ANNO PRIMO

# GEORGII IV. REGIS.

## *Cap.* lx.

## An Act for altering and enlarging the Powers of Two Acts of the Fiftieth and Fifty-second Years of the Reign of His late Majesty, for rebuilding the Theatre Royal *Drury Lane*.

[8th *July* 1820.]

WHEREAS by an Act passed in the Fiftieth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for rebuilding the late Theatre Royal* Drury Lane, *upon the Conditions and under the Regulations therein mentioned*, it was enacted, that the several Persons therein named, paying and contributing to the Capital Sum to be raised as therein-after mentioned, should be, and they were thereby accordingly united into a Company for erecting the said Theatre and surrounding Buildings, and carrying into Execution the Purposes of the said Act, and should for that Purpose be one Body Corporate and Politic, by the Name and Style of 'The Theatre Royal *Drury Lane* Company of Proprietors,' and by that Name should have perpetual Succession and a Common Seal, and by that Name should and might sue and be sued; and it was further enacted, that it should be lawful to and for the said Company of Proprietors to raise and contribute, in such Proportions as they should think proper, any Sum or Sums of Money, not exceeding in the whole the Sum of Three hundred thousand Pounds, which said Sum or Sums of Money should be laid out and applied, amongst other things, in Payment to certain Persons therein named, of such Sum or Sums of Money as might be due and owing to them, in respect of certain Letters Patent 50G.3.c.214.

Patent granted by His late Majesty King *Charles* the Second, to *Thomas Killigrew* Esquire, and in making due and just Payment or Compensation to the Renters and several other Claimants on the said Property, upon such Terms as the said Claimants and the said Company of Proprietors should agree, and in purchasing the entire Property and Interests of the Proprietors and Parties beneficially and ultimately interested in the Property of the said late Theatre Royal *Drury Lane*, and the Profits and Property thereof, and for and towards rebuilding, erecting, and finishing a New Theatre; and it was thereby further enacted, that for better forwarding the Purposes of the said Act, a Committee of Twenty-one of the said Company of Proprietors were appointed, and the said Committee were thereby authorized to arrange and complete Terms of Settlement and Compensation with the several Claimants on the said Property, and to determine upon and select the Plan for rebuilding, and to make Contracts and Bargains for erecting the said Theatre, and also for arranging the Terms upon which all Rights and Interests of the then Proprietors should be made over to the said Company of Proprietors, and all other necessary Purposes: And whereas at a public Meeting, convened by Advertisement in the Month of *April* One thousand eight hundred and eleven, of several Persons Claimants upon the said late Theatre, commonly called New Renters, in order to promote the rebuilding of the late Theatre, and the several Purposes proposed by the said Act, it was agreed at the said Meeting, and certain Agreements or Instruments in Writing were thereupon drawn and signed by such New Renters, whereby they proposed and agreed to and with the Committee of the said Company of Proprietors, to release and discharge all their Claims and Demands upon the said Theatre and Premises, comprised in certain Indentures respectively dated the Thirteenth and Fourteenth Days of *June* One thousand seven hundred and ninety-three, upon the Terms of having an Annuity to be charged upon the said new Theatre, equal to One Shilling and Three-pence for every Night of Theatrical Performance granted to each of them, to commence at the Opening of the said Theatre, and to be payable on the First Day of *August* yearly, and on Nonpayment to be recoverable by legal Distress, as well as by Perception of the Receipts of the House by Trustees to be appointed on Behalf of the said New Renters; and that such Annuities should stand the first Charge upon the said New Theatre, and the Property and Produce thereof next after the several Payments therein mentioned; and that a proper Deed or Instrument should be prepared and executed for securing the said Annuity, as the Committee of the said Company of Proprietors and the Committee of the said New Renters should agree: And whereas by another Act passed in the Fifty-second Year of His said late Majesty, intituled *An Act for altering and enlarging the Powers of an Act of His present Majesty, for rebuilding the late Theatre Royal* Drury Lane, the Committee of the said Company of Proprietors were authorized to contract and agree with, and make due and just Payment or Compensation to such Renters, Annuitants, and other Claimants on the said Theatre and Property, whose Claims should not have been adjusted previous to the passing of the said now reciting Act, upon such Terms as such Renters, Annuitants, and other Claimants, and the Committee for the Time being of the said Company of Proprietors, should agree, any thing in the said first-recited Act contained to the contrary notwithstanding; and by the said now reciting Act it was further enacted, that it should be lawful for the Committee for the Time being of

52 G. 3. c. 19.

the said Company of Proprietors, to grant, make, and execute any Deed, Instrument, or Writing, Deeds, Instruments, or Writings, for granting to such of the Persons commonly called New Renters respectively as should have agreed to accept the same, an Annuity or Rent Charge of One Shilling and Three-pence for each Night of Performance at the said intended New Theatre, and free Admission thereto; and for fulfilling and accomplishing the several Articles, Stipulations, and Conditions contained in certain Agreements entered into by such New Renters, according to the true Intent and Meaning thereof (subject as therein-after was mentioned), as by the said Committee of the said Company of Proprietors and the Committee of the said New Renters or their respective Counsel learned in the Law should be deemed necessary; and that the said several Persons respectively, their respective Executors, Administrators, or Assigns, should hold, take, receive, and enjoy the said Rent Charges or Rent Charge of One Shilling and Three-pence, and Right of Admission, with the Remedies and Powers for recovering, holding, and receiving the same, according to the Deed, Instrument, or Writing, Deeds, Instruments, or Writings, to be executed in pursuance of the said Act; and every such Rent Charge and Right of Admission should, from and immediately after the said New Theatre should have been built and opened for the Representation of Theatrical Performances, be and remain a Charge upon the said Theatre and the Property thereof; and the Committee for the Time being of the said Company of Proprietors were thereby empowered at any Time from and after the passing of the said last mentioned Act, to contract and agree with such of the Claimants commonly called New Renters as should not have been agreed with, upon such Terms as the Majority of the New Renters had consented to accept and take, and in and by the same or any other similar Deed, Instrument, or Writing, to grant a like Rent Charge of One Shilling and Three-pence for each Night of Performance at the said intended New Theatre, and free Admission thereto, to and for the Use and Benefit of such New Renters, subject as therein mentioned; and the Committee for the Time being of the said Company of Proprietors, or any Five of them, at a Meeting convened for that Purpose, were by the said last-mentioned Act authorized and empowered to give Bonds as and for the Bonds of the said Company of Proprietors, with their Common Seal affixed thereto, unto the several Persons who might or should have consented to the Postponement of their respective Claims, until after the Building of the said intended Theatre should have been completed, or in Satisfaction of any Debt or Debts incurred or to be incurred for the building, finishing, or furnishing the same, as Security or Securities for the Payment of any Sum or Sums which might have been agreed to be paid and taken in Satisfaction of such Claim or Claims, Debt or Debts respectively, such Bonds to bear Interest at the Rate of Five Pounds *per Centum per Annum*, upon the Sums so to be secured by such Bonds respectively, and the Interest thereupon, to commence from the Day of the Opening of the said intended New Theatre, or from the respective Dates thereof, and the Payment of the Principal Money and Interest upon the said Bonds to be thereby secured out of the Receipts of the said intended Theatre, at such Periods as should be agreed upon by the said Committee and such several Persons respectively, and which said Bond or Bonds when executed should stand next in priority to the said Nightly Rent Charges of One Shilling and Three-pence: And whereas the Money subscribed under the said

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Two several recited Acts, being insufficient for the Purposes therein mentioned, and the Committee of the said Company of Proprietors, in pursuance of the Directions and Powers therein severally contained, executed and gave to several of the Claimants and Creditors upon the said late Theatre, Bonds of the said Company of Proprietors, under their Common Seal, to the Amount of Twenty-nine thousand five hundred and sixty-six Pounds Five Shillings, payable with Interest; but owing to unforeseen Circumstances Part of the Money due upon such Bonds, to the Amount of Twenty-four thousand four hundred and sixteen Pounds, and a considerable Arrear of the said Nightly Rent Charges of One Shilling and Three-pence, amounting to the Sum of Sixteen thousand three hundred and thirty-seven Pounds or thereabouts, are now due and owing, and Debts to a considerable Amount have been accumulated and became due to the several Tradesmen, for Alterations, Repairs, and Materials in and about the said Theatre: And whereas for the Purpose of satisfying the *bonâ fidé* Debts, Sum and Sums of Money, due to the Tradesmen of the said Theatre and others, several Persons as well Proprietors of the said Theatre, New Renters, Bond-holders and others, agreed to raise by a voluntary Subscription, and they have accordingly subscribed and raised, the Sum of Twenty-six thousand seven hundred and eighty-five Pounds, to be applied in Discharge of such Debts, and to be repaid to such several Persons who have so subscribed as aforesaid, in the Manner herein-after mentioned: And whereas in order the better to secure in the Manner herein-after mentioned, to the New Renters the Right of Distress or Re-entry for the Arrears of their respective Rent Charges, and to the said Bond-holders the Right to recover their respective Debts due and owing upon their said several Bonds in the Manner herein also mentioned, as well as for carrying the Purposes of the said Subscription into effect, the Committee of the said Company of Proprietors, by and out of such Sums of Money so subscribed, have satisfied and discharged the Debts due and owing to the several Tradesmen as aforesaid, to the Amount of Thirteen thousand three hundred and ninety-three Pounds Fourteen Shillings or thereabouts: And whereas at a Meeting of the New Renters and their Trustees respectively, held at the said Theatre on the Second Day of *July* last past, convened by Advertisements in some of the Morning Newspapers, and by circular Letters, it was finally agreed by the Trustees and New Renters then present, to give up all the Arrears of the said Rent Charges of One Shilling and Three-pence now due and owing to them, and also all Arrears which would become due and owing to them for Four Years next ensuing, to be computed from the Commencement of Theatrical Performances in the Season beginning in the Year One thousand eight hundred and nineteen, and ending at the Close of Theatrical Performances in the Season One thousand eight hundred and twenty-three, provided the Payment of the said several Rent Charges of One Shilling and Three-pence should be duly secured to them from the Time and in the Manner herein-after mentioned; and the said several Bond-holders have also agreed to give up all Interest now due and which shall become due to them in respect of their said Bonds, for Four Years next ensuing, to be computed from the Commencement of the Theatrical Performances in the Season beginning in the Year One thousand eight hundred and nineteen, and ending at the Close of the Theatrical Performances in the Season One thousand eight hundred and twenty-three; provided the Payment of the Principal due upon their said Bonds, with Interest which shall grow due

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from and after the Expiration of the said Four Years, shall be paid off by equal yearly Instalments, at or before the Expiration of Ten Years from the Date hereof, and that in default thereof full and sufficient Right and Power shall be given them to enforce the Payment of the said Sums of Money thereby respectively to be secured, nevertheless subject to the prior Claims and Rights of the said New Renters as herein mentioned; but as the several Purposes aforesaid cannot be effectually carried into Execution without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the Opening of the said Theatre for the Season One thousand eight hundred and twenty three-four, beginning in the Year One thousand eight hundred and twenty-three, each of the several Persons, commonly called New Renters of the said Theatre respectively, and his, her, and their respective Executors, Administrators and Assigns, shall be entitled to one clear Rent or Sum of One Shilling and Three-pence for every Day or Night whereon any Theatrical or other Performance shall be publicly exhibited in the said Theatre-Royal *Drury-Lane*, or in any other Theatre to be erected or occupied under or by virtue of the Patents or Licences now belonging to the said Company of Proprietors, in case the said Theatre shall be destroyed by Fire, or disused or otherwise rendered unfit for performing of Plays and other Theatrical Performances, for and during the Term of Seventy-five Years and One Quarter of another Year, to be computed from the Twenty-ninth Day of *September* last past, (except for such Days or Nights of Theatrical Performances as may be appropriated for the Benefit of the Society established for the Relief of Indigent Persons belonging to the Company of Comedians of the said Theatre, incorporated by Act of Parliament, or for any other charitable Purpose, in case such last-mentioned charitable Purpose shall have the Consent in Writing of Two of the Trustees for the Time being of the said New Renters); and which said several Nightly Rent Charges of One Shilling and Three-pence shall, from and after the passing of this Act, be the First Charge upon the said Theatre, or any other to be erected or occupied as aforesaid, (save and except as herein-after mentioned), and be charged upon and issuing out of the said Theatre, or any other to be erected or occupied as aforesaid; and the Patents, Licences, Scenery, Machinery, Wardrobe, Furniture, Fixtures, Private Boxes, Fruit Offices, and every Part of the said Theatre, and all other Property belonging to the said Company of Proprietors; and also the Music, and other Articles and Things which for the Time being shall be at, in, upon, or used in the said Theatre, or any other to be erected or occupied as aforesaid, belonging to the said Company of Proprietors (except such Private Boxes as have been or shall or may be leased or reserved or appropriated pursuant to or in virtue of the Powers contained in the said last-recited Act), and out of all and singular the clear Receipts and Profits to arise from and out of the same, or such other Theatre and Premises, and every Part thereof (except as aforesaid); and also subject to and next after Payment or Deduction of the Rents, Taxes, and Insurance, and Charges of necessary Repairs of the said Theatre and Premises, and also (in case the said Theatre should be unlet and under the immediate Management of the said Company of Proprietors) of the Salaries and

New Renters to be entitled, from the Season 1823-4, to a Nightly Rent Charge of One Shilling and Three-pence for each Night of Performance for Seventy-five Years and a Quarter, to be paid to their Trustees, with a Right of Distress, and charged upon the Theatre.

Wages of Performers, Servants, and Persons employed in and for the said Theatre, and all other incidental Expences necessary and to be required for carrying on the Business of the said Theatre whilst the same shall be so unlet; but nevertheless so that such incidental Expences do not exceed in any one Season of Theatrical Performances the Sum of Fourteen Thousand Pounds, save with the Consent in Writing of the Trustees of the said New Renters, or any Two of them; such several Nightly Rents or Sums to commence at the Opening of the Theatre for the Season One thousand eight hundred and twenty three-four, beginning in the Year One thousand eight hundred and twenty-three, and to be from thenceforth paid and payable for every Day or Night of Theatrical or other Performances as aforesaid, during the Continuance of the said Term of Seventy-five Years and a Quarter of another Year, and to be paid and payable in Manner aforesaid, upon the Day next following each and every Day or Night of such Theatrical or other Performances, (except in respect of the Performances on a *Saturday*, and then on the Day next but one), unto Sir *Thomas Turton* Baronet, and *James Peter Fallofield* Esquire, the present Trustees, or others the Trustees for the Time being, of the said New Renters, either at the said Theatre or any other which may be erected or occupied as aforesaid, or into such Banking House as the said Trustees for the Time being, or any Two of them, shall from Time to Time appoint, for the Benefit of the said New Renters, their respective Executors, Administrators, and Assigns; and in default of Payment to be recovered as next herein-after mentioned.

Empowering Trustees of Renters to recover the said Rent-charges.

II. And be it further enacted, That in case the said several Nightly Rents or Sums of One Shilling and Three-pence, or any of them, or any Part thereof, shall at any Time from and after the Commencement of Theatrical or other Performances for the Season One thousand eight hundred and twenty three-four, beginning in the Year One thousand eight hundred and twenty-three, be in Arrear and unpaid in Part or in the Whole for the Space of Three Calendar Months, then and in such Case it shall and may be lawful to and for the said Sir *Thomas Turton*, and *James Peter Fallofield* Esquire, or other the Trustees for the Time being, for the said New Renters or any Two of them, (but not the said New Renters), when and as often as the same shall so happen, (but subject and save as aforesaid), to enter upon the said Theatre and every Part thereof, and to distrain for the said Nightly Rents or such of them, or so much of them as shall be so in Arrear and unpaid; and to sell and dispose of the Distress and Distresses then and there taken, as Landlords may for Rent reserved on common Leases for Years.

Each New Renter, or his Nominee, to be annually named, to have a Right of Admission to the Theatre for the acting Season.

III. And be it enacted, That each of the said several New Renters, his or her Executors, Administrators, and Assigns, or his or her Nominee, or Person to be annually nominated in Writing by each and every of such New Renters, or by his or her Executors, Administrators, or Assigns, shall from Time to Time and at all Times during the said Term of Seventy-five Years and One Quarter of a Year, have and be entitled to the free Liberty and Privilege of Admission into the usual Audience Part of the said Theatre, or such other Theatre as aforesaid, before the Curtain, (except in such Private Boxes as aforesaid) on every Day and Night on which any Theatrical or other Performance shall be publicly exhibited,

between the Time at which the Doors of the said Theatre shall be opened for Admittance of the Public and the Termination of such Performance, in as full and effectual a Manner as the same hath been and is now enjoyed by the said New Renters and their Assigns: Provided nevertheless, that all and every Person and Persons using free Admissions into the said Theatre, in pursuance of this Act or of the said last in part recited Act, or of any Agreement or Grant heretofore made, given, or granted, shall be subject and liable to such Regulations and Conditions as the Sub-Committee of the said Company of Proprietors shall from Time to Time deem necessary or make, for the Government and Management of the said Theatre, and for the preventing of Frauds relative to Admissions thereto, so that such Regulations do not affect or abridge the Rights of the said New Renters and their Assigns as now used and enjoyed; and that all such Regulations shall be good and valid, any thing to the contrary thereof notwithstanding: Provided always, that no more than one Person, in respect of the Privileges of free Admission so as aforesaid secured or granted by the said last-recited Act or by this Act, shall, in Right of any Executorship, Administration, Alienation or otherwise, be entitled to exercise or enjoy during such acting Season, the said Liberties or Privileges of free Admission into the said Theatre.

Certificates to be granted to each New Renter, who shall be entitled to a Nightly Rent Charge, &c.

IV. And be it enacted, That from and after the passing of this Act, or so soon after as conveniently may be, Certificates under the Common Seal of the said Company of Proprietors, shall be given or issued to each of the said New Renters who shall be so entitled to such Admission as aforesaid, for enabling him or her to obtain or receive Payment of the said Nightly Rent or Sum respectively, of and from the Trustees for the Time being, when and as the same shall become payable as aforesaid, and to use and exercise such Privileges as aforesaid.

The old Rent Charges and Admissions to cease.

V. And whereas it was by the said last-recited Act further enacted, that from and after the Execution of the Deed or Deeds, Instrument or Instruments in Writing thereby directed to be executed for securing the Payment of the said Nightly Rent Charges of One Shilling and Three-pence, and Right of Admission, the several Rent Charges of Two Shillings and Sixpence for every Night of Performance at the said late Theatre, and Right of Admission granted in pursuance of a certain Indenture, bearing Date the Fourteenth Day of *June* One thousand seven hundred and ninety-three, should (so far as regards the Parties consenting to accept the said Compensation of One Shilling and Three-pence nightly, and Right of Admission) cease; and that the said new Theatre and the Property and Patents thereto belonging, should be for ever discharged therefrom and of and from all Arrears thereof; be it therefore enacted, That from and after the passing of this Act, the several Rent Charges of Two Shillings and Sixpence for every Night of Performance at the said late Theatre, and all Arrears thereof, and the Right of Admission respectively granted in pursuance of the said Indentures, bearing Date respectively the Thirteenth and Fourteenth Days of *June* One thousand seven hundred and ninety-three, shall cease; and also the Arrears of the said several Nightly Rents or Sums of One Shilling and Three-pence, now respectively due and owing, and which shall be and remain unpaid to the Close of the Season of Performances at the said Theatre in the Year One thousand eight hundred and twenty-three or any of them, or

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any Part or Parts thereof, shall not be paid or payable; and that the said Theatre and the Property and Patents thereto belonging, shall be for ever discharged therefrom respectively, notwithstanding any Deed or Deeds, Agreement or Agreements made and entered into by or with the former Proprietors of the late Theatre Royal *Drury-Lane*, or by or between the said Company of Proprietors, or the Committee of the said Company and the said New Renters or their Trustees; any thing in the said recited Acts or either of them contained to the contrary.

The Committee of the Company to execute good and effectual Bonds (in Discharge of the Money now due for Principal upon the former Bonds) payable with Interest at Five per Cent.

VI. And be it further enacted, That the Committee of the said Company of Proprietors, from and immediately after the passing of this Act, or so soon after as conveniently may be, shall and they are hereby authorized to make, execute, and deliver unto each of the several Bond-holders of the said Company of Proprietors, good and effectual Bonds under the Common Seal of the said Company of Proprietors, in Discharge or Satisfaction of the several Sums of Money, which on the Twenty-sixth Day of *June* One thousand eight hundred and nineteen, now last past were respectively due and owing for the Principal Money upon the Bonds they now hold, and that in the Condition of each of such Bonds to be so executed and delivered, the Principal Money and Interest to be thereby secured shall be made payable by equal yearly Instalments upon the Amount of the Debt so to be secured as aforesaid; and the Interest of which said Principal Money shall commence and be computed from the Opening of the Theatre for the Season of Theatrical Performances One thousand eight hundred and twenty-three-four, beginning in the Year One thousand eight hundred and twenty-three; and the Payment of the First Instalment of such Bonds shall respectively begin and be computed to commence and be payable from the End of the said Season of Theatrical Performances which will commence in the Year One thousand eight hundred and twenty-three; and that from and immediately after the said several Bonds shall be so executed and ready to be delivered to such Bond-holders respectively, of which Notice shall be given in the *London Gazette*, the several existing Bonds of the said Company of Proprietors, and all Remedies for obtaining or recovering Payment thereof respectively, shall be void; and all Sums of Money due thereon shall be deemed to be satisfied and discharged, and the same shall be delivered up to be cancelled; any thing contained in the said last-recited Act or in this Act, or any Law or Usage to the contrary notwithstanding.

The Money subscribed and paid to the Tradesmen, &c. to be repaid to the Subscribers in the first Place.

VII. And for the Purpose of repaying the several Persons the Sums of Money they have respectively subscribed, amounting to the said Sum of Twenty-six thousand seven hundred and eighty-five Pounds, for discharging the several Tradesmen and others, with Interest, at Five Pounds *per Centum per Annum*; be it enacted, That the Committee of the said Company of Proprietors shall and may, out of the First Monies which shall from Time to Time come to their Hands, and be received from and out of the Rents and Profits of the said Theatre, and of the Fruit Offices, and the surrounding Buildings in *Vinegar Yard*, belonging to the said Theatre, pay and satisfy unto such several Persons the several Sums of Money which they have respectively so subscribed as aforesaid, with Interest for the same as aforesaid, rateably and in Proportion to such Sums of Money so respectively subscribed, until the Whole, with Interest for the same as aforesaid, shall be

fully satisfied and discharged; any thing contained in the said recited Acts, or either of them, or in any Agreement to the contrary notwithstanding.

The Committee exonerated for having paid the Tradesmen, &c.

VIII. And be it further enacted, That the said Company of Proprietors, and the Committee and Committees of the said Company of Proprietors, and each and every Person and Persons who at any Time or Times heretofore have been named or been a Member or Members of or acted in or been Part of such Committee or Committees, or who now is or are, or shall, or may be named or acting in, or be Part of such Committee or Committees, and his and their respective Heirs, Executors, and Administrators, Lands, Tenements, Goods, Chattels, and Effects, shall at all Times be fully and absolutely exonerated, acquitted, released, and for ever discharged of, from, and against all and every Action and Actions, Suit and Suits, Bill, Process, Claim, and Demand whatsoever, which might or could have been, or can, shall, or may be sued, commenced, prosecuted, demanded, or recovered, against, or of or from the said Company of Proprietors, or such Committee or Committees, or any Member or Members of such Committee or Committees as aforesaid, for or by reason or means of such Committee or Committees, or any Member or Members thereof as aforesaid, having appropriated, paid, or applied, or who shall at any Time or Times hereafter appropriate, pay, or apply the Rents, Receipts, Profits, or other Monies of the said Theatre, or the Premises thereto belonging, or any Part or Parts thereof, for or towards or in Payment or Satisfaction or in Discharge of the Debt or Debts, Sum or Sums of Money due to the Tradesmen, New Renters, and Bond-holders of the said Theatre, or others, as herein-before mentioned, notwithstanding any Deed, Article, Agreement, Bond, or Instrument, Deeds, Articles, Agreements, Bonds, or Instruments, or any thing therein contained, or in the said Two recited Acts or either of them to the contrary.

Altering Times of Meeting for electing Committees and Auditor, and producing Accounts.

IX. And be it further enacted, That so much of the said recited Acts or either of them, which directs that the Committee and Sub-Committee shall be elected Three Months after the Close of each Theatrical Season, and that the Election of Auditor, and the Production of the Annual Accounts shall take place on the First *Wednesday* in the Month of *May* in every Year, shall be and are hereby repealed, and that in stead thereof, a General Assembly shall be held within One Month next after the Close of each Theatrical Season, at which Assembly the Elections of the General Committee, the Sub-Committee, and the Auditor shall respectively take place, in the Manner directed by the said recited Acts; and the Election of the Sub-Committee by the General Committee shall be submitted to the General Assembly for their Confirmation, when the Annual Accounts shall be audited and laid before such General Assembly.

Not to affect the Duke of Bedford's Interest.

X. Provided always, and be it further enacted, That nothing in this Act contained shall alter, prejudice, lessen, or defeat the Estate, Right, Title, or Interest of the Most Noble *John* Duke of *Bedford*, as Landlord of the said Theatre, and of the Houses and Ground therewith let, or as Proprietor of the Box in the said Theatre known by the Name of the Duke of *Bedford's* Box.

Public Act.

XI. And be it further enacted, That this Act shall be deemed and taken to be a Public Act; and shall be judicially taken Notice of as such, by all Judges, Justices, and others, without being specially pleaded.

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