ANNO SEXTO

GULIELMI IV. REGIS.

Cap. lvi.

An Act to amend an Act to enable the *Birmingham* Coal Company to sue and be sued in the Name of their Secretary or One of the Members of the said Company; and to authorize the said Company to borrow a further Sum of Money; and for other Purposes relating to the said Company. [7th *June* 1836.]

WHEREAS an Act was passed in the Seventh and Eighth Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to enable the* Birmingham *Coal Company to sue and be sued in the Name of their Secretary or One of the Members of the said Company:* And whereas the said Company have discovered new Mines, and for the Purpose of enabling the said Company to carry on their Works with Benefit and Advantage to themselves and the Public it is necessary that the Committee of the said Company should be empowered to raise a further Sum of Money, and it is desirable that the Powers and Provisions contained in the said recited Act should in some respects be repealed, altered, amended, and enlarged: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Provisions, Matters, and Things contained in the said recited Act shall (except

7 & 8 G. 4. c. 24.

Powers of recited Acts applicable to this Act.

(except so far as the same or any of them are or is hereby varied, altered, or repealed,) be as good, valid, and effectual as if the same were re-enacted in this Act, and shall, so far as the Circumstances of the Case will permit, be applicable and effectual for carrying this Act into execution.

So much of recited Act as restrains the Company from increasing their Capital or extending their Works repealed.

II. And be it further enacted, That so much of the said recited Act as enacts, that it shall not be lawful for the said Company or Copartnership, at any Time after the passing of such Act, either by Subscription amongst themselves, or by creating any new or additional Share or Shares in the said Undertaking, or by Mortgage or any other Description of Loan whatsoever, or by Extension of their present Works, or by the Purchase or Erection of any new or other Works, or by any other Ways or Means whatsoever, to increase their Capital or extend their Works in Amount or Value beyond the Sum of Five thousand Pounds, otherwise so much of the Privilege conferred by such Act as refers to their Power of suing in the Name of their Secretary or One of the Members of the said Company, shall be for ever after void and of none effect, shall be and the same is hereby repealed.

Meaning of certain Words in the Act.

III. And be it further enacted, That the Words and Expressions herein mentioned which in their ordinary Signification have a more confined or different Meaning shall in this Act, except where the Nature of the Provision or Context of the Act shall exclude such Construction, be interpreted as follows; (that is to say,) the Word "Committee" shall mean the Committee for the Time being of the said Company appointed under or by virtue of the Deed of Settlement of the said Company bearing Date on or about the Second Day of *September* One thousand seven hundred and ninety-three, or any Four or more Members of such Committee; the Word "Corporation" shall include any Body or Bodies Politic, Corporate, or Collegiate, Aggregate or Sole; and every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as one Person or Thing, and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male.

Power to Committee to raise any Sum not exceeding 60,000*l.* by Issue of new Shares, or by Bond or Mortgage.

IV. And be it further enacted, That it shall be lawful for the Committee from Time to Time to raise, in addition to all Sums of Money now due and owing by the said Company, any Sum or Sums of Money not exceeding in the whole the Sum of Sixty thousand Pounds, by one, some, or all of the Modes herein-after pointed out; (that is to say,) either the Committee may raise the Whole or any Part of the said Sum of Sixty thousand Pounds by an Issue of new Shares in the said Company at such Rate or Price *per* Share, and if thought desirable by the Committee, and with such Benefits, Advantages, and Privileges to the Purchasers thereof over the Proprietors of old Shares, and generally in such Manner and at such Times as the Committee shall determine; or the Committee may raise the Whole or any Part of the said Sum of Sixty thousand Pounds by Bond or by Mortgage, as herein-after mentioned.

As to the Proprietors of new Shares.

V. And be it further enacted, That every Person and Corporation who shall subscribe for any such new Share shall, on Payment of the Amount of the Price fixed for the same to the Banker of the said Company, or otherwise as the Committee shall direct, be thenceforth entitled to the like

Powers and Privileges as any Proprietor of old Shares, and to such further Benefits, Advantages, and Privileges over the Proprietors of old Shares (if any) as the Committee shall determine.

If Committee raise the Sum by Bond or Mortgage, the same to be binding on the Company.

VI. And be it further enacted, That if the Committee shall raise the Whole or any Part of the said Sum of Sixty thousand Pounds by Bond, the Committee shall execute every such Bond in their own Names, and the same, when executed by the Committee, shall be binding on the said Company; and if the Committee shall raise the Whole or any Part of the said Sum of Sixty thousand Pounds by Mortgage, the Committee shall execute the Mortgage, and shall have Power to convey, assure, and assign, and to order and direct any Person who is or shall be a Trustee for the said Company to convey, assure, and assign, or to join in conveying, assuring, and assigning, the Whole or any Part of the Messuages, Lands, Tenements, Hereditaments, Works, Goods, and Chattels of the said Company, as a Security for the Sum raised; and the Mortgage, when executed by the Committee, shall be binding on the said Company; and the same Bonds and Mortgages may be made according to the Form following, or as near thereto as the Circumstances of the Case will permit, or in any other Form to the like Effect; (that is to say,)

Forms of Bonds and Mortgages.

‘ FORM of BOND.

‘ No. Pounds

‘ BY virtue of an Act passed in the Year of the Reign
‘ of His Majesty King *William* the Fourth, intituled [*here set forth*
‘ *the Title of this Act*], we, being the
‘ Committee [*or* Members of the Committee, *as the Case may be,*]
‘ of “ The *Birmingham* Coal Company,” in consideration of the Sum of
‘ to us paid for and on account of the said Company
‘ by *A.B.* of do hereby firmly bind and oblige the said
‘ Company to the said *A.B.* in the Sum of of lawful
‘ Money of *Great Britain*, to be paid to the said *A.B.*, his Executors,
‘ Administrators, and Assigns. Sealed with our Seals. Dated this
‘ Day of in the Year of our Lord One thousand
‘ eight hundred and .

‘ The Condition of the above-written Bond or Obligation is such, that
‘ if the above-bounden Company shall well and truly pay or cause to be
‘ paid unto the said *A.B.*, his Executors, Administrators, or Assigns, the
‘ full Sum of of lawful *British* Money, with Interest after
‘ the Rate of *per Centum per Annum*, upon the
‘ Day of [*or in such other Manner as may be agreed upon*],
‘ then the above-written Bond or Obligation shall be void, otherwise
‘ the same shall remain in full Force.’

‘ FORM of MORTGAGE.

‘ No. Pounds

‘ BY virtue of an Act passed in the Year of the Reign
‘ of His Majesty King *William* the Fourth, intituled [*here set forth*
‘ *the Title of this Act*], we, *A.B.* of *C.D.* of
‘ *E.F.* of *G.H.* of *et cætera*, being the Committee
‘ [*or* Members of the Committee, *as the Case may be,*]
‘ of the *Birmingham* Coal Company, in consideration of the Sum of
‘ to us paid for and on account of the said Company
‘ by

'by *X.Y.* of do hereby convey and assure [and for the 'Consideration aforesaid we, *I.K.* of *L.M.* 'of *et cætera*, being Trustees for the said Company, by 'the Order and Direction of the said *A.B.*, *C.D.*, *E.F.*, *G.H.*, *et cætera*, 'testified by their severally executing these Presents, do hereby convey 'and assure,] to the said *X.Y.* all [*describing the Premises to 'be conveyed and assured*], to hold the same unto and to the Use of the 'said *X.Y.*, his Heirs and Assigns: Provided always, that if the said 'Company shall pay to the said *X.Y.*, his Executors, Administrators, or 'Assigns, the Sum of with Interest for the same 'after the Rate of *per Centum per Annum*, on the 'Day of [*or in such other Manner as may be agreed 'upon*], then the said *X.Y.*, his Heirs or Assigns, will re-convey and 're-assure the said Premises unto and to the Use of the several Persons 'who shall be the Committee for the Time being of the said Company, 'their Heirs and Assigns, or as such Committee, or any Four or more of 'the Members thereof, shall direct or appoint; and we, the said *A.B.*, '*C.D.*, *E.F.*, *G.H.*, *et cætera*, bind and oblige the said Company by way of 'Covenant to pay to the said *X.Y.*, his Executors, Administrators, and 'Assigns, the said Sum of and the Interest thereof, at the 'Time and in the Manner appointed for the Payment thereof respectively in 'the aforesaid Proviso. As witness our Hands and Seals this 'Day of One thousand eight hundred and .'

And every such Mortgage of Freehold Property shall be as good and valid, without any Lease for a Year or other Period giving Possession to the Mortgagee, as if such Lease had been previously made; and if the Premises comprised in any such Mortgage are Leasehold for Years they shall be assigned by the Form answerable to the above, only substituting Words applicable to a Chattel; and all Copyholds shall be surrendered according to the Custom of the Manor of which the same are held; and a Memorial of every such Bond and Mortgage, containing the Date and Number thereof, and the Name and Address of the Obligee or Mortgagee, and the Sum borrowed, and Rate of Interest to be paid thereon, shall be entered in a Book to be kept for that Purpose by the Secretary to the said Company; and the Person to whom any Bond or Mortgage shall be made by virtue of this Act, or the Person who shall be entitled to the Money due on such Bond or Mortgage, may from Time to Time transfer his Right or Interest therein respectively to any Person whomsoever by any Deed or Writing under his Hand and Seal, which shall be duly stamped, in the Form or to the Effect following; (that is to say,)

Bond and Mortgages may be transferred in the following Form.

'FORM of TRANSFER of BOND.

'I of in consideration of the Sum 'of paid to me by of do 'hereby transfer to the said his Executors, Administra- 'tors, and Assigns, a certain Bond, No. made by 'being the Committee [*or* Members of the Committee, *as the 'Case may be*,] of the *Birmingham* Coal Company, to 'of and dated the Day of One thousand 'eight hundred and for securing the Sum of 'and all Interest now due and to become due thereon, and all my 'Right and Property therein. As witness my Hand and Seal this 'Day of One thousand eight hundred and .'

'FORM

'FORM of TRANSFER of MORTGAGE.

'I of of in consideration of the Sum
'of paid to me by
'do hereby transfer to the said
'his Executors, Administrators, and Assigns, a certain Mortgage,
'No. made by
'the Committee [*or* Members of the Committee, *as the Case*
'*may be*,] of the *Birmingham* Coal Company, to
'bearing Date the Day of for securing the
'Sum of and all Interest now due and
'to become due thereon, and all my Right and Property therein; and
'I do hereby convey, assure, and transfer [*or*, *if Leasehold*, assign and
'transfer,] all the Hereditaments and Premises comprised in and assured
'by such Mortgage, to hold the same unto and to the Use of the said
' his Heirs and Assigns, [*or*, *if Leaseholds*,
'to hold the same unto the said his Executors,
'Administrators, and Assigns,] subject nevertheless to such Right and
'Equity of Redemption as the same Hereditaments and Premises are now
'subject and liable to. As witness my Hand and Seal this
'Day of One thousand eight hundred and .'

Or any other legal or valid Form of Transfer for the Purposes aforesaid may be used; and every such Transfer of a Mortgage in which there shall be Freehold Property shall be as good and valid, without any Lease for a Year or other Period giving Possession to the Transferee, as if such Lease had been previously made; and every Transfer of a Bond or Mortgage shall within Thirty Days after the Date thereof be produced to the Secretary of the said Company, who shall cause a Memorial to be made thereof in a Book to be kept as aforesaid; and every such Entry made of such Transfer shall thenceforth entitle such Assignee, his Executors, Administrators, and Assigns, to the full Benefit of the original Bond or Mortgage, and to the same Remedies at Law and in Equity as if such Bond or Mortgage had been originally made to such Assignee; and it shall not from thenceforth be in the Power of any Person who shall have made any such Transfer to make void, release, or discharge the original Bond or Mortgage, or any Money thereby respectively secured, or any Part thereof.

In case Debts are paid off, Power to raise the Amount again.

VII. And be it further enacted, That in case the said Company or the Committee shall pay off all or any Part of the Principal Sum or Sums secured by any Bonds or Mortgages given under the Authority of this Act, or shall pay off all or any Part of the Principal Sum or Sums secured by any Promissory Note, Bond, or Mortgage already given on behalf of the said Company, then and in every such Case it shall and may be lawful for the Committee, and they are hereby authorized and empowered, to raise by Bond or Mortgage, in the Manner prescribed by this Act, in lieu of the Principal Monies so paid off, so much and such Sum of Money as the said Company or the Committee shall from Time to Time have paid off, and so from Time to Time as often as the same shall happen.

Declaration substituted for Oath re-

VIII. And whereas it is by the said recited Act enacted, that when any new Secretary shall be appointed, or any Person to act or officiate as such,

quired by the recited Act.

such, and when any Transfer of any Share or Shares of any Member or Members of the said Company or Copartnership shall be made, a Memorial thereof shall be enrolled upon Oath in the High Court of Chancery within Twelve Calendar Months afterwards in the Form or to the Effect expressed in the Schedule to such Act for that Purpose: And whereas it is expedient that in future a Declaration should be substituted in lieu of the Oath so required by the said recited Act; be it therefore enacted, That from and after the passing of this Act a Declaration in the Form or to the Effect expressed in the Schedule hereunto annexed shall be made before a Master or Master Extraordinary in Chancery in lieu of the Oath required by the said recited Act; and when any Person or Corporation shall become a Proprietor of a new Share a Memorial of his or their Name, in the Form or to the Effect expressed in the Schedule to this Act, shall be verified by a Declaration made by the Secretary for the Time being of the said Company, or the Person acting or officiating as such, before a Master or Master Extraordinary in Chancery, and when so verified shall be enrolled in the High Court of Chancery within Twelve Calendar Months next after such Person or Corporation shall have become a Proprietor of a new Share; and when any Transfer of a new Share shall be made or take place, a Memorial thereof, in the Form or to the Effect expressed in such Schedule, or as near thereto as the Circumstances of the Case will admit, shall in like Manner be verified by the Secretary for the Time being of the said Company, or the Person acting or officiating as such, and enrolled within Twelve Calendar Months after such Transfer; and where by this Act a Declaration is substituted for an Oath, or is directed to be made, any Person who shall wilfully and corruptly make any such Declaration, knowing the same to be untrue in any material Particular, shall be deemed guilty of a Misdemeanor.

Memorial of the Names of Proprietors of new Shares and of Transfers to be enrolled in Chancery.

Repeal of Section 4. of 7 & 8 G. 4. c. 24., except as to Actions pending where the Merits have been tried in a former Action.

IX. And be it further enacted, That so much of the said recited Act as enacts, that no Person or Persons, or Body or Bodies Politic or Corporate, having or claiming to have any Demand upon or against the said Company or Copartnership, shall bring more than One Action or Suit, in case the Merits shall have been tried in such Action or Suit, in respect of such Demand; and that the Proceedings in any Action or Suit by or against the Secretary for the Time being of the said Company or Copartnership, or the Person acting or officiating as such, or any One Member so appointed as aforesaid, may be pleaded in bar of any other Action or Actions, Suit or Suits, for the same Demand, by or against the said Secretary for the Time being, or the Person acting or officiating as such, or any One Member of the said Company or Copartnership so appointed as aforesaid, shall (save and except as to any Action or Suit which may at the Time of the passing of this Act be pending for any Demand, where the Merits shall have been tried in some former Action or Suit in respect of the same Demand,) be and the same is hereby repealed.

No Action to be brought for any Demand which has been already settled,

X. And be it further enacted, That no Person or Corporation who heretofore had or claimed, or now has or claims, or hereafter shall have or claim, any Demand upon or against the said Company, shall commence or institute any Action, Suit, or other Proceeding in respect of such Demand when the same Demand has been already determined or

settled so and in such Manner that the Determination or Settlement thereof might be pleaded in bar as against such Person or Corporation; and such Determination or Settlement may be pleaded in bar of any Action, Suit, or other Proceeding which may be, in respect of the same Demand, be commenced or instituted against any Member of the said Company, or against any Person or Corporation who may have been a Member of the said Company, or against any Person in the Employment of the said Company, or against any other Person whomsoever.

so that the Settlement thereof is pleadable in Bar.

XI. And be it further enacted, That from and after the passing of this Act it shall be lawful for the said Company, by their Secretary for the Time being or by any Member thereof, to prefer any Indictment, Information, or other Criminal Proceeding in any Court against any Person for any Offence already committed or which shall hereafter be committed against the said Company; and in all Indictments, Informations, and other Proceedings against any Person, whether such Person be a Member of the said Company or not, for feloniously taking, stealing, or embezzling, damaging or destroying, or for any Offence whatsoever relating to any Goods, Chattels, Notes, Bills, Bonds, Deeds, or any Securities, Monies, Effects, or any Real or Personal Property whatsoever of or belonging to the said Company, in whomsoever the same may be vested, whether in the said Company, or in some Person in Trust for the said Company, or in some Person for the Use or Benefit thereof, such Goods, Chattels, Notes, Bills, Bonds, Deeds, Securities, Monies, Effects, or Property respectively may be laid and stated to be the Goods, Chattels, Notes, Bills, Bonds, Deeds, Securities, Monies, Effects, or Property respectively of "The *Birmingham* Coal Company;" and in all Indictments, Informations, and other Proceedings against any Person, whether such Person be a Member of the said Company or not, for any Conspiracy, Crime, Fraud, or Offence already committed or which shall hereafter be committed with Intent to injure or defraud the said Company, the same may be laid and stated to have been done with Intent to injure or defraud "The *Birmingham* Coal Company;" and it shall not be necessary to state in any such Indictment, Information, or other Proceeding the Name of all or any of the Persons or Corporations now or at any Time hereafter constituting the said Company, and any Offender shall or may thereupon be lawfully convicted in as valid and effectual a Manner, to all Intents and Purposes, as if the Names of all the Persons and Corporations constituting the said Company were inserted or used in such Indictment, Information, or other Proceeding, or in any Proceeding consequent or attendant thereon.

All Indictments to be in the Name of the Company.

XII. And be it further enacted, That the Shares in the Capital of the said Company shall remain and be Personal Estate, and be transmissible as such, and shall not be of the Nature of Real Property.

Shares to remain Personal Estate.

XIII. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Company, and their respective Executors, Administrators, and Assigns, to sell and transfer any Share to which he or they shall respectively be entitled; and every such Transfer shall be made in Writing, duly stamped, in the Form or to the Effect following; (that is to say,)

Shares may be sold and transferred.

'FORM

'FORM of TRANSFER.

'I [*or* We, *as the Case may be*,] of
'in consideration of the Sum of paid
'to me [*or* us, *as the Case may be*,] by
'of do hereby bargain, sell, assign, and transfer to
'the said his Executors, Administrators,
'and Assigns, Share [*or* Shares, *as the Case may be, and if new*
'*the same should be described as such*,] in the *Birmingham* Coal Com-
'pany, [Number *or* Numbers *if any*,] to hold to the
'said his Executors, Administrators, and
'Assigns, subject to the same Rules, Orders, and Restrictions, and on the
'same Conditions, as I [*or* we, *as the Case may be*,] held the same Share
'[*or* Shares] immediately before the Execution hereof; and I [*or* we, *as*
'*the Case may be*,] the said do hereby
'accept and take the said Share [*or* Shares, *as the Case may be*,] subject
'to the same Rules, Orders, Restrictions, and Conditions. As witness
'our Hands and Seals this Day of One
'thousand eight hundred and .'

Transfers to be registered.

And every such Transfer shall be produced to the Secretary of the said Company, and shall be registered in the Books of the said Company by an Entry of the Dates and Names of the Parties, and the Number, if any, of the Share transferred, for which Entry or Register a Sum not exceeding the Sum of Two Shillings and Sixpence shall be paid by the Person requiring such Transfer to the Secretary on his making the same; and a Copy of such Register, signed by the Secretary of the said Company, shall be sufficient Evidence of every such Transfer, and shall be admitted and received as such in all Courts, and by all Judges, Justices, and others; and until such Transfer shall be registered in the Books of the said Company as aforesaid no Purchaser of any Share, his or their Executors, Administrators, or Assigns, shall be deemed a Proprietor or have any Interest in the said Company or in the Profits thereof, or receive any Profits on such Share, nor be entitled to vote at any Meeting as a Proprietor of the said Company in respect of such Share.

For ascertaining the Proprietorship of Shares in certain Cases.

XIV. And whereas it may happen that Proprietors of Shares in the said Company shall die, marry, become insolvent or bankrupt, or go out of the Kingdom, and from such or other Causes it may not be in the Power of the said Company or any Officer acting for them to ascertain who is the Proprietor of a Share; be it therefore enacted, That in all Cases where the Right and Property in any Share in the said Company shall pass from any Proprietor thereof to any Person by any other legal Means than by a Transfer thereof in the Form or to the Effect and in manner herein specified, a Declaration according to Law shall be made by a credible Person before a Master Extraordinary of His Majesty's High Court of Chancery, or One of His Majesty's Justices of the Peace, stating the Manner in which such Share hath passed to such Person, his Executors, Administrators, and Assigns, and such Declaration shall be transmitted to the Secretary of the said Company to the Intent that the Name of every such Proprietor claiming to be entitled thereto may be entered and registered in the Register Book or List of Proprietors in the said Company.

XV. And

Power of a General Meeting to divide the Debts of the Company amongst the Partners in proportion to their Shares.

XV. And whereas it is expedient to provide Means for the Liquidation and Extinction of the Debts which shall or may from Time to Time be due and owing by the said Company; be it therefore enacted, That a General Meeting of the Partners in the said Company shall from Time to Time have Power to divide the Debts for the Time being due and owing by the said Company, or any Portion of such Debts, proportionally amongst the whole of the Partners for the Time being in the said Company, burthening each Partner with a Sum bearing the same Proportion to the Sum intended to be raised which such Partner's Share or Part of any Share in the said Company bears to the total Number of Shares and Parts of Shares in the said Company; and after such Division every Person and Corporation who shall at the Time of such Division be a Partner in the said Company shall be liable to the Payment of the Sum put or burthened upon him and them respectively, and shall pay the same at such Time and Place, and to such Person, and in such Manner as such General Meeting shall order, and which Order such General Meeting is hereby empowered to make: Provided always, that where Two or more Persons shall be jointly possessed of any Share or Part of any Share, then such Persons shall be jointly burthened in respect of such Share or Part of a Share, and they shall be liable to the Payment of the Sum put or burthened on them, and shall pay the same at the Time and Place, and to the Person, and in the Manner herein-before mentioned: Provided always, that no such Division shall take place unless Notice of such General Meeting, and of the Proposal to be made thereat in relation to such Division, shall have been given to each Partner by sending a Circular Letter by the Post, signed by the Secretary for the Time being of the said Company, to the last Address (if any) of such Partner which shall for the Time being have been entered in the Books of the said Company, and which Letter shall be put into the Post Office at *Birmingham* at least Fourteen Days and not more than Twenty-eight Days before the Time for holding such General Meeting, and which Notice the Committee are hereby empowered to direct the said Secretary to give: Provided always, that where Two or more Persons shall be jointly possessed of any Share or Part of any Share, then such Notice may be sent to any one of such Persons: Provided also, that no such Division shall take place unless there shall be present at such General Meeting, either in Person or by Proxy, One Half Part in Value of the Proprietors of Shares, and the Votes at such General Meeting shall be taken and given in the Manner prescribed by the Deed of Settlement of the said Company.

In case any Person shall not pay his Proportion of the Division, the Secretary empowered to sue him;

XVI. And be it further enacted, That in case any Person or Corporation shall at any Time refuse or neglect to pay the Sum which he or they shall under any such Division be liable to, or any Part of such Sum, at such Time and Place, and to such Person, and in such Manner as the said General Meeting shall order, it shall be lawful for the Secretary for the Time being of the said Company to sue for and recover such Sum or the Part thereof remaining unpaid by Action of Debt or otherwise in any of His Majesty's Courts of Record at *Westminster*, together with lawful Interest for the same from such appointed Time of Payment, and all Costs of Suit, from such Person or Corporation respectively: Provided always, that in Cases where Two or more Persons shall be jointly possessed of any Share or Part of a Share in the said Company, then the said Secretary shall and may in manner aforesaid sue for and recover the Sum

to which they shall be liable under any such Division, or the Part thereof remaining unpaid, with Interest and Costs as before mentioned, from all or any or either of such joint Proprietors.

and in default of Payment, the Committee may declare the Shares to be forfeited.

XVII. And be it further enacted, That if any Person or Corporation shall at any Time refuse or neglect to pay the Sum which he or they shall under any such Division be liable to, or any Part of such Sum, by the Time appointed for Payment of such Sum, and also for the Space of Thirty Days after Notice of his or their Liability to pay the same shall have been given by the Secretary for the Time being of the said Company to the Person or Corporation so refusing or neglecting, either by leaving such Notice at or by sending a Letter by the Post to his or their usual or last known Abode or Description, as the same is to be found in the Books of the said Company, then and in every such Case (whether the same Sum shall then have been sued for in any Court of Law or Equity or not) it shall be lawful for the Committee to declare that the Share or Part of any Share upon which such Refusal or Neglect shall have been made, and all Profit and Advantage to arise therefrom, shall be forfeited, and the same shall thereupon be forfeited accordingly, and be vested in the said Company in Trust for and for the Benefit of the rest of the Partners in proportion to their respective Interests in the said Company; and all Shares and Parts of Shares which shall or may be so forfeited shall or may at any Time thereafter be sold by or by the Order of the Committee for the most Money that can be gotten for the same, and the Produce thereof shall form Part of the Funds of the said Company.

Proceedings in Actions for Division.

XVIII. And be it further enacted, That in any Action to be brought by the Secretary for the Time being of the said Company against any Person or Corporation refusing or neglecting to pay the Sum which he or they shall under any such Division be liable to, or any Part of such Sum, it shall be sufficient for such Secretary to declare and allege that the Defendant, being a Proprietor of such or so many Share or Shares or Part or Parts of a Share or Shares in the said Company (as the Case may be), is indebted to the said Company in such a Sum of Money as his Liability under any such Division shall amount to for his Liability under a Division of the Debts for the Time being due and owing by the said Company, or under a Division of a Portion of such Debts (as the Case may be), whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of the making such Division was a Proprietor of such Share or Shares or Part or Parts of a Share or Shares in the said Company, and that such Division in fact took place, and it shall not be necessary to prove any other Matter or Thing whatsoever, and the said Secretary shall thereupon be entitled to recover what shall appear to be due.

Executors, &c. indemnified for paying Division.

XIX. And be it further enacted, That all Executors, Administrators, Trustees, Guardians of Infants, and Committees of Lunatics shall be and they are hereby indemnified against all Persons whomsoever for all Sums of Money which such Executors, Administrators, Trustees, Guardians, and Committees shall, in a due Course of Administration of the Property vested in them as such Executors, Administrators, Guardians, and Committees, pay in respect of any such Division.

XX. Pro-

No Share to be sold after a Division until Money is paid.

XX. Provided always, and be it further enacted, That after any such Division shall have been made by virtue of this Act no Person or Corporation shall sell or transfer any Share or Part of a Share which he or they shall possess in the said Company, until he or they shall have paid up the Sum which he or they shall under any such Division be liable to in respect of the Share or Part intended to be sold; and until such Sum shall be paid every such Sale or Transfer shall be void.

As to Chairman of General Meetings and of Meetings of Committee.

Proceedings to be entered in a Book.

XXI. And be it further enacted, That at every General Meeting of the Partners in the said Company one of the Members of the Committee present shall be appointed Chairman, and if no Member of the Committee shall be present one of the Partners shall be appointed Chairman; and such Chairman shall at such General Meeting not only vote as a Partner, but in case of an Equality of Votes shall have the decisive or casting Vote; and at every Meeting of the Committee one of the Members present shall be appointed Chairman, who shall at such Meeting of the Committee not only vote as a Member of the Committee, but in case of an Equality of Votes shall have the decisive or casting Vote; and the Orders and Proceedings of every General Meeting of Partners and of every Meeting of the Committee respectively shall be taken down in Writing, and shall be entered in a Book to be provided and kept for that Purpose, and which Book shall be signed by the Chairman; and such Orders and Proceedings when so entered and signed shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others; and the Orders and Proceedings of any General Meeting, so signed, shall be valid and binding on the said Company.

Committee empowered to sell Property of Company.

XXII. And be it further enacted, That the Committee shall have full Power to sell and dispose of all or any Part of the Messuages, Lands, Tenements, Hereditaments, Works, Goods, and Chattels for the Time being belonging to the said Company, in such Way or Manner and at such Times as they shall think fit and expedient, and also, for the Purpose of any such Sale or Disposition, to make, enforce, and carry into effect, and rescind, compound, and compromise, all Contracts and Bargains touching or in anywise concerning the same.

Trustees of any Property of the Company to convey and assign as the Committee shall direct.

XXIII. And be it further enacted, That every Person who is or shall be a Trustee of any Property for or on behalf of the said Company shall make and execute, or join in making and executing, all such Conveyances, Assignments, Mortgages, Leases, and Assurances as the Committee shall from Time to Time by any Writing order and direct; and the Order and Direction of the Committee shall be a full Indemnity to every Trustee for his making and executing, or joining in making and executing, any such Conveyance, Assignment, Mortgage, Lease, and Assurance; and on any such Trustee making and executing, or joining in making and executing, a Conveyance, Assignment, or Mortgage of all Property vested in him as such Trustee, he shall thereupon and at all Times thereafter be indemnified out of the Funds of the said Company against all Liabilities which he may have incurred on account of the said Company.

Receipts of Committee good Discharges.

XXIV. And be it further enacted, That the Receipt or Receipts in Writing of the Committee, or of the Banker or Secretary for the Time being

being of the said Company, for any Money which may be paid or become payable to them or him under or by virtue of this Act or otherwise, shall be a good and valid Discharge for the same, and the Person or Corporation to whom such Receipt or Receipts shall be respectively given shall not be answerable or accountable for the Loss, Misapplication, or Nonapplication, or be in anywise bound or concerned to see to the Application of the Money in such Receipt or Receipts respectively acknowledged to be received, or to inquire into the Necessity or Regularity of any Loan, Bond, Mortgage, Sale, or Disposition which may be made by virtue of this Act or otherwise.

Powers under Deed of Settlement not to be lessened.

XXV. And be it further enacted, That the Powers hereby given to the Committee shall not in anywise abridge or lessen any of the Powers or Authorities given to them in and by the said Deed of Settlement.

Indemnity to Committee.

XXVI. And be it further enacted, That the Confirmation by any General Meeting of Partners of the Acts and Proceedings of the Committee shall at all Times hereafter be a full Indemnity and Discharge to the Committee.

Servants of the Company not incompetent Witnesses.

XXVII. And be it further enacted, That in any Action, Suit, or other Proceeding at Law or in Equity respecting any Matter relating to the said Company no Person acting under the Authority or in the Service of the said Company shall be in any Manner incapacitated from giving Evidence in such Action, Suit, or other Proceeding.

Any Member of the Committee may grant Releases to Witnesses.

XXVIII. And be it further enacted, That in all Actions, Suits, or other Proceedings at Law or in Equity, and also in all Prosecutions commenced or instituted by or on the Behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Member of the Committee, not being personally interested otherwise than as a Proprietor of Shares, to sign, execute, and deliver, for and on the Behalf of the said Company, any such general or other Release as may be deemed to be necessary for the Purpose of exonerating and releasing any Person who may be produced as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, from any Claim or Demand which may be necessary to be released by the said Company in order to qualify such Person to give Evidence as a Witness in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding, and also to do any other Act in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding; which any Plaintiff, Defendant, or other Party may do in any Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding, and every such Release and Act respectively shall be valid and effectual to all Intents and Purposes whatsoever.

Service of Notice by the Company.

XXIX. And be it further enacted, That in all Cases wherein it may be necessary for the said Company to give any Summons, Demand, or Notice of any Kind whatsoever to any Person or Corporation, such Summons, Demand, or Notice may be given in Writing, signed by the Secretary, Attorney, or Solicitor for the Time being of the said Company.

XXX. And

Every one paying Money on account of Company indemnified.

XXX. And be it further enacted, That every Person and Corporation in whose Name any Action, Suit, or other Proceeding on account of the said Company shall be commenced, prosecuted, or defended, and every Person and Corporation who shall pay any Money on account of the said Company, and every Person and Corporation against whom Execution upon any Judgment or Decree obtained in any such Action, Suit, or Proceeding shall be issued, shall always be reimbursed and fully repaid out of the Funds of the said Company all such Monies, Costs, Charges, Losses, and Damages as by reason of such Action, Suit, Proceeding, Payment, or Execution he or they shall pay, incur, sustain, or be put unto; and if the Funds for the Time being of the said Company shall be insufficient to pay such Monies, Costs, Charges, Losses, and Damages in full, then the Deficiency shall be made good by the Members for the Time being of the said Company, and that Contribution and Payment shall and may in any such Case be enforced by Action at Law as well as by Suit in Equity.

Act to apply to all future Proprietors of the Company.

XXXI. And be it further enacted, That this Act as well as the said recited Act, and the Provisions herein and therein contained, shall extend and be construed and taken to extend to the said Company called the *Birmingham* Coal Company at all Times during the Continuance thereof, whether the said Company hath been heretofore from Time to Time or shall hereafter be composed of all or some of the Persons who were the original Proprietors thereof, or of all or some of those Persons together with some other Person, or whether the said Company be at the Time of passing this Act composed altogether of Persons who were not original Proprietors of the said Company, or whether the said Company shall hereafter be composed of Persons who were not original Proprietors thereof, or of Persons all of whom shall have become Proprietors of the said Company subsequently to the passing of this Act.

Company not incorporated by this Act.

XXXII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed or taken to extend to incorporate the said Company.

Public Act.

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

SCHEDULE referred to by the foregoing Act.

MEMORIAL of the Name of the Secretary [*or* the Person appointed to act or officiate as Secretary, *as the Case may be*,] to the Birmingham Coal Company, to be enrolled pursuant to an Act passed in the Eighth Year of the Reign of His Majesty King George the Fourth, intituled [*here insert the Title of the Act recited in this Act*].

A. B. of Secretary [*or as the Case may be*]. I, the above-named *A. B.*, do solemnly and sincerely declare, That I was on the Day of appointed Secretary [*or as the Case may be*] to the said Company or Copartnership; and I make this solemn Declaration conscientiously believing the same to be true.

MEMORIAL of Assignment of Shares in the Birmingham Coal Company, to be enrolled pursuant to an Act passed in the Eighth Year of the Reign of His Majesty King George the Fourth, intituled [*here insert the Title of the Act recited in this Act*].

E. F. on the Day of assigned Shares to *G. H.* of in the County of .

I *A. B.* of Secretary to the said Company or Copartnership, do solemnly and sincerely declare, That the Assignment above mentioned hath been duly made, as appears by the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true.

MEMORIAL of the Name [*or* Names] of a Proprietor [*or* Proprietors] of a new Share [*or* new Shares] in the Birmingham Coal Company, to be enrolled pursuant to an Act passed in the Year of the Reign of His Majesty King William the Fourth, intituled [*here set forth the Title of this Act*].

I *A. B.* of Secretary to the above-named Company or Copartnership, do solemnly and sincerely declare, That the above-named is [*or* are] a Member [*or* Members] of the said Company or Copartnership in respect of a new Share [*or* new Shares], as appears by the Books of the said Company or Copartnership; and I make this solemn Declaration conscientiously believing the same to be true.

MEMORIAL of Assignment of new Shares in the Birmingham Coal Company, to be enrolled pursuant to an Act passed in the Year of the Reign of His Majesty King William the Fourth, intituled [*here set forth the Title of this Act*].

E. F. on the Day of assigned new Shares to *G. H.* of in the County of

I *A. B.* of Secretary to the said Company or Copartnership, do solemnly and sincerely declare, That the Assignment above mentioned hath been duly made, as appears by the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true.

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