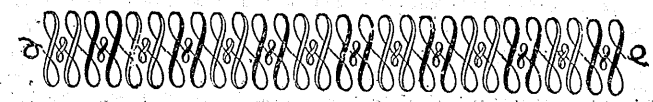


148-26



A  
B I L L

[AS AMENDED BY THE COMMITTEE]

T O  
Incorporate certain Persons by the Name of " The  
" LONDON COMPANY for the Manufacture of  
" Flour, Meal, and Bread."

Note.—The Figures in the Margin denote the Number of the Folios  
in the written Copy.

N. B. The Clauses marked (A), (B), and (C), were added by the  
Committee.

**W**H E R E A S the Establishment of a Manufactory  
for Flour, Meal, and Bread, in *London*, or its Neigh-  
bourhood, would be of considerable Benefit and Uti-  
lity, and would greatly tend to insure to the Metro-  
polis, and its Neighbourhood, a more regular Supply  
of Flour, Meal, and Bread at reasonable Prices: 1

And whereas such Manufactory cannot be advantageously esta-  
blished and carried on, unless a considerable Joint Stock is raised  
for that Purpose: 2

And whereas the several Persons hereinafter named, and very  
many other Persons, have already agreed to become Subscribers  
thereto:

And whereas it is expedient, for the more easily carrying on the  
said Manufactory, that the said several Persons, and such others as  
shall hereafter become Subscribers thereto, should be incorpo-  
rated;

A May

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 Sir Richard Neave, Sir John Call, Sir Robert Preston, Sir Frederick Eden, Baronets, John Hatfield, William Deuaynes, Robert Bidulph, John Julius Angerstein, John Frere, Thomas William Coke, John Fane, Samuel Bosanquet, Magens Dorrien Magens, Edward Forster, George Hibbert, Job Matbew, Brook Watson, William Robinson, William Mackintosh, Thomas Boddington, Thomas King, Esquires, and Robert Sberjon, Doctor of Physic, and every other Person and Persons who shall hereafter either in their own Right, as original Subscribers to the same, or as Executors, Administrators, Successors, or Assigns, in Right of any such original Subscriber or Subscribers, become Proprietors of, or interested in any Part or Share of the Joint Capital Stock or Fund hereinafter mentioned, shall be One distinct and separate Body Politic and Corporate, in Deed and in Name, by the Name and Style of "The London Company for the Manufacture of Flour, Meal, and Bread," and that by the same Name they shall have Succession, and a Common Seal, and that they and their Successors may from Time to Time break, alter, make new, or change such Common Seal, as shall be found expedient; and that such Corporation shall be able and capable in Law to have, purchase, receive, take, and enjoy Lands, Tenements, and Hereditaments, of what Kind, Nature, or Quality soever, not exceeding the Annual Value of Two Thousand Pounds, above all Charges and Reprizes, for the Use of the said Manufactory, without Licence to hold or enjoy the same in Mortmain, and that such Corporation may grant, sell, demise, alien, or dispose of such Lands, Tenements, or Hereditaments, or any Part thereof, at their free Will and Pleasure; and in their Corporate Name shall and may sue and implead, and be sued and impleaded, answer and be answered, in all or any Courts of Record, and Places of Judicature in this Kingdom, in all Causes and Actions whatsoever, for, touching, or concerning the said Corporation, or the Manufactory to be by them carried on as aforesaid.

**And be it further Enacted**, That it shall be lawful for the several Persons hereinbefore named, and for such other Persons as shall be willing and desirous to join with them in forming the said Company, to raise and contribute among themselves a Capital or Joint

Joint Stock, to be applied and used in establishing and carrying on the said Manufactory, not exceeding the Sum of One Hundred and Twenty Thousand Pounds, and such Capital or Joint Stock shall be divided into Four Thousand Eight Hundred Parts or Shares, or such Part of such Capital or Joint Stock as shall be contributed as aforesaid, shall be divided into Shares of Twenty-five Pounds each; and all such Shares shall be deemed Personal Estate, and be transmissible as such, and not of the Nature of Real Estate; and that the said Shares shall be, and they are hereby accordingly vested in the several Subscribers thereto, and their respective Executors, Administrators, and Assigns, to and for their own respective Use and Benefit, proportionably to the Sums they shall respectively subscribe and pay thereunto: Provided always, that no Proprietor or Joint Proprietors of any such Share as aforesaid, shall have or hold, either in his, her, or their own Name or Names, or in the Name or Names of any other Person or Persons to or for his or her Use or Benefit, more than Forty such Shares; and every Assignment of any such Share or Shares to any Person or Persons who shall already be the Holder or Holders of Forty such Shares, or to any other Person or Persons for his or their Use or Benefit, shall be absolutely void: Provided also, that when by reason of any Partnership, Death, Marriage, or otherwise, any such Proprietor or Joint Proprietors as aforesaid, shall be possessed of or entitled to more than Forty such Shares, and shall not absolutely assign or dispose of the same within Six Calendar Months after becoming so possessed or entitled as aforesaid, then and in every such Case it shall be lawful for the Managers of the said Company, and they are hereby required, to sell all such Shares exceeding Forty by public Auction, and to receive the Produce of such Sale, which shall be paid to the Person or Persons who shall have become entitled to the said Shares as aforesaid.

**And**, to the Intent that all Matters and Things touching the Concerns of the said Company may be managed and conducted in the most beneficial Manner, **Be it further Enacted**, That all and every Person or Persons who shall by virtue of this Act have subscribed for, or shall become entitled to, and be in the actual Possession of Four or more Shares in the said Undertaking, shall have a Vote or Votes in respect of such Shares in the General and Special Meetings of the said Company, to be held as hereinafter directed, for carrying on the said Undertaking, or relative thereto, in proportion to the Number of Shares following; that is to say, for Four Shares and less than Ten Shares One Vote; for Ten Shares and less than Twenty Shares Two Votes; for Twenty Shares and less than Forty Shares

[ 4 ]

Shares Three Votes; and for Forty Shares Four Votes; but no Person shall be entitled to give any Vote who shall not be possessed of Four Shares.

13 And be it further Enacted, That all Elections of Officers, and every other Question, Matter, or Thing whatsoever, which shall be proposed, discussed, or considered at any Meeting of the said Company to be held in pursuance of this Act, shall be finally determined by the Majority of Votes then present, and in case of an equal Division, the Chairman for the Time being shall have the casting Vote.

And be it further Enacted, That whenever Two or more Persons shall be jointly possessed of Four or more Shares in the Capital or Joint Stock of the said Company, they shall be entitled to give their Vote or Votes in respect thereof by the Person whose Name shall stand first in the Books of the said Company as Joint Proprietor of such Shares.

14 Provided always, That no Person or Persons shall vote at any of the Meetings of the said Company, or of the said Managers, to be held pursuant to this Act, upon any Question relating to the Concerns of the said Company, in which such Person or Persons shall be in any Manner interested, otherwise than as a Proprietor of the said Undertaking.

15 And be it further Enacted, That there shall be a General Meeting of the said Company within One Month after the passing of this Act, of which Meeting Eight Days previous Notice shall be given in the London Gazette, and in One or more of the public London News-papers; and at such Meeting One of the Proprietors present shall be appointed Chairman; and in case Two or more Persons shall be proposed to fill that Office, and shall have an equal Number of Votes, then the Persons so proposed shall draw Lots for the same; and that after the Appointment of a Chairman, such Meeting shall proceed to the Election of Twelve Persons, respectively Proprietors of Twenty Shares in the said Undertaking, to be Managers for conducting, managing, and ordering the Affairs and Business of the said Company, according to the Powers and Regulations herein contained, and subject to such Orders and Directions, consistent therewith, as shall be prescribed to them by such General Meeting as aforesaid, or by any other Meeting of the said Company to be held in pursuance of this Act; and such Managers shall continue in their said Offices for Four Years after the passing of this

[ 5 ]

this Act, and at the Expiration of the said Four Years One-third of the said Managers, to be determined among themselves by Ballot, shall quit the said Office; and no Person quitting the Office of Manager by such Rotation as aforesaid, shall be eligible into the said Office, until the Expiration of One whole Year from the Time of his retiring therefrom. 17

And be it further Enacted, That there shall be a General Meeting of the said Company some Time in the Months of April or May in every Year, of which Meeting Eight Days Notice at least shall be given by Advertisement in the London Gazette, and in One or more of the London News-papers, or in such other Manner as any preceding General Meeting shall in that Behalf direct; and that at all such General Meetings One of the Managers of the Company, to be elected as aforesaid, for the Time being shall be the Chairman; and all such Meetings shall have Power to adjourn themselves from Time to Time, and from Place to Place, as they shall think expedient; and such General Meetings shall elect Persons qualified as aforesaid to replace the Managers who shall quit the said Office by such Rotation as aforesaid, and to supply any Vacancies which shall have arisen by Death, Resignation, or otherwise, and shall do, transact, superintend, or controul all other the Affairs and Concerns of the said Company. 18

And be it further Enacted, That if at any Time it shall appear to any Meeting of the Managers for the Time being, hereby authorized to proceed to Business, or to any Nine or more of the other Proprietors, who shall together be Holders of Two Hundred Shares at the least, to be necessary or expedient to call a Special Meeting of the Proprietors at large, for the Purpose of taking their Opinion and Determination upon any Matter or Thing relating to the said Company, then and in every such Case it shall be lawful for such Meeting of the Managers, of their own Authority, or at the Requisition in Writing, to be signed by such Nine or more other Proprietors, being Holders of at least Two Hundred Shares, and which Requisition shall specify the Object of such Meeting; and in case any Meeting of Managers shall refuse or neglect for the Space of Fourteen Days to comply with such Requisition, then and in such Case it shall be lawful for the Proprietors who shall have signed the same, to call a Special Meeting of the Proprietors at large, by Advertisement in the London Gazette, and in One or more of the London News-papers, specifying the Place where and the Time when such Meeting is to be held, the Time not being less than Fourteen Days after such Notice, and the Place somewhere in London or Westminster, 19 20

B

Westminster, and likewise specifying in such Notice the Reason for, and Intention of calling such Special Meeting; and the Proprietors are hereby authorized to meet pursuant to such Notice, and take into

21 Consideration the Matter or Matters to be submitted to them by the Persons calling such Special Meeting, and specified in such Notice; and the Decision and Determination of the Proprietors present at such Meeting, or the major Part of them, according to the Number of Votes they shall have a Right to give respecting such Matter or Matters, shall be as valid, to all Intents and Purposes, as if the same had been made at a General Meeting of the said Company, held in the Manner hereinbefore appointed.

22 And be it further Enacted, That any Three or more of the said Managers, but not less, shall be a sufficient Number to constitute a Meeting, for the Purpose of executing all such Powers and Authorities as the Whole of the Managers might have executed if assembled together; and that One of the Managers shall in the first Place be elected Chairman; and that all Questions, Matters, and Things, which shall be proposed, discussed, or considered by them, shall be decided and determined by the Majority in Number of the Managers then present; and in case of an equal Division, the Chairman shall have the casting Vote: Provided always, that if on the Day appointed for any Meeting of the said Managers there shall not attend Three or more of them, that then and in every such Case the Meeting shall be adjourned to that Day Seven-night by the Members or Member then present, or if none, by the Principal or Chief Clerk to the said Company, or such other Person as shall attend in his Place.

23 And be it further Enacted, That the Managers of the said Company so to be chosen as aforesaid, shall from Time to Time have full Power and Authority to direct and manage all and singular the Affairs and Business of the said Company, as well in contracting for and purchasing Lands and Materials for the Use of the said Undertaking, as in the ordering, directing, and employing the Works and Workmen, and in placing and displacing Officers, Clerks, Agents, and Servants, and in making all Contracts and Bargains touching or in anywise concerning the said Undertaking: Provided always, that the Treasurer or Treasurers of the said

24 Company shall not issue any Sum or Sums of Money on Account of the said Company, without an Order signed by the Chairman and One other at least of the Managers present at some such Meeting.

And

And be it further Enacted, That every Meeting of the said Proprietors shall have full Power and Authority to remove or displace any Person chosen to be such Manager as aforesaid, and to elect others, qualified as aforesaid, to be Managers in the Room of those who shall be so removed or displaced, and of those who may happen to die; and shall also have full Power and Authority to make such Rules, Orders, Bye Laws, and Regulations, for the good Government of the said Company, and for the well and orderly carrying on the said Undertaking, and from Time to Time to alter or

25 repeal such Rules, Orders, Bye Laws, and Regulations, or any of them, and to make others, and to enforce the Observance of the same by such Means as they shall see fit; which Rules, Orders, Bye Laws, and Regulations, being reduced into Writing under the Common Seal of the said Company, and afterwards printed and put up in some conspicuous Part or Parts of the said Manufactory, shall be binding upon, and be observed by all Parties, and shall be sufficient, in any Court of Law or Equity, to justify all Persons who shall act under the same, provided they be not repugnant to the Laws of this Realm, or any of the express Directions of this Act.

And be it further Enacted, That every such General Meeting

26 as aforesaid, or the Managers of the said Company, shall have full Power and Authority from Time to Time to make such Call or Calls for Money from the several Proprietors of the said Undertaking, to establish and carry on the same, as they shall from Time to Time find wanting and necessary for those Purposes, so that no such Call do exceed the Sum of Five Pounds for or in respect of any One Share of Twenty-five Pounds, and so that no such Calls be made but at the Distance of Three Calendar Months at least from each other; which Money so to be called for shall be paid into the

27 Hands of the Treasurers to the said Company, to be issued, paid, and applied as the Managers respectively shall from Time to Time appoint and direct, for the Use of the said Undertaking.

And be it further Enacted, That every Proprietor of any Share or Shares in the said Undertaking, shall from Time to Time pay his or her Proportion of the Money so to be called for as aforesaid, at such Time and Place as shall be appointed for that Purpose by the Meeting of Proprietors or Managers making such Call, of which One Calendar Month's Notice at least shall be given in some Daily News-paper or News-papers published in London, or in such other Manner as the said Company of Proprietors shall at any

28 Meeting direct and appoint in that Behalf; and in case any such Person shall neglect or refuse to pay his or her Proportion of the Money

[ 8 ]

Money so to be called for as aforesaid, for the Space of Three Calendar Months after the Time appointed for Payment thereof as aforesaid, then and in such Case the Person so neglecting or refusing, shall absolutely forfeit all his or her Share, Part, and Interest in the said Undertaking, and all Profit and Advantage thereof, and all Money theretofore advanced by him or her on Account thereof, to and for the Use and Benefit of the other Proprietors of the said Undertaking; and all Shares which shall or may be so forfeited, shall or may be sold at a public Sale by the said Managers, for the most Money that can be gotten for the same, and the Produce thereof shall go to and make Part of the Capital or Joint Stock of the said Company: Provided always, that no Advantage shall be taken of such Forfeiture of any Share in the said Undertaking as aforesaid, until after personal Notice shall be given by the Treasurer or Clerk to the said Company of Proprietors to the Owner thereof, nor unless the same shall be declared to be forfeited at the first Meeting of the said Company of Proprietors which shall be held next after such Forfeiture shall happen: Provided also, that every such Forfeiture, after the same shall be taken Advantage of by the rest of the said Company of Proprietors as aforesaid, shall be an absolute Indemnification and Discharge to and for the Proprietors so forfeiting, against all Actions, Suits, and Prosecutions for any Breach of Contract or other Agreement between such Proprietor and the rest of the said Company, with regard to the future carrying on and Management of the said Undertaking.

And be it further Enacted, That if a Proprietor of any Share or Shares in the said Undertaking shall die before Payment shall have been made by him or her of the full Sum, to be called for in respect thereof as aforesaid, without having made any sufficient Provision by Will or otherwise how such Share or Shares shall be disposed of, and how the future Calls in respect thereof shall be answered, then and in such Case the Executors or Administrators of such Proprietor, and the Trustee or Trustees, Guardian or Guardians of any Infant, or other Person entitled to the Estate and Effects of such Proprietor, shall be indemnified against such Infant, and all other Persons whomsoever, for paying any Money which shall be called for as aforesaid, in respect of the Share or Shares of such deceased Proprietor.

Provided always, and be it further Enacted, That no Dividend or Dividends of the Profits of the said Undertaking shall be made or taken by the said Proprietors exceeding in the Whole Ten Pounds per Centum per Annum on the Amount of the Sums which

[ 9 ]

which shall have been contributed for raising the Capital or Joint Stock of the said Company, hereby authorized to be raised, and in case any Profits shall be made by Means of the said Manufacture beyond the Amount of Ten Pounds per Centum per Annum on the said Capital or Joint Stock, the same shall be applied to such Purposes and in such Manner as Parliament shall direct.

Provided always, and be it further Enacted, That the Managers of the said Company shall Yearly, within Ten Days after the Twenty-fifth Day of March, if Parliament shall be then sitting, or as soon after as Parliament shall sit, lay or cause to be laid before each House of Parliament a true Account of the Receipt and Application of all Monies received and applied by the said Company, and of the Quantities of Wheat or other Grain bought on each Day when Purchases shall have been made, and the Prices paid for the same, shewing also the Quantities in Store, both of Grain and of Flour and Meal, on the First Day of each Month throughout the Year, ending the Thirty-first Day of December preceding; and also the Quantities of Flour and Bread manufactured by the said Company in each Month within the said preceding Year, and of the Debts and Credits of the said Company on the said Thirty-first Day of December preceding, and the Names of the Members of the said Company, and the Number of Shares held by each.

And be it further Enacted, That it shall be lawful for the said Company to manufacture and sell in every Year, commencing from the First Day of January, any Quantity of Flour or Meal not exceeding One Hundred and Twenty Thousand Sacks of Two Hundred and Eighty Pounds Weight Avoirdupois each, and it shall be lawful for them to make Weekly, any Quantity of Flour or Meal into Bread, not exceeding Two Hundred Sacks of the like Weight, and to sell the same.

And be it further Enacted, That it shall be lawful for the several Proprietors of the said Undertaking, or any of them, to sell and transfer any Share or Shares which they shall respectively be entitled to therein, and every such Transfer shall be in the Form or to the Effect following; (videlicet)

" I [the Vendor] do hereby assign and transfer to [the Vendee]  
 " his Executors, Administrators, and Assigns, all those my  
 " Shares in the Capital or Joint Stock of the London  
 " Company for the Manufacture of Flour, Meal, and  
 " Bread,

C

[ 10 ]

“ Bread, and all my Right and Interest therein. Witness  
“ my Hand this Day of

And every such Transfer shall be registered in the Books of the said Company, and a Copy of such Register, signed by their Clerk or other Officer duly authorized thereto, shall be sufficient Evidence of every such Sale and Transfer: Provided always, that until such Transfer shall be so registered in the Books of the said Company as aforesaid, no Purchaser or Purchasers of any Share or Shares in the said Company, shall have any Part or Share of the Profits of the said Undertaking, nor any Interest or Dividend paid to him, her, or them for or in respect of such Share or Shares so purchased, nor be entitled to vote as a Proprietor or Proprietors of the said Undertaking.

36 And be it further Enacted, That if the said Sum of One Hundred and Twenty Thousand Pounds hereinbefore authorized to be raised shall be found insufficient for the carrying on, or completing and maintaining of the said Undertaking, then and in such Case it shall be lawful for the said Company, after a Resolution for that Purpose shall have been passed at any General or Special Meeting of the said Company, to raise for the Purposes aforesaid any further Sum or Sums of Money not exceeding in the Whole the Sum of Thirty Thousand Pounds, and that such further Sum or Sums may be raised by further Subscriptions to the Amount of the said Thirty Thousand Pounds, or any Part thereof, under and subject to such and the same Rules, Orders, and Regulations, as in and by this Act are mentioned, expressed, declared, and contained with respect to the said One Hundred and Twenty Thousand Pounds, as fully and effectually, to all Intents and Purposes, as if such further Sum or Sums hereby allowed to be raised had originally constituted Part of the said One Hundred and Twenty Thousand Pounds; and the Subscribers of such further Sum or Sums shall be Members of the said Company, and entitled to the same Advantages and Privileges, and subject to the same Rules, Orders, and Regulations as are hereby given and provided in respect of the Subscribers to the said One Hundred and Twenty Thousand Pounds.

38 Provided always, and be it further Enacted, That if the said Company shall be desirous of raising the said additional Sum of Thirty Thousand Pounds, or any Part thereof, by Mortgage or Bond, then and in such Case it shall be lawful for the said Company, pursuant to a Resolution to be passed in that Behalf at a Meeting of the said Company, to borrow and take up at Interest the said Sum of Thirty

[ 11 ]

Thirty Thousand Pounds, or any Part thereof, upon the Credit of the said Undertaking, as to them shall seem meet and convenient; and the said Company of Proprietors are hereby accordingly fully authorized and empowered to grant, assign, and make over all their Lands, Buildings, and Appurtenances, Property and Effects, or any Part thereof, as a Security for the Sum or Sums of Money so to be borrowed, with legal Interest, unto the Person or Persons who shall lend and advance the same, or as he or they shall direct; all which Assignments shall be made under the Common Seal of the said Company, and may be according to the Form following; (that is to say)

“ By Virtue of an Act of Parliament made in the Fortieth  
“ Year of the Reign of King GEORGE the Third, intituled  
“ [set forth the Title of the Act] We, the London Com-  
“ pany for the Manufacture of Flour, Meal, and Bread, 40  
“ incorporated by virtue of the said Act, in Consideration  
“ of the Sum of to us paid by A. B. of  
“ do hereby bargain, sell, and assign unto the said A. B. his  
“ Executors, Administrators, and Assigns, all [describe the  
“ Property to be comprized in the Security] and all the Estate,  
“ Right, Title, and Interest of us the said Company of, in,  
“ to, or out of the same respectively, to hold unto the said  
“ A. B. his Executors, Administrators, and Assigns, until  
“ the Sum of together with Interest for the same  
“ after the Rate of per Centum per Annum, shall 41  
“ be fully paid and satisfied. Given under our Common  
“ Seal the Day of

And the Money so to be borrowed as aforesaid shall be applied and disposed of for completing, carrying on, and maintaining the said Undertaking, and for carrying the several Powers and Authorities hereby given into Execution.

And be it further Enacted, That an Entry or Memorial of every such Assignment or Mortgage as aforesaid, containing the Date, Names of the Parties, and the Sum thereby secured, with the Rate of Interest to be paid for the same, shall be made or entered in a Book to be kept for that Purpose by the Clerk to the said Company, and that such Book shall and may be perused gratis at all reasonable Times, by any of the Proprietors of the said Undertaking; and that all and every Person and Persons to whom any such Assignment or Mortgage shall be made as aforesaid, or who shall be entitled to the Money thereby secured, shall and may from Time

Time to Time assign or transfer his, her, or their Right and Interest therein unto any Person or Persons whomsoever, either by Indorsement thereon or otherwise, which Transfer shall and may be made according to the Form following; (videlicet)

" I A. B. do hereby transfer the within Mortgage [or, a certain Mortgage made to me by the London Company for the Manufacture of Flour, Meal, and Bread, bearing Date the Day of ] and the Principal Sum of thereby secured, and the Interest now due and hereafter to grow due for the same, and all my Right and Property therein, unto C. D. of his Executors, Administrators, and Assigns. Dated this Day of

44 And every such Transfer shall, within Twenty-eight Days after the Date thereof, be produced to the Clerk, or one of the Clerks to the said Company, who shall cause an Entry or Memorial thereof to the same Purport and Effect as hereinbefore directed with respect to the original Assignment or Mortgage, to be made or entered in the Book to be kept for entering such original Assignments or Mortgages; and that after such Entry shall be made, but not before, such Transfer shall entitle such Assignee or Assignees, his, her, or their 45 Executors, Administrators, and Assigns, to the full Benefit of the original Mortgage.

Provided always, and be it further Enacted, That the Interest of the Money which shall be borrowed by Mortgage as aforesaid, shall be paid Half Yearly, to the Person or Persons entitled thereto, in preference to any Interest or Dividend which shall become due and payable by virtue of this Act to the said Company of Proprietors, or any of them, and shall from Time to Time be fully paid and discharged, or provided for, before any such Interest or Dividends due to the said Proprietors shall be paid or made; and such Interest when due, shall and may be sued for and recovered, with Costs of Suit, by an Action of Debt, or on the Case, in 46 any of His Majesty's Courts of Record at Westminster.

CLAUSE (C.) And be it further Enacted, That no Person who shall be a Member, or a Manager or other Officer of the said Company, shall for that Cause only be disabled from being a Member of Parliament, or shall, in respect of his Share or Shares therein, be or be adjudged liable to be a Bankrupt within the Intent and Meaning of all or any of the Statutes made of or concerning Bankrupts.

And

And be it further Enacted, That if any Action, Suit, or Information shall be brought against any Person or Persons for any Thing done by him or them in pursuance of this Act, or in the Execution of the Powers and Authorities, or the Orders and Directions hereinbefore given or granted, every such Action, Suit, or Information, shall be brought or commenced within Six Calendar Months next after the Fact committed, and not afterwards, and shall be brought, laid, and tried in the County where the Matter in Dispute shall arise, and not elsewhere; and that the Defendant or Defendants in all such Actions or Suits may plead the General Issue, and give this Act and the Special Matter in Evidence at any Trial or Trials to be had thereupon, and that the same was done in pursuance and by the Authority of this Act; and if it shall appear to have been so done, or if any such Action, Suit, or Information shall be brought after the Time before limited for bringing the same, or shall be brought or laid 47 in any other County or Place than as aforesaid, then and in every such Case the Jury shall find for the Defendant or Defendants; and if a Verdict shall be found for the Defendant or Defendants, or if the Plaintiff or Plaintiffs shall become nonsuited, or discontinue his, her, or their Action, Suit, or Information, after the Defendant or Defendants shall have appeared, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants in every such Case shall have Treble Costs, 48 and shall have such Remedy for Recovery of the same, as any Defendant or Defendants hath or have for Costs of Suit in other Cases by Law.

And be it further Enacted, That this Act shall be deemed, adjudged, and taken to be a Public Act, and shall be judicially taken Notice of as such by all Judges, Justices, and other Persons whomsoever, without specially pleading the same.

400.

A  
B I L L

[AS AMENDED BY THE COMMITTEE]

TO

Incorporate certain Persons by the Name  
of "The LONDON COMPANY for the  
"Manufacture of Flour, Meal, and  
"Bread."

*Ordered to be printed 23d June 1800.*