ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. lxxiv.

An Act to enable the *Great Britain* Mutual Life Assurance Society to sue and be sued; and to confer further Powers on the Society.

[30th *June* 1862.]

Deed of Settlement, dated 12th Feb. 1844.

WHEREAS by Indenture dated on or about the Twelfth Day of *February* One thousand eight hundred and forty-four, and made or expressed to be made between the several Persons whose Names and Seals are thereunto subscribed and affixed, (except the several Persons who are Parties thereto of the Second and Third Parts respectively,) of the First Part, *Duncan Macdonnell Chisholm* of *Chisholm* in *North Britain*, Esquire, commonly called "The *Chisholm*," *William Morley* of *Gutter Lane* in the City of *London*, Esquire, and *John Brightman* of *Cornhill* in the said City of *London*, Esquire, of the Second Part, and *James William Deacon* of *Cateaton Street* in the said City of *London*, Esquire, of the Third Part, a Company or Society was constituted under the Name or Style of "The *Great Britain* Mutual Life Assurance Society," for the Purpose of effecting Assurances with such Society solely on the Lives of the Members thereof for the whole Continuance of the same Lives or on the Lives of such Members jointly with the Life or Lives of any other Person or Persons for the whole Continuance of One or more of such Lives, or on the Life or Lives of any other Person or Persons to be

nominated by such Person or Persons respe[illegible]ssuming, for the whole Continuance of such Life or One or [illegible] such Lives, and the Business of such Society is now transacted at their Office at Number One hundred and one, *Cheapside*, in the City of *London*: And whereas by the Twenty-first Section of such Deed of Settlement it was provided that Two Thirds of the Votes of the qualified Members present and actually voting at Two Extraordinary General Meetings specially called for the Purpose, or at the Ballots or Ballot which might be taken in consequence of being demanded at such Meetings or either of them, should be requisite to make new Laws, Regulations, and Provisions for the Society, or to annul, alter, or repeal all or any of the existing Laws, Regulations, and Provisions of the Society, and by the Thirtieth Section of such Deed of Settlement it was provided that Two successive Extraordinary General Meetings specially called for the Purpose should have full Power in manner therein-before mentioned to make any new Laws, Regulations, and Provisions for the Society, or to amend, alter, or repeal, either wholly or in part, all or any of the existing Laws, Regulations, Provisions, and Byelaws of or relating to the Society or the Officers or Affairs thereof; and it was provided that neither the now-reciting Clause nor any other Clause or Provision therein contained should authorize the Repeal or Alteration of all or any Part of the Laws, Regulations, and Provisions established and settled by the now-reciting Indenture for limiting the individual Responsibility of each Member and his or her Representatives: And whereas by an Indenture dated on or about the Seventeenth Day of *December* One thousand eight hundred and sixty-one (endorsed on the herein-before mentioned Deed of Settlement), and made between the several Persons whose Names and Seals are thereunto subscribed and affixed, except those Persons who are Parties thereto of the Second and Third Parts respectively of the First Part, *William Henry Dickson*, *Thomas Robinson Davison*, and *Edward Booth Hewitt*, all of Number One hundred and one, *Cheapside*, in the City of *London*, Three of the present Directors of the said Society, of the Second Part, and *Thomas Butts Tanqueray Willaume* of Number One hundred and one, *Cheapside*, aforesaid, Esquire, of the Third Part, (and herein-after referred to as "the supplemental Deed of Settlement,") after reciting that at Two Extraordinary General Meetings specially called for the Purpose, and duly convened and holden according to the Provisions of the said Deed of Settlement on the Thirtieth Day of *July* One thousand eight hundred and forty-four and the Second Day of *August* One thousand eight hundred and forty-four, divers Resolutions (as therein set forth) were passed for altering and extending the Provisions of the said Deed of Settlement, and also reciting that at Two other Extraordinary General Meetings specially called for the Purpose, and also so duly convened and holden on the Twelfth Day of *June* One thousand eight hundred and sixty and the Tenth Day of *July* One thousand eight hundred

and

and sixty, other Resolutions (as therein set forth) were passed for altering and extending the Provisions of the said Deed of Settlement; and further reciting that at Two other Extraordinary General Meetings of the said Society specially called for the Purpose, and so duly convened and holden on the Twenty-eighth Day of *May* One thousand eight hundred and sixty-one and the Eighteenth Day of *June* One thousand eight hundred and sixty-one, further Resolutions (as therein set forth) were passed for altering and extending the Provisions of the said Deed of Settlement, the said Indenture now in recital (being such supplemental Deed of Settlement as aforesaid) contains divers Covenants and Provisions made and entered into by and between the several Parties thereto, by way of Adoption, Confirmation, and Ratification of the Resolutions so come to at the aforesaid Extraordinary General Meetings of the said Society: And whereas the said Society carries on a prosperous Business within the Scope and for the Purposes of their Deed of Settlement as so altered as aforesaid: And whereas it is expedient, and would be beneficial to the said Society, and advantageous to the Public, if the said Society were enabled to sue and be sued in the Name of the Society or the Secretary, or of any One of the Directors of the Society, and that the Society should have such further Powers and Authorities as are herein-after contained; but these Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Great Britain* Mutual Life Assurance Society Act, 1862," and the Expression "the Society" herein used shall mean the *Great Britain* Mutual Life Assurance Society, unless the Subject or Context be inconsistent with such Meaning.

Construction of Terms in Act.

2. The following Words and Expressions in this Act shall have the several Meanings hereby assigned to them, unless there be something either in the Subject or Context repugnant to such Construction; (that is to say,) the Word "Plaintiff" shall include Pursuer and Petitioner; and the Word "Defendant" shall include Defender and Respondent; and the Word "Execution" shall include Diligence or other Proceedings proper for giving Effect to any Judgment, Decree, or Order, whether interlocutory or final, of a Court of Justice; the Words "Proprietor," "Member," and "Person" shall respectively include a Corporation sole or aggregate; and whenever anything is by this Act required to be done under the Hand of any Person it shall be done by a Corporation under their Common Seal; and in referring to any Proprietor, Member, or other

other Person, Expressions properly applicable to a Person shall be held to apply also to a Corporation.

Company may sue in the Name of the Society, the Secretary, or a Director.

3. All Actions, Suits, and generally all Proceedings whatsoever at Law or in Equity in the United Kingdom of *Great Britain* and *Ireland*, wherein the Society is or shall be concerned or interested, against any Person or Persons, or any Body or Bodies Politic or Corporate, or others, whether Members of the Society or not, may be commenced, made, instituted, or prosecuted in the Name of the Society, or in the Name of the Person who shall for the Time being be the Secretary, or in the Name of any One of the Directors of the Society, as the nominal Plaintiff for and on behalf of the Society, or as acting in any other Character for or on behalf of the Society; and in every Case where an Affidavit, Oath of Verity, or solemn Declaration may be required on behalf of the Society, the same shall and may be made and taken by the Secretary for the Time being or any Director of the Society in the Name or for or on behalf of the Society, and the same, being so made or taken, shall to all Intents and Purposes be equally valid in Law as if made or taken by all the Members for the Time being of the Society on their own Behalf.

Suits against the Company may be instituted against the Society, the Secretary, or a Director.

4. All Actions, Suits, and Proceedings at Law or in Equity, to be commenced or instituted against the Society in the said United Kingdom or elsewhere, may be lawfully commenced, instituted, and prosecuted against the Society by the Name and Description of "The *Great Britain* Mutual Life Assurance Society," or against any One of the Directors for the Time being, or the Person who shall for the Time being be the Secretary of the Society, as the nominal Defendant for and on behalf of the Society; and in case of any Proceedings against such Director or Secretary, or against the Society by such Name and Description as aforesaid, all Writs, Process, Notices, and other Proceedings may be served on the Secretary or any Clerk or Officer of the Society at the ordinary Place of Business of the Society, or in case there shall be no such Place of Business, then on any Director of the Society; and such Service in manner directed by this Act shall for all Purposes be deemed good Service.

Suits not to abate by Death, &c. of Secretary or Director.

5. The Death, Resignation, Removal, or the Bankruptcy, Insolvency, stopping Payment, or any other Act of any such Director or of the Secretary for the Time being of the Society in his individual Capacity, shall not abate or prejudice any Action, Suit, Petition, or Proceedings at Law or in Equity which may then be depending under or by virtue of this Act, in which such Director or Secretary of the Society shall be such nominal Plaintiff or Defendant as aforesaid, but the same may be continued, prosecuted, carried on, or defended in the Name of any Person who shall for the Time being be a Director or the Secretary of the Society.

6. Every

Members may sue and be sued by the Company.

6. Every Person being a Member of or otherwise interested in the Society shall, in all Cases, either alone or jointly with any other Person or Persons, be liable to be sued and proceeded against by or for the Benefit of the Society, and shall be entitled to sue and take Proceedings against the Society under the Powers of this Act or any of them, by such Actions, Suits, and other Proceedings, in such and the same Manner, as effectually, and with such and the same legal Consequences, as if such Person or Persons had not been such Members or Member or so interested.

No Set-off of Demands against the Company allowed to Members sued by the Company.

7. No Claim or Demand which any Member of the Society may have upon or against the Society in respect of his Proportion of or in the Funds or Capital of the Society, or of any Dividends, Interest, Profits, or Bonus, or other Monies payable in respect of such Proportion, or in respect of any Policy of Assurance effected with the Company, shall be capable of being set off at Law or in Equity against any Claim or Demand which the Society may have against such Member on account of any Matter or Thing whatsoever, but all Actions, Suits, and Proceedings by the Society may be carried on against such Member as if no Claim or Demand existed on the Part of such Member upon or against the Society in respect of the Matters aforesaid or any of them.

Plea of former Suit in bar of fresh Suit in respect of the same Matter.

8. The Proceedings in any Action or Suit by or against the Society or any Director thereof, or the Secretary thereof, as such nominal Party as aforesaid, in which the Merits in respect of any Demand or Liability thereby sought to be enforced shall have been tried and determined, may be pleaded in bar of any other Action or Suit for enforcing the same Demand or Liability by or against the Society, or any Director or the Secretary thereof, as such nominal Party as aforesaid.

Judgments, &c. to be enforced against the Company and the Members thereof.

9. Every Judgment, Decree, or Order of any Court of Law or Equity which shall at any Time after the passing of this Act be recovered or obtained in any Action, Suit, or Proceeding commenced, instituted, or prosecuted under or by virtue of this Act against the Society by the Name or Description aforesaid, or against such Director or Secretary thereof, as such nominal Party as aforesaid, may be lawfully executed against and shall have the like Effect on the Estate, Funds, and Property of the Society, and upon the Person, Estate, Funds, and Property of every Member thereof, as if every individual Member had been by Name a Party to such Proceedings: Provided always, that nothing in this Act contained shall enable any Person to recover from any individual Member of the Society, or any other Person, any other or greater Sum than might have been recovered from such Member or other Person, as the Case may be, if this Act had not been passed; and nothing in this Act shall be deemed or construed to render any individual Member liable to have his Person or Property taken in Execution, or to

pay any Sum of Money, in any Case in which he would not have been so liable in case this Act had not been passed.

Execution against former Members.

10. It shall be lawful for the Plaintiff to cause Execution upon any Judgment, Decree, or Order, obtained by any Person in any such Action, Suit, or Proceeding against the Society or any Director, or the Secretary thereof, as such nominal Party as aforesaid, to be issued against all or any of the Members for the Time being of the Society; and if such Execution shall not be effectual to obtain Satisfaction of the Sums sought to be recovered thereby, then it shall be lawful for such Plaintiff to cause Execution to be issued against any Person who was a Member of the Society at the Time the Contract was entered into upon which such Action, Suit, or Proceeding shall have been instituted: Provided always, that no Person having ceased to be a Member of the Society shall be liable for the Payment of any Debt or Demand for which any such Judgment, Decree, or Order as aforesaid shall have been so obtained for which he would not have been liable as a Partner in case any Action or Suit had been originally brought against him for the same, or for which he would not have been liable in case this Act had not been passed.

Reimbursement of individual Members.

11. Every Person against whom any such Execution shall have been issued shall be reimbursed out of the Funds or Property of the Society, for all Monies paid, and for all Damages, Costs, Charges, and Expenses sustained or incurred by him, by reason of such Execution, or of the Action, Suit, or Proceeding in which the same shall have been issued, or, in default of such Reimbursement, by Contribution from the other Members of the Society.

Individuals paying under Execution to recover against the Company.

12. If any such Execution be issued against any present or former Member of the Society, and if within Fourteen Days next after the levying of such Execution he be not reimbursed, on Demand, out of the Funds or Property of the Society, all the Monies, Damages, Costs, Charges, and Expenses which he shall have paid, sustained, or incurred in consequence of such Execution, it shall be lawful for such Member, or his Executors or Administrators, to sue out new or further Execution against the Estate, Funds, and Property of the Society, upon the Judgment, Decree, or Order on which Execution may have issued against him, and thereby raise and pay to and reimburse himself all Monies which he may have been compelled to pay by means or in consequence of such Execution, together with Interest thereon after the Rate of Five Pounds *per Centum per Annum*, and also his Costs, Charges, Damages, and Expenses incurred or sustained in that Behalf, the Amount whereof shall be ascertained by One of the Masters or the Taxing or other Officer of the Court out of which the Execution shall issue.

13. If

Contribution to be recovered from other Member.

13. If such Member be not by the Means aforesaid fully paid, with Interest, all the Monies, Damages, Costs, Charges, and Expenses which he shall have paid, sustained, or incurred by reason or in consequence of such Execution, it shall be lawful for him, his Executors or Administrators, to apportion the Liability of the Member of the Society against whom the Powers of this present Clause are sought to be enforced according to the Ratio which the Interest of such Member in his own Policy or Policies shall bear to the whole Amount of the Policies then effected by the said Society, and to demand from such Member such Contribution as shall not exceed the Extent of such Ratio; and on the Failure of any Member, his Executors or Administrators, to pay such Proportion as he or they is or are hereby required to pay, upon Demand, it shall be lawful for the Member against whom such Execution shall have issued, his Executors or Administrators, to sue for and recover the same against the Member hereby required to pay such Proportion, his Executors or Administrators, by Action or Suit in any of Her Majesty's Courts of Record at *Westminster*, or in any other Court having Jurisdiction in respect of such Demand.

Further Remedy in case of Bankruptcy of Members.

14. If the Member, or former Member against whom any such Execution shall have issued, his Executors or Administrators, shall, by reason of the Bankruptcy or Insolvency of any Member, or from any other Cause, but without any Neglect or wilful Default on the Part of the Member against whom any such Execution shall have issued, be prevented from recovering any Portion of the Monies, Damages, Costs, Charges, or Expenses which he shall have so paid, sustained, or incurred as aforesaid, it shall be lawful for him, his Executors or Administrators, to apportion, in like Manner as aforesaid, the Liability of the Member of the Society against whom the Powers of this present Clause are sought to be enforced, in manner as prescribed by the last preceding Clause (not including the proportionate Liability of the Member by reason of whose Bankruptcy, Insolvency, or other Default any such Proportion as aforesaid shall not have been recovered); and every Member for the Time being of the Society, or the Executors or Administrators of any deceased Member (except the Member by reason of whose Default such Proportion shall not have been recovered), shall rateably, upon Demand, pay the Amount of the said Demand, not exceeding such proportionate Liability as aforesaid, to the Member against whom such Execution shall have issued, his Executors or Administrators; and in default of Payment he or they shall have the same Remedies for the Recovery thereof as under the Provisions herein-before contained are given in respect of the original Proportions of such Monies, Damages, Costs, Charges, and Expenses as aforesaid; and in the event of any Proportion of the same not being then recovered, and still remaining unpaid, by reason of the Bankruptcy, Insolvency, or other Default of any other Member, or from any other Cause as aforesaid, the Member

against whom any such Execution as aforesaid shall have issued, his Executors or Administrators, shall, in like Manner, and from Time to Time, and by way of accumulative Remedy, have Power again and again to divide and enforce, in manner aforesaid, Payment of the Amount so from Time to Time remaining unpaid, until he or they shall, if a former Member of the Society, be fully reimbursed the whole of the Monies, Costs, Charges, and Expenses, and if a Member of the Society at the Time when such Execution was levied, the whole of the same excepting the Proportion thereof payable in respect of his own Liability.

Remedy for Members who may be sued otherwise than under the Powers of the Act.

15. In case any Action, Suit, or other Proceeding in respect of any Demand against the Society shall be instituted or prosecuted against any Member of the Society in any other Manner than under the Powers and Authorities herein-before given, and in case such Member 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, sustain, or incur any Monies, Damages, Costs, Charges, or Expenses, he shall, in respect of such last-mentioned Payment, be entitled to all such and the like Indemnities, Rights, Powers, and Remedies in all respects, for reimbursing himself, or for enforcing Contribution, as the Case may be, in respect of such Monies, Damages, Costs, Charges, or Expenses so paid, sustained, or incurred by him as aforesaid, as are herein-before provided 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.

Criminal Proceedings to be in the Name of the Company or any Director or Secretary for the Time being.

16. It shall be lawful for the Society, or any Director thereof, or the Secretary for the Time being, for and in the Name of the Society, to prefer any Indictment, Information, or other Criminal Proceeding in any Court or Courts in any Part of the United Kingdom of *Great Britain* and *Ireland*, or elsewhere, against any Person or Persons, whether such Person or Persons be a Member or Members of the Society or not, for any Offence committed against the Society; and in all Indictments, Informations, and such other Proceedings against any Person or Persons, whether such Person or Persons be a Member or Members of the Society or not, for taking, stealing, or embezzling, damaging or destroying, or for any Offence whatever relating to any Goods, Chattels, Notes, Bills, Bonds, Deeds, or any Securities, Monies, Effects, or any Real or Personal Property whatever, of or belonging to the Society, such Goods, Chattels, Notes, Bills, Bonds, Deeds, Securities, Monies, Effects, or any Real or Personal Property whatever of or belonging to the Society, may be laid and stated to be the Goods, Chattels, Notes, Bills, Bonds, Securities, Monies, Effects, or Property respectively of the said *Great Britain* Mutual Life Assurance Society; and in all Indictments, Informations, and other Proceedings against any Person or Persons, whether

whether such Person or Persons be a Member or Members of the Society or not, for any Conspiracy, Fraud, Forgery, Crime, or Offence committed or which shall hereafter be committed against or with Intent to defraud or injure the Society, such Conspiracy, Fraud, Forgery, Crime, or Offence may be laid and stated to have been done with Intent to defraud or injure the *Great Britain* Mutual Life Assurance Society; and it shall not be necessary to state in any such Indictment, Information, or other Proceeding the Names of all or any of the Persons now or at any Time hereafter constituting or being Members of the Society, and the Offender, whether he shall be a Member of the Society or not, shall and may thereupon be lawfully convicted of any such Conspiracy, Fraud, Forgery, Crime, or Offence.

Members and Policy Holders may inspect List of Members to be kept at the Office of the Company.

17. A Book containing a List of the Names, Descriptions, and Residences of the Members of the Society, so far as the same Particulars may be known respectively, shall be kept at the chief or only Office of the Society, and every Member of the Society shall be entitled to inspect such Book at the said Office at all reasonable Times, and to make a Copy thereof or any Extract therefrom, at the Expense of the Member or Policy Holder requiring the same; and if, after Notice in Writing under the Hand of any Member, directed to the Secretary of the Society, shall have been given to such Secretary or to any Clerk or Officer of the Society at the said Office, such Secretary shall refuse or neglect to produce or cause to be produced the said Book at the said Office, for the Inspection of the Member or Policy Holder for the Time being requiring such Production, for the Space of Three Days after such Notice shall have been so given as aforesaid, such Secretary shall be liable to pay a Penalty, not exceeding the Sum of Twenty Pounds for every such Refusal or Neglect, to the Member or Policy Holder requiring such Production as aforesaid, such Penalty to be recovered by Action of Debt in any of Her Majesty's Courts of Record at *Westminster*, where the Cause of Action shall exceed the Amount triable in a County Court, and in any other Cases in the County Court in which the Action may be tried.

Memorial of the Names of Secretary, Trustees, and Directors to be enrolled in Chancery, and verified by Declaration under 5 & 6 W. 4. c. 62.

18. A Memorial of the Names of the Secretary, Trustees, and Directors of the Society, in the Form or to the Effect expressed in the Schedule to this Act, shall be verified by a Declaration of the Secretary for the Time being of the Society before a Master of the High Court of Chancery in *England*, made pursuant to an Act passed in the Fifth Year of 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 un-'necessary Oaths,'* and when so verified such Memorial shall be enrolled

rolled in the said High Court of Chancery within Twelve Calendar Months after the passing of this Act; and when any new Secretary shall be appointed, a Memorial of the Name of such new Secretary shall in like Manner be verified and enrolled within Twelve Calendar Months after such Appointment, in the Form or to the Effect expressed in the said Schedule for that Purpose; and when any new Trustee or Trustees shall be appointed, a Memorial of the Names of all the existing Trustees of the Society shall in like Manner be verified and enrolled within Twelve Calendar Months after such Appointment, in the Form or to the Effect expressed in the said Schedule for that Purpose; and when any new Director or Directors shall be appointed, a Memorial of the Name or Names of the new Director or Directors, specifying in whose Place or Places he or they shall have been appointed, shall in like Manner be verified and enrolled within Twelve Calendar Months after such Appointment or Appointments, in the Form or to the Effect expressed in the said Schedule for that Purpose; and the Person or Persons appearing from such Memorial or Memorials so enrolled to be the Secretary, Trustees and Trustee, and Directors for the Time being of the Society shall be deemed, held, and taken to be the Secretary, Trustees, and Directors for the Time being of the Society for all Purposes whatsoever: Provided always, that if any Declaration shall be false or untrue in any material Particular the Person wilfully making such false Declaration shall be guilty of a Misdemeanor.

Actions, &c. not to be brought until Memorial enrolled.

19. Until the First Memorial shall be enrolled under this Act, no Action, Suit, Petition, or other Proceeding by or on behalf of the Society shall be commenced, made, or instituted under the Authority of this Act; and until the Memorial by this Act required to be enrolled in the event of any Change of the Secretary, Trustees, or Directors of the Society, or any of them, shall have been enrolled as herein-before mentioned, the Person whose Name shall appear from the Memorial enrolled immediately preceding such Change of Secretary to be the Secretary of the Society, shall be and is hereby declared to be the Person who shall be the Secretary of the Society for all Purposes whatsoever, and the Persons whose Names shall appear from the Memorial enrolled immediately preceding such Change of Trustees to be the Trustees of the Society shall be and they are hereby declared to be the Persons who shall be the Trustees of the Society for all Purposes whatsoever; and the Persons whose Names shall appear from the Memorial or Memorials enrolled immediately preceding such Change of Directors to be the Directors of the Society shall be and they are hereby declared to be the Persons who shall be the Directors of the Society for all Purposes whatsoever.

Examined Copy of Enrolment to be Evidence.

20. An examined Copy of the Enrolment of every Memorial to be enrolled pursuant to this Act shall be received in Evidence as Proof of the Contents of such Memorial, and Proof shall not be required that the

the Person by whom the Memorial purports to be verified was at the Time of such Verification the Secretary of the Society.

Three Directors may issue Power of Attorney to sue for Foreign Debts.

21. It shall be lawful for any Three or more of the Directors of the Society 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 the *British* or other Colonies or 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 Society, or to any Person on behalf of or in trust for the Society, and to act in relation to the Society with all such Powers and Authorities as may be necessary or expedient; and such Powers of Attorney and Instruments, and all Things done by virtue thereof, shall be binding on the Society and the Members thereof.

Provision as to Stamp Duties payable on Deeds, Surrenders, &c.

22. In lieu of the Stamp Duties which would have been payable upon the Deeds, Surrenders, Admissions, or Assurances in the Law which in case this Act had not been passed would have been required in order from Time to Time, as often as any new Trustees or Trustee should have been appointed, to vest the said Annuities, Messuages, Lands, Tenements, Hereditaments, Property, Effects, or Monies in the Trustees for the Time being of the Society, there shall be raised and levied, for the Use of Her Majesty, Her Heirs and Successors, the Stamp Duties following; (that is to say,)

For and upon the First Memorial enrolled pursuant to this Act from which the Names of the Persons who shall be deemed, held, and taken to be the Trustees of the Society shall appear the Sum of Five Pounds;

And for and upon every other such Memorial in which the Name or Names of any Person or Persons shall for the First Time be inserted as a Trustee or Trustees of the Society the like Sum of Five Pounds.

Duties granted to be deemed Stamp Duties, and to be under the Management of the Inland Revenue.

23. The Duties by this Act granted shall be denominated and deemed to be Stamp Duties, and shall be under the Care and Management of the Commissioners of Inland Revenue for the Time being; and all Powers, Provisions, Clauses, Regulations, and Directions, Fines and Penalties, contained in or imposed by the several Acts of Parliament relating to Duties of the same Kind or Description, in force at the Time of the passing of this Act, shall respectively be of full Force and Effect with respect to the Duties hereby granted, and to the Persons liable to the Payment of the said Duties, so far as the same are or may be applicable, as fully and effectually, to all Intents and Purposes, as if the same had been herein repeated and especially enacted with reference to the Duties by this Act granted.

24. When

Property vested in the Trustees of the Society for the Time being.

24. When and so often as the Names of all or any of the Trustees of the Society in or to whom any Annuity shall be vested, or shall be granted, assigned, or transferred, or by this Act become vested, to or for the Use and Benefit of the Society, or in or to whom any Messuages, Lands, Tenements, Hereditaments, or other Property or Effects shall be vested, or shall be conveyed, surrendered, demised, assigned, transferred, or otherwise assured, either in Fee or for any less Estate, upon which any Annuity belonging to the Society shall be secured, or upon which any of the Monies belonging to the Society shall be secured, by way of Mortgage or otherwise, or which shall be the absolute Property of the Society in consequence of the Foreclosure of any such Mortgage or Charge as aforesaid for the Time being belonging to the Society, shall not correspond with the Names of all or any of the Persons who in the Memorial to be enrolled pursuant to this Act shall be stated to be the Trustees of the Society named in the Deed or Instrument, Transfer, Surrender, Admittance, or other Act by which such Annuity, Messuages, Lands, Tenements, Hereditaments, Property, Effects, or Monies shall or may have been granted, conveyed, assigned, demised, transferred, secured, or otherwise assured to such Trustees, then and in every such Case such Annuity, Messuages, Lands, Tenements, Hereditaments, Property, or Effects, together with, in the Case of a Security or Securities for Money, the Monies due or to grow due thereon, as well Principal as Interest, shall from the Time when such Memorial shall be enrolled, without any Deed or other Instrument, become and be vested in the Persons who in such Memorial shall be stated to be the Trustees of the Society, for the same Estates or Interests, and upon and for the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoes, Agreements, and Declarations, and in the same Manner precisely as in all Cases (except the Foreclosure of a Mortgage or Charge) such Annuity, Messuages, Lands, Tenements, Hereditaments, Property, Effects, or Monies would then have been vested in the Trustees of the Society named in the Deed or other Instrument by which such Annuity, Messuages, Lands, Tenements, Hereditaments, Property, Effects, or Monies may have been granted, conveyed, demised, assigned, transferred, secured, or otherwise assured to such Trustees, and as if this Act had not been passed, and as if all such Trustees were then the actual Trustees under such Deed or other Instrument, and as, in case of Foreclosure of a Mortgage or Charge, such Messuages, Lands, Tenements, Hereditaments, Property, or Effects would have been vested in the Persons in whom, as Trustees of the Society, the same were vested at the Time of such Foreclosure, if this Act had not been passed, and as if all such Persons were then the actual Trustees of the Society in respect thereof.

Trustees not to be personally liable on Covenants.

25. The Trustees of the Society by whom any Covenant shall be entered into in any Lease or Assignment of Lease expressed or mentioned to be obtained or taken in trust or on behalf of the Society, or by whom

whom any Covenant shall be entered into for Title, or for the Production of Title Deeds or otherwise, in respect of or relating to any Annuity belonging to the Society, or to any Annuity, Messuages, Lands, Tenements, Hereditaments, or other Property, in the United Kingdom or elsewhere, upon which any Annuity belonging to the Society is or shall be secured, or upon which any Monies of the Society are or shall be charged, by way of Mortgage or otherwise, or which, in consequence of the Foreclosure of any Mortgage or Charge thereon, shall have become the absolute Property of the Society, shall not be liable for any Breach of any such Covenant, but the Society only shall be bound thereby, and shall be liable to be sued in respect of any such Breach; and in all Cases in which any such Covenant would have run with the Land if the same had been entered into by such Trustees in case they had been personally bound thereby, such Covenant shall still run with the Land, notwithstanding they shall not be so bound.

Receipts of Trustees to be good Discharge.

26. The Receipt of the Trustees of the Society for any Monies which shall become payable to or on account of the Society, for or in respect or on account of any Annuity, Mortgage, Charge, Security, Messuages, Lands, Tenements, Hereditaments, Monies, or other Property belonging to the Society, or upon which any such Annuity is or shall be secured, or upon which any Monies of the Society are or shall be charged by way of Mortgage or otherwise, and the Receipt of any Three Directors of the Society for any Monies which upon any other Account shall be payable to the Credit of the Society for or in respect of any Charge or Security for the Time being belonging to the Society, vested in any Person or Persons other than the Trustees of the Society in trust for the Society, or for or in respect of any other Matter whatsoever, shall effectually discharge the Person or Persons paying the same from being answerable or accountable for the Misapplication or Nonapplication of such Monies, or from being obliged or concerned to see to the Application of the same.

Names of Trustees to be entered on Court Rolls on every Change of Trustees and the Lord of the Manor to be entitled to Fines, &c.

27. When and so often as, after the Trustees for the Time being of the Society shall have been admitted to any Copyhold or Customary Messuages, Lands, Tenements, or Hereditaments under any conditional Surrender thereof, any new Trustee or Trustees of the same Class shall be appointed, and a new Memorial of the Names of the Trustees of the Society shall, in consequence of such Appointment, be enrolled in the High Court of Chancery, in pursuance of this Act, and thereby such Messuages, Lands, Tenements, or Hereditaments shall become vested in such new Trustee or Trustees, either solely, or jointly with any of the old Trustees of the same Class, then, upon the Enrolment of every such new Memorial, the same Fines and Sums of Money, Heriots, or other Renders or Payments shall become due and payable to the Lord of the Manor of which such Messuages, Lands, Tenements, or Hereditaments shall be Parcel, in respect of the same, as would have been due

and payable if upon any such Appointment such Messuages, Lands, Tenements, or Hereditaments had, instead of being vested by virtue of this Act in the Persons who after such Appointment and the Enrolment of such new Memorial as aforesaid shall then be the Trustees of the Society of such Class, become vested in such Persons, by Surrender and Admittance in the Court of the Lord of the Manor according to the Custom of such Manor, and the Society shall be liable to the Payment of such Fines and Sums of Money which it shall be lawful for the Lord of such Manor to recover from the Society by Action of Debt; and when and so often as after the Trustees for the Time being of such Class shall have been so admitted as aforesaid a new Trustee or Trustees of the same Class shall be appointed, and such Memorial as aforesaid shall in consequence thereof be enrolled in the said Court of Chancery, in pursuance of this Act, and thereby such Messuages, Lands, Tenements, or Hereditaments shall have become vested in the Persons who after such Appointment and the Enrolment of such new Memorial as aforesaid shall then be the Trustees of the Society of such Class, the Secretary of the Society shall, at the Cost of the Society, cause to be delivered to the Lord of the Manor of which the Messuages, Lands, Tenements, or Hereditaments comprised in such conditional Surrender may be Parcel, or to his Steward or to the Deputy of such Steward, an examined Copy of such Enrolment and of this Section, which shall, at the Costs of the Society, be entered by such Lord, Steward or Deputy Steward, on the Court Rolls of such Manor, and if such Secretary shall refuse or neglect to cause to be delivered examined Copies of such Enrolment and Section as aforesaid within One Month from such Enrolment, he shall be liable to pay a Penalty not exceeding Twenty Pounds to the Lord of the Manor for every such Refusal or Neglect.

Act to extend to the Company at all Times.

28. This Act, and all and every the Powers and Provisions herein contained, shall extend and be construed to extend to the said Society, called "The *Great Britain* Mutual Life Assurance Society," at all Times during the Continuance thereof, whether the Society hath heretofore from Time to Time been or shall hereafter be composed of all or some of the Persons who were originally Members or Partners thereof, or of all or some of the before-mentioned Persons conjointly with some other Person or Persons, or whether the Society be at the Time of the passing of this Act or shall hereafter be composed altogether of Persons who were not originally Members thereof, or of Persons some or all of whom shall have become Members thereof subsequently to the passing of this Act.

Company not to be incorporated by this Act.

29. Provided always, That nothing in this Act contained shall extend or be construed to extend to incorporate the Society, or to relieve or discharge the Society or any of the Members thereof from any Responsibility, Contract, Duty, or Obligation whatsoever to which by

by Law they or any of them now are or at any Time hereafter may be subject or liable, as between the Society and others; and all Contracts, either express or implied, and made or to be made, and all present and future Liabilities of any Person being or who shall hereafter be a Member of the Society, with or to the Society, or any Person in trust for the Society, or for the Use or Benefit thereof, shall have such and the same Operation and Effect, and be attended with such and the same legal Consequences in every respect, as if such Person had not been such Member.

Expenses of Act.

30. All the Costs and Expenses attending or incident to the applying for, obtaining, and passing of this Act shall be paid out of the Funds of the Society.

The SCHEDULE referred in the foregoing Act.

MEMORIAL made the Day of
of the Names of the present Trustees, Directors, and Secretary of the Great Britain Mutual Life Assurance Society, enrolled pursuant to "The Great Britain Mutual Life Assurance Society Act, 1862."

THE TRUSTEES.

A.B. of
C.D. of

DIRECTORS.

E.F. of
G.H. of
&c. &c.

SECRETARY.

J.K. of

J.K. Secretary of the above-named Society, solemnly declares that the above-written Memorial doth contain the Names of the present Trustees, Directors, and Secretary of the Great Britain Mutual Life Assurance Society.

In

The Great Britain Mutual Life Assurance Society Act, 1862.

In case of a Change of Trustees.

MEMORIAL made the Day of
of the Names of the present Trustees of the Great Britain Mutual Life Assurance Society, enrolled pursuant to "The Great Britain Mutual Life Assurance Society Act, 1862."

THE TRUSTEES.

A.B. of
C.D. of
&c. &c.

J.K. Secretary of the above named Society, solemnly declares that the above-written Memorial doth contain the Names of the present Trustees of the Great Britain Mutual Life Assurance Society.

In case of Change of Directors.

MEMORIAL made the Day of
of the Names of the Persons who have been appointed new Directors of the Great Britain Mutual Life Assurance Society, and of the Persons in whose Places they have been appointed, enrolled pursuant to "The Great Britain Mutual Life Assurance Society Act, 1862."

A.B. of
C.D. of
&c. &c.

In the Place of

K.L. of
L.M. of
&c. &c.

J.K. Secretary of the above-named Society, solemnly declares that the above-written Memorial doth contain the Names of the Persons who have been appointed new Directors of the Great Britain Mutual Life Assurance Society, and of the Persons in whose Places they have been appointed.

In case of Change of Secretary.

MEMORIAL made the Day of
of the Name of the present Secretary of the Great Britain Mutual Life Assurance Society, enrolled pursuant to "The Great Britain Mutual Life Assurance Society Act, 1862."

H.Y. of

H.Y. Secretary of the above-named Society, solemnly declares that the above-written Memorial doth contain the Name of the present Secretary of the Great Britain Mutual Life Assurance Society.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1862.