



ANNO QUINQUAGESIMO SECUNDO

# GEORGI II. REGIS.

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## Cap. 19.

An Act for altering and enlarging the Powers of an Act of His present Majesty, for rebuilding the late Theatre Royal *Drury Lane*. [20th March 1812.]

**W**HEREAS by an Act passed in the Fiftieth Year of the Reign of His present Majesty, intituled *An Act for rebuilding the late Theatre Royal Drury Lane, upon the Conditions and under the Regulations therein mentioned*; it was enacted, That the several Persons therein named, together with such other Person and Persons as should subscribe towards raising the Capital Sum thereafter mentioned, and their several and respective Successors, Executors, Administrators and Assigns, being a Proprietor or Proprietors of any Share or Shares in the Undertaking therein referred to, paying and contributing to the Capital Sum to be raised as thereafter mentioned, should be, and they were thereby accordingly united into a Company for erecting the said Theatre and surrounding Buildings, and carrying into Execution the Purposes of the said Act, and should for that Purpose be one Body Corporate and Politic, by the Name and Style of 'The Theatre Royal *Drury Lane* Company of Proprietors,' and by that Name should have perpetual Succession and a Common Seal, and by that Name should and might sue and be sued: And it was further enacted, That it should be lawful to and for the said Company of Proprietors, to raise and contribute, in such Proportions as they should think proper, any Sum or Sums of Money, not exceeding in the whole the Sum of Three hundred thousand Pounds; which said Sum or Sums of Money should be laid out and applied, in the first Place, in discharging the Expenses of obtaining and passing the said Act, and of the Surveys, Plans and Estimates, and other incidental Expenses relating thereto; and in the next Place, in Payment to certain Persons therein named, of such Sum or

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[Loc. & Per.]

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Sums

Sums of Money as might be due and owing to them in respect of their Shares, Rights and Interests, in certain Letters Patent granted by His late Majesty King *Charles* the Second, to *Thomas Killigrew* Esquire; and in the next Place, in making due and just Payment or Compensation to the Renters and several other Claimants on the said Property, upon such Terms as the said Claimants and the said Company of Proprietors should agree; and thirdly, in purchasing the entire Property and Interests of the present Proprietors and Parties beneficially and ultimately interested in the Property of the said late Theatre Royal *Drury Lane*, and the Profits and Property thereof; and then for and towards rebuilding, erecting and finishing a new Theatre, and the surrounding Buildings and Improvements necessary thereto, and in purchasing, making and completing the Scenery, Machinery, Wardrobe, Furniture, Music, Decorations and other Appendages, or otherwise for carrying the said Act into Execution: Provided that in case the said Company of Proprietors should not contract and agree with all the Persons interested in the said Theatre and other Property, for the Purchase of such several Interests, within the Term of Two Years from the passing of the said Act, then and in such Case the said Act, and all the Matters and Things therein contained, should become null and void: And it was thereby further enacted, That for better forwarding the Purposes of the said Act, and the Interest of the said Company, there should be a Committee of Ten Proprietors, and that the Persons therein named should be the First Committee; and the said Committee were thereby authorized to add any Number of Proprietors not exceeding Eleven to the said Committee; and the said Committee were thereby also authorized to arrange and complete Terms of Settlement and Compensation with the several Claimants on the said Property, and to determine upon and select the Plan for rebuilding, and to make Contracts and Bargains for erecting the said Theatre, as hereinafter is mentioned; and also for arranging the Terms upon which all Rights and Interests of the then Proprietors should be made over to the said intended Company of Proprietors, and all other necessary Purposes: And the said Committee were by the said Act also empowered to arrange the Terms upon which a limited Number of Private Boxes might be let, should the said Committee find it advisable and expedient for the Completion of the Plan: And it was also enacted, and the First Committee which should meet under the Act were thereby directed to form and arrange a Plan for the future Government and Conduct of the Theatre Property, to be submitted to a General Meeting of the said Company, to be specially called by Advertisement in the *London Gazette*, and such of the *London* Newspapers as the said Committee should think proper, at least Three Months previous to the opening of the said Theatre: And whereas the Committee of the said Company of Proprietors nominated and appointed in and by virtue of the said recited Act, have proceeded in the Execution of the Powers thereof; but several of the Provisions of the same Act have been found inadequate to the several Purposes thereby intended, and it is expedient that the same should be altered, amended and enlarged; and it would tend greatly to facilitate the Execution of the Purposes intended to be provided for by the said Act, if certain Parts thereof were repealed, and further and better Provisions granted: 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 so much of

For repealing  
so much of  
the last Act as

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the said Act as enacts and provides that the same, and all the Matters and Things therein contained, shall be null and void, in case the said Company of Proprietors shall not have contracted and agreed with all the Persons interested in the said late Theatre and other Property, for the Purchase of such several Interests within the Term of Two Years from the passing of the said Act, shall be and the same is hereby repealed.

declares it to be void, in case the Company shall not have agreed with all the Persons interested in the Theatre within Two Years.

II. And be it further enacted, That it shall and may be lawful for the said Company of Proprietors, and they are hereby empowered at any Time or Times from and after the passing of this Act, to contract and agree with, and make due and just Payment or Compensation to such Renters, Annuitants, and other Claimants on the said Theatre and Property, whose Claims shall not have been adjusted previous to the passing of this Act, upon such Terms as such Renters, Annuitants, and other Claimants, and the Committee for the Time being of the said Company of Proprietors, shall agree; any Thing in the said recited Act contained to the contrary notwithstanding.

Compensations to be made for Claims after the passing this Act.

III. Provided always, and be it further enacted, That when and immediately after the said intended new Theatre shall have been completed and opened for the Representation of Plays, if any Renters, Annuitants, or other Persons having Claims upon the late Theatre, and the Patents and Property thereto belonging (except the Renters or Claimants commonly called New Renters) shall not have been discovered by the said Committee, or whose Title or Titles shall be doubtful or disputed, it shall and may be lawful for the said Committee, and they are hereby authorized, by and from the Money so subscribed, and to be subscribed, to lay out and invest in the Names of the Trustees of the said Company of Proprietors for the Time being, in the Three Pounds *per Centum* Consolidated Bank Annuities, such Sum or Sums of Money as shall be adequate to the making Compensations to such undiscovered Renters, Annuitants, or other Claimants respectively, upon such and the like Terms, and according to the like Rate of Compensation as shall have been agreed upon and accepted by the Majority of Persons having similar Interests or Claims upon the said Theatre and other Property; and that the Dividends of the Annuities so to be purchased, and of the Accumulations thereof, shall from Time to Time, as the same shall arise, be received and be in like Manner laid out and invested in such Annuities; and that the Person or Persons for whom or for whose Benefit such Compensation or Compensations respectively shall have been so invested, his, her, or their respective Executors, Administrators or Assigns, shall from Time to Time, upon Application duly made to such Committee for the Time being, be as effectually entitled to have and receive the respective Proportions of such Three Pounds *per Centum* Consolidated Bank Annuities, and the Dividends and Accumulations thereof, as if he, she, or they had originally agreed to accept and take such Compensation or Compensations, (the respective Interests, Claims and Titles of such Claimants respectively upon and to the said late Theatre, and the Patents and Property thereto belonging, having been first ascertained and manifested to the Satisfaction of the Committee for the Time being of the said Company of Proprietors, or their Counsel learned in the Law); and thereupon the same shall be transferred unto him, her or them respectively.

For making Provision respecting undiscovered Claimants.

Compensa-  
tions, when  
accepted, to  
be a Discharge  
for such  
Claims.

IV. And be it further enacted, That such Annuities to be invested as and for such Compensation or Compensations as aforesaid, when the same shall have been transferred to the Person or Persons respectively entitled to have and receive the same, is and are hereby declared to be in full Satisfaction and Discharge of such respective Interests and Claims, and the same and each and every of them so compensated shall cease; and the said intended new Theatre, and the Property and Patents which belonged and appertained to the said late Theatre, shall be for ever discharged therefrom, and of and from all Arrears due and owing on account of the same respectively.

If any Claim-  
ant shall have  
commenced  
Proceedings  
in respect of  
their Claims,  
or give No-  
tice that they  
will not ac-  
cept such  
Compensa-  
tion, the  
Stock and  
Accumula-  
tions to be  
transferred to  
the Company  
in Augment-  
ation of the  
Fund herein-  
after directed  
to be created.

V. Provided always, and be it further enacted, That whenever any Annuitant or Annuitants, Renter or Renters, or other Claimant or Claimants, or his, her, or their respective Executors, Administrators or Assigns, shall have commenced any Action at Law, or Suit in Equity, or other Proceeding, for or in respect of his, her, or their Claim or Claims, or shall have given Notice in Writing to the said Committee of his her, or their Intention so to do, except any Action or Suit for the Purpose of establishing his, her, or their Title or Titles to such Compensation or Compensations, or any Part thereof, or shall have given Notice in Writing to the said Committee of his, her, or their Refusal to take or accept such Compensation or Compensations as aforesaid, it shall and may be lawful for the Trustees of the said Company for the Time being, and they are hereby empowered to transfer the Proportion of every such Annuitant, Renter, or Claimant of such Three Pounds *per Centum* Consolidated Bank Annuities, and the Accumulations thereof, to the general Fund herein-after directed to be created for the further Insurance of the said intended new Theatre and the Property thereto belonging from Fire, and in Augmentation thereof, and to be applicable to all such and the same Uses, Intents and Purposes; as the said Fund so to be created is herein-after directed to be applied.

Company au-  
thorized to  
fulfil the  
Agreements  
with the New  
Renters, &c.

VI. And be it further enacted, That it shall and may be lawful for the Committee for the Time being of the said Company of Proprietors, and they are hereby authorized to grant, make, and execute any Deed, Instrument or Writing, Deeds, Instruments or Writings, for granting to such of the Persons commonly called New Renters respectively as shall have agreed to accept the same, an Annuity or Rent Charge of One Shilling and Three-pence for each Night of Performance at the said intended new Theatre, and free Admission thereto, and for fulfilling and accomplishing the several Articles, Stipulations and Conditions contained in certain Agreements entered into by such New Renters, according to the true Intent and Meaning thereof (subject as herein-after is mentioned) as by the said Committee of the said Company of Proprietors, and the Committee of the said New Renters, or their respective Counsel learned in the Law, shall be deemed necessary.

Rent Charge  
and Right of  
Admission to  
be a Charge  
upon the  
Theatre.

VII. And it is hereby further enacted, That the said several Persons respectively, their respective Executors, Administrators or Assigns, shall hold, take, receive and enjoy the said Rent Charges or Rent Charge of One Shilling and Three-pence, and Right of Admission, with the Remedies and Powers for recovering, holding, and receiving the same, according to the Deed, Instrument or Writing, Deeds, Instruments or Writings

Writings to be executed in pursuance of this Act; and every such Rent Charge and Right of Admission shall, from and immediately after the said intended new Theatre shall have been built, and opened for the Representation of Theatrical Performances, be and remain a Charge upon the said Theatre and the Property thereof; any Thing in the said recited Act or this Act contained to the contrary notwithstanding.

VIII. And be it further enacted, That it shall and may be lawful for the Committee for the Time being of the said Company of Proprietors, and they are hereby empowered at any Time from and after the passing of this Act, to contract and agree with such of the Claimants commonly called New Renters, as shall not have been agreed with, upon such Terms as the Majority of the New Renters have consented to accept and take; and in and by the same or any other similar Deed, Instrument or Writing, to grant a like Rent Charge of One Shilling and Three-pence for each Night of Performance at the said intended new Theatre, and free Admission thereto, to and for the Use and Benefit of such New Renters as the said Committee shall so contract with, but subject to the Directions herein contained respecting such Agreements and Claims.

Empowering  
Committee to  
contract with  
New Renters.

IX. And be it further enacted, That if any of the said Claimants called New Renters shall not have been discovered, or shall not by the said Committee have been agreed with at the Time when the said Nightly Rent Charges of One Shilling and Three-pence shall become payable, or within Three Calendar Months next thereafter, then the said Committee for the Time being of the said Company of Proprietors may and they are hereby authorized and empowered to lay out and invest in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, in the Names of the Trustees for the Time being of the said Company of Proprietors, so much Money as would have become due and payable in respect of the Nightly Performances to the New Renters who shall not have been discovered, or shall not have been agreed with, in case they should respectively agree to accept such Compensations as aforesaid for their respective Claims, to be transferred and paid, with the Dividends and Accumulations thereon, to the Person or Persons respectively claiming as New Renters, upon their respectively agreeing and consenting to accept such Compensations, such Persons respectively having first manifested their Title to the same to the Satisfaction of the said Committee, or their Counsel learned in the Law; but subject nevertheless to the several Provisions herein-after contained respecting such Claimants as shall not have been discovered.

Committee to  
make Provi-  
sion for undis-  
covered New  
Renters.

X. And be it further enacted, That from and after the Execution of the said Deed or Deeds, Instrument or Instruments in Writing for securing the Payment of the said Nightly Rent Charges of One Shilling and Three-pence, and Right of Admission, the several Rent Charges of Two Shillings and Sixpence for every Night of Performance at the said late Theatre, and Right of Admission, granted in pursuance of a certain Indenture bearing Date the Fourteenth Day of *June* One thousand seven hundred and ninety-three, so far as regards the Parties consenting to accept the said Compensation of One Shilling and Three-pence nightly, and Right of Admission shall cease; and the said intended new Theatre, and the Property and Patents thereto

After the Exec-  
ution of the  
Deed of such  
Rent Charges  
and free Ad-  
missions, the  
former Rent  
Charge and  
Admission (so  
far as regards  
the Parties  
consenting)  
and all Arrears  
to cease, and

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belonging,

the Theatre to be discharged therefrom, belonging, shall be for ever discharged therefrom, and of and from all Arrears thereof.

Such New Renters as have not been discovered, or who shall not have accepted the Compensation, may resort to such Remedies as they were entitled to before the passing of the said Act.

That Agreements entered into with the Claimants, shall be valid.

That Agreements (except with New Renters) may in certain Cases be made void.

Claimants who shall not agree to take Compensation may resort to the same Remedies as they were entitled to immediately before the

XI. Provided always, and be it further enacted, That every Person claiming as a New Renter, who shall not have agreed to accept such Compensation or Compensations as is and are herein-before described, his, her, and their respective Executors, Administrators, or Assigns, shall be entitled to, and may use or exercise all such Right and Remedy at Law or in Equity for the Recovery of his, her, or their Right, Interest, or Claim, as he, she, or they would have been entitled unto if the said recited Act or this Act had not been passed; any Thing in this Act, or in the said recited Act to the contrary notwithstanding.

XII. And be it further enacted, That as well the said Agreements entered into, by or on the Behalf of the said Committee with the said New Renters, as all and every the Agreements made by the said Committee with any other Annuitant, Renter, or Claimant on the said late Theatre, Patents and Property, and with the several Proprietors and Parties beneficially and ultimately interested in the Property of the said late Theatre and the Profits thereof, shall be good and valid, notwithstanding the same may not be fulfilled and performed on or before the Day or Days respectively appointed for the Performance thereof, so as the same be performed by and on the Part of the said Committee on or before the First Day of *August* One thousand eight hundred and thirteen, and the said intended Theatre shall then have been built and completed, and ready for the Representation of Plays.

XIII. Provided always, and be it further enacted, That in case any Annuitant, Renter, or Creditor, (save and except such New Renters as aforesaid), who shall have signed any or either of the said Agreements, shall within one Month after the passing of this Act, by Notice in Writing under his, her, or their Hand or Hands, to the Secretary of the said Committee, signify his, her, or their Intention, that the Agreements signed or entered into by him, her, or them shall be void, by reason of any Matter or Thing therein contained not being done and performed at the Time or Times limited for that Purpose, that then the Person or Persons giving such Notice shall be discharged from such Agreement not so performed, and he, she, or they shall and may have, use, and exercise such and the same Powers and Remedies at Law or in Equity for the Recovery of the Value of his her, or their Right, Interest or Claim, as he, she, or they would have been entitled to if the said recited Act or this Act had not been made; any Thing in this Act or in the said recited Act to the contrary notwithstanding.

XIV. And be it further enacted, That all and every Person and Persons, Body or Bodies Politic or Corporate, Renter or Renters, Annuitant or Annuitants, save and except such New Renters as aforesaid, having any Right, Title or Interest in or to, or Incumbrance, Charge, Claim or Demand upon the said late Theatre, or the Patents, Scite, or Property or Profits thereof, who have not agreed or shall not agree to accept and take such Compensation or Compensations as aforesaid, shall be entitled to such Rights and Remedies at Law or in Equity as he, she, or they would have been entitled unto for Recovery of the Value of his, her, or their Share or Shares,

Shares, Right or Interest in the same, as he, she, or they would have been entitled to if the said recited Act or this Act had not been made; any Thing in the said recited Act or in this Act contained to the contrary thereof notwithstanding,

passing of this Act.

XV. Provided always, and be it enacted, That it shall and may be lawful to and for each and every Renter, Annuitant, or other Person having or claiming to have any Right, Title or Interest, in, to, or upon any of the Funds or Property of the said late Theatre, and who shall be desirous and willing to accept of such Compensation as aforesaid from the said Company of Proprietors, or their Committee for the Time being, but shall be unable to substantiate such his or her Claim, Right or Title to such Compensation, to the Satisfaction of the said Committee, to commence any Action or Actions, Suit or Suits against the said Company of Proprietors, for the Recovery of such Compensation; and the said Company of Proprietors shall and they are hereby required to pay such Compensation to the Person or Persons who shall by any such Action or Actions, Suit or Suits, have substantiated his, her, or their Claim, Right or Title thereto.

Persons willing to accept of Compensation, but unable to substantiate their Claim thereto to the Satisfaction of the Committee, empowered to bring Actions, &c. for Recovery thereof.

XVI. And be it further enacted, That it shall and may be lawful for the Committee for the Time being of the said Company of Proprietors, to contract and agree with any and every Claimant upon the said Theatre, Property and Patents, for the Grant or Admission to or of such Claimant or Claimants to any Share or any Number of Shares in the said Undertaking partly or wholly in Satisfaction of such Compensation, as the said Committee and the said Claimant or Claimants may agree upon in respect of the Claim or Interest of such Claimant or Claimants in the said Theatre Property; and thereupon such Claimant or Claimants shall be taken and considered to be a Proprietor or Proprietors in the said Undertaking, and shall be entitled to all Profits, Privileges, and Advantages of or in the same, in respect of the Share and Shares to which such Claimant or Claimants shall be admitted, as if he, she, or they had subscribed for and paid the full Sum of One hundred Pounds for each and every such Share; any Thing in the said Act or this Act contained to the contrary thereof notwithstanding.

Claimants may subscribe all or Part of their Compensations, and to be entitled to Admissions the same as other Subscribers.

XVII. And be it further enacted, That the Committee for the Time being of the said Company of Proprietors, or any Five of them, at a Meeting convened for that Purpose, shall, and lawfully may, and they are hereby authorized and empowered to give Bonds as and for the Bonds of the said Company of Proprietors, with their Common Seal affixed thereto, unto the several Persons who may or shall have consented to the Postponement of their respective Claims until after the building of the said intended Theatre shall have been completed, or in Satisfaction of any Debt or Debts incurred or to be incurred for the building, finishing or furnishing the same as Security or Securities for the Payment of any Sum or Sums which may have been agreed to be paid and taken in Satisfaction of such Claim or Claims Debt or Debts respectively; such Bonds to bear Interest at the Rate of Five Pounds *per Centum per Annum* upon the Sums so to be secured by such Bonds respectively, and the Interest thereupon to commence from the Day of the opening of the said intended new Theatre, or from the respective Dates thereof, and the Payment of the Principal Money and Interest upon the said Bonds to be thereby secured out of the Receipts of the

Securities to be given to Claimants who have agreed to postpone their Payments.

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But the Number of Shares to be lessened in Proportion to the Amount of such Securities.

said intended Theatre, at such Periods as shall be agreed upon by the said Committee, and such several Persons respectively; and which said Bond or Bonds, when executed, shall stand next in Priority to the said Nightly Rent Charges of One Shilling and Three-pence, and shall be good and valid, and the same are hereby respectively confirmed; any Thing in the said recited Act contained to the contrary thereof notwithstanding: Provided that such Bonds so given shall lessen the Number of Shares to be taken by the said Company for raising the said Sum of Three hundred thousand Pounds, by the Amount of the Principal Money to be secured by such Bonds.

The Committee not to issue any Bonds for any Sum less than the Amount for which such Bonds purport to be issued.

XVIII. Provided always, and be it further enacted, That it shall not be lawful for the said Committee for the Time being to issue or execute any Bond or Bonds, or to give any Security or Securities under the Common Seal of the said Company, or on their Behalf, in Consideration or Satisfaction for any Sum or Sums less than the Amount of the Sum or Sums for which the said Bond or Bonds shall purport to be issued, and shall have been executed respectively.

Committee may discharge Bonds by Shares of 100l. each, not exceeding the Amount of the Principal Sums for which such Bonds were given.

XIX. Provided always, and be it enacted, That in case the Committee for the Time being of the said Company of Proprietors shall, after the executing and issuing all or any of such Bond or Bonds, be desirous of paying off all or any such Bond or Bonds, or any Part thereof, that then and thereupon, and as often as they shall so think fit, they shall and may be at Liberty, and they are hereby authorized to raise by Subscriptions, by Shares of One hundred Pounds each, any Sum or Sums of Money not exceeding the Amount of the Principal Money due and secured in and by such Bond or Bonds from Time to Time intended to be paid off, and to pay and apply the Money from Time to Time so to be subscribed and raised in paying off and discharging all or any such Bond or Bonds respectively, or any Part or Parts thereof; any Thing in the said recited Act contained to the contrary thereof notwithstanding.

Directing the Application of the Money insured on the Theatre.

XX. And be it further enacted, That all and every Sum and Sums of Money due and owing from any and every the Society or Societies, Company or Companies, established for the Insurance of Buildings or other Property from Fire, in respect of the Insurance of the said late Theatre from Fire, shall be paid to *Samuel Whitbread, Peter Moore, and Harvey Christian Combe*, Esquires, the Trustees named in the said Act, whose Receipt or Receipts, or the Receipt or Receipts of any Two of them, shall be good and sufficient Discharge or Discharges for the same; and such Monies shall, under the Order and Direction of the said Committee, be by the said Trustees laid out and applied in and towards the building and completing of the said intended new Theatre.

Directions for the Application of Money insured on the Wardrobe, &c.

XXI. And be it further enacted, That it shall and may be lawful for any Person or Persons by whom or in whose Name or Names any and every Insurance or Insurances hath or have been made or effected, in, by, or with any and every of the said Society or Societies, Company or Companies, for or in respect of the Wardrobe, Scenery, Machinery or other like Property of or belonging to the said late Theatre, and they are hereby required to pay to the said *Samuel Whitbread, Peter Moore, and Harvey Christian Combe*, the Trustees in the above recited Act named, all and every the



the Sum and Sums of Money so insured, first deducting thereout such Sum or Sums of Money as shall by the said Person or Persons have been applied and expended respectively, in and towards the Protection of the Property remaining upon the Scite of the said late Theatre after the said Fire, or to which such Persons may be liable on account thereof, and other Payments and Expences, not exceeding in the whole the Sum of Three thousand Pounds, to be by the said Trustees, in the said recited Act named, applied in and towards the completing and finishing the said intended Theatre, the Machinery, Scenery, Music and Decorations thereof; and it is hereby declared, that the Receipt or Receipts of the said *Samuel Whitbread, Peter Moore, and Harvey Christian Combe*, or of any Two of them, shall be good and sufficient Discharge or Discharges for all and every such Sum and Sums of Money so to be received.

XXII. And be it further enacted, That it shall and may be lawful for the Committee of the said Company of Proprietors, and they are hereby empowered, out of the Money already subscribed, or hereafter to be subscribed, under the Authority of this or the said recited Act, after Payment for the said Share of the said Letters Patent as directed by the said recited Act, to apply in the first Place any Sum or Sums of Money, not exceeding together One Half of the Amount of the whole Monies so subscribed or to be subscribed, when and as the said Committee shall see Occasion, in and towards completing and finishing the said intended new Theatre, and the Offices and Buildings belonging thereto, and in purchasing, making, and completing the Scenery, Machinery, Wardrobe, Furniture, Music, Decorations, and other Appendages thereto, and otherwise for carrying the Purposes of this and the said recited Act into Execution; any Thing in this or the said recited Act contained to the contrary thereof notwithstanding.

Directing Part  
of the Sub-  
scriptions to  
be applied to-  
wards com-  
pleting the  
Theatre.

XXIII. And be it further enacted, That it shall be lawful for the said Committee for the Time being or any Five of them, at any Meeting or Meetings duly convened for that Purpose, and they are hereby authorized at any Time or Times after the passing this Act, to grant any Lease or Leases under the Common Seal of the said Company, of any Box or Boxes in the said intended new Theatre, as and in the Nature of Private Box or Boxes, the Number of which Private Boxes before the Orchestra shall not at any one Time exceed Fourteen, exclusively of the Boxes to be reserved for His Royal Highness the Prince of *Wales*, his Grace the Duke of *Bedford*, the Box to be reserved for *Thomas Coutts* Esquire, and also the Box to be appropriated for the Widow of the late *David Garrick* Esquire, during the Term of her natural Life, (any Condition made by or on the Part of the said new Renters to the contrary thereof notwithstanding). with an exclusive Right of Admission to such Boxes on every Night of Theatrical Performance at the said intended new Theatre, for such Consideration or Considerations in Money as the said Committee can reasonably obtain for the same; and the Consideration or Considerations for the Grant or Grants of such Lease or Leases of such Private Box or Private Boxes, or any Part thereof, may be made payable in Advance before the said intended new Theatre shall be completed, if the said Committee shall so think fit; and every such Lease or Leases to be subject to such reserved Rent, Covenants, Conditions and Agreements, as the said Committee at any such Meeting or Meetings shall think proper to be re-

Empowering  
the Com-  
mittee to  
grant Leases;  
&c. of Private  
Boxes, upon  
certain Con-  
ditions.

[*Loc. & Per.*]

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reserved

served by and inserted in any such Lease or Leases respectively; Provided that the said Private Boxes before the Orchestra shall not, nor shall any or either of them be granted for any longer Term or Terms than Twenty-one Years; nor shall any such Grant or Grants contain any Covenant for Renewal.

Declaring that Leases, &c. so granted shall be valid.

XXIV. And be it further enacted, That from and after the Execution of such Lease or Leases in Manner aforesaid, and the Payment of the full Consideration Money or Monies therein expressed to be paid, or a Part thereof, the same shall, subject to the Rent and Rents, Covenants, Conditions and Agreements to be thereby and therein respectively reserved and contained, be good and valid; and the Consideration or Considerations to be received for the Grant or Grants of every such Lease or Leases shall be applied by the said Committee in and towards completing the said intended new Theatre, for the Representation of Plays; and after the same shall have been so completed, then the said Consideration or Considerations, Rent or Rents, and all other Sum or Sums of Money which shall thenceforth be from Time to Time received by the said Committee on account thereof, shall be applied by them for the Purpose of discharging any Claim or any Bond or Debt contracted for the building, completing, and furnishing the said intended new Theatre, and then and thereafter for such Purposes as they shall deem necessary for the Benefit of the said Company of Proprietors; any Thing in the said recited Act or this Act contained to the contrary thereof notwithstanding.

Amount of Sums received for Private Boxes, &c. to lessen the Number of Shares to be subscribed in that Proportion.

XXV. Provided always, and be it enacted, That the Amount of the several Sum or Sums of Money which from Time to Time shall be paid to the said Committee, as the Consideration for granting such Lease or Leases respectively, shall lessen the Number of Shares for raising the said Sum of Three hundred thousand Pounds to be taken by the said Company of Proprietors in the Proportion such Consideration or Considerations would amount to in Shares of One hundred Pounds each.

The Committee may grant Leases, &c.

XXVI. And be it further enacted, That from and after the said intended new Theatre shall have been built, completed, finished, and made ready for the Representation of Plays, it shall and may be lawful for the said Committee for the Time being, or any Five of them, and they are hereby empowered, if they shall so think fit, to make, grant and execute any Lease or Leases, under the Common Seal of the said Company, of the said intended new Theatre, or any Part or Parts thereof, or of any Rooms, Offices, Houses, Buildings or Grounds thereunto belonging, or of the Profits of the said intended new Theatre, for such Yearly Rent or Rents, yearly Consideration or Considerations as the said Committee shall on the Part of the said Company be able to obtain, or of the Profits of the said intended Theatre; which Sum or Sums of Money so arising from or on account of the said Rent or Rents, Consideration or Considerations, shall be by the said Committee from Time to Time applied for and towards the Discharge of the nightly Payments by this Act directed to be paid, and of the Interest accruing upon, or the Principal of any Bond or Bonds issued under the Common Seal of the said Company, and then and thereafter for the Benefit of the said Company of Proprietors; any Thing in this Act or the said recited Act contained to the contrary thereof notwithstanding; subject nevertheless to the Claims and Demands of all and every

every Person and Person for any Right or Interest therein, for which Compensation shall not have been accepted in pursuance of the said recited Act or of this Act.

XXVII. And be it further enacted, That every Subscriber of Five Shares of One hundred Pounds each towards the Capital Sum to be raised for the Purpose of rebuilding the said Theatre shall, upon and after the complete Payment of all the Instalments due and to become due upon the said Shares so subscribed, be entitled to nominate and appoint one Person who shall have free Admission to the said Theatre, into the public Boxes, Pit, and Galleries thereof, at every Theatrical Performance which shall take place at such Theatre, for and during the natural Life of such Nominee; which said free Admission shall not be transferrable; and that every Subscriber of Ten Shares shall be entitled to nominate and appoint Two Persons who shall each have free Admissions, under the Conditions hereinbefore described, and so on in the Proportion of One Nominee for every Five Shares subscribed by any one Subscriber; Provided always, that each and every Subscriber entitled to nominate to such free Admission or Admissions, in right of his or her Subscription respectively as aforesaid, shall and is hereby required to deliver in Writing under his or her Hand to the Secretary of the said Committee for the Time being, Seven Days at the least previous to the Exercise of such Right or Rights of free Admission, the Name or Names, and Place or Places of Abode of such Person or Persons as he or she may think proper to nominate and appoint, as the Person or Persons to be entitled on his or her Behalf to such free Admission as aforesaid; which Nomination and Nominations, Appointment and Appointments, shall forthwith upon the Receipt of such Notice or Notices as aforesaid, be by the said Secretary registered in a Book, which is hereby directed to be kept by the said Committee for the Time being for that special Purpose, and every Nomination so registered shall be final and irrevocable.

Subscribers of Shares, or their Nominees, entitled to a free Admission unto the Boxes, Pit, or Galleries.

XXVIII. And be it further enacted, That the free Admission to the said intended new Theatre, as well of the Nominees of such Subscribers of Five or more Shares, as by virtue of the Grants of free Admission made or executed, or to be made or executed to any Person or Persons by virtue of this Act or otherwise, and every other free Admission in or to any Part of the said intended new Theatre, shall be subject and liable to such Regulations and Conditions as the Sub-Committee for the Time being of the said Company of Proprietors, herein-after directed to be formed for the Management of the said Theatre and Theatrical Performances, shall from Time to Time deem necessary or expedient, and shall make for the Government and Management of the said intended new Theatre, for the Prevention of Frauds, relative to Admissions thereto; and all such Regulations and Conditions shall be good and valid, any Thing in the said recited Act or this Act contained to the contrary thereof notwithstanding.

All free Admissions to be regulated by the Committee.

XXIX. And be it further enacted, That so much of the said Act as directs that the Plan for the future Government and Conduct of the said intended new Theatre Property, shall be submitted to a General Meeting of the said Company to be specially called by Advertisements in *The London Gazette*, and such of the *London Newspapers* as the said Committee shall

think  
For repealing that Part of the Act which directs the Company to assemble Three Months before the

Opening of  
the new  
Theatre.

think proper, at least Three Months previous to the opening of the said intended Theatre, shall be and the same is hereby repealed.

Election of a  
Sub-Commit-  
tee for ar-  
ranging a  
Plan for the  
Management  
of the Thea-  
tre.

Notice to be  
given of a  
General  
Meeting for  
Approval of  
Sub-Com-  
mittee.

General  
Meeting may  
adopt or re-  
ject any Mem-  
bers of such  
Sub-Commit-  
tee.

XXX. And be it further enacted, That the present Committee (their Number being first made up to the full Number of Twenty-one) or any Seven of them, at a Meeting to be convened by them for that special Purpose, shall and they are hereby directed to name any Five of the said Committee, being Subscribers for not less than Five Shares each, to be a Sub-Committee for the Management of the said Theatre and Theatrical Performances; and that whenever and as soon as such Sub-Committee shall have been so appointed and named for the Management of the said Theatre and Theatrical Performances, Notice thereof shall be given in *The London Gazette*, and Four *London Daily Newspapers* at the least; and the said Committee are hereby authorized and directed to give such Notice accordingly, and at the same Time to convene a General Assembly of the Subscribers to the said Theatre, to be held on a Day to be named in the said Advertisement, which General Assembly shall be fixed on some Day not less than Seven and not exceeding Fourteen Days from the Publication of the said Advertisement, for the Purpose of taking into Consideration the Propriety of the Nomination of the said Sub-Committee of Management; and it shall and may be lawful to and for such Subscribers so assembled at such General Assembly so directed to be convened as aforesaid, or a Majority of them, to adopt or reject all or any of the Persons so named by the said Committee to be a first Sub-Committee of Management, and to substitute any other Person or Persons being Members of the said Committee, and being Subscribers for not less than Five Shares each, for and in the Room of any Person or Persons so rejected; and such Sub-Committee of Management so elected, constituted and approved, shall act without any Fee, Reward, or Emolument whatsoever, save and except the Profit which may arise from the beneficial Interest to which such Persons so constituting the said Sub-Committee of Management respectively may be entitled by virtue and in respect of the Subscription Shares held by each such Person in common with the other Subscribers to the said Theatre; which Sub-Committee from and immediately after being so constituted, elected and approved, shall and may, and they are hereby authorized and directed, to form and arrange the Plan for the Government and Management of the said intended Theatre, and to engage all such Performers and other Persons as by the said recited Act are authorized to be employed in, about, and for the said intended new Theatre, and the Affairs thereof, in such Manner and on such Terms, and with such Salaries and Allowances, as such Sub-Committee shall from Time to Time deem expedient for the Benefit of the said Company of Proprietors.

Plan and Re-  
gulations for  
the Manage-  
ment of the  
new Theatre  
may hereafter  
be altered.

XXXI. Provided, always, and be it enacted, That such Plan and Regulations for the Government and Management of the said intended Theatre, may from Time to Time be continued or altered by such first Sub-Committee, during the Time they shall continue such Sub-Committee, or by any future Sub-Committee to be elected under this Act; but no such Alteration shall extend to the cancelling or altering the Terms of any positive Engagement or Appointment, Engagements or Appointments entered into by such first Sub-Committee, or any subsequent Sub-Committee for any certain Term or Terms of Years with any Performer or Performers, or other Person or Persons as above mentioned; and such  
first

first Sub-Committee, and all future Sub-Committees from Time to Time to be elected, shall also have and be vested with the like Powers and Authorities for the Management of the said Theatre and Theatrical Performances as are by this Act and by the said recited Act given to and vested in the present Committee; any Thing in this Act or in the said recited Act contained to the contrary thereof notwithstanding.

XXXII. And be it further enacted, That so much of the said Act as directs that the First Committee shall continue in Office until Three Months after the opening of the said Theatre, and that on such Day Seven of the said Committee shall go out of Office and cease to be upon the Committee of the said Company, shall be and the same is and are hereby repealed.

XXXIII. And be it further enacted, That the present Committee, and such First Sub-Committee so to be elected, constituted, and approved as is herein-before directed, shall respectively continue and remain for the respective Purposes above-mentioned, until Three Calendar Months next after the Expiration of the Third Season of Theatrical Performances at the said intended Theatre, and exercise all such Powers and Authorities as are given to and vested in them under and by virtue of the said recited Act and this Act, and until the Election of another General Committee and Sub-Committee shall have respectively taken place pursuant to the Directions herein contained; any Thing in the said recited Act contained to the contrary notwithstanding: And in case any Member or Members of the said Committee, or of the Sub-Committee so to be elected, constituted and approved as aforesaid, shall die, resign, or become incapable of acting in, or signify in Writing his Desire to be discharged from such Committee or Sub-Committee, the said Committee shall and may, and they are hereby authorized to elect another or others qualified as aforesaid in the Stead of such Member or Members so dying, resigning, or becoming incapable, or desiring to be discharged as aforesaid, to be Member or Members of such Committee and Sub-Committee respectively.

XXXIV. Provided always, and be it further enacted, That at the first General Assembly which shall take place after the Expiration of Three Calendar Months from the Conclusion of the said Third Season of Theatrical Performances, Six of the First Committee appointed and elected under the said recited Act and this Act shall be withdrawn by Ballot from the said Committee, (except the Trustees for the Time being of the said Company of Proprietors, who shall always remain and continue, and form Part of every General Committee for the Time being of the said Company), and their Numbers shall be replaced in the Manner by the said recited Act directed, as to the withdrawing and replacing Seven of the said Committee; and it shall and may be lawful for the new Committee, or any Seven of them, and they are hereby directed, at a Meeting to be forthwith convened for that special Purpose, to nominate and elect a Sub-Committee of Management, according to the Rules and Regulations herein-before contained for such Nomination and Election, which Sub-Committee of Management shall be taken to be and be in the Place of such original Sub-Committee of Management so to be first elected, constituted and approved as aforesaid, and shall be vested with all the Powers by this Act given to the said First Sub-Committee of Management;

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which

Part of the Act repealed, so far as relates to the Committee going out of Office Three Months after the opening the Theatre. Committee and Sub-Committee continued for a longer Period.

General Assembly of Proprietors to ballot for Six of the Committee, who are to go out by Rotation.

which said General Committee and Sub-Committee so respectively to be appointed, nominated and elected, shall continue for the Purposes of the said recited Act and this Act, until the Expiration of Three Calendar Months after the then next succeeding Season of Theatrical Performance, or until another Committee and Sub-Committee of Management shall have been nominated and elected in the Room of the said General Committee, or of the said Sub-Committee; and such Nomination and Election of such General Committee and such Sub-Committee respectively shall take place in each and every succeeding Year at the Expiration of Three Calendar Months from the Close of the then next preceding Season of Theatrical Performances, and each such General Committee and Sub-Committee so successively elected, constituted, and approved, shall be and they are hereby invested with the same Powers and Authorities as are by the said recited Act and by this Act respectively given to the First General Committee and the First Sub-Committee of Management so hereby directed to be elected, constituted, and approved; and each such successive General Committee and Sub-Committee shall continue in Office respectively, and continue to be vested with such Powers and Authorities, until the Nomination and Election of another General Committee and Sub-Committee respectively, in the Room thereof, and no longer.

Members of Sub-Committee not re-elected at next Assembly, to continue till Places are supplied.

XXXV. Provided always, and be it further enacted, That if at any General Assembly, to be held according to the Forms and at the Times in the said recited Act directed, for the Purpose of electing Members to supply the Places of Members going out by Ballot or Rotation from such General Committee, it shall so happen that any One or more or all of the Members constituting the said Sub-Committee of Management for the Time being, shall be withdrawn by Ballot or Rotation, and shall not be re-elected into the said General Committee, then and in such Case, each such Member of such Sub-Committee so withdrawn by Ballot or Rotation from the General Committee, shall nevertheless continue to act as Member or Members of such Sub-Committee of Management, until a fresh Election and Nomination, in the Room of such Member or Members so withdrawn shall have taken place according to the Forms herein prescribed.

Committee empowered to fill up Vacancies in Sub-Committee.

XXXVI. Provided always, and be it further enacted, That in every such Case such Committee shall, on the Day immediately succeeding the Day on which such Vacancy or Vacancies shall have been created in the said Sub-Committee of Management in the Manner aforesaid, or as soon after as conveniently may be, not exceeding Ten Days from the Day on which such Vacancy or Vacancies shall have taken place, and they or any Seven of them are hereby directed to nominate and elect some other Person or Persons, being Members of the said Committee, and duly qualified as aforesaid, to be Member or Members of the said Sub-Committee in the Room of the Member or Members so withdrawn as aforesaid; and such Member or Members so elected shall be and is and are hereby vested with all and the like Powers as aforesaid, and shall continue in Office for the same Period and under the same Conditions, as if he or they had been in the ordinary Course elected, nominated, and appointed Members of such Sub-Committee of Management, and no longer: Provided also, that all or any of the Six Persons who shall from Time to Time, by Ballot or Rotation, go out of Office as above-mentioned, and all or any of such Sub-Committee

Any Members of the General or Sub-Committee may be re-elected.

mittee who from Time to Time shall go out of Office in the Manner herein prescribed, shall and may from Time to Time be re-elected Member or Members of the said Committee or Sub-Committee, and thereupon shall be Member or Members of the said General Committee or of the said Sub-Committee to which he or they shall from Time to Time so respectively be re-elected, as effectually as if he or they had not previously been a Member or Members of such General or Sub-Committee; any Thing in this or the said recited Act to the contrary thereof notwithstanding.

XXXVII. Provided also, and be it further enacted, That in case any Person or Persons who shall have been nominated or elected a Member or Members of the said General Committee or of the said Sub-Committee for the Time being, under and by virtue of the said recited Act or of this Act, shall die or decline to act or become incapable of acting in such Committee or Sub-Committee, (such Person or Persons, if he or they shall decline to act in either of such Committees, having first given Two Calendar Months Notice in Writing under his or their Hand or Hands, of his or their Intention not to act as a Member or Members of such General or Sub-Committee, as the Case may be, which Notice such Member or Members is and are hereby respectively required to give under his or their Hand or Hands, directed to the Secretary for the Time being of the said Committee), that then and in either and every of such Cases, and as often as it shall so happen, some other Person or Persons shall be named, appointed, and elected to be a Member or Members of such General Committee or Sub-Committee, in the Room of such Member or Members who shall from Time to Time die, decline to act, or be incapable of acting in such General Committee or Sub-Committee, in such and the same Manner as is directed for the Election of such Committee and Sub-Committee, and when so elected shall be vested with the like Powers as are given and directed in and by virtue of this Act, or in the said recited Act, and not herein and hereby repealed, altered, or varied; any Thing in this Act or in the said recited Act respectively contained to the contrary thereof notwithstanding.

In Cases of Vacancy in the General or Sub-Committee, others to be appointed.

XXXVIII. And be it further enacted, That the Trustees for the Time being named in the said recited Act, and the Trustees from Time to Time hereafter to be appointed by virtue of this Act, or the Majority of them, shall from Time to Time appoint the Banker or Bankers to the said Company of Proprietors, where the said new Theatre Accounts and Monies shall be kept; and from Time to Time shall and may change such Banker or Bankers, and in his or their Stead appoint any other Banker or Bankers as they may think proper; and that such Trustees for the Time being shall always remain and continue to be and form Part of every future General Committee of the said Company; any Thing in the said recited Act or in this Act contained to the contrary thereof notwithstanding: And in case any of the Trustees named and appointed by the said recited Act, or any Trustee or Trustees herein-after to be named or appointed in pursuance of this Act, shall die, or decline to continue or become incapable of acting as such Trustee or Trustees, (such Trustee or Trustees who shall at any Time or Times decline to act, having first given Two Calendar Months Notice in Writing under his or their Hand or Hands, of his or their Intention to that Effect, which Notice he or they are hereby respectively required to give under his or their Hand or Hands, directed to the Secretary for the Time being of the said Committee), then and in

Trustees to continue on Committee.

any or either of such Cases, and so often as the same shall occur, the Committee of the said Company for the Time being shall and may, and they are hereby authorized and directed, at any Meeting or Meetings duly convened for that special Purpose, to nominate and elect a new Trustee or Trustees, being a Holder or Holders of not less than Five Shares each in the said Undertaking, in the Room of such Trustee or Trustees who shall so die, or decline to continue or become incapable of continuing such Trustee or Trustees; and such new Trustee or Trustees shall be vested with such and the like Powers and Authorities as the Trustee or Trustees who shall so die, decline or become incapable of acting as aforesaid; any Thing in the said recited Act or in this Act contained to the contrary thereof notwithstanding: Provided, that it shall not be lawful for any of the said Trustees, directly or indirectly, to derive, obtain, or receive for himself, or for any other than the said Company of Proprietors, any Profit, Emolument, or Advantage whatsoever, for or by reason of the Appointment of any such Banker or Bankers, or for, by, or from the Deposit, Investment, Use, or Interest, of any of the Money of the said Company.

The Com-  
pany autho-  
rized to  
insure the  
Theatre, &c.

XXXIX. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors, and their Successors for the Time being, to make and effect any Insurance or Insurances on the said intended Theatre, and the Wardrobe, Scenery, Machinery, Furniture, Books, Music, and other Property, which shall at any Time or Times belong to the said Theatre, against Loss or Damage by Fire.

A Fund to  
be established  
for that  
Purpose.

XL. And, to the Intent that the same may be carried into Effect, be it enacted, That it shall and may be lawful to and for the said Company of Proprietors and their Successors, and they are hereby directed to cause a Stock or Fund to be created and established by and from the yearly Payment of Five Shillings upon every Share of One hundred Pounds each, subscribed or to be subscribed by the said Company of Proprietors for rebuilding the said intended Theatre, and carrying the Purposes of the said recited Act and of this Act into Effect, until the Fund so to be created and established shall have amounted to the Capital Stock of Twenty-five thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities.

The Com-  
mittee em-  
powered to  
deduct 5s.  
from the Pro-  
fits of every  
Share, to be  
applied to-  
wards form-  
ing the said  
Insurance  
Fund.

XLI. Provided always, and be it further enacted, That for and towards creating the said Insurance Fund, it shall and may be lawful, and the Committee for the Time being are hereby empowered and directed, from and out of the Interest and Profits which may arise out of the said Capital Stock so subscribed or to be subscribed for building the said Theatre, to deduct Five Shillings out of every Sum or Sums of Money so arising or becoming payable upon each and every One hundred Pounds Share of such Capital Stock, to be applied and carried to the said Insurance Fund so directed to be formed.

The same to  
be invested in  
the Funds.

XLII. And be it enacted, That all and every the Sum or Sums of Money so from Time to Time payable and to be paid for the said last-mentioned Purpose of creating the said Insurance Fund, shall from Time to Time as the same shall arise or be received as aforesaid, be laid out in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, in the Names of the Trustees of the said Company of Proprietors for the Time being, and together with the Dividends arising therefrom shall be vested in the Trust-  
tees



tees for the Time being of the said Company of Proprietors, as Trustees of the Theatre Royal *Drury Lane* Company of Proprietors, and shall form and be an accumulating Fund, until the same shall amount to the Capital Stock or Sum of Twenty-five thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities; when the Deductions from such Annual Payments on account of such Insurance Fund shall cease and be no longer made, unless the General Committee for the Time being shall deem it expedient to increase the said Capital Stock higher than the Sum of Twenty-five thousand Pounds Capital Stock herein mentioned; and which the said Committee are hereby authorized to do from Time to Time, if such Committee for the Time being shall deem it advisable for the Benefit of the said Company so to do.

XLIII. Provided always, and be it further enacted, That when and so often as any Damage by Fire shall happen to the said Theatre or Property, the said Fund or Capital Stock, and the Dividends so to accumulate, or so much thereof as shall be necessary, shall be transferred to and taken and received by the General Committee for the Time being, of the said Company of Proprietors, and applied from Time to Time, for and towards repairing and making good the Damage or Damages so occasioned by Fire, and all Expences, Costs, and Charges attending thereupon.

So much of the Insurance Fund as shall be necessary to make good any Damage by Fire to be reserved by the Committee for that Purpose.

XLIV. Provided always, and be it further enacted, That whenever and so soon as the said Fund so to be created shall, together with the Dividends accruing thereupon, amount to the capital Sum of Twenty-five thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, or to such larger Sum of Capital Stock as the said Committee for the Time being shall think proper to direct; then and in such Case, and so long as the said Fund so created shall not be called for or applied towards the repairing, making good, or rebuilding, in consequence of any Damage done by Fire to the said Theatre or Property thereof, the Dividends arising therefrom shall be applied in the Manner herein-after mentioned, (that is to say) in the first Place, in and towards the Discharge of any Debt or Incumbrance which may have been created or be then existing upon the said Theatre Property, or any Part thereof, in the Order or according to the Priority in point of Date in which such Debts or Incumbrances may respectively stand, or in Cases where no claim of Priority shall exist with regard to such Debts or Incumbrances, in such Order or Succession as the said Committee for the Time being shall appoint; and from and after the Payment of all such Debts and Incumbrances, then and thereafter the Dividends arising therefrom shall be paid and payable to such Proprietor or Proprietors for the Time being, or his, her, or their Representatives, in Proportion to the Share or Shares held by each such Proprietor, his, her, or their Representatives respectively.

When the said Fund shall amount to 25,000l. Stock, and not wanted, the Committee are directed to apply the Dividends for certain Purposes.

XLV. Provided also, and be it enacted, That in case and so often as any Part of such accumulating Fund or Capital Stock, or any Part thereof, after the same shall have so accumulated to the said Capital Stock of Twenty-five thousand Pounds, or to such other Sum of Capital Stock over and above the said Capital Stock or Sum of Twenty-five thousand Pounds, as the said Committee for the Time being shall think proper to direct as aforesaid, shall have been used and applied towards rebuilding, repairing, or making good any Damage or Loss which may have been

When the said Fund shall be reduced, the Committee may again deduct 5s. from the Profits of each Head.

[*Loc. & Per.*]

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occasioned

occasioned to the said Theatre Property by Fire, that then and from thenceforth, and as often as such Capital Stock shall have been so reduced, by the Payments aforesaid on account of such Damage so occasioned by Fire, the said Committee for the Time being are hereby authorized and directed to deduct yearly and every Year the Sum of Five Shillings from and out of the Interest and Profits from Time to Time arising or becoming payable upon each and every One hundred Pounds Share of the said Capital Stock so subscribed or to be subscribed for building the said Theatre, and the other Purposes in the said recited Act mentioned, to be applied and carried to the said Insurance Fund so directed to be formed, until the said Capital Stock or Fund of Twenty-five thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, or such higher Capital Stock or Fund as the said Committee for the Time being shall think proper to direct, shall have been created, and then and thenceforth to be again applied as aforesaid.

The Insurance Fund to be in Addition to the Sum to be insured by the Company at any of the Insurance Offices.

XLVI. Provided always, and be it further enacted, That such Insurance Fund, so to be created as aforesaid, shall be and the same is hereby directed to be in Addition to and exclusive of any Sum or Sums which shall hereafter be insured in any of the Societies or Companies created or to be created for the Purpose of Insurance against Damage by Fire, by virtue of any Agreement or Agreements, Covenant or Covenants, entered into or to be entered into by and between His Grace the Duke of *Bedford* as Landlord, and the said Committee on Behalf of the said Company of Proprietors or any other Insurance or Insurances to be so effected by the said Committee on the Behalf of the said Company of Proprietors.

No Part of the Insurance Fund to be used until the last-mentioned Money to be insured shall be expended.

XLVII. And be it enacted, That no Part of such Insurance Fund so to be created by virtue of this Act, shall be applied for and towards the repairing, making good, or rebuilding the said Theatre, or Buildings belonging to or forming Part thereof, which may have been damaged or destroyed by Fire, until all and every the Sum or Sums so insured, or to be insured by virtue of such Agreement or Agreements, Covenant or Covenants as aforesaid, or otherwise as aforesaid shall have been so expended.

Committee may make Bye Laws.

XLVIII. And be it further enacted, That it shall and may be lawful for the Committee for the Time being of the said Company, and they are hereby authorized to make such Bye Laws, Ordinances, and Regulations, and from Time to Time to alter and amend the same, for the Management and Government of the said Theatre and the Property and Concerns thereof, not repugnant to or inconsistent with the said recited Act and this Act, as such Committee for the Time being of the said Company of Proprietors shall from Time to Time deem expedient and necessary; and that such Bye Laws, Ordinances, and Regulations, from Time to Time to be made, shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have the same Force and Effect as if the same had been mentioned and enacted in this Act.

New Theatre, when erected and finished, vested in the Company.

XLIX. And whereas the said Committee since the passing of the said Act have made diligent Enquiry touching the several Claimants on the said late Theatre and the Property thereof; but the said Committee, notwithstanding their utmost Endeavours, have not been able to discover all the Persons interested therein, but such Persons now remaining undiscovered

vered are few in Number; and inasmuch as it will be highly prejudicial and ruinous to the Interests of the great Majority of the several Classes of Claimants in or upon the said late Theatre and Property, and who have consented to accept and take Compensations for the same, unless such Property and the said intended new Theatre were respectively vested in the said Company of Proprietors, subject to such of the Provisions of the said recited Act as are not hereby altered or repealed, and also subject to the Provisions of this Act; be it therefore enacted, That, from and immediately after the said intended new Theatre shall have been finished, fit for the Representation of Plays, the said intended new Theatre, and all and singular the Scenery, Machinery, Wardrobe, Furniture, Fixtures, Music, Articles, Matters, and Things, and all the Erections and Buildings thereunto respectively belonging, and all and every the Patents, Licences, and Property of or belonging to the said late Theatre, shall (subject to such of the Provisions of the said recited Act as are not hereby altered, varied or repealed, and also subject to the Provisions of this Act, and also subject to the Rights, Titles, Interests, Claims, and Demands of all and every Person and Persons whomsoever for the Value of his, her, and their respective Rights, Titles, Interests, Claims, or Demands in or upon the same, as shall not have consented to accept Compensations for such Rights, Titles, Interests, Claims, and Demands respectively), be and become vested in, and the same are hereby respectively vested in the said Company of Proprietors and their Successors, for the general Purposes of this Act.

L. And be it further enacted, That the said recited Act, and all and every the Enactments, Powers, Provisions, Regulations, Clauses, Matters, and Things therein contained, or all and every such of them, and all such Parts thereof as are not hereby repealed, altered or varied, shall continue and remain in full Force and Effect, and shall be applied and extended, and be construed, deemed, and taken to apply to this Act, as fully and effectually to all Intents and Purposes whatsoever, as if the same had been re-enacted in the Body of this Act.

Provisions of the former Act (not altered or repealed) extended to this Act.

LI. Provided always, and it is hereby further enacted, That the said Trustees, Committee and Sub-Committee for the Time being of the said Theatre or Company of Proprietors, or any or either of them, their or any of their Executors or Administrators, shall not be answerable or accountable, any or either of them, for the others or other of them, or for the Acts, Receipts, Neglects or Defaults of any other or others of them; nor shall they or any or either of them be answerable or accountable for any more Monies than what shall be received by or actually come to his or their Hands by virtue of or under the Trusts and Powers aforesaid; nor shall they or any or either of them be answerable or accountable for any Bank, Bankers, or other Persons with whom or in whose Hands any Monies or Securities of or belonging to the said Company of Proprietors shall or may be deposited or lodged, in the Execution of the aforesaid Trusts or Powers; nor with or for any other Loss, Damage or Misfortune which may happen in the Execution of the aforesaid Trusts and Powers, or any or either of them, or in relation thereto; but shall be acquitted and saved harmless by the said Company of Proprietors in respect of all such Acts, Matters, and Things as shall be done by them or any or either of them, under the said recited Act or of this present Act, or in the Management and Execution of

Each of the Trustees and Committees only to be accountable for their own Acts.

of the several Trusts and Powers in them respectively reposed, or to be referred as aforesaid, and of and from all Actions, Suits, Damages, Claims and Demands in respect thereof; and also that they the said Trustees and other the Members of the said Committee, and such Committee and the Trustees for the Time being respectively, his and their respective Executors and Administrators and every of them, shall be reimbursed and paid, by and out of the Stock or Monies for the Time being to the said Theatre or Company of Proprietors belonging, all such Loss, Costs, Charges, Damages, and Expences, as they and every or any of them shall bear, pay, suffer, sustain, expend or be put unto, for or by reason or on account of any of the Trusts, Powers, and Authorities in them reposed, or to be reposed as aforesaid, or in the Management or Execution thereof, or of any other Matter, Cause or Thing whatsoever, in anywise relating thereto.

Expences of  
the Act to be  
paid.

LII. And be it further enacted, That the said Company of Proprietors shall pay and discharge all the Costs and Charges of obtaining and passing this Act, and the Expences incident thereto, and of investigating the Title of the Proprietors and Claimants on the said Premises and Patents, and obtaining Conveyances and Assignments thereof, and such other Expences as they may be put to in the Execution of this Trust, with and out of any of the Monies already subscribed or hereafter to be subscribed by the said Company as aforesaid.

General  
Saving.

LIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Body and Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors and Administrators, all such Right, Title, and Interest (other than such as is and are hereby expressed, and intended to be compensated for, barred and extinguished) as they, every, or any of them, could or ought to have had or enjoyed of, in, to, or out of, the said late Theatre, or the Patents, Property, or Profits thereof, in case this Act had not been made.

Public Act.

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

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