



ANNO TERTIO & QUARTO

VICTORIÆ REGINÆ.

Cap. xcvi.

An Act for granting certain Powers to the *British*
Iron Company. [3d *July* 1840.]

WHEREAS a Number of Persons some Time since formed themselves into a Company or Copartnership, under the Style or Title of "*The British Iron Company,*" for the Purpose of working Iron Mines in *Great Britain,* and for smelting, manufacturing, or otherwise preparing for Sale and for selling and disposing of the Ores and Metals to be obtained and raised from such Mines: 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, bearing Date the Twenty-eighth Day of *April* in the Year of our Lord One thousand eight hundred and twenty-five, and made between *Edmund Taylor* of No. 9, *Devonshire Square, Bishopsgate Street,* Gentleman, *Robert Ogg* of *Contentment Row, Hoxton,* in the County of *Middlesex,* Gentleman, and *William Marten* of No. 7, *Camden Row, Peckham,* in the County of *Surrey,* Gentleman, of the one Part, and the several other Persons whose Names and Seals are thereunto subscribed and affixed of the other Part, purporting to be the Deed of Settlement of the said *British Iron Company,* as such Rules, Regulations, and Provisions,

[*Local.*]

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visions,

visions, or some of them, have since been varied or altered by Resolutions of the said Company made in pursuance of Powers for that Purpose contained in the said Deed of Settlement, and which Resolutions have been endorsed thereon or subjoined thereto: And whereas the Capital or Joint Stock of the said Company consists of the Sum of Two million Pounds divided into Twenty thousand Shares of One hundred Pounds, of which Capital the Sum of One million Pounds (with the Exception of the Sum of Forty-four thousand seven hundred and ninety-five Pounds, being the Arrears of One thousand one hundred and sixty-one Shares), hath been actually paid up by the Proprietors of Shares in the said Company: 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 whereas 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 Directors thereof for the Time being, or any One Proprietor of the said Company: And whereas it would be convenient 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 of one of the Directors thereof for the Time being, or of any One Proprietor of the said Company: And whereas it is desirable that Powers should be granted to the Trustees of the said Company, 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 *British* Iron Company," and all Actions, Suits, and other Proceedings whatsoever at Law or in Equity, 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 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, and liable to be made bankrupt by the Laws now or at any Time hereafter 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

Company
may sue and
be sued in
the Name of
the Secretary
or any Direc-
tor of the
Company.

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 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, made, executed, instituted, presented, and prosecuted or carried on in the Name of the Person who shall be the Secretary of the said Company at the Time when any such Action, Suit, or Proceeding shall be commenced or instituted, or such Petition presented, or in the Name of any One Director for the Time being of the said Company, or in the Name of any One Proprietor 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, may be commenced, instituted, and prosecuted against the Secretary for the Time being, or against any One Director for the Time being of the said Company, or against any One Proprietor for the Time being of the said Company, as the nominal Defendant, Respondent, or Defender in such last-mentioned Actions, Suits, or Proceedings for or on behalf of the said Company; and the Death, Resignation, or Removal, or any other Act of such Secretary or Director or Proprietor, shall not abate or prejudice 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 such Secretary or Director or Proprietor, notwithstanding the Death, Resignation, or Removal, or any other Act of such Secretary or Director or Proprietor, or in the Name of any other Secretary or Director for the Time being of the said Company, or of any other Proprietor of the said Company.

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 Director or Proprietor 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,

Indictment
may be
brought in
the Name of
the Company.

or

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 *British Iron 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 *British Iron 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 such Indictment, Information, or other Proceeding shall be preferred were inserted or used in such Indictment, Information, or other Proceeding or Proceedings consequent or attendant thereon.

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

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 or Proprietors 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 Director or Proprietor, 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.

One Action only to be brought upon One Cause.

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 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 in respect

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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, or alleged Cause of Action or Suit, shall have been finally determined in any Action or Suit, then and in such Case the Proceedings in such previous Action or Suit may be pleaded in Bar of any other or subsequent Action or Suit, or Actions or Suits, against the Secretary or against any other Director or Proprietor of the said Company for the same Demand; 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 Action or Suit previously commenced or prosecuted by the Secretary or any Director or any Proprietor 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 Director or Proprietor of the said Company.

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, Complainer, 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.

Secretary
being
Plaintiff or
Defendant
may be a
Witness.

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 Directors for the Time being, or any Proprietor of the said Company, 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

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

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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, or of any such Proprietor of the said Company 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, or any such Proprietor of the said Company, 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 be issued against any Member of the Company.

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 Director for the Time being, or any Proprietor 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, or Neglect of the Party suing out such Execution or Diligence, ineffectual for obtaining Payment of and Satisfaction for the Sum or Sums sought to be recovered, 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 and Satisfaction for the Sum or Sums sought to be recovered thereby, it shall be lawful for the Party or Parties who shall have obtained Judgment or Decree against the Secretary, or any Director for the Time being, or any Proprietor of the said Company, 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 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 Proceedings 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,

No greater Sum to be recovered in Actions than

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 Director or Proprietor 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 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.

could have been recovered if Act had not passed.

Secretary or Director against whom Judgment obtained to be indemnified for what he may be compelled to pay out of the Funds and Property of the Company.

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 shall have an easy and expeditious Mode of recovering all such Costs, Charges, Losses, 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 or by means of the Estates, Funds, or Property of the said Company, all such Monies, Costs, Charges, Losses, 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 levy, raise, and pay what such Proprietor or past Proprietor may have been compelled

Remedy for Proprietors if Execution issued against them.

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 Officer of the Court out of which such Execution or Diligence shall issue; and in case such Proprietor or past Proprietor should not, by the Means aforesaid, be fully paid all such Monies, Interest, Charges, Losses, and Expences, that it shall be lawful for such Proprietor or past Proprietor, his Executors or Administrators, to divide such Monies, Interest, Costs, Charges, Losses, or 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 Shares as the Capital of the said Company shall at that Time be considered as divided into (not including 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 Shares, 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 or her due and fair Proportion (such Proportion having been ascertained and fixed as last aforesaid) of such Monies, Costs, and Charges, 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 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 Court of Conscience, or any Court of Requests or other Court for Recovery of Debts or Demands.

Further
Remedy in
favour of
Proprietors
against whom
Execution
shall issue in
case of Bank-
ruptcy, &c.
of Co-pro-
prieters.

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 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 Executors or Administrators, be prevented from receiving, obtaining, or recovering any Share or Proportion, Shares or Proportions of the Monies, Costs, Charges, or Expences which he 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 Executors or Administrators, to again divide the Amount of all such Monies, Costs, Charges, and Expences as shall not have been received, obtained, or recovered by him or them into as many equal Parts or Shares as there shall be

Shares into which the Capital of the said Company shall at that Time be considered as divided, not including 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 and Executors and Administrators of Proprietors of Shares 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 or she or they shall hold or be entitled to in the said Company, upon Demand, pay One or more such last-mentioned Parts or Shares of the Amount of the said Monies, Costs, Charges, and Expences so ascertained as before mentioned to the Proprietor or past Proprietor against whom such Execution or Diligence shall have issued, his Executors or Administrators, and in default of Payment of such Proprietor or past Proprietor, his Executors or Administrators, shall have and be entitled to the same Remedies in all respects for the Recovery thereof as under the Provisions herein-before mentioned such Proprietor or past Proprietor, his Executors or Administrators, will have or be entitled to in respect of the original Proportions of such Monies, Costs, Charges, and Expences; and in the event of any Share or Proportion, Shares or Proportions of the said Monies, Costs, Charges, and Expences remaining unpaid, unsatisfied, and not reimbursed to such Proprietor or past Proprietor against whom such Execution or Diligence shall have issued, his Executors or Administrators, by reason of any such Bankruptcy, Insolvency, or other Cause as aforesaid, such Proprietor or past Proprietor, his 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 Proprietors against whom such Execution or Diligence shall have issued, his Executors or Administrators, shall in the end, if a past Proprietor, have received and fully reimbursed the whole of the said Monies, Costs, Charges, and Expences, and if a then Proprietor, the whole, excepting the Portions so ascertained as before mentioned, appertaining to the Shares held by him.

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 in respect of any Debt or Demand owing by or from or on account of, 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 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 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

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

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Money,

Money, Damages, Costs, Charges, or Expences, then and in every such Case such Proprietor or past Proprietor 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, 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 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 or under or by virtue of any other Powers given under this Act.

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.

XI. And be it enacted, That a Memorial of the Names, Residences, and Descriptions of the Secretary, and of the several 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 Years 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 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 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 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 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 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 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 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 or Persons who shall have been admitted a new Proprietor or Proprietors of the said Company, or to memorialize the Names of any Two or more of the above Class of Persons, the Name, Residence, and Description, or 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.

XII. Provided always, and be it enacted, That until the first Memorial shall have been duly enrolled in manner by this Act directed, 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 a Director or Directors, or a Proprietor or Proprietors of the said Company, shall have been enrolled as herein-before mentioned, the Persons whose Names shall appear in the last Memorial which shall have been made as herein-before 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 a Director, or a Proprietor or Proprietors of the said Company.

Actions not to be brought until Memorial shall be enrolled.

XIII. And be it enacted, 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, 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 Directors of the said Company.

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

XIV. And whereas by reason of the great Number of Members or Proprietors of Shares in the said Company it will be attended with great Difficulty and Expence in the event of any Sale or Sales of any Part or Parts of any Freehold, Copyhold, or Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments which have been or may hereafter be purchased by or on behalf of the said Company, but which shall not be required for the Purposes thereof, to perfect the Title thereto, and to make a good, valid, and effectual Conveyance,
Assignment,

Power for the Company to sell Property not wanted for Purposes of the Company.

Assignment, Lease, and Disposition thereof to the Purchaser or Purchasers thereof; and it is therefore expedient, and for the Benefit and Advantage of the said Company, that the Trustees or Trustee for the Time being of the said Company should have and be invested with such Powers and Authorities as herein-after contained; be it therefore enacted, That it shall and may be lawful to and 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 of or belonging to the said Company shall for the Time being be vested in Trust for and for the Benefit of the said Company, and they and he are and is hereby authorized and empowered, by and with the Direction and 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, from Time to Time to make Sale and absolutely dispose of all or any Parts or Part of such Freehold, Copyhold, and Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments of or belonging to or so held in Trust for the said Company, and which shall not be required for the Purposes of the said Company, and all the Estate and Interest of the said Company therein respectively, either by public Auction or private Contract, for such Price or Prices in Money or otherwise, and in such Manner, as the major Part of the Directors present at such Meeting as aforesaid shall think proper.

Power for
Trustees to
borrow
Money by
Mortgage.

XV. And be it enacted, That it shall and may be lawful for the Trustees or Trustee for the Time being of the said Company, in whom any such Freehold, Copyhold, or Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments as aforesaid shall be vested in Trust for the said Company as aforesaid, 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 on account and for the Purposes of 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.

Upon the Re-
quest of the
major Part
of the Direc-
tors the Trus-
tees to convey
or mortgage
the Property.

XVI. And for the Purpose of facilitating such Sales 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 and may 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 sold or disposed of, or mortgaged, as herein-before mentioned, shall be vested or held in Trust for and for the Benefit of the
said

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, 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, and Messuages, Lands, Tenements, and Hereditaments respectively, which shall be so contracted and agreed to be sold or disposed of, or mortgaged as aforesaid, unto or to the Use of the Person or Persons who shall agree to become the Purchaser or Purchasers, 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 Sale or 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 sold and conveyed, assigned and transferred, granted and demised as aforesaid, either as Members or Member of or in Trust for the said Company, and the Purchaser or Purchasers, Mortgagee or Mortgagees, his or their Heirs, Executors, Administrators, or Assigns, 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 Sale or 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.

XVII. 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 Sale or Mortgage as herein-before mentioned shall be made or granted, shall from Time to Time be good and effectual Discharges to the Purchaser or Purchasers, Mortgagee or Mortgagees, Lessee for Lessees of all or any of the said Trust Premises, for such Sum or Sums of Money, whether Purchase or Mortgage Money, as shall therein be expressed to have been received, and that such Purchaser or Purchasers, Mortgagee or Mortgagees, shall not be bound to see to the

Trustees Receipts to be Discharges.

[Local]

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Application

Application of such Monies, nor be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof.

Covenants entered into by the Trustees to be binding on the Proprietors.

XVIII. 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 *bond fide* entered into or executed, for or on the Part or Behalf, or for the Benefit or in furtherance of the Objects of the *British Iron Company*, by the said *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson*, the present Trustees of the said Company, or by 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 *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson*, 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 they the said *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson*, or either of them, 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,

nant, 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 any One of the Directors or Secretary or Proprietors 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 Director or Secretary or Proprietor, 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 any One of the Directors or Secretary or Proprietors thereof, but not to any further or other Remedy whatsoever.

XIX. And be it enacted, That in case any Fiat or Commission of Bankruptcy 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 Directors for the Time being, or for the Secretary or any Proprietor of the Company, to appear to 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 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, or Insolvency, and any such Director, or such Secretary or Proprietor, shall in all such Cases be admitted and allowed to make Proof or tender a Claim under any such Fiat, Commission, or Insolvency, on behalf of the said Company, in respect of any such Debt, 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, or Insolvency.

Mode of
Proof, &c. by
Company in
Cases of
Bankruptcy
or Insolvency.

XX. And be it further enacted, That it shall be lawful for any Two or more of the 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 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 in any Foreign Country or Countries, for the Purpose of recovering or compelling Payment or Delivery of any 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.

Power for
Directors to
execute
Powers of
Attorney to
recover
Foreign
Debts.

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.

Secretary or any Director of the Company may grant Releases to Witnesses.

XXI. 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, it shall be lawful for the Secretary for the Time being of the said Company, or any Director thereof, in his own Name, for or on behalf of the said Company, 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 as aforesaid, and also to do any other Act, Matter, or Thing in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings which any Plaintiff or Defendant may do in any Action, Suit, or Prosecution, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing respectively 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.

Service of Notice on the Company.

XXII. And be it enacted, That in all Cases wherein it may be necessary for any Person 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 Director for the Time being of the said Company, either personally or by leaving the same at the principal Office of the said Company in *London*, shall be deemed good and sufficient Service of the same respectively on the said Company.

Service of Notice by the Company.

XXIII. 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 Director for the Time being of the Company.

Act to apply to the Present and

XXIV. And be it enacted, That this Act and the Provisions herein contained shall extend and be construed to extend to the said Company

Company called "The *British Iron 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.

future Mem-
bers of the
Company.

XXV. Provided always, 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 Proprietors or other Holders of Shares in the said Company, 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 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 in any other Manner whatsoever.

Not to ex-
tend to in-
corporate
the Com-
pany.

XXVI. And whereas various Actions and Suits and other Proceedings at Law and in Equity have been brought and instituted in respect of or in relation to Three several Contracts bearing Date respectively the Tenth Day of *June* One thousand eight hundred and twenty-five, the First Day of *October* One thousand eight hundred and twenty-five, and the Fourth Day of *November* One thousand eight hundred and twenty-five, and all of them purporting to be made between *John Attwood*, formerly of *Corngreaves* in the County of *Stafford*, and now of *Hylands* in the County of *Essex*, Esquire, of the one Part, and the said *John Taylor*, *James Henry Shears*, and *Robert Small*, of the other Part, and some of such Actions or Suits are now pending and undetermined, and other Actions or Suits may hereafter be brought and instituted in respect of or in relation to the same Contracts, or some or one of them, or in respect of some Matter arising out of the same; be it therefore enacted, That nothing herein contained shall extend or be construed to extend either to prejudice or validate or in any Manner affect the said several Contracts last mentioned, or any or either of them, or any Liability or Right or Cause of Action or Suit, or other Claim or Demand, arising out of or consequent upon the same Contracts respectively, or any Action, Suit, or other Proceeding either at Law or in Equity already instituted and pending, or hereafter to be instituted or pending in respect thereof or in relation thereto, or to qualify any Person or Persons to give Evidence in any such Action, Suit, or other Proceeding whose Evidence would not have been admissible if this Act had not been passed, but that as to each and every of such Contracts, and every Matter and Thing arising thereout or consequential thereupon, the same Remedies, Rights, and Powers of suing and being sued, and all other Rights, Remedies, and Powers,

Act not to
extend to
Contracts
with *John
Attwood*,
Esq.

[*Local.*]

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shall

shall be exercised and shall exist in full Force as were exercised and existed or as might have been exercised prior to the passing of this Act, and in such and the same Manner, and to the same Extent, in all respects, and to all Intents and Purposes, as if this Act had not been passed; and further, that notwithstanding any Sale, Mortgage, Conveyance, Act, Deed, Matter, or Thing by this Act directed or authorized to be made, executed, or done, and any Enactments, Provisions, Matter, or Thing in this Act contained, the said *John Attwood*, his Executors, Administrators, and Assigns, shall have the same Rights, Powers, and Remedies 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 Heirs, Executors, Administrators, and Assigns, and their several Estates and Property respectively (if any), as he or they would have had or as might have existed if this Act had never been passed.

Providing for Cases where Members of the Company may have paid Money in consequence of those Contracts.

XXVII. Provided also, and be it further enacted, That if at any Time after the passing of this Act the said *John Taylor*, *Robert Small*, and *James Henry Shears*, or any or either of them, or any Person or Persons whatsoever who is or are or have or has been, or who shall or may be at any Time hereafter, a Member or Members of the said Company, or who is, are, or shall be the Representatives of any such deceased Member or Members, shall be adjudged or decreed to pay or contribute, or shall have *bonâ fide* paid or contributed to the Payment of any Sum or Sums of Money, Costs, Charges, Damages, or Expences, under or by virtue or in consequence of the said several Contracts with the said *John Attwood* or any of them, or under or by virtue or in consequence of any Action or Suit at Law or in Equity relating thereto respectively, or in anywise in connexion with such several Contracts or any of them, then and in every such Case, as between such several Persons so adjudged or decreed to pay or contribute, or so paying or contributing to the Payment of such Sums of Money, Costs, Charges, Damages, or Expences, and every other Member of the said Company, past, present, or future, or the Representatives of any such deceased Member as aforesaid, such several Persons so adjudged or decreed to pay or contribute, or so paying or contributing to the Payment of such Sum or Sums of Money, Costs, Charges, Damages, or Expences, shall and may in respect thereof respectively, and according to the Circumstances of each Case, have and be entitled to exercise all and every the Rights of suing, and all and every other the Rights, Powers, and Remedies given and conferred, or arising under or by virtue of this Act, in such and the same Manner, to all Intents and Purposes, as he, she, or they might and could have done in respect of any other Sum of Money paid by him, her, or them for or on account or for the Benefit of the said Company.

Expences of Act how to be paid.

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.

XXIX. And

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 one 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. 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.

Public Act.

The SCHEDULE referred to by the foregoing Act.

MEMORIAL made the _____ Day of _____ 18 _____ of the Names of the present Directors, Secretary, and Proprietors of "The British Iron Company," enrolled pursuant to an Act of Parliament passed in the _____ Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

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

I A.B. of _____ in the County of _____ one of the 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 Directors and Secretary and of all the present Proprietors of the said Company 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 before me, X.Y. Master }
or Master Extraordinary in Chancery. }

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

MEMORIAL made the _____ Day of _____ 18 _____ of the Names [*or Name*] of the new Directors [*or Director*] [*or of the new Secretary*] of "The British Iron 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 _____ Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

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

I A.B. of _____ in the County of _____ one of the Directors [*or the Secretary*] of the said Company, do solemnly and sincerely declare, That the above-written Memorial contains the Names of the new Directors [*or Name of the new Director or Secretary*] of the said Company, and of the Persons [*or Person*] in whose Places [*or Place*] they have been [*or he has been*] appointed,

pointed, 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, &c.

N.B. The last Memorial as to new Directors [or to a new Director or Secretary] was enrolled on the Day of .

In case of Persons ceasing to be Proprietors.

MEMORIAL made the Day of 18 of the Names of the Persons who have ceased or discontinued to hold any Share or Shares in "The British Iron Company" since the Day of 18 being the Date of the Memorial last registered respecting Persons ceasing to be Proprietors of the said Company, enrolled pursuant to an Act of Parliament passed in the Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

G.H. of

J.K. of

L.M. of

I A.B. of in the County of one of the 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 18 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, &c.

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 18 of the Names of the Persons who have become new Proprietors of "The British Iron Company" since the Day of 18 being the Date of the Memorial last registered respecting new Proprietors of the said Company, enrolled pursuant to an Act of Parliament passed in the Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

J.K. of

L.M. of

N.O. of

}
}

I A.B. of in the County of one of the Directors [or the Secretary] of the said Company, do solemnly and
[Local.] 25 E and

3^o & 4^o VICTORIÆ, Cap. xcvi.

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 18 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, &c.

N.B. The last Memorial as to new Proprietors was enrolled on the Day of 18 .

In case of several Changes at the same Time.

MEMORIAL made the Day of 18 of the Names of the new Directors of "The British Iron 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 Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

Names of the new Directors, and of the Persons in whose Place they have been appointed.

<p>A.B. of C.D. of E.F. of</p>	}	<p>Directors in the Place of</p>	{	<p>B.A. D.C. F.E.</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.

Names of the Persons who have ceased to be Proprietors.

N.O. of
P.Q. of

Names of new Proprietors.

R.S. of
T.V. of

I A.B. of in the County of one of the Directors [*or*, the Secretary] of the said Company, do solemnly and sincerely declare, That the above-written Memorial contains the Names of the new 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

said Company, as the same respectively 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, &c.

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

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