ANNO TRICESIMO QUINTO

Georgii III. Regis.

CAP. XCIII.

An Act for guaranteeing the Payment of the Dividends on a Loan of Four millions ſix hundred thouſand Pounds to the Emperor of *Germany*.

[22d *June* 1795.]

Moſt Gracious Sovereign,

WHEREAS by a Convention ſigned between Your Majeſty and the Emperor of *Germany*, bearing Date the Fourth Day of *May* One thouſand ſeven hundred and ninety-five, it was agreed that, in order to aſſiſt the Efforts which His Imperial Majeſty was deſirous of making, and to facilitate to Him the Means of bringing forward the Reſources of His Dominions in the Defence of the Common Cauſe, Your Majeſty engaged to propoſe to Your Parliament to guaranty the regular Payment of the Half-yearly Dividends on the Sum of Four millions ſix hundred thouſand Pounds Sterling, which was or was to be raiſed on Account of His Imperial Majeſty, on the Terms and in the Manner ſpecified in Two Engagements or *Octrois* annexed to the ſaid Convention; that is to ſay, That every Contributor ſhould, for every One hundred Pounds contributed and paid, be entitled to the principal Sum of Eighty-three Pounds Six Shillings and Eight-pence, bearing Intereſt at the Rate of Three Pounds *per Centum per Annum*, redeemable at Par; and alſo an Annuity of Five Pounds, to continue for a certain Term of Twenty-five Years, from the Firſt Day of *May* One thouſand ſeven hundred and ninety-four, and then to ceaſe; the ſaid Intereſt and Annuities to commence from the Firſt Day of *May* One thouſand ſeven hundred and ninety-four, and to be paid Half-yearly

Preamble.

Convention between His Majeſty and the Emperor of *Germany* of *May* 4, 1795, recited.

yearly at the Bank of *England*; *videlicet*, On the Firſt Day of *May* and the Firſt Day of *November* in every Year by equal Portions: And whereas the Subſcribers to a Loan of Eighteen Million for the preſent Year have likewiſe agreed to advance and lend, unto his Imperial Majeſty, the Whole of the aforeſaid Sum of Four millions ſix hundred thouſand Pounds, on the Terms and Conditions above referred to or expreſſed; and have agreed to advance the ſame, provided the regular Payment of the Dividends to grow due thereon ſhall be guaranteed by Parliament: And whereas we, the Commons of *Great Britain*, in Parliament aſſembled, have reſolved that Proviſion be made for guaranteeing the Payment of the Dividends on the ſaid Loan of Four millions ſix hundred thouſand Pounds, on Account of the Emperor, conformably to the ſaid Convention: 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 every Contributor towards raiſing the ſaid Sum of Eighteen Millions, raiſed by virtue of an Act of the preſent Seſſion of Parliament, intituled, *An Act for raiſing the Sum of Eighteen Millions by way of Annuities*, ſhall be entitled to ſubſcribe towards the ſaid Loan to the Emperor, for every One hundred Pounds agreed to be contributed and paid towards raiſing the ſaid Eighteen Millions, the Sum of Twenty-five Pounds Eleven Shillings and One Penny, and One Third Part of a Penny; and that, on Default of Payment of the Intereſt and Annuity ſtipulated to be paid on the Part of the Emperor, as herein is mentioned, on the Firſt Day of *May* and the Firſt Day of *November* in every Year, agreeably to the Dividend Certificates to be annexed to the ſaid Debentures and Annuity Bonds, the Amount of ſuch Dividend Certificates ſhall be paid to the reſpective Holders at the Bank of *England*, on the Fifth Day of *July* and Fifth Day of *January*; and that the Payments ſo made at the Bank of *England*, in conſequence of ſuch Default on the Part of his Imperial Majeſty, ſhall be charged and chargeable upon, and are hereby charged upon, and made payable out of, the Conſolidated Fund, and the ſame ſhall be payable and paid at the Bank of *England* on the Days herein-after mentioned; that is to ſay, ſuch of the ſaid Dividends wherein Default ſhall be ſo made on the Firſt Day of *May* in any Year, and ſhall remain unſatisfied on the Fifth Day of *July* next enſuing, ſhall be payable and paid at the Bank of *England* on the Fifth Day of *July* next enſuing ſuch Default; and ſuch of the ſaid Dividends wherein Default ſhall be ſo made on the Firſt Day of *November* in any Year, and ſhall remain unſatisfied on the Fifth Day of *January*, ſhall be payable and paid on the Fifth Day of *January* next enſuing: Provided always, that no ſuch Payment ſhall be made until the reſpective Contributors towards both the ſaid Loans of Eighteen Millions and Four millions ſix hundred thouſand Pounds, ſhall have completed the Whole of the reſpective Sums by them ſubſcribed for the Purchaſe of the ſaid ſeveral Annuities, nor until the Perſon or Perſons entitled thereunto ſhall have depoſited, or ſhall produce, from Time to Time, at the Bank of *England*, the Debenture or Debentures, Annuity Bond or Annuity Bonds, for ſecuring his, her, or their, Share or Intereſt in the principal Sums or Annuities on the ſaid Loan of Four millions ſix hundred thouſand Pounds.

Contributors to the Loan, by virtue of Act 35 *Geo.* III, Cap. 14, may ſubſcribe to the Loan to the Emperor; and on Failure of his paying the Intereſt and Annuities, the ſame to be paid at the Bank, and charged upon the Conſolidated Fund, but not till Subſcriptions to both Loans are completed, and Debentures produced.

II. And

Bank to provide a Book for entering Debentures and Annuity Bonds, and a Duplicate to be tranſmitted to the Auditor of the Exchequer.

II. And be it further enacted, That, in the Office of the Accountant General of the Governor and Company of the Bank of *England* for the Time being, a Book or Books ſhall be provided and kept, in which the Debentures and Annuity Bonds, to be iſſued by the Bankers or Agents for his Imperial Majeſty, ſhall, after being counterſigned by or by the Authority of the ſaid Accountant General, be fairly entered, ſpecifying the Number and Sum of each Debenture and Annuity Bond, and the Name or Names of the Perſon or Perſons in which the ſaid Debentures and Annuity Bonds have been filled up; and the ſaid Accountant General ſhall, on or before the Fifth Day of *January* One thouſand ſeven hundred and ninety-ſix, tranſmit an atteſted Duplicate, fairly written on Paper, of the ſaid Book or Books, into the Office of the Auditor of the Receipt of His Majeſty's Exchequer, there to remain.

Agents of the Emperor may pay to the Bank the Dividends due on the Loan, and ſhall deliver Accounts of Sums to grow due half-yearly, &c. and if the whole Dividends be not paid, the Caſhier to certify the ſame to the Directors which ſhall be tranſmitted to the Treaſury, who ſhall cauſe the Deficiency to be iſſued from the Conſolidated Fund, &c.

III. And be it further enacted, That it ſhall and may be lawful for the Bankers or Agents of the Emperor to advance and pay to the Caſhier or Caſhiers of the Governor and Company of the Bank of *England*, before or on the Firſt Day of *May* and the Firſt Day of *November* in every Year, the Dividends to grow due on the Whole of the Loan of the ſaid Four millions ſix hundred thouſand Pounds, or ſuch Part thereof as ſhall not have been redeemed or paid off by the Emperor, for the Purpoſe of ſatisfying the Dividends to grow due on thoſe Days reſpectively, or to advance and pay to the ſaid Caſhier or Caſhiers ſuch Part of the ſaid Dividends as ſhall have been remitted to them, or ſhall be in their Hands for that Purpoſe; and ſhall alſo, on each Day appointed for Payment of ſuch Dividends as aforeſaid, deliver to ſuch Caſhier or Caſhiers an Account in Writing, ſigned by them, of the Amount of the Sums to grow due at the End of ſuch Half Year on ſuch Loan, and of the Deficiency (if any) in the Sums remitted to them, or in their Hands, for the Purpoſe aforeſaid, together with the Amount of the Principal Sums and Intereſt thereon, which the Emperor may have redeemed or repurchaſed of the ſaid Loan, in purſuance of the Proviſions contained in the Convention before mentioned; and if the Whole of the Half-yearly Dividends ſhall not be paid, to the ſaid Caſhier or Caſhiers, on or before the Day on which the ſame ſhall be payable to the reſpective Contributors, their reſpective Executors, Adminiſtrators, Succeſſors, or Aſſigns, according to the Stipulations before mentioned, the ſaid Caſhier or Caſhiers ſhall, on the Day next afterwards, certify the ſame to the Governor and Company of the Bank of *England*, which Certificate ſhall be by them tranſmitted under their Seal to the Commiſſioners of His Majeſty's Treaſury, or the Lord High Treaſurer for the Time being; and the ſaid Commiſſioners of the Treaſury, or any Three or more of them, or the Lord High Treaſurer for the Time being, ſhall, and they and he are and is hereby empowered, in purſuance of ſuch Certificate, to cauſe to be iſſued, within the Time herein-before limited, to the Governor and Company of the Bank of *England*, out of the Conſolidated Fund, in caſe the neceſſary Proviſion ſhall not, in the mean Time, be made on the Part of his Imperial Majeſty, the Amount of the Deficiency ſo certified, receiving from the ſaid Governor and Company the Tallies or Certificates of the Sums ſo paid on Account of ſuch Dividends, according to the Intent and Meaning of the Convention between His Majeſty and the Emperor before mentioned, in

order that His Majeſty may be enabled to recover the ſame, with Intereſt, in the Manner therein ſpecified.

Treaſury to lay before Parliament an Account of the Sums iſſued, and what has been repaid by the Emperor.

IV. And be it further enacted, That the Commiſſioners of the Treaſury, or the Lord High Treaſurer for the Time being, ſhall cauſe to be prepared, and ſhall lay before both Houſes of Parliament, within Fourteen Days after the Commencement of every Seſſion, an Account of the total Sums from Time to Time iſſued and applied, by virtue of this Act, towards paying and ſatisfying the Dividends to grow due on the ſaid Loan of Four millions ſix hundred thouſand Pounds, or any Part thereof, and alſo an Account of all Sums repaid by or recovered from or on Behalf of the Emperor by reaſon of ſuch Advances, together with the Intereſt paid or recovered thereon.

Debentures and Annuity Bonds iſſued in the Name of the Emperor, may be entered at the Bank, and transferred.

V. And whereas, in purſuance of the ſaid Convention certain Debentures and Annuity Bonds are to be iſſued in the Name of his Imperial Majeſty, by his ſaid Imperial Majeſty's Bankers or Agents reſident in this Kingdom, for ſecuring the principal Sums, Intereſt, and Annuity on the ſaid Loan; be it further enacted, That it ſhall and may be lawful for the Governor and Company of the Bank of *England*, upon the ſaid Debentures or Annuity Bonds, or any Part or Parcel thereof, being lodged at the Bank of *England*, to authorize and direct their Accountant General for the Time being to keep Books, wherein the Perſons ſo depoſiting ſuch Debentures and Annuity Bonds, or any of them, ſhall be credited for the Amount of the Intereſt, according to the principal Sums contained in the ſaid Debentures, and of the Annuities contained in the ſaid Annuity Bonds, and wherein all Aſſignments or Transfers of the principal Sums, Intereſt, and Annuities, of the Debentures and Annuity Bonds reſpectively ſo depoſited, or of any Part or Parcel thereof, ſhall be entered and regiſtered in ſuch Manner as the ſaid Governor and Company ſhall direct, which Entries ſhall be ſigned by the Parties making ſuch Aſſignments or Transfers, or, if ſuch Parties be abſent, by their reſpective Attorney or Attornies thereunto lawfully authorized, in Writing, under his, her, or their Hand and Seal, or Hands and Seals, to be atteſted by Two or more credible Witneſſes; and that the ſeveral Perſons to whom ſuch Transfers ſhall be made ſhall reſpectively underwrite their Acceptance thereof by themſelves, or by their reſpective Attorney or Attornies, thereunto lawfully authorized as aforeſaid, and that no other Method of aſſigning and transferring at the Bank of *England* the principal Sums, Intereſt, and Annuities of the Debentures and Annuity Bonds, that ſhall be ſo depoſited at the Bank of *England*, or any Part or Parcel thereof, or any Intereſt therein, ſhall be good or available in Law for the Purpoſe of claiming or demanding any Dividend, Intereſt, or Annuity, for or on Account of ſuch Debenture or Annuity Bonds as ſhall be depoſited at the Bank of *England* as aforeſaid.

No Stamp Duties to be charged for Debentures, &c.

VI. And be it further enacted, That no Stamp Duties whatſoever ſhall be charged on any of the ſaid Debentures or Annuity Bonds, nor on any of the Aſſignments or Transfers thereof, at the Bank of *England*, nor on any Receipt given for or upon the Payment of the ſaid Loan, or any Part thereof, or of the Intereſt, Annuities, or Dividends, to grow due thereon; any Law or Statute to the contrary notwithſtanding.

VII. And be it further enacted, That if any Perſon or Perſons ſhall forge, counterfeit, or alter, or cauſe or procure to be forged, counterfeited, or altered, or wilfully act or aſſiſt in the forging, counterfeiting, or altering, any Debenture or Debentures, Annuity Bond or Annuity Bonds, purporting to entitle any Perſon or Perſons, or Body Politick or Corporate, to any principal Sum or the Intereſt thereon, or any Annuity or Dividend for or on Account of the ſaid Loan of Four millions ſix hundred thouſand Pounds, or any Part thereof, or by virtue of this Act, or ſhall wilfully deliver to, or depoſit with, the ſaid Governor and Company of the Bank of *England*, any ſuch forged, counterfeited, or altered Debenture or Debentures, Annuity Bond or Annuity Bonds, knowing the ſame to be forged, counterfeited, or altered, with Intention to defraud the Governor and Company of the Bank of *England*, or any Body Politick or Corporate, or any Perſon or Perſons whatſoever, or ſhall forge or counterfeit, or cauſe or procure to be forged or counterfeited, or knowingly or wilfully act or aſſiſt in forging or counterfeiting, any Letter of Attorney, or other Authority or Inſtrument, or any Indorſement on any ſuch Debenture or Debentures, Annuity Bond or Annuity Bonds, to transfer or aſſign any ſuch Debenture or Debentures, or Annuity Bond or Annuity Bonds, as aforeſaid, or any principal Sum or Sums placed in the Name of any Perſon or Perſons whomſoever in the Books of the Bank of *England*, as herein mentioned, or any Part of ſuch Sum or Sums, or to receive any ſuch Intereſt, Annuity, or Dividend, as aforeſaid, or any of them, or any Part thereof, or of any of them, or ſhall forge or counterfeit, or ſhall cauſe or procure to be forged or counterfeited, or wilfully act or aſſiſt in forging or counterfeiting, the Name or Names of any of the Proprietors of any of the ſaid Debentures or Annuity Bonds, or of any of the ſaid principal Sums, Intereſt, Annuities, or Dividends, or any Part thereof, or of any of them, in or to any ſuch pretended Letter of Attorney, Indorſement, Authority, or Inſtrument, or ſhall knowingly and fraudulently demand, or endeavour to have or receive, any ſuch principal Sum or Sums, or any Part thereof, or of any of them, or any ſuch Annuities, Intereſt, or Dividends, or any of them, by virtue of any ſuch counterfeited or forged Letter of Attorney, Indorſement, Authority, or Inſtrument, or ſhall falſely and deceitfully perſonate any true and real Proprietor or Proprietors of any ſuch Debenture or Debentures, Annuity Bond or Annuity Bonds, or of any of ſuch principal Sums as aforeſaid, or of any Part thereof, or of any of ſuch Annuities, Intereſt, or Dividends as aforeſaid, or of any Part thereof, and thereby aſſign or transfer, or endeavour to aſſign or transfer, the ſaid Debenture or Debentures, Annuity Bond or Annuity Bonds, or any of them, or the ſaid principal Sums or any of them, or any Part thereof, or of any of them, or thereby receive or endeavour to receive any of the ſaid Annuities, Intereſt, or Dividends, or any Part thereof, or of any of them, with Intent to defraud His Majeſty, His Heirs or Succeſſors, or the Governor and Company of the Bank of *England*, or any Body Politick or Corporate, or any Perſon or Perſons whomſoever, or ſhall forge, counterfeit, or alter, or cauſe or procure to be forged, counterfeited, or altered, any Warrant for Payment of any Annuity, Intereſt, or Dividend, herein mentioned, or any Indorſement on any Warrant for Payment of any ſuch Annuity, Intereſt, or Dividend, or ſhall offer, diſpoſe of, or put away, any ſuch forged, counterfeited, or altered Warrant, for Payment of any Annuity, Intereſt, or Dividend, as aforeſaid, or any Warrant,

Penalty for forging Debentures, Annuity Bonds, Letters of Attorney, &c.

Warrant for ſuch Payment, with ſuch forged, counterfeited, or altered Indorſement thereon, or demand the Money therein contained, or any Part thereof, of the ſaid Governor and Company of the Bank of *England*, or any their Officers or Servants, knowing ſuch Warrant for Payment of any ſuch Annuity, Intereſt, or Dividend, as aforeſaid, or the Indorſement on any ſuch Warrant for Payment of any ſuch Annuity, Intereſt, or Dividend, as aforeſaid, to be forged, counterfeited, or altered, with Intent to defraud the Governor and Company of the Bank of *England*, or any Body Politick or Corporate, or any Perſon or Perſons whomſoever, every Perſon or Perſons ſo offending ſhall be deemed guilty of Felony, and ſhall ſuffer Death as in Caſes of Felony without Benefit of Clergy.

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FINIS.