

ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. lviii.

An Act to amend an Act passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, for granting certain Powers and Authorities to the *Australian* Agricultural Company, and to alter the Capital of the said Company.

[28th *June* 1853.]

WHEREAS by an Act passed in the Fifth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An* 5 G. 4. c. 86.
Act for granting certain Powers and Authorities to a Company to be incorporated by Charter, to be called "*The* Australian *Agricultural Company,*" *for the Cultivation and Improvement of Waste Land in the Colony of* New South Wales, *and for other Purposes relating thereto,* it was amongst other things enacted, that in case His said Majesty should, within Three Years after the passing of the said Act, be pleased by Charter under the Great Seal of *Great Britain* to declare and grant that such and so many Persons as should be named therein, and all and every such other Person or Persons as from Time to Time should be duly admitted Members into their Corporation, should be a Body Politic and Corporate by the Name of

" The *Australian* Agricultural Company," and to declare that the said Corporation so to be made and created should be established for the Purpose of cultivating Waste Lands in the said Colony of *New South Wales*, then and in that Case it should and might be lawful for the said Corporation to hold to them and their Successors such Lands, Tenements, and Hereditaments within the said Colony of *New South Wales* as should or might be granted by His said Majesty to them and their Successors within the said Colony, or as should be contracted for and purchased or acquired by them therein, and to hold, alienate, sell, and dispose of all such Lands, Tenements, and Hereditaments, upon, under, and subject to such Conditions, Provisoes, Limitations, and Restrictions as His said Majesty by such His Charter might impose, direct, or prescribe; and it was further enacted, that the Capital or Joint Stock of the said Company to be used and applied in establishing and carrying on the Undertaking, and for the Purposes aforesaid, should be the Sum of One million Pounds Sterling, to be raised in Shares of One hundred Pounds each; and it was further enacted, that all and every Person or Persons by or from whom any Subscription should be made or accepted, or any Payment made, pursuant to the Orders of any General Meeting or Meetings to be held by the said Company for that Purpose, for or towards the raising of the said Capital Sum of One million Pounds as aforesaid, his, her, or their Executors, Administrators, and Assigns respectively, (no such Subscription being less than One hundred Pounds,) should have and be entitled to a Share of and in the said Capital or Joint Stock of the said Company in proportion to the Monies which he, she, or they should have so contributed towards making up the same, and should have and be entitled to a proportionable Share of the Profits and Advantages attending the said Capital Stock of the said Company, and should be admitted to be a Proprietor or Proprietors of and in the same; and it was further enacted, that the said Company, or the Directors to be appointed by virtue of the same Act, should cause the Names and Designations of the several Persons who had subscribed for, or might at any Time thereafter be entitled to, a Share or Shares in the said Company, with the Number of such Share or Shares, and also the proper Number by which every Share should be distinguished, to be fairly and distinctly entered in a Book or Books to be kept by their Clerk; and it was further enacted, that the Directors therein-after mentioned for the Time being should have full Power to make such Call or Calls for Money from the several Subscribers and Proprietors of the said Company, their respective Executors, Administrators, Successors, and Assigns, not exceeding in the whole the Sum of One hundred Pounds on each of the Shares in the said Company held by him, her, or them respectively, as the said Directors should from Time to Time find wanting and necessary for the Purposes of the said Company, so

that

that no One such Call should exceed the Sum of Ten Pounds Sterling for or in respect of any One Share of One hundred Pounds, and so that no Call or Calls should be made but at the Distance of Three Months at least from another; and it was further enacted, that no Owner or Proprietor of Shares in the said Company should be qualified to be elected and to sit and act as Governor, Deputy Governor, Director, or Auditor of the said Company, unless he should at the Day of Election *bonâ fide* hold and possess and continue to hold and be possessed of Fifty Shares at the least of the Capital or Joint Stock of the said Company; and it was further enacted, that all Questions at any General or other Meeting of the said Company should be decided by a Majority of the Votes of the Proprietors present, according to their respective Shares, each Proprietor being entitled to a Vote or Votes according to and in the Proportion following; (that was to say,) for Ten Shares and less than Thirty Shares, One Vote; for Thirty Shares and less than Sixty Shares, Two Votes; for Sixty Shares and less than Ninety Shares, Three Votes; for Ninety Shares and upwards, Four Votes, and not more: And whereas, in pursuance of the said Act, His said Majesty was pleased, by His Letters Patent or Charter under the Great Seal of *Great Britain*, dated at *Westminster* the First Day of *November* in the Year of our Lord One thousand eight hundred and twenty-four, and in the Fifth Year of His Reign, to grant and declare that certain Persons therein named, and all and every such other Person or Persons as from Time to Time should be duly admitted as Members into their Corporation, should be a Body Politic and Corporate, by the Name of "The *Australian* Agricultural Company," and by that Name should have perpetual Succession and a Common Seal: And whereas by an Act passed in the Eleventh Year of the Reign of His said Majesty, intituled *An Act to amend an Act for granting certain Powers and Authorities to a Company to be incorporated by Charter, to be called "The* Australian *Agricultural Company," for the Cultivation and Improvement of Waste Lands in the Colony of* New South Wales, *and for other Purposes relating thereto*, certain of the Provisions in the first-mentioned Act contained were repealed, altered, or amended: And whereas the first-mentioned Act was further amended by an Act passed in the Tenth Year of Her Majesty's Reign, intituled *An Act to amend an Act passed in the Fifth Year of the Reign of His Majesty King* George *the Fourth, for granting certain Powers and Authorities to the* Australian *Agricultural Company*: And whereas the whole of the Capital of the said Company, to the Amount of One million Pounds by the first-mentioned Act authorized to be raised, was subscribed for in Ten thousand Shares of One hundred Pounds each; and Thirty-five Pounds, and no more, have been called for and paid up on each of the said Shares: And whereas the said Company is not engaged in Trade, and the last Call upon the Shares was made in

Letters Patent, dated 1st Nov. 1824.

11 G. 4. c. 24.

9 & 10 Vict. c. cccli.

in the Year One thousand eight hundred and forty-two, and the Amount paid upon the said Shares is sufficient for all the present Purposes of the said Company: And whereas it is expedient that the Capital of the said Company raised and authorized to be raised as aforesaid should be reduced from One million Pounds to Five hundred thousand Pounds, to be divided into Twenty thousand Shares of Twenty-five Pounds each, and that the Provisions in the first-mentioned Act contained, respecting Calls on Proprietors, and the Qualifications of Governors, Deputy Governors, Directors, and Auditors of the said Company, and the Qualifications to vote at Meetings of the said Company, should be altered in accordance with such Reduction in the Amount and Increase of the Number of the said Shares: And whereas it is expedient that further Powers should be granted to the said Company: And whereas such Objects and Purposes as aforesaid cannot be effectually carried into effect without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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, as follows; (that is to say,)

Capital of the Company reduced and Conversion of Shares into Shares of 25*l.*

I. That the Capital of the said Company by the said first-mentioned Act authorized to be raised shall be reduced from One million Pounds Sterling to Five hundred thousand Pounds Sterling, to be divided into Twenty thousand Shares of Twenty-five Pounds each, and that from and immediately after the passing of this Act the original One hundred Pounds Shares of the said Company shall cease to exist, and in lieu and stead of every such One hundred Pounds Share to which any Person or Persons is or are now entitled, the same Person or Persons shall on the passing of this Act become entitled by the same Title and for the same Interest to Two Shares in the said reduced Capital of the same Company of Twenty-five Pounds each Share, and that Seventeen Pounds Ten Shillings shall be considered to have been paid up on such Two substituted Twenty-five Pounds Shares respectively in equal Moieties, and that such new Shares shall be entered and registered, together with the Names and Designations of the several Persons entitled thereto respectively, in a Book or Books to be opened and kept in the Manner directed by the said first-mentioned Act.

Calls on Proprietors.

II. That all and every the Powers contained in the said several Acts and Charter or any or either of them to make and enforce Calls on the said Shares of One hundred Pounds, shall apply and be in force in respect of the said Shares of Twenty-five Pounds each as if the same had been originally made applicable to the said Shares, provided that no Call or Calls for Money from the several Subscribers and Proprietors of the said Company shall hereafter be made under the

the Provisions of the said Act, exceeding in the whole, with the Amount already paid up or to be paid up, the Sum of Twenty-five Pounds on each of the said substituted Twenty-five Pounds Shares, and that no One such Call shall exceed the Sum of Two Pounds Ten Shillings for or in respect of each Twenty-five Pounds Share, and that no Call or Calls shall be made but at the Distance of Three Months at least from another.

Qualifications of Governor, Deputy Governor, Directors, and Auditors.

III. That no Person shall be qualified to be elected and to sit and act as Governor, Deputy Governor, or Director of the said Company unless he shall at the Day of the Election *bonâ fide* hold and possess and continue to hold and be possessed of Fifty Twenty-five Pounds Shares of the Capital or Joint Stock of the said Company at the least; and no Auditor shall be qualified to act as such unless he shall in like Manner hold and be possessed of Twenty-five Shares.

As to taking Votes at General Meetings.

IV. And whereas it is by the said Act passed in the Eleventh Year of the Reign of His said Majesty provided, that it should be lawful for the Chairman of any General or other Meeting of the said Company to take the Decision of such Meeting on any Questions submitted to them, by Show of Hands, provided that it should be competent to the Chairman or to any Two Persons being Proprietors of not less than Ten Shares each, if he or they should be dissatisfied, to demand that such Question should be decided by a Majority of Votes of the Proprietors present, in the Manner in the said Act passed in the Fifth Year of the Reign of His said Majesty, provided such Decision should be immediately taken in manner in the last-mentioned Act prescribed: And whereas the said Provisions have been found inconvenient in practice: Be it enacted, That the Decision of all Questions at any such General Meeting or Meetings shall be taken in the first instance by Show of Hands; provided that if Five or more Proprietors present at any General Meeting of Proprietors, and qualified to vote at a Ballot as herein is mentioned, should either before or after the voting by Show of Hands dèmand that the Votes thereupon be ascertained and taken by Ballot, then the same shall be done accordingly; and in case of such Ballot, every Proprietor holding Ten Shares in the Company shall have One Vote; every Proprietor holding Twenty-five Shares shall have Two Votes; every Proprietor holding Fifty Shares shall have Three Votes; every Proprietor holding Seventy-five Shares shall have Four Votes; every Proprietor holding One hundred Shares shall have Five Votes, and no Proprietor shall have more than Five Votes in all; and every Proprietor entitled to vote at any such Ballot may give his or her Vote or Votes by Proxy, but such Proxy must be a Proprietor in the Company and himself entitled to vote, and the Appointment of every such Proxy may be either general or for some particular Pur-

pose, and the Appointment of Proxies must be in Writing, and may be in either of the Forms following, or to the like Effect; that is to say,

In the Case of a general Proxy.

'I [*or, in case of joint Proprietors*, We] appoint
'my [*our*] Proxy to vote and act for me [*us*], and in my [*our*] 'Name [*Names*], on all Questions at any General or Special General 'Meeting or Meetings of Proprietors of "The Australian Agricultural 'Company," and every Adjournment thereof, whereat I [*or* we] shall 'not be present in Person, until I [*or* we] shall by Writing under my '[*or* our] Hands revoke this my [*or* our] Proxy, or appoint some 'other Person to act on my [*or* our] Behalf. Dated this
'Day of 18 .'

And in the Case of a Proxy for a particular Purpose.

'I [*or, in case of joint Proprietors*, We] appoint
'my [*our*] Proxy to vote and act for me [*us*], and in my [*our*] 'Name [*Names*], on all Questions [*or, as the Case may be*, in relation to 'the Question of], at the [Ordinary *or* Special] General 'Meeting of Proprietors of the Australian Agricultural Company 'to be held on the of , and every Adjournment 'thereof whereat I [*we*] shall not be present in Person. Dated this
' of 18 .'

Time for taking Ballot.

V. That in case a Ballot shall be required under the Provision herein-before contained, the same shall take place at the same Meeting, or the Chairman of the Meeting shall fix the next or some future Day for taking the Ballot, and appoint an Hour and Place for the same, and every Ballot shall remain open for Three Hours at least, and the Meeting at which a Ballot is required may be adjourned to the Hour at which such Ballot shall close, or to any future Hour or Day.

For ascertaining Votes and declaring Result of Ballot.

VI. That the Mode of proceeding at every such Ballot shall be determined by the Chairman for the Time being of the Meeting of Proprietors at which such Ballot shall be decided on, and he shall appoint a proper Person or Persons to superintend and conduct the same, and the Votes given shall with all Dispatch be ascertained by such Person or Persons, who shall make known the Result of such Ballot to the Chairman of the Meeting at which the Result is to be declared, and he shall declare the same to the Meeting, and the Result shall be entered in the Book of Proceedings as the Decision of the Meeting accordingly; but in case of Equality of Votes, the Chairman of the Meeting at which the Result is declared shall have the Casting Vote: Provided always, that it shall be lawful for the Proprietors assembled at the Meeting at which any Ballot shall be

be demanded, to appoint Scrutineers, who may be present at and superintend the Ballot.

Form of Transfer of Shares.

VII. That the Transfers of Shares in the said Company shall and may be in the Form or to the Effect following; (that is to say,)

'I [*or* We] of in consideration of
'the Sum of paid to me [*or* us] by
'do hereby bargain, sell, assign, and transfer unto the said
'Shares of and in the Capital Stock of the Undertaking called
'"The Australian Agricultural Company," to hold to the said
'Executors, Administrators, and Assigns, subject to the same Rules,
'Orders, and Regulations, and on the same Conditions, that I [*or* we]
'held the same immediately before the Execution hereof: And I
'[*or* we] the said do hereby agree to accept
'and take the said Shares, subject to the same Rules, Orders,
'Restrictions, and Conditions. As witness our Hands and Seals this
'Day of in the Year of our Lord
'One thousand eight hundred and .'

The substituted Shares to be subject to the Provisions of the recited Acts and Charter except as hereby altered.

VIII. That all the Enactments, Conditions, and Provisions of the above-mentioned Acts and Letters Patent respectively which are now in force shall extend and be applicable to the said substituted Twenty-five Pounds Shares, and to the Holders or Proprietors thereof respectively, in the same Manner as they would have continued to extend and be applicable to the said original One hundred Pounds Shares and the Holders or Proprietors thereof respectively, except so far as such Enactments, Conditions, and Provisions are hereby expressly varied or altered or are inconsistent with this Act; and that, subject to the Provisions of this Act, every Two Twenty-five Pounds Shares hereby substituted for One original One hundred Pounds Share shall stand in the Place of such original Share, and shall be subject to the same Liens, Charges, and Equities, in the same Manner to all Intents and Purposes as if such One hundred Pounds Share had originally been such Two Twenty-five Pounds Shares, and had so been subject to the Provisions of this Act from the first Issue and Allotment thereof; and that every Person who, as Holder or Proprietor, or late Holder or Proprietor, of any such original Share or Shares, or others, is now or hereafter may or but for this Act might be or become bound by or subject to any Covenant, Engagement, Trust, or Liability in respect of any such original Share or Shares shall, to the Extent of the Shares hereby substituted for the same original Share or Shares, be bound by or subject to the same or the like Covenants, Engagements, Trusts, or Liability in respect of such substituted Shares, but subject always to the Provisions of this Act

IX. And

Agreement with the Peel River Land and Mineral Company not to be impeached or questioned by reason of certain Persons being Directors of both Companies.

IX. And whereas the said *Australian* Agricultural Company is or claims to be absolutely entitled in Fee Simple to all that Piece or Parcel of Land or Territory, containing by Admeasurement Three hundred and thirteen thousand two hundred and ninety-eight Acres, be the same more or less, situate in the Colony of *New South Wales*, in a County and Parish unnamed, lying between the River *Peel* and the *Turi* Range, bounded on the West by a Line South from *Peel* River to a remarkable rocky-pointed Hill called by the Black Natives *Turi*, and measuring Sixteen Miles and a Half or thereabouts, on the South by Lines from that rocky-pointed Hill, bearing East Ten Miles or thereabouts, then South Thirteen Miles or thereabouts, East Four Miles and a Half Mile or thereabouts, South Five Miles or thereabouts, and again East Ten Miles and Thirty Chains or thereabouts, to *Peel* River, and on the East and North by that River, and to the Gold and other Minerals within the same, except certain small Portions of the said Land which have been sold by the said Company: And whereas it has been recently discovered that Gold exists in various Parts of the said Piece of Land or Territory, and other Minerals of Value may be found there: And whereas the working of the said Gold and Minerals is not considered to be within the Scope and Objects with and for which the said *Australian* Agricultural Company was incorporated, and the said Company have therefore determined absolutely to sell and dispose of the whole of the Piece of Land or Territory with the Mineral therein: And whereas a Company has been projected for the Purpose of purchasing and holding Lands in *New South Wales*, and of cultivating, letting, and selling the same, and of working Gold and other Mines, and of conducting Mineral Operations, and for other Purposes connected therewith; and the same Company has obtained a Certificate of complete Registration, under the Name of "The *Peel* River Land and Mineral Company;" and by the Deed of Settlement of the same Company it is declared that the Capital of the said *Peel* River Land and Mineral Company shall be Six hundred thousand Pounds, divided into One hundred and twenty thousand Shares of Five Pounds each, with Power to increase the same Capital by the further Sum of One hundred and twenty thousand Pounds: And whereas by an Indenture made the Fourth Day of *February* One thousand eight hundred and fifty-three, between the *Australian* Agricultural Company of the First Part; the several Persons whose Names and Seals are thereunto subscribed and set, other than *Roger Hunt* and *Thomas Harris Devonshire* therein-after named, of the Second Part; *John Studholme Brownrigg*, *Archibald William Blane*, *Charles Dashwood Bruce*, *Walter Stevenson Davidson*, Sir *Walter Minto Townsend Farquhar* Baronet, the Honourable *John Thornton Leslie Melvile*, *John Hurdis Ravenshaw*, and *George Robert Smith*, therein described as the "Provisional Directors of the *Peel* River Land and Mineral Company,"

Company," provisionally registered, of the Third Part; and *Roger Hunt* and *Thomas Harris Devonshire*, therein described as Trustees for and on behalf of the said *Peel* River Land and Mineral Company, of the Fourth Part; it was agreed between the said Parties thereto, among other things, that the said *Australian* Agricultural Company should sell to the said *Peel* River Land and Mineral Company, and the last-mentioned Company should purchase, all the said Piece of Land or Territory herein-before described, containing Three hundred and thirteen thousand two hundred and ninety-eight Acres, except the Parts thereof so already sold as aforesaid, with all the Right and Title enjoyed by the said *Australian* Agricultural Company to the Minerals within the same, and all the Estate and Interest of the said *Australian* Agricultural Company therein (subject as therein is mentioned), at the Price of Five hundred thousand Pounds; that the Directors of the said Land and Mineral Company offer, and on such Offer being accepted should allot to every Shareholder in the said Agricultural Company whose Name appears on the Books or Register of Shareholders of the said Agricultural Company as being the Holder of a Share or Shares in the same Company on the Seventh Day of *January* One thousand eight hundred and fifty-three, or to his or her Executors, Administrators, or Assigns, or to any Person nominated by such Shareholder, his or her Executors, Administrators, or Assigns, before the Expiration of Twelve Calendar Months from the Date of the complete Registration of the said Land and Mineral Company, Ten Shares of Five Pounds each in the same Land and Mineral Company for and in respect of every Share of One hundred Pounds in the said Agricultural Company of which he or she was so registered as the Owner on the said Seventh Day of *January*, the Instalments on which Shares so to be allotted should be paid by setting off against them an equal Amount of the respective Shares of the Allottees thereof, or of the Persons nominating such Allottees as aforesaid, in the Price of the said Land and Premises to be sold to the said Land and Mineral Company by the said *Australian* Agricultural Company by the Conveyance of the said Land and Premises to the said Land and Mineral Company; that the several Shares in the said Land and Mineral Company which should be so allotted to the said respective Shareholders in the said Agricultural Company, their Executors, Administrators, or Assigns, or to the Person or Persons nominated by them or any of them as aforesaid, and should either be accepted by such respective Allottees thereof, or be sold for their respective Benefit in manner therein-after provided, should, for the Purposes of the said Purchase of the said Lands and Premises, be deemed to be Money paid by the said Land and Mineral Company to the said Agricultural Company, at the Rate of Five Pounds for every Share in the said Land and Mineral Company which should be allotted to and accepted by Shareholders in the said Agricultural

Company, or sold for their respective Benefit as aforesaid, and in satisfaction of an equal Amount of the said Purchase Money for the said Land and Premises, so that if Ten of such Shares in the said Land and Mineral Company should be so allotted and taken or sold in respect of each of the then existing Ten thousand Shares in the said Agricultural Company, the said Land and Mineral Company would be thereby discharged from the whole of the said Purchase Money; that the respective Shareholders in the said Agricultural Company, to whom or to whose respective Executors or Administrators an Allotment of such Shares in the said Land and Mineral Company should be so offered as aforesaid, or their respective Executors or Administrators, and the Committees of any of such Shareholders as should be lunatic, should be entitled, if they did not think fit to accept such Allotment, to nominate any Person or Persons not under Disability to be the Allottee or Allottees of such Shares respectively in their Room at any Time before the Expiration of One Year from the complete Registration of the said Land and Mineral Company, and that the Directors of the said Land and Mineral Company should forthwith allot such Shares to the Person or Persons so respectively nominated accordingly; provided such Person or Persons should duly apply to execute the Deed of Settlement of the said Land and Mineral Company, or some Deed referring thereto, and to be registered as the Owner or Owners of such Share or Shares within the Period of One Year from the complete Registration of the said Company; that if on the Expiration of One Year next after the complete Registration of the said Land and Mineral Company of the said Shares therein to be so allotted as aforesaid should remain outstanding, and not duly registered in the Share Register of the same Company in the Name or Names of the Allottee or respective Allottees thereof, or his, her, or their respective Executors, Administrators, or Assigns, as Owner or Owners thereof, such outstanding Shares should, within the further Period of Three Calendar Months next ensuing the Expiration of such Year, be sold by the Directors of the said Agricultural Company at their Discretion for the best Price that could be reasonably obtained for the same, not being less than Five Pounds for each Share, and the net Proceeds of the Sale of each such respective Share, after deducting the Expenses of and incident to the Sale thereof, should be received by the said Directors (whose Receipt should be a sufficient Discharge for the same), and should be paid by them to the Person or Persons who at the Time of such Payment would be entitled to receive and give a Discharge for the same, if the Monies so to be paid were a Dividend on the Share in the said Agricultural Company in respect of which such Share in the said Land and Mineral Company which should so be sold should have been allotted, and the Receipt of such Person for the Money so to be paid should be a sufficient Discharge to the said Directors for the same; and if within the said

Period

Period of Three Months the said Directors should be unable to find Purchasers for all such outstanding Shares at the Price aforesaid, the said Directors should notify the same to the Directors of the said Land and Mineral Company, who should immediately thereupon cancel or withdraw the Allotment of such Share or Shares as should be so left outstanding and unsold, and in lieu thereof pay out of the Funds of their Company to the Directors of the said Agricultural Company the Sum of Five Pounds for every such outstanding Share so to be withdrawn in discharge of an equal Amount of the said Purchase Money for the said Land and Territory, and the Monies so to be paid in lieu of any such withdrawn Share or Shares should be received and applied in the same Manner as if the same were the Proceeds of the Sale of the same Share or Shares by the said Directors as aforesaid, and the Receipts of the Directors of the said Agricultural Company for such Monies should be a sufficient Discharge to the said Land and Mineral Company for the same; and that the Share or Shares so to be withdrawn by the said Land and Mineral Company might be either cancelled by the same Company, or issued and disposed of as a Share or Shares not previously issued or subscribed for and not paid up; and that the Shares in the said Land and Mineral Company so to be allotted to and taken by Shareholders in the said Agricultural Company as aforesaid, and the net Proceeds of Shares in the said Land and Mineral Company to be so sold on behalf of Shareholders in the said Agricultural Company as aforesaid, and the Monies so to be paid in trust for Shareholders in the said Agricultural Company, in lieu of Shares in the said Land and Mineral Company allotted to but not accepted by them nor sold on their Behalf as aforesaid, should be respectively taken and accepted as and for and in full Satisfaction of their respective Shares or Dividends of and in the Proceeds of the said Sale of the said Land and Premises; and by the same Indenture certain Rights of Priority in respect of the Allotment of the remaining Shares in the said Land and Mineral Company were stipulated for on behalf of the Shareholders in the said Agricultural Company: Be it enacted, That neither the said Sale of the said Land and Premises to the said *Peel* River Land and Mineral Company, nor any of the Terms or Provisions of the said Indenture of the Fourth Day of *February* One thousand eight hundred and fifty-three, nor any Modifications of the Arrangements therein contained which shall be agreed upon between the Directors of the said respective Company, with the Sanction of Special or Extraordinary General Meetings of their respective Shareholders, shall be impeached or questioned at the Suit of or by any Shareholder or Shareholders in the said *Australian* Agricultural Company, or any Person or Persons claiming or to claim by, through, or under any such Shareholder or Shareholders, by reason of all or any of the Directors or Shareholders for the Time being of the said *Australian* Agricultural Company having been or being also

Promoters,

Promoters, Directors, or Shareholders of or in the said *Peel* River Land and Mineral Company.

Short Title. X. That this Act may be cited for all Purposes whatsoever as "The *Australian* Agricultural Company's Act, 1853."

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