ANNO SEPTIMO

GULIELMI IV. REGIS.

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Cap. xxx.

An Act for establishing a Company for the Purpose of laying out and maintaining an ornamental Park within the Townships of *Rusholme, Chorlton-upon-Medlock,* and *Moss-side* in the County of *Lancaster.*

[5th *May* 1837.]

WHEREAS the Population and Trade of the Town of *Manchester* in the County Palatine of *Lancaster*, and of the several Townships near or adjoining thereto, has been increasing for many Years past, and still continues to increase, and in consequence thereof it has been found necessary and expedient to convert many of the Dwelling Houses in the said Town into Warehouses and Offices for the Purposes of such Trade; and by reason of such Conversion, and of the Increase of the Population of the said Town of *Manchester* and the said several adjoining Townships as aforesaid, great Difficulty has been experienced and still continues to be experienced by the Inhabitants of the said Town of *Manchester* and of the said several Townships in finding Houses suitable for Dwellings within a convenient Distance of the Town: And whereas the Erection of a Number of Dwelling Houses of respectable Appearance and Condition, with Gardens and Pleasure Grounds attached thereto, within a convenient Distance from *Manchester* aforesaid, with proper Rules and Regulations for the due Government and Management thereof, and for the Protection of the

the same against Damage and Nuisances, would greatly tend to the Accommodation, Benefit, and Advantage of the Inhabitants of the said Town and of the said adjoining Townships, and other Persons engaged in or connected with the different Branches of Trade carried on in the said Town or in the Vicinity thereof: And whereas the Erection of the said Dwelling Houses on Land to be laid out and planted as an ornamental Park would tend greatly to the Accommodation, Health, and Comfort of the Occupiers of the said Houses and of the Public generally, and to the Benefit and Improvement of the said Town of *Manchester* and its Vicinity: And whereas the several Persons herein-after named are willing and desirous of carrying such beneficial Purposes into execution; and in order to enable them so to do, they the said several Persons, or some or one of them, have agreed with the several Owners for the Purchase of a large Tract of Land most suitable and advantageously situate for building upon, and for other the Purposes aforesaid, within the Townships of *Rusholme*, *Moss-side*, and *Chorlton-cum-Medlock* in the said County of *Lancaster*, about Two Miles distant from the said Town of *Manchester*, and lying between the main Roads leading from *Manchester* aforesaid to *London* and *Birmingham* respectively, and which Tract of Land is particularly specified in the Schedule to this Act annexed: And whereas the Completion of the several Purchases of the said Tract of Land, and of any other Plots of Land necessary for the Purposes aforesaid, and the Erection of the said Houses, and the planting and laying out of the said Land as a Park as aforesaid, would be attended with very considerable Expence: And whereas the several Persons herein-before alluded to and herein-after named are desirous of being united into a Company on the Principles of Tontine for the Purpose of better enabling them to carry into effect the Purposes aforesaid; but the beneficial Purposes aforesaid cannot be fully and properly effected and 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 *Thomas Harbottle*, *Joseph Adshead*, *Henry Byrom*, *John Westhead*, *Richard Bealey*, *Joseph Denison*, *Joseph Ablett*, *Jesse John Dickenson*, *Frederick William Cobden*, *Richard Crook*, and all and every such other Persons or Person, Bodies or Body Politic, Corporate, or Collegiate, as have already subscribed or shall hereafter from Time to Time become Subscribers or a Subscriber to the said Undertaking, and be duly admitted Proprietors or a Proprietor as herein-after mentioned, and their respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for the Purposes of this Act, and shall be and they are hereby declared to be One Body Politic and Corporate by the Name of "The *Victoria Park* Company," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, plead or be impleaded, at Law or in Equity, and shall and may prefer and prosecute any Bill or Bills of Indictment or Information against any Person or Persons who shall commit any Felony, Misdemeanor, or other Offence indictable or punishable by the Laws of this Realm, and shall also have full

Company incorporated.

Power

Power and Authority to purchase and hold Lands, Tenements, and Hereditaments to them and their Successors and Assigns for the Use of the said Undertaking in manner by this Act directed, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and in like Manner to demise, sell, and dispose of, mortgage and convey, any of the Lands, Tenements, and Hereditaments so purchased, and the Houses and Buildings to be erected thereon, in manner herein-after provided.

Rules for the Interpretation of certain Words in this Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, the same shall be understood to include several Matters as well as one Matter, several Persons as well as one Person, and Females as well as Males; and where any Word shall be used importing the Plural Number or the Feminine Gender, the same shall be understood to include one Matter as well as several Matters, one Person as well as several Persons, and Males as well as Females; and where the Word "Lands" shall be used, the same shall be understood to include Tenements and Hereditaments; and where the Word "Corporation" shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word "Company" is used, the same shall be understood to mean the said *Victoria Park* Company; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Company may purchase Lands, Houses, &c.

III. And be it further enacted, That it shall be lawful for the said Company or the Directors thereof for the Time being appointed or to be appointed by or by virtue of this Act, and they are hereby authorized and empowered, to treat for, purchase, and take the several Plots, Pieces, or Parcels of Land, with the Messuages, Dwelling Houses, and other Buildings now standing and being thereon, and all other the Hereditaments, respectively mentioned and specified in the Schedule to this Act annexed, or so many or such Part or Parts thereof as the said Company or their Directors for the Time being shall think necessary and proper to be taken and used for all or any of the Purposes aforesaid.

Form of Conveyance to Company.

IV. And be it further enacted, That all Conveyances or Assignments and Assurances of any Lands, Tenements, or Hereditaments to be made to the said Company may, so far as the Case will admit, be made in the Form or to the Effect following; (that is to say,)

'I [*or* We, *as the Case may be*,] of in consideration of
'the Sum of paid to me [*or* us, *or* into the
'Bank of *England, as the Case may be*,] by the *Victoria Park* Com-
'pany established under or by virtue of an Act passed in the
'Year of the Reign of King *William* the Fourth, intituled [*here*
'*insert the Title of this Act*], do hereby grant and convey [*or* assign,
'*as the Case may be*,] to the said Company and their Successors
'[*here describe the Property to be conveyed*], together with all
'Ways, Rights, Members, and Appurtenances thereunto belonging,
'and

'and all my [*or*] our Estate, Right, Title, and Interest to and in 'the same and every Part thereof, to hold unto and to the Use of 'the said Company and their Successors for ever [*or, as the Case 'may be* during all the Residue of my [*or* our] Term, Estate, and 'Interest]. In witness whereof I [*or* we] have hereunto set my 'Hand and Seal [*or* our Hands and Seals] this Day of 'in the Year of our Lord .'

And every such Conveyance, Assignment, and Assurance as aforesaid shall be good, valid, and effectual in the Law to all Intents and Purposes whatsoever, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company, and to attend the Reversion and Inheritance: Provided nevertheless, that it shall and may be lawful to and for the said Company and they are hereby authorized to take any Conveyance, Assignment, or other Assurance to them and their Successors in any other Manner and Form that they shall or may deem necessary or more effectual or otherwise preferable.

Power to purchase additional Premises.

V. And be it further enacted, That it shall be lawful for the said Company or the Directors thereof for the Time being at any Time or Times hereafter to purchase, by Agreement with the Owners for the Time being who shall be willing to sell the same, any Messuages, Lands, Tenements, or Hereditaments not comprised in the said Schedule to this Act, provided the Whole or the principal Part of every such last-mentioned Messuage, Land, Tenement, or Hereditament be within One Mile from the Boundary Line of the Lands, Tenements, and Hereditaments comprised in the Schedule to this Act, either on the North, East, South, or West Sides thereof.

Bodies Politic, &c. empowered to convey.

VI. And be it further enacted, That it shall be lawful for all Corporations, and all Tenants for Life or in Fee Tail, General or Special, and all Tenants in Fee or for any less Estate, absolute, qualified, or conditional, and all Tenants for any Term of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, and other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their respective Cestuique Trusts, whether Infants or Issue unborn, Wards, Lunatics, Idiots, Femes Covert, or other Persons under any Disability of acting for themselves, and for and on behalf of any Persons entitled in Remainder, Reversion, or Expectancy, and also to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and for all Persons whomsoever who are or shall be seised, possessed of, or interested in the said Plots, Pieces, or Parcels of Land, Messuages, Buildings, and Hereditaments, or any Part or Parts thereof, or of or in any other Messuages, Lands, Tenements, or Hereditaments, or any Part thereof, which the said Company are hereby enabled to purchase as aforesaid for the Use and Purposes of this Act, to treat, contract, and agree

with the said Company for the Sale thereof or of any Part thereof, or for Satisfaction of any Damage which may be done thereto, and to sell and convey all or any Part thereof, and all Estate, Right, Title, and Interest whatsoever of, in, and to the same, to the said Company for the Purposes of this Act; and all Contracts, Bargains, Sales, Assignments, and Conveyances which shall be so made by virtue of this Act shall, without any Acknowledgment or other Conveyances or Assurances in the Law whatsoever, and without Enrolment, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Persons and Corporations so respectively conveying, but also to convey all Right, Estate, Interest, Use, Property, Claim, and Demand whatsoever of their several and respective Cestuique Trusts, Wards, Lunatics, Idiots, Femes Covert, Infants, or Issue unborn, and all Persons whomsoever claiming or to claim by, from, under, or in Trust for them or any of them, and of all Persons entitled in Remainder or Reversion expectant on such particular Estate, and the same shall be deemed and considered to bar the Dowers of such Person, and all Estates Tail and other Estates in Possession, Reversion, Remainder, or Expectancy, and the Issue of such Persons claiming under them, as effectually as any other Conveyances or Assurances whatsoever would do if made and executed by the proper Parties in due Form of Law, any Law, Statute, or Usage, or any other Matter or Thing whatsoever, to the contrary thereof in anywise notwithstanding; and all Corporations Collegiate or Ecclesiastical, Corporations Aggregate or Sole, and all Tenants for Life or in Fee Tail, General or Special, and all Tenants subject to executory Limitations, Conditions, or shifting Uses, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees, and all other Persons, are and shall be hereby indemnified for what they shall do by virtue of and in pursuance of this Act.

Lands purchased from any Corporation or Persons under Disability to be valued by Two Surveyors or their Umpire.

VII. Provided always, and be it further enacted, That the Consideration Money to be paid for any Lands or Hereditaments to be purchased from or conveyed by any Corporation, or any Person under any Disability or Incapacity as aforesaid, or not having Power to sell except under the Provision herein-before contained, shall in no Case be less than such Sum as the same shall be valued at by Two able practical Surveyors, one of whom shall be nominated by the said Company, and the other by the Person or Corporation contracting or agreeing to sell the same; and if such Two Surveyors shall not agree in the Valuation thereof, then by such Third Surveyor as any Two Justices acting for the said County Palatine of *Lancaster* shall for that Purpose nominate; and each of the said Two Surveyors, if they shall agree in and make their Valuation, or if not, then the Surveyor so to be nominated by the Justices as aforesaid, shall annex to his Survey, Estimate, or Valuation when completed a Declaration of the Correctness thereof, such Declaration to be made according to an Act passed in the Sixth Year of the Reign of His present Majesty, 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*

5 & 6 W. 4. c. 62.

'substitute Declarations in lieu thereof, and for the more entire Sup-'pression of voluntary and extra-judicial Oaths and Affidavits,' and to make other Provisions for the Abolition of unnecessary Oaths.

On Payment of Purchase Money the Lands to vest in Company.

VIII. And be it further enacted, That upon Payment or legal Tender of such Sum of Money as shall have been contracted or agreed for, for the Purchase of any such Messuages, Lands, and Hereditaments, or as a Compensation for Damages, as herein mentioned, to the Proprietor of such Messuages, Lands, and Hereditaments, or to such other Person as shall be interested therein or entitled to receive such Money or Compensation respectively, within One Calendar Month next after the same shall be so agreed for, or upon Payment of the said Sum of Money within the said One Calendar Month into the Bank of *England*, in the Event and Manner herein-after directed and required, for the Use of the Person entitled thereto, it shall and may be lawful to and for the said Company or the Directors thereof for the Time being, and their Agents, Workmen, and Servants, immediately to enter into such Messuages, Lands, and Hereditaments respectively, and then and thereupon such Messuages, Lands, and Hereditaments, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person therein, shall thenceforth be vested in and become the sole Property of the said Company and their Successors to and for the Purposes of this Act for ever; and such Payment, Tender, or Investment shall not only bar all Right, Title, Claim, Interest, and Demand of the Person to whom the same shall or ought to have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder of his Issue, and of every other Person whomsoever, and also all future or shifting Uses, or executory Devises or Limitations therein: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid shall have been made it shall not be lawful for the said Company or their Directors, or any Person acting under their Authority, to enter in or upon any Messuages, Lands, or Hereditaments hereby authorized to be purchased for the Purposes of this Act, without the Consent of the Owners or Occupiers thereof in Writing under their respective Hands: Provided always, that the Receipt for or any Writing acknowledging or proving the Payment of the said Purchase Money shall be deemed a Conveyance or Assignment of the Messuages, Lands, or Hereditaments which shall have been so purchased within the Meaning and for the Purposes of this Act, and shall bear the Purchase *ad valorem* Stamp accordingly.

Application of Compensation Money if amounting to 200*l.*

IX. And be it further enacted, That if any Money shall be agreed to be paid for any Messuages, Lands, and Hereditaments purchased or used by virtue of the Powers of this Act for the Purposes thereof, which shall belong to or shall be sold by any Corporation or Person who shall not have Power to give a valid Receipt for the same, or to sell or convey the same Premises otherwise than by virtue of this Act, such Money shall, in case the same shall amount to the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the

the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account "*ex parte* the *Victoria Park* Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes,* and the General Orders of the said Court, without Fee or Reward, to the Intent that such Money shall be applied, under the Direction and with the Approbation of the said Court, (to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person who would have been entitled to the Rents and Profits of the said Messuages, Lands, or Hereditaments,) in the Purchase or Redemption of the Land Tax, or towards the discharging of any Debt or Debts, or such other Incumbrances or Part thereof as the said Court shall authorize to be paid affecting the same Messuages, Lands, or Hereditaments, or affecting any other Messuages, Lands, and Hereditaments standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested, under the like Direction and Approbation of the said Court, in the Purchase of any other Messuages, Lands, and Hereditaments, which shall be conveyed and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Messuages, Lands, and Hereditaments which shall be so purchased or used as aforesaid stood settled or limited, or such of the same Uses, Trusts, Intents, and Purposes as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Order shall be made the said Money, by Order of the said Court of Exchequer upon Application thereto in manner aforesaid, shall be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, and until the said Consolidated or Reduced Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce thereof shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Messuages, Lands, and Hereditaments so hereby directed to be purchased in case such Purchase or Settlement were actually made. 1 G. 4. c. 35.

Application if under 200*l.* and exceeding 20*l.*

X. Provided always, and be it further enacted, That if the Money so agreed to be paid for any Messuages, Lands, or Hereditaments purchased or used for the Purposes aforesaid, and belonging to any Corporation or to any Person under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person for the Time being entitled to the Rents and Profits of the Messuages, Lands, or Hereditaments so purchased, taken, or used, or of his Guardian or Guardians, Committee or Committees, in case of Infancy,

Infancy, Idiotcy, or Lunacy, to be signified in Writing under his or their respective Hands, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same shall be paid, at the like Option, to Two Persons to be nominated as Trustees by the Person or Persons making such Option, and approved of by the said Company or their Directors, such Nomination and Approbation to be signified in Writing under the Hands or Common Seal of the nominating and approving Parties, in order that such Principal Money and the Dividends arising therefrom may be applied in manner herein-before directed, so far as the Case may be applicable, without obtaining or being required to obtain the Direction or Approbation of the Court of Exchequer.

If under 20*l.*

XI. Provided also, and be it further enacted, That when such Money so agreed to be paid as herein-before mentioned shall not amount to or exceed the Sum of Twenty Pounds, then and in such Case the same shall be applied to the Use of the Person who would for the Time being have been entitled to the Rents and Profits of the Messuages, Lands, or Hereditaments so purchased, taken, or used for the Purposes of this Act, in such Manner as the said Company or the Directors thereof shall think fit, or in case of Infancy, Idiotcy, or Lunacy, then to his Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person so entitled respectively.

In case of Refusal to accept, &c., or in case Titles are not made out or Parties cannot be found, &c.

XII. And be it further enacted, That in case the Person to whom any Sum of Money shall be agreed to be paid for the Purchase of any Messuages, Lands, or Hereditaments to be purchased or used as aforesaid shall, for the Space of Fourteen Days after Notice thereof, refuse or neglect to accept the same, or shall not be able to make good a Title to the Premises to the Satisfaction of the said Company, then and in every such Case it shall be lawful for the said Company or their Directors to order such Money so agreed to be paid as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Messuages, Lands, or Hereditaments (describing them), subject to the Order, Control, and Disposition of the Court of Exchequer; which said Court, on the Application of any Person making claim to such Sum of Money or any Part thereof by Motion or Petition, is hereby empowered, in a summary Way of proceeding or otherwise, as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estate or Estates, Title, or Interest of the Corporation or Person making claim thereunto, and to make such other Order in the Premises as to the same Court shall seem just and reasonable; and the Cashier of the Bank of *England* who shall receive such Sum of Money is hereby required to give a Receipt for such Sum of Money (mentioning and specifying therein for what and for whose Use the same is or are received) to such Person

Person as shall pay any such Sum of Money into the Bank of *England* as aforesaid.

In case of disputed Title.

XIII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, in pursuance of this Act, for the Purchase of any Messuages, Lands, Tenements, and Hereditaments to be purchased in pursuance of this Act for the Purposes thereof, or to any Bank Annuities to be purchased with any such Money, or the Dividends or Interest of any such Bank Annuities, the Corporation or Person who shall have been in Possession of such Messuages, Lands, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Corporation or Person, or under the Possession of such Corporation or Person, shall be deemed and taken to have been lawfully entitled to such Messuages, Lands, or Hereditaments, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court of Exchequer, and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, until it shall be made to appear to the said Court that such Possession was a wrongful Possession, and that some other Corporation or Person was lawfully entitled to such Messuages, Lands, or Hereditaments, or to some Estate or Interest therein, when the said Court shall make such Order as to the Distribution of the said Bank Annuities, and the Dividends and Interest thereof, as to the said Court shall seem proper.

Court of Exchequer may order reasonable Expences of Purchases and Costs to be paid by the Company.

XIV. And be it further enacted, That where, by reason of any Disability or Incapacity of any Person or Corporation entitled to any Messuages, Lands, or Hereditaments to be purchased, taken, or used under the Authority of this Act, or from any other Cause, the Purchase Money for any Messuages, Lands, or Hereditaments, or any Money to be paid by way of Recompence or Compensation for any Damage or Injury done to the same, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court of Exchequer to order the reasonable Costs, Charges, and Expences attending any such Purchase, taking, or using of Land, or which may be incurred in consequence thereof, and also all the Costs, Charges, and Expences of the Investment of such Purchase or Compensation Money in Government or Real Securities, and of the Re-investment of the same, or the Government or Real Securities purchased therewith, in the Purchase of other Messuages, Lands, and Hereditaments, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders and of all other Proceedings for such Purposes, and for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Purchase or Compensation Money may be invested, and for the Payment out of Court of the Principal of such Purchase or Compensation Money, or of the Government or Real Securities aforesaid, to be paid by the said Company, and the said Company shall from

Time to Time pay such Sums of Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

Company may purchase Lands on Chief Rents.

XV. And be it further enacted, That if the said Company shall so desire, it shall be lawful for any Person who shall be seised in Fee as beneficial Owner of any Land or Hereditaments authorized to be purchased for the Purposes of this Act, and who shall be willing to demise or absolutely dispose of the same Lands or any Part thereof for an annual Rent-service or for a perpetual annual Rent-charge, as the Case may be, in lieu of a Sum in gross, or partly for an annual Rent-service or perpetual Rent-charge, as the Case may be, and partly for a Sum in gross, to demise, dispose of, and convey respectively the same Lands and Hereditaments, or any Part thereof, for an annual Rent-service or perpetual annual Rent-charge, as the Case may be, in lieu of a Sum in gross, or partly for an annual Rent-service or perpetual annual Rent-charge, as the Case may be, and partly for a Sum in gross, notwithstanding the same Lands or Hereditaments may at the passing of this Act be subject to any Contract for Sale to the said Company of Proprietors or any of them, or any Person on their Behalf, remaining unperformed, and to bargain, sell, demise, and convey the same Lands and Hereditaments, and every or any Part thereof, unto the said Company, either absolutely or for any Term of Years absolute or determinable on any Life or Lives, or other limited or qualified Estate or Interest, in consideration of and subject to an annual Rent-service or an annual Rent-charge (as the Case may be) payable by the said Company, their Successors and Assigns, to the Person so selling, demising, or conveying, his Heirs and Assigns; and all such Sales, Demises, and Conveyances shall be made at the Expence of the said Company in manner herein-after mentioned, and may be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit:

Form of Conveyance on Chief Rent.

'I of in consideration of
'the Sum of to me paid by the Company of
'Proprietors of the *Victoria Park* Company, established and incorpo-
'rated by an Act passed in the Year of the Reign of King
'*William* the Fourth, intituled [*here set forth the Title of this Act*],
'do hereby grant and alien [*or, as the Case may be*, grant and
'demise] to the said Company of Proprietors all [*here describe the*
'*Property*], together with all Ways, Rights, and Appurtenances
'thereunto belonging, and all my Estate, Right, Title, and Interest
'in and to the same and every Part thereof, to hold the Premises
'to the said Company and their Successors and Assigns for ever,
'[*or* for a Term of Years, commencing from the Date
'of these Presents, *or otherwise, as the Case may be*,] according
'to the true Intent and Meaning of the said Act, and the Powers
'thereby given and created; they the said Company, their Successors
'and Assigns, yielding and paying unto me, my Heirs or Assigns,
'One clear yearly Rent of by equal [quarterly
'*or* half-yearly, *as may be agreed*] Portions henceforth on the
'[*stating*

‘ [*stating the Days*], clear of all Taxes and Deductions. In witness
‘ whereof I have hereunto set my Hand and Seal the
‘ Day of in the Year of our Lord .’

And all such Conveyances, Demises, and Assurances respectively as aforesaid shall be good, valid, and effectual to all Intents and Purposes; and when any such Conveyance or Assurance shall pass or to be intended to pass the whole Fee Simple and Inheritance of and in the Lands and Hereditaments therein comprised, then every such Conveyance or Assurance shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company, and to attend the Reversion and Inheritance; and that every such Rent-service and Rent-charge respectively to be reserved pursuant to this Clause shall be secured by a Power of Entry into and upon and of Perception of the Rents and Profits of the Hereditaments out of which the same is to be issuing, in case and when and so often as any such Rent-service and Rent-charge respectively, or any Part thereof, shall be in arrear or unpaid by the Space of Thirty Days, until the Rent-service or Rent-charge respectively so in arrear, and the Expences attending such Entry and Perception of the Rents and Profits, shall be fully paid and satisfied; and further, that every such Rent-service and Rent-charge respectively shall also be recoverable by the usual Powers of Distress, and by all other the like Means and Manner as Rent-service reserved in and by Indentures of Lease for Years of Lands, and also by all other Means by which Rents-service and Rent-charge are respectively recoverable, and also by Action of Debt in His Majesty's Court of Common Pleas at *Lancaster*, or in any other of His Majesty's Courts of Record, against the said Company, or other the Person for the Time being seised or possessed respectively of the Hereditaments whereout or wherefor such respective Rent-service or Rent-charge respectively reserved by virtue hereof shall be expressed to be reserved: Provided nevertheless, that it shall and may be lawful to and for the said Company and they are hereby authorized to take any Demise, Conveyance, Assignment, or other Assurance to them and their Successors in any other Manner and Form, or with such additional Covenants, Conditions, and Clauses, as they shall or may deem necessary or more effectual, or otherwise preferable or expedient.

Power for Directors to pull down Houses, and form the Park, Squares, &c.,

XVI. And be it further enacted, That the Directors for the Time being of the Company shall have full Power and Authority and they are hereby authorized to pull down any Messuages, Dwelling Houses, or other Buildings upon the Lands of the Company purchased or to be purchased by virtue of this Act, or to repair the same; and also to inclose, lay out, and embellish such Part of the Lands of the Company as the Directors for the Time being may think proper as an ornamental Park, with proper and sufficient Walls, Rails, Fences, Palisades, Gates, and Entrances, and to alter, extend, or curtail the same, and to divert or alter any public Carriage Road,

Road, Bridleway, or Footpath leading through or over any Part of the said Lands; and also to form and lay out such Streets, Squares, Crescents, Lanes, and Avenues in or upon the said Lands, and to inclose, lay out, plant, and ornament the Centres, Areas, Middle Spaces, and Frontages of the said Streets, Squares, Crescents, Lanes, and Avenues, as the said Directors for the Time being may think proper; and also to erect and build, or to permit to be erected and built, such Messuages or Dwelling Houses and other Buildings necessary or suitable for private Residences, or to be annexed thereto, and also One or more Building or Buildings to be appropriated for and devoted exclusively to Public Divine Worship, and also any proper and suitable Lodge or Lodges, Gate or Gates, and any other Building or Buildings, whether for public Purposes or otherwise, not being applicable to the Purposes of Trade, upon such Plans and Elevations respectively, and in such Form, Style, and Manner, and with such Gardens, Inclosures, and Conveniences, as the said Directors may think proper; and also from Time to Time to alter and improve the Centres, Areas, Middle Spaces, and Frontages of the said Streets, Squares, Crescents, Lanes, and Avenues respectively; and also to amend and repair the said Messuages or Dwelling Houses and other Buildings, and also the Walls, Gates, Railings, and Fencings of the said Park, Centres, Areas, Middle Spaces, and Frontages respectively, when and as the Directors for the Time being shall think proper and expedient; and also from Time to Time to make sale of, exchange, demise, let, or otherwise dispose of, mortgage, and convey all or any Part of the said Lands, and the Messuages, Erections, and Buildings thereon or on any Part thereof, for the Benefit of the Company, in manner herein-after provided; and also to purchase Bricks, Stone, Timber, Iron, and such other Materials of the like Nature as may from Time to Time be necessary for Buildings, Repairs, and Improvements on or to the Property of the Company; and also to make Bricks and other Materials, fell Timber, and get Stone for Sale or for the Purposes of the said Company; and likewise, if the Directors shall think proper, to insure all or any of the Buildings of the Company from Loss or Damage by Fire in such Sum or Sums and with such Offices or Companies as the Directors for the Time being shall think proper.

Company may contract for making the Park, &c.

XVII. And be it further enacted, That it shall and may be lawful to and for the said Company or their Directors to contract and agree with any Person for making and completing the said intended Park, Buildings, and other Works, and to contract with such Person for providing proper Materials for all or any of the Purposes aforesaid, or for doing any of the Works hereby authorized; and all Contracts and Agreements made or entered into by and between the said Company or their Directors and any other Person whomsoever, relating to any Act, Matter, or Thing to be done or performed in the Execution of any of the Powers of this Act, shall be reduced or put into Writing, and signed by the Parties thereto, and shall specify the Work to be done, the Prices to be paid, the Term within which the same shall be completed, the Quality of the Materials to be used, and the Penalties for Nonperformance thereof, and such other Things as the said Company or their Directors shall think proper; and the said Company

or their Directors may take such Security for the Performance of such Contracts as to them shall seem necessary.

Power to raise 500,000*l.*

XVIII. And be it further enacted, That it shall and may be lawful for the said Company to raise and contribute amongst themselves such Sums of Money as they shall think necessary for the making, carrying on, and completing the said Park, Buildings, Streets, Squares, Crescents, Lanes, Avenues, and other Works and Conveniences hereby authorized to be made, not exceeding in the whole the Sum of Five hundred thousand Pounds (except as herein-after is mentioned), and that the same shall be divided into such Number of Parts or Shares as herein-after directed, and shall be allotted or issued by the Directors for the Time being of the Company; and the Money so to be raised as aforesaid, or a sufficient Part thereof, shall be laid out and applied, in the first place, in Payment, Satisfaction, and Discharge of the Costs, Charges, and Expences attending the obtaining and passing of this Act, and for the making of the proper Surveys, Plans, and Estimates, and the doing and providing of all the Matters and Things preparatory and previous thereto; and all the Residue of such Money, or so much thereof as shall be necessary, shall be applied and disposed of for or towards the Payment of the Purchase Monies of the Lands and Hereditaments hereby authorized to be purchased by the Company, and the making, completing, and maintaining of the said Park, Buildings, and other Works respectively, and for other the Purposes of this Act.

Powers of this Act not to be exercised until 50,000*l.* is subscribed.

XIX. Provided always, and be it further enacted, That it shall not be lawful for the said Company to exercise all or any of the Powers conferred upon them by this Act until the Sum of Fifty thousand Pounds at the least shall have been subscribed for by some of the Proprietors of the said Company under a Contract binding themselves, their Heirs, Executors, and Administrators, for Payment of the Money by them respectively subscribed; and a Certificate under the Hand and Seal of any One Justice of the Peace for the County Palatine of *Lancaster* that the whole of the said Sum of Fifty thousand Pounds hath been subscribed for (and which Certificate such Justice is hereby empowered to grant on Application made to him by the said Company, and on Production of the Subscription Contract, and on due Proof of the Execution thereof,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Fifty thousand Pounds hath been subscribed.

Capital to be divided into Five thousand Shares of 100*l.* each.

XX. And be it further enacted, That the said Sum of Five hundred thousand Pounds shall be divided into Five thousand equal Shares of One hundred Pounds each, and such Shares shall be numbered in regular numerical Progression, and every Share shall for ever afterwards be distinguished by the Number to be appointed for the same; and the said Five thousand Shares shall be and they are hereby vested in the several Persons and Corporations subscribing for and undertaking to raise and contribute the same, and their respective Executors, Administrators, Successors, and Assigns, to and for their own respective Use and Benefit, according and proportionably to the Number of Shares which they shall respectively subscribe for and

undertake to raise and contribute; and all Persons and Corporations, and their respective Executors, Administrators, Successors, and Assigns, who shall for the Time being be Proprietors of any Shares in the said Undertaking pursuant to the Provisions of this Act, and shall pay such Sums of Money as shall be demanded on account thereof, not exceeding in the whole their proportionate Part of the said Sum of Five hundred thousand Pounds, towards the carrying on and completing the said Buildings, Park, and other Works hereby authorized to be made, shall be respectively entitled to and shall receive a due and just Proportion, according to their respective Number of Shares for the Time being, of the clear Profits and Advantages which shall or may arise or accrue by or from the Rents and other Monies to be raised, recovered, or received by virtue of this Act, according to the true Intent and Meaning thereof; and the said Proprietors for the Time being shall also respectively from Time to Time bear and pay a like due and just Proportion of the Money wanted for making and maintaining the said Buildings, Park, and other Works in the Manner herein-after directed.

No original Shares to be issued after Three Years.

XXI. Provided always, and be it further enacted, That after the Expiration of Three Years from the passing of this Act not any more original Shares of the Company shall be issued or disposed of by the Directors, unless with the Consent of Two Thirds in Value of the Proprietors for the Time being present at any General Meeting either in Person or by Proxy, and qualified to vote as herein-after mentioned; but (except with such Consent as aforesaid) the Number of Shares in the said Company shall be limited to those Shares which shall have been issued or disposed of by the Directors, according to the Provisions of this Act, up to and including the Day of the Expiration of the said Term of Three Years, to be computed as aforesaid: Provided always, that if the Tenure by way of Tontine by which the existing Shares of the Company may for the Time being be held under the Provisions of this Act shall at any Time be determined and put an end to, pursuant to the Provisions for that Purpose herein-after contained, then and in such Case and thenceforth the Provision lastly herein-before contained for limiting the Issue of Shares in the Company to the said Period of Three Years shall be utterly void.

Shares to be Personal Estate.

XXII. And be it further enacted, That all the Shares of the Company shall be and be deemed to be Personal Estate, and shall be transmissible accordingly.

A Life may be nominated for each Share.

XXIII. And be it further enacted, That every Proprietor shall or may nominate, in respect of each Share for which he shall have subscribed, One Person on whose Life such Proprietor shall elect to hold such Share, and the Person to be so nominated in respect of the Share or several Shares of such Proprietor may be either the Proprietor himself or any other Person, and may be either the same Person or a different Person for each Share, as such Proprietor may think proper: Provided that it shall not be lawful for any One Proprietor to nominate the same Person in respect of a greater Number of Shares of such Proprietor than Ten Shares.

XXIV. And

Proprietor and his Representatives to be entitled to the Share during the Life of his Nominee.

XXIV. And be it further enacted, That during the Life of every Person to be so nominated as aforesaid the Proprietor nominating him, and the Representative or Representatives of such Proprietor, shall be entitled to and interested in the Share in respect of which such Nomination shall have been made, and the Rights and Benefits of Survivorship and Increase incident to such Share respectively, pursuant to the Provisions of this Act.

On Decease of Nominee the Share to cease, and merge into the Capital of the Company.

XXV. And be it further enacted, That on the Decease of such Nominee, if at the Time of such Decease there shall be not less than Fifty of such Nominees then surviving, the Share in respect of which he shall have been nominated as aforesaid shall no longer belong to the Proprietor holding the same, but shall be extinguished, or shall merge into and form Part of the Capital and Joint Stock of the said Company for the Benefit of the Proprietors for the Time being whose Nominee shall be then surviving, in proportion to and subject and in like Manner as the then existing Shares of such Proprietors, and so on from Time to Time, as well as to accruing as to original Shares, during the Continuance of the said Company.

When Nominees are reduced to 50, the Proprietors to be absolutely entitled to the Shares.

XXVI. And be it further enacted, That when and so soon as the Number of such Nominees shall be reduced to Fifty, the Tenure of Tontine or Right of Survivorship hereby authorized and created shall absolutely cease and determine as to the then existing Proprietors; and the Proprietors who shall have selected such Fifty surviving Nominees, or the respective Representatives of such Proprietors, shall immediately thereupon become absolutely entitled to the whole Capital and Property of the said Company in proportion to the Shares in respect of which such Nominees respectively shall have been selected as aforesaid, independently of the Lives of such Nominees, and freed and discharged from all Right or Benefit of Survivorship, subject nevertheless to the Provisions of this Act, so far as the same may be applicable to the said Capital and Property on such Change of Tenure.

Period of Nomination of Lives.

XXVII. And be it further enacted, That every such Nomination as aforesaid shall be made by each Subscriber within Ten Days after he shall have been required so to do by Notice in Writing signed by Three of the Directors for the Time being of the Company, and the same Nomination shall be in Writing signed by the Subscriber making the same, and shall specify the Name, Age, and Place of Abode of the Nominee, and shall forthwith be delivered or left at the principal Office of the said Company in *Manchester*, by the respective Subscribers.

In default of Nomination, Shares to be forfeited.

XXVIII. And be it further enacted, That if any of the Subscribers shall refuse or neglect to make such Nomination as aforesaid for the Space of Fourteen Days after the same ought to have been made, pursuant to the Provisions herein contained, then and in every such Case the Share or Shares, Estate, and Interest of and in the said Company of the respective Subscribers, or their respective Heirs, Executors, and Administrators, so refusing or neglecting as aforesaid, and all Benefit and Advantage therefrom, shall, if the Board of Directors

Directors for the Time being shall so decide, but not otherwise, and so far as respects the Shares in respect of which such Default as aforesaid shall have been made, thenceforth become forfeited to the said Company, nevertheless without Prejudice to the Right of the Board of Directors to enforce the Liabilities of such respective Subscribers, or their respective Heirs, Executors, or Administrators, and subject nevertheless to the Provision herein-after contained for the Remission of such Forfeiture.

Names of Proprietors and their Nominees to be registered.

XXIX. And for the better securing to the several Proprietors for the Time being in the said Undertaking their respective Shares therein, be it further enacted, That the said Company or their Directors for the Time being shall, as soon as the same can or may be done, cause the Names and Additions of the several Persons who shall be entitled to any Shares in the said Undertaking, and also the Names and Ages and other Additions of the Nominees for whose Lives respectively the same Shares respectively shall be held, together with the Number of Shares to which such Persons shall for the Time being be respectively entitled, and also the proper Number by which every such Share shall be distinguished, to be fairly and distinctly entered in a regular Book, to be kept by the Clerk or Secretary to the said Company, and after such Entry to cause the Common Seal of the said Company to be affixed thereto; which said Book shall from Time to Time be altered and corrected, and new Books from Time to Time shall be sealed with the said Common Seal, as the Change of Proprietors or Nominees on the Transfer or Extinguishment of Shares shall render necessary or expedient; and the said Clerk or Secretary shall also cause as many Tickets or Certificates to be prepared as there shall be Shares in the said Company, bearing respectively the same Numbers as in the said Books, and the Common Seal of the said Company to be affixed to each of such Tickets or Certificates, and thereupon to cause to be delivered to each of the Proprietors for the Time being of the said Company, upon Demand, a Ticket or Tickets, Certificates, of the Shares held by him, specifying the Number of Shares and the Name and Residence of such Proprietor, and that he is the Proprietor thereof, and also the Name, Age, and Residence of the Nominee in respect to whom the said Shares shall or may be held.

New Certificates to be granted if old ones worn out or destroyed.

XXX. And be it further enacted, That if it shall happen that at any Time hereafter any Ticket or Certificate of the Share of any Proprietor shall be worn out or damaged or obliterated, or shall be lost or destroyed, it shall be lawful for the said Clerk or Secretary, with the Consent of the Directors for the Time being, upon the Application of the Person entitled to the same, to renew or replace such Ticket or Certificate; and every such Subscriber or Proprietor shall pay to the Clerk or Secretary of the said Company Two Shillings and Sixpence, and no more, for every such original or substituted Ticket or Certificate; and every such Ticket or Certificate shall be admitted as Evidence in all Courts whatsoever of the Title of such Subscriber or Proprietor, his Executors, Administrators, Successors, and Assigns, to the Share therein specified, but the Want of any such Ticket or Certificate shall not hinder or prevent the Owner of any Share from

selling or disposing thereof, or from receiving annually his Share of the Profits of the said Undertaking in respect thereof; and such Ticket or Certificate may be in the Words or to the Effect following; (that is to say,)

Form of Certificate.

' The *Victoria Park* Company.

' Number

' THESE are to certify, That of is a
' Proprietor of the Share Number of the *Victoria*
' *Park* Company, subject to the Rules, Orders, and Regulations of
' the said Company; and of
' who attained the Age of on the
' Day of is the Nominee on whose Life the said Share
' is held. Given under the Common Seal of the said Company
' the Day of in the Year of our Lord .'

Evidence of Nominees being alive to be furnished.

XXXI. And be it further enacted, That if the Board of Directors shall at any Time and from Time to Time require to have a Voucher or Evidence of any such Nominee as aforesaid being living, and for that Purpose shall give Notice in Writing to the Proprietor or respective Proprietors for the Time being of the Shares respectively in respect of which such Nominee shall have been selected as aforesaid, then and in every such Case the Proprietor to whom such Notice as aforesaid shall be given shall, within Three Weeks or such other further reasonable Time after such Notice as the Directors may think proper to appoint in Writing, deliver to the said Directors a Voucher or satisfactory Evidence of such Nominee being living; and if such Proprietor shall refuse or neglect so to do his Share or Shares in respect of which such Evidence as aforesaid shall be wanting shall be forfeited and extinguished, and applied in like Manner as if such Nominee were actually dead.

On Decease of Nominee during first Three Years, fresh Nominees may be substituted.

XXXII. And be it further enacted, That in case any of the said Nominees to be appointed as aforesaid, or any of the Nominees to be appointed as next herein-after mentioned, shall depart this Life during the first Three Years, to be computed from the passing of this Act, it shall be lawful for the Proprietor for the Time being of the Share in respect of which such Nominee shall have been selected within Four Weeks next after the Decease of such Nominee, or within such further Period as the Directors shall think proper and fix by Writing, to nominate one other Person in lieu of each Nominee who shall have so departed this Life, on Payment to the said Company of such a Fine as the Directors shall think proper and shall fix by Writing, and thereupon the Provisions of this Act shall be applicable to such new Nominee in like Manner in all respects as if he had been originally appointed a Nominee under and by virtue of this Act instead of the deceased Nominee.

During first Three Years fresh Nominees may be substituted.

XXXIII. And be it further enacted, That if at any Time and from Time to Time during the said first Three Years, to be computed as aforesaid, any of the Proprietors shall be desirous of substituting, as to any Share belonging to him, a new Nominee in the Place of the Nominee who shall have been previously selected as aforesaid, or by virtue of this present Provision, then and in every such

such Case it shall be lawful for such Proprietor so to do on his paying to the said Company such a Fine as the said Directors shall think proper and shall fix by Writing, and thereupon all Interest in the Life of the Nominee in place of whom such new Nominee shall have been substituted as aforesaid shall cease so far as relates to the Share in respect of which such new Nominee shall have been substituted, and the Provisions of this Act shall thenceforth be applicable to such last-mentioned new Nominee in like Manner as if he had been originally appointed a Nominee under or by virtue of this Act, as to the said Share, instead of his Predecessor.

Directors may make Calls.

XXXIV. And be it further enacted, That the Directors for the Time being shall also have full Power and Authority from Time to Time, at any Meeting of the said Directors to be held in pursuance of the Powers and Provisions of this Act, to make such Calls for Money from the several Proprietors of the said Undertaking, in order to defray the Expences of carrying on the same, as they shall from Time to Time find wanting and necessary for those Purposes, so that no such Call shall at any one Time exceed the Sum of Ten Pounds *per Centum* for or in respect of any one Share in the said Undertaking, and so that no Call shall be made except at a Distance of Two Calendar Months at least from each other, and so that Fourteen Days Notice at least shall be given of every such Call in some Newspaper published or usually circulated in *Manchester*, or in such other Manner as is herein-after provided for giving Notices; all which Money so to be called for as aforesaid shall be paid into the Hand of the Treasurer of the Company, to be issued, paid, and applied for carrying on the said Undertaking as directed by this Act, and the Sum of Money so to be called for shall be paid at such Time and Place as the Directors shall from Time to Time order and direct; and if any Person shall refuse or neglect to pay his Proportion of the Money so to be called for as aforesaid at the Time and Place and in manner so required for that Purpose, the said Company are hereby empowered to sue for and recover the same, with Interest after the Rate of Five Pounds *per Centum per Annum* from the Time appointed for Payment thereof, in any Court of Law or Equity, or to set off the same or any Part thereof against any Claim or Demand whatsoever, or a proportionate Part thereof, which any Person or Persons so refusing or neglecting as aforesaid shall for the Time being have or hold against the Company; and all and every Sums and Sum of Money which for the Time being shall or may be due or owing to the Company by any Proprietor or Proprietors in respect of any such Call or Calls as aforesaid are and is hereby made a Lien and Charge upon all and every the Rents and Rent and other Estate and Interest which such Proprietor or Proprietors, or any Person or Persons claiming or to claim under him, her, or them, now or at any Time hereafter shall have or be entitled to have or claim against the Company from or out of or in respect of any of the Lands purchased or held by the Company under the Provisions of this Act; and every such Lien and Charge shall accordingly bind such Proprietor or Proprietors, and all and every Persons and Person claiming or to claim under him, her, or them.

XXXV. And

Proceedings in Actions for Calls.

XXXV. And be it further enacted, That in any Action brought by the said Company against any Person who hath subscribed or who shall hereafter subscribe or advance any Money for and towards the said Undertaking, or against any Owner or Proprietor of any Share in the said Undertaking, to recover any Sum of Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being an Owner or Proprietor of such and so many Shares in the said Undertaking, is indebted to the said Company or to the Directors thereof in such Sum of Money as the Calls in arrear shall amount to for such and so many Calls of such and so many Sums of Money upon such or so many Shares belonging to the Defendant (as the Case may happen to be), whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall be only necessary to prove that the Defendant at the Time of making such Calls was an Owner or Proprietor of some Share or Shares in the said Undertaking, and that such Calls were in fact made, and that such Notice was given thereof as is directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter or Thing whatsoever; and the said Company or the said Directors, Plaintiffs therein, shall thereupon be entitled to recover what shall appear due, and no Wager of Law shall be allowed in any such Action.

Calls to be payable notwithstanding Death of Nominee.

XXXVI. And be it further enacted, That notwithstanding any Nominee in respect of whom any Share may be held as aforesaid may have departed this Life before any Call made or to be made on account of such Share shall have been paid or become payable, the Right of the Board of Directors to enforce the Payment of such Call shall not in any Manner be prejudiced or affected.

On default in payment of Calls, Shares to be forfeited.

XXXVII. And be it further enacted, That in case any of the Proprietors for the Time being of the Company, or their respective Heirs, Executors, or Administrators, shall refuse or neglect to pay any of the Calls or Instalments herein-before authorized to be made by the Board of Directors for the Time being for the Space of One Calendar Month after the respective Days to be appointed for Payment thereof, then and in every such Case the Share, Estate, and Interest of and in the said Company of the respective Proprietors, or their respective Heirs, Executors, or Administrators, so refusing or neglecting as aforesaid, and all Benefit and Advantage therefrom, shall, if the Board of Directors for the Time being shall so decide, but not otherwise, and so far as respects the Share in respect of which such Default as aforesaid shall have been made, thenceforth become forfeited to the said Company, nevertheless without Prejudice to the Right of the Board of Directors to enforce Payment of such Calls, and the Performance of all other Liabilities of such respective Proprietors, or their respective Heirs, Executors, or Administrators, and to recover Damages for the Nonpayment and Nonperformance thereof respectively, and subject to the Provisions herein-after contained for the Remission of such Forfeiture.

XXXVIII. And

Affairs of the Company to be managed by Five Directors.

XXXVIII. And be it further enacted, That the Business, Affairs, and Concerns of the Company shall from Time to Time and at all Times hereafter be under the Control of Five Shareholders (to be appointed Directors), who shall have the entire ordering, managing, and conducting of the Company, and of the Capital, Estates, Revenue, Effects, and Affairs, and other the Concerns thereof, and who shall also regulate and determine the Mode and Terms of carrying on and conducting the Business and Affairs of the Company conformably to the Provisions contained in this Act; and no Proprietor not being a Director shall on any Account or Pretence whatsoever in any way meddle or interfere in the managing, ordering, or conducting the Company, or the Capital, Estates, Revenue, Effects, or other the Business, Affairs, or Concerns thereof, but shall fully and entirely commit, entrust, and leave the same to be wholly ordered, managed, and conducted by the Directors for the Time being, and the Persons whom they shall appoint, save as herein-after mentioned.

Present Directors.

XXXIX. And be it further enacted, That the said *Thomas Harbottle*, *Joseph Adshead*, *Henry Byrom*, *John Westhead*, and *Richard Bealey* shall be the present and first Directors of the Company.

Meetings of Directors;

XL. And be it further enacted, That the Directors for the Time being of the Company shall have Power and Authority to meet at the Company's Office in *Manchester* weekly on *Tuesday* in each Week at Four o'Clock in the Afternoon, or as soon after as may be, which shall be the ordinary Board Days, and to adjourn such Meeting, and to meet on such other Days, and at such shorter Intervals, and at such other Places and Hours in the Day, as they may think necessary; and the Clerk or Secretary of the Company shall have Power to call an Extraordinary Board of Directors by sending or addressing to each of the Directors a Letter by Post, or otherwise, at least One clear Day previously, specifying the Place, Day, and Hour fixed for the Meeting, and the especial Purpose thereof; and Three of the Directors at least must be present to constitute a Board for transacting Business; and all Orders, Acts, Deeds, Matters, and Things made, done, executed, or ordered by or at any such Meeting of Three or more Directors shall be equally binding, valid, and effectual as if all the Five Directors had been present, and assented thereto or joined therein.

Three to constitute a Board.

Chairman of Directors.

XLI. And be it further enacted, That the present Board of Directors shall forthwith, and every future Board of Directors shall on their First Meeting which shall be holden in each Year after the Annual General Meeting of the Proprietors of the Company, and before any Business is commenced, choose one of the Directors for the Time being to be their Chairman for the ensuing Year; and at every Board all Questions which shall be then discussed shall be decided by a Majority of the Votes of the Directors then present and not declining to vote; and each Director shall have but One Vote, but the Chairman, in addition to his Privilege of voting as any other Director, shall have a casting Vote where upon any Question the Votes (including his single Vote as such Director) shall be equal; and in case of his Death or Absence, or coming within any of the Dis-

qualifications

qualifications mentioned in this Act, another Director shall in like Manner be appointed Chairman, who shall have the same Privilege of giving a casting Vote as such deceased or absent or disqualified Chairman would have had.

Minutes of Proceedings of Directors to be kept.

XLII. And be it further enacted, That Minutes of all the Proceedings of each Board of Directors, and of the Names of every Director present, shall be made and entered in a Book, and signed at the End of the Business of the Board by the Chairman; and every such Book shall be kept by the Clerk or Secretary for the Time being at the Office of the Company.

Appointment of Officers.

XLIII. And be it further enacted, That the Board of Directors for the Time being shall have full Power and Authority to nominate and appoint the Banker, Broker, Architect, Surveyor, Solicitor, Builder, Treasurer, and Clerk, and also a Secretary, and all such other Agents, Officers, Clerks, Park-keepers, Gardeners, and other Servants, as the said Board may consider necessary for carrying on and managing the Business, Affairs, and Concerns of the Company, and in like Manner from Time to Time to remove and displace the said Banker, Broker, Architect, Surveyor, Solicitor, Builder, Treasurer, Clerk or Secretary, Agents, Officers, Clerks, Park-keepers, Gardeners, and other Servants, or any of them, and at any Time to reinstate them or any of them, or to nominate other Persons to the same Offices and Stations respectively, as Occasion shall require; and shall also, on behalf and out of the Funds of the Company, allow and pay to every such Person such reasonable Salaries, Charges, Fees, Commissions, or Remunerations as the Board shall from Time to Time deem proper and necessary; and the said Board shall take such Amount and Species of Security for the due Performance of the Offices and Trusts to be from Time to Time reposed in the Treasurer and Clerk or Secretary, and other Officers, Clerks, and Servants, as such Board may deem proper.

Clerk and Treasurer not to be the same Person.

XLIV. Provided always, and be it further enacted, That it shall not be lawful for the said Company or their Directors to appoint the Person who may be appointed their Clerk or Secretary in the Execution of this Act, or the Partner of any such Clerk or Secretary, or the Clerk or other Person in the Service or Employ of any such Clerk or Secretary or of his Partner, to be the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer or of his Partner, to be the Clerk or Secretary of the said Company; and if any Person shall accept both the Offices of Clerk or Secretary and Treasurer for the Purposes of this Act, or if any Person (being the Partner of any such Clerk or Secretary, or the Clerk or other Person in the Service or Employ of any such Clerk or Secretary or of his Partner,) shall accept the Office of Treasurer, or shall act as Deputy to the Treasurer, or in any Manner officiate for the Treasurer, or being the Clerk or Partner or other Person in the Service or Employ of any such Treasurer or of his Partner, shall accept the Office of Clerk or Secretary in the Execution of this Act, or shall act as Deputy of such Clerk or Secretary, or in any Manner officiate

as such Clerk or Secretary, or if any such Treasurer shall hold or accept any Place or Office of Profit or Trust under this Act other than that of Treasurer, every such Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or upon the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Books of Account to be kept, and half-yearly Balances and Reports to be audited.

XLV. And be it further enacted, That the Directors for the Time being shall cause to be provided and kept at the Office of the Company all necessary and proper Books of Account, wherein shall be entered, in a fair, regular, and plain Method, an Account of all Receipts, Payments, Transactions, and Dealings that shall from Time to Time be made by or on behalf of the Company, and of all Profits, Gains, or Losses arising therefrom, and also an Account of all Contracts, Sales, Purchases, Mortgages, Leases, Investments, and of all other Dealings and Transactions that shall be made or done of or concerning the Lands, Buildings, Property, Stock, and Capital of the Company, or any Part thereof, and how the same shall have been dealt with, applied, disposed of, and paid respectively from Time to Time, and shall twice in every Year during the Continuance of the Company, (that is to say,) upon or as of the First Day of *March* and the First Day of *September* in every Year, in such Manner as to the Directors shall seem correct and equitable, take and make up a fair, accurate, and just Statement or Report and Account of the Lands, Buildings, Property, Stock and Capital of the Company upon each of those Days, and of the Profits and Gains which shall have been made therein, and the Losses which may have been incurred during the preceding Half Year; and in each such Statement or Report and Account Reference shall be had to the then Value of the Funded, Landed, and all other Property of the Company, which shall be estimated, not at the Cost Price, but at the then selling or marketable Price thereof, so that the real State of the Affairs of the Company may in such Statement or Report plainly appear; which half-yearly Statement or Report shall be entered in the Books of the Company, and shall be examined, audited, and signed by Two Auditors to be appointed at a General Meeting as herein-after is provided, and a Summary or Balance Sheet thereof shall be made for the Inspection of the Proprietors at any General Meeting, but at no other Time: Provided always, that it shall be lawful for all or any of the Proprietors of the said Company to have Access to and to inspect all Books, Accounts, Documents, and Writings belonging to the said Company at all reasonable Times.

Annual General Meeting.

XLVI. And be it further enacted, That a Meeting of the Proprietors of the Company shall be convened and held on the first *Monday* in the Month of *July* One thousand eight hundred and thirty-seven, and on the same Day in every succeeding Year, at Eleven of the Clock in the Forenoon, at their Office or such other convenient Place in *Manchester* as the Directors may think proper to appoint, of which Meeting the Clerk or Secretary for the Time being of the Company

shall give Fourteen Days previous Notice by an Advertisement in One of the *Manchester* Newspapers, and each Meeting so to be convened and held shall be called "The Annual General Meeting;" and the Proprietors respectively qualified to act and vote therein according to the Provisions herein contained, and who personally or by such Proxy as is herein-after authorized shall attend the same, shall have full Power and Authority to decide upon all such Matters and Questions as by virtue of this Act shall be brought before such Annual General Meeting.

Directors may call Extraordinary General Meetings.

XLVII. And be it further enacted, That the Board of Directors for the Time being may from Time to Time, whenever they shall think it necessary or proper so to do, call an Extraordinary General Meeting of the Shareholders at some convenient Place in the Town of *Manchester*, of which the Clerk or Secretary for the Time being of the Company shall give Fourteen Days previous Notice signed by him, stating the Day, Hour, and Place when and where such Meeting shall be appointed to be holden, and the Object thereof; and such Notice shall be advertised in One or more of the *Manchester* Newspapers at least Fourteen Days before the Time fixed for holding the Meeting.

Ten qualified Proprietors may call an Extraordinary General Meeting on Refusal of the Directors so to do.

XLVIII. And be it further enacted, That Ten or more Proprietors of the Company for the Time being qualified to vote as herein-after mentioned, or Three full Fourth Parts in Number and Value of all the Proprietors for the Time being of the Company, may at any Time by Writing under their Hands require the Board of Directors for the Time being to call an Extraordinary General Meeting of Proprietors, and every such Requisition shall set forth the Object of such Extraordinary Meeting, and shall be left with the Clerk or Secretary for the Time being at the principal Office of the Company at least One Calendar Month before the Time named in the Requisition for the Meeting to be holden, otherwise the said Board shall not be bound to take notice thereof; but in case the Directors shall refuse or neglect for Fourteen Days after such Requisition shall be so left as aforesaid to call such Extraordinary Meeting, then the Proprietors signing the Requisition may, for the Purposes mentioned in such Requisition, call an Extraordinary General Meeting of the Proprietors by Notice signed by them, and advertised in One or more of the *Manchester* Newspapers, at least Fourteen Days before the Time fixed for holding the Meeting; and in every such Advertisement the Object of such Extraordinary Meeting, and the Day and Hour and Place in the Town of *Manchester* of holding the same, and the Delivery of the Requisition to the said Board, and its Refusal to call such Extraordinary Meeting, shall be specified.

Business of Extraordinary Meeting to be confined to Objects specified in Notice.

XLIX. And be it further enacted, That at every Extraordinary General Meeting which shall be called pursuant to the Provisions of this Act the Business of such Meeting shall be confined to the Objects specified in the Notice by which the same Meeting shall have been convened.

L. And

Chairman of General Meetings.

L. And be it further enacted, That at every General Meeting of Proprietors, whether Annual or Extraordinary or by Adjournment, the Chair shall be filled by the Chairman for the Time being of the Board of Directors, if present; but in case such Chairman be not present, or should decline to take the Chair, then by one other of the Directors to be elected by the Proprietors; or in case of the Absence of all the Directors, or they should all decline to take the Chair, then by such qualified Proprietor as the Majority of the Proprietors then and there present, and qualified to vote as herein-after mentioned, shall elect to fill the Chair; and the Chairman who may preside at such Meeting shall regulate the Proceedings thereof, and shall not only vote as any other Proprietor, but in case of an Equality of Votes shall have the casting Vote; and Minutes of all the Acts, Orders, and Proceedings of such respective Meetings shall be entered in a Book to be kept by the Clerk or Secretary for the Time being of the Company, and shall be authenticated by the Chairman's Signature, which shall be conclusive Evidence of all such Acts, Orders, and Proceedings.

Minutes of Proceedings to be entered.

Mode of voting at General Meetings.

LI. And be it further enacted, That at each General Meeting of Proprietors, whether Annual or Extraordinary or by Adjournment, all Questions, Motions, Rules, Orders, and Regulations which may be brought forward or proposed for the Discussion, Opinion, or Decision of the Proprietors shall be determined and decided by a Majority of Votes of the Proprietors then and there present, but so that each Holder of less than Five Shares shall not have any Vote; and each Holder of Five Shares or upwards, but less than Twenty Shares, shall have One Vote; and each Holder of Twenty Shares, but less than Thirty Shares, shall have Two Votes; and each Holder of Thirty Shares or upwards, but less than Forty Shares, shall have Three Votes; and each Holder of Forty Shares or upwards, but less than Fifty Shares, shall have Four Votes; and each Holder of Fifty Shares or upwards, but less than Sixty Shares, shall have Five Votes; and each Holder of Sixty Shares or upwards, but less than Seventy Shares, shall have Six Votes; and each Holder of Seventy Shares or upwards, but less than Eighty Shares, shall have Seven Votes; and each Holder of Eighty Shares or upwards, but less than Ninety Shares, shall have Eight Votes; and each Holder of Ninety Shares or upwards, but less than One hundred Shares, shall have Nine Votes; and each Holder of One hundred Shares or upwards shall have Ten Votes, and no more: Provided always, that when and so soon as the Number of Shares of the Company shall, by the Death of Nominees, Forfeiture, or other Causes, become reduced to Five hundred, then and in such Case and from thenceforth each Holder of Three Shares or upwards, but less than Twenty Shares, shall become and be entitled to One Vote; and when and so soon as the Number of Shares shall be reduced to One hundred, then and in such Case and from thenceforth each Holder of One Share or upwards, but less than Twenty Shares, shall become and be entitled to One Vote.

Ballot.

LII. Provided always, and be it further enacted, That if Ten or more Proprietors present at such respective Meetings (and qualified to vote as herein mentioned), and the Aggregate of whose Shares shall

shall not be less than Two hundred, or any One or more Proprietor or Proprietors present at such Meeting whose Share or the Aggregate of whose Shares shall not be less than Three full Fourth Parts or Shares of the then existing Capital and Property of the Company, shall demand that the Votes be ascertained and taken by Ballot, then the same shall be done accordingly, but unless such Proprietor or Proprietors having such Amount of Shares as aforesaid do so require no Ballot shall take place; but in case a Ballot shall be duly required, each Proprietor present and duly qualified to vote at such Meeting, shall deposit in a Balloting Box, to be provided by the Clerk or Secretary for the Time being of the Company, a Piece of Paper on which shall be written his own Name and the Number of Votes which he shall claim to exercise, and also the Christian and Surname of each or any Person for whom such Proprietor shall vote in case the Question for Ballot be the Election of a Director; but if the Subject of Ballot relate to any other Matter, then there shall also be written on such Piece of Paper the Assent or Dissent of the said Proprietor to or from the Question or Matter under consideration; and One of the Directors to be chosen by the Chairman, assisted by One Person to be chosen by the Meeting, as Scrutineers, shall thereupon retire, and report to the Meeting, or to any Adjournment thereof, the Result of such Ballot, and the same shall be declared by the Chairman, and entered in the Book of Proceedings as the Decision of the Meeting accordingly.

Votes may be given by Proxy.

LIII. And be it further enacted, That every Proprietor residing generally Twenty Miles or upwards from *Manchester*, or being a Female, or a Clergyman, or a Member of Parliament, and who respectively shall be qualified and authorized to vote at any General Meeting, whether Annual, Extraordinary, or by Adjournment, may appoint a Person to vote for her or him at such respective Meeting, but no Vote or Proxy shall in any Case be admitted unless the Person appointed as Proxy shall be authorized to attend and qualified to vote in his own Right, and unless such Proxy shall be nominated under the Hand of the Proprietor availing herself or himself of that Privilege; and no Proxy shall be in force or available at any other Meeting (except an Adjournment thereof) than that for which it shall have been expressly given or intended to apply; and each Proxy shall be in the Form or to the Effect following; (that is to say,)

Form of Proxy.

'I HEREBY appoint my Proxy to vote for me and in my Name at an [Annual *or* Extraordinary *or* Adjourned General Meeting, *as the Case may be*,] of the Proprietors of the *Victoria Park* Company, to be holden on the Day of and at any Adjournment or Adjournments of such Meeting. Dated, *&c.*'

And every Proprietor who shall have appointed such Proxy as aforesaid, and whose Proxy shall attend, shall for all the Purposes of the Annual, Extraordinary, or Adjourned Meeting for which such Proxy shall have been appointed be considered as present, and all the Acts and Votes of the Proxy in that Capacity shall be as valid and effectual as the Acts and Votes of the Proprietor appointing him would have been

been if such Proprietor had been present, and had personally acted and voted at such respective Meeting.

No Proprietor to vote who has not paid all Calls.

LIV. And be it further enacted, That no Proprietor shall be allowed to vote personally or by Proxy at any General Meeting of Proprietors, or to claim any Dividend or Bonus, or exercise any Right by virtue of this Act, until such Proprietor shall have paid the Amount of every Call in respect of the Shares for which he shall have subscribed or become the Proprietor in the Capital of the Company, and shall otherwise have conformed to the Provisions and Regulations of this Act.

Lunatics and Minors to vote by Committee and Guardians.

LV. Provided always, and be it further enacted, That in case any of the said Proprietors qualified to vote as aforesaid shall be a Lunatic or a Minor, such Lunatic may vote by his Committee or any one of such Committee, and such Minor may vote by his Guardian or any one of such Guardians.

Votes of joint Proprietors.

LVI. And be it further enacted, That whenever Two or more Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, pursuant to the Provisions of this Act, and registered accordingly, the Person whose Name shall stand first in the Books of the said Company as a Proprietor of such Share shall for the Purposes of this Act be deemed and taken to be the Owner or Proprietor of such Share, and such Owners or Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Owners or Proprietors of any Share in the said Undertaking shall and may be given or sent to the Person whose Name shall so stand first in the Books of the said Company, or be left at the last or usual Place of Abode of such Person, and such Notice to such Person shall be deemed and taken to be sufficient Notice to all the Owners or Proprietors of such Share for all the Purposes for which such Notices are intended to be given.

Ten Proprietors to be present at General Meetings.

LVII. And be it further enacted, That no Business shall at any General Meeting of Proprietors, whether Annual, Extraordinary, or by Adjournment, be gone into or discussed, nor shall any Decision be made on any Business which may have been then gone into or discussed, unless there shall be personally present at such respective Meeting at the Commencement of the Day's Business, and also when any Question shall be decided, at least Ten Proprietors for the Time being, duly qualified to vote as aforesaid, or One Third in Number and Value of all the Proprietors for the Time being of the Company.

Adjournment of Meetings if

LVIII. And be it further enacted, That if at any General Meeting of Proprietors, whether Annual, Extraordinary, or by Adjournment, neither

neither Ten such Proprietors nor One Third in Number and Value of all the Proprietors for the Time being of the Company shall be present within One Hour after the Time appointed for holding the same respectively, then and in every such Case such respective Meeting shall be adjourned, and the Chairman for the Time being of the Board of Directors, or any other Director then present, or if no Director be present then the Clerk or Secretary for the Time being of the Company, shall and he is hereby required to declare such Meeting adjourned, and the same shall be thereupon adjourned to such future Time and Place in the Town of *Manchester* as the Majority of the Proprietors then present and qualified to vote may determine; and Notice of such Adjournment shall be given in like Manner as was required for convening the Meeting whence such Adjournment took place, and there shall be an Interval between such first Meeting and the subsequent one sufficient to enable Fourteen Days Notice to be given in One or more of the *Manchester* Newspapers.

Ten Proprietors are not present.

LIX. And be it further enacted, That the Proprietors present at any such General Meeting, whether Annual or Extraordinary, being sufficient in Number to transact Business, may adjourn the same once or oftener to such Day and Hour and such convenient Place in the Town of *Manchester* as they may deem adviseable; and after a Motion for Adjournment shall have been carried no Business shall on any Pretence be brought forward; and it shall not be necessary to give any Notice by Advertisement of any such Adjournment as last aforesaid, except the same shall be for a longer Period than Seven Days after and inclusive of the Day of holding the Meeting which shall be so adjourned, and also inclusive of the Day to which the Meeting shall be adjourned; and no Subject or Business shall be proposed, debated, or disposed of in any adjourned Meeting other than so much of any Subject or Business as shall remain undecided or undisposed of at the Meeting whence the Adjournment shall have taken place; and the Proprietors who shall be present at any adjourned Meeting, although they might not have been present at the Meeting whence the Adjournment took place, and who respectively may be qualified to act and vote therein according to the Provisions aforesaid, may act and vote at such respective adjourned Meeting.

Adjournment of Meetings.

LX. And be it further enacted, That at every Annual Meeting the Directors shall exhibit the Two preceding half-yearly Balance Sheets or Reports of the Profits, Gains, and Losses of the Company, and such further Statement or Report of or concerning the Affairs of the Company in accordance with the Statement and Accounts included in the Report exhibited at the then last preceding Annual Meeting, as to the Directors may seem expedient for the Interests of the Company to be made public; and the annual Dividend of Profits shall be then and there declared.

At Annual Meeting a Balance Sheet and Report to be exhibited, and Dividend declared.

LXI. And be it further enacted, That in every Year a Proportion of the net Profits which shall appear to have been made by the Company during that Year, not exceeding One Eighth Part thereof, shall, if the Board of Directors for the Time being shall think it requisite

Profits to be divided after applying Part to Guarantee Fund.

requisite and proper, but not otherwise, be retained, and form a Part of a Fund to be called "The Guarantee Fund;" and the Residue of such net Profits, or so much thereof as the Annual General Meeting shall from Time to Time determine, shall be divided amongst the Proprietors for the Time being in proportion to their several Shares, on their respectively satisfying the Board of Directors for the Time being that the respective Nominees in respect of whom their Shares shall respectively be claimed shall be then living: Provided nevertheless, that no Part of such net Profits shall be so set apart in any Year in which a Dividend of Four Pounds *per Centum per Annum* shall not have been declared: Provided also, that if any of the Nominees to be selected as aforesaid shall depart this Life on any other than the Day up to which the said yearly Dividend shall be declared and made payable, then and in such Case the Proprietor of the Share in respect of which such Nominee shall have been selected shall, on such yearly Division of Profits as aforesaid, be entitled to receive a Proportion of the Profits belonging to such Share or Shares for the Period which such Nominee shall have lived of the then preceding current Year.

On Decease of any Nominee, Proprietor to receive Proportion of Profits.

Application of Guarantee Fund.

LXII. And be it further enacted, That the Guarantee Fund hereinbefore mentioned shall accumulate by way of Compound Interest to meet and provide against any extraordinary Expences and Liabilities of the Company, and the same shall be applied by the Board of Directors for the Time being for such Purposes accordingly; and when and so often as such Fund, with the Accumulations thereof, shall amount to One Eighth Part of the Capital then advanced and paid, the Excess beyond that Amount shall, as the Board of Directors may decide, either be divided among the then Proprietors of the Company, by way of Bonus, or as an Addition to the annual Dividends, at such Times and Manner as the Board of Directors may agree upon, or may be added to the Capital as fresh Stock for the Benefit of the Proprietors for the Time being in proportion to their respective Number of Shares, and subject to the like Tenure of Tontine or Benefit of Survivorship as the original Capital and Property of the Company is subject or liable to under or by virtue of this Act.

Notice of Dividends.

LXIII. And be it further enacted, That the Board of Directors shall at least Ten Days before the Day fixed for the Payment of such Dividend or Bonus, either by Circular Letter through the Post Office or Advertisement in One or more of the *Manchester* Newspapers, inform each of the Proprietors, his Executors or Administrators, of his Share of the Dividend or Bonus declared or decided upon, and when the same respectively will be payable; but if any Proprietor, his Executors or Administrators, or other Representatives, shall be in arrear in respect of any Instalment or Call, he shall not be entitled to receive any Dividend or Bonus until the Arrear and Interest thereon from the Time at which the same shall be payable at the Rate of Five Pounds *per Centum per Annum* shall have been paid up.

Unclaimed Dividend Fund.

LXIV. And be it further enacted, That all Dividends or Bonuses which shall remain unclaimed and unpaid at the Expiration of Six Calendar

lendar Months after the same respectively shall become payable shall be passed to an Account to be called "The Unclaimed Dividend Fund," which Fund shall from Time to Time be laid out and invested by the Board of Directors in such Manner as they shall think proper; and all Dividends and Bonuses passed to "The Unclaimed Dividend Fund" shall, when duly called for by the Person entitled thereto, be paid thereout, but without any Interest for the same; and all the Surplus of "The Unclaimed Dividend Fund" which shall remain after Payment of or allowing for all the Dividends or Bonuses passed to the same as aforesaid shall from Time to Time, when and as the Directors may think proper, be transferred to "The Guarantee Fund," and applied accordingly.

Retirement and Election of Directors.

LXV. And be it further enacted, That at the Annual General Meeting of Proprietors to be holden on the first *Monday* in *July* One thousand eight hundred and forty-one, or at some Adjournment thereof, Two of the present Directors shall retire from Office, to be determined by Lot amongst themselves as to the Order in which they shall retire (which they are hereby empowered from Time to Time to do), and which retiring Directors shall be replaced by Two qualified Proprietors to be elected by a Majority of Votes at such Meeting, such Majority to be ascertained in manner hereinafter mentioned; and on the Day on which the Two next following Annual General Meetings shall be held, or some Adjournment thereof, such Two of the Directors as shall have been longest in Office, to be determined as aforesaid, shall retire from Office, and shall be respectively replaced in like Manner; and at every subsequent Annual General Meeting or at some Adjournment thereof such Two of the Directors as shall have been longest in Office shall retire from Office, and shall be respectively replaced in like Manner: Provided nevertheless, that on all Occasions any retiring Director may be re-elected.

List of Proprietors qualified to be Directors.

LXVI. And be it further enacted, That for better regulating such respective Elections the Board of Directors for the Time being shall, One Calendar Month before the respective Days of Election, cause to be made out and copied in a full legible Hand a List containing the Christian and Surnames and the Residences, or as far as they shall be known, of the Proprietors for the Time being of the Company, and who shall then be qualified to be Directors; and such List shall remain in the principal Office of the Company, and be open to the Inspection of each Proprietor who shall apply to see the same, and each Proprietor shall be at liberty to take Extracts from or Copies of such List.

Persons disqualified from being Directors.

LXVII. And be it further enacted, That no Person shall be a Director who shall not be a Holder in his own Right of the Number of Shares herein-after mentioned in the Capital of the Company; (that is to say,) who shall not be Holder of Ten Shares at least, so long as the total Number of Shares of the Company shall exceed Five hundred, and from and after the total Number of Shares of the Company shall be reduced to and shall not exceed One hundred, then who shall not be a Holder of Five Shares at least; and if any of the present or future Directors shall cease to hold the respective Number of

Shares aforesaid in his own Right, his Office as Director shall thereupon and thenceforth become vacated.

Expulsion and Resignation of any Director.

LXVIII. And be it further enacted, That in case the Conduct of any one Director shall be such that his Continuance in Office shall appear to the other Directors prejudicial or injurious to the Interest of the Company, it shall be lawful for all the other Directors at a Board to be convened for that Purpose, if they be unanimous in that Behalf, but not otherwise, to remove any such Director from his Office; and that any Director or other Officer of the Company may at any Time vacate his Office by sending his Resignation in Writing to any Board of Directors for the Time being of the Company.

Directors to signify Acceptance of Office.

LXIX. And be it further enacted, That every Person who shall be appointed a Director as aforesaid shall signify in Writing to the Chairman of the Meeting at which he shall have been appointed his Acceptance of the Office of Director within Seven Days after Notice in Writing of his Appointment shall have been sent to him by such Chairman, unless such Person shall be absent from *Manchester*, in which Case a reasonable Time for such Notice from the Person so appointed Director as aforesaid shall be allowed by the said Chairman; and in case such Person so appointed shall refuse or neglect to give such Notice, or shall decline the Office of Director, then and in such Case his Office shall be considered to be vacated.

Appointment of interim Directors.

LXX. And be it further enacted, That when and so often as any Vacancy shall occur in the Office of Director of the Company, either by Death, Resignation, Nonacceptance, Disqualification, or Removal, previously to the Time at which such Director would otherwise have retired pursuant to the Provisions herein-before contained, then the Board of Directors for the Time being shall and they are hereby authorized and directed to appoint a proper Person, qualified as aforesaid, to fill the Office of Director in the Stead of the Director respectively so dying, resigning, not accepting, becoming disqualified, or being removed as aforesaid; but the Appointment of each such Director by the said Board shall be subject to the Approval or Rejection of the Proprietors of the Company, and shall be submitted to them for such Purpose at the next Annual General Meeting after such Appointment; and every such Director so appointed and approved of shall be as fully and effectually a Director of the Company as if he had been originally elected by the Proprietors, and shall retire from the Direction of the Company at the same Time and in like Manner as the Director in whose Place he shall be so appointed would have retired under the Provisions herein-before contained.

If interim Directors not approved of, another to be elected by Proprietors.

LXXI. And be it further enacted, That in case a Director to be appointed *ad interim* by the Board of Directors in the Manner herein-before mentioned shall not be approved of by the next Annual General Meeting of Proprietors as herein-before mentioned, it shall be lawful for the Proprietors present at such Annual General Meeting and qualified to vote to elect in the Manner herein-before

provided for the Election of Directors or Proprietors properly qualified as aforesaid to be a Director in the Place of every or any interim Director not approved of, and the Director to be so elected shall be as fully and effectually a Director of the Company as if he had been elected in lieu of any deceased Elector, and shall (unless the Directors for the Time being shall otherwise arrange it) retire from the Direction of the Company in like Manner as the Director in whose Place he shall be appointed would have retired under the Provisions of this Act.

Remuneration to Directors.

LXXII. And be it further enacted, That the Proprietors at any Annual General Meeting shall fix the Remuneration (if any) to be paid to the Board of Directors for the Time being of the Company.

Checks, Bills, &c. to be signed, &c. by Treasurer.

LXXIII. And be it further enacted, That the Checks, Bills, Notes, or other negotiable Securities of the Company, shall be signed, drawn, accepted, or indorsed on behalf of the Company by the Treasurer for the Time being, or such other Officer of the Company as the Board of Directors for the Time being shall appoint for that Purpose by a Minute to be signed by the Chairman, and to be entered in the Book of Proceedings of the said Board; and no Checks, Bills, Notes, or other negotiable Securities of the Company, signed, drawn, accepted, or indorsed in any other Manner than by the Person so authorized, shall be binding on the Company.

Actions, Suits, &c. to be prosecuted in the Name of the Treasurer or One of the Directors.

LXXIV. And be it further enacted, That from and after the passing of this Act all Actions, Suits, and other Proceedings at Law or in Equity, to be commenced and prosecuted by or on behalf of the said Company, shall and lawfully may be commenced and instituted or prosecuted in the Name of the Treasurer or any one of the Directors of the said Company for the Time being as the nominal Plaintiff for and on behalf of the said Company; and all Actions, Suits, and other Proceedings at Law or in Equity to be commenced and instituted against the said Company shall be commenced, instituted, and prosecuted against the Treasurer or any one of the Directors of the said Company for the Time being as the nominal Defendant for and on behalf of the said Company; and that no Action, Suit, or other Proceeding at Law or in Equity so to be brought, commenced, or prosecuted by or against the said Treasurer or such Director shall abate or be discontinued by the Death, Removal, Resignation, or Default of such Treasurer or Director, but shall be continued and be carried on in the Name of the Treasurer or such Director by or against whom the same shall have been brought or commenced: Provided nevertheless, that the Body, or Goods, Chattels, Lands, or Tenements, of such Treasurer or Director, shall not by reason of his being Plaintiff or Defendant in any such Action or Suit be liable to be arrested, seized, detained, or taken in Execution; and provided that all Costs and Expences to be incurred by such Treasurer or Director in prosecuting or defending any Action or Suit or other Proceeding for and on behalf of the said Company shall be defrayed out of the Monies applicable to the

the Purposes of this Act; and provided that such Treasurer or Director shall not on that Account be deemed an inadmissible Witness in any such Action, Suit, or other Proceeding.

Indictments, to be in the Name of the Treasurer or One of the Directors.

LXXV. And be it further enacted, That it shall be lawful for the said Company or their Directors to prefer any Indictment or Information against any Person or otherwise for any Offence committed against the said Company, or the Property or Effects belonging to the said Company; and the Name of the Treasurer or any one of the Directors of the Company may be used in all such Indictments and Informations, and in all other legal Proceedings, as to any such Matters, Things, Property, and Effects as and for the said Company; and in any such Indictment or Information as to any such Property or Effects the same may be laid and stated to be the Property and Effects of the Company.

Directors may submit to Arbitration, compound Debts, &c.

LXXVI. And be it further enacted, That any Board of Directors for the Time being in its Discretion may agree to refer and submit to Arbitration any Matter in dispute, question, or difference between the Company and any Person, and may compound any Debt, Rent, or other Money owing to the Company, and accept a Part thereof or a Security for the same in full, or give further Time for the Payment thereof, and may refrain from suing or otherwise proceeding for such Debts, Rents, or other Sums due to the Company as in the Opinion of the Board of Directors shall be bad or desperate; and also from Time to Time, by a Minute in the Book of Proceedings of the Board, may authorize any Person on behalf of the Company to prove any Debt due to the Company from any Bankrupt or Insolvent, or to act in the Matter of such Bankruptcy or Insolvency, and to receive any Dividend thereon, or to sign the Certificate of any Person indebted to the Company who may become bankrupt, and the Receipt for every or any such Dividend by the Person so to be appointed shall be a complete and effectual Discharge.

No Proprietor to inspect Books except at General Meetings.

LXXVII. And be it further enacted, That, except as herein-before is provided, no Subscriber to or Proprietor of the Company, his Executors or Administrators, Legatees, Assignees, or Creditors, or any other Person claiming or to claim by, through, under, or in Trust for him, shall be entitled to inspect any of the Books, Accounts, Documents, or Writings of the Company, except such as may be produced for that Purpose at any General Annual, Extraordinary, or Adjourned Meeting of Proprietors.

Debts, &c. of Proprietors to be a Lien on their Shares.

LXXVIII. And be it further enacted, That all Debts, Liabilities, and Engagements to the Company of any Proprietor or Proprietors, either for Calls, Purchase Money, Rent, or otherwise, shall be at all Times and in all Cases the first Lien upon and Set-off against all Shares and Stock of such Proprietor; and the Board of Directors for the Time being may either extinguish and declare forfeited or sell and dispose of such Shares, either entirely or partially, as the Case may seem to require, by way of or towards Satisfaction or Payment of all or any Part of such Debts, Liabilities, or Engagements; provided

provided that, with respect to all such Shares as shall be duly transferred pursuant to and in manner prescribed by this Act, such Lien as aforesaid shall upon and after such Transfer be wholly discharged.

Conventional Price of Shares to be fixed at Annual Meeting.

LXXIX. And be it further enacted, That at every Annual General Meeting of the Company, or at the Adjournment thereof, a conventional Price shall be fixed by Vote to be for the next ensuing Year the conventional Value of a Share, and specifying, if such Meeting shall think fit, the Variance thereof according to the Age of the Nominee in respect of whom any Share may be held, such Price to be at least Ten Pounds *per Centum* below the estimated *bonâ fide* real Value.

No Share transferrable until Calls paid up and nominated; but afterwards Proprietors may transfer, subject to Approbation of Directors.

LXXX. And be it further enacted, That no Share in the Company shall be transferrable until all Calls or Instalments in respect thereof shall have been duly paid up, nor until such Nomination of Lives in respect thereof as is required by this Act shall have been duly made; but from and after that Time, if any Proprietor or his legal Representative, whether by Marriage, or as Executor, Administrator, Legatee, Guardian, Committee Assignee under Bankruptcy or Insolvency, shall have become entitled to more than Three hundred Shares, or shall be desirous of selling or disposing of any Share in the Company, he shall state in Writing to the Board of Directors for the Time being the Name of the Person who is willing to become the Purchaser thereof, and the real Price which such proposed Purchaser shall have agreed to give for the same; and if the Board of Directors shall approve of such proposed Purchaser they shall notify the same to the proposed Vendor within Fourteen Days after receiving such Notice, and such proposed Purchaser may then take a Transfer of the same Share, and shall have the like Advantages in the same, and be subject to the like Liabilities in respect thereof, as the previous Owner had therein and was subject to in respect thereof; but no Transfer shall be made without such Approval of the Board of Directors as aforesaid.

Form of Transfer.

LXXXI. And be it further enacted, That every such Transfer which shall be authorized to be made of any Share pursuant to the Provision lastly herein-before contained shall be by Deed duly stamped, in which the Consideration for the same shall be truly stated, and may be in the Form or to the Effect following; (that is to say,)

‘ I [*or* We] of
‘ in consideration of paid to me [*or* us]
‘ by of
‘ do hereby bargain, sell, assign, and transfer to the said
‘ his Executors, Administrators, and Assigns, Share [*or*
‘ Shares] of and in the Joint Stock or Capital, Estate, and Effects
‘ of the Company of Proprietors called “The *Victoria Park* Com-
‘ pany,” being Number [*or* Numbers] of the Shares
‘ in the said Company, to hold to the said
‘ Executors, Administrators, and Assigns, subject to the same
‘ Rules, Orders, and Restrictions, and on the same Conditions, that
‘ I [*or* we] held the same immediately before the Execution hereof;

'and I [*or* we] the said do hereby
'agree to take and accept the said Share [*or* Shares], subject to the
'same Rules, Orders, Restrictions, and Conditions. As witness
'our Hands and Seals this Day of in the Year of
'our Lord .'

And every such Transfer shall be produced and notified to the Clerk or Secretary of the said Company, and shall be entered and registered in the Books of the said Company, for which Entry and Registry the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Clerk or Secretary; and the said Entry or Registry shall specify the Date, Names of the Parties, and the Number of each Share transferred; and until such Transfer shall be entered or registered in the Books of the said Company as aforesaid no such Purchaser of any Share, his Executors, Administrators, and Assigns, shall have or be entitled to any Part or Share in the said Undertaking, or in the Profits and Advantages thereof, nor shall receive any Interest or Dividend for or in respect of such Share so purchased, nor be entitled to vote at any Meeting or Meetings as Proprietor or Proprietors of Shares in the said Undertaking.

Proprietors possessing more than Three hundred Shares, &c. shall sell, or, if Directors disapprove of proposed Purchaser, they shall purchase at conventional Price.

LXXXII. And be it further enacted, That if any Proprietor having become entitled to more than Three hundred Shares shall not, within Six Calendar Months after having become so entitled, state in Writing to the Board of Directors for the Time being the Name of the Person who is willing to become the Purchaser thereof, and the real Price which such proposed Purchaser thereof shall have agreed to give for the same, or if the Board of Directors shall disapprove of the proposed Purchaser of such Shares or of any other Shares proposed to be sold as herein-before mentioned, or the proposed Purchaser thereof respectively shall not take or transfer the said Shares within Twenty-one Days after such Approval respectively, then and in any such Case it shall be lawful for and imperative on the Directors for the Time being of the Company to purchase out of the Funds and for the Benefit of the Company all or any of the Shares aforesaid at the conventional Price for the then current Year, to be ascertained and fixed, with such Variance (if any) according to the Age of the Nominee as herein-before is mentioned: Provided that no Proprietor, unless he or she shall be possessed of more than Three hundred Shares, shall be bound to sell to the Directors on the Terms lastly herein-before mentioned.

Husbands, &c. may receive Dividends due at Marriage, &c., but not future Dividends until admitted Proprietors.

LXXXIII. And be it further enacted, That the Husband of any Female Proprietor, or the Representative of any Proprietor (whether Executor, Administrator, Legatee, Guardian, Committee, Assignee under Bankruptcy or Insolvency,) on leaving Seven Days previously for Inspection at the Office of the Company the Certificate of the Marriage, the Probate of the Will, Letters of Administration, or other Documents under which he may claim to receive the Dividend or Bonus (if any) due on the Shares of such Proprietor at the Time of Marriage, or his Death, Lunacy, Bankruptcy, or Insolvency (as the Case may be), may, at or after the Expiration of such Seven Days, receive such Dividend or Bonus; but the Receipt thereof shall not

constitute any Person so receiving the same a Proprietor in the Company, or authorize him to exercise any Right or Power in the Affairs thereof; and no such Person in any such Capacity shall be entitled to receive any future Dividends, Bonuses, or other Profits accruing or becoming due after the Marriage, Death, Lunacy, Bankruptcy, or Insolvency of any such Proprietor upon or in respect of his Shares, but the same Dividends, Bonus, or Profits shall not be receivable until the Shares in respect of which such Dividends or Bonus are or is payable shall have been duly transferred to or otherwise vested and registered in manner herein-after provided in the Name of such Husband, Executor, or Administrator, Legatee, Guardian, Committee, or Assignee; and after such Shares shall have been so duly transferred, or vested and registered, the same Dividends or Bonus shall be paid to the Transferree or Person in whom such Shares shall be so duly vested.

Husbands, &c. to be admitted Proprietors on signifying their Desire, if approved of by Directors.

LXXXIV. And be it further enacted, That if the Husband of any Female Proprietor having a Right to such Shares, or any such Executor, Administrator, Legatee, Guardian, Committee, or Assignee as aforesaid, shall be desirous of retaining the Shares of his Wife or of the Person whom he may represent, and of having the same transferred into his Name, and of such Desire shall give Notice in Writing to the Board of Directors for the Time being in manner as is herein-before provided with regard to the Sale of Shares, and if he shall be approved of by the Board of Directors, a Notification of such Approval shall be made by the Board to such Husband, Executor, Administrator, Legatee, Guardian, Committee, or Assignee as aforesaid within Fourteen Days after receiving such Notice; and a Certificate of such Approval under the Common Seal of the Company shall be delivered to such Husband, Executor, Administrator, Legatee, Guardian, Committee, or Assignee as aforesaid, who shall thereupon be admitted and become a Proprietor in the Company in respect of such Shares; and every such Certificate shall be produced and notified to the Clerk or Secretary of the Company, and shall be entered and registered in the Books of the Company, for which Entry and Registry the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Clerk or Secretary; and the said Entry or Registry shall specify the Date, the Names of the Parties and Persons whom they respectively represent, and the Number of each Share to which such Certificate may relate: Provided that if any such Husband, Executor, Administrator, Legatee, Guardian, Committee, or Assignee aforesaid shall be disapproved of by such Board of Directors, then it shall be lawful for and imperative upon the Directors to purchase such Shares at the Price and in manner herein-before provided for the Purchase of Shares the proposed Purchasers of which shall be disapproved of as aforesaid.

Register to be Evidence of Proprietorship of Shares.

LXXXV. And be it further enacted, That the Corporations and Persons whose Names shall at any Time hereafter stand in the Register Book of the Company as Proprietors of One or more Share or Shares in the said Company, whether as original Subscribers, or as Successors, Executors, Administrators, or Assigns of original Subscribers, shall be deemed and taken to be Proprietors of the several

several Shares standing in the said Books in their respective Names, and shall be subject and liable to the Payment of all Calls made and to be made thereon, and to all Actions, Suits, Forfeitures, and Penalties to which such Proprietors of Shares in the said Company are made subject and liable by this Act; and all Notices by this Act required to be given previous to the Forfeiture of Shares to the Proprietors thereof shall, if given to the Persons appearing by the Register Book of the said Company to be such Proprietors, or their Representatives, be in all respects good, sufficient, and conclusive; and all Payments of Interest, Dividends, and Bonuses due and to grow due on any such Shares shall be made to such Persons as by the said Books of the Company shall so appear to be Proprietors thereof; and that no Assignment or Transfer of any Shares, or other Instrument giving Title to any such Shares, which shall not have been brought to the said Clerk or Secretary of the Company to be entered, enrolled, or registered as directed by this Act, shall be given or admitted as Evidence either to defeat any Action or Suit brought or to be brought by the said Company to recover the said Calls, or to entitle any Person to recover any Shares forfeited to the said Company, or to make the said Company liable to the Payment of any Interest, Dividends, or Bonuses to any other Persons than such as appear upon the said Books to be Proprietors of such Shares; but that in all such Cases, unless where it shall be expressly proved that the said Books are defective by reason of some Neglect or Default of the said Clerk or Secretary, the said Books shall be considered as sufficient and conclusive Evidence of the Right and Title in and to the said Shares.

Forfeited Shares may be extinguished or sold, at Discretion of the Directors.

LXXXVI. And be it further enacted, That each Share which shall be forfeited by virtue of this Act shall, at the Discretion of the Board of Directors for the Time being, be extinguished for the Benefit of the other Proprietors, or be sold and issued by them to some other Person desirous of holding Shares in the Place or Stead of the Person or Persons forfeiting the same; and the Purchaser of each such Share shall not be bound to see to the Application of his Purchase Money, and shall for all the Purposes of this Act be considered as the Proprietor or Holder of the Share so purchased by him, and as if in respect of such Share he were the Assignee of the Person forfeiting the same, and thenceforth such Substitute or succeeding Proprietor, or his or her Heirs, Executors, or Administrators, shall be liable to all the Payments and Acts to be made and done, and the Rules, Orders, and Regulations to be observed in respect of such Share.

Directors may remit Forfeiture.

LXXXVII. And be it further enacted, That it shall be lawful for, but in no Case obligatory on, the Board of Directors in any Case where in pursuance or by virtue of the Provisions contained in this Act, or any of them, any Share shall be or become liable to be forfeited to the Company, to remit such Forfeiture, and to restore the Owner of such Shares to all his Rights and Qualifications in respect thereof, in like Manner as if no such Forfeiture or Liability thereto had been incurred, either by the Imposition of a Fine, or upon Satisfaction and Compensation being made by such Owner for the Act, Neglect, or Default by reason of which such Forfeiture or Liability thereto shall have

have accrued; but nevertheless no such Remission of Forfeiture shall be made after such forfeited Shares shall have been sold or disposed of in manner expressed in the Provisions herein contained, nor after Twelve Calendar Months from such Declaration of Forfeiture, nor so as to prejudice or disturb any Dividend which may have been declared.

Directors may purchase and sell Shares.

LXXXVIII. And be it further enacted, That it shall be lawful for any Board of Directors for the Time being to purchase any Shares by or out of the Funds of the Company for the Benefit thereof, and afterwards to sell and dispose of such Shares (rather than to retain the same) to Persons capable of promoting the Interests of the Company, at such Times and from Time to Time, and either by Auction or private Contract, and either at an Advantage or Loss, or in such other Manner as such Board shall think most beneficial for the general Benefit of the Company; and the Persons who shall purchase any such Shares from the Directors shall on the Completion of such Purchase become Proprietors in the Company, and be entitled to a proper Transfer and Certificate thereof, in like Manner as is hereinbefore provided with respect to Shares authorized to be sold by any Proprietor.

Auditors may be appointed.

LXXXIX. And be it further enacted, That any General Meeting of the Proprietors may, if it should be deemed necessary, appoint Two Proprietors (being respectively qualified to be Directors, but not being Directors for the Time being,) as Auditors to investigate into and report on all or any of the Affairs and Concerns of the Company, and such Auditors shall have full Power and Authority to call for the Production of all Books, Vouchers, and Documents, and also to require the Aid and personal or other Explanation from the Clerk or Secretary and other Officers of the Company.

Power to borrow Money on Mortgage.

XC. And be it further enacted, That in case the Company shall at any Time be desirous of raising Money by Mortgage of all or any Part of the Lands, Buildings, Property, Estate, and Effects of the Company, for the Purpose of enabling the completing and carrying on of the said Undertaking, it shall and may be lawful to and for the Board of Directors of the said Company, by and with the Sanction, Order, and Direction of any General Meeting of the Company, at any Time after One Half of their said Capital of Five hundred thousand Pounds shall have been paid up, from Time to Time and so often as there shall be Occasion, to borrow and take up at Interest for the Use of the Company such Sum or Sums of Money (not exceeding in the whole the Sum of One hundred and fifty thousand Pounds) as the said Directors, with such Sanction as aforesaid, shall deem necessary for the Purposes of this Act, on the Security of all or any Part of the Lands, Buildings, Property, Estate, and Effects which for the Time being may be vested in the Company by virtue of this Act, and the Messuages and Buildings erected or to be erected thereon, and by Deed or Writing under the Common Seal of the Company to grant, mortgage, assign, lease, demise, or convey all or any Part of the said Lands, Buildings, Property, Estate, and Effects unto or in Trust for such Person as shall lend or advance any Money thereon

thereon for the Purposes aforesaid, either in Fee, or for any Term of Years, or any other Estate or Interest, as a Security for any Sum of Money so to be advanced, with Interest for the same, and either with or without a Power of Sale, or such other Powers or Authorities, Covenants, Clauses, and Conditions, to be contained in such Security, as may be deemed expedient; and the Charges and Expences of such Mortgages or Leases shall from Time to Time be defrayed by the said Company out of the Money so to be borrowed; and every such Mortgage or Security shall or may be in the Words or to the Effect following; (that is to say,)

Form of Mortgage.

'Number .

'WE, the Company of Proprietors of the *Victoria Park* Com-
'pany, acting under and in pursuance of an Act passed in
'the Year of the Reign of King *William* the Fourth,
'intituled [*here set forth the Title of this Act*], in consideration of
'the Sum of advanced and lent to us by
'do hereby grant and convey [*or* demise *or*
'assign, *as the Case may be*,] unto the said
'his Heirs and Assigns, [*or* his Executors, Administrators, and
'Assigns, *as the Case may be*,] all [*here describe the Property*], with
'the Appurtenances thereto belonging, and all the Estate, Right,
'Title, and Interest of us the said Company of, in, to, or out of the
'same respectively, to hold unto the said his
'Heirs and Assigns, [*or* his Executors, Administrators, and Assigns,
'for Years, *or otherwise, as the Case may be*]; provided
'that these Presents shall be void when and so soon as we the said
'Company shall have fully paid and satisfied unto the said
'his Executors, Administrators, or Assigns, the Sum
'of together with Interest for the same after the
'Rate of *per Centum per Annum* to be computed
'from the Date hereof. Given under our Common Seal this
'Day of .'

Provided nevertheless, that if the preceding Form shall not meet the peculiar Circumstances of any Case, it shall be lawful to use such other Form of Conveyance, Demise, Assignment, or Assurance as may be necessary or expedient in that Behalf, and every such Mortgage shall be good, valid, and effectual in the Law; provided that the Person to whom any such Mortgage shall be made shall, as to the Lands, Buildings, Property, Estate, and Effects comprised in the respective Mortgage, and the Sum thereby secured, but not further or otherwise, have Preference or Priority over any subsequent Mortgagees of the same Premises according to the Execution and Delivery of the respective Mortgage Securities; and an Entry or Memorial of every such Mortgage, containing the Number and Date thereof, the Property comprised therein, and the Name of the Person to whom the same shall have been made, and of the Sum borrowed, together with the Rate of Interest to be paid thereon, shall within Twenty-eight Days next after the Date thereof be entered in a Book to be kept by the Clerk to the said Company, which Book shall or may be perused at all reasonable Times by any of the Proprietors or Creditors of the said Company or other Persons interested therein, without Fee or Reward;

Memorial of Mortgage.

and all Persons to whom any such Mortgages shall have been made as aforesaid, and all Persons to whom any such Mortgages shall have been transferred as next herein-after is provided, shall and may from Time to Time transfer their Right and Interest therein to any Person whomsoever; which Transfer shall be by Deed duly stamped, in which the Consideration for the same shall be truly stated, and may be in the Words or to the Effect following; (that is to say,)

Form of Transfer of Mortgages.

'I [*or* We] of in consideration
' of the Sum of to me [*or* us] paid
' by of do hereby transfer a certain
' Mortgage, No. made to me by the Company
' of Proprietors of the *Victoria Park* Company, bearing Date
' the Day of and the Principal
' Sum of thereby secured, and the Interest now
' due and hereafter to grow due for the same, and all my [*or* our]
' Right and Property therein, to the said his
' [*or* her] Heirs, Executors, Administrators, and Assigns. In
' witness whereof I have hereunto set my Hand and Seal this
' Day of in the Year of our
' Lord .'

And every such Transfer shall, within Seven Days after the Date thereof, be produced to the Clerk or Secretary of the Company, who shall thereupon cause an Entry or Memorial to be made thereof in the same Manner as herein-before is provided as to the original Mortgage, and for such Entry or Memorial the said Clerk or Secretary shall be paid the Sum of Two Shillings and Sixpence, and no more; and after such Entry made, but not before, every such Transfer shall entitle the Transferree therein named, his Heirs, Executors, Administrators, and Assigns, to the full Benefit of the original Mortgage and the Money thereby secured, and he shall be entitled to sue in his own Name for the same Money, and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the original Mortgage or any Sum of Money due thereon or thereby secured, or any Part thereof.

Principal and Interest when to be payable.

XCI. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage as aforesaid shall be paid to the several Persons entitled thereto by equal half-yearly Payments, to be computed from the Date of the respective Mortgage Securities, or at such other Times as in such Securities respectively shall be expressly provided; and the Principal Money which shall be so raised by Mortgage as aforesaid shall be repaid at any Time after the End of Twelve Calendar Months from the Date of such Mortgage Security on Six Calendar Months previous Notice in Writing being given to the Company or left at their Office by the Mortgagee or Transferree to whom the same Sum is due, demanding the Payment of the same; and in case the said Principal Money and Interest respectively, or any Part thereof, shall be unpaid by the Space of Twenty-eight Days next after the same shall respectively become due and payable as aforesaid, the same, or such Part thereof as for the Time being shall be due or owing as aforesaid, shall be recoverable, with Costs,

Costs, by such Mortgagee or Transferree, by an Action of Debt in His Majesty's Court of Common Pleas at *Lancaster*, or in any other of His Majesty's Courts of Record.

Mortgagees, &c. not entitled to vote.

XCII. Provided also, and be it further enacted, That no Person to whom any such Mortgage shall be made or transferred as aforesaid shall be capable of acting or voting as such Mortgagee at any Meeting of the said Company, or shall otherwise be deemed a Proprietor of any Share in the said Company, by reason of his having lent or advanced any Money on such Mortgage.

Mortgagee not bound to inquire into the Necessity of raising the Money.

XCIII. Provided always, and be it further enacted, That no Mortgagee or his Assignee shall be bound to ascertain or inquire into the Necessity or Expediency of raising any Sum of Money which may be lent and advanced by him to the Company on Mortgage as aforesaid, or into the Application of the same Money, or whether the same shall have been duly authorized to be raised pursuant to the Provisions of this Act.

Directors may sell or exchange either for gross Sums or Rent-charges.

XCIV. And be it further enacted, That it shall and may be lawful for the said Company or their Directors absolutely to sell and dispose of, and by Deed under their Common Seal, in such Form as to them shall seem meet, to bargain, sell, and convey unto any Person whomsoever who shall be willing to purchase or take the same (subject nevertheless to any existing Mortgages thereon respectively which for the Time being shall remain unsatisfied), either by way of Exchange for other Lands, or for and in consideration of any Sum in gross, or of an annual Rent-charge or annual Rent-charges, payable as the Board of Directors of the said Company shall deem meet, and to be issuing out of the Hereditaments sold, and to be recoverable in like Manner as Rent-service reserved in any Indenture of Lease for Years of Land, or by all or any of the said Ways and Means, all such and so many and such Parts of the Lands, Buildings, Tenements, and Hereditaments which the said Company have already purchased or shall hereafter purchase or become seised or possessed of under or by virtue of this Act, and the Erections and Buildings from Time to Time to be erected and built thereon, or any Part thereof, for and during such Estate or respective Estates as the said Company shall have or can convey therein, and for the Purposes aforesaid to pay any Sum of Money for the Purposes of Equality of Exchange as the Directors shall deem expedient; and that in every Case in which any such Sale or Disposition shall be made in consideration of any annual Rent-charge, then every such Rent-charge may be reserved, either with or without any Limitation of a Use, unto the said Company, their Successors and Assigns; and to every such Rent-charge to be reserved pursuant to this Clause there shall be incident to the Company, their Successors and Assigns, as well as the usual Power of Distress, as also a Power for the Directors of the said Company, or any Person authorized by them, or the Assignees of the said Rent-charge or any Part thereof, when and so often as any such Rent-charge or any Part thereof shall be in arrear or unpaid for the Space of Thirty Days, to enter into and upon and to receive the Rents and Profits of the Hereditaments out of which the same

same Rent-charge is to be issuing, until the said Rent-charge so in arrear, and the Expences attending such Entry and Perception of the Rents and Profits, shall be fully paid and satisfied to the said Company, their Successors or Assigns; and further, that every such Rent-charge shall be recoverable by the said Company, their Successors and Assigns, by all other usual Means by which Rent-charges are recoverable, and also by Action of Debt in His Majesty's Court of Common Pleas at *Lancaster*, or in any other of His Majesty's Courts of Record, against the Person to whom any such Conveyance and Disposition as aforesaid shall have been made of the Hereditaments whereout or wherefor such respective Rent-charge reserved by virtue hereof shall be expressed to be reserved, and against the Person for the Time being seised of the same Hereditaments or any Part thereof: Provided always, that a Release by the Company, their Successors or Assigns, of a Part only of the Lands out of which any Rent-charge shall or may be issuing pursuant to this Clause, from all or any Part of the said Rent-charge, shall not operate to release the Residue of the said Lands from the said Rent-charge or any Part thereof; neither shall an Extinguishment by the Company, their Successors or Assigns, of the said Rent-charge, by reason of Purchase or otherwise, of a Part only of the said Lands, operate as an Extinguishment of the said Rent-charge or any Part thereof with respect to the Residue of the said Lands.

Concurrence of Mortgagee in Conveyance shall operate to vest his Estate in the Purchaser.

XCV. Provided always, and be it further enacted, That in every Case where any such Sale or Disposition as aforesaid shall have been made, and a Conveyance in pursuance thereof shall have been duly executed by the Company or their Directors, the Concurrence in such Conveyance of any Mortgagee or other Incumbrancer of the Hereditaments and Premises comprised therein, testified by his being a Party to and executing the Deed or Instrument of such Conveyance, or by any Memorandum in Writing under his Hand, shall operate to exonerate the same Premises from the whole of the Mortgage Debt or other Incumbrance due or belonging to such Mortgagee or Incumbrancer, and shall be deemed a Conveyance of and shall vest all the Estate, Right, Title, and Interest, both at Law and in Equity, of such Mortgagee or Incumbrancer, or any Person claiming under or in Trust for him, of, in, or to the said Hereditaments and Premises, in the Person to whom any such Sale and Conveyance as aforesaid shall have been so made and executed by the Company or their Directors as aforesaid.

Directors may let or demise for any Term of Years, or for Lives.

XCVI. And be it further enacted, That it shall and may be lawful for the said Directors for the Time being, and they are hereby authorized and empowered, either with or without the Concurrence of any Mortgagee or other Incumbrancer, to let from Year to Year, or for any shorter Period, or at Will, and also by Deed under the Common Seal of the Company to demise or lease for any longer Term of Years, either absolutely or in gross, or determinable on any Life or Lives, and either in Possession or Reversion, all or any Part or Parts of the said Lands, Tenements, Buildings, and Hereditaments so to be purchased by the Company as aforesaid, and any Houses and Buildings or Conveniences which shall be erected, built, or made

made upon the same Lands or any Part thereof, to any Person, either at such Rent or by way of Fine, Premium, or Foregift, or upon such other Terms, as the said Company or their Directors shall think fit; and that to every such Lease shall be incident as well the usual Power of Distress, as also a Power for the Directors of the Company, or any Person authorized by them, to enter and absolutely make void such Lease, in case the Rent which may be thereby reserved, or any Part thereof, shall be in arrear for the Space of Thirty Days, and that without any Demand for the same Rent having been made; and that every such Rent shall also be recoverable by an Action of Debt in His Majesty's Court of Common Pleas at *Lancaster*, or in any other of His Majesty's Courts of Record, against the Person to whom any such Lease shall have been made, his Executors, Administrators, and Assigns: Provided always, that nothing in this Clause contained shall operate to invalidate or weaken any Mortgage or other Incumbrance affecting the Hereditaments and Premises comprised in any such Demise or Lease as aforesaid, but every such Mortgagee or Incumbrancer shall be subject to the Equity of Redemption if the Company be entitled to the Reversion of the same Hereditaments and Premises, and to the Rents and other Monies incident thereto or payable in respect thereof under or by virtue of any such Lease or Demise as aforesaid.

Directors may invest Capital Funds not wanted for other Purposes.

XCVII. And be it further enacted, That it shall be lawful for the Board of Directors for the Time being, and they are hereby authorized and empowered, from Time to Time to lay out and invest, when and as they think expedient or proper, in the Name and on behalf and for the Benefit of the Company, in the Government or Public Funds of *Great Britain*, or upon Exchequer Bills, or at Interest upon Real Securities in *England* or *Wales*, such Part of the Capital Funds of the said Company as may not for the Time being be required or appear necessary to be employed for other the Purposes of the said Company, and to alter and vary such Securities, or call in the same or any Part thereof, as the Board of Directors for the Time being may deem expedient.

Receipts of Treasurer, &c. for Purchase Monies, Rents, &c. to be sufficient.

XCVIII. And be it further enacted, That every Receipt of the Treasurer for the Time being of the said Company given to any Purchaser, Mortgagee, Lessee, or any other Person, for any Monies arising from the Funds, Securities, or Property of the Company, or any of them, or any Part thereof, or from the Sale, Demise, Mortgage, Disposition, or Conversion of such Funds, Securities, or Property, or any of them, or any Part thereof, or for any other Monies which shall be payable to such Treasurer for or on account of the Company, and every Receipt of such a Number of Directors for the Time being of the said Company as may constitute a Board for any of the Monies or Effects of the said Company paid or delivered to or by or according to the Direction of the same or any preceding Directors of the said Company, and every Receipt of any Clerk or Secretary, Manager, Agent, Attorney, Officer, or Servant of the said Company, duly authorized by the Board of Directors for the Time being of the said Company in that Behalf, shall be a good and sufficient Discharge for the Money or Effects which in such Receipt shall be expressed

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to be received; and the Person paying or delivering the same Money or Effects shall not afterwards be obliged or required to see to the Application of the same, or be answerable or accountable for the Misapplication or Nonapplication thereof, or to inquire whether any such Receipt, or any such Sale, Demise, Mortgage, Disposition, or Conversion of any Part of the Funds, Securities, or Property of the Company, was authorized or ordered by the Company or their Board of Directors, or was made at a Price authorized by the said Company or Board, or whether the same was necessary for the Purposes for which the same shall be proposed to be made, or whether any such Treasurer or Board of Directors, or other Officer as aforesaid, shall have been duly appointed to such Office, or shall be duly qualified according to the Directions of this Act.

Rents, Calls, &c. to be paid to Bankers of Company within Fourteen Days.

XCIX. And be it further enacted, That all and every the Directors, Clerk, Treasurers, and other Officers of the Company to whom any Monies or negotiable Securities shall be paid on behalf of the Company for or in respect of Rent, Calls, or otherwise howsoever, shall, at least within Fourteen Days from the Receipt thereof, from Time to Time deposit the same or so much thereof as shall not be required for other the immediate Purposes of this Act, and as shall not be otherwise invested pursuant to the Powers and Provisions herein contained, in the Hands of the Banker or Bankers for the Time being of the Company, subject nevertheless to be drawn for and applied in such Sums, at such Times, and in such Manner as may be expedient and required according to the Provisions of this Act.

The Word "grant" to operate as a Covenant in Conveyances, Leases, &c.

C. And be it further enacted, That in all Conveyances, Demises, and other Assurances to be made by the Company under or by virtue or in pursuance of the several Powers and Authorities to them given by this Act the Word "grant" shall amount to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Grantee, his Heirs, Executors, Administrators, or Assigns, as the Case may be, from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act done by them, were, at the Time of the Execution of such Conveyance, Demise, or Assurance, seised of the Hereditaments and Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, save and except the Rent-charge or Rent-charges or other Incumbrances (if any) which shall expressly appear on the Face of such Conveyance, Lease, or Assurance, and for quiet Enjoyment of the said Hereditaments and Premises against the said Company, their Successors and Assigns, and all claiming under them, indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Hereditaments and Premises by the said Company, their Successors and Assigns, and all claiming under them, unless the same shall be restrained and limited or enlarged by express particular Words contained in such Conveyances, Leases, or other Assurances, or any of them; and such Grantees, and their several Heirs, Executors, Administrators, and Assigns respectively, as the Case may be, shall and may, in any Action to be brought, assign a Breach or Breaches thereupon, as they might

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do in case such Covenants were expressly inserted in such Conveyances, Leases, or other Assurances.

Directors may appoint Sub-committees.

CI. And be it further enacted, That it shall be lawful for any Board of Directors for the Time being of the Company from Time to Time to constitute and appoint One or more of the Directors for the Time being to be a Special Committee or Committees to inquire, determine, and act in and about such Matters and Things as shall be specifically committed to him or them; and all and singular the Powers hereby vested in the Board of Directors for the Time being of the said Company (save and except the Power of making Calls for Money upon the Proprietors of Shares in the said Company) may be by them delegated to and reposed in or devolved upon any Committee to be appointed as aforesaid; and all Acts, Resolutions, Matters, and Things done, made, and entered into by such Committees respectively in pursuance of the Powers to be so delegated as aforesaid, and in fulfilment of the Purposes of their Appointments respectively, and not otherwise, shall have the like Force and Effect as if done, made, and entered into by a Board of Directors for the Time being of the said Company; and the Appointment of such several Committees shall be revocable by any Board of Directors for the Time being of the said Company wholly or in part, and either with respect to the Person or Persons constituting the same Committees respectively or any of them, or the Purposes and Powers of their Appointment or any of them; and such Committees respectively shall in all respects be under the Control and shall be subject to the Directions of the Board of Directors for the Time being of the said Company, and shall make Reports of their Proceedings to the said Board of Directors; and the Meetings and Proceedings of the same Committees respectively shall be governed by the Provisions herein contained for the Regulation of the Meetings and Proceedings of the Directors for the Time being of the said Company, so far as the same Provisions respectively may be applicable to Committees constituted as aforesaid, and so far as the same respectively shall not be superseded by the express Terms of the Appointment of such Committees respectively.

Capital may be increased and Directors removed by Two General Meetings.

CII. And be it further enacted, That the Majority of Proprietors for the Time being qualified and voting according to the Right of voting herein-before mentioned, and personally present at Two successive Extraordinary General Meetings or at One Annual General Meeting and One Extraordinary General Meeting to be respectively convened in such Manner and with such Notice as herein-before is provided, may from Time to Time increase the Capital of the Company, subject nevertheless to the Provisions herein-before contained for limiting the Issue of Shares in the said Company to the Period of Three Years, to be computed from the passing of this Act, or lessen or increase the present Number of Directors to any other Number, or may remove any Director from his Office.

Receipt of Person in whom Shares or Mortgage

CIII. And be it further enacted, That in all Cases where any Shares of the Company shall be or become vested in any Person in Trust for or subject to any equitable Claim of any other Person, the Receipt of

of the Person in whom any such Shares shall be vested at Law, or his Executors or Administrators, shall, notwithstanding any Claim or Demand whatsoever of any Person equitably entitled to or having any equitable Claim on the said Shares, be a good and sufficient Discharge for the Money which may become payable from the Company in respect thereof, and shall discharge the Company from the Obligation of seeing to its Application, or being answerable for its Misapplication.

Money, &c. is vested to be sufficient.

CIV. And be it further enacted, That when and so soon as the Number of the several Nominees to be appointed as aforesaid in respect of whose Lives the then existing Shares of the Company shall for the Time being be held shall be reduced to Fifty, the Board of Directors for the Time being shall, within Two Calendar Months after sufficient Notification thereof, be bound and they are hereby required to call an Extraordinary General Meeting of the Proprietors, and to lay a Statement of the Affairs of the Company before such Meeting; and it shall thereupon be lawful for any Proprietor of One or more Share or Shares personally or by Proxy at such Meeting to require the Dissolution of the Company, and the same shall be accordingly dissolved to all Intents and Purposes, except for the Purposes of winding up, liquidating, and settling the Accounts, Debts, and Affairs of the said Company in manner next herein-after mentioned and directed; and the Board of Directors shall proceed without Delay in such Manner, either by Sale, Mortgage, or otherwise, as they shall think proper, to provide for and satisfy the then existing Engagements and Liabilities of the Company, and subject to such Provision as aforesaid, and to such Sales, Mortgages, or Dispositions as may have been necessary for effecting those Purposes, and all and singular the said Lands, Buildings, Money, Securities for Money, Property, and other the Estate and Effects of the said Company, and all the Rights, Powers, and Interests incident or belonging thereto by virtue of this Act, shall thereupon become and be divided between and absolutely vested in the several and respective Proprietors of the Shares in respect of which the Fifty last surviving Nominees shall have been nominated under the Provisions of this Act, and the respective Heirs, Executors, Administrators, and Assigns of such last-mentioned Proprietors, as Tenants in Common, in the Proportions in which they shall immediately on the surviving Nominees being reduced to Fifty as aforesaid be respectively entitled to the said Shares under and by virtue of the Provisions of this Act, and according to the respective Natures, Tenures, and Qualities of the said Lands, Buildings, Money, Securities for Money, Property, Estate, and Effects respectively, freed and absolutely discharged from all Right or Benefit of Survivorship, and wholly independent of the Lives of the surviving Nominees who shall have been so selected as aforesaid, or any of them.

When Nominees reduced to Fifty, the Company may be dissolved, and Property absolutely vested in existing Proprietors in proportion to their Shares.

CV. Provided always, and be it further enacted, That at any Time before the Number of the said Nominees shall be so reduced to Fifty as aforesaid it shall be lawful for a Board of Directors, with the Sanction

Directors, with Consent of ThreeFifths in Number

and Value of Shares, may change Constitution of Company as regards Tenure by Tontine.

Sanction and Consent of Three Fifths in Number of all the Proprietors for the Time being of the Company, who shall hold amongst them Three full Fifth Parts or Shares of the then existing Capital and Property of the Company, and who shall be assembled at Two successive General Meetings to be respectively exclusively convened for that Purpose within the Space of Three Calendar Months, and of each of which Meetings One Calendar Month's Notice in Writing shall have been given by the Clerk or Secretary of the Company by Advertisement in One or more of the *Manchester* Newspapers, and by Letter sent to every Proprietor by Post or otherwise, to determine and put an end to the Tenure by way of Tontine by which the existing Shares of the Company may for the Time being be held under the Provisions of this Act, and in lieu and substitution of such Tenure to vest the several Shares of the Proprietors for the Time being absolutely in such Proprietors respectively, in such and the like Manner and Proportions, and subject to such and the like Conditions, Rules, Orders, and Regulations, as they before held the same respectively, save and except such of the Conditions, Rules, Orders, and Regulations as shall be exclusively applicable to the said Tenure by way of Tontine, and save and except that the said Shares respectively shall thenceforth be held and enjoyed by the several Proprietors respectively independently of the Life or Lives of the Nominee or respective Nominees who shall have been selected in respect of such Shares respectively, and freed and absolutely discharged from all Right or Benefit of Survivorship by reason of the Death of any such Nominee or Nominees respectively, and the Tenure of Shares and the Constitution of the Company shall be altered and varied accordingly if and when and so soon as the Resolution for that Purpose at the First of such General Meetings shall have been confirmed at the Second of such General Meetings.

Sums to be paid and received by Proprietors on Change of Tenure for Equality of Partition.

CVI. Provided also, and be it further enacted, That if the Tenure of the Shares and the Constitution of the Company should be so changed or altered and varied as aforesaid by virtue of the Provision lastly herein-before contained, and in case the conventional Price or Value of all or any of the Shares of the Company to be fixed in manner herein-before provided should differ in Amount, then and in such Case an Equality of Partition or Distribution of the several Shares of the Company shall be made and effected on the Principle and in manner following; (that is to say,) an Average shall, in the first place, be calculated and made of the conventional Price or Value for the then current Year, to be ascertained and fixed in the Manner herein-before provided, of each Share then existing; and if the conventional Price or Value of any individual Share shall be less in Amount than the average Value of Shares, then and in such Case the Proprietor of such individual Share shall pay to the Directors, for the Purpose of being appropriated to a Fund applicable for the Purposes of Equality of Partition or Distribution, such a Sum of Money in respect of such Share as with the Addition of such individual conventional Value thereof as aforesaid will be sufficient to make up the said average Value of Shares; and every such Sum which shall be

be so payable by any Proprietor shall be a Lien upon and Set-off against all Shares and Stock of such Proprietor, in like Manner as is herein-before provided with respect to all other Debts, Liabilities, and Engagements to the Company of any Proprietor, and shall be recoverable accordingly; and if the conventional Price or Value of any individual Share shall be of greater Amount than the average Value of Shares, then and in such Case the Proprietor of such last-mentioned individual Share shall be entitled to and shall receive from the Directors, from and out of the said Fund so applicable for the Purposes of Equality of Partition or Distribution as aforesaid, such a Sum of Money in respect of such Share as shall be wanting to make up the average Value of Shares of the same or the like Amount as such last-mentioned individual Share.

Company may be dissolved before Nominees are reduced to 50 by Three Fourths in Number and Value of Proprietors, with Consent of Three Directors.

CVII. And be it further enacted, That at any Time before the Number of the said Nominees shall be so reduced to Fifty as aforesaid it shall be lawful for Three Fourths in Number of all the Proprietors for the Time being of the Company, and who shall hold amongst them Three full Fourth Parts or Shares of the then existing Capital and Property of the Company, and who shall be assembled at Two successive General Meetings to be respectively exclusively convened for that Purpose within the Space of Three Calendar Months, and of each of which Meetings One Calendar Month's Notice in Writing shall have been given by the Clerk or Secretary by Advertisement in One or more of the *Manchester* Newspapers, and by Letter sent to every Proprietor by Post or otherwise, absolutely to dissolve the Company; provided such Dissolution shall have been previously approved of by Three of the Directors for the Time being, and shall be so testified in Writing by them; and the said Company (after the Resolution for dissolving the same at the First of such General Meetings shall have been confirmed at the Second of such General Meetings) shall be dissolved accordingly to all Intents and Purposes, except for the Purposes of winding up, liquidating, and settling the Accounts, Debts, and Affairs of the Company as herein-after mentioned and directed.

On entire Dissolution, Affairs to be wound up, and final Division made.

CVIII. And be it further enacted, That when and so soon as the said Company shall have been dissolved, as lastly herein-before mentioned and provided, the Directors for the Time being shall with all convenient Speed wind up the Affairs and Concerns of the Company, and satisfy, discharge, or otherwise sufficiently provide for the Debts and Liabilities of and the Claims on the Company, and shall sell or convert into Money so much of the Property and Effects of the Company as shall not consist of Money at such Times, in such Manner, and upon such Terms as the Directors shall think proper, and for that Purpose shall and may convey, release, assign, and assure unto or otherwise vest in the Purchaser or respective Purchasers thereof, their respective Heirs, Executors, Administrators, and Assigns, the said Property and Effects of the Company, and all the Rights, Powers, and Privileges incident or belonging thereto, and shall cause the Balance of the Assets and Property of the Company

to be divided and paid to and distributed amongst the Persons who shall be the respective Proprietors at the Period of the last-mentioned Dissolution, and their respective Executors, Administrators, and Assigns, rateably and in proportion to their then respective Shares.

Investment of Unclaimed Dividend Fund.

CIX. And be it further enacted, That on any such absolute and entire Dissolution as aforesaid of the said Company the said Company or their Directors for the Time being shall invest the "Unclaimed Dividend Fund" in such Manner as they shall think proper, and shall afterwards from Time to Time pay and transfer the Monies so invested, and the Securities whereon the same shall be invested, unto the Persons who shall respectively claim and show Title to the same; but in case a Claim to the Whole or any Part of the Fund so invested shall not be established within the Period of Six Years, to be computed from the Day of the Dissolution of the said Company, the Directors for the Time being shall divide the same for the Benefit of the Proprietors amongst whom the Capital, Estate, and Effects of the Company shall have been distributed or distributable, pursuant to the Provisions herein-before contained, and in the like Proportions, and thenceforth the Claim of all other Persons to the said Fund or any Part thereof shall be utterly barred and extinguished.

Majority at General Meeting may declare Transactions of Company closed.

CX. And be it further enacted, That upon such absolute and entire Dissolution as aforesaid the Majority of Votes (according to the Rules of voting herein-before contained) present in Person or by Proxy, and voting at any Special General Meeting to be convened for the Purpose, may declare the Accounts and Transactions of the Company finally closed, and the Assets of the Company fully administered, or with such Exceptions as they may specify, and the Directors and all other Parties to be released and discharged, with or without such Exceptions, from all Actions, Suits, Claims, and Demands under or by virtue or in consequence of the Provisions of this Act, and they shall be respectively released and discharged according to such Resolution, and in the Forms and under the Modifications thereof.

Proprietors shall have Preference of Purchases and Leases according to Priority of Application.

CXI. And be it further enacted, That if any Proprietors (including the Directors and other Officers of the Company) shall at any Time during the Continuance of the Company be desirous of purchasing or taking on Lease from the Company any Plot or Plots of Land, or any Messuages or other Buildings belonging to the Company which the Board of Directors shall have determined or shall determine to sell or demise respectively, as the Case may be, and of such Desire shall give Notice in Writing to the Board of Directors, specifying the Price or Rent, as the Case may be, which such Proprietor shall be willing to give, and containing such other Particulars as such Proprietor may think proper, and shall leave such Notice at the principal Office of the Company in *Manchester*, the Offer of such Proprietor contained in such Notice shall be entered by the Clerk or Secretary in a Book to be kept for that Purpose, in which shall be stated the Date and Hour on which such

such Notice was delivered at such Office, and the same shall be laid before the Board of Directors at their next weekly Meeting; and if the Price or Rent, as the Case may be, which shall be so offered in such Notice, shall be equal in Amount to the Price or Rent respectively then required by the Board of Directors, and if the Proprietor shall agree to enter into such reasonable and proper Covenants, Conditions, Stipulations, and Agreement relative to such Purchase or Lease respectively as the Board of Directors may require in Writing, such Proprietor shall be accepted as a Purchaser or Tenant, as the Case may be, and every proper and necessary Conveyance, Lease, or other Assurance shall with all convenient Speed be made and executed for completing such Purchase or Lease respectively at the Expence of such intended Purchaser or Lessee; provided that any other Proprietor or Proprietors shall have previously delivered in manner aforesaid a similar Notice or Offer in which the Price or Rent offered shall be of an Amount equal with or greater than the Price or Rent specified in any subsequent Notice or Offer, and shall also, within Seven Days after Application in Writing for that Purpose from the Board of Directors (and which Application the Board is hereby required to make without Delay when and so soon as any second or subsequent Offer shall have been sent in as aforesaid) agree to enter into such reasonable and proper Covenants, Conditions, Stipulations, and Agreements relative to such Purchase or Lease respectively as the Board of Directors may require, and as may have been acceded to by the Proprietor making such subsequent Offer, then and in such Case the Proprietor or Proprietors making and delivering such first or previous Notice or Offer shall be entitled to the Right or Option of taking any such Purchase or Lease as aforesaid at the Price or Rent respectively specified in his or their Notice or Offer as aforesaid, and under and subject to such Covenants, Conditions, Stipulations, and Agreements as aforesaid.

Notices to Proprietors and their Representatives.

CXII. And be it further enacted, That every or any Notice to Proprietors required to be given by this Act, and the Mode of giving which is not herein otherwise provided for, shall be by Letter written or printed in the Name of the Clerk or Secretary for the Time being, or other Person acting in his Office, and be put into the Post Office at *Manchester*, directed to such Proprietors according to the existing Entry in the Register Book of Proprietors, and shall for all the intended Purposes thereof be deemed effectual Notice, and binding upon each and every Proprietor to whom the same shall be so addressed; and also that the Executors and Administrators of every deceased Proprietor, and the Assignees of every bankrupt or insolvent Proprietor, and the Committee of every lunatic Proprietor, shall be bound by such Notice until Notice of the Death, Bankruptcy, Insolvency, or Lunacy of such Proprietor shall have been given or left at the Office of the Company, and the Name and Residence of the Representatives of such Proprietor shall have been also left at such Office.

Directors shall not be personally liable for Acts legally done by them as Directors.

CXIII. And be it further enacted, That none of the Directors of the said Company hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of their or any of their being Parties or a Party to, or making, signing, or executing in their or his Capacity of Directors or Director of the said Company, pursuant to this Act, any Contract, Covenant, Agreement, Assignment, Demise, Conveyance, Mortgage, Bond, Promissory Note, or other Security for and on behalf of the Company, or otherwise lawfully executing any of the Powers and Authorities given to them or any of them by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors or any of them shall not, by reason or on account or in consequence of any such Contract, Covenant, Agreement, Assignment, Demise, Conveyance, or Security so entered into or made or signed or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in Execution, but that in every such Case any Person making any Claim or Demand or Complaint upon or against the said Company, or upon any Director thereof, under or by virtue of any such Contract, Covenant, Assignment, Demise, Conveyance, Mortgage, Bond, Promissory Note, or other Security, or other lawful Act or Acts, may sue, implead, and prosecute the said Company in the Name of their Treasurer or any One of the Directors, as provided by this Act, in like Manner as if such Contract, Covenant, Agreement, Demise, Conveyance, Assignment, or Security had been entered into and executed by such Treasurer or Director for and on behalf of the said Company, or such other Act had been done by him; and the Party so suing, impleading, or prosecuting shall be entitled to the same Remedies as are provided by this Act in Cases where Authority is hereby given to sue and implead the said Company in the Name of the Treasurer or any one of the Directors thereof, but not to any further or other Remedy whatsoever.

Acts of Directors to be valid although not duly appointed, &c.

CXIV. Provided also, and be it further enacted, That all Acts, Deeds, and Things done or executed at any Meeting of the Directors by any Person acting as a Director of the said Company shall, notwithstanding it may afterwards be discovered that there was some Defect or Error in the Appointment of such Director, or that such Director was disqualified, or being an interim Director was disapproved of by an annual General Meeting of Proprietors, be as valid and effectual as if such Person had been duly appointed, and was qualified to be a Director.

Company may place Gates, Fences, &c. at Entrances of the Park, &c.

CXV. Provided always, and be it further enacted, That nothing herein contained shall extend, or be construed, adjudged, deemed, or taken to extend, to prevent or preclude the said Company or their Directors from erecting, building, fixing, putting, and placing any Fence, Gate, Posts, or Rails, and Gate-house, at all or any of the

the Entrances to or Outlets from the said Park, or at the End or Extent of or Outlet from any of the Streets, Squares, Crescents, Lanes, Avenues, and Places which shall be erected or made upon the Lands so purchased or to be purchased by the Company as aforesaid, for the Purpose of preventing any Waggons, Carts, or other heavy Carriages from passing or repassing through the same Park, Streets, Squares, Crescents, Lanes, Avenues, and Places, or any of them respectively, or to prevent or hinder the said Company or their Directors, at their free Will and Pleasure, from removing, taking, and carrying away all or any of the said Fences, Gates, Posts, or Rails, and Gate-houses which shall have been erected, built, fixed, put, and placed, and from substituting others in the Place of those from Time to Time so removed, taken, and carried away.

Inclosures of Park, &c. may be used by Inhabitants, &c.

CXVI. And be it further enacted, That the Centres, Areas, and Middle Spaces of the said Park, Squares, and Crescents respectively herein-before authorized to be made, inclosed, and laid out as aforesaid shall and may be used and enjoyed by the several Inhabitants of the same Park, Squares, and Crescents respectively, and by such other Persons as the Directors for the Time being may for that Purpose authorize, at such Times, in such Manner, and according to such Rules, Orders, and Regulations, as the Directors for the Time being shall direct and establish pursuant to the Provisions of this Act.

Penalty on Persons making, selling, or using Keys for opening Gates of Park, &c. without Permission of Directors.

CXVII. And be it further enacted, That if any Person shall make or cause to be made any Key for the Purpose of opening any Lock affixed on or to the Gate or Gates of the said Park, or the Centres, Areas, or Middle Spaces thereof, or of any of the said Squares or Crescents respectively, without the Permission in Writing of the Company or their Directors, or shall sell or cause or procure to be sold without such Permission as aforesaid any such Key to any Person whomsoever, or shall knowingly use any Key so unlawfully made or sold in opening any such Lock as aforesaid, every Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds; and the Gardeners or Keepers of such Park, Squares, or Crescents respectively appointed by the Company or their Directors are hereby authorized and empowered to seize, detain, and keep any such Key as aforesaid, and to cause the Person so making or selling or causing or procuring to be made or sold such Key as aforesaid to be summoned before some Justice of the Peace for the said County of *Lancaster*, to be dealt with according to Law.

Penalty on Persons committing Damage, Nuisances, &c., or behaving disorderly in Park, &c.

CXVIII. And be it further enacted, That if any Person shall wilfully commit any Spoil, Waste, Damage, Depredation, Annoyance, Disorder, or Nuisance in, to, upon, or about the said Park, Streets, Squares, Crescents, Lanes, Avenues, and Places, or the Paths, Walks, Grass Plots, Shrubberies, or Fences of any of the Centres, Areas, Middle Spaces, or Frontages of the said Park, Streets, Squares, Crescents, Lanes, and Avenues respectively, or shall by riotous, disorderly,

derly, or wilful Misbehaviour molest or interrupt the free Passage of any Person using or passing along the said Park, Streets, Squares, Crescents, Lanes, and Avenues, Centres, Areas, Middle Spaces, and Frontages respectively, then and in every such Case the Person so offending shall forfeit and pay to the said Company for every such Offence such Sum of Money, not exceeding Five Pounds, as any Justice of the Peace for the said County of *Lancaster* shall in that Behalf direct, and also such further Sum of Money as a Compensation for the Damage and Costs which shall have been occasioned by such Offence as such Justice shall in that Behalf award; and such Offender shall and may be apprehended by the Gardener or Gardeners, Keeper or Keepers of the said Park, Streets, Squares, Crescents, Lanes, Avenues, and Places respectively, who may convey such Offender before some Justice of the Peace of the said County of *Lancaster*, to be dealt with according to Law.

Justices may proceed by Summons for Recovery of Penalties.

CXIX. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any One Justice of the Peace, it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against this Act to summon before him the Party complained against, and upon such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing shall have been exhibited before such Justice; and all such Proceedings by Summons without Information in Writing shall be as valid and effectual to all Intents and Purposes as if an Information in Writing had been exhibited.

Justices may convict Offenders brought before them without Summons.

CXX. And be it further enacted, That in every Case in which any Person offending against this Act shall, by virtue of the Powers contained in this Act or any of them, be seized and carried before any One or more Justice or Justices of the Peace for the said County of *Lancaster*, the Justice or Justices before whom such Offender shall be carried is or are hereby authorized and required to hear and determine the Matter of Complaint against such Offender, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture which he may have incurred.

Recovery and Application of Penalties.

CXXI. And be it further enacted, That all Penalties and Forfeitures hereby inflicted, the Manner of levying, recovering, and applying whereof is not herein otherwise directed, shall, upon Proof of the Offences respectively before any Justice of the Peace for the said County Palatine of *Lancaster*, either by Confession of the Party offending, or by the Oath or Affirmation (being a Quaker) of any credible Witness or Witnesses (which Oath or Affirmation such Justice is in every such Case hereby authorized to administer), be levied, together with the Costs attending the Information or Conviction, by Distress and Sale of the Goods and Chattels of the Party offending, by Warrant under

under the Hand and Seal of such Justice (which Warrant such Justice is hereby empowered and required to grant); and the Overplus (if any) of the Monies to be levied by such Distress and Sale, after such Penalties and Forfeitures, and the Charges of such Information, Conviction, Distress, and Sale, shall have been deducted, shall be returned, upon Demand, unto the Owner of such Goods and Chattels; and the Monies arising by such Penalties and Forfeitures respectively, when paid or levied, shall be from Time to Time paid to and make Part of the Funds of the said Company; and in case such Penalties and Forfeitures respectively shall not be paid forthwith upon Conviction, then it shall be lawful for such Justice to order the Offender so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant of Distress, unless the said Offender shall give sufficient Security to the Satisfaction of such Justice for his Appearance before him on such Day as shall be appointed for the Return of such Warrant of Distress, such Day not being more than Seven Days from the Time of taking any such Security, and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had whereupon to levy the said Penalties and Forfeitures and such Costs as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of any Justice, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods or Chattels whereupon such Penalties, Forfeitures, Costs, and Expences can be levied if a Warrant of Distress were issued, such Justice shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for any such Justice of the Peace, and he is hereby authorized and required, by Warrant under his Hand and Seal, to cause such Offender to be committed to the Common Gaol or House of Correction of the Hundred of *Salford*, there to remain for any Time not exceeding Three Calendar Months, unless such Penalties and Forfeitures and all reasonable Charges shall be sooner paid, in which Case such Offender shall be discharged therefrom on Payment of such Penalties, Forfeitures, and Charges.

Damages and Costs to be recovered in the same Manner as Penalties.

CXXII. And be it further enacted, That in every Case in which any Sum by virtue of this Act shall be awarded or determined by any Justice or Justices as a Compensation for any Destruction, Damage, or Injury shall not be paid on the Conviction of the Offender, the Justice or Justices who shall have so awarded or determined, or any Justice or Justices for the said County of *Lancaster*, is or are hereby authorized and required to cause such Sum to be levied and paid by Distress and Sale of the Offender's Goods and Chattels, in the same Manner precisely as is by this Act directed in regard to the levying and Payment of Penalties and Forfeitures.

Distress not unlawful for Want of Form.

CXXIII. And be it further enacted, That where any Distress shall be made for any Sum of Money to be levied by virtue of this Act, such Distress shall not be deemed unlawful, nor shall the Party making the same be deemed a Trespasser, on account of any Defect or

Want of Form in any of the Proceedings relating thereto, nor shall the Party making the same be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by the Party distraining, but the Person aggrieved by such Irregularity shall and may recover full Satisfaction for the special Damage only in an Action on the Case.

Form of Conviction.

CXXIV. And for the more easy and speedy Conviction of Offenders against this Act, be it further enacted, That the Justice or Justices before whom any Person shall be convicted of any Offence against this Act shall and may cause the Conviction to be drawn up according to the following Form; *videlicet*,

'BE it remembered, That on the Day of in the Year of our Lord
'is convicted before me the Justice, [*here specify the Offence, and the Time and Place when and where committed, as the Case may be*], contrary to an Act passed in the Year of the Reign of King *William* the Fourth, intituled [*here insert the Title of this Act*]. Given under my Hand and Seal the Day and Year first above written.'

Appeal.

CXXV. And be it further enacted, That it shall be lawful for any Person who shall think himself aggrieved by the Conviction of any Justice for any Offence or Offences against this Act, to appeal to the Justices of the Peace assembled at the next General Quarter or intermediate Sessions, or any Adjournments thereof, to be holden for the Hundred of *Salford*, on giving Eight Days Notice in Writing of such Appeal and the Cause thereof to the Clerk or Secretary of the said Company, and also giving Security to the Satisfaction of a Justice of the Peace for the Payment of the Penalty in case the Appeal should be against a Conviction, and such Conviction should be confirmed, and also entering into a Recognizance before such Justices, with Two sufficient Sureties, conditioned for prosecuting the said Appeal with Effect, and abiding the Determination of the Court thereon; and such Justices in such General or Quarter or intermediate or adjourned Sessions shall hear and determine the Matter of such Appeal, and may either confirm or quash the Conviction, or mitigate any Fine, Penalty, or Forfeiture, and may order the Money to be returned which shall have been levied in pursuance of such Determination, and award such Costs to either Party as to them the said Justices shall seem just and reasonable; and the Decision of the said Justices therein shall be final, binding, and conclusive; and it shall be lawful for such Justices by Warrant under the Hands and Seals of any Two or more of them to cause the Costs which shall be so awarded to be levied by Distress and Sale of the Goods and Chattels of the Party liable to pay the same, rendering the Overplus, if any, of the Monies to be levied by such Distress and Sale, upon Demand, to the Owner of such Goods and Chattels, after deducting the reasonable Charge of such Distress and Sale.

Proceedings not to be quashed for

CXXVI. And be it further enacted, That no Conviction, Order, or Determination on any Appeal in pursuance of this Act shall be quashed

quashed or vacated for Want of Form only, or be removed or removeable into any of His Majesty's Courts of Record at *Westminster* by Certiorari or any other Writ or Process whatever; any Law, Statute, or Usage to the contrary notwithstanding. Want of Form, or removed by Certiorari.

CXXVII. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or wrongful Proceeding made or committed in execution of this Act if Tender of sufficient Amends shall be made by or on the Behalf of the Party who shall have committed or caused to be committed any such Irregularity, Trespass, or wrongful Proceeding, before such Action brought; and in case no such Tender shall have been made, it shall be lawful for the Defendant in any such Action, by Leave of the Court wherein such Action shall be depending, at any Time before Issue joined, to pay into Court such Sum of Money as he shall see fit, whereupon such Proceedings or Order and Judgment shall be made or given by such Court as in other Actions in which the Defendant is allowed to pay Money into Court. Plaintiff not to recover after Tender of Amends.

CXXVIII. And be it further enacted, That no Action or Suit shall be commenced or brought against any Person for any thing done in pursuance of this Act, or of any of the Powers hereby given, until Thirty Days Notice shall have been thereof given in Writing to the Defendant or his Attorney, and signed by the Attorney for the Plaintiff, specifying the Cause of such Action, or after Satisfaction or Tender of Amends shall have been made to the Party aggrieved or his Attorney by or on the Behalf of the Defendant, or after Six Calendar Months next after the Cause of such Action shall have arisen; and every such Action or Suit shall be brought and tried in the County where the Cause of Action shall have arisen, and not elsewhere; and the Defendant in every such Action or Suit shall and may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and by virtue of this Act; and if the same shall appear to be so done, or if such Action or Suit shall be brought before Thirty Days Notice shall be given as aforesaid, or after sufficient Satisfaction made or tendered as aforesaid, or after the Time herein-before limited for bringing the same, or shall be brought in any other County or Place than as aforesaid, then the Jury shall find for the Defendant; and upon such Verdict, or if the Plaintiff become Nonsuit, or shall discontinue his Action or Suit after the Defendant shall have appeared, or if upon Demurrer Judgment shall be given against the Plaintiff, then the Defendant shall recover Costs of Suit, and have such Remedy for the same as any Defendant or Defendants hath or have for Costs of Suit in other Cases at Law. Limitation of Actions.

CXXIX. And be it further enacted, That in all Cases wherein it may be requisite or necessary for any Person or Party to serve any Notice or any Writ or other legal Proceedings upon the said Company, the Service thereof upon the Clerk or Secretary to the Company, or any Agent or Officer employed by the said Directors, or leaving the same at the Office of such Clerk or Secretary, Agent or Officer, What shall be sufficient Service of Notice on Company.

Officer, or at his last or usual Place of Abode, or upon any one of the said Directors, or Delivery thereof to some Inmate at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the Company or their Directors.

Saving of Manorial Rights.

CXXX. Provided always, and be it further enacted, That all and every the Manorial and other Rights, Privileges, and Immunities whatsoever of all and every the Lords and Ladies, Lord and Lady of Manors or Lordships of and in which any Lands or Grounds to be taken for the Purposes of this Act shall be situate, shall be and they hereby are saved and reserved to them and every of them, and to all Persons whomsoever seised or possessed thereof or interested therein, in as ample and beneficial a Manner as if this Act had not been passed.

Rights of John Dickenson, Esquire, under certain Covenants not to be affected.

CXXXI. Provided always nevertheless, and it is further enacted, That nothing in this Act contained shall in any manner interfere with or prejudice the Rights or Interest of *John Dickenson* of *Devonshire Place* in the County of *Middlesex*, Esquire, his Heirs, Executors, Administrators, or Assigns, or the Person or Persons for the Time being entitled to the *Birch* Estate, Part of which Estate is included in the Schedule hereunto annexed, nor in any Manner to extend to or affect any of the Roads or Streets through or over such Land, or any of the Covenants, Conditions, or Agreements contained in any Demise or Conveyance of any Parts of the same Estate from the said *John Dickenson* Esquire, but that the same shall remain and be as valid and effectual in all respects as though this Act had not been passed: Provided nevertheless, and the said Directors are hereby authorized and empowered to enter into any Agreement or Covenant and make such Arrangement with the said *John Dickenson*, his Heirs or Assigns, or the Person or Persons for the Time being entitled to the said *Birch* Estate as aforesaid, for the Diversion or Alteration of any Roads, Streets, or Ways, as to the said Directors shall seem fit.

Rights of Mr. Froggott to a Plot of Land not to be affected.

CXXXII. Provided also, and be it further enacted, That nothing herein contained shall extend either directly or indirectly to defeat, prejudice, or affect the Estate, Right, Title, or Interest of *William Froggott* of *Manchester* in the County of *Lancaster*, Painter, his Heirs, Executors, Administrators, or Assigns, to or in respect of a certain Plot, Piece, or Parcel of Land and Hereditaments, surrounded by the Lands comprised in the Schedule to this Act, belonging or alleged to belong to him the said *William Froggott*, and not sold to the Company, or in anywise to defeat, prejudice, or injure any Right of Road or Way to or from the said Piece or Parcel of Land, or any other Privilege or Advantage whatsoever belonging or appertaining to the same Land or any Part thereof, which the said *William Froggott*, his Heirs, Executors, Administrators, or Assigns, is or are or shall be entitled to use, occupy, possess, or enjoy under or by virtue of the original Purchase of the same Lands, or otherwise howsoever.

CXXXIII. And

CXXXIII. 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. Public Act.

The SCHEDULE to which this Act refers.

SCHEDULE of LAND situate in the TOWNSHIPS of MOSS-SIDE, RUSHOLME, and CHORLTON-CUM-MEDLOCK, in the Parish of MANCHESTER, purchased by the VICTORIA PARK COMPANY.

No. of Plot.	Land of whom purchased.	Situation.	Quantity in Square Yards.
1	Mr. Cobden - - -	Township of Moss-side - -	10,245
2	Mr. Moore - - -	Ditto - -	4,916
3	Mr. Leicester - - -	Ditto - -	6,054
4	Mr. Brown - - -	Ditto - -	5,964
5	Mr. Leicester - - -	Ditto - -	7,840
6	Ditto - - -	—— Rusholme - -	3,123
7	Ditto - - -	Ditto - -	3,331
8	Ditto - - -	Ditto - -	51,762
9	Mr. Adshead - -	—— Chorlton on Medlock	22,530
	Ditto - - -	—— Moss-side - -	61,700
10	Mr. Moore - - -	Ditto - -	10,370
11	Mr. P. Leicester and others -	—— Rusholme - -	85,565
12	Mr. Brown - - -	—— Moss-side - -	10,960
13	Mr. Moore - - -	Ditto - -	11,106
14	Mr. Goadsby - - -	Ditto - -	11,390
15	Mr. Alderson - - -	—— Rusholme - -	47,366
16	- - - -	Ditto - -	—
17	Mr. Agnew - - -	Ditto - -	45,636
18	- - - -	Ditto - -	—
19	Mr. S. Satterthwaite -	Ditto - -	18,230
20	Mr. Adshead - - -	Ditto - -	21,446
21	Mr. Walker - - -	Ditto - -	15,560
22	Mr. Adshead - - -	Ditto - -	11,555
23	Mr. Fowden - - -	Ditto - -	9,197
24	Mr. Potter - - -	Ditto - -	8,238
25	Mr. W. Satterthwaite -	Ditto - -	9,045
26	Mr. Leadbeater and others -	Ditto - -	27,160
27	Mr. Lane - - -	Ditto - -	11,565
28	Mr. Leicester and others -	Ditto - -	37,547
29	Mr. Leadbeater - -	Ditto - -	4,823
30	Mr. Harbottle - - -	Ditto - -	19,590
31	Mr. Yates - - -	Ditto - -	16,175
32	Mr. Lacy - - -	Ditto - -	14,808
33	Mr. Lacy and another -	Ditto - -	23,840
34	Mr. Leicester and others -	Ditto - -	17,965
35	Ditto - - -	Ditto - -	23,640
36	Mr. H. M. Satterthwaite -	Ditto - -	6,374
37	Mr. Mayson - - -	Ditto - -	12,051
		Square Yards -	708,667

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