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COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

Certificate

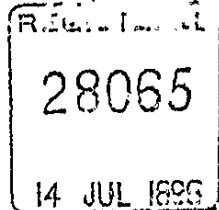
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Form No. 19.



*Thomas Glover and*

COMPANY, LIMITED.



STATEMENT of the Nominal Capital made pursuant to s. 112 of 54 and 55

cap. 39, Stamp Act, 1891. (NOTE.—The Stamp Duty on the Nominal Capital is

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.

ated for registration by

*Roche & Sons*

*H. J. Tucker, Secy. & Treas.*

The NOMINAL CAPITAL of the—

Thames River Company, Limited,

is £ 100,000 , divided into 10,000 shares of £ 10 —

each.

Signature Rooke & Sons

Description Solicitors

Date 14<sup>th</sup> Aug 1876

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

The Stamp Act, 1891 (54 & 55 Vict., cap. 39, sec. 112), provides that:--

"A statement of the amount which is to form the nominal share capital of any

"Company to be registered with limited liability shall be delivered to the Registrar of

"Joint Stock Companies in England, Scotland, or Ireland, and a statement of the

"amount of any increase of registered capital of any Company now registered, or to

"be registered, with limited liability, shall be delivered to the said Registrar, and every

"such statement shall be charged with an *ad valorem* Stamp Duty of Two Shillings

"for every One Hundred Pounds and any fraction of One Hundred pounds over any

"multiple of One Hundred Pounds of the amount of such capital or increase of capital

"as the case may be."

THE COMPANIES' ACTS 1862 TO 1893.

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COMPANY LIMITED BY SHARES.

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**Memorandum**  
AND  
**Articles of Association**  
OF  
**THOMAS GLOVER & COMPANY,**  
**LIMITED.**

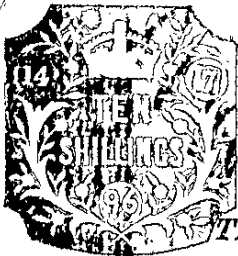
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Incorporated the            day of July, 1896.

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*Solitors :—*

MESSRS. ROOKE & SONS,  
45 Lincoln's Inn Fields, London, W.C.



THE COMPANIES ACTS 1862 to 1893.

COMPANY LIMITED BY SHARES



# Memorandum of Association

OF

THOMAS GLOVER & COMPANY, LIMITED.

REG. NO. 28066  
14 JUL 1896

1. The name of the Company is "THOMAS GLOVER & Co., LIMITED."

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

The objects to which the Company is established are :

- (A.) To purchase and acquire the business of Manufacturers of Gas Meters and other appliances now or recently carried on by Richard Thomas Glover and John George Glover at Nos. 214-222 St. John Street, Clerkenwell, and elsewhere, in the County of Middlesex, at Birmingham, in the County of Warwick, and in the City of Bristol and in the City of Manchester.
- (B.) To purchase the machinery, stock in trade, plant and tools used in connection with the said business, and the buildings and land, of whatsoever tenure, occupied, used and held in connection therewith, and also the patent rights of the said Richard Thomas Glover and John George Glover, and the stock and shares and other capital of the said Richard Thomas Glover and John George Glover employed in the said business.
- (C.) To carry on, conduct, manage and prosecute the said business in the same manner and places as now carried on, or in such other manner or places as the Company may consider necessary or requisite, either alone or in connection with any other trade, business or commercial operations, which, in the opinion of the Directors of the

*Handwritten signature*

Company, may be incident or auxiliary, or conducive to the objects aforesaid, or any of them, and whether on account of the Company alone or with or for any other companies or persons, and to manufacture, sell and trade in gas plant or other materials.

- (D) To purchase or take out and work and sell any inventions, patent rights or privileges in connection with the said business, and procure foreign patents in respect thereof, and to grant, sell or license all or any share or interest of and in the letters patent of or to which the Company may be from time to time possessed or entitled.
- (E) To purchase or otherwise acquire and hold any lands, houses, wharves, buildings and hereditaments in any part of the United Kingdom or elsewhere, for business purposes, and to lease, let and dispose of the same, and to erect, construct and build any houses or works for the purposes of the Company.
- (F) To sell the undertaking, assets and property of the Company, or any rights or interest therein, or any portion of the same, to any other Company or person, for such price in money or shares, and on such terms as this Company shall sanction, and to acquire the whole or any part of the undertaking, assets and property of any company or person, or to amalgamate with any other company established for objects similar in general character to the objects of this Company.
- (G) To take and hold any shares, stock or debentures respectively in any company or companies whatsoever in which the liability of the Members shall be limited to the amount of their shares or stock, and whether such company be established in the United Kingdom or elsewhere.
- (H) To borrow or receive deposits or loans of money at interest or otherwise, and to make and issue as security for the same debentures, debenture bonds or notes, bills of exchange and other negotiable instruments or mortgages, with or without power of sale of the whole or any part or parts of the undertaking or property of the Company, and also to lend, lay out and invest, on security or

otherwise, the Company's capital, or any part thereof, on deposits or loans, and to purchase and sell shares in other companies, stocks, funds and other public securities.

(i.) To enter into any arrangements with any governments or authorities, supreme, municipal, local, or otherwise that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(j.) To establish and regulate in any foreign country or colony, agencies and depôts for the purposes of the Company.

(k.) To do all such 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 £100,000 divided into 10,000 shares of £10 each, of which 6000 shall be Preference shares (preferential as to capital and entitled to dividend up to 6 per cent. in each year before any dividend is payable on the Ordinary shares (but not cumulative) and entitled to rank equally with the ordinary shares for dividends beyond 6 per cent. and with the other privileges and rights specified in the Articles of Association with reference to the same), and 4000 shall be Ordinary shares (entitled only to dividend in each year after 6 per cent. has been paid in such year on the Preference shares, and then to rank *pari passu* with the Preference shares for any further dividend), which shares, and all other shares of which the present or any future capital of the Company shall consist, may be divided into different classes, or be consolidated into stock, and may have such preference, guarantee or privilege, as between themselves, as shall be in conformity with the Regulations of the Company existing from time to time. Provided that except with the consent of a meeting of holders of Preference shares under the provisions of the Articles of Association no new shares shall be issued with any preference or priority over or ranking equally with such Preference shares, nor shall the rights hereby attached to the Preference shares be otherwise infringed except with such consent as aforesaid.



Names, Addresses and Descriptions of Subscribers.	No. of Shares taken by each Subscriber.
Alex H B Glover 214 St John Street E.C.	1 Share
R Thomas Moore <sup>gentleman</sup> 214/222 St John Street E.C. Gas Meter Manager	1 Share
Mr Geo Glover 214/222 St John Street E.C. Gas Meter Manager	1 Share
Herbert Ernest Barker 148 Richmond Road. Accountant. Dalston. N.E.	1 Share.
Thomas McKinnon Clark 22 Selborne Road agent Wood Green	1 Share
Glover Clark 15 Park Avenue. Wood Green. N.E. Commercial Traveller.	1 Share
Belsey W March 3 Howard Road Organist Brickleywood N.W.	1 Share

Dated this 13<sup>th</sup> day of July 1896.

Witness to the Signatures of all the above-named— Alexander Henry Bowie  
Glover, Richard Thomas Glover, John George Glover,  
Herbert Ernest Barker, Thomas McKinnon Clark,  
Glover Clark and Belsey Watts March

William W. Ward

16 Lincoln Inn Lane,

London W.C.

Solicitor at Law,

48760C N 14709/3.



THE COMPANIES' ACTS, 1862 TO 1893

COMPANY LIMITED BY SHARES.



## Articles of Association

OF

THOMAS GLOVER & COMPANY, LIMITED

28067

14 JUL 1896

### PRELIMINARY.

1. This Company is formed for the purpose of purchasing the business mentioned in the Memorandum of Association, and the plant, stock-in trade, fixtures and tools, used in connection therewith, and certain patent rights on the terms and conditions contained in an Agreement which has already been prepared, and is expressed to be made between Richard Thomas Glover and John George Glover of the one part, and Thomas Mackinnon Clark of the other part, and which Agreement is dated the 11th day of July, 1896. The Company shall forthwith adopt the said Agreement and carry the same into effect.

2. The Regulations of Table A, in the first Schedule of "The Companies Act, 1862," shall not apply to this Company; but instead thereof the provisions contained in the following Articles shall be the Regulations for the management of the Company.

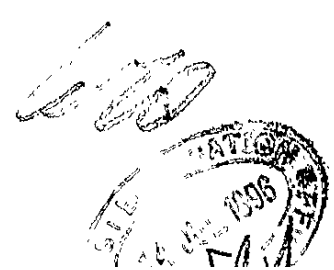
### SHARES.

3. Every Member shall 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 or deemed to be paid up thereon; and if such certificate be worn out or lost, it may be renewed on payment of one shilling, and (in the case of loss) on such indemnity as the Directors deem adequate being given.

4. The Company shall not be bound by or recognise, though having notice thereof, any other right in respect of a share than an.

By Bowie  
Glover  
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absolute right thereto in the registered holder thereof for the time being, and such right in case of transmission as hereinafter mentioned.

5. If several persons are registered as joint holders of any share, any of such persons may give effectual receipts for any dividend payable in respect of such share

### TRANSFER AND TRANSMISSION OF SHARES.

6. The instrument of transfer of any share in the Company shall be executed by both the transferor and transferee, and the transferor shall be deemed to remain a holder of such share until the name of the transferee is entered in the register book in respect thereof.

7. Shares in the Company may be transferred in the following form :

I, \_\_\_\_\_ of \_\_\_\_\_  
in consideration of the sum of \_\_\_\_\_ pounds paid to me  
by \_\_\_\_\_ of \_\_\_\_\_ do hereby transfer to the  
said \_\_\_\_\_ the share (or shares) numbered \_\_\_\_\_  
standing in my name in the books of THOMAS GLOVER  
AND COMPANY, LIMITED, to hold unto the said  
his executors, administrators and assigns, subject to the several  
conditions on which I held the same at the time of the execution  
hereof. And I, the said \_\_\_\_\_  
do hereby agree to take the said share (or shares) subject to the  
same conditions.

As witness our hands and seals the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_

8. A person, whether a Member of the Company or not (hereinafter called the retiring Member), who desires to transfer any share to a person who is not a Member of the Company, must serve the Company with notice in writing (hereinafter called the transfer notice) that he desires to make such transfer. The transfer notice must specify the name and address of the proposed transferee, and the sum at which the retiring Member fixes the fair value of the shares, and within 14 days after service of such notice, the Directors shall give the retiring Member notice of their approval or disapproval of the transfer, and if they approve, the proposed transfer may be forthwith carried out, but if they disapprove, the transfer notice shall be deemed to constitute the Company the agent of the retiring Member for sale of the shares to any

Member of the Company at the fair value aforesaid, and such authority shall not be revocable, and if the Company shall within 28 days after service of the notice find a Member willing to purchase at such fair value, the retiring Member shall, upon payment of such fair value, transfer to him accordingly. If the Company shall not within the space of 28 days after being served with the transfer notice find a Member willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty (subject to clause 11 hereof) to sell and transfer the shares (or those not placed) to any person and at any price.

9. Every deed of transfer must be left at the Office of the Company to be registered, accompanied with such evidence as the Directors may reasonably require to prove the title of the transferor, and with the payment of a fee of 2s. 6d. ; and thereupon the Company subject to the powers vested in the Directors by Article 11 shall register the transferee as a Shareholder, and retain the deed of transfer.

10. Any share may be transferred by a Member to any son or grandson or daughter or son-in-law or nephew or wife or husband of such Member, and any share of a deceased Member may be transferred by his executors or administrators to any son or grandson, daughter or nephew or son-in-law, widow or widower of such deceased Member, and shares standing in the name of the trustees of the will of any deceased Member may be transferred upon any change of trustees for the time being of such will and clause 8 hereof shall not apply to any such transfer.

11. The Directors may decline to register any transfer of shares upon which the Company has a lien, or to a transferee of whom they do not approve, and not being already a Member of the Company, but this clause shall not apply to a transfer made pursuant to clause 10 hereof.

12. In no case shall the Directors be bound to inquire into the validity, authority, legal effect or genuineness of any deed of transfer produced by a person claiming as transferee of any share in accordance with these Articles ; and whether they abstain from so inquiring or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for dividends previously declared in respect thereof, but only, if at all, upon the transferee.

13. The transfer books may be closed during the 14 days immediately preceding the ordinary general meeting in each year.

#### TRANSMISSION OF SHARES.

14. The executors or administrators of a deceased Shareholder shall be the only persons recognized by the Company as having any title to his share.

#### FORFEITURE OF AND LIEN UPON SHARES.

15. The Company shall have a primary lien upon the share or shares, and the dividends or profits, of any Member who may be either absolutely or contingently indebted or liable to the Company in any amount or on any account whatsoever, and that whether such Member is liable or indebted solely or jointly with any other person or persons and whether the debt or liability be actually payable or not; and the Directors may, after any such debt has become actually payable, by a resolution to that effect, absolutely forfeit all or any one or more of the shares of any Member so indebted or liable to the Company as aforesaid, and may sell, dispose of and transfer the same, and apply the proceeds of such sale in or towards the payment or satisfaction of the said debt or liability. Provided that only so many shares shall be so forfeited as the Auditors of the Company shall certify to be the equivalent at the then market value of such debt or liability.

16. If any Shareholder fails to pay any call due on the appointed day, the Directors may at any time thereafter, during such time as the call remains unpaid, serve a notice on him requiring him to pay such call, together with interest on the amount of such call, at such rate, not exceeding £10 per cent. per annum, as the Directors may from time to time determine, from the time of the call becoming due to the time of actual payment thereof; and the Company may sue any such defaulting Member for the amount of calls due and unpaid, with interest as aforesaid.

17. The notice shall name a further day, not less than 14 days from the date of such notice, and a place (being the place at which calls of the Company are usually made payable), on and at which such call and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also state that in the event of non-payment at the time and place appointed, the share in respect of which such call was made will be liable to be forfeited.

18. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, together with all dividends declared but not actually paid thereon, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

19. Any shares forfeited as aforesaid shall be deemed to be the property of the Company, and may be disposed of in such manner as the Directors may think fit.

20. Any Shareholder whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay, to the Company all calls, interest and expenses owing upon such shares at the time of the forfeiture, and the same may be recovered by action at law or suit in equity.

21. A certificate in writing under the seal of the Company that a call was made, and notice thereof given, and that default was made in payment of the call, and that the forfeiture of the share was made by a resolution of the Directors to that effect, or that the share was forfeited by the Directors on account of a debt then due and payable by the owner thereof to the Company, as the case may be, shall be sufficient evidence of the facts therein stated as against all persons entitled to such share, and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such sale, and a certificate of proprietorship shall be delivered to a purchaser, and thereupon he shall be deemed the holder of such share; discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such sale.

#### INCREASE IN CAPITAL.

22. The Members may, at any extraordinary general meeting convened expressly for such purpose, by special resolution, increase the capital of the Company; and such increase of capital may be effected by increasing the number of ordinary shares, or by the creation of preference or guaranteed shares, having any special privilege or condition, and either at a premium or discount, as such meeting shall determine, provided that except with the consent of a meeting

of the holders of preference shares under the provisions of Articles 45 and 46 no new shares shall be issued with any preference or priority over or ranking equally with such preference shares nor shall the rights attached by these Articles to the preference shares be otherwise infringed except with such consent as aforesaid.

23. 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 the 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.

24. Except so far as otherwise provided by the conditions of issue or by these presents any additional capital raised by the creation of new shares or otherwise shall be considered as part of the original capital.

#### GENERAL MEETINGS.

25. The first general meeting shall be held at such time and place as the Directors may think proper, providing that such meeting be held within four months from the time of registration of the Company; and the Shareholders at such meeting shall fix the time and place at which the future general meetings shall be held; and if no other time or place is prescribed, a general meeting shall be held once a year, at the Office of the Company, or such other place and at such time as may be determined by the Directors.

26. The above mentioned general meetings shall be called ordinary meetings; all other meetings shall be called extraordinary meetings.

27. The Directors may whenever they shall think fit, after fourteen days' notice by advertisement or circular, convene an extraordinary general meeting of the Company.

28. Upon a requisition in writing, made by a member or

members, holding not less than one-sixth of the issued capital of the Company for the time being, it shall be imperative upon the Directors to call an extraordinary general meeting. Any requisition so made shall bear the signatures of the whole of the requisitionists, and shall express the objects of the meeting proposed to be called; and such requisition shall be served upon the Directors by being left at the Registered Office of the Company; and if they do not proceed to convene the meeting within twenty-one days from the receipt of such requisition, the requisitionist or requisitionists may convene a meeting.

#### PROCEEDINGS AT GENERAL MEETINGS.

29. Seven days' notice at the least, 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 in such manner as may be prescribed by the Directors, or, until some other manner is prescribed, by circular or letter addressed and sent by post or delivered to the Shareholders; but the non receipt of such notice by any Shareholder shall not invalidate the proceedings of any meeting.

30. All business shall be deemed special that is transacted at an extraordinary general meeting, and all that is transacted at an ordinary meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance-sheet, and the ordinary report of the Directors and the election of Directors and Auditors.

31. No business shall be transacted at any general meeting except the declaration of a dividend, unless three Shareholders at the least whether Directors or not, are present at the commencement of such business.

32. If within half-an-hour from the time appointed for the meeting the required number of Shareholders be not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved. In every other case it shall stand adjourned to such time and place as the Chairman of the meeting may appoint; and if at such adjourned meeting the required number of Shareholders be not present, it shall be adjourned *sine die*, and in such case the Directors shall have power to transact the business for which such meeting was called as effectually as the meeting might have done.

33. The Chairman of the Board of Directors shall preside as Chairman at every meeting of the Company, and in case of equality



of votes he shall, in addition to his original vote, have a casting vote.

34. If there is no such Chairman, or if at any meeting he is not present within ten minutes after the time appointed for holding the same, the Shareholders present shall choose some Director, if one be present, and if not, then one of their own number, to be Chairman of such meeting.

35. 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 left unfinished at the meeting from which the adjournment took place.

36. At any general meeting, unless a poll is demanded by at least five Shareholders present at such meeting, or by a member or members holding or representing by proxy and entitled to vote in respect of at least one-tenth part of the capital represented at the meeting a declaration by the Chairman, that a resolution has been carried, and an entry to that effect in the book of proceedings of the Company, shall be sufficient evidence of that fact without proof of the number or other proportion of the votes recorded in favour of or against such resolution.

37. If a poll is demanded by five or more Members, it shall be taken in such manner as the Chairman shall direct, and the result of such poll shall be deemed to be the resolution of the Company in general meeting, but the Chairman shall have full power before taking such poll to proceed with and finish the other business to be transacted at the meeting.

#### VOTES OF MEMBERS.

38. Whenever a poll is demanded, every Member shall be entitled to one vote for every share held by him.

39. If any Member is a lunatic or idiot, he may vote by his committee, *curator bonis*, or other legal curator.

40. If two or more persons are jointly entitled to any shares, the person whose name stands first in the register of Members as one of the holders of such shares, and no other person, shall be entitled to vote in respect of the same.

41. No Member shall be entitled to vote at any meeting, except by consent of the meeting, unless all calls due from him have been paid, nor after the first general meeting until he shall have been possessed of his shares three calendar months, unless such shares shall have come to him by bequest, or by marriage, or by succession to an intestate's estate.

42. Votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointor, or, if such appointor is a corporation, under their common seal, and shall be attested by one or more witness or witnesses.

43. The instrument appointing a proxy shall be in the following form, or as near thereto as circumstances will admit:

" I, \_\_\_\_\_, of \_\_\_\_\_, being a Member of THOMAS GLOVER & Co., LIMITED, and entitled to \_\_\_\_\_ votes, hereby appoint \_\_\_\_\_, of \_\_\_\_\_ in the County of \_\_\_\_\_, being a Member of the said Company, as my proxy, to vote for me, and on my behalf, at the [ordinary or extraordinary, as the case may be] general meeting of the above Company, to be held on the \_\_\_\_\_ day of \_\_\_\_\_, or within one month from the date hereof, and at any adjournment hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_.

Signed by the said \_\_\_\_\_,  
in the presence of \_\_\_\_\_."

44. No person shall be appointed a proxy who is not a Member of the Company, and the instrument appointing him shall be deposited at the Registered Office of the Company not less than twenty-four hours before the time of holding the meeting at which he proposes to vote, and no instrument appointing a proxy shall be valid after the expiration of six months from the date of its execution.

#### MEETINGS OF CLASSES OF SHAREHOLDERS.

45. The holders of any class of shares may by a resolution passed by a majority of not less than three-fourths of the holders for the time being entitled to vote in respect of shares of such class, present in person or by proxy at any meeting of such holders of

which notice specifying the intention to propose such resolution has been duly given, consent on behalf of the holders of shares of such class to the issue or creation of any shares ranking equally therewith or having any priority or preference thereto, or to the abandonment of any rights or of any preference or priority or to the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of capital affecting prejudicially the class of shares, and a resolution so passed shall be binding upon all the holders of shares of such class.

46. Any meeting for the purpose of the last preceding clause shall be convened and conducted as nearly as possible in the same way as an extraordinary general meeting of the Company, save that no member not being a Director shall be entitled to notice thereof or to attend thereat unless he be a holder of shares of the class intended to be affected by the resolution, and that votes shall only be given in respect of shares of that class and that a poll may be demanded by any such shareholder present in person or by proxy and entitled to vote and that the quorum of such meeting shall be members holding or representing by proxy two-thirds of the nominal amount of the issued shares of such class.

#### DIRECTORS.

47. The first Directors of the Company shall be: Mr. Richard Thomas Glover, of 214, St. John Street, Clerkenwell, Mr. John George Glover, of the same place, and one other person to be appointed in writing by the subscribers to the Memorandum of Association, or the major part of them. Until such other Director shall have been appointed the said Richard Thomas Glover and John George Glover shall be deemed for all purposes to be the sole Directors. The three Directors appointed, and to be appointed as aforesaid, shall all remain in office till the ordinary general meeting in 1897. Subject as aforesaid, the minimum number of Directors shall be three.

48. The Directors for the time being shall have power to add to their number at any time or times previous to the ordinary meeting in 1897, so that the total number of Directors do not exceed five, and it shall afterwards be lawful for the number of Directors to be diminished or increased by a resolution of the Members at the ordinary meeting in any year, so that it be never less than three nor greater than seven.

49. Mr. Richard Thomas Glover and Mr. John George Glover shall be deemed Managing Directors, and shall hold office for seven years from the 1st day of January 1896.

## REMUNERATION OF DIRECTORS.

50. The remuneration of the Managing Directors shall be £500 per annum each, and £100 additional for each 1 per cent. dividend declared in any year over and above 6 per cent. on the A shares, and in that proportion for any less dividend than 1 per cent. The remuneration of the other Director or Directors shall be fixed by resolution of the Company in general meeting. The Directors shall also be paid out of the funds of the Company their travelling or other expenses incurred in or about the business of the Company.

## POWER OF DIRECTORS.

51. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by law or by these Articles required to be done by the Company in general meeting, subject, nevertheless, to any regulations of these Articles, to the requirements of the law, and to such regulations, not being inconsistent with the aforesaid regulations or requirements, 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 regulation had not been made.

52. All calls shall be made by the Directors from time to time as they think fit in respect of all Capital unpaid on Shares, whatever be the number of shares actually taken up; and each Member shall pay the amount of all calls so made to the persons and at the times and places appointed by the Directors.

53. The Directors may receive from any Member willing to advance the same all or any part of the moneys remaining uncalled upon the share or shares held by him, in addition to the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time exceeds the amount of calls then made and due upon the shares in respect of which such advance has been made, the Directors shall pay such Member interest at the rate of £3 per cent. per annum, or such other rate as the Directors and the Member so advancing may from time to time agree upon.

54. The Directors shall have power to purchase lands on behalf and in the name of the Company, in fee or for any other estate or

interest, or to purchase or erect buildings, or to hold lands on lease or otherwise, and to mortgage, lease, sell and exchange such lands, or any of them, and to raise and borrow money upon mortgage of such lands, or any of them, or upon debentures, bonds, promissory notes, bills of exchange and other transferable securities, or otherwise, as they shall deem requisite or expedient for carrying on or extending the works, or for any of the objects of the Company; and all lands purchased and taken in exchange or on lease by the Directors on behalf of the Company shall be demised or conveyed to the Company, their successors and assigns. Provided that the Directors shall not borrow or raise any sums exceeding the amount of the subscribed capital of the Company for the time being, and shall not secure the repayment of any sum of money so borrowed by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company, either present or future, or its uncalled capital for the time being, except with the previous sanction of an Extraordinary General Meeting, confirmed by a resolution passed at a separate General Meeting of the holders of Preference Shares under the provisions of Articles 45 and 46.

55. The Directors shall be at liberty, with the assent of the Members, given by extraordinary resolution at an extraordinary general meeting, to enter into any contract for amalgamating with any other Company or Companies, or any contract for selling and transferring the estates and effects of this Company to another Company, or any person or persons, for shares or otherwise, and for purchasing the estate and effects of any other Company, person or persons, or otherwise, upon such terms and subject to such stipulations and conditions as they may from time to time think fit.

56. The seal of the Company shall not be affixed to any deed, agreement or document without a formal resolution of the Directors to that effect, but any deed, agreement or document to which the seal of the Company shall have been affixed, shall be binding upon the Company, and shall not be impeached by reason of any alleged irregularity in respect thereof, such document being signed by two Directors, as well as bearing the seal of the Company.

57. Every agreement or document requiring to be in writing, but not requiring to be under seal, and not being a contract for labour, or for purchasing or selling goods in the ordinary way of trade, shall be signed by two of the Directors and countersigned by the Secretary, and such signatures shall be authorised by a formal resolution of the

Directors to that effect; but it shall not be incumbent upon any person dealing with the Company to ascertain whether any such resolution provided by this and the preceding Article has been passed.

58. All cheques, bills of exchange and promissory notes shall be signed, drawn, accepted or endorsed on behalf of the Company, by such person or persons, and in such manner as the Directors shall from time to time appoint. All contracts with workmen, indentures of apprenticeship, and contracts for purchasing or selling goods in the ordinary way of trade, shall be signed in like manner by such person or persons as the Directors may from time to time appoint.

59. The Directors may from time to time appoint such agents, officers and servants of the Company as they may deem requisite, upon such terms as they in their discretion shall think fit, and may remove such persons at their discretion.

60. Generally, the Directors shall be at liberty to do any acts or things for the more effectually carrying out the objects of the said Company, as they in their discretion shall think proper.

#### PROCEEDINGS OF DIRECTORS.

61. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and three shall be the quorum necessary for the transaction of business. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes, the Chairman, in addition to his original vote, shall have a casting vote. A Director may at any time summon a meeting of the Directors.

62. The Directors may elect a Chairman of their meetings, and determine the period for which he is to hold office; but if at any meeting the Chairman be not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

63. The Directors may delegate any of their powers to committees, consisting of such Members of their body as they think fit; any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Directors.

64. A committee may elect a Chairman of their meetings. If no such Chairman is elected, or if he is not present at the time appointed for holding the same, the Members present shall choose one of their number to be chairman of such meeting.

65. A committee 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.

66. All acts done by any meeting of the Directors, or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or any of them, be as valid as if every such person had been duly appointed and was qualified to act.

67. The Directors shall cause minutes to be made in a book provided for that purpose—

- (1.) Of all appointments of officers made by the Directors :
- (2.) Of the names of the Directors present at each meeting of Directors and committees of Directors :
- (3.) Of all orders made by the Directors and committees of Directors :
- (4.) Of all contracts entered into by the Directors on behalf of the Company : and
- (5.) Of all resolutions and proceedings of the Company, and of the Directors and Committees of Directors.

And such minutes as aforesaid, if signed by any person purporting to be the Chairman of any meeting of the Company, or of the Directors or committees of Directors, shall be receivable in evidence.

#### DISQUALIFICATION OF DIRECTORS.

68. The office of Director shall be vacated if he ceases to be a Shareholder in the Company, or if he becomes bankrupt or insolvent, lunatic or of unsound mind, or if he shall violate any clause in these Articles of Association.

69. In case the conduct of any Director shall at any time be such that his continuing a Director shall appear to the other Directors to be prejudicial to the interests of the Company, it shall be lawful for the other Directors for the time being, at an extraordinary meeting of the Directors to be convened for that purpose, if all the other Directors be present, by a majority of votes to remove him from his office.

70. The Company in general meeting may, by a special resolution, remove any Director before the expiration of his period of office, and appoint another qualified person in his stead. 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.

71. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company with any partnership or Company of or in which a Director shall be a Member or interested, be avoided, nor shall any such Director be liable to account to the Company for any profit realized by reason of his fiduciary relation, but such Director shall not vote at the board in respect of any such contract or arrangement. This prohibition shall not apply to the agreement mentioned in clause 1 thereof, or to any matters arising thereout, and it may at any time or times be suspended or relaxed to any extent by a general meeting, no Director shall during his term of office be engaged or interested, either on his own behalf or for other persons, in any business in England similar to the business which the Company may be then carrying on.

#### ROTATION OF DIRECTORS.

72. At the ordinary general meeting to be held in the year 1897, and each succeeding year, one of the Directors for the time being shall retire from office, but shall be eligible for re-election.

73. The Director to retire shall, unless the Directors agree among themselves, be determined by ballot. After their first term of office shall have expired, the Members to retire shall be those who have been longest in office.

74. A Director may resign his office forthwith at any ordinary or extraordinary general meeting of the Company, and by notice to the Company at any other time, and such notice shall take effect fourteen days after delivery at the office of the Company, unless the number of Directors would thereby be reduced below the minimum required by Article 44, hereinbefore mentioned.



75. The continuing Directors may act notwithstanding any vacancy in their body.

76. The Company at the ordinary or extraordinary general meeting at which any Directors retire by rotation, or by voluntary resignation in manner aforesaid, shall fill up the vacated offices by electing a like number of persons.

77. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause, he shall, *ipso facto*, and immediately, cease to be a Managing Director.

78. If at any meeting at which an election of Directors ought to take place no such election is made, the former Directors shall continue in office until new Directors are appointed at the ordinary meeting of the following year, unless such first mentioned meeting is adjourned for the express purpose of electing Directors.

79. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

#### DIVIDENDS.

80. The Directors may, with the sanction of the Company in general meeting, declare a dividend to be paid to the Shareholders in proportion to the amount paid up or credited as paid up on their shares, and may on their own authority declare an interim dividend at the expiration of six months from the last general meeting, if they shall consider the prosperity of the Company to warrant them in so doing.

81. No dividend shall be payable except out of the profits arising from the business of the Company, and no dividend shall be declared except out of the balance of such profits which shall remain after satisfying all interest due on any mortgages by and advances made to the Company, or any other prior claim.

82. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sum as they think proper as a Reserve Fund, to meet contingencies, or for equalising dividends, or for repairing and maintaining the works and property of the Company, or any part thereof, or for paying off any mortgage or other debt due from the Company, or for bad debts or losses, and for the general purposes of the Company.

83. The Directors may invest the sum so set apart as a reserve fund upon such securities as they may select, subject to any direction which may be given by resolution of the Company in general meeting.

84. The Directors may deduct from the dividends payable to any Member all such sums of money as may be due from him to the Company on account of calls or otherwise.

85. Notice of any dividend that may have been declared shall be given to each Member in manner hereinafter provided for the giving of notices by the Company to the Members, and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company.

86. No dividend shall bear interest as against the Company.

87. The holders of Preference shares shall be entitled in each year to receive a preferential dividend of 6 per cent. for such year before any dividend is declared and paid in respect of the Ordinary shares. Subject thereto the holders of Ordinary shares shall be entitled equally with the holders of Preference shares to rank for dividend.

#### ACCOUNTS.

88. The Directors shall cause true accounts to be kept—

- (1.) Of the property of the Company.
- (2.) Of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place :
- (3.) Of the credits and liabilities of the Company : and
- (4.) Of all contracts entered into by the Directors, when, for what purpose, and with whom.

89. A profit and loss account and balance-sheet shall be made out in every year, and laid before the Company in general meeting and such balance-sheet shall contain a summary of the property and liabilities of the Company.

90. For the purposes of such balance-sheet the stock shall be taken once in every year as of the 31st of December, or as of such other date as the Directors may from time to time determine.

#### AUDIT.

91. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance-sheet ascertained by one or more Auditor or Auditors.

92. The first Auditor shall be appointed by the Directors; subsequent auditors shall be appointed by the Company in general meeting, and such meeting shall also determine the remuneration to be paid to such Auditor.

93. The Auditor may, but need not, be a Member if the Company, but no person shall be eligible as an Auditor who shall be interested otherwise than as a Member in any transaction of the Company.

94. Any Auditor shall be eligible for re-election on his quitting office.

95. If no Auditor be appointed at any general meeting, or if any casual vacancy occurs in the office of any Auditor appointed by the Company, the Directors shall forthwith elect an Auditor to act until the next general meeting.

96. The Auditor shall be supplied with a copy of the balance-sheet at least 14 days before the ordinary meeting at which it is to be presented, and it shall be his duty to examine the same with the accounts and vouchers relating thereto, and to report to the Members thereon at such ordinary meeting.

97. The Auditor shall have a list delivered to him of all books kept by the Company, and he shall at all reasonable times have access to the books and accounts of the Company, and he may, in relation to

such accounts, examine the Directors or any other officers of the Company.

98. The Auditor shall make a report to the Shareholders upon the balance-sheet and accounts, and such report shall be read together with the report of the Directors, at the ordinary general meeting.

#### SECRETARY.

99. The Directors shall have power to appoint a Secretary, who shall receive such salary as the Directors may determine, and such Secretary may be removed from office by the Directors.

#### BANKERS.

100. The Bankers of the Company shall be the Union Bank of London, Limited or such other Bankers as the Directors may determine from time to time.

#### SOLICITORS.

101. Messrs. Rooke and Sons, of 45 Lincoln's Inn Fields, London shall be, and they are hereby appointed, the first and present Solicitors of the Company.

#### NOTICES.

102. Notices requiring to be served by the Company upon the Shareholders may be served either personally or by leaving the same, or sending them through the post in letters addressed to the Shareholders at their last registered place of abodes.

103. The Registered Office of the Company shall be considered as the address of every Member who causes no other address within the United Kingdom to be registered.

104. All notices directed to be given to the Shareholders shall, with respect to any share to which persons are jointly entitled, be given to the person whose name stands first in the Register of Members; and notice so given shall be sufficient notice to all the proprietors of such share or shares.

105. Any notice, if served by post, shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post; and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office.

#### DISSOLUTION OF COMPANY.

106. On any distribution of the assets of the Company on its winding up, there shall first be paid to the holders of the existing Preference Shares rateably the amounts paid or credited as paid up thereon; there shall next be paid to the holders of the existing Ordinary Shares rateably the amounts paid or credited as paid up thereon. The surplus (if any) shall be distributed rateably among the holders of the Preference and Ordinary Shares in proportion to the amounts paid or credited as paid up thereon.

107. The dissolution of the Company may be determined on for any purpose whatever, and whether the object be the absolute dissolution of the Company, or the reconstruction or modification of the Company, or its amalgamation with any other Company, or any other object; and, when determined on, the Directors shall carry into effect the same accordingly.

108. No dissolution, however, of the Company, other than by Order of the Court under "The Companies Act, 1862," shall take place if at or before the meeting to be held for the confirmation of the resolution for winding up, as provided by Sections 51 and 129 of "The Companies Act, 1862," any of the Members enter into a sufficient and binding contract to purchase, on such terms as may be mutually agreed on, the shares of all those Members who wish to retire from the Company, and to indemnify them against any further liability arising therefrom.

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NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

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Alex H B Horn

214 St John Street, Finsbury

A Thomas Horn & Co

214/222 St John St E.C. Finsbury

Herbert Glover

214/222 St John St E.C. Finsbury

Herbert Ernest Barker

148 Richmond Road, Holston & Co. Finsbury

Thomas McKinnon Clark 22 Selborne Road, Finsbury

Glover Clark 15 Park Avenue, Wood Green, N. Commercial

Belsey Wmarch

3 Howard Road

Cricklewood N.W. Organist

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Dated this 13<sup>th</sup> day of July 1896.

Witness to the Signatures of all the above named— <sup>Healey</sup> Alexander Bowie  
Glover, Richard Thomas Glover, John George Glover  
Herbert Ernest Barker, Thomas McKinnon Clark  
Glover Clark, and Belsey Wmarch

William A. Wark

His Excellency Lord  
London W.C.  
Secretary Clerk

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COMPANY LIMITED BY SHARES.

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Memorandum  
AND  
Articles of Association  
OF  
THOMAS GLOVER & CO.,  
LIMITED.

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Incorporated the      day of July, 1896.

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ROOKE & SONS,  
45 Lincoln's Inn Fields, W.C.

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R. Baines & Co., Printers, 55 Chancery Lane, W.C.

DUPLICATE FOR THE FILE.

48760



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# Certificate of Incorporation

of ~~the~~  
Thomas Glover & Co., Limited.

I hereby Certify, That

Thomas Glover & Co., 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 fourteenth day of July One  
Thousand Eight Hundred and Ninety and.

and Deed Stamps £ 30.-.

Stamp Duty on Capital £ 100.-.

W. Bokenham  
Assistant Registrar, Joint Stock Companies.

Certificate received by Arthur Richards

for Rooker & Sons

Solicitors 45 Lincoln's Inn Fields

Date 16 July 1896

[SEE BACK].