ANNO DECIMO

VICTORIÆ REGINÆ.

****

Cap. xxxiv.

An Act to enable the *Scottish Union* Insurance Company to purchase Annuities and invest Money on Securities in *England* and *Ireland*, and for other Purposes relating thereto.

[8th *June* 1847.]

WHEREAS by Charter under the Seal appointed by the Treaty of Union to be kept and used in *Scotland* in place of the Great Seal formerly used there dated the Twenty-first Day of *March*, and sealed at *Edinburgh* the Twenty-sixth Day of *June*, both in the Year One thousand eight hundred and thirty-three, His Majesty King *William* the Fourth constituted, erected, and incorporated into One Body Corporate and Politic, by the Name and Style of the " *Scottish Union* Insurance Company," the Persons therein named, and such other Persons as then where or should afterwards become Members of the said Company, for the Purpose of carrying on the Business of effecting Insurances against Losses or Damage by Fire on all Property, real or personal, and also for the Purpose of effecting Insurances on Lives and Survivorships, for the Purchase and Sale of Annuities, for granting Endowments to Children, and other Business connected with Life Insurance: And

whereas it would be advantageous to the said Company, and at the same Time useful and beneficial to the Public, if the said Company were enabled to purchase Annuities charged or secured on Lands, Tenements, or Hereditaments in *England* or *Ireland*, and to lend and invest Monies or other Funds on Mortgage or Real Securities in *England* or *Ireland*: And whereas it is expedient that the said Company should be made and constituted such a Corporation as is capable of suing and being sued in legal Proceedings in *England* or *Ireland* as a Corporation by the Name of the "*Scottish Union* Insurance Company," and that Facilities should be given for transferring in certain Cases Shares in the Capital or joint Stock of the said Company, and Policies of Insurance effected with them, and for the Payment of Claims under such Policies; but the said several beneficial Objects aforesaid cannot be attained without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Scottish Union* Insurance Company to purchase Annuities, and also Reversions and postponed Sums of Money, and postponed Rights, whether absolute or contingent upon or for the Lives of any Person or Persons whomsoever, or other Event or Events, or for Years determinable on the dropping of a Life or Lives, and by or with or without Survivorships, and whether subject to or free from Power of Redemption on the Part of the Granter or Granters thereof, or other Party, whether the same be or be not issuing and charged or chargeable out of or secured upon any Lands within the United Kingdom of *Great Britain* and *Ireland* of any Tenure or Quality, and either in Fee Simple absolute or in Security or under Reversion, or for any less or other Estate, or whether the same be or be not charged upon and issuing out of any Dividends or Interest in possession, or any Stocks, Funds, Monies, or Securities either in possession or reversion, or secured upon Lands, Dividends, Interest, Stocks, Funds, Monies, or Securities, and either with or without any Policy or Policies of Insurance on the Life of any Person; and that upon the Purchase of every such Annuity, Reversion, and postponed Sum of Money, and postponed Right, it shall be lawful for the Company, either alone, or together with any Three of the Directors of the Company, or the Manager or Secretary, or any such Trustee or Trustees, or other Person or Persons as the Directors shall order, or by any Three of the Directors of the Company, or the Manager or Secretary, or any such Trustee or Trustees, or other Person or Persons as the Directors shall order, alone, but for the Benefit of the Company, to accept and take a Grant of such Annuities, Reversions, and postponed Sums of Money, and postponed Rights, with such Powers, Terms, and Trusts of and concerning the same, and of and concerning such Lands, Dividends, Interest, Stocks, Funds, Monies, Securities, Policy, or Policies, and with any other Securities (if any such shall be), as may be agreed upon touching such Annuities, Reversions, and postponed Sums of Money, and postponed Rights or otherwise; and that it shall be lawful to the Company, and to such Directors, Manager, Secretary, Trustee or Trustees,

Power for Company to purchase or invest Money on Annuities, Reversions, &c. in Great Britain or Ireland.

Trustees, or other Person or Persons as aforesaid, acting under the Order of the Directors, to sell any Annuities, Reversions, and postponed Sums of Money, and postponed Rights, already granted to or acquired by the Company, or to be so granted or acquired as aforesaid, and the Securities held or to be held for the same, when and as the Directors shall think fit, either by public Auction or by private Contract, and to assign, dispone, and convey the same, as also to sue for and use all Manner of Diligence and Execution upon and to release and discharge the same, and to do, grant, and execute, or cause to be done, granted, and executed, all such Acts, Deeds, Matters, and Things as may be necessary for effecting and completing the several Purposes aforesaid.

Power to lend Money upon Security of Lands, &c. in Great Britain or Ireland.

II. And be it enacted, That it shall be lawful for the Company, and they are hereby authorized and empowered, from Time to Time to lend or advance any Monies or any Stock in the Public or Parliamentary Funds or other Stock or Property belonging to the Company upon Mortgage or Security of any Ground Annuals, Ground Rents, Feu Duties, Lands, Tenements, or Hereditaments, whether reversionary or otherwise, within the United Kingdom of *Great Britain* and *Ireland*, of any Tenure or Quality, and either in Fee Simple absolute or in Security or under Reversion, or for any less or other Estate, and that either by taking Mortgages, Heritable Bonds, or Bonds and Dispositions in Security, or absolute Conveyances qualified by Backbonds, or in such other Forms as may be thought advisable by the Company or the Directors, or upon Mortgage, Stock, or Security of any Canals, Railways, Rates, Tolls, or other Property, real or personal, arising or being within the United Kingdom aforesaid, and to accept of or from any Person or Persons, or any Bodies Politic or Corporate, Mortgages of or other Securities upon any such Ground Annuals, Ground Rents, Feu Duties, Lands, Tenements, Hereditaments, Canals, Railways, Rates, Tolls, or other Property as a Security for the Repayment of Monies, Stocks, or other Property; and that the Ground Annuals, Ground Rents, Feu Duties, Lands, Tenements, Hereditaments, Canals, Railways, Rates, Tolls, or other Property to be comprised in any such Mortgage, Stock, or Security as aforesaid shall, according to the respective Tenures or Qualities thereof, be conveyed, surrendered, disposed, assigned, or otherwise assured to the Company, or to Three or more Directors thereof, or to the Manager or Secretary, or to such Trustees or Trustee for the Company, or other Persons or Person as the Directors shall order, and to their Assigns, subject to a Proviso for Redemption on repaying or replacing, at the Time or Times to be appointed for that Purpose, of the Money or of the Stock or other Property so to be advanced, and with lawful Interest or Interests at such Rate as may be agreed on, upon or in respect of such Money, Stock, or other Property, or an Equivalent for the intermediate Dividends or other Return upon or in respect of such Money, Stock, or other Property, and also with or without additional Provisions or Trusts for the Sale of such Ground Annuals, Ground Rents, Feu Duties, Lands, Tenements, Hereditaments, Canals, Railways, Rates, Tolls, or other Property or Rights whatsoever so mortgaged or secured, to take effect on the event of Nonpayment of the Money and Interest, or of the non-replacing of the Stock

Stock or other Property, and Equivalent for the Dividends or other Return thereof, after or within a given Period after the Time respectively appointed for the repaying or replacing of the same in the Proviso for Redemption herein-before referred to, and with or without any other Powers and Provisions as the Company or Directors shall think proper or be advised, and also to sell, dispose, assign, and convey, release and discharge, all such Mortgages, Stock, or other Securities whatsoever herein-before mentioned in such Manner and to such Extent as the Company or Directors shall think proper or be advised.

Power to bring Actions, &c., and acquire Right of Redemption of mortaged Property.

III. And be it enacted, That it shall be lawful for the Company to bring, commence, and prosecute any Suit or Suits in Her Majesty's High Court of Chancery, or in any other Court or Courts having Jurisdiction in the Matter and within the United Kingdom aforesaid, for foreclosing or extinguishing the Equity or Power of Redemption of any Ground Annuals, Ground Rents, Feu Duties, Lands, Tenements, Hereditaments, Canals, Railways, Rates, Tolls, or other Property which have been or shall be mortgaged or conveyed, surrendered, assigned, or otherways assured to, or in trust as a Security for the Repayment of any Sum or Sums of Money, or for the Re-investment of any Stock, or replacing or returning any other Property which has been or shall be lent or advanced by or owing to the Company as aforesaid, or for the Payment or making effectual of any Annuities, Reversions, postponed Sums of Money, or postponed Rights which have been or shall be purchased or acquired by the Company, and under the Authority of the said Court of Chancery or other Court aforesaid to obtain and prosecute to the End a Decree or Decrees for foreclosing or extinguishing every or any such Equity or Power of Redemption, and also to purchase or acquire the Equity or Right of Redemption of any Ground Annuals, Ground Rents, Feu Duties, Lands, Tenements, Hereditaments, Canals, Railways, Rates, Tolls, or other Property which have been or shall be so mortgaged, conveyed, surrendered, assigned, or otherwise assured as a Security as aforesaid; provided that as to any Mortgages or other Securities which shall have become absolute or have been foreclosed, or the Equity or Right of Redemption of which shall have been foreclosed or extinguished, previously to the passing of this Act, as also as to the Ground Annuals, Ground Rents, Feu Duties, Lands, Tenements, Hereditaments, Canals, Railways, Rates, Tolls, or other Property, the Equity or Right of Redemption of which shall be foreclosed, extinguished, purchased, or acquired as aforesaid under this Act, such Ground Annuals, Ground Rents, Feu Duties, Lands, Tenements, Hereditaments, Canals, Railways, Rates, Tolls, or other Property shall nevertheless, if situate in *England* or *Ireland*, be sold by the Order or under the Authority of the Company by public Sale or by private Contract, and in such Manner in all respects as the Company shall think proper; provided nevertheless, that the Company shall not be required to sell as aforesaid Property consisting of Money, Stocks, or Funds which are or shall be of the Nature of Personal or Moveable Estate only.

Powers for Sale of Lands, &c. acquired by Company;

but not Personal or Moveable Estate.

Limitation of Period of Sale of

IV. Provided always, and be it enacted, That the Sale of the Ground Annuals, Ground Rents, Feu Duties, Lands, Tenements, Here-

Hereditaments, Canals, Railways, Rates, Tolls, or other Property situate in *England* or *Ireland*, of which the Equity or Right of Redemption has been or shall be so foreclosed, extinguished, purchased, or acquired, and which the Company are hereby required to sell as aforesaid, shall not be delayed beyond the Space of Five Years from the Time of Foreclosure, Extinction, Purchase, or Acquisition thereof as aforesaid being completed if the same shall take place after the passing of this Act, or within Five Years from the passing of this Act if the same shall have heretofore been completed, but shall from Time to Time be made and completed within the Space of the said Five Years, as the Case may be, unless by reason of Objections to Titles, Breach of Contract, or any Action, Suit, or other Proceeding at Law or in Equity, or on any other Account, the Completion of such Sale shall be unavoidably delayed or impeded, in which Case such Sale shall take place within Twelve Calendar Months next after such Impediment shall be removed.

Ground Annuals, &c.

V. And be it enacted, That, subject to the Provisions aforesaid, and for the Purposes of securing the Money, Stock, or other Property lent or advanced on the same, with Interest or Interests as aforesaid, upon or in respect of such Money, Stock, or other Property, or an Equivalent for the intermediate Dividends or other Return upon or in respect of such Money, Stock, or other Property, according to such Provisions as aforesaid, the Company or any Three or more of the Directors thereof, or the Manager or Secretary, or any such Trustee or Trustees, or other Person or Persons as the Directors shall order, shall be able and capable in Law to hold, receive, possess, and enjoy any Ground Rents, Rent-charges, Lands, Tenements, Hereditaments, Canals, Railways, Rates, Tolls, or other Property in *England* and *Ireland* redeemably and under Reversion only, or by way of Security for any Sums of Money, Stock, or other Property, or for any Annuities, Reversions, postponed Sums, or postponed Rights, or by way of Mortgage, and shall continue to hold and enjoy the same for the Purposes of and under the Provisions contained in this Act, without Licence in Mortmain, and without being liable to the Penalties and Forfeitures of the Statutes of Mortmain, or any other Penalties, Forfeitures, or Disabilities, any Law or Practice to the contrary notwithstanding.

Company may hold Land without Licence, subject to the Provisions for Sale.

VI. And be it enacted, That in the event of the Death or Resignation, retiring from Office, or Removal of any Director or Directors, or of any Manager or Secretary, or of any Trustee or Trustees, or other Person or Persons, in favour of whom, either solely or along with any other or others, and either jointly with the Company or otherwise, any Grant of Annuity, Reversion, postponed Sum of Money, or postponed Right, or any Lands, Feu Duties, Ground Annuals, Ground Rents, Tenements, Hereditaments, or other Real or Heritable Property, or any Mortgage, Heritable Bond, Bond, and Disposition in Security, Bond, or Instrument of Caution or of Security, Assignation, Transfer, or other Instrument or Writing whatsoever, have been or shall be taken directly or indirectly in any Manner for the Use, Benefit, or Behoof of the Company, then and in any such Case or Cases, from and after the Time of such Death, Resignation,

Power for the Company, in the event of the Death, &c. of Manager, &c. in whose Name any Security, &c. was taken on their Behalf, to release same.

Resignation, retiring from Office, or Removal, and whether such Death, Resignation, retiring from Office, or Removal have taken place before the passing hereof or shall take place thereafter, the Company may in its Corporate Name, and without the Concurrence of such Director or Directors, Manager, Secretary, Trustee or Trustees, or other Person or Persons, or their Heirs, Executors, or Administrators, validly and effectually release, assign, dispone, convey, transfer, or otherwise dispose of or deal with the same; and that in any such Case any Release, Assignment, Disposition, Conveyance, Transfer, or other Deed or Writing whatsoever executed by the Company in its Corporate Name shall be good, valid, and effectual to all Intents and Purposes; and that in all such Cases the Company shall be entitled under its said Corporate Name, and without the Concurrence of such Director or Directors, Manager, Secretary, Trustee or Trustees, or other Person or Persons, or of their Heirs, Executors, or Administrators, validly to bring, institute, raise, and pursue and prosecute to a Termination all and all Manner of Action and Actions, Suit and Suits, in any Court of Law or Equity, and all Manner of Diligence for making effectual any such Grant of Annuity, Reversion, postponed Sum or Right, or any such Lands, Feu Duties, Ground Annuals, Ground Rents, Tenements, Hereditaments, or other Real or Heritable Property, or any such Mortgage, Heritable Bond, Bond and Disposition in Security, Bond or Instrument of Caution, or of Security, Assignation, Transfer, or other Instrument or Writing whatsoever, or for the Recovery of any Sum or Sums of Money therein contained, or thereby due, or anywise relating thereto.

As to Evidence of Transmission on Bankruptcy, &c.

VII. And, with regard to the Registration of and Right to Shares, and the Right to Policies, the Interest in which may have become transmitted on the Death or in consequence of the Bankruptcy or Insolvency of any Shareholder or Policy Holder, or in consequence of the Marriage of a Female, or by any other lawful Means than by a Transfer, be it enacted, That Evidence of the Title satisfactory to the Directors shall be produced to the Secretary or other Officer of the Company, and shall, if required, be authenticated by a Declaration in Writing, and such Declaration shall, if so required by the Directors, be made in manner directed by the Statute for the Abolition of unnecessary Oaths; and thereupon the Secretary or other Officer of the Company shall in the Case of a Policy transfer the same in the Company's Books, and shall in the Case of Shares enter the Name, Addition, or Designation and Address, so far as known, of the Person entitled under such Transmission to any Share or Shares in the Register of Shareholders; and until such Transmission shall have been authenticated and recorded no Person claiming by virtue of any such Transmission shall be entitled to the Sums contained in any such Policy, or to any such Shares, or be entitled to receive any Share of the Profits of the Undertaking, or to vote in respect of any such Share, or be held as in the Right of such Policy or Shares, or as a Shareholder of the Company; and if such Transmission be by virtue of Marriage, the said Declaration shall be accompanied with Evidence of such Marriage to the Satisfaction of the Directors; and if such Transmission shall have taken place in consequence of Bankruptcy or Insolvency, the Title of the Trustee or Assignee, legal or voluntary, whether

whether in *England*, *Ireland*, or *Scotland*, as the Case may be, to the Satisfaction of the Directors, shall, together with such Declaration, be produced to the Secretary or other Officer of the Company.

As to Evidence of Succession in case of Death.

VIII. And, in the Case of the Decease of any Shareholder or Policy Holder, be it enacted, That the Right which belonged to such Deceaser shall be carried to and vested in the Successors of such Deceaser by Testamentary Deed specially conveying the same, or by means either of a Probate of the Will or Letters of Administration from any Prerogative Court in *England* or *Ireland*, or of a Testament Testamentary or Testament Dative, or an official Extract thereof in *Scotland*; and such Testamentary Deed or an Extract thereof from the Books of any competent Court with which the same may have been deposited for Preservation, or such Probate, Letters of Administration, Testament Testamentary, Testament Dative, or Extract, shall be produced to the Directors, or to the Secretary or other Officer whom they may appoint; and such Production as aforesaid in any of the Cases herein-before mentioned shall be sufficient so far as respects the Company to evidence and to instruct the Title of the Parties to such Shares, or to the Contents of such Policy; and in such Cases such Declarations and other Evidence as aforesaid shall be a sufficient Warrant for making such Transfer of Shares, or for Payment by the Company of the Sums contained in Policies, and shall free and relieve the Company from all Question or Claim at the Instance of any other Party in all Time thereafter; but such Declaration or Evidence as aforesaid shall not preclude the Company from requiring other Evidence with regard to any Matter in question, or from causing the Title of any Claimant to be proved or declared by the Judgment or Decree of a Court of competent Jurisdiction in *England*, *Scotland*, or *Ireland*.

Company not to be bound by Trusts.

IX. And be it enacted, That the Company shall not be bound to see to the Execution of any Trust, whether express, implied, or constructive, to which any of the Shares of the Company's Stock, or any Policy granted or to be granted by the Company, may be subject; and the Receipt of the Party in whose Name any such Shares shall stand in the Books of the Company, or when any Shares shall stand 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 to the Company for any Dividend or other Sum of Money payable in respect of such Shares notwithstanding any Trust to which such Shares may then be subject, and whether or not the Company shall have had Notice of such Trust.

Mode in which Shares and Policies may be transferred.

X. And whereas there are now and may be hereafter many Parties interested in the said Company either as Shareholders or Holders of Policies, or both, who reside in *England* or *Ireland*, and Sales of Shares and Assignments of Policies are frequently made by Persons in *Scotland* to Persons in *England* or *Ireland*, and *vice versâ*, and it would be attended with Inconvenience if all Transfers of Shares and Assignments or Discharges of Policies were required to be executed according to the Forms of either Country; be it therefore enacted, That all Transfers of Shares and all Assignments or Discharges of Policies

Policies of the said Company shall be valid and effectual if made and executed according to the usual Mode of framing and executing such Documents either in *England*, *Ireland*, or *Scotland*.

Regulating Proxies.

XI. And be it enacted, That no Writing appointing any Proxy for the Purpose of voting at any Meeting of the Company shall be effectual unless the same, if applicable to a General Meeting of the Company, ordinary or extraordinary, shall have been lodged with the Manager or Secretary Three lawful Days prior to such Meeting, or, if applicable to a Meeting for electing Members of local Boards, shall have been lodged with the Secretary of such local Boards respectively Three lawful Days before such Meeting.

Acts of Directors not invalidated by Informality in Appointment.

XII. And be it enacted, That all Acts done by any Meeting of the Directors or any Person acting as a Director shall, notwithstanding it may be afterwards discovered that there was some Defect in the Appointment of any such Directors or Persons acting as aforesaid, or that they or any of them were or was disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Director.

Liabilities of and Indemnity to Directors.

XIII. And be it enacted, That the Directors shall not be liable for Omissions or for the Sufficiency either in Value or Title of the Securities on which they may invest the Funds of the Company, or for the Actions and Intromissions of the Manager, Secretary, Cashier, local Boards, Agents, or other Officers of the Company, or for any other Person intrusted with the Monies or Business of the Company, or for Caution or Surety not having been found, or for the Sufficiency of the Caution or Surety found by the Manager, Secretary, Cashier, Agents, or other Officers of the Company, nor shall they be liable *in solidum* or for the Intromissions of each other; nor shall any Director by being a Party to or executing in his Capacity of Director any Contract or other Instrument on behalf of the Company, or otherwise lawfully executing any of the Powers given to the Directors, be subject to be sued or prosecuted either individually or collectively by any Person whomsoever; and the Bodies or Goods or Lands of the Directors shall not be liable to Execution of any legal Process by reason of any Contract or other Instrument so entered into, signed, or executed by them, or by reason of any other lawful Act done by them in the Execution of any of their Powers as Directors; and the Directors, their Heirs, Executors, and Administrators, shall be indemnified out of the Capital and Funds of the Company for all Payments made or Liability incurred in respect of any Acts done by them, and for all Losses, Costs, and Damages which they may incur in the Execution of the Powers granted to them; and the Directors for the Time being of the Company may apply the existing Funds and Capital of the Company for the Purpose of such Indemnity, and may, if necessary for that Purpose, make Calls of the Capital remaining unpaid, if any.

Power to invest Capital, &c.

XIV. And be it enacted, That the subscribed Capital, and other Funds or Property for the Time being in the Hands of the Company, so far as the same shall not be required to satisfy the immediate Claims upon and Expences of the Company, may be laid out and invested

invested in the Public or Government Securities of *Great Britain* or *Ireland*, or in Navy or Exchequer Bills, *India* Bonds, or in the Stock of the Bank of *England* or the Bank of *Ireland*, the Bank of *Scotland*, the Royal Bank of *Scotland*, the *British* Linen Company, the Commercial Bank of *Scotland*, and the National Bank of *Scotland*, or any of them, or in Stock or Shares of any other Company or Corporation in the United Kingdom aforesaid acting under Royal Charter or Act of Parliament, or on the Security of any Railway or Canal, or any other Undertaking incorporated by Act of Parliament or Royal Charter, or on the Security of the Stock, Bonds, Mortgages, or other Obligations of any Railway, Canal, or other Undertaking as aforesaid, or on Real Security or Personal Security in *Great Britain* or *Ireland*, or on the Security of the Stock or Shares or Life Policies of the Company, or of any other Insurance Company; and all such Investments or Securities may be taken to the Company, or to Three or more Directors thereof, or to the Manager or Secretary, or any such other Trustee or Trustees, or other Person or Persons as the Directors shall order; and the Directors may, when they think proper, cause any of the Funds or Property so laid out and invested to be disposed of, called in, or otherways converted into Money, and the Money arising thereby to be again laid out and invested as above authorized, and so from Time to Time as Occasion may require: Provided always, that the Directors shall have Power to set apart such a Sum as they shall see proper for answering the current Business of the said Company, which Sum shall be kept in such Banks or Banking Companies as the Directors shall appoint in a current Account.

Participation in Profits of Life Policies.

XV. And be it enacted, That it shall be lawful to the Company to provide that a certain Proportion of the free Profits in the Life Department, or in any Portion of said Department, shall belong to and be divisible among the Parties who shall effect or who have already effected Insurances upon Lives with the Company, whether Shareholders of the Company or not, and that by way of Bonus or Addition, to be made in such Manner and at such Times as shall be fixed by the Directors and approved of by the Company, to the Amount of the Sums contained in the Policies on Lives issued or to be issued by the Company.

Directors, &c. may be Witnesses to Deeds and prove the same.

XVI. And be it enacted, That the Directors, Shareholders, Managers, Secretary, Agents, Clerks, and other Officers of the Company, shall be qualified to be Witnesses to any Deeds, Writings, or Instruments, or to give Evidence, in any Action, Suit, Matter, or Question in *Scotland* wherein the Company may be concerned or have an Interest in the same Manner and to the same Extent as such Persons respectively would be qualified to be Witnesses or to give Evidence in *England* under the Provisions of an Act passed in the Session of Parliament held in the Sixth and Seventh Years of the Reign of Her present Majesty, intituled *An Act for improving the Law of Evidence.* 6 & 7 Vict. c. 85.

Company may sue and be sued in England.

XVII. And be it enacted, That in all Actions and Suits and other legal Proceedings in *England* or *Ireland* by or against the said Company the said Company shall and may sue and be sued, plead and be impleaded, by the Name of the "*Scottish Union* Insurance Company"

in like Manner to all Intents and Purposes as if the same Company had been incorporated by that Name by Royal Charters under the Great Seals of *England* and *Ireland*.

Not to extend to incorporate the Company.

XVIII. 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 Shareholders thereof from any Responsibility, Duty, Contract, or Obligation whatsoever to which by Law they now are or at any Time hereafter may be subject or liable, either as between such Company and other Parties, or as between the Company and any of the individual Shareholders thereof and others, or as between themselves, or in any Manner whatsoever.

Company to be subject to Jurisdiction of Superior Courts in England, &c.

XIX. And be it enacted, That the said Company, besides being subject to the Courts in *Scotland*, shall be amenable to the Jurisdiction of the Superior Courts of Common Law and Equity at *Westminster* in the like Manner as if the Domicile of the said Company were in *England*; and that any Judgment of any of the Superior Courts of Common Law at *Westminster*, or any Decree or Order of the High Court of Chancery, recovered, made, or pronounced against the said Company, may be put into execution in *Scotland* against the said Company or any Person or Persons liable to perform or answer the same in like Manner and as fully and effectually as if such Judgment, Decree, or Order had been recovered, made, or pronounced in an Action or Proceeding in the Court of Session in *Scotland*; and that on Production of an Office Copy of any such Judgment, Decree, or Order to one of the principal Clerks of the said Court of Session, or his Deputy, for Registration there, such Judgment, Decree, or Order shall thereupon be registrable and registered there, and Execution shall and may pass upon a Decree to be interponed thereto in like Manner as Execution passes upon Decrees of Registration in *Scotland*.

Service of Notices on the Company.

XX. And be it enacted, That any Summons or Notice, or any Writ or other Proceeding at Law or in Equity, requiring to be served upon the said Company, may be served by the same being left at or transmitted through the Post directed to the principal Office of the said Company at *Edinburgh*, or being given personally to the Manager, or in case there be no Manager then to any one of the ordinary Directors of the said Company for the Time being.

Interpretation of Act.

XXI. 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 only shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Word "Lands" shall extend to Houses, Lands, Feu Duties, Ground Annuals, Ground Rents, Superiorities, Tenements, Heritages, Messuages, and Hereditaments of every Description and Tenure, and either in *Great Britain* or *Ireland*:

The

The Word "Defender" shall include Defendant and Respondent:
The Expression "Company" shall mean the "*Scottish Union* Insurance Company" named in this Act:
The Expression "Directors" shall mean the ordinary Directors of the "*Scottish Union* Insurance Company" and their Quorum:
The Word "Manager" shall mean the Manager of the said Company:
The Word "Secretary" shall mean the Secretary of the Company:
The Word "Agents" shall mean the Agents of the Company:
The Word "Shareholder" shall mean Shareholder, Partner, or Member of the Company, and in referring to any such Shareholder Expressions properly applicable to a Person shall be held to apply to a Corporation and Company.

Company not exempt from Provisions of any future general Act to be passed.

XXII. And be it enacted, That nothing herein contained shall be deemed to exempt the Company from the Provisions of any general Act which may be passed during the present or any future Session of Parliament which may affect Insurance Companies formed previous to the passing of such general Act.

Expences of Act.

XXIII. And be it enacted, That the Expences of this Act shall be paid by the Company out of any Monies which at the passing thereof may be or shall thereafter be under the Control of the Directors acting under the aforesaid Royal Charter, or otherwise be held by them on account of the Company.

Public Act.

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

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1847.