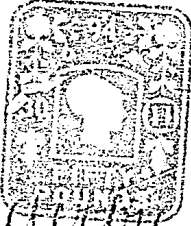


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42628 E N L 41641

Certificate

Form No. 25.



The
Entellby and Honey Stanton
Granite
COMPANY, LIMITED.

32254
30 NOV 1934

STATEMENT of the Nominal Capital made pursuant to s. 11 of 51 Vict.

8, Customs and Inland Revenue Act, 1888. (NOTE.—The Stamp Duty on the
Nominal Capital is Two Shillings for every £100 or fraction of £100.)

This statement is to be filed with the Memorandum of Association, or other Document,
the Company is registered.

ited for registration by

Kenn & Woodcock
15 New Inn Strand, W.C.
Solicitors

The NOMINAL CAPITAL of the Enderby and Hovey

Hanson Granite Company, Limited,

is £ 50,000, divided into 5,000 shares of £ 10:

each.

Signature P. G. Marshall
Stone Merchant
And Hovey
West Kensington
Description Director

Date 30th November 1894

This statement should be signed by an Officer of the Company.

"The Companies Acts, 1862 to 1890."

COMPANY LIMITED BY SHARES.

Memorandum

AND

Articles of Association

OF THE

ENDERBY & STONEY STANTON GRANITE COMPANY, LIMITED.

Incorporated the day of , 1894.

Solicitors:

VENN & WOODCOCK,

15, NEW INN, STRAND, W.C.

FREER, BLUNT, & Co.,

LEICESTER.

FLOWERDEW & CO.

PUBLIC COMPANIES' REGISTRATION AGENTS, PRINTERS AND STATIONERS,
114A, CHANCERY LANE, LONDON, W.C.

"The Companies Acts, 1862 to 1890."

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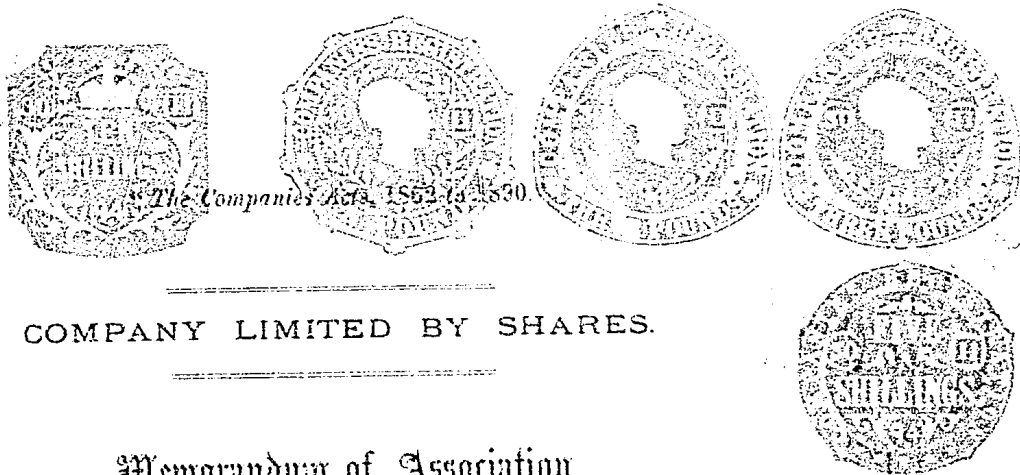
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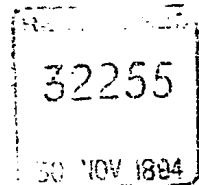
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COMPANY LIMITED BY SHARES.

Memorandum of Association
OF THE
**ENDERBY AND STONEY STANTON
GRANITE COMPANY, LIMITED.**

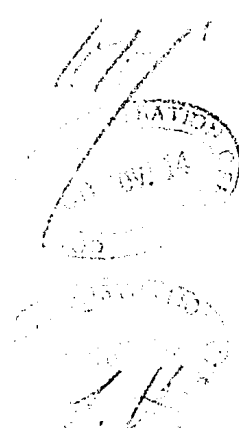


1. The name of the Company is "THE ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED."

2. The Registered Office of the Company will be situate in England.

3. The Objects for which the Company is established are—

(a) To acquire and take over as a going concern the business of Granite Quarry Proprietors and Granite Merchants, now carried on at Narborough and elsewhere, in the county of Leicester, by BENJAMIN NOWELL and JOSEPH ROBSON, under the firm or style of "THE ENDERBY AND STONEY STANTON GRANITE COMPANY," and all or any of the assets and liabilities of the proprietors of that business in connection therewith, and with a view thereto to adopt and carry into effect, with or without modification, an agreement which has already been prepared, and is expressed to be made between the said BENJAMIN NOWELL and JOSEPH ROBSON of the one part, and the Company of the other part; a copy whereof has, for the purpose of identification, been indorsed with the signatures of FREDERIC MANUELLE, GEORGE JAMES NASH and H. J. GRACE, three of the Subscribers hereto.



- (b) To purchase, take on lease, or otherwise acquire any granite quarries or quarrying rights in Leicestershire or elsewhere in Great Britain, and any interest therein, and to explore, work, exercise and develop and turn to account the same.
- (c) To win, get, quarry, dress, manipulate, prepare for market and sell granite and mineral substances, and to carry on such quarrying or other operations as may seem conducive to any of the Company's objects.
- (d) To cultivate or let on lease or agreement for such terms as may be deemed expedient or otherwise turn to account the surface lands of the quarries and properties of the Company, or any part or parts thereof that may from time to time be not required to be used for quarrying purposes.
- (e) To buy, sell, take in exchange, hire and deal in granite, plant, machinery, implements, rolling stock, trucks, conveniences, provisions and all things capable of being used in connection with granite quarrying or farming operations, or required by workmen, labourers and others employed by the Company.
- (f) To construct, carry out, maintain, improve, manage, work, control and superintend any roads, ways, tramways, railway bridges, reservoirs, watercourses, aqueducts, wharves, mills, crushing works, hydraulic works, electrical works, factories, shops, stores, warehouses, buildings and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company, and to contribute to or assist in the carrying out, establishment, construction, maintenance, improvement, management, working, control or superintendence, of any such operations, and to purchase, take on lease or otherwise acquire any land of any tenure for the aforesaid purposes, or any or either of them.
- (g) To carry on all or any of the following businesses, namely:—dealers in bricks, and brick and tile makers, manufacturers of concrete paving, or contractors, and any

other businesses which may seem to the Company directly or indirectly conducive to any of these objects.

- (h) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or which is possessed of property suitable for the purposes of this Company.
- (i) To enter into any arrangement for sharing profits, union of interests, co-operation, amalgamation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (j) To sell or dispose of the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (k) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (l) To promote any company or companies for the purpose of acquiring all or any part of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

- (m) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (n) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of Debentures of Debenture Stock perpetual or otherwise charged upon all or any of the Company's property (both present and future) including its uncalled Capital.
- (o) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (p) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (q) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (r) To distribute any of the property of the Company among the Members in specie.
- (s) To do all such other things as are incidental or conducive to the attainment of the above objects.

4. The liability of the Members is limited.

5. The Capital of the Company is £50,000 divided into 2,500 Preference Shares of £10 each, and 2,500 Ordinary Shares of £10 each.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<i>Frederic Manuelle</i> Merchant 107 Leadenhall Street	One <i>one FM</i>
<i>W. Stone</i> Stone Merchant and House Great Kensington	One <i>one W.S.</i>
<i>F. B. W.</i> Surveyor Alliance Chambers, Leicester	One <i>one F.B.W.</i>
<i>G. L. Nash</i> Merchant & Clerk 4 Salisbury Terrace West Kensington	One <i>one G. L. N.</i>
<i>Joseph C. S. Smith</i> Manufacturer Birchley, Leicestershire	One <i>one J.C.S.</i>
<i>J. Robson</i> 28, Kensington Crescent, Kensington House Merchant	One <i>one J.R.</i>
<i>H. Grace</i> Manager of Quaries The Knoll, Warborough Leicestershire	One <i>one H.G.</i>

Dated this 27th day of November, 1894.

Witness to the Signatures of Benjamin Howell, George James Nash and Joseph Robson

William Smith - 15, New Inn, Strand, London, Solicitor

Witness to the signature of Frederic Manuelle

Benjamin Howell Woodcock

15, New Inn, London, W.C. Solicitor

Witness to the Signatures of Frederic Bradford Wilmer Joseph Long
Simpkins and Henry Miles Grace

V. M. Woodhouse

20, Oak & Elm, Leicestershire
20, Leicestershire

42628 B N L 416 41



"The Companies Acts, 1862 to 1890."



COMPANY LIMITED BY SHARES.

Articles of Association

OF THE

ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED.

32256
30 NOV 1894

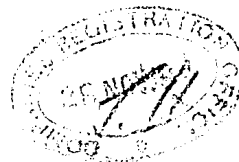
PRELIMINARY.

1. The words and expressions standing in the first column next hereinafter contained, shall bear the meanings set opposite to them respectively in the second column thereto if not inconsistent with the subject or context—

"The Company"...	THE ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED.
"The Statute" ...	The Companies Acts 1862 to 1890, and every other Act for the time being in force concerning Joint Stock Companies and affecting the Company.
"These Presents"	The Memorandum and Articles of Association, and the Regulations of the Company from time to time in force.
"Office" ...	The Registered Office of the Company.
"Seal" ...	The Common Seal of the Company.
"Month" ...	Calendar month.
"Year" ...	From 1st January to 31st December inclusive.
"In Writing" ...	Written, printed, lithographed or type-written, or partly the one and partly the other.

Words importing the singular number only, shall include the plural number, and *vice versa*.

Words importing the masculine gender only, shall include the feminine gender, and words importing persons, shall include Corporations or Companies.



2. The table marked "A" in the First Schedule to "The Company's Act, 1862," shall not apply to this Company.

3. The Directors shall forthwith affix the Seal of the Company to the agreement mentioned in paragraph (a) of Clause 3 of the Company's Memorandum of Association, and shall carry the said agreement into effect with full power nevertheless from time to time to agree to any modification of the terms of such agreement either before or after the execution thereof.

SHARES.

4. The Shares of the Company may be allotted or otherwise disposed of to such persons and subject to the priorities fixed by these presents, upon such terms and conditions and at such times as the Directors may determine, subject nevertheless to the stipulations contained in the said agreement with respect to the Shares to be allotted in pursuance thereof. The Directors may also make arrangements on the issue of any Shares for a difference between the holders of such Shares in the amount of Calls to be paid and the time of payment of such Calls.

5. If by the conditions of allotment of any Share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the Share.

6. The joint owners of a Share shall be severally as well as jointly liable for the payment of all instalments and Calls due in respect of such Share.

7. None of the funds of the Company shall be employed in the purchase of or lent on Shares of the Company.

8. Every Registered Member shall, without payment, be entitled to a Certificate under the Common Seal of the Company specifying the Share or Shares held by him and the amount paid up thereon, provided that in the case of joint holders the Company shall not be bound to issue more than one Certificate to all the joint holders, and delivery of such Certificate to any one of them shall be sufficient delivery to all.

9. If such Certificate shall be worn out, or defaced or lost, it may be renewed on such evidence being produced as the Directors shall

require, and on payment of one shilling or any less sum, and on such terms as to indemnity or otherwise as the Directors may prescribe.

10. If several persons are registered as joint holders of any Share, any one of such persons may give effectual receipts for any Dividend, bonus or other sum of money payable in respect of such Share.

11. The Company shall not be bound by or recognise, even though having notice thereof, any right in respect of a Share other than an absolute right to the entirety thereof in the registered holder thereof for the time being, and such right in case of transmission as is hereinafter mentioned.

12. The Directors may accept in the name and for the benefit of the Company, upon such terms and conditions as they may think fit, a surrender of the Shares of any Member.

TRANSFER AND TRANSMISSION OF SHARES.

13. The transfer of any Share in the Company shall be by instrument in writing in such form as shall from time to time be in common use on the London Stock Exchange, or in such form as the Directors may from time to time approve. There shall be paid to the Company in respect of the registration of any transfer or transmission such fee not exceeding 2s. 6d. as the Directors may determine. The Company shall provide a book to be called the Register of Transfers, which shall be kept under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every Share.

14. The Register of Transfer shall be closed during the 14 days immediately preceding every Ordinary General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine. Provided always that it shall not be closed for more than 30 days in any one year.

15. The instrument of transfer shall be executed by both transferor and transferee and attested by at least one witness, and shall be presented to the Company at its Registered Office accompanied by the certificate of the Shares to be transferred and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the Shares, and the transferor shall be deemed to remain the

holder of such Shares until the name of the transferee is entered in the Register in respect thereof.

16. The Directors may without assigning any reason decline to register any transfer of Shares upon which the Company has a lien, and in case of Shares not fully paid up may decline to register a transfer to a transferee of whom they do not approve, and may decline to enter on the Register, as the address of a Member, any place at which a letter posted at the General Post Office in London would not be delivered in the ordinary course within 36 hours of posting the same.

17. The executors or administrators of a deceased Member not being a joint holder, and in case of the death of one or two or more joint holders, the survivor or survivors shall be the only persons recognised by the Company as having any title to his share or his interest in any Share, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability in respect of any Share jointly held by him.

18. Any person becoming entitled to a Share in consequence of the death, bankruptcy or liquidation by arrangement of any Member may with the consent of the Directors (which they shall not be under any obligation to give) and subject to the provisions herein contained be registered as a Member upon such evidence of his title being produced as may be required by the Directors, or may subject to the regulations as to transfers hereinbefore contained execute a transfer of such Shares to some other person.

19. A person entitled to a Share by transmission shall be entitled to receive and may give a discharge for any dividends, bonuses or other moneys payable in respect of the Share, but he shall not be entitled to receive notices of or to attend or vote at meetings of the Company, or save as aforesaid to any of the rights or privileges of the Members, unless and until he shall have become a Member in respect of the Shares.

LIEN.

20. The Company shall have a first and paramount lien on all Shares not fully paid up, and on the interest and dividends declared or payable in respect thereof for all moneys due to (including Calls made even though the time appointed for this payment may not have arrived) and liabilities subsisting with the Company from or on the part of the

registered holder or any of the registered holders thereof either alone or jointly with any other person.

21. For the purpose of enforcing such lien the Directors may sell the Shares subject thereto in such manner as they may think fit, but no sale shall be made until the moneys are presently payable, and until a demand and notice in writing stating the amount due and demanding payment and giving notice of intention to sell in default shall have been served on such Member or the person (if any) entitled by transmission to the Shares, and default in payment shall have been made by him or them for 21 days after such notice.

22. The net proceeds of any such sale as aforesaid shall be applied in or towards satisfaction of the amount due to and liabilities subsisting with the Company, and the residue (if any) shall be paid to the Member or the person (if any) entitled by transmission to the Shares.

23. Upon any such sale as aforesaid the Directors may enter the purchaser's name in the Register as holder of the Shares, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

24. No Member shall be entitled to receive any Dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a Member until he shall have paid all Calls and other sums for the time being due and payable on or in respect of every Share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

FORFEITURE OF SHARES.

25. If any Member fail to pay the whole or any part of any Call or money payable under the terms of allotment of a Share on the day appointed for payment thereof, the Directors may at any time thereafter during such time as the same remains unpaid serve a notice on him requiring him to pay the same together with interest at the rate of 10 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, and all expenses that may have accrued by reason of such non-payment.

26. The notice shall name a day (not being less than fourteen days from the service of the notice) on or before which such Call or other money, and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place where payment is to be made (the place so named being some place at which Calls of the Company are usually made payable), and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which such payment is due will be liable to be forfeited.

27. If the terms of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given, may at any time thereafter before payment of all money due thereon with interest and expenses has been made be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture.

28. Any Share forfeited or surrendered to the Company shall be deemed to be the property of the Company, and may be sold or re-allotted or otherwise disposed of, either to the person who was before the forfeiture the holder thereof or entitled thereto, or to any other person upon such terms in such manner as the Directors may think fit, provided that at any time before any forfeited Shares shall have been sold, re-allotted or otherwise disposed of, the Directors may annul the forfeiture on such conditions as they think fit.

29. Any Members whose Shares have been forfeited shall, notwithstanding such forfeiture, be liable to pay and shall forthwith pay to the Company all Calls or other money owing upon such Shares at the time of the forfeiture, together with interest thereon to the date of payment in the same manner in all respects as if the Shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company have enforced in respect of the Shares at the time of forfeiture, without any deduction or allowance for the value of the Shares at the time of forfeiture.

30. In the case of the sale or re-allotment of a forfeited Share, or the sale of any Share to enforce a lien of the Company in purported exercise of the powers hereinbefore given, a certificate in writing under the Seal of the Company that the Share has been duly forfeited or sold in accordance with the regulations of the Company shall be sufficient evidence of the facts therein stated as against all persons claiming such Share and such certificate, and the receipt of the Company for the price

of such Share shall constitute a good title to the same. A certificate of proprietorship shall be delivered to the purchaser or allottee, and he shall be registered in respect thereof, and thereupon he shall be deemed the holder of the Share discharged from all calls or other money due prior to such purchase or allotment, and he shall not be bound to see to the application of the purchase money or consideration, nor shall his title to the Share be affected by any irregularity in the proceedings in reference to such forfeiture, sale, or allotment.

CAPITAL AND CALLS ON SHARES.

31. The Company in General Meeting may from time to time increase the Capital of the Company by the issue of new Shares. The new Shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct, and if no direction shall be given, as the Directors shall determine; and in particular such Shares may be issued with a preferential or qualified right to dividends and in the distribution of the assets of the Company.

32. Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of Capital, all new Shares shall be offered to the Members in proportion to the existing Shares held by them, and such offer shall be made by notice specifying the number of Shares to which the Member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the Member to whom such notice is given that he declines to accept the Shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

33. Except so far as otherwise provided by the conditions of issue, or by these presents, any Capital raised by the creation of new Shares shall be considered part of the original Capital, and shall be subject to the provisions herein contained with reference to the payment of Calls and instalments, transfer and transmission, forfeiture, lien, surrender and otherwise.

34. The Directors may from time to time make such Calls as they think fit upon the Members in respect of all moneys unpaid on their Shares and not by the conditions of allotment thereof made payable at fixed times, provided that one calendar month's notice at least be given of each Call.

35. Each Member shall pay the amount of Calls so made, to the persons and at the times and places appointed by the Directors. A Call shall be deemed to have been made at the time when the resolution authorising such Call was passed. If the Call payable in respect of any Share, or any amount payable on a Share under the terms of allotment, be not paid before or on the day appointed for the payment thereof, the holder or allottee of such Share shall be liable to pay interest on the same at any rate fixed by the Directors, not exceeding 10 per cent. per annum from the day appointed for payment to the time of actual payment.

36. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys due upon any of the Shares held by him beyond the sums actually called for, and upon the money so received (or so much thereof as from time to time exceeds the amount of the Calls then made upon the Shares in respect of which such payment has been made), the Company may pay such interest as the Member making the advance and the Directors shall agree upon.

37. The Company may from time to time, by Special Resolution, reduce its Capital by paying off Capital or cancelling Capital which has been lost or is unrepresented by available assets, or reducing the liability on Shares, or otherwise as may seem expedient. And the Company may also consolidate or subdivide its Shares, or any of them, into Shares of a larger or smaller denomination.

FULLY PAID-UP SHARES.

38. The Directors, subject to the other provisions of these presents, may issue Shares with the whole or any part of the nominal amount thereof deemed to be paid up in cases in which, by acquisition of property, businesses, rights or choses in action as contemplated by the Memorandum of Association, or from any other cause within the powers of the Company the Directors may consider it necessary, proper or expedient to issue paid-up or partly paid-up Shares, and the entry of such Shares in the Register of Members of the Company as fully or partly paid-up shall be indisputable evidence of full value having been given to the Company by the persons to whom they are so issued or allotted to the amount credited as paid up on such Shares respectively, and all necessary contracts shall be entered into and filed with the Registrar of Joint Stock Companies previously to the issue of such Shares, to ensure that the holders of such Shares shall not in any event be liable for the amounts credited as paid up thereon.

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GENERAL MEETINGS.

39. The first General Meeting shall be held at such time, not being more than four calendar months after the registration of the Memorandum of Association of the Company, and at such place as the Directors may determine.

40. Subsequent General Meetings shall be held at least once in every year at such time and place as may be determined upon by the Directors.

41. Such General Meetings shall be called Ordinary General Meetings, all other General Meetings shall be called Extraordinary General Meetings.

42. The Directors may whenever they think fit, and they shall upon a requisition made in writing by any Member or Members of the Company holding together at least one-third of the issued Capital convene an Extraordinary General Meeting.

43. Any requisitions made by Members shall express the object of the meeting proposed to be called and shall be signed by the Members making the same, and shall be delivered to the Secretary or left at the Registered Office of the Company, and it may consist of several documents in like form each signed by one or more of the requisitionists. The meeting must be convened for the purposes specified in the requisition, and if convened otherwise than by the Directors for those purposes only.

44. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting. If they do not proceed to convene the same for some date within 30 days from the receipt of the requisition, the requisitionists or any other Members holding the required number of Shares may themselves convene an Extraordinary General Meeting for the business described in the requisition, to be held at such time within eight weeks after such delivery or deposit, and at such place in London or Narborough in the County of Leicester as they may think fit. In case at any such meeting convened under this clause a resolution requiring to be confirmed as a Special Resolution shall be passed, the meeting may, without notice in that behalf having been given, determine when and where the confirmatory meeting shall be held, and by whom and in what manner such meeting shall be convened.

45. Seven clear days' notice, specifying the place, the day and the hour of meeting, and in case of special business the general nature of such business shall be given by notice sent by post, or otherwise served as hereinafter provided to such Members as are under the provisions herein-after contained, entitled to receive notices from the Company, but the accidental omission to give such notice to or the non-receipt of such notice by any Member shall not invalidate any resolution passed or proceeding had at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

46. The sanctioning a Dividend, the election of Directors and officers in place of those retiring by rotation, and the receiving and considering the profit and loss account and the balance-sheet and reports, and the transacting of any other business which under these presents ought to be transacted at any ordinary meeting, and any business which is brought under consideration by the report of the Directors issued with the notice convening such meeting shall be deemed ordinary business, but all other business transacted at an Ordinary General Meeting, and all business of whatever kind transacted at an Extraordinary General Meeting shall be deemed special.

47. Three Members personally present shall be a quorum for a General Meeting for the choice of a Chairman, and the declaration of a Dividend, and the adjournment of the Meeting. For all other purposes the quorum for a General Meeting shall be Members personally present not being less than five in number, and holding or representing by proxy not less than one-half part of the issued Capital of the Company. No business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.

48. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place. At such adjourned meeting the Members present, and entitled to vote whatever their number, shall have power to decide upon the matters which could properly have been disposed of at the meeting from which the adjournment took place in case a quorum had been present thereat.

49. The Chairman of the Directors shall be entitled to preside as

Chairman at every General Meeting of the Company, or if there be no Chairman, or if at any General Meeting the Chairman is not present within 15 minutes after the time appointed for holding the Meeting, or shall be unwilling to act as Chairman the Members present shall choose another Director as Chairman, or if no Director be present, or if all the Directors present decline to take the chair they shall choose one of their own number to be Chairman.

50. The Chairman may with the consent of the meeting adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

51. Every question submitted to a meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes the Chairman shall both in show of hands and at the poll have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

52. At a General Meeting, unless a poll is demanded by at least three Members personally present or by a Member or Members holding or representing by proxy or entitled to vote in respect of at least one-fourth of the Capital represented at the meeting, a declaration by the Chairman that a resolution has been carried or has been carried by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the Minute Book of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

53. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman directs, and either at once or after an interval or adjournment not exceeding seven days, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting.

54. Any poll duly demanded on the election of a Chairman of a meeting, or on any question of adjournment, shall be taken at the meeting and without adjournment.

55. The demand of a poll shall not necessarily prevent the continuance of a meeting for the transaction of any business other than the question upon which a poll has been demanded.

VOTES OF MEMBERS.

56. Every Member shall have one vote for every Share held by him.

57. Any person entitled under Clause 18 of these presents to transfer any Shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such Shares, provided that 48 hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the Directors of his right to transfer such Shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

58. If two or more persons are jointly entitled to a Share or Shares, the Member whose name stands first in the Register of Members as one of the holders of such Share or Shares shall alone be entitled to vote in respect of the same, but the other or others of the joint owners shall be entitled to be present at the General Meeting.

59. Votes may be given either personally or by proxy.

60. The instruments appointing a proxy shall be in writing, under the hand of the appointor, or if such appointor be a corporation under their Common Seal (if any), and if none, then under the hand of some officer duly authorised in that behalf. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote, provided that any corporation being a Member may appoint any Member or officer of its own to attend and vote on a show of hands, or as its proxy.

61. The instrument appointing a proxy shall be deposited at the Registered Office of the Company not less than 48 hours before the time appointed for holding the Meeting, or Adjourned Meeting, as the case may be, at which the person named in the said instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of six months from the date of its execution. Any instrument appointing a proxy shall be in such form as the Directors shall from time to time approve.

62. No Member shall be entitled to be present or to vote on any question either personally or by proxy, or as proxy for another, at any

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General Meeting, or upon a poll, or be reckoned in a quorum, unless all Calls and other moneys due or payable in respect of any Share of which he is the holder shall have been paid.

DIRECTORS.

63. The number of the Directors shall not be less than five nor more than seven. The first Directors shall be BENJAMIN NOWELL of Auriol House, West Kensington, Middlesex; JOSEPH ROBSON, of No. 22, Kensington Crescent, Kensington, aforesaid; FREDERIC MANUELLE of 101, Leadenhall Street, in the City of London (who shall be the first Chairman of the Board of Directors); FREDERICK BRADFORD WILMER, of Alliance Chambers, Horse Fair Street, Leicester, and JOSEPH GUY SIMPKIN of Hinckley and Leicester.

64. The Directors shall have power to appoint any other persons to be Directors at any time before the Ordinary General Meeting of the Company in the year 1895, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above, and so that no such appointment shall be effective unless two-thirds of the Directors concur therein.

65. The continuing Directors for the time being may act notwithstanding any vacancy in their body, provided that if the number of Directors be at any time reduced to less than five, the Directors shall not, except for the purpose of filling up vacancies in their body, act for any other purpose so long as the number is below the minimum.

66. The qualifications of a Director shall be the holding alone, and not jointly with any other person, of fully paid up Shares of the nominal value of £300, or of Shares on the aggregate number of which £300 has been paid. The first Directors shall be allowed one month from the registration of the Company in which to acquire their qualification, and the Director appointed by the Board shall be allowed one month from the date of such appointment in which to acquire his qualification.

67. No person shall be appointed or elected a Director except as a first Director, or as a Director appointed by the Board, unless he shall have held his qualification for at least three months next preceding the date of his election, and at least seven days and not more than fourteen days' notice shall have been left at the Registered Office of the Company

of the intention to propose him, together with a notice in writing by the Member to be proposed of his willingness to be elected.

68. The Directors shall be severally paid out of the funds of the Company by way of remuneration for their services the following sums, viz. :—The Chairman for the time being the sum of £150 per annum, and the other Directors severally the sum of £100 per annum.

POWERS OF DIRECTORS.

69. The business of the Company shall be conducted by the Directors, who may exercise all such powers of the Company as are not by Statute or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these Articles to the provisions of the Companies Acts, and to such regulations (not being inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

70. Without prejudice to the general powers conferred by Article 69 hereof, and to the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, videlicet :—

- (a) To take such steps as they may think fit to carry into effect the said Agreement referred to in clause 3 of these presents.
- (b) They may pay the costs, charges and expenses preliminary and incidental to the formation and registration of the Company.
- (c) They may from time to time borrow at interest any money for the purposes of the Company on such security and upon such terms as to interest or otherwise, as they may think fit, and may secure the same by mortgage or other debentures or bonds, or by charge or mortgage in any form of the whole or any part of the property, funds, assets or effects of the Company including uncalled Capital, provided that the amount so borrowed without the consent or approval of a General Meeting shall not in the aggregate exceed the sum of £10,000.

- (d) They may purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit.
 - (e) They may pay for any property or rights acquired by, or services rendered to the Company, either wholly or partly in cash or in Shares, Bonds, Debentures or other securities of the Company.
 - (f) They may invest any of the monies of the Company not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and from time to time vary or realise such investments, provided that the funds of the Company shall not be expended in the purchase of, or lent upon the security of its own Shares.
 - (g) They may make, draw, accept and endorse respectively promissory notes, bills, cheques or other negotiable instruments, provided that every promissory note, bill, cheque or other negotiable instrument drawn, signed or accepted shall be signed by two Directors, and countersigned by the Secretary.
 - (h) They may from time to time appoint any one or more persons, whether Directors or not, Manager or Managers of the Company, or Manager or Managers of its business in any particular district, with such salary or salaries as may be agreed upon between the Directors and such Manager or Managers, and with or without a percentage of profits as and by way of remuneration, and may define the powers of any and every such Manager, which powers shall not exceed the powers of the Directors themselves, and the Directors may from time to time appoint and remove managers, secretaries, officers, solicitors, agents, travellers, and other necessary officers and assistants as they may think fit, and may pay them such remuneration for their services by commission, salary or otherwise as may be decided upon by the Directors, and generally the Directors shall have power to do all things which may from time to time be or appear to them to be necessary or expedient for the purposes of the Company, or advantageous or conducive to the objects and the business thereof.
71. The Directors shall forthwith provide a seal for the use of the

Company. Any document to which the seal of the Company shall be affixed shall be signed by two Directors, and counter-signed by the Secretary or other officer appointed for that purpose by the Board.

DISQUALIFICATION OF DIRECTORS.

72. The office of a Director shall be vacated—

- (a) If he hold any other office or place of profit under the Company other than herein authorised.
- (b) If he become bankrupt, or of unsound mind, or compound with his creditors, or if his affairs are liquidated by arrangement under any act for the time being in force for the relief of insolvent debtors.
- (c) If he cease to hold the qualifying number of Shares, or in the case of any Director named in these presents, or elected under the powers contained in Article No. 64, he fail to acquire such number within the prescribed time.
- (d) If he send into the Board a written resignation and the same be accepted, or be not withdrawn for 14 days.
- (e) If he be absent from the Board Meetings continuously for six months without the consent of the Board.

DIRECTORS' INTEREST IN CONTRACTS.

73. No contract or other arrangement entered into on behalf of the Company with any company, corporation or partnership of or in which any Director shall be a member shall be avoided, nor shall any Director be liable to account to the Company for any profit realised by or in respect of such contract or arrangement, or any other contract which may be made between the Company and any Director by reason only of such Director holding that office, or of the fiduciary relation thereby established.

74. In all cases where the fact of a Director being party to such a contract, or being so interested as aforesaid, shall not appear by the contract itself, or by the nature of the operation or business, and shall not result from his being a shareholder or member of some other company or corporation, then he shall not be entitled to the benefit of the preceding

Article, unless, before the contract be entered into or the operations or business be undertaken, or any agreement to assist it be made, he shall disclose to the other Directors the fact of his connection therewith or interest therein.

75. No Director shall vote on any matters relating to the contract, operation, business or office with, in or to which he shall be connected, interested or appointed. If, however, he shall so vote, the validity of the resolution on which he shall have voted, or of any act done thereunder, shall not be prejudiced, nor shall he lose the full benefit of Article 73, the only object of the prohibition being to entitle the other Directors to exclude his vote.

ROTATION OF DIRECTORS.

76. At the Ordinary General Meeting in the year 1895, and at the Ordinary General Meeting in every subsequent year, one-third of the Directors for the time being, or if their number is not a multiple of three, then the number nearest to one-third shall retire from office.

77. The one-third or nearest number to retire at the Ordinary Meeting to be held in the year 1895 shall, unless the Directors agree among themselves, be determined by lot, in every subsequent year the one-third or other nearest number who have been longest in office since their last election shall retire. As between two or more who have been in office an equal length of time the Director to retire, unless they agree among themselves, shall be determined by lot.

78. A retiring Director shall be eligible for re-election, and shall be deemed to offer himself for re-election, unless he shall have given to the Company notice in writing of a contrary intention.

79. At the General Meeting at which any Directors shall retire in manner aforesaid, the Company shall, subject to any resolution reducing the number of the Directors, fill up the vacated offices by electing a like number of persons, and may also from time to time appoint any additional Directors when such appointment would not raise the number of the Directors beyond the maximum hereinbefore fixed.

80. If at any General Meeting at which an election of Directors ought to take place, the places of the retiring Directors or some of them are not filled up then, subject to any resolution reducing the number of the Directors, the retiring Directors or such of them as have not had

their places filled up and may be willing to act, shall continue in office until the ordinary meeting in the next year, and so on from year to year until their places are filled up.

81. The Company may from time to time in General Meeting, and within the limits fixed by these Articles, increase or reduce the number of the Directors, and may also determine in what rotation such increased or reduced number shall go out of office.

82. The Directors may at any time appoint any qualified person as a Director to fill a casual vacancy or as an addition to the Directors, so that the number of Directors shall not at any time be more than the maximum number hereinbefore fixed or as may from time to time be fixed by the Company in General Meeting provided that any person so appointed shall hold office only until the next Ordinary General Meeting.

83. The Company may by Special Resolution remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified person in his stead, but the person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF DIRECTORS.

84. The Directors may meet for the dispatch of business at such place, and adjourn and otherwise regulate their meetings and proceedings as they may think fit, and may determine the quorum necessary for the transaction of business. Until otherwise fixed two Directors shall be a quorum.

85. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

86. On the request of the Chairman, or of two Directors, the Secretary shall at any time summon a meeting of the Directors, by notice served upon the several Members of the Board, at least twenty-four hours before the time appointed for the holding of such meeting. A meeting of Directors summoned under this article shall be held at the Registered Office of the Company.

87. The Directors may elect a Chairman of their Board and determine the period for which he is to hold office. The Chairman so elected shall preside at all meetings of the Board, but if no such Chairman be elected, or if at any meeting he be not present within ten minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting, and the Director so chosen shall preside at such meeting accordingly.

88. The Directors may delegate any of their powers, other than the powers to borrow and to make Calls, to Committees, consisting of such members of their body and on such terms as they think fit. Any Committee so formed shall, in the exercise of the power so delegated, conform to any regulations that may be imposed on it by the Directors. The Chairman of the Board shall be an *ex officio* Member of all Committees.

89. A Committee may elect a Chairman of their meetings. If no such Chairman is elected, or if he is not present within five minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chairman of such meeting.

90. Committees may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in case of an equality of votes, the Chairman shall have a second or casting vote.

91. All acts *bonâ fide* done by any meeting of Directors or of any Committee, or by any person acting as a Director, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of such Director, or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

92. The Directors and Committees shall cause minutes of their proceedings to be made in books to be provided for the purpose.

SECRETARY.

93. The first Secretary of the Company shall be appointed by the Directors, and his remuneration, as well as the remuneration of any future Secretary, shall from time to time be fixed by the Directors.

SOLICITORS.

94. The Directors shall appoint Solicitors or firms of Solicitors to the Company, who shall advise the Directors from time to time upon all questions submitted to them concerning the business of the Company, and shall prepare all deeds and other instruments required to be prepared by the Directors in connection therewith, upon such terms and in such manner as the Directors may from time to time direct, and unless otherwise resolved by the Directors, they shall have the charge or conduct of all legal business arising out of or connected with any of the transactions of the Company. The first Solicitors of the Company shall be Messieurs VENN & WOODCOCK, of No. 15 New Inn, Strand, London, and Messieurs FREER, BLUNT, ROWLATT & WINTERTON, of Leicester.

PREFERENCE AND DEFERRED SHARES.

95. Of the Shares mentioned in the Memorandum of Association 2,500 shall be called Preferred Shares and 2,500 shall be called Ordinary Shares.

96. The net profits of the Company available for Dividend shall be appropriated and paid by way of Dividend in order of priority and in manner following, (that is to say):—

- (1) In the first place in payment of a Preferential Dividend at the rate of six per cent. per annum on the amount for the time being paid up on the Preference Shares and so that any deficiency in such percentage of Dividend for which the net profits for one year may be insufficient to provide, shall be made good out of the net profits of any subsequent year.
- (2) In payment of the surplus net profits in each year to the holders of the Ordinary Shares in proportion to the Capital paid up thereon.

DIVIDENDS.

97. The Directors with the sanction of the Company in General Meeting may declare a Dividend to be paid to the Members according to their rights and interests in the profits.

98. No Dividend shall be payable except out of the profits arising from the business of the Company.

99. The Directors may from time to time pay to the Members on account of the then next forthcoming Dividend, such interim Dividend as in their judgment the position of the Company justifies.

100. Notice of any Dividend that may have been declared shall be given in manner hereinafter mentioned to such Members as are under the provisions hereinafter contained entitled to receive notices from the Company.

101. The Directors may retain from the Dividends payable to any Member, all such sums of money as may be due and payable by him to the Company on account of Calls, instalments or otherwise.

102. The Directors may retain the Dividends payable upon Shares in respect of which any person is under Clause 18 entitled to become a Member, or which any person under that Clause is entitled to transfer, until such person shall become a Member in respect thereof, or shall duly transfer the same.

103. No unpaid Dividend shall bear interest as against the Company.

RESERVED FUNDS.

104. A Reserve Fund may be provided by the Directors out of the net profits of the Company to meet contingencies, or for equalising Dividends, or for repairing, improving, expanding and maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments (other than Shares of the Company) as they may think fit; and from time to time to deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and to divide the Reserve Funds into such special funds as they think fit, with full power to employ the assets constituting the Reserve Fund in the business of the Company, and that without being bound to keep the same separate from the other assets.

ACCOUNTS.

105. The Directors shall cause true accounts to be kept of the sums of money received by and expended by the Company and the

matters in respect of which such receipts and expenditure take place, and of the assets, credits and liabilities of the Company.

106. At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than four months before the meeting from the time when the last preceding account and balance sheet were made, or in the case of the first account and balance sheet from the incorporation of the Company.

107. Every such balance-sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend, and the amount (if any) which they propose to carry to the Reserve Fund according to the provisions in that behalf hereinbefore contained, and the account, report and balance-sheet shall be signed by two Directors, and countersigned by the Secretary.

108. A printed copy of such account, balance-sheet and report shall, seven days previously to such meeting, be served on such of the Members as are entitled to receive Notices from the Company in the manner in which Notices are hereinafter directed to be served.

AUDIT.

109. Once at least in every year, that is to say, preparatory to the Ordinary General Meeting, the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained and certified by one or more Auditor or Auditors, who may, if he or they think proper, make a report thereon to the Members.

110. The first Auditor or Auditors shall be appointed and their remuneration fixed by the Directors. Subsequent Auditors shall be appointed and their remuneration fixed by the Company in General Meeting.

111. If only one Auditor is appointed all the provisions herein contained, relative to Auditors, shall apply to him.

112. The Auditors may be Members of the Company, but no Director or other officer of the Company shall be eligible during his continuance in office.

113. Any retiring Auditor shall be re-eligible.

114. If any casual vacancy occur in the office of Auditor the Directors shall forthwith fill up the same.

115. Every Auditor shall be supplied with a copy of the profit and loss account and balance sheet intended to be laid before the Company in General Meeting seven days at least before the meeting to which the same are to be submitted, and it shall be his duty to examine the same with the books, accounts and vouchers relating thereto, and to report to the Company in General Meeting thereon.

116. Every Auditor shall at his request have a list delivered to him of all books kept by the Company, and shall at all reasonable times, have access to the books and accounts of the Company, and they may in relation thereto examine the Directors and other officers of the Company.

117. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall be forthwith corrected and thenceforth shall be conclusive.

NOTICES.

118. A Notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter addressed to such Member at his address appearing in the Register of Members, provided that any Member described in the Register of Members by an address not within the United Kingdom shall not be entitled to receive Notices of any kind from the Company.

119. All Notices directed to be given to the Members shall, with respect to any Share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register of Members, and Notice so given shall be sufficient notice to all the holders of such Share.

120. Any notice, if served by post, shall be deemed to have been served on the day following the day on which it was posted, and in proving such service it shall be sufficient to prove that the same was properly addressed and put into the post office.

WINDING-UP.

121. If the Company shall be wound up, and the surplus assets shall be insufficient to repay the whole of the paid-up Capital, the owners of the Preferential Shares shall be entitled to the whole amount paid up by them before any payment whatever is made to the owners of the Ordinary Shares.

INDEMNITY OF DIRECTORS AND OTHERS.

122. Every Director, officer or servant of the Company shall be indemnified out of its funds against all costs, charges, expenses, losses and liabilities incurred by him in the conduct of the Company's business, or in the discharge of his duties, and no Director or officer of the Company shall be liable for the acts or omissions of any other Director or officer, or by reason of his having joined in any receipt for money not received by him personally, or for any loss on account of defect of title to any property acquired by the Company, or for any loss incurred through any banker, broker or other agent, or upon any ground whatever other than his own wilful acts or defaults.

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S. J.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

P. Mansfield,
Merchant
101 Leadenhall Street

T. F. Howard, *Amiel House*
West Kensington
Stone Merchant

G. Park, *Surveyor*
7. B. Wilmer, *Attendant Chambers Leicester*
Merchant's Clerk

H. Salisbury, *Went Kensington Port*

John C. Simpson,
Manufacturer
Winchley, Leicestershire

J. Robson,
22. Kensington *Export Kensington*
Stone Merchant

H. J. Grace,
Manager of Mines
The Kent Northampton
Leicester

Dated this 27th day of November, 1894.

Witness to the Signatures of Benjamin Howell, George James Park, and
Joseph Robson *William Still* 15. New St. Strands, London. Solicitor

Witness to the Signature of Frederic Moumelle
Brief. Heath Woodcock

Witness to the signatures of Frederic Bradford Wilmer, Joseph Guy
Simpson and Henry James Grace
V. M. Woodhouse
Sol. Clerk to the Court of Appeal
Sol. Leicestershire

"THE COMPANIES ACTS, 1862 to 1890."

COMPANY LIMITED BY SHARES.

Memorandum

AND

Articles of Association

OF THE

Enderby and Stoney Stanton Granite
Company, Limited.

Incorporated the day of , 1894.

Solicitors:

VENN & WOODCOCK,

15 NEW INN, STRAND, W.C.

FREER, BLUNT & Co.

LEICESTER.

FLOWERDEW & CO.,
PUBLIC COMPANIES' REGISTRATION AGENTS, PRINTERS AND STATIONERS,
111A, CHANCERY LANE, LONDON, W.C.

DUPLICATE FOR THE FILE.

No. 112628 C.



N.L. 41641

Certificate of Incorporation

OF THE

Enderby and Stoney Stanton Granite Company, Limited

I hereby Certify, That the

Enderby and Stoney Stanton Granite Company, Limited

is this day Incorporated under the Companies' Acts, 1862 to 1890, and that the Company is **Limited**.

Given under my hand at London this *Thirtieth* day of *November* One
Thousand Eight Hundred and Ninety *four*

Fees and Deed Stamps £ *17.10.*

Stamp Duty on Capital £ *50*

Registrar of Joint Stock Companies.

Certificate received by

W. H. Wadsworth

*15 New Lane. G.C.
1894.*

Date

3rd December 1894

[SEE BACK]