



ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

Cap. cvii.

An Act to enable the *Glasgow* Marine Insurance Company to sue and be sued; and for other Purposes relating to the said Company.

[22d *August* 1843.]

WHEREAS a Number of Persons some Time since formed themselves into a Company or Society under the Style or Title of the "*Glasgow* Marine Insurance Company," and subscribed or raised considerable Sums of Money for the Purpose of carrying on the Business of Insurance Broking, Marine Underwriting, and of effecting Insurances on Ships or Vessels at Sea or going to Sea, Goods and Merchandize, and other Things on board thereof, and otherwise generally as is customary and legal against the several Dangers and Perils of the Seas, or connected therewith: And whereas the Affairs and Concerns of the said Company have heretofore been carried on and conducted and managed under and subject to the Rules, Regulations, and Provisions contained in a certain Contract of Copartnery bearing Date the Nineteenth Day of *March* Eighteen hundred and thirty-nine, and subsequent Dates, whereby certain Office-bearers, Copartners of the said Company, are appointed Trustees for the Purpose of holding the Investitures of the Funds and Property of the said Company, but subject to the Provisions therein mentioned: And whereas by reason of the Number of Co-

[*Local.*]

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partners

Company
may sue and
be sued, &c.
in the Name
of the Ma-
nager or of
any Director.

Affidavits,
Claims, Ac-
tions &c. may
be in the
Name of the
Manager,
or of a Di-
rector.

Death, &c.
of Officer
suing not to
abate Suit.

partners in the said Company Difficulties have arisen and may hereafter arise in legal Proceedings by or against the same; and it is expedient that the said Company should be rendered capable of suing and being sued in the Name of some One Individual as a nominal Party to such legal Proceedings: And whereas it is desirable that Powers should be granted to the Directors or Trustees of the said Company to the Effect herein-after mentioned; but these Purposes 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 in all Actions, Suits, and other legal Proceedings, other than Proceedings of a criminal Nature, and in all Proceedings in Bankruptcy, whether by way of Petition, Fiat, or by Sequestration or Commission, or otherwise, and in all Proceedings in Lunacy or Idiocy to be hereafter instituted or prosecuted by or on behalf of the said Company, either alone or jointly with any other Parties, and in all Diligence or other legal Execution, real or personal, at the Instance or on behalf of the said Company, it shall be sufficient to state and to proceed in the Name of the Manager or of One of the Directors for the Time being of the Company as the nominal Plaintiff representing the Company in such Proceedings; and in all Affidavits and Claims for founding any Sequestration in *Scotland*, or Commission of Bankruptcy or Proceedings in Insolvency in *England* or elsewhere, and in all Affidavits and Claims for ranking or proving Debts under such Sequestrations or Commissions of Bankruptcy or Proceedings in Insolvency, it shall be sufficient if the same are in the Name of or made by the Manager or One of the Directors of the Company as the nominal Creditor or Claimant on behalf of the said Company, and generally in all such Matters of Bankruptcy and Insolvency, and at all Meetings therein, the Manager or Director of the Company shall be entitled to act for the Company, as also to grant and execute Mandates, Certificates, Discharges, and all other necessary Writings and Documents in relation thereto; and that in all Actions, Suits, and other legal Proceedings to be hereafter instituted or prosecuted against the Company, either alone or jointly with any other necessary Parties, it shall be sufficient to state the Name of the Manager or some One of the Directors for the Time being of the Company, or in the event of there being no Manager or Director of the Company, then to state the Name of some One of the Shareholders, as the nominal Defendant representing the Company in such Proceedings: Provided always, that any Party suing the Company may, if he think fit, join any Shareholders of the Company or Persons who have been Shareholders of the Company, and are alleged to be interested in such Suit, together with such nominal Party, as Defendants in Equity for the Purpose of Discovery, or in case of Fraud.

II. And be it enacted, That the Death, Resignation, or Removal of any such nominal Party shall not abate or prejudice any such Action, Suit, Petition, Diligence, or other legal Proceeding by or on behalf

behalf of or against the Company, but the same may be continued, prosecuted, and carried on in the Name of any other Manager or Director of the Company for the Time being, or, in the event of there being no Manager or Director, then in the Name of any Shareholder of the Company.

III. And be it enacted, That no Action, Suit, or other Proceeding by or against the said Company shall be in anywise defeated or frustrated by reason of the Plaintiff or Defendant therein being a Shareholder or former Shareholder of the Company; but any such Shareholder, either alone or jointly with another Person, as against the Company, or the Company as against any such Shareholder, either alone or jointly with any other Person, shall have the same Action, Suits, Defence, Proceedings, and Remedy in respect of any Cause of Action whatever which such Shareholder or Company might have had if such Cause of Action, Suit, Defence, or Proceeding or Remedy had arisen with a Person not a Shareholder of the said Company.

Actions by
or against
Shareholders.

IV. Provided always, and be it enacted, That where any such Actions, Suits, or other legal Proceedings are instituted or adopted against One or more Shareholders on account of any Debt due or Matter or Thing done by the Company, Notice in Writing shall be given by or on behalf of the Plaintiffs in such Proceedings to the Company, or to the Manager or the Directors thereof for the Time, of the Institution of such Proceedings; and such Notice shall specify the Name and Residence of the Plaintiff, and of the Shareholder or Shareholders against whom such Proceedings are directed, and the Sum claimed or due; or the Nature of the Demand made and sought to be made effectual; and in case of any Trial to be had in the course of such Action, Suits, or other Proceedings, due Notice in Writing of such Trial shall be given, by or on behalf of such Plaintiffs, not only to such Shareholder or Shareholders, but also to the Company, or the Manager or Directors thereof for the Time, and failing such Notice all such Actions, Suits, or other legal Proceedings shall be void.

In case Ac-
tion brought
against
Shareholder
Notice to be
given to the
Company.

V. And be it enacted, That the Proceedings in any Action or Suit by or against any such nominal Party as aforesaid, in which the Merits in respect of the Demand thereby sought to be enforced shall have been tried and determined, may be pleaded in bar of any other Action or Suit for the same Demand by or against the Company or any other such nominal Party as aforesaid.

Plea in bar
of former
Suit.

VI. And be it enacted, That the Manager of the Company shall not, by reason of his being such nominal Party in any Action or other Proceeding instituted or prosecuted under the Authority of this Act, be incapacitated from being a Witness in any such Action or other Proceeding if in other respects admissible.

Officer suing
not incapa-
citated as a
Witness.

VII. And be it enacted, That the Bankruptcy, Insolvency, or stopping Payment of such nominal Party, or of any Shareholder of the Company in his individual Capacity, shall not be construed to be

Bankruptcy
of Officer
suing not to
affect Suit.

be the Bankruptcy, Insolvency, or stopping Payment of the Company, nor shall in any way abate or prejudice any such Action, Suit, or other Proceeding as aforesaid; and, notwithstanding such Bankruptcy, Insolvency, or stopping Payment, such Action, Suit, or other Proceeding may be continued in the Name of such nominal Party, and the Property and Effects of the Company shall in all respects be liable, in the same Manner as if such Bankruptcy, Insolvency, or stopping Payment had not taken place.

Judgments,
&c. in Suits
at Instance
of nominal
Party to be
as effectual
as if in Name
of all Share-
holders.

VIII. And be it enacted, That every Judgment, Decree, or Order of any Court of Justice in any Proceeding at the Suit or Instance of any such nominal Pursuer shall be of as great Force and Effect, and as available to all Intents and Purposes, as if the said Judgment, Decree, or Order had been made or pronounced in a Proceeding at the Instance of the Company and of every individual Shareholder thereof by Name.

Decree or
Judgment to
be enforced
against Com-
pany and
Shareholders.

IX. And be it enacted, That every Judgment, Decree, or Order of any Court of Justice in any Proceeding against any such nominal Party as aforesaid may be lawfully executed against, and shall have the like Effect as to the Estates, Funds, and Property of the Company, and as to the Person, Estate, Funds, and Property of every Shareholder thereof, as if the said Company and every individual Shareholder had been by Name a Party to such Proceedings.

Execution
against for-
mer Share-
holders.

X. And be it enacted, That it shall be lawful for the Plaintiff to cause Execution upon any Judgment, Decree, or Order obtained by him in any such Action, Suit, or Proceeding against any such nominal Party as aforesaid to be issued against all or any of the Shareholders for the Time being of the Company; and if such Execution shall be ineffectual to obtain Satisfaction of the Sums sought to be recovered thereby, then it shall be lawful for him to cause Execution to be issued against any Person who was a Shareholder of the Company at the Time the Contract was entered into or the Cause of Action took place upon which such Action or Suit shall have been instituted; but no such Execution against any Person having ceased to be a Shareholder shall be issued without Leave first granted by the Court in which such Judgment, Decree, or Order shall have been obtained upon Motion in open Court, and after Notice of such Motion given to the Person sought to be charged: Provided always, that no Person, having ceased to be a Shareholder of the Company, shall be liable for the Payment of any Debt for which any such Judgment, Decree, or Order shall have been so obtained for which he would not have been liable as a Partner in case a Suit had been originally brought against him for the same; nor shall this Act be deemed to enable any Party to a Suit to recover from any individual Shareholder of the Company, or any other Person whomsoever, any other or greater Sum than might have been recovered if this Act had not been passed.

Extent of
Liability of
former
Shareholders.

Reimburse-
ment of in-
dividual
Shareholders.

XI. And be it enacted, That every Person against whom any such Execution shall have been issued shall be reimbursed out of the Funds or Property of the Company for all Monies paid, and for all

Damages,

Damages, Costs, and Expences incurred by him by reason of such Execution, or of the Action or Suit in which the same shall have issued, or, in default of such Relief, Indemnification, or Reimbursement, by Contribution from the other Shareholders of the Company.

XII. And be it enacted, That if any such Execution be issued against any present or former Shareholder of the Company, under any Suit or other legal Proceeding in which the Company have had Notice as aforesaid, and if within Fourteen Days next after the levying of such Execution he be not reimbursed, on Demand, out of the Funds or Property of the Company, all such Monies, Damages, Costs, and Expences as he shall have paid or incurred in consequence of such Execution, it shall be lawful for such Shareholder, or his Executors or Administrators or Successors, to sue out new or further Execution against the Estates, Funds, and Property of the Company upon the Judgment or Decree on which Execution may have been issued against him, and thereby raise and pay what he may have been compelled to pay by means of such original Execution, together with Interest thereon; and his Costs, Damages, and Expences in that Behalf sustained, the Amount whereof shall be ascertained and certified by the proper Officer of the Court out of which such Execution shall issue, or to raise and insist in such further or other Action against the Company, and use such Diligence and Proceedings against the Estates, Funds, and Property thereof, as may be necessary for reimbursing him of the whole of the said Costs, Damages, Expences, and Interest out of the said Estates, Funds, and Property.

Individuals paying under Execution to recover against the Company.

XIII. And be it enacted, That if such Shareholder be not by the Means aforesaid fully paid all such Monies, with Interest, Damages, Costs, and Expences as he shall have paid or incurred by reason of any such Execution, it shall be lawful for him, his Executors, Administrators, or Successors, to divide the Amount thereof, or so much thereof as he shall not have been reimbursed, into as many equal Parts as there shall then be Shares in the Capital of the Company (not including Shares then under Forfeiture); and every Shareholder for the Time being of the Company, and the Executors, Administrators, or Successors of every deceased Shareholder, whose Share or Shares shall not have been transferred to some other Party, shall, in proportion to the Number of Shares which they may hold in the Company, pay One or more of such Parts, upon Demand, to the Shareholder against whom such Execution shall have been issued, or to his Executors, Administrators, or Successors; and upon Neglect or Refusal so to pay it shall be lawful for such Shareholder, his Executors, Administrators, or Successors, to sue for and recover the same against the Shareholder, or the Executors or Administrators of any Shareholder, who shall so neglect or refuse as aforesaid, in any Court having Jurisdiction in respect of such Demand.

Contributions to be recovered from other Shareholders.

XIV. And be it enacted, That if the Shareholder or former Shareholder against whom any such Execution shall have issued, his

Further Remedy in case of Bank-

[Local.]

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ruptcy of Co-
Shareholders.

his Executors, Administrators, or Successors, shall, by reason of the Bankruptcy or Insolvency of any Shareholder, or from any other Cause, but without any Neglect or wilful Default on his own Part, be prevented from recovering any Proportion of the Monies, Costs, or Expences which he shall have so paid, it shall be lawful for him, his Executors, Administrators, or Successors, again to divide the Amount of all such Monies, Costs, and Expences as shall not have been recovered by him or them into as many equal Parts as there shall then be Shares in the Capital of the said Company (not including the Shares then under Forfeiture), except the Shares in respect of which such Default shall have happened; and every Shareholder for the Time being of the Company, and the Executors, Administrators, or Successors of every deceased Shareholder, whose Share or Shares shall not have been transferred to some other Party, except as aforesaid, shall rateably, according to the Number of Shares which they may hold in the Company, upon Demand, pay One or more of such last-mentioned Parts to the Shareholder against whom such Execution shall have issued, his Executors, Administrators, or Successors; and in default of Payment he or they shall have the same Remedies in all respects for the Recovery thereof as, under the Provisions herein-before mentioned, are given in respect of the original Proportions of such Monies, Damages, Costs, and Expences; and in the event of any Proportion of the said Monies, Damages, Costs, and Expences remaining unpaid by reason of any such Bankruptcy, Insolvency, or other Cause as aforesaid, such Shareholder, his Executors, Administrators, or Successors, shall in like Manner, from Time to Time, and by way of accumulative Remedy, have (*mutatis mutandis*) the same Powers of again dividing and enforcing Payment of the Amount of such Proportion until he or they shall in the End, if a former Shareholder, be fully relieved, indemnified, or reimbursed of the whole of the said Monies, Costs, and Expences, and if a then Shareholder, the whole excepting Portions appertaining to the Share held by him.

Remedy for
Shareholders
who may be
sued other-
wise than
under the
Powers given
by this Act.

XV. Provided also, and be it enacted, That in case any Action, Suit, or other Proceeding in respect of any Demand against the Company shall be instituted or prosecuted against any Shareholder or former Shareholder of the Company in any other Manner than under the Powers and Authorities herein-before given, and in case such Shareholder shall, by virtue of any Judgment or Decree in such Action, Suit, or other Proceeding, or under any Execution to be issued in respect thereof, or otherwise, pay any Sum of Money, Damages, Costs, or Expences, he shall in respect of such last-mentioned Payment be entitled to all such 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 Monies, Damages, Costs, or Expences so paid by him as aforesaid, as are herein-before given in Cases where Execution shall have issued upon any Judgment or Decree obtained in any Action, Suit, or other Proceeding instituted or prosecuted under the Powers given by this Act.

XVI. And with regard to Proceedings of a criminal Nature to be instituted by the Company, be it enacted, That it shall be lawful for the Company, by the Manager or One of the Directors for the Time being of the Company, to prefer and prosecute any Petition, Complaint, Summons, or Indictment, or other criminal Proceedings, against any Person for any Offence already committed or that shall hereafter be committed against the Company, or any Property in which they may be interested, by being Insurers thereon, or otherwise, whether any such Person may be or may have been a Shareholder of the said Company or not; and in any such Proceeding, if the same be for stealing or embezzling the Property of the Company, whether vested in them or in any Person in Trust for them, it shall be sufficient to state in the Indictment or Information that such Property (whether Money, Goods, Chattels, Bills, Notes, Securities, or other Property) is the Property of the "*Glasgow Marine Insurance Company*," or that the said Company has an Interest therein; or if such Proceeding be for Fraud or Forgery, or other Crime or Offence committed against or with Intent to injure or defraud the Company, or that may have the Effect of doing so, then it shall be sufficient to state that the Offence was committed against or with Intent to injure or defraud the "*Glasgow Marine Insurance Company*," or had the Effect of so doing, and thereupon any Offender, whether he be or may have been a Shareholder of the said Company or not, may be lawfully convicted of any such Crime or Offence: Provided always, that in all criminal and penal Prosecutions in that Part of the United Kingdom called *Scotland* such Prosecutions shall only be competent to be raised and proceeded in with the Concourse of the Lord Advocate or other public Prosecutor, in all Cases in which by the Laws of *Scotland* such Concourse is necessary in Prosecutions at the Instance of private Parties.

Criminal Proceedings in the Name of the Company.

XVII. And be it enacted, That within Three Calendar Months after the passing of this Act the Company shall cause to be deposited at the Office of the Principal Sheriff Clerk of the County of *Lanark* at *Glasgow* (where the Head Office of the said Company is situated) a Memorial, verified as herein-after mentioned, of the Names, Residences, and Descriptions of the Directors, Trustees, Manager, and Secretary for the Time being of the Company, and of the Shareholders thereof; and when any new Director, Trustee, Manager, or Secretary shall be appointed, the Company shall, within Three Calendar Months from the happening of such Event, cause to be in like Manner deposited a Memorial of the Name, Residence, and Description of every such new Director, Trustee, Manager, or Secretary, specifying in whose Places they shall respectively have been appointed; and when any Person shall cease to be Shareholders of the Company, or when any other Persons shall be admitted as Shareholders of the Company, the Company shall, within Three Calendar Months from the happening of such Event, cause to be deposited in like Manner a Memorial of the Name, Residence, and Description of every Person so ceasing to be a Shareholder of the Company, and of every Person so admitted to be a Member thereof; and the Sheriff Clerk of the said County for the Time being is hereby authorized and required, upon receiving his customary Fees,

Memorial to be deposited.

Fees, to receive from Time to Time, and to preserve as a Record, the said Memorial or Memorials, and to allow Inspection, or furnish authentic Copies or Extracts thereof, to any one requiring the same.

Several Matters in One Memorial.

XVIII. And be it enacted, That all or any of the Particulars aforesaid may be contained in the same Memorial.

Form of Memorials.

XIX. And be it enacted, That the several Memorials aforesaid shall be in the Form or to the Effect expressed in the Schedule annexed to this Act, and shall be signed by the Manager, Secretary, or One of the Directors of the Company, and shall be verified by a Declaration of such Manager, Secretary, or Director before the Sheriff of the said County of *Lanark*, made as nearly as may be pursuant to the Provisions of an Act passed in the Fifth Year of His late Majesty's Reign, 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; and if any Declaration so made shall be false or untrue in any material Particular, the Person wilfully making such false Declaration shall be guilty of a Misdemeanor.*

5 & 6 W. 4. c. 62.

Evidence of Memorials.

XX. And be it enacted, That an Extract of every such Memorial as aforesaid, under the Hands of the said Sheriff Clerk or his Deputy, shall be received in Evidence as Proof of the Contents of such Memorial, and Proof shall not be required of the Handwriting of the Person authenticating such Extract, nor that he was at the Time such Sheriff Clerk or his Deputy, nor that the Person by whom the Memorial shall purport to be verified was at the Time of such Verification the Manager or Secretary or One of the Directors of the Company; nor shall any Error or clerical Mistake in such Extracts in any way whatever affect the Validity thereof, nor of any Proceedings or Diligence raised or carried on in virtue thereof, unless it can be shown that the same was wilful.

Memorial to be deposited previous to Actions.

XXI. And be it enacted, That until the First Memorial shall have been duly deposited in manner by this Act directed no Action or other Proceeding by or against the Company shall be commenced or prosecuted under the Authority of this Act.

Existing Liabilities to continue till new Memorial.

XXII. And be it enacted, That until the Memorial by this Act required to be deposited, in the event of any Director, Trustee, Manager, or Secretary of the Company ceasing to be such Director, Trustee, Manager, or Secretary, have been deposited, the Persons whose Names shall appear in the then last deposited Memorial, and their legal Representatives, shall be liable to all legal Proceedings under this Act as existing Shareholders of the Company, along with the other Shareholders thereof, and shall be entitled to be reimbursed out of the Funds or Property of the Company for all Losses sustained in consequence thereof.

XXIII. And

XXIII. And be it enacted, That it shall be lawful for the Manager, and any Two or more of the Directors or Trustees of the Company, from Time to Time to sign or seal, or in any Manner execute, Powers of Attorney or other Instruments, thereby empowering any Person to apply for, recover, and receive, and to institute and carry on, Actions, Suits, and Proceedings in or before any Court or Tribunal in any Foreign Country, for the Purpose of recovering or compelling Payment or Delivery of any Sums of Money, Property, or Effects now or hereafter to be belonging or owing to the Company, or to any Person on behalf thereof, and to act in relation to the Company with all such Powers and Authorities as may be necessary or expedient; which said Powers of Attorney and Instruments, and all Things done by virtue thereof, shall be binding on the Company.

Directors or Trustees may execute Powers of Attorney to recover Foreign Debts.

XXIV. And be it enacted, That it shall be lawful for the Manager, and any Two or more of the Directors of the Company, to refer to Arbitration all Differences and Disputes, and also all Suits at Law or in Equity, in which the said Company are interested or may be engaged, and on behalf of the Company to enter into and execute all Contracts or Submissions or other Writings which may be necessary in reference to such Arbitrations; and in all Cases where a Decree Arbitral or Award has been or may be issued in favour of or against the Company the same Powers and Provisions as are hereinbefore provided in respect to the Manager or other Officer of the Company for the Time being entitled to sue and be sued on behalf of the said Company shall be applicable in carrying into effect all such Decrees Arbitral or Awards.

Power to enter into Arbitrations.

XXV. And be it enacted, That in all legal Proceedings under this Act or otherwise, against or by or on behalf of the Company, and in all Arbitrations or other Proceedings relating to the Affairs of the Company, it shall be lawful for the Manager for the Time being of the Company, or any Director thereof, in his own Name, on behalf of the Company, to execute such general or other Releases as may be deemed necessary to qualify any Person to give Evidence as a Witness in any such Proceedings, and also to do any other Act which any Plaintiff or Defendant may do in any Action, Suit, Prosecution, Arbitration, or other Proceeding; and every such Release or Act shall be valid and effectual, and be binding upon the Company.

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

XXVI. And be it enacted, That in all Cases wherein it may be necessary for any Person to serve any Citation, Charge, Notice, Writ, or other Proceeding at Law or in Equity, or otherwise, upon the Company, Service thereof respectively on the Manager, or any Director for the Time being of the Company, either personally or by leaving the same with some Inmate of his Place of Abode, or Service by leaving the same with any of the Clerks or Servants of the Company at the principal Office of the Company in *Glasgow*, shall be deemed good Service of the same on the Company.

Service of Notice on the Company.

Extending
Time for
Company
accepting
Offer of Sale
of Shares.

XXVII. And whereas by Article Ninth of the said Contract of Copartnery or Deed of Constitution it was provided, that in case of a Sale or Conveyance by any of the Partners of the Shares held by them they shall be bound to make Offer of such Share or Shares to the Directors for behoof of the said Company, and which Offer the said Directors are bound to accept or reject within Three lawful Days after the Offer is made to them as aforesaid: And whereas at the public annual Meeting of the Company held at *Glasgow* upon the Fourteenth Day of *May* One thousand eight hundred and forty it was unanimously resolved, that the Time for rejecting or accepting such Shares should be extended from Three Days to Eight Days; be it therefore enacted, That the said Resolution shall be and the same is hereby ratified and confirmed.

Altering of
the Time of
balancing
Books and
General
Meeting.

XXVIII. And whereas by Article Eighteenth of the said Contract of Copartnery or Deed of Constitution it was provided, that the Annual Meeting of the Company should be held on the Second *Thursday* of *May*; and by Article Thirty-second of the said Contract or Deed it was further provided, that the Books of the Company should be balanced annually on the Thirtieth Day of *April*: And whereas at a public Meeting of the Shareholders of the said Company, held at *Glasgow* upon the Thirteenth Day of *May* One thousand eight hundred and forty-one it was unanimously resolved, that the Time of balancing the Books of the Company annually should be altered to the Thirtieth Day of *June*, and that the Time of holding the General Annual Meeting should be altered to the First *Thursday* in *August*; be it therefore enacted, That such Alterations shall be and the same are hereby ratified and confirmed; and in the event of the Day herein mentioned for balancing the Books as aforesaid happening to fall on a *Sunday*, then such Balance shall be made on the *Saturday* immediately preceding.

Power to
Company to
alter such
Days from
Time to Time
on Notice.

XXIX. Provided always, and be it enacted, That it shall be in the Power of the Majority of Shareholders assembled at any annual General Meeting of the Company from Time to Time to alter and change the Days fixed for the Purposes last aforesaid or either of them, and to fix and appoint such other Day or Days for such Purposes, or either of them, as to the Majority of the Shareholders assembled as aforesaid may appear beneficial for the Company, Notice of the Intention to alter and change such Days or either of them being given in One or more Newspaper or Newspapers published in *Glasgow* once a Week for Two Weeks previous to the Meeting at which such Alterations are intended to be made.

Trustees to
be appointed
to hold the
Investitures
of Company.

XXX. And whereas by Article Thirty-fourth of the said Contract of Copartnery or Deed of Constitution it is among other things provided, that all Property belonging to the Company shall stand vested and all Deeds and Securities be taken in Name of a Majority of the Directors of the Company for the Time: And whereas this Provision has been and may be attended with Inconvenience; be it therefore enacted, That the said Provision shall be and the same is hereby rescinded, and the Company shall and they are hereby authorized,

rized, after the passing of this Act, at any General or other Meeting specially called for the Transaction of the Business thereof, from Time to Time to nominate and appoint such Three or more Directors of the Company for the Time being as they may think fit to be Trustees for holding the Property and Investitures of the Company.

XXXI. And whereas for the more easily securing and realizing the Property, Funds, and Securities of the said "*Glasgow Marine Insurance Company*," and providing against the Contingency of the Death, Disability, Removal, Resignation, or Absence of all or any of the Trustees acting for the Time being, and in whom the said Property, Funds, and Securities may be vested, and for the more effectually carrying on the Business of the said Company, and removing Difficulties that have arisen or may hereafter arise in disposing of and recovering the said Property, Funds, and Securities, it is necessary and expedient, and will be for the Benefit and Advantage of the said Company, that the Trustees for the Time being of the said Company should be invested with the Powers and Authorities hereinafter contained; be it enacted, That from and after the passing of this Act all Lands, Tenements, Hereditaments, and other Property, heritable or moveable, real or personal, whether held absolutely or in security, or under Reversion, Debts heritable or moveable, Annuities redeemable or irredeemable, Sums of Money, Government Funds or Stocks, Bank of *England* Stock, and other Stocks and Property, of whatever Nature or Description, and wherever situated, with all Dispositions, Conveyances, Bonds heritable or moveable, Bonds and Dispositions in Security, Assignations, Certificates, Policies, Bills, Promissory Notes, or other Obligations, Writs, Titles, and Securities of or relating to the same in any manner of way, which have heretofore been taken to or vested in the Directors or Trustees for the Time being of the said "*Glasgow Marine Insurance Company*," and to the Survivors or Survivor of them, and the Heirs of the Survivor, or to any other Person or Persons, or otherwise, for Behoof of the said Company, shall be vested in the Trustees of the said "*Glasgow Marine Insurance Company*" for the Time being, and their Successors in Office, whose Names shall be recorded or contained in the Memorials to be deposited as herein-before provided, for the Use and Behoof of the said Company, without any new or additional Titles or Investitures, in the same Manner, and with the same Powers to the said Trustees in regard to the Disposal thereof, and in other respects, as if the same had been acquired, granted, or taken since the passing hereof, and as if the said Investments had originally been made in the Persons of those whose Names shall be so recorded or contained in the Memorial or Memorials last deposited, it being the true Intent and Meaning hereof that the Rights which vest in the Trustees in whose Names the said Investments have been or shall originally be made shall *ipso jure* be transferred to and vested in them or their Successors whose Names shall be recorded and contained in the Memorials to be afterwards deposited as aforesaid, without any express Transference being necessary by any other voluntary or judicial Deed, Act, or Proceeding.

Property of
Company
vested in the
Trustees.

XXXII. And

Saving exist-
ing Secu-
rities.

XXXII. And be it enacted, That nothing in this Act contained shall be held to affect any such Dispositions, Conveyances, Bonds heritable or moveable, Bonds and Dispositions in Security, Cautionary Obligations, Assignations, Certificates, Policies, Bills, Promissory Notes, or other Obligations, Writs, and Titles and Securities, heretofore granted or taken to or vested in or held by or on behalf of the said Company as aforesaid, but the same shall stand, subsist, and remain as valid and effectual to all Intents and Purposes as if they had been made, granted, or taken after the passing of this Act, and shall be enforced and made available by the said Company in Name of the Manager or One of the Directors thereof for the Time being by this Act authorized to sue on behalf of the said Company; and in like Manner all Policies, Certificates, Bonds, and other Obligations heretofore granted or issued by the said Company or by the Directors, or any One or more of them, or by the Manager of the said Company, in Name and Behalf of the same, shall be and the same are hereby declared to be valid, and subsisting against and prestable by the said Company, the Directors, Trustees, and Manager, and all others, in the same Manner and as effectually as if the same had been granted or issued after the passing of this Act.

Company
authorized
to take Se-
curities.

XXXIII. And be it enacted, That the said Company shall, from and after the passing of this Act, have Power and Authority, and they are hereby authorized and empowered, to take and hold, absolutely or in security, or under Reversion, in the Names of their Trustees for the Time being, and their Successors in Office, whose Names shall be recorded or contained in the Memorial to be deposited as herein-before provided, for the Use and Behoof of the said "*Glasgow Marine Insurance Company*," any Lands, Tenements, Hereditaments, Means and Effects, and Property of every Description, in or upon which Authority shall have been given by the Laws of the Company for the Time being to invest or lend out the Monies or Funds of the said Company, and also to sell, dispoise, convey, assign, transfer, uplift, renounce, and discharge the said Lands, Tenements, and Hereditaments, Means and Effects, and other Property, heritable and moveable, real or personal, in such Manner and to such Extent as the said Company by their Board of Directors shall from Time to Time direct and appoint, and again to lay out and re-invest the Prices and Proceeds of the same, and Debts, Funds, and Sums of Money realized or uplifted, upon the like Investments and Securities, in the Names of the Trustees of the said Company for the Time being, and their Successors in Office, whose Names shall be recorded or contained in the Memorial to be deposited as aforesaid; providing always, as it is hereby provided and declared, that such Lands, Tenements, Hereditaments, Means and Effects, and other Property, shall, upon the Death, Disability, Removal, or Resignation of any One or more of the Trustees in whose Name the same shall stand vested, be vested in the Trustees of the said Company for the Time being, and their Successors in Office, whose Names shall be recorded as aforesaid, without any new or additional Titles or Investiture, and without incurring any Penalties, Forfeitures, or Disabilities, any Law or Practice to the contrary notwithstanding.

XXXIV. And

XXXIV. And be it enacted, That whatever Dispositions or other Writs, Titles, or Securities, and Obligations as aforesaid, shall have already been taken to the said "*Glasgow Marine Insurance Company*," or to the Directors or Trustees thereof, and the Survivors or Survivor of them, and the Heir of the Survivor, or to any other Person or Persons, or otherwise, by or for Behoof of the said Company, or which may hereafter be taken by the Company in the Name of their Trustees for the Time being, and their Successors in Office, in virtue hereof, and the Lands, Tenements, Hereditaments, Means and Effects, and other Property, heritable or moveable, real or personal, therein contained or thereby secured, shall be legally disposed, conveyed, assigned, transferred, discharged, and renounced by any Two or more of the Trustees of the said Company for the Time being whose Names shall be recorded or contained in the Memorial to be deposited as aforesaid along with the Manager for the Time being of the said Company, whether such Dispositions or other Writs, Titles, or Securities, and Lands, Tenements, and Hereditaments, Means and Effects, or other Property, heritable or moveable, real or personal, stand in the Name of such Trustee for the Time being or not, any Law or Practice, or any thing contained in the said Contract of Copartnery, to the contrary notwithstanding.

Dispositions and Deeds to be valid, if executed by Two Trustees, along with the Manager.

XXXV. And be it enacted, That this Act and the Provisions herein contained shall extend and be construed to extend to the said Company called the "*Glasgow Marine Insurance Company*" at all Times during the Continuance thereof, whether such Company hath been or be now or shall hereafter be composed of all or of some only of the Persons who were the original Shareholders thereof, or of all or some only of those Person, together with some other Persons, or whether such Company shall hereafter be composed of Persons who were not original Shareholders thereof, or of Persons all of whom shall have become Shareholders subsequently to the passing of this Act.

Act to apply to the present and future Members of the Company.

XXXVI. And for the Purposes of making Provisions for Suits by or against the Company during the winding up of the Concerns thereof in the event of its Dissolution, be it enacted, That notwithstanding such Dissolution the Company shall be considered as subsisting for the Purpose of winding up the Affairs thereof, and may sue and be sued, according to the Provisions of this Act, so long as any Matters relating to such Company remain unsettled.

Power to sue during winding up, in case of Dissolution.

XXXVII. Provided always, and be it enacted, That nothing herein contained shall extend to incorporate the Company, or to relieve or discharge the Company, or any of the Shareholders thereof, from any Responsibility, Duty, Contract, or Obligation whatsoever to which by Law they now are or at any Time hereafter may be subject or liable, either as between such Company and other Parties, or as between the Company and any of the individual Shareholders thereof and others, or as between themselves, or in any Manner whatsoever.

Act not to extend to incorporate the Company.

Act not to exempt the Company from the Provisions of any general Act.

XXXVIII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the said Company from the Provisions of any general Act relating to Joint Stock Companies, either for effecting Insurances on Ships or Vessels, Goods or Merchandize at Sea or going to Sea, or on Freight, or for carrying on the Business of Marine Underwriting, or for other Purposes, which may pass during the present Session of Parliament.

Expences of Act how to be paid.

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

Construction of the Words in this Act.

XL. And be it enacted, That in construing this Act Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number; and Words importing the Masculine Gender shall include the Feminine Gender; and the Word "Plaintiff" shall include Pursuer, Complainer, Arrestee, Complainant, Claimant, Suspender, Advocator, and Petitioner; and the Word "Defendant" shall include Defender, Arrestee, and Respondent; and the Word "Execution" shall include Diligence, Arrestment, or other Proceeding proper for giving effect to any Judgment, Decree, or other judicial Order of Court; the Expression "the Company" shall mean the said *Glasgow Marine Insurance Company*; and the Word "Sheriff" shall include Sheriff Substitute, Steward, and Steward Substitute; and "Sheriff Clerk" shall include Steward Clerk; unless in any of the Cases aforesaid there be something in the Subject or Context repugnant to such Construction.

Public Act.

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

The SCHEDULE referred to by the foregoing Act.

MEMORIAL made the _____ Day of _____ One thousand
 eight hundred and _____ of the Names of the present
 Directors, Trustees, Manager, Secretary, and Shareholders of the
 "Glasgow Marine Insurance Company," deposited 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	}	Trustees.
G. H. of		
I. K. of		
L. M. of	}	Manager.
N. O. of		
P. Q. of	}	Secretary.
R. S. of		
T. V. of		
W. X. of		

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

(Signed) A. B.

Solemnly declared before me,
 Sheriff of Lanarkshire.

In case of a Change of any of the Directors, Trustees, or of the
 Manager or Secretary.

MEMORIAL made the _____ Day of _____ One
 thousand eight hundred and _____ of the Names [*or
 Name*] of the new Directors [*or Director*], Trustees [*or Trustee*],
or of the new Manager or of the new Secretary of the "Glasgow
 Marine Insurance Company," and of the Persons [*or Person*]
 in whose Places [*or Place*] they have [*or he has*] been appointed;
 deposited pursuant to an Act of Parliament passed in the _____
 _____ Year

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			F. E.
G. H. of	}	Trustees in the Place of	H. G.
I. K. of			K. I.
L. M. of			M. L.
N. O. of		Manager in the Place of	O. N.
P. Q. Secretary in the Place of			Q. P.

I A. B of _____ in the County of _____ one of the Directors [*or the Manager or Secretary*] of the said Company, do solemnly and sincerely declare, That the above-written Memorial contains the Names of the new Directors [*or the Name of the new Director*], *or* the Names of the new Trustees [*or Trustee*], *or* Manager *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, 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* new Trustees [*or Trustee*] *or* Manager *or* Secretary, was deposited on the _____ Day of _____.

In case of Persons ceasing to be Shareholders.

MEMORIAL made the _____ Day of _____ One thousand eight hundred and _____ of the Names of the Persons who have ceased or discontinued to hold any Share or Shares in the "Glasgow Marine Insurance Company" since the _____ Day of _____ One thousand eight hundred and _____ being the Date of the Memorial last registered respecting Persons ceasing to be Shareholders of the said Company, deposited 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 Manager*] 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 _____ One thousand eight hundred and _____ as the same

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 Shareholders was deposited on the _____ Day of _____ of _____

In case of Persons becoming new Shareholders.

MEMORIAL made the _____ Day of _____ One thousand eight hundred and _____ of the Names of the Persons who have become Shareholders of the "Glasgow Marine Insurance Company" since the _____ Day of _____ One thousand eight hundred and _____ being the Date of the Memorial last registered respecting new Shareholders of the said Company, deposited 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*].

I. K. of

L. M. of

N. O. of

I A. B. of _____ in the County of _____ One of the Directors [*or the Manager*] of the said Company, do solemnly and sincerely declare, That the above-written Memorial contains the Names of the Persons who have become new Shareholders of the said Company since the _____ Day of _____ One thousand eight hundred and _____ 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 Shareholders was deposited on the _____ Day of _____ One thousand eight hundred and _____

In case of several Changes at the same Time.

MEMORIAL made the _____ Day of _____ One thousand eight hundred and _____ of the Names of the new Directors of the "Glasgow Marine Insurance Company," and of the Persons in whose Place they have been appointed, and of the Names of the new Trustees, and the Persons in whose Place they have been appointed, and of the Name of the new Manager, and of the Name of the Person in whose Place he has 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
[*Local.*] _____ 39 B—C _____ have

have ceased or discontinued to be Shareholders of the said Company, and of the new Shareholders of the said Company; deposited 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 new Directors, and of the Persons in whose Place they have been appointed.

<i>A. B.</i> of <i>C. D.</i> of <i>E. F.</i> of	}	Directors in the Place of	{	<i>B. A.</i> <i>D. C.</i> <i>F. E.</i>
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Names of new Trustees, and of the Persons in whose Place they have been appointed.

<i>G. H.</i> of <i>I. K.</i> of <i>N. M.</i> of	}	Trustees in the Place of	{	<i>H. G.</i> <i>K. I.</i> <i>M. N.</i>
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Name of the new Manager and of the Person in whose Place he has been appointed.

<i>N. O.</i> of		Manager in the Place of	<i>O. N.</i>
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Name of the new Secretary, and of the Person in whose Place he has been appointed.

<i>P. Q.</i> Secretary in the Place of	<i>Q. P.</i>
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Names of the Persons who have ceased to be Shareholders.

R. S. of
T. U. of

Names of new Shareholders.

V. W. of
X. Y. of

I *A. B.* of _____ in the County of _____ One of the Directors [*or the Manager or Secretary*] of the said Company, do solemnly and sincerely declare, That the above-written Memorial contains the Names of the new Directors, Trustees, and of the new Manager and 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 Shareholders in the said Company, and of the new Shareholders of the said Company, as the same respectively

tively 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 deposited on
the Day of

The last Memorial as to new Trustees was deposited on
the Day of

The last Memorial as to the new Manager was deposited on
the Day of

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

The last Memorial as to the ceasing and discontinuing of
Shareholders was deposited on the Day
of

The last Memorial as to new Shareholders was deposited on
the Day of

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