



ANNO TERTIO

# GEORGII IV. REGIS.

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## *Cap. cxiv.*

An Act to confirm an Agreement entered into between the Trustees of the Subscribers to the *Gaelic Chapel* and the *Caledonian Asylum*, and to indemnify the Asylum against certain Covenants in an Indenture of Appointment and Bargain and Sale entered into by the said Asylum, in favour of the said Trustees, and to vest in the *Caledonian Asylum* the Fee Simple of the Messuage and Chapel described in the above Indenture. [6th August 1822.]

**W**HEREAS by an Act passed in the Fifty-fifth Year of the Reign of His late Majesty King *George the Third*, intituled *An Act for establishing and well-governing the Charitable Institution called the Caledonian Asylum, for supporting and educating Children of Soldiers, Sailors, and Marines, Natives of Scotland, and of indigent Scotch Parents, resident in London, not entitled to Parochial Relief*, it was enacted, that after the passing of the said Act, there should be a Corporation to continue for ever, for the well-governing an Asylum or House for the Reception, Maintenance, Education, and Employment of the Children of Soldiers, Sailors, and Marines, Natives of *Scotland*, who had died or been disabled

[Local.] 41 Y

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abled in the Service of their Country, and of the Children of indigent *Scotch* Parents resident in *London*, not entitled to Parochial Relief; and that the several Persons therein mentioned, together with all and every Person who had paid, or should pay into the Hands of the Treasurers for the Time being, the Sums therein mentioned, should likewise be respectively Guardians of the said Asylum; and that the President, Vice Presidents, Treasurers, and Guardians, should be One Body Corporate and Politic in Deed and in Law, by the Name of "The *Caledonian Asylum*, for supporting and educating the Children of Soldiers, Sailors, and Marines, Natives of *Scotland*, and of indigent *Scotch* Parents, resident in *London*, not entitled to Parochial Relief;" and that by the same Name they should have perpetual Succession and a Common Seal, with Power to change, alter, break, and make new the same, when and as often as they should judge the same to be expedient; and that they and their Successors, by the same Name, might sue and be sued, implead and be impleaded, answer and be answered, into all or any Court or Courts of Record, and Places of Judicature within this Kingdom; and that they and their Successors, by the Name aforesaid, should be able and capable in Law, to have, hold, receive, enjoy, possess, and retain for the Ends and Purposes of the said Act, and in Trust and for the Benefit of the said Asylum, all such Sum and Sums of Money as had then been paid, given, devised, or bequeathed, or should at any Time or Times thereafter be paid, given, devised, or bequeathed by any charitable or well-disposed Person or Persons, to and for the charitable Ends and Purposes in the said Act mentioned; and that they and their Successors, by the Name aforesaid, should and might, at any Time thereafter, without Licence in Mortmain, purchase, take, or receive, hold and enjoy, any Lands, Tenements, or Hereditaments, or any Estate or Interest therein, for the Purposes of the said Charity, not exceeding Five thousand Pounds in Value: And by the said Act it was further enacted, that it should be lawful for the Treasurers for the Time being, of the said Corporation, and they were thereby authorized and required from Time to Time, with the Consent and Approbation of the Committee of Directors thereof for the Time being, or the major Part of such Committee present at any of their Meetings, to lay out and invest all or any such Sum or Sums of Money as had been given, devised, or bequeathed by any charitable or well-disposed Person or Persons, to and for the Ends, Intents, and Purposes in the said Act mentioned, or any Part thereof, other than and except such and so much thereof as the Exigencies of the said Corporation should call for the immediate Application or Expenditure of, in any of the Public Funds, in the Name of the said Corporation; and that the Dividends, Interest, and Annual Proceeds which should from Time to Time arise from the Funds and Securities then belonging, or which should at any Time belong to the said Corporation, should from Time to Time be applied to and for the Uses, Ends, Intents, and Purposes in the said Act and herein-before mentioned: And whereas certain Persons, some Time since, opened a Subscription for the Purpose of providing a Place of Public Worship in *London*



for Persons coming from the Highlands of *Scotland*, who could not speak *English*, where Divine Service should be performed in the *Gaelic* Language; and a considerable Sum having been raised, *John Stuart, William Anderson, Reverend Duncan Robertson D.D., James Hamilton, Alexander Lamb, Alexander Gray Davidson, Donald Currie, John Cameron, Charles Steele, John Fraser, William Monro, William Macpherson, William Stewart, Evan Macpherson, and John Macdonald*, on the Sixteenth Day of *March* One thousand eight hundred and thirteen, entered into a written Contract on the Behalf of the Subscribers at large, with *Richard Thompson* of *Skinner Street, Snow Hill*, Floor-Cloth Manufacturer, for the absolute Purchase of a Messuage and Chapel, situate in *Cross Street, Hatton Garden*, in the Parish of *Saint Andrew, Holborn*, in the County of *Middlesex*, for the Sum of Four thousand one hundred and fifty Pounds: And whereas the said Contractors paid to the said *Richard Thompson*, out of the Sums so raised as aforesaid, the Sum of Two thousand seven hundred and ninety Pounds Seventeen Shillings and Three-pence, Part of the said Purchase Money; but the Sum of One thousand three hundred and fifty-nine Pounds Two Shillings and Nine-pence, the Residue of the said Purchase Money, together with an Arrear of Interest, amounting to Three hundred and twelve Pounds Sixteen Shillings and Three-pence, making together the Sum of One thousand six hundred and seventy-one Pounds Nineteen Shillings, remained due to the said *Richard Thompson*; and the said Subscribers being unable to raise any further Sums by way of Subscription, entered into an Agreement with the said Corporation of the *Caledonian Asylum*, to transfer to the said *Caledonian Asylum* all their Interest in the said Messuage and Chapel, on Condition that the said *Caledonian Asylum* should pay to the said *Richard Thompson* the said Sum of One thousand six hundred and seventy-one Pounds Nineteen Shillings, so due to him as aforesaid, and upon certain other Conditions, the Substance of which are comprised in the Covenant on the Part of the *Caledonian Asylum*, contained in the herein-after recited Indenture of Appointment and Bargain and Sale, of the Sixth Day of *September* One thousand eight hundred and sixteen: And whereas by an Indenture of Appointment and Bargain and Sale, bearing Date the Sixth Day of *September* One thousand eight hundred and sixteen, and duly enrolled in His Majesty's High Court of Chancery on the Sixteenth Day of *December* following, and made, or expressed to be made, between the said *Richard Thompson* of the First Part, the Right Honourable Sir *Archibald Macdonald* Baronet, General Sir *George Beckwith*, Sir *John Macpherson* Baronet, since deceased, Lieutenant-Colonel *David Stewart, Simon MacGillivray* Esquire, and *James Hamilton* Esquire, Trustees appointed by and acting on the Behalf of the said Subscribers to the *Gaelic* Chapel, of the Second Part, and the said *Caledonian Asylum* of the Third Part, the said *Richard Thompson*, in consideration of the Sum of Two thousand seven hundred and ninety Pounds Seventeen Shillings and Three-pence, by the said Subscribers, and of the Sum of One thousand three hundred and fifty-nine Pounds Two Shillings and Nine-pence, and all Interest whatsoever in respect thereof, by the *Caledonian Asylum* to him paid by the Direction of the said Sir *Archibald Macdonald, Sir George Beckwith,*

*Beckwith, Sir John Macpherson, Lieutenant-Colonel David Stewart, Simon MacGillivray, and James Hamilton*, appointed, bargained, and sold the said Messuage and Chapel, with their Appurtenances, to the Use of the said *Caledonian Asylum*, their Successors and Assigns for ever: And by the said Indenture of Appointment and Bargain and Sale now in recital, the said *Caledonian Asylum* did (amongst other things) covenant with the said *Sir Archibald Macdonald, Sir George Beckwith, Sir John Macpherson, Lieutenant-Colonel David Stewart, Simon Mac-Gillivray, and James Hamilton* respectively, their Executors and Administrators, that they the said *Caledonian Asylum* would pay and apply the Sum of Two thousand Pounds in and towards Payment and Discharge of the Debts due and owing from the said Chapel, or on account thereof; and also would for ever thereafter, at their own proper Costs and Charges, provide a Meeting House or Chapel for Public Worship in *London*, equally commodious with the said then present Meeting House or Chapel, and also provide a Clergyman to officiate therein, professing the Doctrines of the Church of *Scotland* as by Law established, and duly licensed according to the Rules and Practice of that Church, and who should have been regularly educated at One of the Universities in *Scotland*; and that such Clergyman should deliver, in the said Chapel, One Discourse in *Gaelic*, and another in *English*, on every Lord's Day in each and every Year during such Time as he should officiate in the said Chapel; and also should duly administer the Sacrament of the Lord's Supper on the First Lord's Day in every Quarter of the Year; and that the said Chapel should be open *gratis* for the Attendance of all poor and destitute Highlanders, to hear Divine Service in their own Language and Form of Worship, and sufficient Sitings to be provided for that Purpose: And by the same Indenture of Appointment and Bargain and Sale now in recital, a Power of Entry upon the said Messuage and Chapel, after Forty Days Notice in Writing, was granted to the said *Sir Archibald Macdonald, Sir George Beckwith, Sir John Macpherson, Lieutenant-Colonel David Stewart, Simon MacGillivray, and James Hamilton*, in case of Non-performance of any of the Covenants in the same Indenture contained on the Part of the *Caledonian Asylum*: And whereas the said *Sir John Macpherson* departed this Life on or about the Twenty-fifth Day of *January* in the Year of our Lord One thousand eight hundred and twenty-one: And whereas the *Caledonian Asylum*, in consideration of the said Sum of Two thousand seven hundred and ninety Pounds Seventeen Shillings and Three-pence so paid by the said Trustees of the Subscribers to the *Gaelic* Chapel, and with a View that the Morals and Education of the Children to be educated and supported in the said *Asylum* should be superintended by a Clergyman professing the Doctrines of the Church of *Scotland*, entered into the herein-before recited Indenture of Appointment and Bargain and Sale, containing the aforesaid Covenants, with the Trustees of the said Subscribers to the *Gaelic* Chapel; but the Guardians of the said *Asylum* being doubtful that the entering into such Covenants, and the expending of such Sums in consequence thereof, are contrary to the Powers and Provisions contained in the herein-before recited Act of the Fifty-fifth Year of the Reign of His  
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late Majesty King *George* the Third, are desirous of being indemnified against the Consequences of having expended the same, and of securing the *Asylum* against any future Expences on account of the said Messuage and Chapel, by a Power to dispose of the same Messuage and Chapel, and by being discharged from the Covenants contained in the said Indenture of Appointment and Bargain and Sale: And whereas the Trustees of the said Subscribers to the *Gaelic* Chapel have agreed to accept the Sum of Two thousand two hundred Pounds from the said *Asylum*, to be secured to them on the said Messuage and Chapel, by way of Mortgage, as herein-after is mentioned; and in consideration thereof, are willing that the said *Asylum* should be discharged from the said Covenants contained in the said Indenture of Appointment and Bargain and Sale: And whereas the said Purposes cannot be fully 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 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 the *Caledonian Asylum* and their Successors, and all and every Persons and Person who have or hath at any Time heretofore been, or are now Guardians of the same, their Heirs, Executors, and Administrators, shall not, nor shall any of them, be subject or liable to any Action, Suit, Claim, or Demand, either at Law or in Equity, for or by reason of the said Covenants entered into by the *Caledonian Asylum* with the said Trustees of the Subscribers to the *Gaelic* Chapel, or for or by reason of the Expenditure or Application, up to the Time of the passing of this Act, of any Sum or Sums belonging to the *Caledonian Asylum*, in or towards the Purchase of the said Messuage and Chapel so purchased by them as aforesaid, or in pursuance or Satisfaction of the said Covenants so entered into by the said *Caledonian Asylum* as aforesaid; any thing in the herein-before recited Act of the Fifty-fifth Year of the Reign of His late Majesty King *George* the Third to the contrary thereof contained in anywise notwithstanding.

Asylum not to be subject to Prosecution for Covenants entered into with Trustees to the *Gaelic* Chapel.

II. And be it further enacted, That from and after the passing of this Act, the said Messuage and Chapel shall be vested in and be to the Use of the said Lieutenant-Colonel *David Stewart, Alexander Fraser* of *Lincoln's Inn Fields*, in the County of *Middlesex*, Esquire, and *Archibald Campbell* of *Regent Street*, in the said County, Esquire, their Heirs and Assigns, subject nevertheless to the Proviso herein-after contained; (that is to say), that if the *Caledonian Asylum* shall, within One Calendar Month after the passing of this Act, pay or cause to be paid unto the said Lieutenant-Colonel *David Stewart, Alexander Fraser*, and *Archibald Campbell*, or to any Two of them, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, the Sum of Two thousand two hundred Pounds of lawful Money of *Great Britain*, to be applied by them or him to the Purposes for which the Subscriptions for the *Gaelic* Chapel were raised; then immediately after Payment of the

Messuage and Chapel to remain in the Trustees upon certain Trusts.

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said



said Sum of Two thousand two hundred Pounds, the said Messuage and Chapel shall remain and be to the Use of the *Caledonian Asylum*, their Successors and Assigns, for the Purposes herein-after mentioned.

Trustees may sell the Messuage and Chapel in certain Events.

III. Provided always, and be it further enacted, That if the said Sum of Two thousand two hundred Pounds shall not be so paid to the said Lieutenant-Colonel *David Stewart*, *Alexander Fraser*, and *Archibald Campbell*, or to any Two of them, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor; within One Calendar Month from the passing of this Act, then with all convenient Speed after the Expiration of the said One Calendar Month, the said Lieutenant-Colonel *David Stewart*, *Alexander Fraser*, and *Archibald Campbell*, or any Two of them, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, do and shall absolutely sell and dispose of the said Messuage and Chapel, either together or separately, and either by Public Auction or Private Contract, to any Person or Persons, Body or Bodies Politic or Corporate, who shall or may be willing to become the Purchaser or Purchasers thereof, for such Price or Prices as to the said Lieutenant-Colonel *David Stewart*, *Alexander Fraser*, and *Archibald Campbell*, or any Two of them, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, shall seem reasonable; and that for the Purpose of effecting any such Sale or Sales the said Lieutenant-Colonel *David Stewart*, *Alexander Fraser*, and *Archibald Campbell*, or any Two of them, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, do and shall enter into, make, and execute all such Acts, Deeds, Contracts, Conveyances, and Assurances as they or he shall think proper; and that all such Acts, Deeds, Contracts, Conveyances, and Assurances, as shall be so entered into, made, and executed, shall and may be so entered into, made, and executed without the Concurrence of the said *Caledonian Asylum*, or their Successors, or the Subscribers at large to the *Gaelic Chapel*, and whether they or any of them shall or not join therein, or assent thereto, be to all Intents and Purposes valid and effectual.

Trustees to pay Expences of Sale, &c.

IV. And be it further enacted, That the said Lieutenant-Colonel *David Stewart*, *Alexander Fraser*, and *Archibald Campbell*, or any Two of them, and the Survivors or Survivor of them, and the Heirs and Assigns of such Survivor, shall, with and out of the Monies to arise from such Sale or Sales, and with and out of the Rents and Profits (if any) which shall arise and come to their or his Hands from the said Messuage and Chapel, or either of them, before such Sale or Sales shall have been made, in the first Place pay and discharge all the Costs, Charges, and Expences attending or in anywise relating to such Sale or Sales; and in the next Place, retain, or pay to the said Lieutenant-Colonel *David Stewart*, *Alexander Fraser*, and *Archibald Campbell*, or any Two of them, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, the Sum of Two thousand two hundred Pounds of lawful Money of Great Britain, in Satisfaction of the said Sum of Two thousand



and two hundred Pounds which the Trustees of the *Gaelic Chapel* have agreed to accept, as herein-before is mentioned, to be by them or him applied to the Purposes for which the Subscriptions for the *Gaelic Chapel* were raised; and lastly, do and shall pay so much of the Monies arising from such Sale or Sales, and the said Rents and Profits, as shall remain, after answering the Purposes aforesaid, unto the Treasurers for the Time being of the *Caledonian Asylum*.

V. Provided always, and be it further enacted, That the Receipt or Receipts in Writing of the said Lieutenant-Colonel *David Stewart*, *Alexander Fraser*, and *Archibald Campbell*, or any Two of them, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, for the Monies for which the said Messuage and Chapel shall be sold under the Provisions herein-before contained, shall effectually discharge the Person or Persons, Body or Bodies Politic or Corporate respectively paying the same, from being answerable or accountable for the Misapplication or Non-application thereof, or from being obliged or concerned to see to the Application thereof.

Receipts of Trustees to be sufficient Discharges to Purchasers.

VI. Provided always, and be it further enacted, That if the said Sum of Two thousand two hundred Pounds shall be so paid by the *Caledonian Asylum* within One Calendar Month after the passing of this Act, as herein-before is mentioned, it shall be lawful for the *Caledonian Asylum*, or their Successors, at any Time or Times thereafter, by Deed under their Common Seal, to demise or lease the said Messuage and Chapel, or either of them, and either together or separately, to any Person or Persons, or Body or Bodies Politic or Corporate, for any Term or Terms not exceeding Twenty-one Years, to take effect in Possession and not in Reversion, and without taking any Fine, Premium, or Foregift for the same.

The Asylum may lease the Messuage and Chapel.

VII. Provided always, and be it further enacted, That if the said Sum of Two thousand two hundred Pounds shall be so paid by the *Caledonian Asylum* within One Calendar Month after the passing of this Act, as herein-before is mentioned, it shall be lawful for the *Caledonian Asylum*, or their Successors, at any Time or Times thereafter, absolutely to sell and dispose of the said Messuage and Chapel, or either of them, and either together or separately, and either by Public Auction or Private Contract, to any Person or Persons, Body or Bodies Politic or Corporate, who may be willing to become the Purchaser or Purchasers thereof respectively, at the best Price or Prices that can be reasonably gotten for the same respectively; subject nevertheless, and without Prejudice to any Lease or Leases that may have been previously granted of the same, or either of them, by virtue of the Power herein-before contained, and by Deed under their Common Seal to convey the said Messuage and Chapel, or either of them, which shall be so sold as aforesaid, to the Person or Persons, Body or Bodies Politic or Corporate, purchasing the same, his, her, or their Heirs, Successors, and Assigns, for ever.

The Asylum may sell the Messuage and Chapel, subject to the Lease.

VIII. And

Trustees may retain 100*l.* to pay Expences.

VIII. And be it further enacted, That the said Lieutenant-Colonel *David Stewart, Alexander Fraser, and Archibald Campbell*, or any Two of them, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, shall and may be at Liberty, out of the said Sum of Two thousand two hundred Pounds, so secured as aforesaid, to pay the Expence or Expences which they the said Trustees, or any or either of them, may have already incurred, or may hereafter incur, as Trustee or Trustees as aforesaid, in carrying into effect the said present Arrangement with the *Caledonian Asylum*, and any Act, Matter, or Thing done or to be done in relation thereto, provided the same does or do not exceed the Sum of One hundred Pounds.

Chapel to be freed of existing Covenant.

IX. And be it further enacted, That the *Caledonian Asylum*, and their Successors, and all and every Person and Persons, Body and Bodies Politic and Corporate, who may hereafter become seised of or entitled to the said Messuage and Chapel, shall, from and after the passing of this Act, be absolutely freed, released, and discharged from all the Covenants and Agreements affecting the said Messuage and Chapel, contained in the herein-before recited Indenture of Appointment and Bargain and Sale, of the Sixth Day of *September* One thousand eight hundred and sixteen, and from all Powers and Remedies by the same Indenture granted, for enforcing Performance of the said Covenants and Agreements, and from all Actions, Suits, Costs, Damages, and Expences for or in respect of the same, or any of them; any thing in the said Indenture of Appointment and Bargain and Sale to the contrary thereof contained in anywise notwithstanding.

Treasurer's Receipts Discharge to Purchasers.

X. And be it further enacted, That the Receipt or Receipts in Writing of the Treasurers for the Time being of the said *Caledonian Asylum* for the Monies for which the said Messuage and Chapel, or either of them, shall be sold by the *Caledonian Asylum*, under the Provisions herein-before contained, or for any other Money payable to them by virtue of this Act, shall effectually discharge the Person or Persons, Body or Bodies Politic or Corporate respectively paying the same, whether for the absolute Purchase of the said Messuage and Chapel, or either of them, or as a Rent to be reserved on any Lease of the said Messuage and Chapel, or either of them, under the Power herein-before for that Purpose contained, from being answerable or accountable for the Misapplication or Non-application thereof, or from being obliged or concerned to see to the Application thereof.

Money to be applied for the Asylum.

XI. And be it further enacted, That the Treasurers for the Time being, of the *Caledonian Asylum*, shall apply the said Monies payable to them by virtue of this Act, and all Monies to arise from the Rent or Rents to be received on any Lease or Leases for the said Messuage and Chapel, or either of them, to the same Ends and Purposes, and in the same Manner, to and in which all Sums which may be paid, given, devised, or bequeathed, to the Ends and Purposes mentioned in the herein-before recited Act of the Fifty-fifth Year of the Reign of



of His late Majesty King *George* the Third, are by the same Act directed to be applied.

XII. And be it further enacted, That the same Persons who by the herein-before recited Act of the Fifty-fifth Year of the Reign of His late Majesty King *George* the Third are authorized to transact and manage the Affairs of the *Caledonian Asylum*, are hereby authorized to carry this Act into Effect, and to transact and manage all Business necessary to be done for that Purpose, so far as the same concerns the *Caledonian Asylum*, or their Successors, in the same Manner as if all the Provisions contained in this Act had been originally inserted in and been Part of the herein-before recited Act.

Asylum to  
carry Act into  
effect.

XIII. And whereas the said *James Hamilton* is now at *Columbia*, in *South America*, and his Consent to this Act hath not yet been proved, be it therefore enacted, That this Act shall not, nor shall any thing herein contained, be construed, deemed, or taken to affect, be conclusive upon, or in any Manner to bind the said *James Hamilton*, unless and until the said *James Hamilton* shall signify his Consent to this Act, by Writing under his Hand, and attested by One or more credible Witness or Witnesses, which Writing shall be enrolled in the High Court of Chancery, within Two Years from the Date of the same, and such Consent may be given in the Form or to the Effect following; (that is to say),

Consent of  
J. Hamilton  
necessary.

‘ I *James Hamilton* do hereby consent to an Act of Parliament  
‘ passed in the Third Year of the Reign of His Majesty King  
‘ *George* the Fourth, intituled [*here set forth the Title of this Act*]  
‘ so far as the said Act can or may affect or concern me or any Per-  
‘ son or Persons claiming or to claim by, from, or under me. Given  
‘ under my Hand this                      Day of                      , in the Year  
‘ of our Lord One thousand eight hundred and twenty                      .’

XIV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Persons and Person, Bodies Politic and Corporate, his and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Richard Thompson*, his Heirs, Executors, and Administrators, the *Caledonian Asylum*, the said *Sir Archibald Macdonald*, *Sir George Beckwith*, Lieutenant-Colonel *David Stewart*, *Simon MacGillivray*, and *James Hamilton*, their and his Heirs, and the Subscribers of the *Gaelic Chapel*, and all and every other Persons and Person, having or claiming, or who may have or claim any Estate, Right, Title, Trust, or Benefit, under or by virtue of the said recited Indenture of Bargain and Sale, or any of them), all such Estate, Right, Title, Interest, of, in, to, or out of the said Mansion-House, Lands, Tenements, and Hereditaments hereby authorized to be let or sold, conveyed, surrendered, and assured as aforesaid, as they, every, or any of them had before the passing of this Act, or would or could or might have had or enjoyed or been entitled to had this Act not been passed.

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3° GEORGII IV. *Cap.* cxiv.

Public Act.

XV. And be it further 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, without being specially pleaded.

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