



ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

Cap. cx.

An Act to enlarge the Powers granted by an Act of the Fourth Year of Her present Majesty, intituled *An Act for granting certain Powers to the British Iron Company*; and to facilitate the Sale of the Estates and Properties belonging to the said Company. [24th August 1843.]

WHEREAS in the Year One thousand eight hundred and twenty-five a Company was established by Deed of Settlement bearing Date the Twenty-eighth Day of *April* One thousand eight hundred and twenty-five, 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, under the Style and Title of the *British Iron Company*, and such Company has been since carried on under and subject to the Provisions of the said Deed of Settlement, as varied by Resolutions of the said Company from Time to Time made in pursuance of Powers in the said Deed contained and endorsed thereupon: And whereas by an Act passed in the Fourth Year of the Reign of Her present Majesty, intituled *An Act for granting certain Powers to the British Iron Company*, it was among other things enacted, that it should be lawful to and for the Trustees or Trustee for the Time being of the said

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said Company in whom any Freehold, Copyhold, or Leasehold Estates, Messuages, Lands, Tenements, and Hereditaments, of or belonging to the said Company, should for the Time being be vested in Trust for and for the Benefit of the said Company, and they and he were and was thereby 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 should 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 should 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 should think proper; and further Provisions were in the said Act contained for facilitating and effectuating such Sales or other Dispositions of the Property of the said Company as should be made in the Manner therein provided: And whereas the said Company is now seised and possessed of or entitled to the beneficial Interest in divers Freehold, Copyhold, and Leasehold Estates, Mines, Collieries, and Iron Works, Messuages, Tenements, Lands, Buildings, Wharfs, and Quays, in the City of *London* and in the respective Counties of *Middlesex, Stafford, Worcester, Warwick, Salop, and Monmouth*, and in the Principality of *Wales*, and elsewhere, subject (as to such of the same as are of Leasehold Tenure) to Rents and Royalties amounting in the whole to the Sum of Twelve thousand Pounds *per Annum* and upwards, which are now respectively vested in *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson*, or some or One of them, as Trustees or Trustee, or in some other Trustees or Trustee for the said Company; and the said Company is also possessed of a large Stock in Trade consisting of wrought and unwrought Iron, Ironstone, and Iron Ore, Steel, Coal, and other Minerals, Steam and other Engines, Carriages, Waggon, Machines, Furnaces, Boats, Barges, and other Vessels, Forges, Utensils, and Effects: And whereas by reason of the great Depreciation which has taken place in the Value of Iron, the Stagnation of Trade, and other Events and Circumstances, the said Company has sustained very great Losses and Reverses to a very large Amount, and the Value of the said Estates and Property of the said Company has become greatly diminished, and is now wholly insufficient for the Continuation of the Works and Operations of the said Company, and it has therefore become necessary to take Measures for winding up the Affairs of the said Company, and discontinuing all such Works and Operations: And whereas at a Special General Meeting of the Shareholders of the said Company, held pursuant to the said Deed of Settlement on the Thirtieth Day of *June* One thousand eight hundred and forty-three, Resolutions were passed approving of a Plan for realizing the Assets of the said Company, preparatory to the winding up the Affairs thereof, by a Sale of all the Estates, Works, Stock, and Property of the said Company (except Books of Account, Monies, Securities for Money, and Debts of or belonging or due to the said Company,

subject to the Covenants, Rents, and Royalties affecting the same,) for the Sum of Two hundred thousand Pounds to a new Company or Partnership to be formed for the Purpose of purchasing such Estates, Works, Stock, and Property, and to consist, among others, of all such Partners and Shareholders in the said *British Iron Company* as might be willing to subscribe for Shares therein: And whereas in pursuance of such last-mentioned Resolutions certain of the Directors and Shareholders in the said *British Iron Company* have, together with other Persons, agreed to form a new Company upon the Basis of the Plan so approved, for the Purpose of purchasing such Estates, Works, Stock, and Property as aforesaid, and carrying on the Works, Trade, and Business heretofore of the said *British Iron Company*, on account of such new Company: And whereas by a certain Contract or Articles of Agreement bearing Date the Fourth Day of *August* One thousand eight hundred and forty-three, and made or expressed to be made between Sir *George Gerard de Hochepped Larpent* Baronet, *John Horsley Palmer*, *William Crawford*, *Matthew Harrison*, *Alexander Wilson*, *John Hurdis Ravenshaw*, and *George Pearkes Barclay*, for and on behalf of the said *British Iron Company*, of the First Part, and *William Routh* of *Blackheath* in the County of *Kent*, Esquire, *William Arthur Wilkinson* of *Camberwell* in the County of *Surrey*, Esquire, and *James Mackillop* of *Montague Square* in the County of *Middlesex*, Esquire, of the Second Part, the said Sir *George Gerard de Hochepped Larpent*, *John Horsley Palmer*, *William Crawford*, *Matthew Harrison*, *Alexander Wilson*, *John Hurdis Ravenshaw*, and *George Pearkes Barclay* (on behalf of the said *British Iron Company*) contracted to sell to the said *William Routh*, *William Arthur Wilkinson*, and *James Mackillop*, and the said *William Routh*, *William Arthur Wilkinson*, and *James Mackillop* contracted to purchase, all and every the Right and Interest of the said *British Iron Company*, and the several Shareholders therein, to and in the several Freehold, Copyhold, and Leasehold Estates, Mines, Collieries, Iron Works, Messuages, Tenements, Lands, and Hereditaments specified and described in the First Part of the Schedule thereunder written or thereunto annexed, and to and in the Stock in Trade, Goods, Chattels, and Effects to which the said Company was then entitled, and to and in all other the Estates, Collieries, Mines, Minerals, Works, Buildings, Wharfs, Quays, and Hereditaments, Tram and Rail Roads, Wayleaves, Waterleaves, Reservoirs, growing and other Timber and Trees, Chattels, Goods, and Effects, Live and Dead Stock, and Property, wheresoever and whatsoever, and of what Nature, Quality, or Tenure soever, of the said *British Iron Company*, or wherein the said *British Iron Company* had any Interest, either at Law or in Equity, in the City of *London* and the respective Counties of *Middlesex*, *Stafford*, *Worcester*, *Warwick*, *Salop*, and *Monmouth*, and the Principality of *Wales*, or any or either of them, or elsewhere in *England*, except nevertheless Books of Account, Monies, Securities for Money, and Debts of or belonging or owing to the same Company, subject (as to such of the same Estates and Premises as were of Leasehold Tenure, or in respect of which Rents or Royalties were payable by the said Company,) to the several Covenants, Rents, and Royalties affecting the same respectively, at or for the Price or Sum of Two hundred thousand Pounds, but freed and discharged (as regards

regards all the said Estates and Premises so contracted to be purchased as aforesaid) from the Mortgages, Charges, Judgments, Executions, and other Incumbrances therein mentioned or referred to; and it was by the said Contract now in recital (amongst other things) further declared and agreed, that the said *William Routh, William Arthur Wilkinson, and James Mackillop*, their Executors, Administrators, or Assigns, should pay or satisfy in manner therein specified the said Sum of Two hundred thousand Pounds on the Thirty-first Day of *December* One thousand eight hundred and forty-three, or on any other Day before the said Thirty-first Day of *December* One thousand eight hundred and forty-three they might think proper, and that when and so soon as the said Sum of Two hundred thousand Pounds should have been paid or satisfied to the said *Sir George Gerard de Hochepied Larpent, John Horsley Palmer, William Crawford, Matthew Harrison, Alexander Wilson, John Hurdis Ravenshaw, and George Pearkes Barclay*, or any Five of them, or the Directors or Persons acting as Directors for the Time being of the said *British Iron Company*, or any Five of them, then and from thenceforth the said *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson*, and every Three and every Two and every One of them, their and his Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the Premises respectively, should, as regards such of the said Freehold, Copyhold, and Leasehold Estates, and other the Premises thereby contracted to be sold, as should be vested in them or him respectively, stand and be seised and possessed thereof upon the Trusts following; (that is to say,) first, upon Trust to pay the Rents and Royalties and to perform the Covenants which (as to such of the said Estates and Premises as are of Leasehold Tenure) ought to be by them paid and performed under any Agreements or Agreement with the Owners and Lessors thereof; and, in the second place, to indemnify themselves against all such Rents, Royalties, and Covenants respectively, and to answer and satisfy all Rights, Charges, and Liens whatsoever in or upon the said Estates and Premises respectively, or any of them, to which they the said *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson*, or any or either of them, were or was or should or might be entitled by reason of any Costs, Expences, Damages, Covenants, Contracts, Liabilities or Liability whatsoever by them or any or either of them at any Time theretofore incurred or entered into as Trustees or a Trustee for the said *British Iron Company*, and, subject thereto, in Trust for the said *William Routh, William Arthur Wilkinson, and James Mackillop*, their Heirs, Executors, Administrators, and Assigns, according to the several Natures and Qualities of such Estates and Premises respectively: And whereas such Contract was entered into by the said *William Routh, William Arthur Wilkinson, and James Mackillop*, for and on behalf of the said intended new Company, upon the express Agreement and Understanding that they should not respectively incur any personal Liability in respect thereof for the said Sum of Two hundred thousand Pounds or otherwise: And whereas Doubts have arisen whether the Powers granted by the said Act of the Fourth Year of Her present Majesty are sufficient to authorize and enable the Directors and Trustees of the said *British Iron Company* to carry such Contract into effect, and to make a good, valid,

valid, and effectual Transfer of the said Estates and Premises so contracted to be purchased by the said *William Routh, William Arthur Wilkinson, and James Mackillop*, or of the beneficial Interest therein, in the Manner by the said recited Act provided, so that such Transfer shall operate for the Benefit of the said intended new Company: And whereas great Numbers of poor and industrious Persons have been and are now employed in carrying on the said Works, Trade, and Business of the *British Iron Company*, and it is expedient to afford Facilities for the Continuance of such Employment, by enlarging the Powers granted by the said Act, and enabling the said *British Iron Company* to effectuate the Transfer of such Estates, Mines, Works, Stock in Trade, and Premises as aforesaid, or the beneficial Interest therein, to the Trustees for the said new Company, pursuant to the said Contract: 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 for the Purpose of giving effect to the herein-before recited Contract, in the Manner herein-after provided, all and every the beneficial and equitable Estate, Right, Title, Interest, Claim, and Demand of the said Company, called "*The British Iron Company*," in, to, out of, or upon the several Freehold, Copyhold, and Leasehold Estates, Mines, Collieries, Iron Works, Messuages, Tenements, Lands, and Hereditaments, wrought and unwrought Minerals, Stock in Trade, Chattels, Goods, Effects, and Premises whatsoever of the said *British Iron Company*, or in which the said *British Iron Company* has any Interest, either at Law or in Equity, in the City of *London* and the respective Counties of *Middlesex, Stafford, Worcester, Warwick, Salop, and Monmouth*, or any of them, and in the Principality of *Wales* respectively, or elsewhere in *England*, (except the Books of the said Company, and Monies, Securities for Money, and Debts of or belonging or owing to the said Company,) shall from and after the passing of this Act, and in the meantime and until Payment or Satisfaction of the said Sum of Two hundred thousand Pounds to the said *Sir George Gerard de Hochepped Larpent, John Horsley Palmer, William Crawford, Matthew Harrison, Alexander Wilson, John Hurdis Ravenshaw, and George Parkes Barclay*, or any Five of them, or the Directors or Persons acting as Directors for the Time being of the said *British Iron Company*, or any Five of them, on or before the Thirty-first Day of *December* One thousand eight hundred and forty-three, be and be deemed to be vested in the said *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson*, their Heirs, Executors, Administrators, and Assigns respectively, according to the several Natures and Qualities thereof: Provided always, that nothing herein-before contained shall operate or be construed to make the said *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson* respectively, or any or either of them, subject to any Liability whatever to any Persons or Person, at Law or in Equity, to which they respectively or he would not have been subject if this Act had not been passed.

Interest of the Shareholders in all the Real Estates and Stock in Trade of the *British Iron Company* vested (for the Purpose of carrying into effect the Contract) in the Trustees of the Company.

II. And be it enacted, That upon Payment or Satisfaction, according to the Meaning of the said recited Contract, of the Sum of Two hundred
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Upon Payment of 200,000*l.* to

Trustees of the British Iron Company, all the beneficial Interest in their Estates and Stock in Trade to vest in the Trustees of new Company.

hundred thousand Pounds of lawful *British* Money, by the said *William Routh, William Arthur Wilkinson, and James Mackillop*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, on or before the Thirty-first Day of *December* One thousand eight hundred and forty-three, to the said *Sir George Gerard de Hochepped Larpent, John Horsley Palmer, William Crawford, Matthew Harrison, Alexander Wilson, John Hurdis Ravenshaw, and George Pearkes Barclay*, or any Five of them, or to the Directors or Persons acting as Directors for the Time being of the said *British* Iron Company, or any Five of them, then and from thenceforth, without any other or further Conveyance or Assurance in the Law, the whole beneficial and equitable Estate, Right, and Interest of the said *British* Iron Company, or to which if this Act had not been made they would have been then entitled, in all the said several Freehold, Copyhold, and Leasehold Estates, Mines, Collieries, Iron Works, Messuages, Tenements, Lands, and Hereditaments, wrought and unwrought Minerals, Stock in Trade, Chattels, Goods, Effects, and Premises whatsoever herein-before mentioned, whether in the City of *London* and the said respective Counties of *Middlesex, Stafford, Worcester, Warwick, Salop, and Monmouth*, or any of them, the Principality of *Wales*, or elsewhere in *England*, and comprised in the herein-before recited Contract, (subject as to such of the same Premises as are of Leasehold Tenure to the several Covenants, Rents, and Royalties affecting the same respectively,) shall by virtue of this Act vest in and be transferred to the said *William Routh, William Arthur Wilkinson, and James Mackillop*, their Heirs, Executors, Administrators, and Assigns respectively, according to the several Natures and Qualities thereof respectively (freed and absolutely discharged of and from all Claims and Demands of the said *British* Iron Company, and all and every former, present, and future Shareholders and Shareholder therein, but without Prejudice to the Rights of *John Attwood*, as after mentioned); and that upon such Payment or Satisfaction as aforesaid the said *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson*, and every Three and every Two and every One of them, their and his Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the Premises respectively, shall, as regards such of the said Freehold, Copyhold, and Leasehold Estates and other the Premises as shall be vested in them or him respectively, stand and be seised and possessed thereof upon the Trusts following; *videlicet*, upon and for the several Trusts, Intents, and Purposes in and by the said herein-before mentioned Contract declared concerning the same.

Transfer under the Act to be binding on all Persons interested in the *British* Iron Company, and not to be impeachable on the Ground of any Direc-

III. And be it enacted, That the Transfer of the Rights and Interests of the said *British* Iron Company in and to the said Estates, Mines, Collieries, Iron Works, Messuages, Tenements, Lands, and Hereditaments, Minerals, Stock in Trade, Chattels, Goods, Effects, and Premises respectively, so to take effect by virtue of this Act upon Payment of the said Sum of Two hundred thousand Pounds, as hereby provided, shall, from and after such Payment or Satisfaction in the Manner herein-before mentioned, 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,

Interest, Lien, Claim, or Demand, at Law or in Equity, to or in the said Freehold, Copyhold, or Leasehold Estates, Mines, Collieries, Iron Works, Messuages, Tenements, Lands, Hereditaments, Minerals, Stock in Trade, Chattels, Goods, Effects, and Premises respectively, either as being or having been former or existing Shareholders or a Shareholder of or in the said *British Iron Company*, or as being or having been Trustees or a Trustee for the said *British Iron Company*, and that such Transfer shall not be liable to be impeached, or in any Manner called in question, and that no Equities or Equity whatsoever in favour of any Persons or Person shall be held to have arisen or to arise under the same or otherwise, by reason of the Chairman of Directors, or any Directors or Director, Shareholders or Shareholder, Officers or Officer, Servants or Servant of the said *British Iron Company*, or the said *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson*, or any or either of them, or other the Trustees or Trustee of the said *British Iron Company*, being or having been also Directors or Director, or Officers or Officer, Servants or Servant, Trustees or Trustee of the said new Company formed or agreed to be formed as herein-before mentioned, or being or having been beneficially interested in the said Transfer as Shareholders or a Shareholder or otherwise in the said new Company formed or agreed to be formed as herein-before mentioned, or by reason of the said *William Routh, William Arthur Wilkinson, and James Mackillop*, or any or either of them, being or having been Shareholders or a Shareholder in, or Directors or Director, Officers or Officer, Servants or Servant of the said *British Iron Company*.

tors, Officers, or Shareholders of that Company being also Shareholders in the new Company, or of any of the Purchasers being Shareholders in the *British Iron Company*.

IV. And be it enacted, That the said *Sir George Gerard de Hoche-pied Larpent, John Horsley Palmer, Matthew Harrison, William Crawford, Alexander Wilson, John Hurdis Ravenshaw, and George Pearkes Barclay*, or any Five of them, or the Directors or Persons acting as Directors for the Time being of the said *British Iron Company*, or any Five of them, shall and may, and they are hereby fully authorized and empowered, at any Time on or before the said Thirty-first Day of *December* One thousand eight hundred and forty-three, to accept Payment or Satisfaction, according to and within the Meaning of the said recited Contract, of the said Sum of Two hundred thousand Pounds, without the Hindrance of any Shareholder or Shareholders in the said *British Iron Company* or other Person or Persons whomsoever, and to complete on behalf of the said *British Iron Company* the said Contract, and that the Receipts and Receipt of the said *Sir George Gerard de Hoche-pied Larpent, John Horsley Palmer, Matthew Harrison, William Crawford, Alexander Wilson, John Hurdis Ravenshaw, and George Pearkes Barclay*, or any Five of them, or of the Directors or Persons acting as Directors for the Time being of the said *British Iron Company*, or any Five of them, which they are hereby authorized and empowered to give, shall be a good and effectual Discharge to the said *William Routh, William Arthur Wilkinson, and James Mackillop*, and all and every other the Person or Persons beneficially interested in such Transfer as aforesaid, for the said Sum of Two hundred thousand Pounds, and all such other Sum or Sums of Money payable by the said *William Routh, William Arthur Wilkinson, and James Mackillop* under the said in

Receipts of the Directors to be Discharges.

part

High Court of Chancery ; and after the said Certificate shall have been so enrolled a Copy or Copies of the Enrolment thereof, or of so much thereof as shall relate to any Matter which may be in question, certified under the Hand of the Clerk or other Officer for the Time being of the Enrolment Office, who is hereby required to certify the same, shall be and the same is and are hereby declared to be good Evidence in all Courts of Law or elsewhere ; provided always, that in case the said Certificate shall not be obtained as aforesaid within Six Calendar Months after Payment or Satisfaction of the said Sum of Two hundred thousand Pounds, then and in that Case this Act shall thenceforth become and be void and of no Effect, and the said *William Routh, William Arthur Wilkinson, and James Mackillop*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, shall be liable to all the Penalties of the Stamp Acts as for not satisfying the *ad valorem* Duty on a Conveyance of Property in consideration of Two hundred thousand Pounds.

VI. And be it enacted, That the said *Sir George Gerard de Hochepped Larpent, John Horsley Palmer, Matthew Harrison, William Crawford, Alexander Wilson, John Hurdis Ravenshaw, and George Pearkes Barclay*, and every of them, and their and every of their Heirs, Executors, and Administrators, shall be and they are hereby indemnified against all Claims, Actions, Suits, and other Proceedings of the Shareholders in the said *British Iron Company* (other than the said *William Routh, William Arthur Wilkinson, and James Mackillop*, their Executors and Administrators,) by reason of having entered into the said recited Contract of the Fourth Day of *August* One thousand eight hundred and forty-three, or by reason or on account of any Act, Matter, or Thing in anywise relating thereunto.

Indemnity to the Parties entering into the Contract of the 4th Day of August 1843.

VII. And be it enacted, That no Director or other Officer or Servant of the said *British Iron Company* shall be incapacitated or in anywise precluded from acting or continuing to act as such Director, Officer, or Servant by reason of his being or becoming a Director, Officer, or Servant of or Shareholder in the said new Company formed or agreed to be formed as herein-before mentioned, and that no Shareholder or Member of the said *British Iron Company* shall be incapacitated from voting at any General Meeting of the Shareholders of the said *British Iron Company* upon any Question to be submitted to such Meeting, or from otherwise acting as such Shareholder or Member, by reason of his being or becoming a Director, Officer, or Servant of or a Shareholder in the said new Company or Partnership formed or agreed to be formed as herein-before mentioned.

Directors, Officers, and Members of the *British Iron Company* not to be incapacitated from acting and voting by being Shareholders in the new Company.

VIII. Provided always, and be it enacted, That nothing herein contained shall extend or be construed to extend to defeat or prejudice any of the Rights or Remedies which any Creditor of the said *British Iron Company* had or was entitled to previous to the passing of this Act, for enforcing Payment of any Debt or Claim against the said Company, or the Estates or Effects thereof, or any of them, by

Saving of the Rights of Creditors of the *British Iron Company*, and particularly of Mr. Attwood.

reason of any Mortgage, Charge, or Lien thereon created by the said Company, or to defeat or prejudice or in any Manner affect any Right, Lien, Interest, Remedy, Claim, or Demand whatsoever, at Law or in Equity, to which *John Attwood*, formerly of *Corngreaves* in the County of *Stafford*, and now of *Hylands* in the County of *Essex*, Esquire, under or by virtue of 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 purporting to be made respectively between the said *John Attwood* of the one Part, and the said *John Taylor*, *James Henry Shears*, and *Robert Small* of the other Part, or any of them, or under or by virtue of any Judgments or Judgment, Decrees or Decree, or Orders or Order made in any Action or Suit or other Proceeding at Law or in Equity brought or instituted in relation to such Three several Contracts respectively, or any of them, or under or by virtue or in respect of any other Contract, Covenant, Agreement, Engagement, Warrant of Attorney, Matter, or Thing whatsoever, had or was entitled to previous to the passing of this Act, or now has or is entitled to, or may hereafter have or be entitled to, in, to, upon, or out of the several Estates, Works, Hereditaments, Effects, and Premises which shall or may be transferred by virtue of this present Act, or any of them, or any other Estates, Effects, Funds, or Property of the said Company, or of any Proprietor or Shareholder or past Proprietor or Shareholder of the said Company; and that, notwithstanding any Stipulation or Agreement to the contrary contained in any existing Deed or Instrument, it shall be lawful for the said *John Attwood*, immediately after the passing of this Act, or at any Time or Times thereafter, by entering up Judgment against the said *British Iron Company*, or the Secretary of the said Company, or any Director or Proprietor thereof, under any Warrant or Warrants of Attorney already given or executed by or on the Part or Behalf of the said Company, or by any other reasonable Ways or Means, to perfect and make effectual and available all such Rights, Liens, Interests, Remedies, Securities, Indemnities, Claims, and Demands whatsoever as aforesaid, and that the same respectively shall to all Intents and Purposes be deemed and considered to have been perfected and made effectual and available as aforesaid before the Transfer intended to be thereby made shall have any Operation or Effect.

Act not to
defeat In-
demnity of
Trustees.

IX. Provided also, and be it enacted, That nothing in this Act contained shall extend or be construed to defeat, abridge, alter, or prejudice any of the Rights, Claims, or Remedies, at Law or in Equity, which the said *Robert Small*, *James Henry Shears*, *John Taylor*, and *Stuart Donaldson* respectively, or any or either of them, had or were or was entitled to before the passing of this Act, for enforcing or making available any Right, Charge, or Lien in, upon, or against the several Estates, Works, and Premises to be transferred by virtue hereof, or any of them, or in, upon, or against any other Part of the Property of the said *British Iron Company*, or upon or against the Shareholders in the said *British Iron Company*, or any of them, for or in respect of any Costs, Charges, Expences, or Damages,
Contracts,

Contracts, Covenants, Liabilities or Liability whatsoever, by them the said *Robert Small, James Henry Shears, John Taylor, and Stuart Donaldson* respectively, or any or either of them, at any Time entered into or incurred as Trustees or a Trustee for the said *British Iron Company*.

X. And be it enacted, That if the said Sum of Two hundred thousand Pounds shall not on or before the Thirty-first Day of *December* One thousand eight hundred and forty-three be paid or satisfied, in accordance with the Meaning of the said recited Contract, to the said *Sir George Gerard de Hochepped Larpent, John Horsley Palmer, Matthew Harrison, William Crawford, Alexander Wilson, John Hurdis Ravenshaw, and George Pearkes Barclay*, or any Five of them, or the Directors or Persons acting as Directors for the Time being of the said *British Iron Company*, or any Five of them, as herein-before mentioned, this Act and every thing herein-before contained shall be thenceforth absolutely void and of no Effect, save and except as regards the Indemnity hereby given to the said *Sir George Gerard de Hochepped Larpent, John Horsley Palmer, Matthew Harrison, William Crawford, Alexander Wilson, John Hurdis Ravenshaw, and George Pearkes Barclay*, and every of them, their and every of their Heirs, Executors, and Administrators.

Act to be void if 200,000*l.* not paid before the 31st Day of December 1843.

XI. And be it enacted, That this Act, or any thing herein contained, shall not in any way prejudice or affect the Rights or Remedies of the Shareholders in the said *British Iron Company*, or any of them, to or for any Redress for all or any alleged Grievances, Claims, or Demands, and especially the Relief sought by a Bill lately filed in Her Majesty's High Court of Chancery by *William John Richardson* Esquire and others against the Directors and certain other Officers of the said Company.

Act not to prejudice Rights of Shareholders in the Company.

XII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

Public Act.

