

ANNO TERTIO

GEORGII IV. REGIS.

CAP. XXII.

An Act to amend an Act, passed in the First Year of His present Majesty's Reign, for the Assistance of Trade and Manufactures in *Ireland*, by authorizing the Advance of certain Sums for the Support of Commercial Credit there.

[15th *May* 1822.]

WHEREAS an Act was passed in the First Year of His present Majesty's Reign, intituled *An Act for the Assistance of Trade and Manufactures in* Ireland, *by authorizing the Advance of certain Sums for the Support of Commercial Credit there*; and it was thereby, amongst other Things, enacted, that the Principal Sums which should be advanced, as therein provided, should be paid with Interest as therein directed, by such Instalments, and in such Proportions, and at such Periods and Times, as the Commissioners appointed under the said Act, with the Consent of the Lord Lieutenant, should direct and appoint, and as should be specified accordingly in the Securities to be taken for the same: And whereas divers Sums, to the Amount of One hundred and sixty-two thousand eight hundred and forty-eight Pounds Eighteen Shillings and One Penny, have been lent and advanced under the Provisions of the said Act, upon Securities so taken as aforesaid; and the latest Period so specified in any of the said Securities for the Repayment of the Sum thereby secured, or any Part thereof, is the Eleventh Day of *July* in the Year of our Lord One thousand eight hundred and twenty-two, and the Times so specified for the Payment of the Sums so advanced respectively cannot be lawfully extended: And whereas the Commercial 1 G. 4. c. 39.

mercial Distresses mentioned in the said Act, though considerably lightened by means thereof, have not been altogether removed, and it would tend greatly to the final Removal thereof if Power was given to the said Commissioners to extend the Time for Payment of such Loans and Advances, in certain Cases, in manner herein-after mentioned: Be it therefore 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 it shall and may be lawful to and for any Person or Persons to whom any such Loans or Advances shall have been made under the said recited Act, his, her, or their Heirs, Executors, and Administrators, and his, her, or their Surety or Sureties, and who respectively shall be desirous that the Time so specified in any of the Securities given under the said recited Act, for the Repayment of any Loan, or any Part of such Loan, should be enlarged or extended in manner hereinafter mentioned, to make Application to the Commissioners for the Execution of the said recited Act, for any Enlargement or Extension of the Time so limited for such Repayment, not exceeding the Times hereinafter specified; and the said Commissioners are hereby authorized to enlarge and extend the Time for the Repayment of any such Loan, or any Part thereof, in the Proportions and for the Times hereinafter specified, either upon the Obligation or Obligations, Security or Securities, Surety or Sureties, heretofore accepted and made liable for Repayment of any such Loan, or any Interest thereon, without any other or new Obligation, Deed, or other Security or Agreement whatsoever, other than the Consent of the Sureties in manner hereinafter mentioned, or upon such other and new Security or Securities, or other and new Surety or Sureties, either for the whole of any such Loan, or for any Part thereof remaining due, or for any separate and distinct Part or Parts of any such Loan, or of the Part thereof remaining due, upon new and separate and distinct Security or Securities, either with the former Sureties, or separate and new Sureties for each separate and distinct Part of any such Loan, in lieu of any former Security or Securities, or Surety or Sureties, as to them the said Commissioners shall seem proper and necessary; and it shall and may be lawful for the said Commissioners, and they are hereby authorized, to require any new Security or Securities, or Surety or Sureties, whenever they shall think the same necessary, and to cancel and annul any former Obligation or Obligations, or Security or Securities, and to separate and divide any such Loan or Loans, or any Part thereof, remaining due, and to grant such Enlargement and Extension of Time for each Part separately of any Loan, or Part thereof, and to require and take separate and distinct Securities for any such divided Part of such Loan; and it shall be lawful for the said Commissioners, and they are hereby authorized and empowered, if they shall think necessary so to do, to require the Appearance of any Party or Parties in any such Loan, and to proceed to examine into and determine the Sufficiency of any such old or new Security or Securities, or Surety or Sureties, in like manner in every respect as the said Commissioners are empowered by the said recited Act to do with respect to any Security or Securities, or Surety or Sureties, to be proposed and given previous to the Advance or Issue of any Sum under the said recited Act.

Commissioners may enlarge Time of Repayment of Loans under the recited Act, on Application of the Parties, and may take old Securities, or require new, as they think necessary.

II. And

Sureties for the Repayment of Loans to give their Consent to the Extension of Time, according to the Form in Schedule (A.)

II. And be it further enacted, That the Consent of all and every such Sureties or Surety, who shall be willing to remain Sureties or Surety for the Repayment of such Loan or Advance, or of any Part or Proportion thereof, if separated and divided under this Act as aforesaid, at such enlarged or extended Time as shall be granted under this Act, shall be signified by a Writing to be left with the Secretary of the said Commissioners for the Time being, subscribed with the Names or Name of such Sureties or Surety, according to the Form in the Schedule in this Act marked (A.), or to such or the like Effect, or in such other Form as the said Commissioners may from Time to Time direct or approve; and every such Consent so subscribed and delivered, whether so subscribed before or after the passing of this Act, shall be binding upon the respective Sureties or Surety so signifying the same, their, his, or her Heirs, Executors or Administrators, in like manner as such respective Sureties or Surety were or was by the original Bonds or Bond entered into by them or him bound for the Repayment of such Loan or Advance, at the Times thereby limited for the Repayment thereof.

Commissioners to appoint a Person to receive Applications in Writing, for Extension of Time.

III. And be it further enacted, That within One Calendar Month after this Act shall have received the Royal Assent, the said Commissioners, or any Three or more of them, shall meet to receive, or to appoint a proper Person or Persons to receive, all such Applications in Writing as shall be made to them for such Enlargement or Extension of the Times for the Repayment of the Amount of any such Loan; and shall also fix proper and convenient Days for the Purpose of taking into consideration all such Applications, and shall meet together for that Purpose from Time to Time, and shall proceed to take into consideration all such Applications as shall specify the Times to which such Payments are required to be extended, not exceeding the Limits or Proportions herein-after mentioned.

If Parties be not prepared with new Securities or Sureties, the Commissioners may grant Three Months longer, according to the Form in Schedule (B.)

IV. And be it further enacted, That in case any Persons or Person making such Application to the said Commissioners, shall be required by the said Commissioners to give any new Security or Securities, or to produce any new or other Surety or Sureties, and shall not previous to or upon the said Eleventh Day of *July* One thousand eight hundred and twenty-two, be prepared to render such sufficient Security or Securities, or Surety or Sureties, as shall by the said Commissioners be deemed requisite; or in case such Person or Persons shall prove to the Satisfaction of such Commissioners, that by reason of the Distance at which any Sureties or Surety are then residing, the Consent of such Sureties or Surety under this Act cannot be procured before the said Eleventh Day of *July* One thousand eight hundred and twenty-two, it shall be lawful for the said Commissioners, by Writing under the Hands of any Three or more of them, to grant to such Persons or Person such further Time for the procuring and tendering such Security or Securities, or procuring the Consent of any such Surety or Sureties, as the said Commissioners in their Discretion shall think fit to allow, not exceeding the Period of Three Calendar Months from the Time of granting such further Time as aforesaid; and every Grant of such further Time as aforesaid, shall be in the Form in the Schedule to this Act annexed marked (B.), or to such

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or the like Effect, or in such other Form as the said Commissioners may from Time to Time direct or approve; and in the meantime and until the Expiration of the Time so allowed by the said Commissioners for the Purpose aforesaid, such Persons respectively shall not be deemed or taken to have made default in Payment of such Loan, or any Part thereof, under the said recited Act, nor shall any Process, Suit, or other Proceeding be issued, commenced, or had, nor any Warrant for the same be granted against the said Parties respectively, or their Sureties or Surety, their Heirs, Executors or Administrators, or upon or in respect of any Security or Securities made, assigned, or deposited for the Purposes in the said Act mentioned, or otherwise, for the Purpose of recovering or compelling Payment of the said Loan, or any Part thereof: Provided always, that in all Cases of Application for Time to give new Surety or Sureties, or new Security or Securities, the original Sureties shall consent to such Extension of Time, and shall in the meantime remain liable under the existing Security.

Extended Loans to be repaid by Instalments, within the Periods hereinmentioned.

V. And be it further enacted, That from and after the signing of such Consent by such Sureties, and the Deposit of such new or further Security or Securities, Surety or Sureties (where any such shall be required by the said Commissioners), it shall be lawful for the said Commissioners, and they are hereby authorized and empowered, to grant and allow in manner hereinafter mentioned, to such Parties respectively, such Enlargement or Extension of the Times of Repayment of such Loan, as they the said Commissioners shall in their Discretion think proper, Regard being had by the said Commissioners, as well to the Merits of the Case of the Party so applying, as to the Sufficiency of the Security or Securities, Surety or Sureties, so tendered by them, so that the said Loan be made payable by Yearly Instalments, in Proportions not less and at Periods not longer than hereinafter particularly mentioned; (that is to say,) that an Instalment of not less than One-eighth Part of every such Loan, or of the Sum remaining due thereon at the Time of such Extension, with Interest on the whole Amount of such Loan or Sum so remaining due, at the Rate of Six Pounds *per Centum per Annum*, from the said Eleventh Day of *July* One thousand eight hundred and twenty-two, up to and until the Day of Payment of such Instalment, shall be made payable on or before the Eleventh Day of *July* One thousand eight hundred and twenty-three; One other Instalment of not less than One-eighth Part of every such Loan or Sum, with the like Interest on the Sum remaining due, from the said Eleventh Day of *July* One thousand eight hundred and twenty-three, up to and until the Day of Payment of such Instalment, shall be made payable on or before the Eleventh Day of *July* One thousand eight hundred and twenty-four; One other Instalment of not less than One-eighth Part of every such Loan or Sum, with like Interest on the Sum remaining due, from the said Eleventh Day of *July* One thousand eight hundred and twenty-four, up to and until the Day of Payment of such Instalment, shall be made payable on or before the Eleventh Day of *July* One thousand eight hundred and twenty-five; One other Instalment of not less than One-eighth Part of every such Loan or Sum, with like Interest on the Sum remaining due, from the said Eleventh Day of *July* One thousand eight hundred and twenty-five, up to and until the

the Day of Payment of such Instalment, shall be made payable on or before the Eleventh Day of *July* One thousand eight hundred and twenty-six; One other Instalment of not less than One-eighth Part of every such Loan or Sum, with the like Interest on the Sum remaining due, from the said Eleventh Day of *July* One thousand eight hundred and twenty-six, up to and until the Day of Payment of such Instalment, shall be made payable on or before the Eleventh Day of *July* One thousand eight hundred and twenty-seven; One other Instalment of not less than One-eighth Part of every such Loan or Sum, with the like Interest on the Sum remaining due, from the said Eleventh Day of *July* One thousand eight hundred and twenty-seven, up to and until the Day of Payment of such Instalment, shall be payable on or before the Eleventh Day of *July* One thousand eight hundred and twenty-eight; One other Instalment of not less than One-eighth Part of every such Loan or Sum, with the like Interest on the Sum remaining due, from the said Eleventh Day of *July* One thousand eight hundred and twenty-eight, up to and until the Day of Payment of such Instalment, shall be payable on or before the Eleventh Day of *July* One thousand eight hundred and twenty-nine; and the last remaining Instalment of every such Loan or Sum, with the like Interest on the Sum remaining due, from the said Eleventh Day of *July* One thousand eight hundred and twenty-nine, up to and until the Day of Payment of such last Instalment, shall be made payable on or before the Eleventh Day of *July* One thousand eight hundred and thirty.

Extension of Time not to be deemed a Default in Payment.

VI. And be it further enacted, That the several Parties to whom respectively the said Commissioners shall allow such Enlargement or Extension of the Time of Payment of any such Loan, shall not be deemed or taken to have made default in Payment of any such Loan, at the Time required by the Securities or Security taken under the Provisions of the said recited Act, nor shall any Process, Suit, or other Proceeding, be issued, commenced, or had, nor shall any Warrant for the same be granted against the said Parties respectively, or their Sureties or Surety, their or any of their Heirs, Executors, or Administrators, or upon or in respect of any Securities or Security made, assigned, or deposited, for the Purposes in the said Act mentioned, or otherwise, in order to recover or compel the Repayment of any such Loan, or any Part thereof, until Default shall be made in the Payment of any of the several Instalments aforesaid, at the respective Days and Times when the same shall be made payable pursuant to this Act in manner aforesaid.

Commissioners to certify Allowance of Time according to Form in Schedule (C.)

VII. And be it further enacted, That in all Cases in which the said Commissioners shall think fit to grant or allow any such Enlargement or Extension of Time for the Repayment of any such Loan, they the said Commissioners shall certify such their Allowance, by a Writing under the Hands of any Three or more of them, according to the Form in the Schedule to this Act annexed marked (C.), or to such or the like Effect, or in such other Form as the said Commissioners may from Time to Time direct or approve; and such Certificate shall be delivered to the respective Parties, to whom such Extension of Time shall be granted as aforesaid, and a Copy or Minute of every such

Certificate shall be entered in a Book or Books to be kept by the said Commissioners for that Purpose.

Interest to be paid on such Loans to 11th July, or up to the Time of granting Certificate of Extension.

VIII. Provided always, and be it enacted, That all and every Persons or Person to whom such Enlargement or Extension of Time for the Payment of any such Loan, or any Parts thereof, shall be granted or allowed as aforesaid, shall, previous to the receiving of any such Certificate as aforesaid, pay or cause to be paid to the said Commissioners, or such Person or Persons as they or any Three or more of them, shall appoint to receive the same, all Interest due and payable on every such Loan up to the said Eleventh Day of *July* One thousand eight hundred and twenty-two, or up to the Time of the granting any such Certificate for the Extension of Time as aforesaid.

Loan may be repaid, whole or in part, before the Times fixed for Payment of Instalments.

IX. Provided also, and be it enacted, That nothing in this Act contained shall extend or be construed to extend to prevent any Party or Parties, or his or their Surety or Sureties, from making Payment of the Whole or any Part of the Principal and Interest of any such Loan, previous to the Time when the same, or any Instalment thereof, shall become due and payable under the Provisions of the said recited Act and this Act; any thing in the said recited Act or this Act to the contrary thereof in anywise notwithstanding.

No Bond, Receipt, Deed, Security, or other Instrument to be liable to Stamp Duty.

X. And be it further enacted, That no Bond to His Majesty, nor any Security or Securities, nor any Assignment of any Security or Securities, nor any Mortgage, Surrender, Assignment, or other Instrument or Assurance taken or to be taken under the said recited Act or this Act, or heretofore executed, or hereafter to be executed, for or towards the completing of any Security to be given under or in pursuance thereof respectively, nor any Certificate, Examination, Affidavit, Deposition or Receipt, nor any Consent by any Surety or Sureties to any Extension of Time which may be granted by the said Commissioners for the Payment of any Loan under the Authority of the said recited Act or this Act, nor any Receipt or written Document whatsoever used for the Purpose of carrying the Provisions of the said recited Act and this Act into Execution, shall be liable to any Stamp Duty whatsoever; any thing in any Act or Acts, for the improving or regulating Stamp Duties in *Great Britain* or *Ireland*, to the contrary in anywise notwithstanding.

Change of Security may be allowed by Commissioners on Application for that Purpose.

XI. Provided also, and be it enacted, That it shall be lawful for the said Commissioners, and they are hereby authorized and empowered, to accept and receive from any Person or Persons whomsoever, to whom any Loan or Loans have been or shall be advanced under the Authority of the said recited Act or this Act, and also of and from his, her, or their Surety or Sureties, such other Security or Securities, Real or Personal, for the Whole or any Part of any Loan or Loans advanced, or which shall be advanced under the said recited Act or this Act, and in lieu and instead of any existing Security or Securities, Real or Personal, which may have been taken for such Loan or Loans, or any Part or Parts thereof, as they the said Commissioners shall in their Discretion think fit, having Regard to the particular Circumstances of the Case in which Application for such

Change of Security shall be made, and subject to such Terms, Conditions, and Regulations as the said Commissioners shall from Time to Time direct and appoint, and so as in no case to extend the Period for the Repayment of such Loan or Loans beyond the several Periods to which the same may be extended under the Provisions of the said recited Act and this Act; any thing in the said Act contained to the contrary thereof in anywise notwithstanding.

XII. And be it further enacted, That this Act, or any of the Provisions thereof, may be amended, altered, or repealed, by any Act or Acts to be passed in this present Session of Parliament. Act may be altered this Session.

SCHEDULES to which this Act refers.

SCHEDULE (A.)

FORM of Consent of Sureties on Extension of Time for Payment of Loans.

WE, whose Names are hereunto subscribed, do hereby severally and respectively consent and agree, that the Bond or Bonds executed by us to His Majesty, under an Act passed in the First Year of His present Majesty's Reign, intituled *An Act for the Assistance of Trade and Manufactures in* Ireland, *by authorizing the Advance of certain Sums for the Support of Commercial Credit there*, as Sureties for *A. B.* for the Repayment of a Loan lent and advanced by the Commissioners for the Execution of the said Act to the said *A. B.*, shall remain and continue as a Security for Repayment of the Sums annexed to our Names respectively therein, on the said Loan so advanced, with Interest thereon at the Rate of Six Pounds *per Centum per Annum*, at the extended Periods allowed to the said *A. B.* by the said Commissioners, under the Provisions of an Act made in the Third Year of His present Majesty's Reign, for amending the said Act passed in the said First Year: And we do further consent and agree, that the said Commissioners shall be at liberty to grant to the said *A. B.* the said Extension of Time for Payment, either upon the Security already received for the same, or upon such other Security as the said Commissioners in their Discretion shall think fit to accept, either for the whole of the Money remaining due on the said Loan, or upon such Loan separated and divided into such Parts as shall be allowed by the said Commissioners. Dated the Day of

SCHEDULE (B.)

FORM of Grant of Time for providing new Sureties, &c.

WE, Three of the Commissioners for the Execution of an Act made in the First Year of the Reign of His present Majesty, for the Assistance of Trade and Manufactures in *Ireland*, by authorizing

ing the Advance of certain Sums for the Support of Commercial Credit there, do hereby grant to until the and no longer, for procuring and tendering to us good and sufficient new Security or Securities with Sureties, [*or*, the Consent of Sureties of the said to remain answerable as such Sureties,] under the said Act, for the Repayment of the Sum of with Interest due on a Loan made to the said under the said Act; and if the said shall not produce the same on or before the said Day of the Securities already given and entered into by the said and his Sureties, will be forthwith put in force for recovering the Money due on the said Loan. Dated the Day of

SCHEDULE (C.)

FORM of Certificate of Enlargement of Time for Payment of Loan.

WHEREAS the Sum of was advanced to on certain Conditions, pursuant to an Act passed in the First Year of the Reign of His present Majesty, for the Assistance of Trade and Manufactures in *Ireland*, by authorizing the Advance of certain Sums for the Support of Commercial Credit there; And whereas the said hath given Security pursuant to the Directions of the said Act of Parliament for the Repayment of the said Loan, payable as in such Security or Securities is mentioned: And whereas the Sum of still remains unpaid on the said Loan: And whereas under and by virtue of an Act made in the Third Year of the Reign of His present Majesty, for amending the said Act of the First Year of His said Majesty, an Application has been made to the Commissioners for the Execution of the said first-mentioned Act, for an Extension of the Time for repaying such Loan: Now, we whose Names are hereunto subscribed, being of the said Commissioners for the Execution of the said Act, in pursuance of the Directions contained in the said Act of the Third Year of King *George* the Fourth, do hereby certify that we have granted and allowed to the said Time for Repayment of the Sum of in manner following; (that is to say,) [*recite the Times and Sums.*]

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1822.