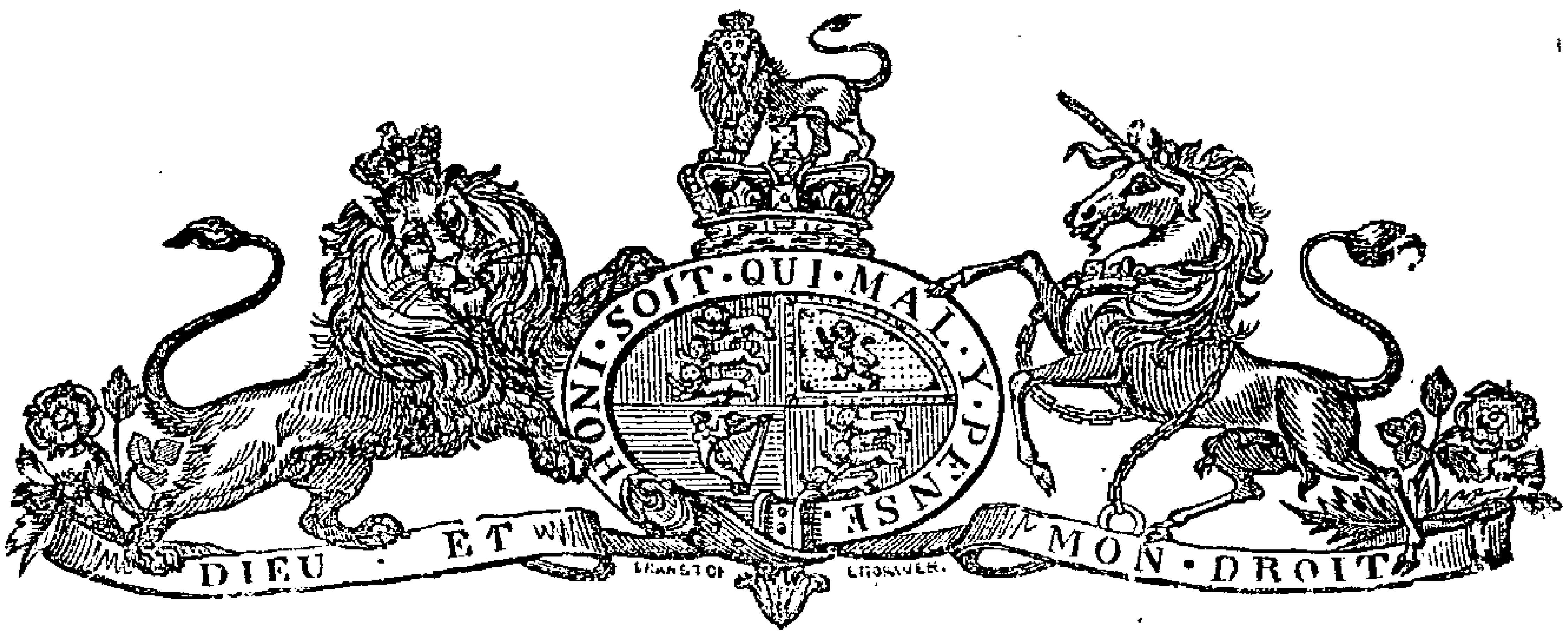


ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

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Cap. lxxvii.

An Act for confirming and carrying into effect an Arrangement made by the Court of Chancery concerning the Proprietors of the *Bowling* Iron Company, and for granting certain Powers to the said Company. [1st *August* 1849.]

Bill filed in the Court of Chancery, 25th June 1844.

WHEREAS on or about the Twenty-fifth Day of *June* One thousand eight hundred and forty-four *Harriett Rebecca Elizabeth Sturges*, an Infant, by her next Friend, and others, filed their Bill of Complaint against *John Green Paley* and others, which, as amended and re-amended, and by Bills of Revivor and Supplement, was against the said *John Green Paley* and others, and thereby, after stating a certain Indenture dated the Twenty-sixth Day of *June* One thousand eight hundred and four, and duly made and executed between and by *John Sturges* the elder, deceased, of the First Part, *John Sturges* the younger, deceased, of the Second Part, *John Green Paley*, a Defendant to the said Bill, of the Third Part, *Thomas Mason*, another Defendant to the said Bill, of the Fourth Part, *George Paley* deceased of the Fifth Part, the Reverend *John Simons* Clerk, deceased, of the Sixth Part, and *William Sturges* deceased (in the said Bill distinguished as *William Sturges* the

Son) of the Seventh Part, being a Deed for forming and regulating a Partnership then agreed to be formed between the said Parties thereto in the Trade or Business of Cast-iron Founders, and in the making, casting, and vending of Cast-iron Goods, Wares, and Merchandizes, the manufacturing and making of malleable Iron, and in the purchasing, getting, and selling of Coals, and burning the same into Cinders, and selling and disposing thereof, and in such other Trades and Businesses as were incident and belonging thereto, as they the said Parties, or a Majority of them, should agree upon, and that it was by the said Deed agreed that the said Partnership should last for Forty Years, to commence from the Twenty-fourth Day of *June* One thousand eight hundred and four, and be carried on at certain Iron Works and Premises then belonging to the said Parties thereto, situate at *Bowling* in the Parish of *Bradford* and *Holbeck* in the Parish of *Leeds*, both in the County of *York*, under the Name of *John Sturges* and Company, and that the Property and Assets of the said Partnership should be considered as divided into One hundred and twenty Shares, which Shares should be estimated at Seven hundred Pounds *per* Share, and should be held by the said Parties in the Proportions following, (namely,) the said *John Sturges* (the elder) Twenty-four Shares thereof, the said *John Sturges* (the younger) Twenty-four Shares thereof, the said *John Green Paley* Fifteen Shares thereof, the said *Thomas Mason* Fifteen Shares thereof, the said *George Paley* Twelve Shares thereof, the said *John Simons* Fifteen Shares thereof, and the said *William Sturges* (the Son) Fifteen Shares thereof; and also stating that the said Trades or Businesses had been carried on at *Bowling* aforesaid, pursuant to the Provisions of the said Indenture of the Twenty-sixth Day of *June*, in the said Bill by Mistake stated as the Sixth Day of *June*, One thousand eight hundred and four, by the several Persons therein named, as Partners in such Trades or Businesses, or the Persons deriving Title under them, as therein-after mentioned, under the said Style or Firm of *John Sturges* and Company from the Date and Execution of the said Indenture, until the Twenty-fourth Day of the then instant Month of *June*, when such Copartnership determined by Effluxion of Time, and after also stating divers Deeds, Wills, and other Assurances and Acts in the Law, whereby it appeared that the said several Shares in the said Copartnership Assets and Effects had become vested in the several Parties, Plaintiffs and Defendants, in the said Suit, the said Bill prayed that it might be declared that the Copartnership in the said Bill mentioned determined by Effluxion of Time on the Twenty-fourth Day of the then Month of *June*, and that the same thereupon became and was then dissolved, or that it might be declared by the said Court that the said Partnership was dissolved and at an end, and that an Account might be taken of the Dealings and Transactions of the said Copartnership, not disturbing any Accounts thereof which might have been duly settled in pursuance of the said Articles of Copartnership, and that all the Estates and Property belonging to the said Copartnership at the Time of the Determination thereof might be ascertained, and that the same might be sold or otherwise disposed of, and got in and realized, and that an Account might be taken of the Debts and Liabilities of the said late Copartnership, and that the same might be paid and satisfied or duly provided for, and that the Affairs and Concerns of

the said late Copartnership might be wound up and finally settled and adjusted, and that the Rights and Interests of all Parties in the Estates and Property of the said Copartnership, and the Monies to be produced by the Sale and Disposal thereof, might be ascertained and declared, and that the same might be paid to and divided among the Parties entitled thereto according to their respective Interests therein, and that some proper Person or Persons might be appointed by the said Court to manage and conduct the Business of the said Copartnership in the meantime and until the same should be wound up, and the Estates and Property thereof sold and disposed of, and, if necessary, that some proper Person or Persons might be appointed to receive and get in all Monies due and owing to the said late Copartnership, and the Rents and Profits of the said Estates thereof, and that for the Purposes aforesaid all necessary Accounts and Inquiries might be directed, and Directions given, and for general Relief; and the several Defendants who were within the Jurisdiction of the said Court appeared and put in their Answers: And whereas the Plaintiffs in the said Causes did, on the Fourteenth Day of *January* One thousand eight hundred and forty-eight, prefer their Petition unto the Right Honourable the Lord High Chancellor of *Great Britain*, setting forth, among other things, that a Proposal had lately been made on behalf of the several Parties interested in the said Copartnership not under Disability to the following Effect, (namely,) that the several Persons then interested in the said expired Partnership, or the Trustees of such of them as were under any Disability, should be formed into a new Company or Partnership, to be called "The *Bowling* Iron Company," that the Capital of the said Company or Partnership should consist of the Property and Effects of the said expired Partnership other than the Profits which had arisen from the said Works since the last Division of the Profits thereof, and that the same should be taken to be of the total Value of Two hundred and four thousand Pounds (after paying or deducting the Debts and Liabilities of the said Partnership), being the Amount of the Capital which had been brought into the said expired Partnership by the several Persons interested therein (over and above any Loans or Advances by any of such Persons), and that such Capital should be considered as divided into Eight hundred and sixteen Shares of Two hundred and fifty Pounds each, and that such Shares should be distributed or divided between the several Persons interested in the said expired Partnership, or the Trustees of such of them as were under any Disability, according to the Shares or Proportions in which they were then interested in or entitled to the Capital and Property of the said expired Partnership, the several Persons then holding Shares in the said expired Copartnership as Trustees holding an equivalent Number or Portion of Shares in the proposed new Company or Partnership upon similar Trusts, but such Trustees to be deemed, as between themselves and the said Company or Partnership, the Holders of the said Shares in their own Right, and the said Company or Partnership not to be affected by Notice of the said Trusts, and that the Affairs of the said Company or Partnership shall be managed and conducted under a Deed of Settlement to be prepared and settled under the Direction of the said Court, and that an Application should be made to Parliament for an Act to incorporate the said Company or Partnership, or for Powers to enable the said Company or Partnership

Petition to the Court by the Plaintiffs in the Cause, dated 14th Jan. 1848.

Partnership to sue and be sued in the Name of some Officer or Shareholder thereof, and for other necessary or expedient Powers; and that the Petitioners were advised that the proposed Arrangement, if the same could be carried into effect, would be beneficial to them and all the other Persons interested in the said expired Copartnership; and praying that it might be referred to Master *Dowdeswell* (the Master to whom the said Causes stood referred) to inquire and state to the Court whether it would be for the Benefit of the infant Petitioners, and the several other Persons interested in the Copartnership Property and Effects in the Petition mentioned, and not competent to consent, that the Arrangement set forth in the Petition for continuing the Works, and for the Establishment of a new Company or Partnership upon the Basis in the Petition set forth, or with any and what Variation, should be carried into effect; and in case the said Master should find that it would be for the Benefit of the infant Petitioners and the other Persons interested as aforesaid, and not competent to consent, that the said proposed Arrangements should be carried into effect, then that the said Master might be directed to approve of a proper Deed of Settlement for that Purpose, and also inquire and state whether it would be fit and proper that Application should be made to Parliament for an Act or Acts to confirm the said proposed Arrangement, and to incorporate the said Company or Partnership, or for Powers to enable the said Company or Partnership to sue and be sued in the Name of some Officer or Shareholder thereof, and for other necessary or expedient Powers; and in case the said Master should not approve of the said proposed Arrangement on behalf of the infant Petitioners and the other Persons interested as aforesaid, and not competent to consent, then that he might be at liberty to receive and consider and report upon any other Proposal that might be laid before him, by or on behalf of any of the Parties interested in the said Copartnership Property and Effects, for continuing and carrying on the said Works; and that the said Master might also ascertain and state who were the Persons entitled to any Shares, Rights, and Interests in the said expired Copartnership Property and Effects, and the Nature and Extent of such Shares, Rights, and Interests, and the Contingencies (if any) affecting the same, and whether all or any of such Persons were Parties to the said Suits, or to any Suit which might be thereafter instituted supplemental thereto: And whereas by an Order of his Honour the Vice Chancellor of *England*, bearing Date the Twenty-first Day of *January* One thousand eight hundred and forty-eight, made on the Hearing of the said Petition, it was referred to Mr. *Dowdeswell*, the Master to whom the said Causes stood referred, to inquire and state to the Court whether it would be for the Benefit of the infant Petitioners, and the several other Persons interested in the Copartnership Property and Effects in the Petition mentioned, and not competent to consent, that the Arrangement set forth in the said Petition for continuing the Works as in the Petition mentioned, and for the Establishment of a new Company or Partnership upon the Basis in the Petition set forth, or with any and what Variation, should be carried into effect; and in case the said Master should find that it would be for the Benefit of the infant Petitioners and the other Persons interested as aforesaid, and not competent to consent, that the said proposed Arrangement should be carried into effect, then it

Order of Vice Chancellor, referring same to the Master, dated 21st Jan. 1848.

was

was ordered that the said Master should approve of a proper Deed of Settlement for that Purpose, and also inquire and state whether it would be fit and proper that Application should be made to Parliament for an Act or Acts to confirm the said proposed Arrangement, and to incorporate the said Company or Partnership, or for Powers to enable the said Company or Partnership to sue and be sued in the Name of some Officer or Shareholder thereof, and for other necessary or expedient Powers; and in case the Master should find that it would be fit and proper that Application should be made to Parliament for an Act or Acts, it was ordered that the Master should approve of the Draft of a Bill or Bills to be brought into Parliament for effecting the Purposes aforesaid; and in case the said Master should not approve of the said proposed Arrangement on behalf of the infant Petitioners and the other Persons interested as aforesaid, and not competent to consent, then it was ordered that the said Master should be at liberty to receive and consider and report upon any other Proposal that might be laid before him, by or on behalf of any of the Parties interested in the said Copartnership Property and Effects, for continuing and carrying on the said Works; and it was ordered that the said Master should also ascertain and state who were the Persons entitled to any Shares, Rights, and Interests in the expired Copartnership Property and Effects in the Petition mentioned, and the Nature or Extent of such Shares, Rights, and Interests, and the Contingencies (if any) affecting the same, and whether all or any of such Persons were Parties to the said Suits, or to any Suit which might be thereafter instituted supplemental thereto; and that after the said Master should have made his Report such further Order should be made as should be just: And whereas in pursuance to the said Order of the Twenty-first Day of *January* One thousand eight hundred and forty-eight the said Master duly made his Report bearing Date the Twenty-third Day of *June* One thousand eight hundred and forty-nine, whereby the said Master stated that he had been attended by the Solicitors for the Plaintiffs and the Defendants, and in their Presence he had considered of the several Matters referred to him by the said Order, and a State of Facts had been laid before him on behalf of the Plaintiffs, stating to the Effect therein-after mentioned, and in support of the said State of Facts the several Indentures therein-after mentioned, together with the following Affidavits, had been produced and read before him, (that is to say,) of the Defendant *John Green Paley*, sworn the Second Day of *June* One thousand eight hundred and forty-eight, of the Defendant *Joseph Sturges*, sworn the Fourth Day of *July* One thousand eight hundred and forty-eight, of *Samuel Francis Walker* of *Bradford* in the County of *York*, Attorney's Clerk, sworn the Second Day of *June* One thousand eight hundred and forty-eight, of the Defendant *John William Sturges*, sworn the Fifth Day of *June* One thousand eight hundred and forty-eight, of the said *Joseph Sturges*, sworn the Sixth Day of *June* One thousand eight hundred and forty-eight, of the said *Samuel Francis Walker*, sworn the Sixth Day of *June* One thousand eight hundred and forty-eight, of the Defendant *Hall John Denny*, sworn the Twelfth Day of *June* One thousand eight hundred and forty-eight, of *Edward Knight* of *Bradford* in the said County of *York*, Woolstapler,

Master's Report, dated 23d June 1849.

stapler, sworn the Second Day of *June* One thousand eight hundred and forty-eight, of the Defendant *Joshua Pollard*, sworn the Seventeenth Day of *June* One thousand eight hundred and forty-eight, of the Defendant *Richard Stovin Maw*, sworn the Fifth Day of *June* One thousand eight hundred and forty-eight, of the Defendant *John Woodwark*, sworn the Tenth Day of *June* One thousand eight hundred and forty-eight, of the Defendant *Thomas Walford*, sworn the Sixth Day of *June* One thousand eight hundred and forty-eight, of the Defendant *Mary Ann Parker*, sworn the Fourteenth Day of *June* One thousand eight hundred and forty-eight, of *Charles Clark* of *Middle Temple Lane* in the City of *London*, Esquire, sworn the Seventeenth Day of *June* One thousand eight hundred and forty-eight, of the Defendant *Thomas Atchison*, sworn the Thirteenth Day of *June* One thousand eight hundred and forty-eight, of *Charles Rugg* of *Newcastle-under-Lyne* in the County of *Stafford*, Gentleman, sworn the Thirteenth Day of *June* One thousand eight hundred and forty-eight, of the Defendant *Sarah Simons*, sworn the Thirteenth Day of *June* One thousand eight hundred and forty-eight, and of the Plaintiff *William Anthony Mitchison* the elder, sworn the Thirty-first Day of *May* One thousand eight hundred and forty-nine, and that it was submitted to him on behalf of the infant Petitioners (the Plaintiffs in the last-mentioned Cause) that the said Proposal and Arrangement, with such Variations as he might consider necessary and expedient, should be carried into effect; and on Consideration of the said State of Facts and Proposal, and of the Evidence so produced and read before him in support thereof, he was of opinion, and therefore found, that it would be for the Benefit of the infant Petitioners (the Plaintiffs in the last-mentioned Cause), and the several other Persons interested in the Copartnership Property and Effects in the said Petition and therein-before mentioned, and not competent to consent, that the Arrangement set forth in such Petition and therein-before stated, for continuing the Works as in the Petition mentioned, and for the Establishment of a new Company or Partnership upon the Basis in the Petition and therein-before set forth, without any Variation, should be carried into effect; and it being by the said Order directed that in case he should find that it would be for the Benefit of the infant Petitioners and the other Persons interested as aforesaid, and not competent to consent, that the said proposed Arrangement should be carried into effect, then that he should approve of a proper Deed of Settlement for that Purpose, and being of opinion that it would be for the Benefit of the infant Petitioners and the other Persons interested, and not competent to consent, that the said proposed Arrangement should be carried into effect, he had perused and settled the Draft of a Deed of Settlement for that Purpose laid before him on behalf of the Plaintiffs in the last-mentioned Cause, such Draft being expressed to be made between *John Green Paley* of *Oatlands* in the County of *York*, Esquire, *Thomas Paley*, late of *Bollinghall* in the Parish of *Bradford* in the same County, and then of *Westbourne Terrace* in the County of *Middlesex*, Esquire, *Thomas Mason* of *Copt Hewick* in the said County of *York*, Esquire, *Jane Binfield Sturges* of *Datchet* in the County of *Bucks*, Spinster, *Sophia Rebecca Sturges* and *Mary Ann Sturges* of the same Place, Spinsters, *Edward Selwyn* of *Hemingford Abbotts* in the County of

of *Huntingdon*, Clerk, *Mary Ann Parker* of the Island of *Guernsey*, Widow, *Maria Lydia Simons* of the Island of *Guernsey* aforesaid, Spinster, *Mary Ann Simons* of the same Place, Spinster, *John William Sturges* of *Beechfield House* near *Doncaster* in the said County of *York*, Esquire, *Joseph Sturges* late of the *Albany* and then of *New Bond Street* in the City of *Westminster*, Esquire, *Joshua Pollard* of *Scarr Hill* in the said Parish of *Bradford*, Esquire, *Sarah Simons* of *Teignmouth* in the County of *Devon*, Widow, *Thomas Atchison* of *Walthamstow* in the County of *Essex*, Esquire, and *Frederick Michael Selwyn* of the *Inner Temple*, *London*, Gentleman, the Reverend *Edward John Selwyn* of *Dacre Terrace* in the Parish of *Lewisham* in the County of *Kent*, Clerk, and *John Strudwicke Bunce* of *Woodford* in the said County of *Essex*, Esquire, of the one Part, and *John Outhwaite* of *Poppleton* in the said County of *York*, Doctor in Medicine, and *John Hustler* of *Rosemerryn* near *Falmouth* in the Parish of *Budock* in the County of *Cornwall*, Esquire, of the other Part, and he did approve of such Draft Deed of Settlement as a proper Deed of Settlement for the Purpose aforesaid, and had caused such Draft Deed of Settlement to be fairly transcribed on Paper, and in testimony of his Approval had signed his Name at the Foot thereof; and it being also directed by the said Order that he should inquire and state whether it would be fit and proper that Application should be made to Parliament for an Act or Acts to confirm the said proposed Arrangement, and to incorporate the said Company or Partnership, or for Powers to enable the said Company to sue and be sued in the Name of some Officer or Shareholder thereof, and for other necessary or expedient Powers, and that in case he should find that it would be fit and proper that Application should be made for an Act or Acts, it was ordered that he should approve of the Draft of a Bill or Bills to be brought into Parliament for effecting the Purposes aforesaid; and being of opinion that an Application should be made to Parliament for such Act as aforesaid, he had perused and settled and did approve of the Draft of a Bill proposed to be brought into Parliament, and laid before him on behalf of the Infant Petitioners, for effecting the Purposes aforesaid, and he had caused such Draft Bill to be fairly transcribed on Paper, and in testimony of his Approval had signed his Name at the Foot thereof; and it being directed by the said Order that he should also ascertain and state who were the Persons entitled to any Shares, Rights, and Interests in the expired Copartnership Property and Effects in the said Petition mentioned, and the Nature and Extent of such Shares, Rights, and Interests, and the Contingencies (if any) affecting the same, and whether all or any of such Persons were Parties to the said Suits, or to any Suit which might be thereafter instituted supplemental thereto, he had in the Schedule to that his Report annexed set forth a Statement showing the Names of the Parties entitled to any Shares, Rights, and Interests in the said expired Copartnership Property and Effects, and the Nature and Extent of such Shares, Rights, and Interests, and the Contingencies affecting the same, and that he had in the said Statement distinguished such of the said Persons as were Parties to the said Suits: And whereas the said Report of the Twenty-third Day of *June* One thousand eight hundred

Order confirming Mas-

ter's Report, dated 6th July 1849.

dred and forty-nine hath since been duly confirmed by an Order bearing Date the Sixth Day of *July* One thousand eight hundred and forty-nine, made on the Petition of the said Plaintiffs, whereby it was ordered that the Arrangement in the said Report mentioned should be carried into effect in manner and by the Means in the said Report mentioned, and whereby it was also ordered that the Petitioners should be at liberty to apply for the Act of Parliament in the said Report mentioned, for the Purposes therein and in the Draft of the said Act mentioned, with Liberty for the said Master from Time to Time to approve of and sanction any Amendments in the Bill submitted to Parliament: And whereas great Numbers of poor and industrious Persons have been and now are employed in carrying on the said Works, Trades, and Businesses of the *Bowling* Iron Company, and it is expedient to afford Facilities for the Continuance of such Employment, and for removing the Difficulties that may arise in legal Proceedings by or against the said *Bowling* Iron Company, either in consequence of many of the Shares in the Capital thereof being now held in trust for Minors or married Women, or in consequence of its being necessary that all the Proprietors for the Time being of the same Company should be named in any legal Proceedings as aforesaid: And whereas it is also expedient that the Arrangement made under the Sanction of the said Court of Chancery should be confirmed and carried into effect by Act of Parliament, and that such further Powers should be granted to the said *Bowling* Iron Company as are herein-after contained: 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,

Deed of Settlement to be executed.

That the said Deed of Settlement so approved of and settled as aforesaid, with such Alterations therein, if any, as the said Court of Chancery shall hereafter approve and direct, shall be forthwith engrossed on Parchment, and the same Deed, when so engrossed, shall be signed and executed in due Form of Law by the several Parties thereto, and the said Master shall prepare and sign a Certificate of such Execution in such Form as he may think fit, and such Certificate shall be enrolled in the High Court of Chancery within Twelve Calendar Months from the passing of this Act.

Act to come into operation when Certificate of Execution of Deed of Settlement shall be enrolled.

II. And be it enacted, That this Act shall commence and come into operation when and so soon as the said Deed of Settlement, so approved of and settled under the Authority and with the Approbation of the Court of Chancery, with such Alterations therein, if any, as the said Court shall hereafter approve and direct, shall have been executed by the several Parties thereto, and such Execution shall have been certified, and the Certificate thereof enrolled as hereinbefore provided.

Capital of the Company to be divided into Shares.

III. And be it enacted, That the Capital of the said Company shall be divided into Shares, pursuant to the Provisions for that Purpose contained in the said Deed of Settlement lately made under the Authority and with the Approbation of the Court of Chancery.

Shares to be considered as Personalty.

IV. And be it enacted, That all Shares in the said Undertaking shall be Personal Estate, and transmissible as such, and shall not be of the Nature of Real Estate.

Present and future Proprietors to be the Persons who shall be registered as Shareholders in the Company.

V. And be it enacted, That the several Persons respectively Parties to the said Deed of Settlement, all of whom are herein-after distinguished by the Title of Proprietors, and the several other Persons who shall become Proprietors in the said Undertaking by virtue of the Provisions contained in the same Deed, shall, so long as they shall respectively hold and retain any Share or Shares and be registered in the Share Register Book of the said Company, be considered as the Proprietors or Shareholders thereof, under the Name and Style of the *Bowling* Iron Company.

Persons being Holders of Shares in the old Company to hold their Shares in the new Company subject to the same Trusts as such Shares were subject to.

VI. And be it enacted, That the several Persons Parties to the said Deed of Settlement, and mentioned therein as having become Holders of Shares in the said *Bowling* Iron Company in respect of the Shares or Interests of any other Person or Persons beneficially interested in the Capital and Effects of the old Company which traded under the Firm of *John Sturges* and Company, shall, as between themselves respectively and the several and respective Parties beneficially entitled to any Interest in the Shares or Property of the *Bowling* Iron Company, hold the said Share or Shares in the same Company upon the same Trusts to which such Share or Shares was, were, or would have been subject if this Act had not passed, but that as between the Company and the Persons who now are or hereafter may become Proprietors in the *Bowling* Iron Company, and all Third Parties, the Company shall not be bound to see to the Execution of any Trust, whether express, implied, or constructive, to which any of the said Shares now are or hereafter may be subject; and the Receipt of the Party in whose Name any such Share shall stand in the Books of the Company, or if it stands in the Names of more Parties than One the Receipt of the Party first named in the Register of Shareholders, and then surviving, shall from Time to Time be a sufficient Discharge for the Company for any Dividend or other Sum of Money payable in respect of such Share, notwithstanding any Trust to which such Share may then be subject, and whether or not the Company have had Notice of such Trusts, and the Company shall not be bound to see to the Application of the Money paid upon such Receipt.

The Company may sue and be sued in the Name of the Manager.

VII. And be it enacted, That in all Actions and Suits at Law or in Equity, and other legal Proceedings to be hereafter brought, instituted, or prosecuted by or on behalf of the said *Bowling* Iron Company, either alone or jointly with any other necessary Parties, it shall be sufficient to state, and to proceed or act, and to take all Steps necessary or proper to be taken on the Part of the Plaintiff, in the Name of One of the Managers, or if there be no Manager for the Time being, then in the Name of any Proprietor; and in all Actions, Suits, or other legal Proceedings to be hereafter brought, instituted, or prosecuted against the said *Bowling* Iron Company, either alone or jointly with any other necessary Parties, it shall be sufficient to state the Name of the Managers of the Company, or some One of them,

them, or in the event of there being no Manager for the Time being, then to state the Name of some One of the Proprietors, as the nominal Defendant representing the Company in such Proceedings: Provided always, that any Party suing the Company may, if he thinks fit, join any Proprietors of the Company, or Persons who shall have been Proprietors of the Company, together with such nominal Party, as Defendants in Equity, for the Purpose of Discovery, or in case of Fraud.

Criminal Proceedings to be instituted in the Name of the Company.

VIII. And with regard to Proceedings of a Criminal Nature to be instituted by the Company, be it enacted, That it shall be lawful for the Company, by the Managers for the Time being of the Company, or One of them, to prefer and prosecute any Indictment or any Criminal Proceedings against any Person for any Offence already committed or which shall hereafter be committed against the Company; and in any such Proceeding, if the same be for stealing or embezzling the Property of the Company, whether vested in them or in any Person in trust for them, it shall be sufficient for them to state in the Indictment or Information that such Property (whether Money, Goods, Chattels, Effects, Bills, Notes, Securities, or other Property,) is or was the Property of the *Bowling* Iron Company, or if such Proceeding be for Fraud or Forgery, or other Crime or Offence committed against or with Intent to injure or defraud the Company, then it shall be sufficient to state that the Offence was committed against or with Intent to injure or defraud the *Bowling* Iron Company, and thereupon any Offender, whether he be or have been a Proprietor of the Company or not, may be lawfully convicted of any such Crime or Offence.

Company may sue for Instalments, &c. in the Name of the Manager.

IX. And be it enacted, That for the Recovery of any Monies that are or shall be due or payable from any Proprietors of the Company, or from the Executors, Administrators, or Assigns of any Proprietor, for or in respect of any Subscription Contract or Engagement entered into by such Proprietor with the Company, or the Managers or Trustees thereof, it shall be sufficient, in any Action or other legal Proceeding to be brought, instituted, or prosecuted for the Recovery of such Monies, or for Damages for the Nonpayment thereof, to proceed, act, and sue in the Name of the Managers for the Time being of the Company, or any One of them, as the nominal Plaintiff or Agent representing the Company, Managers, or Trustees in such Action or other legal Proceeding; and it shall not in any Case be necessary to sue or prosecute such Action or other legal Proceeding in the Name of the Managers or Trustees, or original Contractors or Covenantees: Provided nevertheless, that nothing herein contained shall be deemed or construed to exempt the Plaintiff in any such last-mentioned Action from making Profert of any Deed or Contract of which it would have been necessary to make Profert if the Action had been brought in the Name of the original Contractors or Covenantees, or any of them.

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

X. And be it enacted, That the Death, Resignation, or Removal of any Person who under this Act shall be the nominal Plaintiff or Defendant or other Party representing the Company in any Action, Suit,

Suit, or other Proceeding by or on behalf of or against the Company shall not abate or prejudice any such Action, Suit, or other Proceeding, but the same may be continued, prosecuted, and carried on in the Name of any other Manager of the Company, or in the event of there being no Manager then in the Name of any Proprietor of the Company.

As to Actions for or against Proprietors.

XI. And be it enacted, That no Action, Suit, or other Proceeding by or against the Company shall be in anywise affected by reason of the Defendant or Plaintiff therein being a Proprietor or former Proprietor of the Company, but such Proprietor, either alone or jointly with any other Person, as against the Company, or the Company against any such Proprietor, either alone or jointly with any other Person, shall have the same Rights and Remedies in respect of any Cause of Action, Suit, or other Proceeding whatever which such Proprietor or the Company might have had if such Cause of Action, Suit, or other Proceeding had arisen with a Stranger.

Plea in bar of former Suit.

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

Officers suing not incapacitated as a Witness.

XIII. And be it enacted, That no Manager or other Officer of the Company shall, by reason of his being such nominal Party in any Action, Suit, or other Proceeding brought, instituted, or prosecuted under the Authority of this Act, be incapacitated from being a Witness in any such Action, Suit, or other Proceeding, if in other respects admissible; and that no Proprietor of the Company shall be considered incompetent to give Evidence on behalf of the Company in any Action, Suit, or Proceeding whatsoever solely by reason of his Interest as such Proprietor.

Bankruptcy, &c. of Officer or individual Proprietor not to affect Suit or cause Bankruptcy of the Company.

XIV. And be it enacted, That the Bankruptcy, Insolvency, or Stoppage of Payment of any such nominal Party, or of any Proprietor of the Company in his individual Capacity, shall not be construed to be the Bankruptcy, Insolvency, or Stoppage of Payment of the Company, nor shall any such Event in any way abate or prejudice any such Action, Suit, or other Proceeding as aforesaid; and, notwithstanding such Bankruptcy, Insolvency, or Stoppage of Payment, such Action, Suit, or other Proceeding may be continued in the Name of such nominal Party, and the Property and Effects of the Company shall in all respects be liable, in the same Manner as if such Bankruptcy, Insolvency, or Stoppage of Payment had not taken place.

Judgment or Decree to be enforced against the Company and Proprietors.

XV. And be it enacted, That any Judgment, Decree, or Order of any Court of Justice in any Proceeding against any such nominal Party as aforesaid, and every Execution issued thereon against such nominal Party, his Estate, Property, or Effects, as such nominal Party, may be lawfully enforced and executed against and shall have the like Effect on the Estate, Funds, and Property of the said Company, and

and upon the Personal Estate, Funds, and Property of every Proprietor thereof, as if every individual Proprietor had been by Name a Party to such Proceeding.

Form of Execution against Proprietors.

XVI. And be it enacted, That it shall be lawful for the Plaintiff in any Action, Suit, or Proceeding against any such nominal Party as aforesaid, if he shall think fit, either before or after any Execution issued by him against the Estate, Funds, and Property of the Company, to cause Execution upon any Judgment, Decree, or Order obtained by him in any such Action, Suit, or other Proceeding against any such nominal Party as aforesaid to be issued against any Proprietor for the Time being of the Company, and so from Time to Time against any other such Proprietor, and to cause the Name of such Proprietor to be inserted in the Writ or Process of Execution, describing him therein as a Proprietor of the *Bowling* Iron Company, and no Writ of Scire facias, nor any Suggestions on the Record, nor any Leave of the Court, shall be necessary before issuing or executing any such Execution: Provided always, that the Plaintiff shall not cause such Execution to be issued against any such Proprietor until One Week after Notice in Writing of his Intention to do so shall have been given to such Proprietor; and such Notice shall contain a Demand of Payment of the Sum for which such Execution is proposed to be issued, and shall be signed by the Plaintiff or his Attorney, and be served on such Proprietor personally, or by leaving the same at his usual or last known Place of Abode.

As to Executions against former Proprietors.

XVII. And be it enacted, That if the Executions herein-before mentioned shall have been ineffectual to recover such Satisfaction as aforesaid, and due Diligence shall have been used thereby to obtain Satisfaction, it shall be lawful for the Plaintiff in any such Action, Suit, or other Proceeding against any such nominal Party as aforesaid to cause Execution upon any Judgment, Decree, or Order obtained by him to be issued, levied, and made against the Person, Property, and Effects of any Proprietor who was a Proprietor of the Company at the Time when the Contract, Engagement, or Liability upon or in respect of which such Action, Suit, or other Proceeding shall have been instituted was entered into, or became a Proprietor during the Time such Contract, Engagement, or Liability was unexecuted or unsatisfied or formed, or was a Proprietor at the Time of the said Judgment, Decree, or Order being obtained, although such Person at the Time of issuing such Execution may have ceased to be a Proprietor of the Company, and so from Time to Time against any other such former Proprietor; and it shall not be necessary for such Plaintiff to proceed by Writ of Scire facias upon any such Judgment, Decree, or Order, but such Plaintiff shall from Time to Time enter a Suggestion upon the Record that the Person against whom such Execution is proposed to be issued was a Proprietor of the Company when such Contract, Engagement, or Liability was entered into or formed, or became a Proprietor during the Time such Contract, Engagement, or Liability was unexecuted; and the Court in which such Judgment, Decree, or Order shall have been obtained, or some Judge thereof, shall allow such Suggestion to be entered, upon Application for that Purpose, and upon Proof of Notice of such Application given to the Person

Person against whom such Execution is proposed to be issued, unless such Court or Judge shall be satisfied that such Person was not a Proprietor of the Company when such Contract, Engagement, or Liability was entered into or formed, or became such during the Time the same was unexecuted; and a Copy of the Memorial hereinafter directed to be enrolled shall be sufficient *primâ facie* Evidence on the Part of any such Plaintiff of the Fact that the Parties named and appearing therein as Proprietors of the Company were and are such Proprietors, until they shall respectively appear by such Memorials to have ceased or discontinued to be Proprietors of the Company, and no Traverse or Denial of such Suggestion shall be allowed as against such Plaintiff after the same shall have been so entered; and the Plaintiff so issuing Execution from Time to Time as aforesaid shall be at liberty to levy and recover upon such Execution all the Costs, Charges, and Expenses, and which the proper Officer of the Court is hereby authorized to tax and allow, by him from Time to Time incurred in obtaining the same or any prior Execution, in addition to the Sums recovered by such Judgment, Decree, or Order, and the ordinary Expenses of such Execution, upon indorsing the Amount thereof on the Writ of Execution: Provided always, that in no Case shall Execution be issued on such Judgment, Decree, or Order against the Person, Property, or Effects of any such former Proprietor of the said Company after the Expiration of Three Years next after the Person sought to be charged shall have ceased to be a Proprietor of the said Company.

Reimbursement of individual Proprietors.

XVIII. And be it enacted, That every Person against whom any such Execution shall have been issued upon any Judgment, Decree, or Order obtained by any Plaintiff against any such nominal Party as aforesaid shall be reimbursed out of the Funds or Property of the Company for all Monies levied from or paid by him in excess of any Liability for all Damages, Costs, and Expenses incurred by him by reason of such Execution, or of the Action, Suit, or other Proceeding in which the same shall have issued, or in default thereof he shall be entitled to be reimbursed by Contribution from the other Proprietors of the Company; provided always, that in all Cases in which any Sum of Money shall at the Time of issuing any such Execution be owing to the Company by the Person against whom such Execution is issued, Payment to the Sheriff or the Party issuing such Execution shall operate as Payment to the Company; and the Amount of all Monies paid by or levied from any such Person, and of all Damages, Costs, and Expenses incurred by him under or by reason of such Execution, shall be set off against the total Debt owing by such Person to the Company; and the Right of such Person to be reimbursed such Monies, Damages, Costs, and Expenses out of the Property of the Company, or by Contribution from the Proprietors thereof, shall be restricted to the Amount of the Excess, if any, of the Sum total of all such Monies, Damages, Costs, and Expenses over and above the total Debt due from such Person to the Company at the Time of issuing such Execution.

Individuals paying under Execution

XIX. And be it enacted, That if any such Execution be issued against any present or future Proprietor of the Company, and if within

to recover against the Company.

within Fourteen Days next after Notice in Writing of the levying or satisfying of such Execution being given or sent to the Company such Proprietor be not reimbursed out of the Funds or Property of the Company all such Monies, Damages, Costs, and Expenses as he shall have paid or incurred in consequence of such Execution, subject to the Proviso next herein-before contained, it shall be lawful for such Proprietor, or his Executors or Administrators, at any Time after the Expiration of the said Period of Fourteen Days, to sue out new or further Executions against the Estates, Funds, and Property of the Company, upon the Judgment, Decree, or Order on which Execution may have been issued against him, in the Name of the Plaintiff who may have obtained such Judgment, Decree, or Order, and notwithstanding the Death or Disability of such Plaintiff, and as if the said Judgment, Decree, or Order remained, and was unsatisfied and undischarged, and thereby to raise and pay what he may have been compelled to pay by means of such original Execution, in excess of any Debt owing by him to the Company, together with Interest thereon, and his Costs, Damages, and Expenses in that Behalf sustained, the Amount whereof shall be ascertained and certified by One of the Masters or other Officers of the Court out of which such Execution shall issue, and in computing and ascertaining such Amount such Master or Officer is to have regard to such Right of Set-off on the Part of the Company as herein-before provided.

Contributions to be recovered from other Proprietors.

XX. And be it enacted, That if such Proprietor be not by the Means aforesaid fully paid all such Monies, with Interest, Damages, Costs, and Expenses, as he shall have paid or incurred, in excess of any Debt owing by him to the Company, under or by reason of any such Execution, it shall be lawful for him, his Executors or Administrators, to divide the Amount thereof, or so much thereof as he shall not have been reimbursed, into as many equal Parts as there shall be Shares in the Capital of the Company, not including Shares then under Forfeiture; and every Proprietor for the Time being of the Company, and the Executors or Administrators of every deceased Proprietor, shall, in proportion to the Number of Shares which he or they may hold in the Company, pay One or more of such Parts, on Demand, to the Proprietor against whom such Execution shall have been issued, or to his Executors or Administrators; and upon Neglect or Refusal so to pay it shall be lawful for such Proprietor, his Executors or Administrators, to sue for and recover the same as a Debt against the Proprietor, or the Executors or Administrators of any Proprietor, who shall neglect or refuse as aforesaid, in any Action to be brought in any of Her Majesty's Courts of Record at *Westminster*, or in any other Court having Jurisdiction in respect of such Demand, in which Action the Plaintiff may declare generally for so much Money paid by the Plaintiff to the Use of the Defendant, without setting forth the special Matters.

Further Remedy in case of Bankruptcy, &c. of any Proprietors.

XXI. And be it enacted, That if the Proprietor or former Proprietor against whom any such Execution shall have issued, his Executors or Administrators, shall, by the Bankruptcy or Insolvency of any other Proprietor, or from any other Cause, but without any Neglect or wilful Default on his own Part, be prevented from recovering

vering any Portion of the Monies, Costs, or Expenses which he shall have so paid or incurred and shall be so entitled to be reimbursed as aforesaid, it shall be lawful for him, his Executors or Administrators, again to divide the Amount of all such Monies, Costs, and Expenses to the Reimbursement of which he is so entitled as shall not have been recovered by him or them, into as many equal Parts as there shall then be Shares in the Capital of the Company, not including Shares then under Forfeiture, except the Shares in respect of which such Default shall have happened; and every Proprietor for the Time being of the Company, and the Executors or Administrators of every deceased Proprietor, except as aforesaid, shall rateably according to the Number of Shares which he or they shall hold in the Company, upon Demand, pay One or more of such last-mentioned Parts to the Proprietor against whom such Execution shall have issued, his Executors or Administrators, and in default of Payment he or they shall have the same Remedies in all respects, for the Recovery thereof, as under the Provisions herein-before contained are given in respect of the original Proportions of such Monies, Damages, Costs, and Expenses still remaining unpaid by reason of any such Bankruptcy, Insolvency, or other Cause as aforesaid; such Proprietor, his Executors or Administrators, shall in like Manner from Time to Time, and by way of accumulative Remedy, have (*mutatis mutandis*) the same Powers of again dividing and enforcing Payment of the Amount of such Proportion until he or they shall in the End, if a former Proprietor, or representing a former Proprietor, be fully reimbursed the whole of the said Monies, Costs, and Expenses, and if an actual Proprietor or Proprietors the whole of the said Monies, Costs, and Expenses, excepting the Portion or Portions appertaining to the Shares held by him or them.

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

XXII. Provided always, and be it enacted, That in case any Action, Suit, or other Proceeding in respect of any Demand against the Company shall be instituted or prosecuted against any Proprietor or former Proprietor of the Company in any other Manner than under the Powers and Authorities herein-before given, and in case such Proprietor or former Proprietor shall, by virtue of any Judgment, Decree, or Order in such Action, Suit, or other Proceeding, or under any Execution to be issued in respect thereof, or otherwise, pay any Sum of Money, Damages, Costs, or Expenses, he shall in respect of such last-mentioned Payment be entitled to all such and the same Indemnities, Rights, Powers, and Remedies in all respects (subject to such and the same Right of Set-off on the Part of the Company) for reimbursing himself, or for enforcing Contributions, as the Case may be, in respect of all Monies, Damages, Costs, or Expenses so paid by him as aforesaid, as are herein-before given in Cases where Execution shall have issued upon any Judgment, Decree, or Order obtained in any Action, Suit, or other Proceeding instituted or prosecuted under the Powers given by this Act.

Saving of all other Rights and Remedies to the Company and all other Persons.

XXIII. Provided always, and be it enacted, That nothing in this Act contained shall take away, lessen, or abridge any Rights or Remedies at Law or in Equity which any Parties may have or be entitled to by the Common Law or in Equity against the Company, or

or against any Proprietor thereof, or which any Proprietor or former Proprietors may have or be entitled to by the Common Law or in Equity between themselves; and it is hereby declared and enacted, that the Remedies and Proceedings by this Act authorized shall be deemed and taken to be cumulative Remedies.

Memorial to be enrolled.

XXIV. And be it enacted, That within Twelve Calendar Months after this Act shall come into operation the Company shall cause to be enrolled in the High Court of Chancery a Memorial, verified as herein-after mentioned, of the Names, Residences, and Descriptions of the Managers and Trustees for the Time being of the Company and of the Proprietors thereof; and when any Managers or Trustees shall be appointed the Company shall, within Two Calendar Months from such Appointment, cause to be in like Manner enrolled a Memorial of the Name, Residence, and Description of every such new Manager, specifying in whose Place he shall have been appointed; and when any Persons shall cease to be Proprietors of the Company, or when any other Persons shall be admitted as Proprietors, the Company shall, within Three Calendar Months from the happening of such Event, cause to be enrolled in like Manner a Memorial of the Name, Residence, and Description of every Person so ceasing to be a Proprietor of the Company, and of every Person so admitted to be a Proprietor thereof: Provided always, that all or any of the Particulars aforesaid may be contained in the same Memorial.

Form of Memorials.

XXV. And be it enacted, That the several Memorials aforesaid shall be in the Form or to the Effect expressed in the Schedule annexed to this Act, and shall be signed by One of the Managers of the Company, and shall be verified by a Declaration of such Manager before a Master or Master Extraordinary of the High Court of Chancery, made pursuant to the Provisions of an Act passed in the Fifth Year of His late Majesty King *William* the Fourth, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of 'Oaths and Affirmations taken and made in various Departments 'of the State, and to substitute Declarations in lieu thereof, and 'for the more entire Suppression of voluntary and extra-judicial 'Oaths and Affidavits;' and to make other Provisions for the Abolition of unnecessary Oaths;* and if any Declaration made shall be false or untrue in any material Particular the Person wilfully making such false Declaration shall be guilty of a Misdemeanor.

5 & 6 W. 4. c. 62.

Evidence of Memorials.

XXVI. And be it enacted, That a true Copy of the Enrolment of every such Memorial as aforesaid shall be received in Evidence as Proof of the Contents of such Memorial, and Proof shall not be required that the Person by whom the Memorial shall purport to be verified was at the Time of such Verification a Manager of the Company.

Powers not to be exercised until Memorial enrolled.

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

XXVIII. And

Existing Liabilities to continue till new Memorial is enrolled.

XXVIII. And be it enacted, That until the Memorials by this Act required to be enrolled in the event of any Manager or Proprietor of the Company ceasing to be such Manager or Proprietor have been enrolled the Persons whose Names shall appear in the then last enrolled Memorial, and their legal Representatives, shall be liable to all legal Proceedings under this Act as existing Proprietors of the Company, and shall be entitled to be reimbursed out of the Funds or Property of the Company for all Losses sustained in consequence thereof.

Upon Request in Writing of the Managers, the Trustees to convey or mortgage Property of the Company.

XXIX. And be it enacted, That for the better enabling the Managers of the Company to exercise the Powers reserved to them by the said Deed of Settlement, to sell, demise, exchange, or make Partitions of and also to mortgage any of the Estates and Property of the Company as they may from Time to Time think proper, and in order to avoid all Questions and Difficulties as to Title and otherwise, it shall be lawful for the Trustees for the Time being of the Company, and for all other the Persons in or by whom any Estates, Lands, or Property shall be vested or held in trust for the said Company, by the Direction in Writing of the major Part in Number of the Managers for the Time being of the Company, testified by Writing under their Hands, by any Deeds or Instruments in Writing, to be by such Trustees or such other Persons as aforesaid sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, to convey, assign, and transfer, grant and demise, either absolutely or by way of Mortgage, with or without Power of Sale, for any Sums or Sum of Money, and either in Fee Simple or for any Term of Years, or for any other Estate, and generally in such Manner as the said Managers shall direct, all or any Part of the Estates, Lands, or Property which shall be so vested in or held by them respectively in trust for the Company as aforesaid, unto and to the Use of the Persons who shall agree to become the Purchasers or Mortgagees thereof, their Heirs, Executors, Administrators, or Assigns respectively, or as they respectively shall appoint, and to enter into Covenants and Engagements so as to give Effect to and perform such Contracts as shall be entered into by the Managers, or by the said Trustees respectively on their Behalf, with such Purchasers or Mortgagees respectively, as effectually as such Trustees or other Persons in whom such Estates, Lands, and Property may be then vested could or might do if they respectively were the sole Owners, in Law and Equity, of all such Estates, Lands, and Property; and the Circumstance of the Purchaser or Mortgagee of such Lands and Tenements being also a Proprietor of the Company shall not in itself be any Ground of Objection to any such Sale or Mortgage, either at Law or in Equity.

Receipts of Trustees to discharge Purchasers.

XXX. And be it enacted, That the Receipts of the said Trustees, or other the Persons by whom any such Sales or Mortgages as hereinbefore mentioned shall be made or granted, shall be good Discharges to the Purchasers or Mortgagees of all or any of the said Estates, Lands, and Property, or any Part thereof, for such Sums of Money as shall therein be expressed to have been received; and such Purchasers or Mortgagees shall not be bound to see to the Application

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

Contracts of Trustees authorized by Managers to bind all the Proprietors.

XXXI. And be it enacted, That every Covenant, Contract, Agreement, Lease, and other Engagement which shall or may at any Time after the passing of this Act be duly authorized by the Managers of the Company, and entered into or executed in the Name of or for or on behalf of the Company by the Trustees of the Company, or by any One or more Manager or Managers for the Time being, shall be as binding upon the Company and all and every the Proprietors thereof as if such Proprietors had actually entered into and executed such Covenant or Engagement, or been Parties to such Contract, Agreement, or Lease, or any of them.

Power to Managers to execute Powers of Attorney to recover Debts in Foreign Countries.

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

Persons acting for the Company to vote in Choice of Assignees.

XXXIII. And be it enacted, That in all Proceedings on behalf of the Company under any Fiat, Sequestration, or Act of Insolvency the Person acting under the Powers herein-before contained on behalf of the Company shall have the same Powers, Rights, and Privileges as to voting in the Choice of Assignees as any other Person, being a Creditor of the Bankrupt or Insolvent in his own Right, would have in respect of the Debt proved by him.

Managers to grant Releases to Witnesses.

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

Service of Notices on the Company.

XXXV. And be it enacted, That in all Cases wherein it may be necessary for any Person to serve any Writ, Notice, or other Proceeding, at Law or in Equity, or otherwise, upon the Company, Service thereof on any Manager for the Time being of the Company, either personally or by leaving the same with some Inmate at his Place of Abode,

Abode, or Service by leaving the same at the principal Office of the Company, shall be deemed good Service of the same on the Company.

Act to apply to present Members of the Company.

XXXVI. And be it enacted, That this Act and the Provisions herein contained shall extend and be construed to extend to the Company called the *Bowling* Iron Company at all Times during the Continuance thereof, whether such Company hath been or be now or shall hereafter be composed of all or some only of the Persons who were the original Proprietors thereof, or of all or some only of those Persons together with some other Persons, or whether such Company shall hereafter be composed of Persons who were not original Proprietors thereof or Proprietors at the passing of this Act.

Power to sue, &c. during the winding-up in case of Dissolution.

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

Act not to incorporate the Company.

XXXVIII. Provided always, and be it enacted, That nothing herein contained shall extend to incorporate the Company, or to relieve or discharge the Company, or any of the Proprietors thereof, from any Responsibility, Duty, Contract, or Obligation whatsoever to which by Law they now are or at any Time hereafter may be, or if this Act had not been made would be, subject or liable, either as between the Company and any of the individual Proprietors thereof and others, or as between themselves or in any other Manner whatever.

Expenses of Act.

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

Nothing to exempt Company from Provisions of any future general Act.

XL. Provided always, and be it enacted, That nothing herein contained shall be deemed or construed to exempt the Company from the Provisions of any general Act relating to Trading Companies which may pass during the present or any future Session of Parliament.

Interpretation of Terms.

XLI. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,) Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number; Words importing the Masculine Gender shall include Females; the Word "Plaintiff" shall include Pursuer and Petitioner; the Word "Defendant" shall include Defender and Respondent; the Word "Execution" shall include

clude Diligence or other Proceedings proper for giving Effect to any Judgment, Decree, or Order of a Court of Justice; the Expression "the Company" shall mean the *Bowling* Iron Company; the Word "Proprietor" shall include any Representatives of Proprietors; and the Word "Representatives" shall include Heirs, Executors, Administrators, the Husbands of married Women, the Committees of the Estate of Lunatics, and Assignees of Bankrupts and Insolvents; the Expression "legal Proceedings" shall include Proceedings as well in Equity as in Law; the Word "Land" shall include Tenements and Hereditaments of any Tenure.

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

The

The SCHEDULE referred to by the foregoing Act.

MEMORIAL made the Day of One thousand eight hundred and of the Names of the present Managers, Trustees, and Proprietors of "The Bowling Iron Company," enrolled pursuant to an Act of Parliament passed in the Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

A. B., *C. D.* } Managers.
E. F., *G. H.* } Trustees.
I. K., *L. M.* } Proprietors.

I *A. B.* of in the County of One of the Managers of the said Company, do hereby solemnly and sincerely declare, That the above-written Memorial contains the Names of the present Managers and Trustees, and of all the present Proprietors of the said Company, as the same appear in the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true.

(Signed) *A. B.*

Solemnly declared before me, *X. Y.*, Master *or* Master Extraordinary in Chancery.

In case of a Change of any of the Managers or Trustees.

MEMORIAL made the Day of One thousand eight hundred and of the Names [*or* Name] of the new Managers [*or* Manager], Trustees [*or* Trustee], of the Bowling Iron Company, and of the Persons [*or* Person] in whose Places [*or* Place] they have [*or* he has] been appointed, enrolled pursuant to an Act of Parliament passed in Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

A. B. of	Managers *or* Manager	*B. A.*
C. D. of	in the Place of	*D. C.*
G. H. of	Trustees *or* Trustee in	*H. G.*
I. J. of	the Place of	*K. L.*

I *A. B.* of in the County of One of the Managers of the said Company, do solemnly and sincerely declare, That the above-written Memorial contains the Names of the new Managers and Trustees [*or* the Name of the new Manager and Trustee] of the said Company, and of the Persons [*or* Person] in whose

whose Places [*or* Place] they have been [*or* he has been] appointed, as the same appear in the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true.

(Signed) *A. B.*

Solemnly declared, *&c.*

N. B. The last Memorial as to the new Managers [*or* to a new Manager] or Trustees [*or* to a new Trustee] was enrolled on the Day of .

In case of Persons ceasing to be Proprietors.

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

G. H. of
I. K. of
L. M. of

I *A. B.* of in the County of One of the Managers of the said Company, do solemnly and sincerely declare, That the above-written Memorial contains the Names of the Persons who have ceased or discontinued to hold any Share or Shares in the above-named Company since the Day of One thousand eight hundred and as the same appears in the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true.

(Signed) *A. B.*

Solemnly declared, *&c.*

N. B. The last Memorial as to the ceasing and discontinuing of Proprietors was enrolled on the Day of .

In case of Persons becoming new Proprietors.

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

I. K. of
L. M. of
N. O. of

I *A. B.* of in the County of One of the Managers of the said Company, do solemnly and sincerely declare, That

That the above-written Memorial contains the Names of the Persons who have become new Proprietors of the said Company since the Day of One thousand eight hundred and as the same appear in the Books of the Company; and I make this solemn Declaration conscientiously believing the same to be true.

(Signed) *A. B.*

Solemnly declared, *&c.*

N. B. The last Memorial as to new Proprietors was enrolled on the Day of One thousand eight hundred and .

In case of several Changes at the same Time.

MEMORIAL made the Day of One thousand eight hundred and of the Name *or* Names of the new Manager *or* Managers of "The Bowling Iron Company," and of the Persons in whose Place he [*or* they] have been appointed, and of the Name of the new Trustee, and of the Name of the Person in whose Place he has been appointed, and of the Names of the Persons who have ceased or discontinued to be Proprietors of the said Company, and of the new Proprietors of the said Company, enrolled pursuant to an Act of Parliament passed in the Year of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*].

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

A. B. of
C. D. of
E. F. of
} Managers in the Place of {
B. A.
D. C.
F. E.

Name of the new Trustee [*or* Trustees], and of the Person [*or* Persons] in whose Place he has been appointed.

I. K. of in the Place of *H. I.*

Names of the Persons who have ceased to be Proprietors.

N. O. of
P. Q. of

Names of the new Proprietors.

R. S. of
T. V. of

I *A. B.* of in the County of One of the Managers of the said Company, do solemnly and sincerely declare, That the above-written Memorial contains the Names of the new Managers and of the new Trustees of the said Company, and of the Persons

Persons in whose Places they have been appointed, and of the Persons who have ceased or discontinued to be Proprietors of the said Company, and of the new Proprietors of the said Company, as the same respectively appear in the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true.

(Signed) *A. B.*

Solemnly declared, *&c.*

N. B. The last Memorial as to new Managers was enrolled on the Day of .
The last Memorial as to new Trustees was enrolled on the Day of .
The last Memorial as to the ceasing and discontinuing of Proprietors was enrolled on the Day of .
The last Memorial as to new Proprietors was enrolled on the Day of .

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1849.