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49139 CNL 48126

[Form No. 25.]



# THE STAMP ACT, 1891.

(54 & 55 VICT., CH. 39.)

COMPANY LIMITED BY SHARES.

## Statement of the Nominal Capital

OF THE

*Derby County Football Club*

*Company, Limited.*

31876

14 AUG 1896

Pursuant to Section 112 of The Stamp Act, 1891.

*NOTE.—The Stamp Duty on the Nominal Capital is Two Shillings for every £100 or fraction of £100.—See last page of this Form.*

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

Telegrams: CERTIFICATE, LONDON."

Telephone Number 65,246.

**JORDAN & SONS, LIMITED,**

Company Registration Agents, Printers, Publishers, and Stationers,

**120 CHANCERY LANE,**

AND

**8 BELL YARD, TEMPLE BAR, LONDON, W.C.**

Presented for filing by



# THE NOMINAL CAPITAL

OF THE

*Derby County Football Club*

Company, Limited,

is £ *5000* ———, divided into *5000* ———

Shares of *£1* ——— each.

Signature *Wm D. Blair B.*

Officer *Manager of the Company.*

Dated the *13<sup>th</sup>* ——— day of

*August* 189*6*

*This Statement should be signed by an Officer of the Company.*



THE COMPANIES ACTS 1862 to 1897

COMPANY LIMITED BY SHARES.

Memorandum of Association

31877

14 AUG 1896

OF THE

**DERBY COUNTY FOOTBALL CLUB,**  
**LIMITED.**

1. The name of the Company is "THE DERBY COUNTY FOOTBALL CLUB, LIMITED."
2. The Registered Office of the Company is situate in England.
3. The objects for which the Company is established are—
  - (i.) To acquire and take over, as a going concern, the Assets, Contracts, and Liabilities of the Unregistered Association now known as the "DERBY COUNTY FOOTBALL CLUB," and with a view thereto, to adopt and carry into effect an Agreement dated the 11th day of August, 1896, made between ARTHUR WILSON (on behalf of the Derby County Football Club) of the one part, and JOHN DEAN (as Trustee of the Company) of the other part.
  - (ii.) To promote the practice and play of Football, Cricket, Baseball, Lacrosse, Lawn Tennis, Hockey, Bowls, Bicycle and Tricycle Riding, Running, Jumping, the physical training and development of the human frame, and other athletic sports, games, and exercises of every description, and any other games, pastimes, sports, recreation, amusements or entertainments, and to buy, exchange, or hire all articles, implements, fixtures, furniture, apparatus, and things used in the playing or practice of such games or pursuits, and any other implements or things used or required therefor, or for the promotion of the objects of the Company, including prizes to be given in any competition or competitions promoted by the Company, and for that purpose to establish, engage, and maintain teams of football and other players, whether composed of amateur or professional players, or partly of one and partly of the other.

*Presented for filing*



- (iii.) To acquire money by gift or subscription, and to distribute the same in or about the furtherance of all or any of the objects of the Company, and to raise or grant sums of money to be awarded as prizes or otherwise in connection with any such matters as aforesaid, on such terms as may be prescribed.
- (iv.) To join in and promote competitions for challenge cups or other similar competitions for the purposes of the Company, or for the benefit of charities or other like objects.
- (v.) To improve, revise, amend, establish, or alter the rules regulating any or all of the sports or pastimes above enumerated, and to join or subscribe to any union or association for the like objects.
- (vi.) To co-operate or join with any person or persons, club, company, or association having the same or like objects in any manner and for any purpose which may be thought proper in furtherance of the objects of the Company.
- (vii.) To acquire and undertake the whole or any part of the business and assets of any person, firm, or company carrying on any of the businesses or objects which this Company is authorized to carry on, and as part of the consideration for such acquisition to undertake the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangements for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept by way of consideration for any of the acts or things aforesaid any shares, debentures, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, or securities so received.
- (viii.) To purchase, take on lease or in exchange, hire, or otherwise acquire a ground or grounds, or any other real or personal estate necessary or convenient for the objects of the Company.
- (ix.) To construct, fit up, and maintain any buildings, pavilions, or stands upon such ground or grounds; to fix and enforce a scale of charges for admission thereto, and for admission to such ground or grounds, and generally to set out and manage the same as may be required for the objects of the Company.
- (x.) To become if necessary a member of and subscribe to the Football Association, the Football League, or Football Alliance, or any other alliance, league, or association having objects altogether or in part similar to those of the Company.
- (xi.) To buy, sell, and deal in all kinds of apparatus, and all kinds of provisions, liquid, and solid, required by persons frequenting the Company's grounds.
- (xii.) To insure the players of the Company against accident for their own benefit.
- (xiii.) To invest the moneys of the Company not immediately required upon such securities as may from time to time be determined.
- (xiv.) To borrow and raise money by mortgage or charge of the property of the Company, and in particular by the issue of debentures or debenture stock of any description, and either with or without the whole or any part of the

property or assets of the Company being given as security for such money, and generally in such manner and upon such terms as the Company shall think fit, and to pay off or re-borrow such money in such manner and upon such terms as may appear fit or expedient.

- (xv.) To borrow any moneys required for the objects of the Company upon such securities, debentures, or otherwise, as may be determined.
- (xvi.) To sell, improve, manage, develop, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Company.
- (xvii.) To permit and allow any person or persons, club, or society to use and enjoy the said grounds, lands, buildings, pavilions, and stands, and other hereditaments of the Company, for such purposes and upon such terms and conditions as shall be fixed and determined.
- (xviii.) To employ amateur football players, cricketers, and other athletes, and to hire, employ, and pay professional football players, cricketers, and other professional athletes, and also servants and workmen for attending to the ground or grounds for the time being of the company, taking gate money at matches, sports, and festivals, and for carrying out any other object which the Company shall think advisable.
- (xix.) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employes, and to give pensions, gratuities, or charitable aid to any of the players servants and other employes of the Company, or to the wives, children, or other relations of such persons, and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (xx.) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, or securities of the Company, and to remunerate any person rendering services to the company.
- (xxi.) To do all such other lawful acts and things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The capital of the Company is £5,000, divided into 5,000 shares of £1 each, with power to increase or reduce the same, and to issue any part of the original or increased capital with such preferences, priorities, rights, or privileges, or subject to such restrictions, or with rights postponed or deferred, in such manner as the Company in general meeting may determine.

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 to our respective names.

Names, Addresses, and Description of Subscribers.	Number of Shares taken by each Subscriber.
John Dean, 2 Park Bank, Duffield Rd Derby Mercer & Draper	One
Ernest Henry Redley, 33 Wilford Street, Derby, Solicitor's Clerk	One
William Sampson 3 North Parade, Derby Accountant's Clerk.	One.
Fredrick Pottier Epworth 17 Friar Gate Derby-- Grocer	One
George Streat, 106 Gismaston Road Derby Railway Clerk	One
Charles Henry Taylor 112 Gismaston Rd Derby Surgeon	One
Arthur Frederick Longdon 27 Hartington Street Derby Surgical Bandage Manufacturer.	One
Total Shares Taken.....	Seven

Dated the 13<sup>th</sup> day of August, 1896.

Witness to the above Signatures:

The Solicitor  
Derby.



# Articles of Association

OF THE

## DERBY COUNTY FOOTBALL CLUB, LIMITED.

31878

14 AUG 1896

### PRELIMINARY.

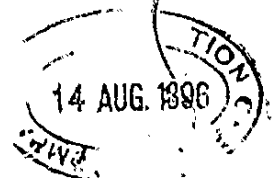
1. Table "A" in the first Schedule of "The Companies Act 1862" shall not apply to this Company.
2. The Directors may carry out the objects of the Company whether the whole of the shares shall have been subscribed or not, and they may allot, or decline to allot the shares as and when they think proper.
3. In the construction of the Memorandum and Articles of Association unless the contrary is expressed or is to be inferred from the context, words importing the singular number only shall include the plural number, and the male shall include the female, and *vice versa*.
4. The first business of the Company shall be to acquire and take over the assets, contracts, and liabilities of the "Derby County Football Club," and for the purpose of so doing the Directors shall forthwith take into consideration, and if approved of, adopt, on behalf of the Company, either with or without modifications, the Agreement referred to in Clause 3, Sub-Section (1) of the Memorandum of Association.

### CAPITAL.

5. The Capital of the Company shall consist of £5,000, divided into 5,000 shares of £1 each.

### CALLS ON SHARES.

6. The Directors may from time to time make such calls upon the members in respect of all moneys unpaid on their shares as they think fit, provided that three months' notice at least be given of the making of each call, and each member shall be liable to pay the amount of calls so made to the persons and at the times and places appointed by the Directors.
7. If by the terms of the Prospectus or by the Conditions of Allotment any amount is payable in respect of any shares by instalments, every such instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all provisions hereof with respect to the payment of calls or to the forfeiture of shares for non-payment of calls shall apply to such instalments and to the shares in respect of which they are payable.
8. A call shall be deemed to be made at the time when the resolution authorising such call was passed.



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9. If before or on the day appointed for payment thereof any member does not pay the amount of any call to which he is liable then such member shall be liable to pay interest for the same at such rate as the Directors may determine from the day appointed for payment thereof to the time of actual payment. No member shall be entitled to any of the privileges arising from the possession of a share so long as a call or any part of a call or any interest in respect thereof shall be in arrear.

10. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money unpaid upon all or any of the Shares held by him beyond the sums actually called up, either as a loan repayable or as a payment in advance of calls, and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made and due upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon, or in default of agreement at such rate not exceeding £4 per centum per annum, as the Directors shall think fit.

### SHARES AND CERTIFICATES.

11. Every member shall be entitled to a certificate under the Seal of the Company specifying the shares held by him and the amount paid up thereon, and if such certificate be worn out or lost it may be renewed on payment of one shilling, and upon the person requiring the new certificate giving up the worn out certificate or giving such evidence of its loss or destruction and such indemnity to the Company as will satisfy the Directors.

12. No share shall be subdivided, and no shareholder shall be entitled to more than one season ticket as a shareholder, and in case two or more persons are registered as the holders of any share, the first named of such persons shall alone be entitled to delivery of the certificate thereof, and to any privileges attaching to shareholders.

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

### TRANSFER OF SHARES.

14. Shares in the Company shall be transferred in the following form:—

I, \_\_\_\_\_ of \_\_\_\_\_ in consideration of the sum  
of \_\_\_\_\_ paid to me by \_\_\_\_\_ of \_\_\_\_\_ do hereby transfer  
to the said \_\_\_\_\_ the share (or shares) numbered \_\_\_\_\_ standing in my  
name in the books of the Derby County Football Club 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  
Signed sealed and delivered, &c.

day of

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L.S.

L.S.



15. The Directors may decline to register any transfer of a share made by a member who is indebted to the Company, or made to any person not approved for the purpose of such transfer by the Directors, and generally any transfer which they may consider prejudicial to the interests of the Company.

16. Every deed of transfer duly executed by both the transferor and transferee must be left at the Registered 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 a registration fee of two shillings and sixpence, and thereupon the Company, subject to the powers vested in the Directors by Article 15, shall register the transferee as a member and retain the deed of transfer.

17. 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 whatever upon the Company in respect of the share, but only if at all upon the transferee.

#### TRANSMISSION OF SHARES.

18. The executors or administrators of a deceased member shall be the only persons recognised by the Company as having any title to his share.

19. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member, or otherwise than by transfer, may, upon such evidence being produced as may from time to time be required by the Directors, either be registered himself as a member or execute a transfer of the share to his nominee, subject to the approval of the nominee by the Directors. If such person shall elect to have his nominee registered in his stead he shall testify his election by executing to his nominee a transfer of the share and causing such transfer to be sent to the Company, and he shall not be freed from liability in respect of the share until his nominee shall have been registered as the holder thereof.

#### FORFEITURE OF AND LIEN UPON SHARES.

20. The Company shall have a primary lien upon the share 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 indebted or liable 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 or liability has become actually payable, by a resolution to that effect absolutely forfeit the share 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.

21. If any member 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 any interest which may have accrued by reason of such non-payment.

22. The notice shall name a further day and place on and at which such call and interest 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.

23. 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 before payment of all calls and interest due in respect thereof has been made be forfeited by a resolution of the Directors to that effect. Notice of the forfeiture shall be forthwith entered on the Register of Members.

24. Any share so forfeited shall be deemed to be the property of the Company, and may be disposed of in such manner as the Directors may think fit. They shall have power, however, in case they think fit, within one year from the date of forfeiture, to remit such forfeiture on such terms as they shall think fit.

25. Any member whose share has been forfeited shall notwithstanding be liable to pay to the Company all calls and interest owing upon such share at the time of forfeiture without deduction or allowance for the value of the share, and the same may be recovered by action at law.

26. A certificate under the seal of the Company and signed by two Directors stating that the share therein mentioned has been duly forfeited shall be conclusive evidence of such forfeiture, and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to the 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 forfeiture or sale.

#### REDUCTION OF CAPITAL.

27. The Company may from time to time by special resolution reduce its capital in any manner allowed by law, and may subdivide or consolidate its shares or any of them.

28. Upon the subdivision of any share into two or more shares of less amount the holder of any one or more of such resulting shares may be given a preference or priority over the holder of the other or others of such resulting shares in respect of the payment of dividends or distribution of surplus assets. But no preference or priority shall thereby be given over or in regard to the holder of any other share or shares.

29. If and whenever the capital is divided into shares of various classes the rights and privileges of the holders of shares of each class may be varied or modified by any arrangement which is sanctioned on the one hand by a special resolution of the holders of the shares of such class, and on the other hand by a like resolution of the holders of the remaining shares of the Company, each such resolution being passed at a separate meeting of the members entitled to vote thereat. Meetings of the holders of a class of shares shall be subject as far as possible to the same rules and provisions as the meetings of the Company.

#### INCREASE OF CAPITAL.

30. The members may at any Extraordinary General Meeting convened expressly for such purpose at which at least two-thirds of the members present shall vote therefor, increase the capital of the Company by the issue of new shares.

31. The new shares shall be issued upon such terms and conditions and with such rights, priorities, or privileges as the Company in General Meeting shall have directed, or if no direction shall have been given, as the Directors shall determine.

32. Any additional capital raised by the creation of such new shares shall be considered as part of the original capital, and shall be subject to the same provisions in all respects, whether with reference to the payment of calls, the forfeiture of shares, on non-payment of calls or otherwise, as if it had been part of the original capital.

#### BORROWING POWERS.

33. The Company may raise or borrow money for the purposes of its business, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the property of the Company (present or future), including its uncalled or unissued capital, and may issue bonds, debentures, or debenture stock, either charged upon the whole or any part of the property of the Company, or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time *shall not exceed* the amount of the *subscribed* share capital of the Company.

34. The Directors may exercise the borrowing powers hereinbefore given to the Company and secure the repayment of the amount so borrowed or raised in any manner in which the Company might so do. Provided always that the amount so borrowed or raised by the Directors and outstanding shall not exceed the sum of £1,000 without the sanction of the Company in General Meeting, and in addition to the powers in this Article the Directors may effect such temporary loans as may be required in the ordinary course of business, but not exceeding in amount due and outstanding at any one time the sum of £500, to be secured in such manner as the Directors think fit.

35. If the Directors, or any of them, or any officer of the Company, shall become personally liable for the payment of any sum primarily due from the Company, they may execute, or cause to be executed, any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the persons so becoming liable as aforesaid from any loss in respect of such liability.

#### GENERAL MEETINGS.

36. The first General Meeting shall be held within four months of the registration of the Company. One General Meeting of the Company at the least shall be held in every year, on such day and at such time and place as the Directors shall determine, and such General Meeting shall be called "an Ordinary General Meeting," and each of all other General Meetings shall be called "an Extraordinary General Meeting." The Directors may whenever they shall think fit, and shall upon receiving a requisition in writing signed by not less than fifty members, convene an Extraordinary General Meeting.

37. Such requisition shall express the objects of the meeting proposed to be called, and 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 requisitionists may themselves convene the meeting.

38. Seven clear days notice at the least specifying the day, time, and place of any meeting, and in case of special business the general nature of such business, shall be given by circular or letter addressed and sent by post or delivered to the members, but the accidental omission to give notice to any member or the non-receipt of such notice by any member shall not invalidate the proceedings at such meeting.

39. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Ordinary General Meeting, with the exception of the consideration of the accounts, balance sheet, declaration of dividend, and the ordinary Report of the Directors, and the election of Directors and Auditor.

40. No business except the declaration of dividend shall be transacted at any General Meeting unless fifteen members, whether Directors or not, are present at the time when the meeting proceeds to business.

41. If within half an hour from the time appointed for the meeting the required number of members is not present, the meeting, if convened upon the requisition of the members, shall be dissolved. In every other case it shall stand adjourned till the following day at the same time and place, and if at such adjourned meeting the required number of members is 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.

42. The President, or if there is no President, or if he shall be absent, or decline or neglect to take the chair, one of the Vice-Presidents, or if there are no Vice-Presidents, or if they shall be absent, or decline, or neglect to take the chair, the Chairman of the Board of Directors shall preside as Chairman at every General Meeting of the Company, and in case of an equality of votes he shall, in addition to his original vote, have a casting vote.

43. If there is no such Chairman, or if at any meeting he shall be absent, or decline or neglect to take the chair, the members present shall choose some Director, if one be present, and if not, then one of their own number to be Chairman of such meeting, who shall, in case of an equality of votes, have in addition to his original vote a casting vote.

44. The Chairman may, with the consent of the meeting, adjourn the same 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.

45. At any 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.

46. All voting at a General Meeting shall be by show of hands, unless such meeting shall resolve that the same shall be by ballot or otherwise, but the Chairman shall have full power before taking such ballot, or other mode of ascertaining the number voting for or against, to proceed with and finish the other business to be transacted at the meeting.

#### VOTES OF MEMBERS.

47. Every Member shall have one vote for every Share registered in his name up to ten Shares, he shall have one additional vote for every five Shares beyond the first ten Shares up to fifty Shares, and one additional vote for every twenty-five Shares after fifty Shares.

48. Any person entitled under the transmission clause 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, or that the Directors shall previously to such meeting have admitted his right to vote thereat in respect of such Shares.

49. Where there are joint registered holders of any Shares, any one of such persons may vote at any meeting, either personally or by proxy, in respect of any such Shares, as if he were solely entitled thereto, and if more than one of such joint holders be present at any meeting, personally or by proxy, that one of the said persons so present whose name stands first in the register in respect of such Shares shall alone be entitled to vote in respect thereof.

50. Votes may be given personally or by proxy. The instrument appointing a proxy shall be in writing, under the hand of the appointor, or if such appointor is a Corporation, under its common seal. No person shall be appointed a proxy who is not a Member of the Company, and qualified to vote.

51. The instrument appointing a proxy shall be deposited at the Registered Office of the Company not less than 24 hours before the time for holding the meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of six months from the date of its execution.

52. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of the principal, or revocation of the appointment, unless notice in writing of the death or revocation shall have been received at the office of the Company twenty-four hours at the least before the meeting, or unless the principal attends the meeting.

53. The instrument of proxy, whether for a specified meeting or otherwise, shall be in the form or to the effect of the following :—

DERBY COUNTY FOOTBALL CLUB, LIMITED.

"I, \_\_\_\_\_ of \_\_\_\_\_ being a Member of  
 "in the County of \_\_\_\_\_  
 "Derby County Football Club, Limited, hereby appoint  
 "of \_\_\_\_\_ or failing him  
 "of \_\_\_\_\_ or failing him  
 "of \_\_\_\_\_ as my Proxy, to vote for me and on my behalf at  
 "the Ordinary (or Extraordinary) General Meeting of the Company to be held on the  
 "\_\_\_\_\_ day of \_\_\_\_\_ and at any adjournment thereof.  
 "\_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_."

"As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_."

54. The holder of a Share Warrant shall not be entitled to vote by proxy unless otherwise expressed in the Warrant.

55. No Member shall be entitled to be present or to vote on any question, either personally or by proxy, or as proxy for another Member, at any General Meeting, or upon a poll, or be reckoned in a quorum, whilst any call or other sum shall be due and payable to the Company in respect of any Shares of such Member.

DIRECTORS.

56. There shall be a President, and two Vice-Presidents who, with nine other members, shall form the Board of Directors.

57. The first President of the Company shall be :—

The HONOURABLE WILLIAM MONK JERVIS, Quarndon, Derby.

58. The first two Vice-Presidents shall be :—

WILLIAM THOMAS MORLEY, Alvaston, Derby.  
 ARTHUR WILSON, Ashbourne Road, Derby.

59. The first nine other Directors shall be as follows :—

SAMUEL BENNETT, Junr., St. Peter's Street, Derby.  
 ARTHUR BROWN, Uttoxeter New Road, Derby.  
 JOHN DEAN, St. Peter's Street, Derby.  
 MORGAN THOMAS ROBERTS, Otter Street, Derby.  
 JOHN RYLEY, 10, Wilmot Street, Derby.  
 ROBERT JAMES SMITH, Sale Street, Derby.  
 GEORGE STEVENS, Osmaston Road, Derby.  
 CHARLES HENRY TAYLOR, Osmaston Road, Derby.  
 THOMAS WILLIAM THOMPSON, Nottingham Road, Derby.

60. No Director shall be entitled to receive any remuneration in respect of his office as Director.

### POWERS OF DIRECTORS.

61. The management of the Company shall be vested in the Directors under such regulations as they shall in their discretion think fit to establish, and they may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not by law or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of these Articles, to the requirements of the law, and to such regulations as may be from time to time 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.

62. Subject to the restrictions herein and in the Memorandum of Association contained, the Directors shall have full powers of management and control over the conduct and affairs of the Company, and of exercising all powers within the scope of the Memorandum of Association, and also power to do all acts and things which they may consider proper or advantageous for carrying out the objects of the Company, and in particular (but so as not to restrain the preceding generality) they shall have power to do the following things :

- (a.) To adopt and carry into effect the Agreement referred to in Clause 3, Sub-Section (1) of the Memorandum of Association with or without modification.
- (b.) To appoint the Bankers and Solicitors of the Company, to engage and determine the duties and salaries of the Secretary or Secretaries, Professional Players, and Servants of the Company, and to remove any or such persons at their discretion.
- (c.) To elect such persons as they shall approve of to be playing members of the Company upon such terms as they shall think fit.
- (d.) To acquire and undertake the whole or any part of the business and assets of any person, firm, or company carrying on any of the businesses or objects which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept by way of consideration for any of the acts or things aforesaid any shares, debentures, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, or securities so received.
- (e.) To issue season or other tickets admitting the holders thereof to the grounds of the Company upon such times and occasions and subject to such regulations as the Directors may determine, and in particular to issue to each original shareholder in each year, while he holds original shares to the nominal value of £1, one untransferable season ticket for football purposes only, at a reduction of 15 per cent. on the ordinary charges for season tickets ; with power to provide such special accommodation on the ground of the Company for such season ticket shareholders as they shall think fit.
- (f.) To use and dispose of, sell, or invest all the property or funds of the Company, and from time to time vary such investments at their discretion.
- (g.) To make, alter, and revoke all such rules, bye-laws, and regulations relative to the use of the property of the Company, and to the conduct or holding of the meetings for any of the purposes mentioned in paragraph 3, Section II., of the Memorandum of Association as they may deem fit and proper, provided that such bye-laws are not inconsistent with these Articles or with the Memorandum of Association.

- (k.) To exercise all powers and functions relating to the Company not hereby solely conferred upon the General Meetings of the Company.
- (l.) To arrange such Football and other matches and Athletic Sports mentioned in the Memorandum of Association, and to make all necessary arrangements for the holding thereof, and to fix and enforce a scale of charges thereto, and generally to carry out the objects of the Company.
- (m.) To hire an office for carrying out the objects of the Company.
- (n.) To draw upon the Bankers of the Company for any sums necessary for payment and satisfaction of the debts and liabilities of the Company, but so that all cheque shall be signed by two of the Directors and countersigned by the Secretary.
- (o.) To institute, conduct, defend, compromise, and abandon legal proceedings by and against the Company and its officers, and otherwise concerning the affairs of the Company.
- (p.) To enter into contracts for the Company, and rescind, alter, and vary the same, and to contract on behalf of the Company as may be necessary in carrying out the objects of the Company.
- (q.) To accept compromises of any debts due to the Company, or of any claim or demand of the Company.
- (r.) To refer any claims and demands of and against the Company to arbitration, and to perform and observe the awards thereon.
- (s.) To borrow any money required for the objects of the Company upon such securities as they may determine upon.
- (t.) To make to every Ordinary General Meeting a full and particular report of the affairs of the Company.
- (u.) To allot the shares of the Company.
- (v.) To make calls from time to time in respect of all capital unpaid on shares, whatever be the number of shares actually taken up.
- (w.) To keep the register of Members, the Register of Transfers, and the seal of the Company, and to determine the form of the certificate of the shares.
- (x.) To authorise the affixing of the seal of the Company to any document, which shall only be affixed under a resolution of the Board, and such authorisation shall be evidenced by the signatures of at least two Directors to every document whereon the seal may be affixed, and countersigned by the Secretary.

63. Every receipt of the Company, signed by the Secretary, shall be an effectual discharge for the money therein expressed to be received.

#### PROCEEDINGS OF DIRECTORS.

64. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of the votes of the Directors present. The quorum of Directors shall be three.

65. The Directors shall 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 one of their number to be Chairman of such meeting. In case of an equality of votes, the Chairman, in addition to his original vote, shall have a casting vote.

66. The Directors may delegate any of their powers to Committees consisting of such members of their body or of the Company, or partly of the one and partly of the other, 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.

67. 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.

68. A Committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of the votes of the members present, and in case of an equality of votes the Chairman, in addition to his original vote, shall have a casting vote.

69. All acts done by any meeting of the Directors or by 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 Director or person acting as aforesaid, be as valid as if such Director or person had been duly appointed and was qualified to act.

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

- (1) Of the names of the Directors present at each meeting of Directors and Committees;
- (2) Of all appointments of officers made by the Directors;
- (3) Of all orders made by the Directors and Committees;
- (4) Of all cheques drawn by the Directors upon the Bankers of the Company; and
- (5) Of all resolutions and proceedings of the Company and of the Directors and Committees;

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

71. The qualification of a Director shall be the holding, as absolute owner and not subject to any trust or charge, of ten shares of the Company, of the nominal value of £10 at the least.

#### DISQUALIFICATION OF DIRECTORS.

72. The office of a Director, other than that of President or Vice-President shall be vacated if he shall cease to be a shareholder in the Company, or if he fails to attend a meeting of the Directors for four consecutive months except he is prevented by illness or his attendance is excused by the other Directors at their meetings, or if he become bankrupt or insolvent and compounds with his creditors, or if he become of unsound mind or be found a lunatic, or if he be convicted of an indictable offence, or if he gives the Company notice in writing that he resigns his office, or if he shall violate any clause in these Articles, or if he contracts with the Company or is concerned in or participates in the profits of any contract with the Company, or participates in the profits of any work done for the Company without declaring his interest at the meeting of the Directors or of any Committee at which such contract is determined on or work ordered if his interest then exists, or in any other case at the first meeting of the Directors or of such Committee, whichever first takes place after the acquisition of his interest, and no Director so interested shall vote at any such meeting on any question relating to such contract or work.



73. The Company in Extraordinary General Meeting may remove any Director before the expiration of his period of office and appoint another 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.

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

#### ROTATION OF DIRECTORS.

75. The President and Vice-Presidents shall retire from office at the Ordinary General Meeting in each year but shall be eligible for re-election.

76. At the Ordinary General Meeting to be held in the year 1897, 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, but not exceeding one-third shall retire from office.

77. The order of rotation in which the first Directors shall retire shall be determined by the Directors by ballot.

78. After their first term of office shall have expired the Directors to retire shall be those who have been longest in office.

79. A retiring Director shall be eligible for re-election.

80. No person except a retiring Director shall be elected a Director unless notice in writing shall be sent to the Secretary at least seven days' before the day of the meeting at which the election is to take place, stating the name and address of the person who offers himself or is proposed as a Candidate.

81. Any casual vacancy occurring on 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.

82. If at any meeting at which an election of Directors ought to take place the places of the vacating Directors are not filled up, the vacating Directors or such of them as have not had their places filled up, shall continue in office until the ordinary meeting in the next year, and so on from time to time until their places are filled.

83. The Company may from time to time, in General Meeting, increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

#### THE SEAL.

84. The Directors shall forthwith procure a Common Seal to be made for the Company, and shall as soon as the same is received provide for the safe custody thereof. The Seal shall never be affixed to any document except by the authority of the Board of Directors and in the presence of at least two Directors, who shall affix their signatures to every document so sealed, and every such document shall be countersigned by the Secretary.

85. The Directors may from time to time cause to be broken up the Common Seal or any official Seal or Seals of the Company, and may renew the same or cause any other seal or seals to be substituted therefore.

#### DIVIDENDS.

86. No dividend shall be payable except out of the profits arising from the business of the Company.

87. The Directors shall lay before the Company in General Meeting a recommendation as to the amount which they consider ought to be paid by way of dividend, which shall not exceed the maximum dividend allowed from time to time by the Football Association.

88. Subject to the rights of the holders of any shares entitled to any priority, preference, or special privilege, the net profits of the Company recommended by the Directors for dividend shall be divisible by way of dividend among the members of the Company in proportion to the amount paid up by them respectively on their shares.

89. 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.

90. Notice of any dividend that may have been declared shall be given to each member in manner hereinafter mentioned, and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company.

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

92. The Company may transmit any dividend or bonus payable in respect of any share by ordinary post to the registered address of the holder of such share (unless he shall have given written instructions to the contrary), and shall not be responsible for any loss arising therefrom.

#### ACCOUNTS.

93. 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 ;
- (4) Of all contracts in writing entered into by the Directors, when, for what purpose, and with whom.

94. The books of account shall be kept at the Registered Office of the Company. The Directors shall by resolution determine to what extent and on what conditions the books and accounts of the Company or any of them shall be open to the inspection of members, and the members shall have only such rights of inspection as are given to them by statute or by such resolution as aforesaid. Provided always that the Company in General Meeting shall have a right to inspect and make extracts from any books of the Company.

95. A balance sheet shall be made out once in every year, and laid before the Company at the Ordinary General Meeting, and such balance sheet shall contain a summary of the property and liabilities of the Company, and shall be accompanied by a report of the Directors upon the general state of the Company, and a recommendation as to the amount (if any) which the Directors consider ought to be paid by way of dividend, not exceeding the maximum dividend allowed from time to time by the Football Association, and as to the amount (if any) which they propose to set aside as a reserve fund. And a printed copy of such balance sheet, statement, and report shall at least three days previously to such meeting be delivered at or sent by post to the registered address of every member.

**AUDIT.**

96. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet and statement ascertained by two Auditors, one of whom shall be a Chartered Accountant, and the other a member of the Company.

97. The Auditors shall be appointed by the Company at the Ordinary General Meeting to be held in every year, and such meeting shall also determine the remuneration to be paid to such Auditors.

98. If no Auditors are appointed at the Ordinary 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 Ordinary General Meeting.

99. Any Auditor shall be re-eligible on his quitting office.

100. Every Auditor shall be supplied with a copy of the balance sheet and statement at least fourteen days before the Ordinary General Meeting, 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 General Meeting.

101. Every 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 officers of the Company.

102. The Auditors shall make a report to the members upon the balance sheet, statement, and accounts, and in every such report they shall state whether in their opinion the balance sheet is a full and fair balance sheet, containing the particulars required by these regulations, and properly drawn up so as to exhibit a true and a correct view of the state of the Company's affairs, and in case they have called for explanations or information from the Directors whether such explanations or information have been given by them, and whether they have been satisfactory; and such report shall be read, together with the report of the Directors, at the Ordinary General Meeting in every year.

**NOTICES.**

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

104. 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.

105. All notices directed to be given to the members 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.

106. 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 to a member at his last registered place of abode or business in the United Kingdom, and put into the post-office.

107. No other person than the person whose name appears in the Register as the holder of shares shall be entitled to any notice.

108. All notices required by the Companies Act to be given by advertisement shall be advertised in one or more newspapers circulating in Derby as the Directors shall think proper.

#### ALLOTMENT.

109. The Directors shall not allot any shares beyond those taken by the subscribers to the Memorandum of Association of the Company unless and until applications shall have been received for shares to the extent of at least one eighth of the nominal capital of the Company.

#### ARBITRATION.

110. If and whenever any difference shall arise between the Company and any of the members or their respective representatives touching the construction of any of the articles herein contained, or any act, matter, or thing made or done, or to be made or done or omitted, or in regard to the rights and liabilities arising hereunder or arising out of the relation existing between the parties by reason of these presents or the Companies' Acts or any of them such difference shall be forthwith referred to two Arbitrators—one to be appointed by each party in difference or to an Umpire to be chosen by the Arbitrators before entering on the consideration of the matters referred to them, and every such reference shall be conducted in accordance with the provisions of the "Arbitration Act 1889."

#### COURSE OF BUSINESS.

111. All money received by the Company shall be at once paid to the Bankers for the time being of the Company to the credit of the Company.

112. All payments made by the Company shall as far as practicable be made by cheque.

113. No payment shall be made by the Company unless and until the statement on which such payment is to be made shall be passed by the Directors. All accounts due by the Company must be passed by the Directors and initialled by the Chairman of the meeting at which such accounts are passed.

#### ACCEPTANCE OF SHARES.

114. No person shall be deemed to have accepted any share or the transfer of any share in the capital of the Company, unless he shall have testified his acceptance thereof in writing, otherwise than those allotted to him on his application, which shall be deemed accepted on allotment.

#### NO JOINT HOLDERS.

115. The Company may but shall not be compellable to accept or register more than one person as the holder of or entitled to any share.

### DISSOLUTION OF COMPANY.

116. Two successive Extraordinary General Meetings, of which the second shall be held not less than fourteen days or more than one month after the first, may, by a resolution passed by the votes of at least two-thirds of the members present at the first meeting, and by a majority of the votes of the members present at the second meeting, resolve on the dissolution of the Company, and the time, mode, terms, and conditions at, in, and upon which the dissolution shall take place, provided that not less than one-half of the members of the Company shall be present at the first meeting.

117. 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 having similar objects, and when determined on the Directors shall carry the same into effect accordingly.

118. On the dissolution of the Company the surplus assets shall be applied, first, in re-paying to the Members the amount paid on their shares respectively, and if such assets shall be insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the Members in proportion to the amount called up on their shares respectively, and no Member shall be entitled to have any call made upon other Members for the purpose of adjusting his rights; but where any call has been made and has been paid by some of the Members such call shall be enforced against the remaining Members for the purpose of adjusting the rights of the Members between themselves. If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid up on their shares, the balance shall be given to some other Club or Institute in Derby or Derbyshire, having objects similar to those contained in the Memorandum of Association, or to any local charity, or charitable or benevolent institution situate within Derby or Derbyshire, such club, institution or charity to be decided upon and such property apportioned among all or any of such clubs, institutions, or charities, by the Members of the Club, at or before the time of dissolution as they shall direct, or in default of any such decision or apportionment by the Members of the Club, the same shall be decided upon and apportioned by a Judge of the High Court of Justice, having jurisdiction in such winding up or dissolution and as he shall determine, or such balance may be disposed of in such other manner as the Members of the Club, with the consent of the Council of the Football Association, if then existing, shall determine.

## Names, Addresses, and Descriptions of Subscribers.

John Dean, 2 Park Bank, Duffield Rd Derby  
~~Wapentake~~ ~~Invercey~~

Ernest Henry Pedley, 33. Wilfred Street, Derby  
 Solicitor's Clerk

William Campion 3 North Parade, Derby.  
 Accountants Clerk

Frederick Potter Popestake 17 Friar Gate  
 Derby  
 Grocer

George Thomas, 106 Hemaston Road, Derby  
 Railway Clerk

Charles Henry Taylor 112 Hemaston Rd.  
 Derby  
 Carpenter

Arthur Frederick Lonsdon  
 27. Hartington Street  
 Derby

Surgical Bandage Manufacturer

Dated the 13<sup>th</sup> day of August, 1896.

Witness to the above Signatures.

T. W. Foxon  
 Solicitor  
 Derby.

DUPLICATE FOR THE FILE.



N.L. 48126

A No. 49139.

# Certificate of Incorporation

OF THE

*Derby County Football Club, Limited.*

I hereby Certify, That the

*Derby County Football Club, 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 *August* One

Thousand Eight Hundred and Ninety *MD.*

Stamps and Deed Stamps £ 6. 5.

Stamp Duty on Capital £ 5.-.

Assistant-Registrar of Joint Stock Companies.

Certificate received by

*Jordan & Sons, Limited*  
*120 Chancery Lane,*

*W.C.*

Date

*17<sup>th</sup> Aug 1896*