



ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. lxxxvii.

An Act to enable “*The Shropshire and North Wales Assurance Company*” to sue and be sued in the Name of the Managing Director for the Time being or of any one of the General or Local Directors of the said Company. [30th June 1837.]

WHEREAS several Persons have formed themselves into a Company called or known by the Name of the “*Shropshire and North Wales Assurance Company*,” and have subscribed or raised considerable Sums of Money in order to effect Insurances on Houses, Warehouses, and Buildings, Goods, Wares, Merchandize, Farming Stock, Utensils, and Property of all Descriptions against Loss or Damage by Fire, and also (but not until a Resolution to that Effect shall have been passed at Two successive General Meetings of the said Company specially called for the Purpose) for insuring Lives, the Sale and Purchase of Annuities, Reversions, and contingent Interests, and generally to carry on the ordinary Business of a Fire and Life Assurance Company and all Matters connected therewith: And whereas Difficulties may hereafter arise in recovering Debts and Monies due to the said Company, and in maintaining Actions for Damages done to the said Company or to the Property of the said Company, since by Law all the Members for the Time being of the said Company must be named in every Action or Suit carried on for such Purpose: And whereas it would be convenient that Persons having Demands against the said Company should be entitled to sue the Managing Director or any one of the General or Local Directors for the Time being, or any one Proprietor of the said Company:

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And whereas it would be convenient that Prosecutions for Embezzlement, Robbery, or stealing the Property of the said Company, or for Fraud or any other Offence against the said Company, should be instituted and carried on in the Name of the said Company, or in the Name of the Managing Director or one of the General or Local Directors for the Time being, or of any one Proprietor of the said Company: Wherefore, for obviating and removing the Difficulties aforesaid, may it please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act all Actions and Suits whatsoever against any Person or Persons already indebted or who may hereafter be indebted to the said Company called "The *Shropshire and North Wales Assurance Company*," and all Actions, Suits, and other Proceedings whatsoever at Law or in Equity for any Injury or Wrong done to any Real or Personal Property of the said Company, in whomsoever the same may for the Time being be vested, whether in the said Company or in some Person or Persons in Trust for the said Company, or in some Person or Persons for the Use and Benefit thereof, or upon or in respect of any present or future Liability or Liabilities to the said Company, or to any Person or Persons in Trust for the said Company, or to any Person or Persons to the Use or Benefit thereof, or upon any Bonds, Covenants, Contracts, or Agreements which already have been or hereafter shall be given or entered into to or with the said Company, or to or with any Person or Persons whomsoever in Trust for the said Company, or to or with any Person or Persons for the Use or Benefit thereof, or wherein the said Company is or shall be interested, and all Instruments, Petitions, and other Proceedings for or incidental to the issuing or prosecuting any Fiat in or Commission of Bankruptcy in *England* or *Ireland*, or any Sequestration in *Scotland*, against any Person or Persons already indebted or who may be hereafter indebted to the said Company, or to any Person or Persons in Trust for the said Company, or to any Person or Persons for the Use or Benefit thereof, and liable to be made Bankrupt by the Laws now or at any Time hereafter in force relative to Bankrupts and Traders in *England* and *Ireland* or to Sequestrations in *Scotland*, and all Proceedings at Law or in Equity under any Commission of or Fiat in Bankruptcy, or under any Sequestration, by, for, or on behalf of the said Company, or wherein the said Company is or shall be interested or concerned, and generally all other Proceedings whatsoever at Law or in Equity to be commenced, instituted, or carried on by or on behalf of the said Company, or wherein the said Company is or shall be concerned or interested, against any Person or Persons, or Body or Bodies Politic or Corporate, or others, whether such Person or Persons or any of such Persons, or such Body or Bodies Politic or Corporate, or any Member or Members thereof respectively, is or are or shall be a Proprietor or Proprietors of the said Company or not, shall and lawfully may be commenced, made, executed, instituted, presented, and prosecuted or carried on in the Name of the Person who shall be the Managing Director of the said Company at the Time when any such Action, Suit, or Proceeding shall be commenced or instituted, or such Petition presented, or in the Name of any one General or Local Director for the Time being of the said Company, or in the Name of any one Proprietor of the said Company, as the nominal Plaintiff, Pursuer, Complainer, or Petitioner, or as acting

in any other Character for or on behalf of the said Company; and all Actions, Suits, and other Proceeding at Law or in Equity to be commenced, instituted, or prosecuted against the said Company by any Person or Persons, or Body or Bodies Politic or Corporate, whether such Person or Persons or any of such Persons, or such Body or Bodies Politic or Corporate, or any Member or Members thereof respectively, is or are or shall be a Proprietor or Proprietors of the said Company or not, shall and lawfully may be commenced, instituted, and prosecuted against the Managing Director for the Time being, or against any one General or Local Director for the Time being of the said Company, or against any one Proprietor of the said Company, as the nominal Defendant, Respondent, or Defender in such last-mentioned Actions, Suits, or Proceedings, for or on behalf of the said Company; and the Death, Resignation, or Removal, or any other Act of such Managing Director, General or Local Director or Proprietor, shall not abate or prejudice any Action, Suit, Petition, or other Proceeding at Law or in Equity commenced or instituted under this Act, but the same may be continued, prosecuted, carried on, or defended in the Name of any one other Managing, General, or Local Director for the Time being or Proprietor of the said Company.

II. And be it further enacted, That from and after the passing of this Act it shall be lawful for the said Company, by the Managing Director or any General or Local Director or Proprietor for the Time being of the said Company, to prefer any Indictment or Indictments, Information or Informations, or other criminal Proceeding or Proceedings, in any Court or Courts, against any Person or Persons for any Offence already committed or which shall hereafter be committed against the said Company; and in all Indictments, Informations, and other Proceedings against any Person or Persons, whether such Person or Persons or any of such Persons be a Proprietor or Proprietors of the said Company or not, for feloniously taking, stealing, or embezzling, damaging or destroying, or for any Offence whatever relating to any Goods, Chattels, Notes, Bills, Bonds, Deeds, or any Securities, Monies, Effects, or any Real or Personal Property whatever of or belonging to the said Company, in whomsoever the same may be vested, whether in the Company or in some Person or Persons in Trust for the said Company, or in some Person or Persons for the Use or Benefit thereof, such Goods, Chattels, Notes, Bills, Bonds, Deeds, Securities, Monies, Effects, or Property respectively may be laid and stated to be the Goods, Chattels, Notes, Bills, Bonds, Deeds, Securities, Monies, Effects, or Property respectively of "The *Shropshire* and *North Wales* Assurance Company;" and in all Indictments, Informations, and other Proceedings against any Person or Persons, whether such Person or Persons or any of such Persons be a Proprietor or Proprietors of the said Company, or not, for any Conspiracy, Crime, Fraud, or Offence already committed or which shall hereafter be committed with Intent to injure or defraud the said Company, the same may be laid and stated to have been done with Intent to injure or defraud "The *Shropshire* and *North Wales* Assurance Company;" and it shall not be necessary to state in any such Indictment, Information, or other Proceeding the Name or Names of all or any of the Persons now or at any Time hereafter constituting the said Company; and any Offender or Offenders shall or may thereupon be lawfully convicted of such Conspiracy, Crime, Fraud, or Offence in as full, valid, and effectual a Manner, to all Intents and Purposes, as if the Names of all the

Indictments
may be
brought in
the Name of
the Company.

Persons

Persons constituting the said Company, and the Name or Names of the Person or Persons in whom the Goods, Chattels, Notes, Bills, Bonds, Deeds, Securities, Monies, Effects, or Property relating to which such Indictment, Information, or other Proceeding shall be preferred shall or may be vested in Trust for the said Company, were inserted or used in such Indictment, Information, or other Proceeding or Proceedings consequent or attendant thereon.

Individual Proprietors may sue the Managing Director, who may bring Actions against the Proprietors.

III. And be it further enacted, That any Person, being or having been a Proprietor of the said Company, and having any Claim or Demand upon the said Company, or the Funds or Property thereof, on any Account whatsoever, may for such Claim or Demand commence, prosecute, and carry on any Action, Suit, or other Proceeding either at Law or in Equity against the Managing Director or any one of the General or Local Directors for the Time being, or any Proprietor of the said Company, as the nominal Defendant, Respondent, or Defender; and such Managing Director, or any one of the General or Local Directors for the Time being, or Proprietor of the said Company, may, as the nominal Plaintiff, Complainant, or Pursuer, commence and carry on in his own Name any Action, Suit, or other Proceeding at Law or in Equity against any individual Proprietor of the said Company against whom the said Company may have any Claim or Demand; and all such Actions, Suits, and other Proceedings shall be as valid and effectual as if all the Proprietors of the said Company had been made Parties thereto; and every Judgment, Decree, and Order made therein shall be binding for or against the said Company and all the Proprietors thereof; and no Abatement shall arise from the Death, Resignation, or Removal, or any other Act of such Managing Director, or of any such General or Local Director or Proprietor, pending any such Action, Suit, or other Proceeding.

Persons suing the Company in Equity may include as Defendants any Proprietors of the Company.

IV. Provided always, and be it further enacted, That in case, for the Purpose of Discovery or for any other Purpose, any Person or Persons having any Claim or Demand against the said Company, whether such Person or Persons or any of such Persons be a Proprietor or Proprietors of the said Company or not, shall be desirous to include any other Proprietor or Proprietors of the said Company, besides such Managing Director or such General or Local Director or Proprietor, as a Defendant or Defendants in any Bill or other Proceeding in any Court of Equity, it shall be lawful for him, her, or them so to do; any thing in this Act contained to the contrary notwithstanding.

Proprietors may be sued and prosecuted under this Act as if they were not Proprietors.

V. Provided always, and be it further enacted, That every Person, being a Proprietor of the said Company, shall in all Cases be liable to be sued, prosecuted, or proceeded against by or for the Benefit of the said Company, under the Powers of this Act, by such Actions, Suits, and other Proceedings, in such and the same Manner, as effectually and with such and the same legal Consequences, as if such Person had not been a Proprietor of the said Company.

One Action only to be brought upon One Cause.

VI. Provided always, and be it further enacted, That no Person or Persons, or Body or Bodies Politic or Corporate, having or claiming or who shall or may have or claim any Demand upon or against the said Company, whether such Person or Persons or any of such Persons shall be

be a Proprietor or Proprietors of the said Company or not, shall bring more than One Action or Suit in respect of such Demand; and in case the Merits in respect of any Demand shall have been determined in any Action or Suit against the Managing Director or any General or Local Director for the Time being, or any Proprietor of the said Company, the Proceedings in such Action or Suit may be pleaded in bar of any other Action or Suit or Actions or Suits against any other Managing Director or General or Local Director or Proprietor of the said Company; and in case the Merits in respect of any Demand which the said Company now has or hereafter may have on any Person or Persons, or Body or Bodies Politic or Corporate, whether such Person or Persons or any of such Persons shall be a Proprietor or Proprietors of the said Company or not, shall have been determined in any Action or Suit commenced or prosecuted by any Managing Director or any General or Local Director or any Proprietor of the said Company, the Proceedings in such Action or Suit may be pleaded in bar of any other Action or Suit or Actions or Suits for the same Demand which may be commenced or prosecuted by the same or any other Managing Director or General or Local Director or Proprietor of the said Company.

VII. And be it further enacted, That no Action against the said Company, their Managing Director, or any General or Local Director or any Proprietor, upon or arising out of any Policy or Contract entered into by or on behalf of the said Company, shall be in anywise affected or defeated by or by reason of the Plaintiff or Plaintiffs or any one of the Plaintiffs therein, or of any other Person or Persons in whom any Interest may be averred, or who may be in anywise interested or concerned in such Action, being or having been a Proprietor or Proprietors of the said Company; but any Proprietor or Proprietors of the said Company shall and may have the same Right of Action and Remedy, to be proceeded in and enforced in the same Manner against the said Company, or the Managing Director or any General or Local Director or Proprietor of the said Company, upon any Policy or other Contract, and upon any Demand for Return of Premiums, and upon and for any Debt, Damages, or Demand whatsoever which he, she, or they might have had if he, she, or they had been a Stranger or Strangers and not a Proprietor or Proprietors of the said Company.

No Action against the Company to be affected in consequence of the Plaintiff being a Proprietor.

VIII. And be it further enacted, That no Action commenced by or on behalf of the said Company, or the Managing Director or any General or Local Director or any Proprietor of the said Company, upon or arising out of any Policy or Contract entered into by or on behalf of the said Company, shall be in anywise affected or defeated by or by reason of the Defendant or Defendants or any one of the Defendants therein, or of any other Person or Persons in whom any Interest may be averred, or who may be in anywise interested or concerned in such Action, being a Proprietor or Proprietors of the said Company; but the said Company shall and may have the same Right of Action and Remedy, to be proceeded in and enforced in the same Manner, against any Proprietor or Proprietors thereof, either alone or jointly with any other Person or Persons, upon any Policy or other Contract, and upon and for any Debt, Damages, or Demand whatsoever, which the said Company might have had if such Cause of Action had arisen with a Stranger or Strangers, and not a Proprietor or Proprietors of the said Company.

No Action commenced by the Company to be affected in consequence of Defendant being a Proprietor.

Managing Director or any General or Local Director or Proprietor, being Plaintiff or Defendant, may be a Witness.

IX. Provided always, and be it further enacted, That the Managing Director or any General or Local Director or any Proprietor of the said Company, being the Plaintiff, Pursuer, Complainer, Petitioner, or Prosecutor, or being the Defendant, Respondent, or Defender, in any Action, Suit, Petition, Proceeding, Prosecution, or Indictment commenced, instituted, prosecuted, or preferred under the Authority of this Act, or any other Proprietor of the said Company, shall not by reason thereof be deemed incompetent to be a Witness in any such Action, Suit, Petition, Proceeding, Prosecution, or Indictment, but such Managing Director, or General or Local Director, or Proprietor, or such other Proprietor or Proprietors, shall and may (if not otherwise interested or objectionable) be a good and competent Witness or good and competent Witnesses, and be admissible and be admitted as such in all Courts, and by and before all Judges, Justices, and others, in any such Action, Suit, Petition, Proceeding, Prosecution, or Indictment, in the same Manner as he or they might have been if his or their Name or Names had not been made use of as the Plaintiff, Pursuer, Complainer, Petitioner, Prosecutor, Defendant or Defender in such Action, Suit, Petition, Prosecution, Proceeding, or Indictment, or as if he or they had not been a Managing Director, or General or Local Director, or Proprietor or Proprietors of the said Company.

Judgments in Actions against the Managing Director or One of the General or Local Directors or Proprietors shall extend to the Property of the Company.

X. And be it further enacted, That all and every Judgments or Judgment, Decrees or Decree, which shall at any Time after the passing of this Act be obtained or recovered in any Action, Suit, or other Proceeding at Law or in Equity against any Managing Director or any one of the General or Local Directors for the Time being, or any Proprietor of the said Company, shall have the like Effect and Operation upon and against the Funds or Property of the said Company as if such Judgments or Judgment, Decrees or Decree, had been recovered or obtained against the said Company in any Action, Suit, or Proceeding at Law or in Equity brought or commenced against the said Company by or in the several and distinct Names and Descriptions of the several Proprietors of the said Company, and as if this Act had not been passed; and further, that the Bankruptcy, Insolvency, or stopping Payment of such Managing Director or of any such General or Local Director for the Time being, or of any such Proprietor of the said Company, in his individual Character or Capacity, shall not be or be construed to be the Bankruptcy, Insolvency, or stopping Payment of the said Company; and the said Company and the Funds and Property thereof shall, notwithstanding the Bankruptcy, Insolvency, or stopping Payment of any such Managing Director or any such General or Local Director for the Time being, or any such Proprietor of the said Company, be attached or attachable, and be in all respects liable to the lawful Claims and Demands of the Creditor or Creditors of the said Company, in like Manner as if no such Bankruptcy, Insolvency, or stopping Payment had happened or taken place.

If Satisfaction be not obtained by Execution against the Funds or Property of the Company, Execution

XI. Provided always, and be it further enacted, That in case Execution or Diligence upon any Judgment or Decree in any Action, Suit, or other Proceeding under this Act, obtained against any Managing Director or any General or Local Director for the Time being, or any Proprietor of the said Company, whether as Plaintiff, Pursuer, or Complainer, or as Defendant, Respondent, or Defender, shall have been issued or taken out against the Funds or Property of the said Company under the Provisions of

this Act, and shall be ineffectual for obtaining Payment of and Satisfaction for the Sum or Sums sought to be recovered, then and in such Case Execution or Diligence upon any such Judgment or Decree may be issued against any other Proprietor or Proprietors of the said Company; and in case such Execution or Diligence against any other Proprietor or Proprietors of the said Company shall be ineffectual for obtaining Payment of and Satisfaction for the Sum or Sums sought to be recovered thereby, it shall be lawful for the Party or Parties who shall have obtained Judgment or Decree against any Managing Director or any General or Local Director for the Time being, or any Proprietor of the said Company, to issue Execution or Diligence against any other Person or Persons who was or were a Proprietor or Proprietors of the said Company at the Time the Contract or Contracts was or were entered into upon which such Action, Suit, or other Proceeding may have been brought or instituted; but no such Execution or Diligence shall be issued without Leave first granted (by the Court in which such Action, Suit, or other Proceeding may have been brought or instituted), which Leave shall be applied for upon Motion to be made in open Court after Notice in Writing given to the Person or Persons sought to be charged: Provided also, that nothing herein contained shall render such past Proprietors liable for Payment of any Debt for which such Action, Suit, or other Proceeding may have been brought, to which they would not have been liable by Operation of Law as Partners in case any Action, Suit, or other Proceeding had been originally brought against them for the same: Provided also, that nothing in this Act contained shall be deemed or taken to enable any Plaintiff, Pursuer, or Complainer, Petitioner, Prosecutor, Defendant, Respondent, or Defender in any Action, Suit, Petition, or other Proceeding under this Act, to recover from any Proprietor of the said Company or any other Person, whomsoever any greater Sum or Sums of Money than such Proprietor or Person would or might have been liable to pay either at Law or in Equity under any Contract for the Time being subsisting if this Act had not been passed: Provided also, that every Managing, General, or Local Director or Proprietor in whose Name any Action, Suit, or Proceeding under this Act shall be commenced, prosecuted, or defended, and every other Proprietor and every Person who shall have been a Proprietor of any Share or Shares in the said Company, against whom any Execution or Diligence upon any Judgment or Decree obtained in any such Action, Suit, or Proceeding shall be issued as aforesaid, shall always be reimbursed and repaid out of the Funds or Property of the said Company all such Costs, Charges, Losses, and Damages as by the Event of such Action, Suit, or Proceeding he or they shall be put unto or become chargeable with; and if the Funds or Property for the Time being of the said Company shall be insufficient to pay such Costs, Charges, Losses, and Damages in full, then the Deficiency shall be made good by the Proprietors for the Time being of the said Company.

may be issued against any Member of the Company.

No greater Sum to be recovered in Actions than could have been recovered if Act had not passed.

Managing, General, or Local Director or Proprietor against whom Judgment obtained to be indemnified from Costs of Suit.

XII. And whereas it is expedient that every Proprietor of the said Company against whom any Execution or Diligence shall be issued upon any Judgment or Decree under the Authority of this Act should have an easy and expeditious Mode of recovering all such Costs, Charges, Losses, and Expences as he or she shall be put unto or become chargeable with in consequence thereof; be it therefore further enacted, That if any

Remedy for Proprietors if Execution is issued against them.

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Execution or Diligence upon any Judgment or Decree obtained in any Action, Suit, or Proceeding under this Act shall be issued against any Proprietor of the said Company, or against any Person who shall have been a Proprietor of the said Company, and such Proprietor or past Proprietor against whom such Execution or Diligence shall be issued shall not within the Space of Fourteen Days next after the issuing thereof be reimbursed out of the Funds or Property of the said Company all such Monies, Costs, Charges, Losses, and Expences as he or she shall have paid or been put unto or become chargeable with in consequence of such Execution or Diligence having been issued against him or her, it shall be lawful for such Proprietor or past Proprietor to divide such Monies, Costs, and Charges, or so much thereof as he or she shall not within the Time aforesaid have been so reimbursed as aforesaid, into as many equal Parts or Shares as the Capital of the said Company shall at that Time be considered as divided into; and each and every Proprietor for the Time being of any Share or Shares in the said Company shall, in proportion to the Number of Shares which he or she may hold in the said Company, and to the Extent of his or her Interest therein, pay One or more of such Parts or Shares, upon Demand, to the Proprietor or past Proprietor against whom such Execution shall have been issued, or to his or her Executors or Administrators; and upon the Neglect or Refusal of any Proprietor for the Time being of the said Company, or of the Executors or Administrators of any deceased Proprietor, to pay, upon Demand, his or her due and fair Proportion (such Proportion having been ascertained and fixed as last aforesaid) of such Monies, Costs, and Charges, then and in every such Case it shall be lawful for the Proprietor or past Proprietor or other Person to whom the same ought to have been paid to sue for and recover the same in or by Action, Suit, or Plaint against the Proprietor or the Executors or Administrators of any Proprietor who shall so neglect or refuse as aforesaid in any of His Majesty's Courts of Record at *Westminster*, or in any other Court of Record, or in any County Court or Court of Conscience, or any Court of Requests for the Recovery of Debts or Demands.

A Memorial of the Names of the Managing Director and of the General and Local Directors and Proprietors to be enrolled in Chancery from Time to Time.

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XIII. And be it further enacted, That a Memorial of the Names of the Managing Director and of the several General and Local Directors for the Time being of the said Company, and of the Names, Residences, and Descriptions of the several Proprietors of the said Company, in the Form or to the Effect expressed in the Schedule to this Act, or as near thereto as the Circumstances of the Case will admit, shall be verified by a Declaration in Writing in the Form (or as near thereto as the Circumstances of the Case will admit) prescribed in the Schedule to an Act passed in the Fifth and Sixth Years 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 Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits ;'* which Declaration shall be made by the Managing Director or one of the General or Local Directors or the Secretary for the Time being of the said Company before a Master or Master Extraordinary in Chancery, and such Memorial when so verified shall be enrolled in the High Court of Chancery within Twelve Calendar Months next after the passing of this Act;

Act; and when any new Managing Director or any new General or Local Director shall be appointed a Memorial or Memorials of the Name or Names of the new Managing Director or new General or Local Director or Directors, specifying in whose Place or Places he or they shall have been appointed, shall in like Manner be verified by the Managing Director, or one of the General or Local Directors, or the Secretary for the Time being of the said Company, and enrolled within Six Calendar Months after such Appointment or Appointments in the Form or to the Effect expressed in the said Schedule for that Purpose; and when any Person or Persons shall cease or discontinue to be a Proprietor or Proprietors of the said Company a Memorial of his, her, or their Name or Names shall in like Manner be verified by the Managing Directors, or by one of the General or Local Directors, or by the Secretary for the Time being of the said Company, and enrolled within Six Calendar Months after such Person or Persons shall have so ceased or discontinued to be such Proprietor or Proprietors; and when any new Proprietor or Proprietors shall be admitted into the said Company a Memorial of his, her, or their Name or Names shall in like Manner be verified by the Managing Director, or by one of the General or Local Directors, or by the Secretary for the Time being of the said Company, and enrolled within Six Calendar Months after any such new Proprietor or Proprietors shall have been so admitted into the said Company; and when and so often as it shall be necessary and proper to memorialize the Name or Names of any Person or Persons who shall have been appointed a new Managing Director or a new General or Local Director or Directors of the said Company, and also of any Person or Persons who shall have ceased or discontinued to be a Proprietor or Proprietors of the said Company, and also of any Person or Persons who shall have been admitted a new Proprietor or Proprietors into the said Company, or to memorialize the Names of any Two or more of the above Classes of Persons, the Names of such Persons respectively may be contained in one and the same Memorial to the Form and Effect expressed in the said Schedule, and be verified and enrolled as herein-before directed: Provided always, that if any Declaration so made shall be false or untrue in any material Particular, the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

XIV. Provided always, and be it further enacted, That until the first Memorial shall have been duly enrolled in manner by this Act directed, no Action, Suit, Petition, or other Proceeding shall be commenced, made, or instituted under the Authority of this Act; and until the Memorial by this Act required to be enrolled in the event of any Person or Persons ceasing or discontinuing to be a Managing Director or General or Local Director or Directors, or a Proprietor or Proprietors of the said Company, shall have been enrolled as herein-before mentioned, the Persons whose Names shall appear in the last Memorial which shall have been made as herein-before required shall be and continue liable to all such Actions, Suits, Executions, and Diligences and other Proceedings under this Act, and shall be entitled to be reimbursed out of the Funds or Property of the said Company all Costs, Charges, Losses, Damages, and Expences incurred or sustained thereby, in the same Manner as if he, she, or they had not ceased or discontinued to be a Managing Director,

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Actions not to be brought until Memorial shall be enrolled.

or General or Local Director, or a Proprietor or Proprietors of the said Company.

An examined Copy of the Enrolment may be received as Evidence.

XV. And be it further enacted, That an examined Copy of the Enrolment of every Memorial to be enrolled pursuant to this Act shall be received in Evidence as Proof of the Contents of such Memorial, and Proof shall not be required that the Person by whom the Memorial purports to be verified was at the Time of such Verification the Managing Director, or one of the General or Local Directors, or the Secretary of the said Company.

To compel Payment of Subscriptions due from Proprietors.

XVI. And be it further enacted, That when and so often as the Directors for the Time being of the said Company shall, pursuant to any Powers and Authorities vested in them by any present or future Deed of Settlement or Partnership Agreement of the said Company, call upon the Proprietors of the said Company to pay any Sum or Sums of Money for or towards such Part as shall at the Time remain unpaid of the Amount of their respective Shares of the Capital of the said Company, or when and so often as any further or other Call shall be made on the Proprietors of the said Company by any General Meeting of the said Company or otherwise under the Provisions of any such Deed of Settlement or Partnership Agreement as aforesaid, the several Persons, Bodies Politic, Corporate, and Collegiate, who now are or shall at any Time hereafter be Proprietors, or the Representative or Representatives of any deceased Proprietor or Proprietors of any Share or Shares in the Capital of the said Company, shall and they are hereby respectively required to pay such Sum or Sums as shall from Time to Time be so called for at such Times and Places, to such Person or Persons, and in such Manner as shall be ordered and directed by the Directors for the Time being of the said Company or by such General Meeting as aforesaid, pursuant to the Provisions of any such Deed of Settlement or Partnership Agreement; and in case any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, shall at any Time refuse or neglect to pay any such Monies at such Time or Times and in such Manner as shall be ordered and directed by the said Directors or by such General Meeting as aforesaid, it shall be lawful for the said Company, in the Name of the Managing Director or of any General or Local Director, or of any Proprietor for the Time being of the said Company, to sue for and recover the same by Action of Debt or otherwise in any of His Majesty's Courts of Record at *Westminster*, together with lawful Interest for the same from such appointed Time of Payment, and all Costs of Suit, from such Person or Persons, or Body or Bodies Politic, Corporate, or Collegiate respectively: Provided always, that in Cases where any One or more Share or Shares in the Capital of the said Company shall be held by or become vested in Two or more Persons jointly, then the said Company shall and may in manner aforesaid sue for and recover the said Sum or Sums of Money so as aforesaid called for or required to be paid, with Interest and Costs as before mentioned, from all or any or either of such Persons respectively.

Proceedings in Actions for Calls.

XVII. And be it further enacted, That in any Action to be brought by the Authority of the said Company in manner aforesaid against any Proprietor

Proprietor or Proprietors or the Representative or Representatives of any deceased Proprietor or Proprietors of any Share or Shares in the Capital of the said Company, to recover any Sum or Sums of Money due and payable to the said Company for or by reason of any Call or Calls made by virtue of the Provisions of any such Deed of Settlement or Partnership Agreement as aforesaid, it shall be sufficient for the said Company to declare and allege that the Defendant or Defendants, being a Proprietor or Proprietors or the Representative or Representatives of a deceased Proprietor or Proprietors of such or so many Share or Shares in the Capital of the said Company, is or are indebted to the said Company in such Sum or Sums of Money as the Call or Calls in arrear shall Amount to, for such or so many Call or Calls of such and so many Sum or Sums of Money upon such and so many Share or Shares belonging to the said Defendant or Defendants (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 only be necessary to prove that the Defendant or Defendants at the Time of making such Call or Calls was or were a Proprietor or Proprietors or the Representative or Representatives of a deceased Proprietor or Proprietors of such Share or Shares in the Capital of the said Company as such Action is brought in respect of, and that such Call or Calls was or were in fact made, and that such Notice thereof was given as is directed by the said Deed of Settlement or Partnership Agreement, without proving the Appointment of the Directors who made such Call or Calls or any other Matter whatsoever, and the said Company shall thereupon be entitled to recover what shall appear due.

XVIII. And be it further enacted, That if any Proprietor or Proprietors of any Share or Shares in the Capital of the said Company, his, her, or their Executors, Administrators, Successors, or Assigns, shall neglect or refuse to pay his, her, or their Part or Proportion of the Money to be called for by the Directors of the said Company or by such General Meeting as aforesaid by the Time appointed for Payment thereof, then and in every such Case such Person or Persons so neglecting or refusing shall (if the Board of Directors of the said Company shall think fit so to order, and whether or not such Money shall then have been sued for in any Court of Law or Equity,) forfeit all his, her, or their Share or Shares upon which such Neglect or Defaults shall have been made, and all Profit and Advantage to arise therefrom; and all Shares which shall or may be so forfeited shall or may at any Time or Times thereafter be sold, by or by the Order of the said Directors for the Time being of the said Company, for the most Money that can be gotten for the same, and may be assigned or transferred to the Purchaser or Purchasers thereof by the Managing Director or any Two General or Local Directors of the said Company, whose Receipt or Receipts for the said Purchase Money shall effectually discharge the Purchaser or Purchasers of such Share or Shares, and the Purchase Money thereof shall be applied and disposed of in the Manner herein-after directed; but no Advantage shall be taken of any such Forfeiture as aforesaid until after One Calendar Month's Notice shall have been given by the said Directors under the Hands of Two of the said Directors, or by the principal Officer of the said Company, to the Proprietor or Proprietors thereof, by Notice left at his, her, or their usual or last known Place of Abode, as the same is to be found in the Books

In default of Payment of Calls, the Shares to be forfeited.

of

of the said Company, or by Letter sent by the Post addressed to such Proprietor or Proprietors at such his, her, or their Place of Abode, nor unless such Order or Declaration of Forfeiture shall have been made by a Meeting of the Board of Directors of the said Company specially called for that Purpose; and every such Forfeiture so to be declared shall (as between the Proprietor or Proprietors of the Share or Shares so forfeited and the said Company) be an absolute Indemnification and Discharge to and for the said Proprietor or Proprietors, his, her, or their Executors, Administrators, Successors, and Assigns, against all further Payments in respect of the Share or Shares so forfeited, and against all Actions, Suits, and Prosecutions for or on account of any future Call or Calls.

If Purchase Money of Shares is more than sufficient to pay the Arrears of Calls, with Interest and Expences, the Surplus to be paid to the Owner on Demand.

XIX. Provided always, and be it further enacted, That in case the Money produced by the Sale of any Share or Shares which shall be forfeited by reason of the Nonpayment of any such Call or Calls as aforesaid shall be more than sufficient to pay all such Arrears of Calls as aforesaid and legal Interest thereon, and the Expences attending the Sale or Sales, the Surplus of such Money shall be paid, on Demand, to the Person or Persons to whom such Share or Shares shall have belonged at the Time of such Forfeiture, or to his or her Executors or Administrators: Provided also, that the said Company or the said Directors shall not by virtue of this Act sell or transfer or direct to be sold or transferred any more of such Shares of such Defaulter or Defaulters than shall be sufficient (as near as may be at the Time of such Sale) to pay the Arrears due from such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after the Payment of all and every such Call or Calls, and the Interest and Expences as aforesaid, any Share or Shares vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Person or Persons to whom such Share or Shares shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly and regularly paid: Provided always, that nothing herein contained shall affect the Title of any Purchaser under the Powers or Directions hereinbefore contained, or render it necessary for such Purchaser to see to the Application of his or her Purchase Money.

Act to apply to the present and future Members of the Company.

XX. And be it further enacted, That this Act and the Provisions herein contained shall extend and be construed to extend to the said Company called "*The Shropshire and North Wales Assurance Company*" at all Times during the Continuance thereof, whether the said Company hath been or be now or shall hereafter be composed of all or of some of the Persons who were the original Proprietors thereof, or of all or some of those Persons, together with some other Person or Persons, or whether the said Company be at the Time of the passing of this Act composed altogether of Persons who were not original Proprietors of the said Company, or whether the said Company shall hereafter be composed of Persons who were not original Proprietors thereof, or of Persons all of whom shall have become Proprietors subsequently to the passing of this Act.

Not to incorporate the Company.

XXI. Provided always, and be it further enacted, That nothing herein contained shall extend, or be deemed, construed, or taken to extend, to

to incorporate the said Company, or to relieve or discharge the said Company or any of the Proprietors or other Holders of Shares in the said Company from any Responsibility, Duty, Contract, or Obligation whatsoever to which by Law they, he, or she now are or is or at any Time hereafter may be subject or liable, either between such Company and other Parties, or as between the said Company and any of the individual Proprietors or other Holders of Shares in the said Company and others, or as between or amongst themselves, or in any other Manner whatsoever.

XXII. 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 referred to by the foregoing Act.

MEMORIAL, made the _____ Day of _____ One thousand eight hundred and _____ of the Names of the present Managing Director, General and Local Directors, and Proprietors of "The Shropshire and North Wales Assurance Company." Enrolled pursuant to an Act passed [*here insert the Date and Title of this Act*].

A.B. of	}	Managing Director.
C.D. of	}	General Directors.
E.F. of		
G.H. of	}	Local Directors.
I. K. of		
L.M. of		
N.O. of	}	Proprietors.
P.Q. of		
R.S. of		
T.U. of		

I A.B. of _____ in the County of _____ [*Description*] Managing Director [*or one of the General or Local Directors, or Secretary,*] of the said Company, do hereby solemnly and sincerely declare, That the above-written Memorial doth contain the Names of the present Managing Director and General and Local Directors, and of all the present Proprietors of the said Company, as the same appear in the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true, and in pursuance of the Provisions of the Statute in that Case made and provided.

(Signed) A.B.

Solemnly declared before me X.T.,
Master or Master Extraordinary
in Chancery. }

1° VICTORIÆ, Cap. lxxxvii.

In case of a Change of the Managing Director, or of any of the General or Local Directors.

MEMORIAL made the _____ Day of _____ One thousand eight hundred and _____ of the Names of the new Managing Director [or of the new General and Local Directors] of "The Shropshire and North Wales Assurance Company," and of the Person [or Persons] in whose Place [or Places] he has [or they have] been appointed. Enrolled pursuant to an Act passed [*here insert the Date and Title of this Act*].

A. B. of	}	Managing Director in the Place of B. A.	}	D. C.
C. D. of				
E. F. of	}	General Directors in the Place of	}	F. E.
G. H. of				H. G.
I. K. of				}
L. M. of	M. L.			
N. O. of	O. N.			

I A. B. of _____ in the County of _____ Managing Director [or one of the General or Local Directors, or Secretary,] of the said Company, do hereby solemnly and sincerely declare, That the above-written Memorial doth contain the Names of the new Managing Director [or of the new General and Local Directors] of the said Company, and of the Persons in whose Place [or Places] he has been [or they have been] appointed, as the same appear in the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true, and in pursuance of the Provisions of the Statute in that Case made and provided.

(Signed) A. B.

Solemnly declared, &c.

N.B.—The last Memorial as to a new Managing Director [or to new General and Local Directors] was enrolled on the _____ Day of _____

In case of Persons ceasing to be Proprietors.

A MEMORIAL made the _____ Day of _____ One thousand eight hundred and _____ of the Names of the Persons who have ceased or discontinued to hold any Share or Shares in "The Shropshire and North Wales Assurance Company" since the _____ Day of _____ One thousand eight hundred and _____ being the Date of the Memorial last registered respecting Persons ceasing to be Proprietors of the said Company. Enrolled pursuant to an Act passed [*here insert the Date and Title of this Act*].

G. H. of
I. K. of
L. M. of

I A. B. of _____ in the County of _____ Managing Director [or one of the General or Local Directors or Secretary] of the said Company, do hereby solemnly and sincerely declare, That the above-written Memorial doth contain the Names of the Persons who have ceased or discontinued to hold any Share or Shares in the above-named Company since the _____ Day of _____ One thousand eight hundred and _____ as the same appear in the Books of the said Company;

Company; and I make this solemn Declaration conscientiously believing the same to be true, and in pursuance of the Provisions of the Statute in that Case made and provided.

(Signed) A. B.

Solemnly declared [*insert Affirmation*].

N.B.—The last Memorial as to the ceasing of Proprietors was enrolled on the _____ Day of _____

In case of Persons becoming new Proprietors.

A MEMORIAL made the _____ Day of _____ One thousand eight hundred and _____ of the Names of the Persons who have become new Proprietors of “The Shropshire and North Wales Assurance Company” since the _____ Day of _____ One thousand eight hundred and _____ being the Date of the Memorial last registered respecting new Proprietors of the said Company. Enrolled pursuant to an Act passed [*here insert the Date and Title of this Act*].

I. K. of
L. M. of
N. O. of

}

I A. B. of _____ in the County of _____ Managing Director [*or one of the General or Local Directors, or Secretary,*] of the said Company, do hereby solemnly and sincerely declare, That the above-written Memorial doth contain the Names of the Persons who have become new Proprietors of the said Company since the _____ Day of _____ One thousand eight hundred and _____ as the same appear in the Books of the said Company; and I make this solemn Declaration conscientiously believing the same to be true, and in pursuance of the Provisions of the Statute in that Case made and provided.

(Signed) A. B.

Solemnly declared [*insert Affirmation*].

The last Memorial as to new Proprietors was enrolled on the _____ Day of _____

In case of several Changes at the same Time.

A MEMORIAL made the _____ Day of _____ One thousand eight hundred and _____ of the Names of the new Directors of “The Shropshire and North Wales Assurance Company,” and of the Persons in whose Place they have been appointed, and of the Names of the Persons who have ceased or discontinued to be Proprietors of the said Company, and of the new Proprietors of the said Company. Enrolled pursuant to an Act passed [*here insert the Date and Title of this Act*].

Names of the new Managing Director and of the new General and Local Directors, and of the Persons in whose Place they have been appointed.

A. B. of
C. D. of
E. F. of

} Managing Director in the Place of B. A.
} General Directors in the Place of { D. C.
} F. E.

I. K.

I. K. of
L. M. of

} Local Directors in the Place of { *K. I.*
M. L.

Names of the Persons who have ceased to be Proprietors.

N. O. of
P. Q. of

Names of new Proprietors.

R. S. of
T. V. of

I *A. B.* of _____ in the County of _____ Managing Director
[or one of the General or Local Directors, or Secretary,] of the said
Company, do hereby solemnly and sincerely declare, That the above-
written Memorial doth contain the Names of the new Managing Director
and of the new General and Local Directors of the said Company, and
of the Persons in whose Places they have been appointed, and of the
Persons who have ceased or discontinued to be Proprietors of the said
Company, and of the new Proprietors of the said Company, as the same
respectively appear in the Books of the said Company; and I make this
solemn Declaration conscientiously believing the same to be true, and
in pursuance of the Provisions of the Statute in that Case made and
provided.

(Signed) *A. B.*

Solemnly declared, &c.

N.B.—The last Memorial as to new Managing Director and new General
and Local Directors was enrolled on the _____ Day of _____

The last Memorial as to ceasing and discontinuing of Proprietors was
enrolled on the _____ Day of _____

The last Memorial as to new Proprietors was enrolled on the
Day of _____