the Theatre was entirely expended by the Trustees in endeavouring to accomplish the same: And whereas a Settlement of the

[*Loc. & Per.*]

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Remainder

Remainder of the said Debt and Claims took place in the Year One thousand eight hundred and two, through an Arrangement made under the immediate Direction and Authority of the Lord Chancellor, and assented to by all Parties: And whereas, in the course of a successful Progress towards the Liquidation of the said Claims, the said Theatre-Royal, with all its Scenery, Wardrobe, Furniture and other Articles, was wholly destroyed by the Calamity of Fire in the Year One thousand eight hundred and nine, being insured only to the Amount of Thirty-five thousand Pounds, or thereabouts: And whereas it is deemed expedient to surrender and make over the whole Interest of the present Proprietors of the said Property to a Body of Subscribers purchasing the same and becoming *bonâ fide* Proprietors of the whole Patents, Leases or Agreements for Leases, Materials, Foundation, Scite of Ground, and every other Property of whatever Description now belonging to or held in Trust for the Proprietors of the said Theatre: And whereas the several Persons herein-after named are willing and desirous, at their own Expence, to provide for, or to discharge all just and equitable Claims on the late Theatre, should the same be duly ascertained to their Satisfaction, and not found to exceed the computed Amount upon which they are willing to become Subscribers; and also to erect, build, finish, and furnish, fit for Representation, the said intended new Theatre, with the surrounding Buildings and Improvements: But as the several Purposes before-mentioned cannot be carried into Effect without the Authority of Parliament: 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, That His Grace the Duke of *Bedford*, His Grace the Duke of *Argyle*, the Right Honourable Lord *Kinnaird*, *Samuel Whitbread*, *Richard Sharpe*, *Peter Moore*, *Harvey Christian Combe*, Sir *Robert Barclay* Baronet, *Thomas Coutts*, the Honourable *Thomas Brand*, the Honourable *David Anstruther*, *Alexander Davidson*,  
*Templar*, J. H. *Farquhar*, *Thomas Hammersley* and Company, *Aaron Graham*, *Richard Wilson*, Sir *Charles Blicke*, *James Heath*, Sir *Thomas Turton* Baronet, Sir *John Sinclair* Baronet, Sir *Matthew White Ridley* Baronet, *Henry Greville*, the Honourable *Thomas Maule*, *William Adam*, Colonel *O'Kelly*, Captain *Graham*, *Samuel James Arnold*, *Charles William Ward*, *William Linley*, *Robert M. Barnard*, *Richard Peake*, *Michael Kelly*, *Joseph Kelly*, *Henry Burges*, *Richard Ironmonger*, *George Boulton*, *John Morris*, *Charles Beazley*, *John Graham*, *Thomas Fosbrook*, *William Phillips*, J Winter, *Francis Glossop*, *William Griffith*, *John Whitehead*, *Lawrence Burton*, *Robert John Cocker*, *Thomas Wright*, *John Wilkie*, T Fal-  
*lowfield*, *Francis Franco*, C *Watkins*, *James Raymond*, *George Pringle*,  
*Joseph Kernot*, R Knight, J *Harley*, H *Milton*, *William Downs*, *William Dunn*, *William Lucas*, *Andrew Franklin*, *Thomas Greenwood*, A *Lowndes*, *John Bowley*, *Samuel Spring*, *James Smart*,  
*Robert Mitchell*, *Thomas Shaw*, J *Stephenson*, *James Denew*,  
*Edward Ainge*, M *Linley*, *John Grubb*, *John Windus*, *John Welbank*, *Richard Strong Wells*, A *Menzies*, *William Welford*, *William J Bankes*, *Theophilus Elgie*, *George Edwards*, *James Mitchell*, *Thomas Parker*, and *Nathaniel Vicke*, together with such other Person and Persons as shall subscribe towards raising the Capital Sum hereinafter mentioned, and their several and respective Successors, Executors, Administrators and Assigns, being a Proprietor or Proprietors of any Share or Shares

Proprietors' Names.

Shares in the said Undertaking, paying and contributing to the Capital Sum to be raised as hereinafter mentioned, shall be and they are hereby accordingly united into a Company for erecting the said Theatre and surrounding Buildings, and carrying into Execution the Purposes of this Act, and shall for that Purpose be One Body, Corporate and Politic, by the Name and Style of *The Theatre Royal Drury Lane Company of Proprietors*, and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall and may have full Power and Authority to purchase or exchange Messuages, Lands, Tenements, and Hereditaments, to them, their Successors and Assigns, for the Use of the said Theatre and the surrounding Buildings and Improvements, and the other Purposes herein mentioned, without incurring any of the Penalties or Statutes of Mortmain, and also to sell or exchange for others any of the Lands, Tenements, or Hereditaments, purchased for the Purposes aforesaid: Provided always, nevertheless, That the said Land or Ground, so to be held by the said Corporation, shall not exceed Five Acres in the whole.

Incorporated.  
Their Style.

II. And be it further enacted, That it shall be lawful to and for the said Company of Proprietors to raise and contribute in such Proportions as they shall think proper, any Sum or Sums of Money, not exceeding in the Whole the Sum of Three hundred thousand Pounds, which said Sum or Sums of Money shall be laid out and applied, in the first Place, in discharging the Expences of obtaining and passing this Act, and of the Surveys, Plans, and Estimates and other incidental Expences relating thereto; and, in the next Place, in Payment to *George White* of *Park Street, Westminster*, Esquire, and *Ann* the Wife of *John Martindale* of *Tavistock Place*, in the County of *Middlesex*, Esquire, or unto such other Person or Persons, as she the said *Ann Martindale* on her Part shall appoint, in equal Shares and Proportions, such Sum or Sums of Money as is and shall or may become due and owing to them in respect of their Shares, Rights, and Interest, in certain Letters Patent, granted by His late Majesty King *Charles* the Second, to *Thomas Killebrew* Esquire, for erecting and building a Theatre in the Cities of *London* and *Westminster*, or the Suburbs thereof, for performing Plays and other Entertainments therein; and in the next Place, in making due and just Payment or Compensation to the Renters and the several other Claimants on the said Property upon such Terms as the said Claimants and the said Company of Proprietors shall agree; and thirdly, in purchasing the entire Property and Interest of the present Proprietors and Parties, beneficially and ultimately interested in the Property of the said late Theatre-Royal *Drury-Lane*, and the Profits and Property thereof, and then for and towards rebuilding, erecting, and finishing the said intended new Theatre, and the surrounding Buildings and Improvements necessary thereto, and in purchasing, making, and completing the Scenery, Machinery, Wardrobe, Furniture, Music, Decorations, and other Appendages, and otherwise for carrying this Act into Execution; and that the said Sum of Three hundred thousand Pounds shall be divided into Shares of One hundred Pounds each, and that the said Shares shall be and they are hereby vested in the said several Persons and Bodies Politic, Corporate or Collegiate, so subscribing, and their several and respective Executors, Administrators, Successors and Assigns, to their and every of their proper Use and Benefit, proportionably to the several Sums they shall severally pay and contribute,

Company  
may raise  
among them-  
selves a Sum  
not exceeding  
300,000l.

To be divided  
into Shares  
of 100l.  
each.

and

and all Bodies Politic, Corporate, and Collegiate, and all other Persons, their several and respective Successors, Executors, Administrators and Assigns, who shall severally subscribe for One or more Share or Shares, shall be entitled to, and receive the entire and nett Distribution of an equal proportionable Part according to the Money so by them respectively paid of the Profits and Advantages that shall and may arise and accrue from the Sums of Money to be raised, recovered, or received from the said Theatre and Property by the said Company of Proprietors: Provided always, that in case the said Company of Proprietors shall not contract and agree with all the Persons interested in the said Theatre, and other Property, for the Purchase of such several Interests within the Term of Two Years from the passing of this Act, then and in such Case this Act and all the Matters and Things therein contained shall become null and void.

Shares to be  
Personal  
Estate.

III. And be it further enacted, That all and every the Shares and Proportions of all Bodies Politic, Corporate, and Collegiate, and all other Person and Persons, of and in the said Undertaking or the joint Stock or Fund of the said Company of Proprietors, shall be and be deemed to be Personal Estate and transmissible as such, and not of the Nature of Real Property.

Enabling in-  
capacitated  
Persons to  
release  
Shares, &c.  
in the late  
Theatre.

IV. And be it further enacted, That it shall and may be lawful to and for all Husbands, Guardians, Trustees, Committees, Executors, and Administrators, and all other Trustees and Persons whomsoever, not only for and on behalf of themselves, their Executors and Administrators, but also for and on behalf of their *Cestuique* Trusts, whether Infants, Issue unborn, Lunatics, Ideots, Femes Covert, or other Person or Persons, and to and for all Femes Covert, or any other Person under any other Disability or Incapacity whatsoever, who is, are, or shall be possessed of, interested in or entitled unto any Property, Share, Annuity, Rent Charge, Right, Title, Interest, Debt, Claim, or Demand, out of, in, unto or upon the said late Theatre-Royal *Drury-Lane*, or the Patents, or other Property thereunto belonging, or unto any Messuages, Lands, Hereditaments, or Premises, to sell, assign, release, discharge, transfer, and convey the same, and every Part thereof, for such Sum of Money, Consideration or Compensation, as such Person or Persons shall agree to take or receive, for or in lieu of the same to the said Company of Proprietors; and that all such Sum and Sums of Money, Consideration or Compensation, shall be paid unto and received by such Person or Persons hereby authorized as aforesaid, and shall be paid, applied, settled, limited, and vested by him, her, or them, to, for and upon the same Trusts, Settlements, Intents, and Purposes, and in the same Manner as such Property, Share, Annuity, Rent Charge, Mortgage, Right, Title, Interest, Debt, Claim, or Demand, which shall be so sold, assigned, released, discharged, transferred, or conveyed, as aforesaid, stood settled, limited, or vested, or such of them as at the Time of making such Assignment, Release, Discharge, Transfer, or Conveyance shall be existing, undetermined and capable of taking Effect, or as near thereto as may be; and that every Sale, Assignment, Conveyance, Transfer, Release, and Discharge of such Property, Share, Annuity, Rent Charge, Mortgage, Right, Title, Interest, Debt, Claim, or Demand, or of any Messuages, Lands, Hereditaments, or Premises, which shall be made or executed by such Person or Persons hereby authorized as aforesaid, shall be good and effectual in the Law to all Intents and Purposes whatsoever, and the same respectively

pectively shall be vested in the said Company of Proprietors, for the Purposes herein mentioned.

V. And be it further enacted, That all and every Body and Bodies Politic, Corporate, Collegiate, or other Person or Persons who shall by virtue of this Act, have subscribed or undertaken for one or more Share or Shares in the said Undertaking, his, her, or their respective Successors, Executors, Administrators, and Assigns, shall have a Vote in the several Assemblies, to be holden as herein-after appointed for carrying on the said Undertaking, for such Share or Shares; and if possessed of Three Shares to have Two Votes, if of Six Shares to have Three Votes, if of Ten Shares to have Four Votes, and if of Fifteen Shares and upwards to have Six Votes; and every Question, Matter, or Thing which shall be proposed, discussed, or considered in any General or Special General Assembly of the said Company of Proprietors, shall be determined by the Majority of Votes then present, computing the Votes as above mentioned, not exceeding Six Votes in the Whole for each Proprietor as aforesaid, provided that the Members present be possessed of not less than One hundred Shares; and every Question, Matter or Thing which shall be proposed, discussed, or considered in any General or Special General Assembly of the said Company of Proprietors, shall be determined by the Majority of Votes then present in the Manner aforesaid.

Subscribers to have Votes according to the Number of their Shares, not to exceed six Votes.

VI. And be it further enacted, That the First General Assembly of the said Company of Proprietors for putting this Act into Execution shall be held at such Time and Place as the Committee herein-after appointed shall direct, within Sixty Days after the passing of this Act, or as soon after as conveniently may be, between the Hours of Eleven in the Forenoon, and Two in the Afternoon; and the Second General Meeting of the said Company shall be held at such Time and Place within Sixty Days next after the holding of the First General Meeting as the Committee shall appoint; and at such General Meeting, a full and distinct Statement of the Arrangements proposed by the Committee, and assented to by the Claimants and the Proprietors of the late *Drury-Lane* Property, shall be submitted to the said General Meeting, for their Consent and Approbation; and any Subscriber disagreeing from such Statement, shall be at Liberty to withdraw his Subscription, and relinquish all Share and Interest in the Undertaking; and in case the Place of such Subscribers so withdrawing shall not be filled up by new Subscriptions, or taken by the remaining Subscribers within Two Months from the Date of such General Meeting, or in case no such General Meeting shall be held, or if no such Statement shall be made to such General Meeting, then in the said Cases the whole of this Act shall become null and void, and the Overplus (if any) of all Deposits or Advances shall be returned to the respective Subscribers, after deducting all Expences in obtaining and passing this Act, and of the Surveys, Plans, and Estimates and other incidental Expences relating thereto, out of such Deposits or Advances, and thereupon the Whole of the said Arrangements under the Order of the Court of Chancery, shall be revived and be acted upon in such and the like Manner as if this Act had not been made, but in case of the above Subscription being filled on the Terms and in the Manner above mentioned, then all future General Assemblies of the said Company of Proprietors, except such Special General Assemblies

First General Assembly of the Proprietors.

A distinct Statement of the Arrangement proposed by the Committee to be laid before the Proprietors.

Proprietors  
at their As-  
semblies may  
appoint a  
Chairman.

as shall be convened by the Committees for particular Purposes, shall be held annually between the Hours of Eleven in the Forenoon and Two in the Afternoon, at such Days and Places as the Committee herein-after appointed for the Time being shall direct; of which First and every future General Assembly and Assemblies Ten Days previous Notice, at least, shall be given by public Advertisement, to be inserted in the *London Gazette*, and Three or more Newspapers, and in such other Manner as the Committee of the said Company of Proprietors shall direct; and that the said Company of Proprietors, at such their respective General or Special Assemblies, shall and may appoint a Chairman, who shall not only vote as a Proprietor, but, in case of an Equality of Votes, shall have a casting Vote.

A Com-  
mittee of  
Proprietors  
appointed.

Names of  
Committees.

VII. And be it further enacted, That for the better forwarding the Purposes of this Act and the Interest of the said Company, there shall be a Committee of Ten Proprietors, and that the Honourable *Thomas Brand*, the Honourable *Cavendish Bradshaw*, the Honourable *Kinnaird*, Sir *Thomas Turton* Baronet, *Samuel Whitbread*, *Peter Moore*, *Harvey Christian Combe*, *William Adam*, *Richard Sharpe*, and *Richard Wilson*, Esquires, shall be the First Committee: Provided always, that no Person or Persons holding any Contract, Engagement, or Employment respecting the said Building shall be capable of being elected or of serving upon such Committee during the Time of his Continuance in such Contract, Engagement, Employment for the said Building, nor unless he shall possess or hold in his own Right One Share in the said Undertaking; and that the said Committee shall and may, at every Meeting holden by them during the Continuance of their said Office, appoint a Chairman by and out of the said Committee; and that no Member of any Committee shall have more than one Vote upon any Question that may be agitated in the said Committee, except in case of an Equality of Votes, and in that Case the Chairman shall have the decisive or casting Vote, although he may have given one Vote before; and that the said Committee shall be authorized to add any Number of Proprietors not exceeding Eleven to the said Committee, and that Three of the said Committee, namely, *Samuel Whitbread*, *Peter Moore*, and *Harvey Christian Combe*, Esquires, shall be the Trustees who shall appoint the Banker or Bankers where the Theatre Subscription Account shall be held; and the said Committee are hereby authorized and directed either collectively or by appointing Select Committees out of their own Number for the different Purposes herein-after mentioned, if it should appear to them the preferable Mode of executing the same, to arrange and complete Terms of Settlement and Compensation with the several Claimants on the said Property, and to determine upon and select the Plan for rebuilding, and to make Contracts and Bargains for erecting the said Theatre as herein-after is mentioned, and also for arranging the Terms upon which all Rights and Interests of the present Proprietors shall be made over to the said intended Company of Proprietors, and all other necessary Purposes: Provided always, that no Member of the said Committee having any Claim or Demand upon or Interest in the said Property, while the same shall remain unsettled, shall be competent to act with or vote in any Committee employed in settling the Terms and Compensation to be made to the said Claimants or Parties interested; and that the First Committee shall continue until Three Months after the  
Opening

Opening of the said Theatre, and shall then go out of Office in the Order and Rotation herein mentioned.

VIII. And be it further enacted, That the First Committee which shall meet under and by virtue of this Act are hereby authorized and directed to form and arrange a Plan for the future Government and Conduct of the Theatre Property, as shall seem best calculated according to their Judgment to promote and maintain the Interests and Character of the Undertaking, and to meet the Expectations and merit the Approbation of the Public, such Plan to be submitted to a General Meeting of the said Company, to be specially called by Advertisements in the *London Gazette*, and such of the *London Newspapers* as the said Committee shall think proper, at least Three Months previous to the Opening of the said Theatre, such Plan to be adopted, altered, or rejected by a Majority at such Meeting; and that all the Powers and Authorities hereby vested in or directed to be exercised by the said Committee, or any other Committee to be hereafter appointed, may be done and exercised by the major Part of the Members present at the respective Meetings (the same having been duly convened), the whole Number present not being less than Five; and every such Committee shall from Time to Time make Report of their Proceedings to the said General Assemblies of the Proprietors; and the said Committee shall (subject nevertheless to such Orders and Regulations as herein mentioned) meet at such Times and Places, and shall and may from Time to Time adjourn themselves to such other Times and Places as they at their respective Meetings shall think fit.

Power of the Committee.

IX. And be it further enacted, That the said Committee herein appointed, or any other Committee for the Time being to be appointed in pursuance of this Act, shall and may at their said Meetings, contract and agree for and complete the Purchase of such Messuages, Ground, Property, and Premises, and the Machinery, Scenery, Wardrobe, Furniture, Music, and other Articles and Things, as they at such Meetings shall deem necessary for erecting, building, decorating, completing, and making fit for Representation the said Theatre, and for arranging the Terms upon which a limited Number of Private Boxes may be let, should the said Committee find it advisable and expedient for the Completion of the Plan, and for making and finishing the surrounding Buildings, Avenues, Passages, and Improvements to belong to the said Theatre; and for the several other Purposes in this Act mentioned; and also shall and may enter into and make Agreements, Contracts, and Bargains with the Architects, Surveyors, Workmen and other Persons, for erecting, building, and completing the said intended Theatre, Buildings, Improvements, Works, and the several other Purposes herein mentioned, and appoint an Architect, Surveyor, Secretary, Banker, Solicitor, and other Officers and Servants, as they may deem necessary to the said Undertaking, with such Appointments, Salaries, or Allowances as such Committee shall think proper; and that the Committee now appointed, or any other Committee hereafter to be appointed in pursuance of this Act (subject nevertheless to the Orders and Directions herein mentioned), shall have the Custody of the Common Seal of the said Company of Proprietors, and they are hereby authorized, at any of their Meetings duly convened, to use, put, and affix the same to any Instrument, Deed or Writing

Empowering the Committee to make Contracts.

Writing which they shall deem necessary for carrying the Purposes of this Act into Execution; and also shall have full Power and Authority to direct and manage all and every the Affairs and Concerns of the said Company of Proprietors, and to direct and make the several Payments out of the joint Stock of the said Company, which they at their said Meetings may deem necessary, and direct and order all or any of the several Purposes herein mentioned: And the said Committees are hereby authorized and directed to keep a full, correct, and true Account of all Monies which they shall from Time to Time pay, or order and direct to be paid, and for what Purposes, and also a full, correct, and true Account of all and every Sum and Sums of Money which they from Time to Time shall receive in respect of the said Theatre.

Subsequent Appointment of Committee (by the Proprietors) in the Room of those going out of Office by Rotation.

X. And be it further enacted, That the said Committee so elected shall continue in Office until Three Months after the Opening of the said Theatre, and on such Day Seven of the said Committee shall go out of Office and cease to be upon the Committee of the said Company; and in order to determine who of the said Committee shall go out of Office and cease to be of the Committee of the said Company, the Secretary of the said Company at the General Assembly of the said Company to be holden on that Day or some Adjournment thereof, shall and he is hereby required to write upon Twenty-one distinct Pieces of Paper of equal Size the Name of One of the said Committee on each of such Papers; and all such Papers shall be rolled up in the same Form as near as may be, and be put into a Box or Wheel, and Seven of such Papers shall then be drawn out of such Box or Wheel by such Secretary, one by one, and those Seven of the Committee whose Names shall be upon such Papers respectively so drawn shall go out of Office and cease to be upon the Committee of the said Company, and the said Company shall then elect by ballot as aforesaid Seven Members of the said Company, who shall severally be possessed and entitled to Three Shares at the least in the said Undertaking, and such Seven Persons so elected shall continue in Office for the Space of Three Years (except in case of Death or Refusal to act, or ceasing to be qualified in Manner by this Act directed, or being removed or displaced by the said Company of Proprietors at any General Assembly or Special General Assembly convened for that Purpose) and no longer; and on the First *Wednesday* in the next succeeding Month of *May* after the Expiration of the said Three Years, Seven more of the Committee first elected by virtue of this Act as Part of the Committee, or the Person or Persons elected in his or their Room or Stead, shall go out of Office and cease to be upon the Committee of the said Company, and in order to determine who of such Seven of the Committee shall go out of Office and cease to be upon the Committee of the said Company, the Secretary of the said Company, at the General Assembly of the said Company to be holden on that Day or some Adjournment thereof, shall and he is hereby required to write upon Twenty-one distinct Pieces of Paper of an equal Size, the Name of One of such of the Committee on each of the said Papers, and all such Papers shall be rolled up in the same Form as near as may be, and be put into a Box or Wheel by such Secretary, and Seven of such Papers shall be then drawn out of such Box or Wheel by such Secretary one by one, and those of the Committee whose Names shall be upon such Papers respectively so drawn shall go out of Office and cease



to be upon the Committee of the said Company, and the said Company shall then elect, by Ballot as aforesaid, Seven Members of the said Company, qualified as aforesaid, to be upon the Committee of the said Company in the Room or Stead of such Seven of the Committee, and such Seven Persons so elected shall continue in Office for the Space of Three Years, (except in case of Death or Refusal to act, or ceasing to be qualified in Manner by this Act directed, or being removed or displaced as aforesaid,) and no longer; and on the First *Wednesday* in the next succeeding Month of *May* the Seven remaining Members of the Committee first elected by virtue of this Act, or the Person or Persons elected in his or their Room or Stead, shall go out of Office and cease to be upon the Committee of the said Company: And the said Company shall at their General Assembly, to be holden on that Day or some Adjournment thereof, elect by Ballot as aforesaid Seven Members of the said Company, qualified as aforesaid, to be upon the Committee of the said Company, in the Room or Stead of such Seven of the Committee going out of Office as last aforesaid; and such Seven Persons so elected shall continue in Office for the Space of Three Years (except in case of Death or Refusal to act, or ceasing to be qualified in Manner by this Act directed, or being removed or displaced as aforesaid,) and no longer; and on the First *Wednesday* in every succeeding Month of *May* in each and every Year, Seven Persons out of the Members of the said Company, qualified as aforesaid, shall be elected by Ballot as aforesaid, by the said Company, to be Members of the Committee of the said Company; and such Seven Persons so elected shall continue in Office for the Space of Three Years, (except in case of Death or Refusal to act, or ceasing to be qualified in Manner by this Act directed, or being removed or displaced as aforesaid), and no longer: Provided always, that it shall and may be lawful to and for the said Company of Proprietors again to nominate and appoint any such Person or Persons so qualified as aforesaid, and going out of Office, again to be a Member or Members of the said Committee; and in case, on any such First *Wednesday* in the Month of *May* in any Year, no such Nomination and Appointment of such Seven Members of the Committee shall be made, then and in every such case another Meeting of the said Company shall be holden on the First *Wednesday* in *June* following, for the Purpose of making such Election; and in case no such Nomination and Appointment shall be then made, then and in every such Case, another Meeting of the said Company shall be holden on the First *Wednesday* following, for the Purpose of making such Election, and so *toties quoties* until such Seven Members of the Committee shall be chosen; but such Seven Members of the Committee shall not continue in Office or be Members of the said Committee, for any longer Space of Time than if they had been elected on the First *Wednesday* in the Month of *May* as aforesaid; and until such Seven Members of the Committee shall be chosen, the Seven Members of the Committee going out of their Office shall continue in Office, and shall enjoy the same Powers and Authorities as the other Members serving upon the said Committee.

In case Committee are not appointed on the Day mentioned, another Meeting to be had for that Purpose.

XI. And be it further enacted, That in case any Person or Persons elected by the said Company as a Member or Members of the Committee of the said Company, shall die or refuse to act in the Execution of this Act, or shall cease to be entitled to One Share at the least in the said

Subsequent Appointment of the Committee by the Proprietors in

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Undertaking,

the Room of those who shall die, refuse to act, or become disqualified.

Undertaking, or shall hold any Place, Contract, or Employment, respecting the said Building, under the said Company, or being otherwise disqualified to act with or vote in any Committee as herein-before mentioned, then and in every such Case it shall and may be lawful to and for the said Company to elect, at the next General Assembly, or at some Special General Assembly of the said Company to be called for that Purpose, some Person or Persons qualified as aforesaid to be a Member or Members of the Committee of the said Company in the Room or Stead of the Member or Members of the Committee so dying or refusing to act, or ceasing to be qualified, or holding any Place, Contract, or Employment respecting the building the said Theatre and Premises under the said Company; and every Person or Persons so elected shall have the like Powers and Authorities, and shall be subject to the like Rules, Regulations, and Restrictions as the Person or Persons in whose Room or Stead he or they shall be so elected, and shall continue in Office as a Member or Members of the Committee for such Time and no longer as the Person or Persons in whose Room or Stead he or they shall be so elected would have continued in Office.

Auditors to be appointed.

XII. And be it further enacted, That the said Company of Proprietors shall at their First General Assembly, or at any Adjournment of the same, elect by Ballot Two Persons of and out of the said Company of Proprietors to be Auditors of the Accounts of the said Company, and such Persons shall continue in Office until the next General Assembly of the said Company to be holden on the First *Wednesday* in the Month of *May* then next ensuing, but no Person shall be capable of being elected, or of serving as an Auditor of the Accounts of the said Company, unless he shall hold and be possessed of One Share at least in the said Undertaking: Provided always, that no Person or Persons holding any Place, Office, Employment, or Contract under the said Company, shall be capable of being elected, or of serving as such Auditor of Accounts during the Time of his Continuance in such Place, Office, Employment, or holding such Contract.

Subsequent Appointment of Auditors.

XIII. And be it further enacted, That the said Auditors so elected, or the Person or Persons so elected in their Room or Stead by virtue of this Act, shall continue in Office until the said First *Wednesday* in the Month of *May* next after such Election; and on such Day, One of the said Auditors shall go out of Office and cease to be an Auditor of the Accounts of the said Company, and the same Provisions herein-before made and enacted in respect of the Election of Members to serve upon the Committee in the Room of those going out by Ballot or Rotation, or who shall die, refuse to act, or become disqualified, shall be applicable to the Election of Auditors of Accounts.

Powers of the Auditors.

XIV. And be it further enacted, That the Auditors of the Accounts of the said Company, shall and they are hereby empowered and required to meet at some convenient Place Four Times at the least in every Year, for the Purpose of examining the Accounts of the said Company, and at such Meetings, all Accounts of Money received, laid out, and disbursed on account of the said Undertaking, or on any of the Works thereunto belonging, by the Committees, Treasurers, Receivers, Secretary, or by any Person or Persons whomsoever, employed by or concerned for or under the said Company, in and about the said Undertaking or the Works.

Works thereunto belonging, shall be laid before the said Auditors to be audited and settled, and the said Auditors shall cause a fair and correct Statement of the Accounts to be made out, which Statement shall be laid before the next General or Special General Assembly of the said Company of Proprietors for their Confirmation, and in order to defray the Expences of their Meetings the said Auditors shall from Time to Time receive out of the Capital Stock of the said Company of Proprietors, such Sum or Sums of Money as shall be directed, adjusted, and settled by the said Company of Proprietors at any General Assembly.

XV. Provided always, and be it further enacted, That from and after the First General Meeting to be held under this Act, no Proprietor or Proprietors shall be deemed to be qualified or entitled to vote who has or have not possessed his, her, or their Shares, and whose Name or Names hath or have not been entered in Manner herein-after directed in the Books of the said Company, as the Possessor or Possessors, and Proprietor or Proprietors of such Shares, for the Space of Three Calendar Months then next preceding, at any General or Special General Assembly of the Proprietors of the said Undertaking.

Proprietors not entitled to vote unless possessed of their Shares Three Calendar Months.

XVI. Provided always, and be it further enacted, That the said Committee shall have Power, and they are hereby required from Time to Time to make such Call or Calls of Money from the Subscribers to and Proprietors of and in the said Undertaking, to defray the Expences of, or to carry on the same as they the said Committee shall from Time to Time find wanting and necessary for the Purposes of this Act, so that no such Call shall exceed the Sum of Ten Pounds for every Share, except as hereinafter mentioned; and such Calls shall not be made but at the distance of Twenty-one Days at least from each other, and Ten Days Notice at least shall be given of all such Calls as aforesaid by Advertisement in Three or more of the London Newspapers, and in such other Manner as the said Company of Proprietors shall at any General Assembly direct and appoint: Provided, that it shall not be lawful to make any further Call upon any Proprietor or Proprietors beyond the full Amount of the Sum or Sums which by his, her, or their Subscription, he, she, or they had undertaken to pay for his, her, or their said Share or Shares; and every Owner or Owners, Proprietor or Proprietors of any Share or Shares in the said Undertaking shall pay his, her, or their rateable Proportions of the Monies to be called for as aforesaid to such Person or Persons, and at such Time and Place, as the said Committee shall from Time to Time order and direct; and if any Person or Persons shall neglect or refuse to pay his, her, or their rateable or proportionable Part of the Money so called for as aforesaid (except such Subscribers as shall have withdrawn themselves and their Subscriptions from the said Company at and within the Time and in the Manner herein-before mentioned) at the Time and Place appointed by such Committee, or within Twenty-one Days next ensuing, he, she, or they so neglecting or refusing shall forfeit and pay the Sum of One Pound for every Share he, she, or they shall have in the said Undertaking; and in case such Person or Persons shall continue to neglect or refuse to pay his, her, or their rateable Call or Calls as aforesaid for the Space of Two Calendar Months next after the Time so appointed for Payment thereof, then and in every such Case he, she, or they so neglecting or refusing shall forfeit his, her, or their respective

Committees may make Calls, and Shares to be forfeited if Calls not paid, but no Advantage to be taken of Forfeiture without Motion.

Share.

Share or Shares in the said Undertaking, and all the Profits and Benefits thereof, and all Sum and Sums of Money which he, she, or they shall have previously paid for or on account of the same, and save and except as aforesaid; all which Shares and Sum and Sums of Money so forfeited shall be vested in the said Company of Proprietors in Trust for and for the Benefit of all the rest of the said Proprietors, in Proportion to their respective Interests in the said Undertaking, or shall at the Discretion of any of the said General or Special General Assemblies, be publickly sold for the Use of the rest of the said Proprietors, whose Shares and Interests shall not have been forfeited as aforesaid: Provided nevertheless, that no Forfeiture of any Share or Shares in the said Undertaking shall be or be deemed to be incurred, save and except personal Notice of such Call or Calls in Writing, signed by the Secretary or Secretaries to the said Committee, shall have been given to or left at the last or usual Place or Places of Abode of the Owner or Owners of such Share or Shares respectively, provided such Place or Places of Abode shall be within Ten Miles of the *Royal Exchange* of the City of *London*, or until such Notice shall be sent to or left at the last or usual Place or Places of Abode of such Owner or Owners respectively, provided such Place or Places of Abode shall be Twenty Miles or upwards distant from the *Royal Exchange* in the City of *London*, and in case the Place or Places of Abode of any such Owner or Owners shall not be known to the Secretary or Secretaries of the said Committee, then such Notice shall be inserted once in the *London Gazette*, nor until all such Share or Shares shall likewise have been declared to be forfeited at some General or Special General Assembly of the said Company of Proprietors.

Subscribers  
to pay their  
Subscriptions  
on Calls by  
the Commit-  
tee.

XVII. Provided always, and be it enacted, That the respective Persons who have subscribed or who shall hereafter subscribe or advance any Money for and towards the said Undertaking, or shall be Owner or Owners, Proprietor or Proprietors of any Share or Shares in the said Undertaking, shall, and he, she, and they is and are hereby required to pay the Sum or Sums by them respectively subscribed (or such Parts and Proportions thereof as shall from Time to Time be called for by the Committee of the said Company of Proprietors by virtue of and agreeable to the Powers and Directions of this Act) at such Times and Places and in such Manner as shall be directed by the said Committee: And in case any such Subscriber or Subscribers shall neglect or refuse to pay the same at the Time and Place and Manner so required for that Purpose, the said Company of Proprietors are hereby empowered to sue for and recover the same in any of His Majesty's Courts of Law or Equity whatsoever.

Directing  
the Proceed-  
ings in  
Actions for  
Calls.

XVIII. And be it further enacted, That in all Actions brought by the said Company of Proprietors against any Person or Persons who hath or have subscribed, or who shall hereafter subscribe or advance any Money for and towards the said Undertaking, or against any Owner or Owners, Proprietor or Proprietors of any Share or Shares in the said Undertaking, to recover any Sum or Sums of Money due and payable to the said Company for or by reason of any Call or Calls made by virtue of this Act, it shall be sufficient for the said Company to declare and alledge that the Defendant or Defendants being an Owner or Owners, Proprietor or Proprietors of such or so many Share or Shares in the said Undertaking is or are indebted to the said Company in such Sum or Sums of Money as the  
I  
Call

Call or Calls in arrear shall amount to for such and so many Call or Calls of such or so many Sum or Sums of Money upon such or so many Share or Shares belonging to the said Defendant or Defendants (as the case may happen to be) whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall be only necessary to prove that the Defendant or Defendants, at the Time of making such Call or Calls, was or were an Owner or Owners, Proprietor or Proprietors of some Share or Shares in the said Undertaking; and that such Call or Calls was or were in fact made, and that such Notice was given thereof as is directed by this Act; and the said Company shall thereupon be entitled to recover what shall appear to be due, unless it shall appear that Notice was not given as aforesaid; and after Judgment shall be given for the said Company in any such Action, Execution shall not be stayed by reason of any Writ of Error brought by the Defendant or Defendants therein, unless such Defendant or Defendants, with two sufficient Sureties, shall first become bound to the said Company by Recognizance, to be acknowledged in the Court in which such Judgment shall be given, in double the Sum adjudged to the said Company by such Judgment, to prosecute the said Writ of Error with effect; and also if the said Judgment shall be affirmed, or the said Writ of Error be non-proffed, to satisfy and pay the Debt, Damages and Costs adjudged by the said Judgment, and all Costs and Damages to be awarded for delay of Execution.

XIX. Provided always, and be it enacted, That if any Subscriber or Subscribers to the said Undertaking shall be minded and desirous to pay and advance immediately into the Hands of the said Committee, or of the Person or Persons whom they shall appoint to receive the same, the full Amount of his, her, or their Subscription or Subscriptions for such Share or Shares for which he, she, or they may have subscribed, or any Part thereof, without waiting for the said Call or Calls to be made, then and in such case it shall be lawful for the said Committee to pay to the said Subscriber or Subscribers so paying in Advance as aforesaid, out of the Funds of the said Company, Interest upon the Sum or Sums so advanced, at the Rate of Five Pounds *per Centum per Annum* upon the Amount which such Payment in Advance may be over and above the said Calls, and from the Time of advancing the same up to the Period of such subsequent Call respectively, according to the Sum then in Advance, over and above the Amount of such Call; and that if any Owner or Owners, Proprietor or Proprietors of any Share or Shares in the said Undertaking, shall happen to die before such Call or Calls shall have been made for the full Sum or Sums to be advanced on any Share or Shares which he, she, or they shall have been possessed of or entitled to, without having made Provision, by Will or otherwise, how and in what manner such Share or Shares shall be disposed of, or the Calls for the same paid, then and in such case the Executor or Executors, Administrator or Administrators, of every such Owner or Proprietor, so dying, or the Trustee or Trustees, Committee or Committees of any Lunatic or Lunatics, Guardian or Guardians of any Infant or Infants, or of any other Person or Persons entitled to the Estate and Effects of any such deceased Owner or Owners, Proprietor or Proprietors, shall be indemnified against all and every such Infant or Infants, and against all and every other Person or Persons whomsoever, for or on account of his, her, or their having paid any Sum or Sums of

Committee may allow Interest to Proprietors on Payment in Advance, and on the Death of Subscribers before Shares completed their Executors, &c. may do it.



And on every such Sale the said Deed or Conveyance (being executed by the Seller or Sellers, and the Purchaser or Purchasers of such Share or Shares) shall be kept by the said Purchaser or Purchasers for his, her or their Security after the Secretary or Secretaries to the said Company of Proprietors shall have entered in a proper Book or Books to be kept for that Purpose a Memorial of such Transfer and Sale for the Use of the said Company, and have testified and endorsed the Entry of such Memorial on the said Deed of Sale or Transfer, for which no more than Five Shillings shall be paid, and the said Secretary or Secretaries is and are hereby required to make such Entry or Memorial accordingly, and until such Memorial shall have been made and entered as above directed, such Purchaser or Purchasers shall have no Part or Share of the Profits of the said Undertaking, nor any Interest for such Share or Shares paid to him, her or them; nor any Vote in respect thereof as a Proprietor or Proprietors of the said Undertaking.

XXI. And be it further enacted, That after any Call of such Money shall have been made by the said Committee as aforesaid, no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking, on pain of forfeiting his, her, or their respective Share or Shares therein to the said Company of Proprietors, in Trust for the Benefit of all the said Proprietors, unless at the Time of such Sale or Transfer such Call or Calls shall have been paid and discharged to the Treasurer of the said Company of Proprietors, the whole and entire Sum of Money which shall have been called for upon each Share so sold or transferred, such Forfeiture nevertheless to be notified and declared at a General or Special General Assembly in Manner before directed.

No Shares shall be sold after a Call till the Money be paid.

XXII. And for the better Security of the several Proprietors of the said Undertaking as to their respective Shares therein; be it further enacted, That the said Company of Proprietors shall and they are hereby required, at their first, or as soon as conveniently may be, at some subsequent General Assembly to cause the Names and proper Additions of the several Persons who shall be then entitled to any Share or Shares in the said Undertaking, with the Number of Shares which they are then respectively entitled to hold, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book or Books to be kept by the Secretary to the said Company of Proprietors, and after such Entry made to cause their common Seal to be affixed thereto, and shall also cause a Certificate or Instrument with the common Seal of the said Company affixed thereto, to be delivered to every such Subscriber on Demand, specifying the Share or Shares to which he, she, or they is or are entitled in the said Undertaking, or a Certificate for each separate and distinct Share in case any Proprietor of more than one Share shall request the same, every such Proprietor paying to the Secretary One Shilling and no more, for every such Certificate or Instrument, and such Certificate or Instrument shall be admitted in all Courts whatever as Evidence of the Title of such Subscriber, his, her, or their Executors, Administrators, and Assigns, to the Share or Shares therein specified; but the Want of such Certificate or Instrument shall not hinder or prevent the Owner or Proprietor of any of the said Share or Shares from selling or disposing thereof and in case any such Certificate or Instrument shall become de-

Names of Proprietors and Numbers of their Shares to be entered in a Book, and Certificates of the Number delivered to them.

faced, worn out, or damaged, or shall be ascertained to have been lost or destroyed, then and in such case another Certificate shall be made out and entered by the Secretary on the same Terms and Conditions as aforesaid.

General  
Saving.

XXIII. Saving always to the King's Most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Body and Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, Administrators, and Assigns, all such Estate, Right, Title, and Interest as they, every or any of them had and enjoyed of, in, to or out of the said late Theatre *Drury Lane*, or the Property thereunto belonging, or any Claims or Demands thereon before the passing of this Act, or could or might or ought to have had and enjoyed in case this Act had not been made.

Publick Act.

XXIV. And be it further enacted, 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 others, without being specially pleaded.

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