

# A BILL

To incorporate the GOULBURN MEAT PRESERVING COMPANY (Limited), and to enable the said Company better to carry on and transact the business of the same.

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WHEREAS a Joint Stock Company, called "THE GOULBURN MEAT PRESERVING COMPANY," has lately been estab-<sup>Preamble.</sup>lished at Goulburn, in the colony of New South Wales, under and subject to the rules, regulations, and provisions contained in a certain 5 DEED OF SETTLEMENT, bearing date the fifteenth day of January, one thousand eight hundred and seventy, purporting to be the Deed of Settlement of the said Company. AND WHEREAS by the said Deed of Settlement the several parties thereto have respectively and mutually covenanted and agreed that they, whilst holding shares in 10 the capital of the said Company, should become, remain, and continue until dissolved, under the provisions in that behalf therein contained, a Joint Stock Company, for the express object of carrying on the business thereof, under the name, style, and title of THE GOULBURN MEAT PRESERVING COMPANY, for the purpose of 15 carrying on the business of preserving, salting, smoking, freezing, drying, or otherwise curing of meat by any process whatever; the manufacture of tallow, and the general utilization of animal matter in the Colony of New South Wales: AND ALSO for purchasing and importing the necessary materials for the making and manufac- 20 turing thereof: AND ALSO for selling and disposing of, and exporting of, all such products, manufactured or otherwise, to any part of the world; and for all or any of the purposes aforesaid to purchase oxen, sheep, and other animals, alive or dead; to engage, hire, build, or purchase suitable premises; and to erect the necessary machinery  
for

for the carrying on of all such operations. AND WHEREAS it was by the said Deed of Settlement agreed that the capital of the said Company should, until increased under the provisions in the said Deed of Settlement contained, consist of fifteen thousand pounds sterling, to be contributed in fifteen thousand shares of one pound 5 each. AND WHEREAS, by the said Deed of Settlement, provision has been made for the due management of the affairs of the said Company by certain Directors and Auditors already appointed, and by other Directors and Auditors, to be from time to time elected and appointed as their successors by the Shareholders of the 10 said Company. AND WHEREAS the said Company is desirous of being incorporated as a Company with limited liability, and it is expedient that the said Company should be incorporated accordingly: BE IT THEREFORE ENACTED, by THE QUEEN'S MOST EXCELLENT MAJESTY, by and with the advice and consent of 15 the LEGISLATIVE COUNCIL and LEGISLATIVE ASSEMBLY OF NEW SOUTH WALES, IN PARLIAMENT ASSEMBLED, and BY THE AUTHORITY OF THE SAME, as follows :—

Interpretation Clause.

1. THE following words and expressions in the ACT shall have the several meanings hereby assigned to them unless there be 20 something in the subject or the context repugnant to such construction (that is to say)—

“The Company.”

THE expression “THE COMPANY” shall mean the Company incorporated by this Act.

“The Directors.”

THE expression “THE DIRECTORS” shall mean the 25 Board of Directors of the Company duly appointed under the provisions of the Deed of Settlement of the Company.

“Shareholder.”

THE word “SHAREHOLDER” shall mean shareholder, proprietor, or member of the Company.

“Deed of Settlement.”

THE expression “DEED OF SETTLEMENT” shall mean 30 the Deed of Settlement of the Company, and any addition to alteration or amendment thereof which may be made in pursuance of the provisions thereof.

2. SUCH

2. SUCH and so many persons as have already become, or at Company  
incorporated. any time or times hereafter shall or may in the manner provided by and subject to the rules, regulations, and provisions contained in the said Deed of Settlement, become holders of shares of or in the capital  
5 for the time being of the Company, and shall have executed the said Deed of Settlement, shall, subject nevertheless to the conditions, regulations, and provisions hereinafter and in the said Deed of Settlement contained, be one body politic and corporate, with limited  
10 liability, as hereinafter provided, under the style, title, and name of the "THE GOULBURN MEAT PRESERVING COMPANY, LIMITED"; and by that name shall and may make and take grants, assurances (absolute or otherwise), demises, or assignments, of any lands, hereditaments, goods, chattels, and effects whatsoever; and shall and may sue, and implead, and present, or make any petition  
15 or motion, and institute, carry on, and conclude any proceeding at Law or in Equity, and in any branch or jurisdiction of the Supreme Court, and in any other Court whatsoever, either now or hereafter to be established, against any person, whether a member of the Company or not, and may be sued and impleaded by any person, whether a  
20 member of the Company or not, in all Courts whatsoever, at Law or in Equity; and may prefer, lay, and prosecute any indictment, information, or prosecution against any person whomsoever, whether a shareholder or not, for any crime, or offence whatsoever; and in all indictments, informations, and prosecutions, it shall be lawful to state  
25 the money, goods, effects, bills, notes, securities, or other property, of whatsoever nature, of the Company, relative to which such indictment, information, or prosecution is preferred, laid, or prosecuted, to be the money, goods, effects, bills, notes, securities, or other properties of the Company; and generally to designate the Company by its  
30 corporate name whenever for any purpose whatsoever such designation shall be necessary; and the Company shall have perpetual succession, with a common Seal, which may be altered, varied, and changed from time to time at the pleasure of the Company.

3. THE

Deed of Settlement confirmed and clauses, &c., therein to be the by-laws for the time being of the Company.

3. THE several laws, rules, regulations, provisions, clauses, and agreements, contained in the said Deed of Settlement, and to be from time to time, and at any time, made in pursuance of the provisions for that purpose contained therein, are, and shall as the same shall continue, or be, as originally made, or shall, in pursuance of the provisions in that behalf in the said Deed of Settlement contained, be from time to time, and at any time, altered, varied, or amended, be the by-laws for the time being of the Company, save and except in so far as any of them are, or shall, or may be altered, varied, or repealed by, or are, or shall, or may be inconsistent with, or repugnant to, any of the provisions of this Act, or of any of the laws or statutes now or hereafter to be in force in the said Colony: PROVIDED ALWAYS that any such laws, rules, regulations, provisions, clauses, and agreements, may from time to time, and at any time, be amended, altered, or repealed, either wholly or in part, in the manner provided by the said Deed of Settlement. BUT no rule or by-law shall on any account or pretence whatsoever be made by the Company, either under or by virtue of the said Deed of Settlement, or of this Act, in opposition to the general scope or true intent and meaning of the said Deed of Settlement, or of this Act, or of any of the laws or statutes in force in the said Colony.

Evidence of by-laws.

4. THE production of a written or printed copy of the said Deed of Settlement, or of any rules, by-laws, or regulations to be made in pursuance thereof, or in pursuance of this Act, having the common seal of the Company affixed thereto, shall be sufficient evidence, in every Court of civil or criminal jurisdiction, of such Deed of Settlement, and of all the contents and provisions thereof, and of the rules, by-laws, and regulations of the said Company for the time being, and at the time of the affixing thereto the said seal of the Company, and the certificate of the manager for the time being of the time at which the said seal shall have been affixed to the said printed copy, shall be evidence of the fact of the seal having been affixed at the date or time at which it purports to have been affixed ;  
and

and the provisions, rules, by-laws, and regulations contained in such printed copy shall be taken and held in any and every Court in which the same shall be produced, to be the then continuing and existing and unaltered and unvaried, unless the contrary shall be proved.

5 IT shall be lawful for the Company, notwithstanding any Power to purchase and hold lands, &c. statute or law to the contrary, to purchase, take, hold, and enjoy, to them and their successors, for any estate, term of years, or interest, or under license, any lands, houses, offices, buildings, or hereditaments, as may be necessary or proper for the purpose of managing,  
 10 conducting, and carrying on the affairs, concerns, and business of the Company; and to sell, mortgage, convey, assign, assure, demise, or otherwise dispose of, or act in respect of, such lands, houses, offices, buildings, and hereditaments, as occasion may require; and no person purchasing, or taking any assurance (absolute or otherwise), demise,  
 15 or assignment, of any property, real or personal, from the Company, shall be bound to inquire as to the necessity or advisability of any such assurance, demise, or assignment; and the receipt of the manager for the time being of the said Company, for any money paid on, or with respect to, any such assurance, demise, or assignment,  
 20 shall absolutely discharge the person taking any such assurance, demise, or assignment from seeing to the application of any such money paid by him thereon, or with respect to the same, and from being in any way answerable or accountable for any non-application or mis-application thereof: provided that such person was not at the  
 25 time of any such receipt a party to, or cognizant of, any such non-application or mis-application, or contemplated or intended non-application or mis-application, of any such money, or any part thereof.

6. IT shall be lawful for the Company, from time to time, to Increase of capital. extend or increase its capital for the time being by the creation and  
 30 disposal of new shares in the manner specified in the said Deed of Settlement.

7. IT shall be lawful for the Directors from time to time, as Power to borrow money. they shall see fit, in the manner specified in the said Deed of Settlement  
 ment

ment, to make, accept, and indorse such promissory notes or bills of exchange, on behalf of the Company, for any purposes connected with the affairs and business of the Company, and the making, accepting, and indorsing of any such promissory notes or bills of exchange by the chairman of the Company or other person authorised 5 in that behalf by the Directors, for and on behalf of the Company, shall be binding against every shareholder; and it shall be also lawful for the Directors, on behalf of the Company, to procure advances, and to borrow money, and to pay off and discharge such advances, in the manner for the purposes, and subject to the restrictions specified in 10 the said Deed of Settlement.

Property at present in trustees to become vested in corporation.

8. ALL the land, goods, chattels, securities, covenants, debts, moneys, choses in action, property, and things, at present vested in the trustees of the Company, or any other person on behalf of the Company, shall immediately after the passing of this Act become 15 vested in the Company, for the same estate and interest, and with the like powers and authorities, as the same are now vested in the said trustees or other person without any assignment or conveyance whatever.

Act not to prejudice any contract, &c., already entered into.

9. NOTHING in this Act contained shall prejudice, or be construed to prejudice, any call made, or any contract, or other act, 20 deed, matter, or thing entered into, made, or done by the Company, or by any person on behalf of the Company, under or by virtue of the said Deed of Settlement before this Act shall have come into operation, but the same call, contract, act, deed, matter, or thing shall be as valid and effectual to all intents and purposes, and may be 25 enforced by or against the Company in like manner as if the Company had been incorporated before the same call, contract, act, deed, matter, or thing had been made, entered into, or done.

Shares to be personal estate.

10. THE shares in the capital of the Company, and all the funds and property of the Company, and all shares therein, shall be 30 personal estate, and transmissible as such, subject to the restrictions for that purpose contained in the said Deed of Settlement, and shall not be of the nature of real estate.

11. SUBJECT

11. SUBJECT to the provisions and restrictions in that behalf, <sup>Transfer of shares to be by deed.</sup> and with respect thereto, in the said deed of Settlement contained, every shareholder may sell and transfer all or any of his shares in the capital of the Company (but not a fractional part of a share), and  
 5 every such transfer shall be by deed, and according to a form to be approved of by the Directors; and the transferee of such shares shall, so soon as he has complied with the provisions relative to the transfer of shares, and subject to the provisions in that behalf contained in the said Deed of Settlement, become a shareholder in respect of the  
 10 same shares in every respect.

12. THE Company shall not be bound to notice or see to the <sup>Company not bound to regard trusts.</sup> execution of any trust, whether express, implied, or constructive, to which any share may be subject; and the receipt of the party in whose name any such share shall stand in the books of the Company,  
 15 or if it stands in the name of more parties than one, the receipt of one of the parties named in the Shareholders' Register Book hereinafter mentioned, shall from time to time be a sufficient discharge to the Company for any dividend or other sum of money payable in respect of such share, notwithstanding the Company have had notice  
 20 of such trusts; and the Company shall not be bound to see to the application of the money paid upon such receipt, or be in any way answerable for the non-application or mis-application thereof.

13. IN case the assignees of any insolvent shareholder shall <sup>The assignee of insolvent shareholder and the trustees of assigned estates to nominate some person to become proprietor in respect of shares of such insolvent or assigned estate.</sup> elect to accept the shares of such insolvent, or in case the trustees of  
 25 any estate assigned for the benefit of creditors shall elect to accept the shares belonging to such assigned estate, such assignees or trustees shall forthwith nominate some other person to become a proprietor in respect of such shares, such nominee to be subject to the approval of the Directors; BUT in no case shall such assignees be themselves  
 30 entitled to become shareholders in respect of the Shares of any Insolvent shareholder, nor shall such trustees be themselves entitled to become shareholders in respect of the shares belonging to any estate assigned for the benefit of creditors.

14. IN

Declaration in  
action for calls.

14. IN any action or suit to be brought by the Company against any shareholder, to recover the money due for any call made by virtue of this Act, or of the said Deed of Settlement, it shall not be necessary to set forth the special matter, but it shall be sufficient for the Company to declare that the defendant is the holder of one or 5 more share or shares in the capital of the Company (stating the number of shares), and is indebted to the Company in the sum to which the calls in arrear shall amount in respect of one or more call or calls upon one or more share or shares (stating the number and amount of each of such calls), whereby an action hath accrued to the 10 Company.

Matter to be  
proved in action  
for calls.

15. ON the trial or hearing of such action or suit, it shall be sufficient to prove that the defendant at the time of making such call was a holder of one share or more in the capital of the Company, and that such call was in fact made, and such notice thereof given, as is 15 provided for that purpose in the said Deed of Settlement; and it shall not be necessary to prove the appointment of the directors who made such call, nor any other matter whatsoever, and thereupon the Company shall be entitled to recover what shall be due upon such call, with interest thereon. 20

Registry of  
Shareholders.

16. THE Company shall keep a book to be called the "SHAREHOLDERS' REGISTER BOOK," and in such book shall be fairly and distinctly entered, from time to time, the names and addresses of the several persons holding shares in the Company, together with the number of shares of such shareholders. 25

Shareholder's  
Register Book to  
be evidence.

17. THE production of the Shareholders' Register Book shall be admitted in all Courts of civil and criminal jurisdiction as *prima facie* evidence of the person named therein as a shareholder being such shareholder, and of the number of his shares, and of the fact of the person being sued for a call or calls being the same person as that 30 mentioned in the said Register Book as being such shareholder; and every shareholder or other person having a judgment at law or a decree in equity against the Company, may at all convenient times

peruse



peruse the Shareholders' Register Book gratis, and may require a copy thereof, or any part thereof, and for every one hundred words so required to be copied the Company may demand a sum not exceeding one shilling.

5 18. IN every case dividends or bonuses shall be declared and paid out of the nett gains and profits of the Company, and not out of the capital for the time being of the Company, or any portion thereof. Dividend to be paid from profits only.

10 19. IF any execution, either at law or in equity, shall be or shall have been issued against the property or effects of the Company, and if there cannot be found, after due diligence, sufficient whereon to levy such execution, then such execution may, subject to the provisions of the 21st section of this Act, be issued against any of the shareholders for the time being, or any former shareholder, until such Execution against Shareholders.

15 execution shall be fully satisfied: PROVIDED that no such execution shall be issued against any shareholder, or former shareholder, for any amount beyond the sum due by such shareholder in respect of the amount subscribed for and unpaid by him: PROVIDED ALWAYS that no such execution shall issue against any such share-

20 holder, or former shareholder, except upon an order of the Court in which the action, suit, or other proceeding shall have been brought or instituted, made upon motion in open Court, after sufficient notice in writing to the person sought to be charged, and upon such motion such Court may order execution to issue accordingly: PROVIDED

25 FURTHER, that in case of execution against any former shareholder it shall be shewn that such former shareholder was a shareholder of the Company at the time when the contract or engagement was entered into, for breach of which contract or engagement such execution shall have issued, or become a shareholder during the time such

30 contract or engagement was unexecuted or unsatisfied, or was a shareholder at the time the judgment or decree was obtained, upon which judgment or decree such execution shall have issued. PROVIDED ALSO, that in no case shall such execution be issued against

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the person, property, or effects of any former shareholder, after the expiration of one year after the person sought to be charged shall have ceased to be a shareholder of the Company.

Reimbursement  
of Shareholders.

20. EVERY shareholder, against whom, or against whose property or effects, execution upon any judgment, decree, or order 5 obtained as aforesaid shall have been issued as aforesaid, shall be entitled to recover against the Company all loss, damages, costs, and charges, which such shareholder may have incurred by reason of such execution; and after due diligence used to obtain satisfaction thereof against the property and effects of the Company, and failure 10 to obtain such satisfaction either in full or in part, such shareholder shall be entitled to contribution for so much of such loss, damages, costs, and charges as shall remain unsatisfied from the several other shareholders against whom execution upon such judgment, decree, or order obtained against the Company might also have been issued 15 under the provision in that behalf aforesaid; and such contribution may be recovered from such shareholders as aforesaid by action at law, for money paid for and to the use of such shareholders, as and by way of contribution, and no defendant in any such action shall be entitled to raise or set up the defence of partnership. 20

Execution  
against Share  
holders for  
contributions.

21. IN the cases provided by this Act for execution on any judgment, decree, or order, in any action or suit against the Company, to be issued against the person or against the property and effects of the Company, at the suit of any shareholder, or former shareholder, in satisfaction of any money, damages, costs, and expenses paid or 25 incurred by him as aforesaid, in any action or suit against the Company, such execution may be issued by leave of the Court, or of a Judge of the Court, in which such judgment, decree, or order shall have been obtained upon motion or summons for a rule to shew cause, or other motion or summons consistent with the practice 30 of the Court, without any suggestion or *scire facias* in that behalf. AND it shall be lawful for such Court or Judge to make absolute or discharge such rule, or allow or dismiss such motion (as the case may

be

be), and to direct the costs of the application to be paid by either party, or to make such other order therein as to such Court or Judge shall seem fit. AND in case of the Court or Judge allowing or ordering such writ of execution to issue the same in the form now or  
 5 from time to time, and at any time in use in and according to the practice for the time being of the Courts of Law and Equity respectively, shall be sued out at the instance of such shareholder, upon leave or order of the Court or Judge. AND such writs shall be enforced, and levies thereon and thereunder made and carried out,  
 10 and the property levied on, sold, and disposed of, in like manner as writs of execution are now, or from time to time, and at any time, shall, according to the practice for the time being of such Courts, be enforced, and the levies thereon and thereunder made and carried out, and the property levied on sold and disposed of. PROVIDED  
 15 that any order made by a Judge as aforesaid may be discharged or varied by the Court on application made thereto by either party dissatisfied with such order.

22. EACH shareholder in the said Company for the time being <sup>Liability of Shareholders.</sup> shall be liable to contribute to the assets of the Company, or to meet  
 20 its liabilities, to an amount equal to but not exceeding the sum of twenty shillings per share on the shares held by him or her. PROVIDED such amount has not been previously paid or contributed in respect of such shares, or for or by way of liquidating any liability of the Company either voluntarily or upon execution and process, under  
 25 and in pursuance of the provisions in that behalf of the 18th section of this Act, and in case any part of such twenty shillings per share shall have been paid or contributed upon or in respect of any shares of any shareholder, or any shareholder shall have been called upon, and required, and shall have been compelled under and in pursuance  
 30 of the provisions of the said 18th section of this Act, to pay any sum of money for or in respect of any liability of the Company, then any such shareholder shall be liable only in respect of the difference or balance of the said sum of twenty shillings per share, after deducting

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the aggregate amount so as aforesaid paid or levied by way of call or calls, or for or in respect of any such liability of the Company. AND no shareholder shall at any time, or under any circumstances, be liable with respect to the transactions or liabilities of the Company, entered into or incurred either before or after the passing and 5 coming into operation of this Act beyond such amount of twenty shillings per share.

Power to Manager or other Officer to do certain acts.

23. IN all cases in which, by Act of Parliament or of the Colonial Legislature, or by any rule or order, or the practice of the Supreme Court or any other Court now or hereafter to be in force in 10 this Colony, the plaintiff, complainant, or defendant in any action, suit, or other proceeding, civil, criminal, or otherwise, or any creditor of an insolvent estate, or any person being a party to or interested in any process or proceeding whatsoever, is or shall be authorised, empowered, or required to make any affidavit, deposition, or informa- 15 tion, or to sign, or present any petition, or to do any other act, it shall be lawful and competent for the manager or other officer or agent of the Company, (where such Company shall be, such plaintiff, complainant, defendant, or creditor, or be a party to or otherwise interested, in any process or proceeding whatsoever as aforesaid) to 20 make, sign, present, or do any such affidavit, deposition, information, petition, or other act.

Custody and use of Corporate Seal

24. THE Directors for the time being shall have the custody of the Common Seal of the Company, and the form thereof, and all other matters relating thereto, shall 25 from time to time be determined by the Directors, in the same manner as is provided by the said Deed of Settlement for the determination of other matters by the Directors; and the Directors present at a Board of Directors of the Company shall have power to use such Common Seal, or authorize the same to be used, 30 for the affairs and concerns of the Company, and under such Seal to authorize and empower any person without such Seal to execute any deeds, and do all or any such other matters and things as may be required

required to be executed and done on behalf of the Company, in conformity with the provisions of the said Deed of Settlement and of this Act. BUT it shall not be necessary to use the Corporate Seal in the drawing, accepting, making, or indorsing any bill of exchange or 5 promissory note, but the same shall and may be drawn, accepted, made, or indorsed, as provided in the said Deed of Settlement; AND it shall not be necessary to use the said Corporate Seal in respect of or for the purpose of transacting any of the ordinary business of the Company, or for the appointment of an attorney or solicitor for the 10 prosecution or defence of any action, suit, or proceeding, or of any officer or servant of the Company; and such Seal may be affixed to any deed or document by the hand of any person whom the Directors shall appoint in that behalf, and the affixing thereof shall be attested by at least one Director and such person so appointed.

15        25. IN citing this Act in any proceedings or for any purpose, Short Title. it shall be sufficient to use the expression, "THE GOULBURN MEAT PRESERVING COMPANY'S INCORPORATION ACT —1870."

