

No. of Company 60387
 Name of Company *Mather & Platt Limited*

THE UNDERMENTIONED DOCUMENTS ARE STORED AWAY FROM
 BUSH HOUSE BUT ARE AVAILABLE FOR INSPECTION ON REQUEST
 WITHOUT PAYMENT OF AN ADDITIONAL FEE. THESE DOCUMENTS
 WILL NOT BE AVAILABLE UNTIL THE WORKING DAY FOLLOWING
 THE APPLICATION.

ANNUAL RETURN

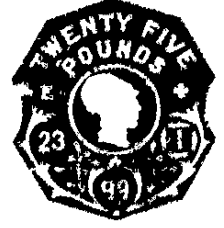
Vol. No.	Serial No.	Year	Vol. No.	Serial No.	Year	Vol. No.	Serial No.	Year
1	6	1899	14	100	1939			
	7	1900	15	102	40			
	9	01		103	41			
	11	02		106	42			
	16	03		110	43			
	17	04		111	44			
	18	05		115	45			
	19	06		120	46			
2	21	07		127	47			
	23	08		131	48			
	27	09	16	134	49			
3	31	10						
	32	11						
4	33	12						
	35	13						
5	38	14						
	39	15						
6	40	16						
	43	17						
	45	18						
7	46	19						
	52	20						
8	56	21						
	58	22						
9	61	23						
	63	24						
	67	25						
	70	26						
10	72	27						
	78	28						
	81	29						
11	84	30						
	86	31						
	88	32						
12	89	33						
	94	34						
13	95	35						
	97	36						
14	98	37						
	99	38						

Return of Allotments

Vol. No.	Serial No.	Year
Vol. 1	15	1903
2	30	10
8	54	20
	55	20

THE STAMP ACT, 1891.

(54 & 55)



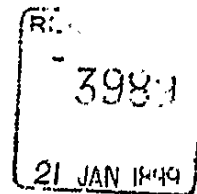
COMPANY LIMITED

Statement of the Nominal Capital

OF THE

Mather & Platt

COMPANY, LIMITED.



Pursuant to Section 112 of The Stamp Act, 1891.

(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 No 246 HOLBORN.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, Publishers, and Stationers,

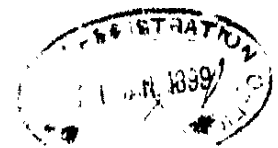
120 CHANCERY LANE, and 8 BELL YARD, LONDON, W.C.

Presented for filing by

WITHINGTON, PETTY, & BOUTFLOWER.

Solicitors & Notaries,

MANCHESTER.



DAFT

Mather & Platt

Company, Limited,

Seven hundred & seventy five thousand Pounds,

divided into $3\frac{1}{2}$ 500. Five per cent Cumulative Preference Shares

Ten pounds each, and *40,000*
ordinary shares of *Ten pounds* each

Signature

Edward Hopkinson

Officer

Director

Dated the *twentieth* day

of *January* 189*9*

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

DAMAGED DOCUMENT



R:

3990

21 JAN 1899

THE COMPANIES ACTS 1862 to 1898.

COMPANY LIMITED BY SHARES.

Memorandum of Association
OF
MATHER & PLATT LIMITED.

1. The name of the Company is "MATHER & PLATT LIMITED."

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

3. The objects for which the Company is established are:—

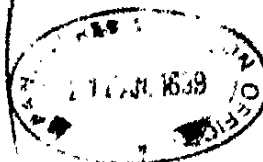
(a) To purchase or otherwise acquire, and to undertake all or any part of the business, property, assets, and liabilities of the following Companies, namely:—

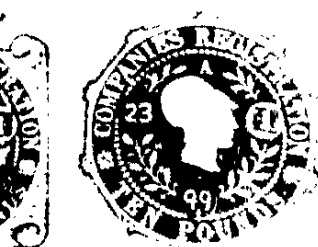
Mather & Platt Limited (incorporated in 1892);

Dowson, Taylor & Co. Limited;

or either of them, upon such terms and conditions and subject to such stipulations as may be agreed upon, and to carry on such businesses either as one amalgamated business or wholly or partly as separate concerns, and under their present designations or otherwise.

(b) To adopt and carry into effect with or without modification two several Agreements, dated respectively the 10th day of January 1899,





to 1898.
Y SHARES.

ssociation
LIMITED.

MATHER & PLATT

Company will be

pany is established

quire, and to under-
business, property,
the following Com-

ited (incorporated

Limited ;

ch terms and con-
ticipulations as may
on such businesses
business or wholly
ns, and under their
rwise.

ect with or without
reements, dated
of January 1899,

the first whereof is expressed to be made between William Mather, of the Salford Iron Works, Esquire, on behalf of Mather & Platt Limited (1892), of the one part and John Robertson on behalf of this Company of the other part, and is for the sake of reference marked A; and the other is expressed to be made between Dawson, Taylor & Co. Limited, of the one part and the said John Robertson on behalf of this Company, of the other part, and is for the sake of reference marked B; copies of which several Agreements for the purpose of identification have been subscribed by Edward Boutflower, Notary Public.

- (c) To carry on the business of mechanical, electrical, and hydraulic engineers, manufacturers of machinery, tool makers, boiler makers, steel, iron, and brass founders, metal workers, millwrights, machinists, electricians, iron and steel converters, chemists, smiths, woodworkers, painters, metallurgists, general contractors, builders, carriers, and merchants; and to buy, sell, manufacture, repair, convert, alter, let on hire, and deal in machinery and hardware and any kind of stores.
- (d) To work, manage, superintend, or direct the management of railways, tramroads, tramways, machines or vessels, or central or other stations for the generation, distribution, and use of light or power.
- (e) To carry on the business of fire engineers in all its branches, and particularly such portion as relates to the extinguishing and prevention



of fire with automatic fire alarm extinguishers, fireproof doors and other fireproof apparatus, or in any other way, and to manufacture, buy, sell, repair, convert, alter, let on hire and deal in all such apparatus, plant, materials, and effects as are or may be used for the extinction or prevention of fires.

- 6. To manufacture, buy, sell, repair, alter, convert, let on hire and deal in humidifiers and other apparatus for providing and distributing moisture to and in mills, weaving sheds, or other places.
- 7. To carry on any business relating to the winning and working of minerals, and production and working of metals, and the production, manufacture and preparation of any other materials, gases or chemical products which may be usefully or conveniently combined with the engineering or manufacturing or mercantile business of the Company, or any contracts undertaken by the Company, and either for the purpose only of such contracts, or as an independent business.
- 8. To undertake and execute any contracts for work involving the supply or use of any machinery, and to carry out any ancillary or other works comprised in such contracts.
- 9. To carry on, directly or indirectly, any other trade, business or employment, manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on either in connection with or in addition to any business now or hereafter carried on or being carried on.

direct
any
busin
the in
whet
again
or wa

(j) To pu
all o
liabil
on an
rised
suits

(k) To a
any
conf
limi
infor
seen
the
seen
this
gran
to a
so a

(l) To
aut
that
obje
any
leg
may
out
rang

directly or indirectly, to enhance the value of any of the Company's property, rights, or business, for the time being; and particularly the insurance of any real or personal property, whether belonging to the Company or not, against destruction or damage, whether by fire or water, or however otherwise caused.

- (j) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any person or Company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- (k) To apply for, purchase, or otherwise acquire any patents, licenses, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for the benefit of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, or information so acquired.
- (l) To enter into any arrangement with any authorities—municipal, local, or otherwise—that may seem conducive to the Company's objects, or any of them; and to obtain from any 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.

- (m) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on, engaged in, or about to carry on or engage in any business which this Company is authorised to carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to, guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such Company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
- (n) To sell or dispose of the undertaking of the Company or any part thereof upon such terms and for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other Company having objects altogether or in part similar to those of this Company.
- (o) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or ex-employees of the Company, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.

or into any arrange-
 union of interests,
 ure, reciprocal con-
 with any person or
 aged in, or about to
 business which this
 to carry on, or any
 pable of being con-
 directly to benefit
 money to, guarantee
 ive assist any such
 to take or otherwise
 ities of any such
 ll, re-issue, with or
 rwise deal with the

undertaking of the
 of upon such terms
 as the Company
 particular for shares,
 any other Company
 in part similar to

aid in the estab-
 associations, institu-
 eniences calculated
 employees of the
 s or connections of
 ant pensions and
 payments towards
 r guarantee money
 at objects, or for
 public, general, or

- (p) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (q) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire and hold real and personal property and any rights or privileges, and in particular any land, buildings, easements, machinery, plant, and stock-in-trade.
- (r) To construct, maintain, and alter any buildings or works.
- (s) To invest and deal with the moneys of the Company not immediately required upon such securities as may from time to time be determined.
- (t) To borrow, raise, or secure money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and secured or not by mortgage or transfer of the Company's property both real and personal, or any part thereof respectively, and to redeem or pay off any such securities, and also by the issue of shares bearing a preferential dividend.
- (u) To remunerate any person or Company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital, or any debentures or other securities of the Company,

or in or about the formation or promotion of the Company or the conduct of its business.

- (v) To obtain any Provisional Order or Act of Parliament to enable the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- (w) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, and other negotiable or transferable instruments.
- (x) To sell, improve, manage, develop, let, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Company.
- (y) To act as consulting engineers for reward or otherwise, and for reward or otherwise to inspect and report upon any matters and things referred to them for that purpose.
- (z) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (z 1) To appropriate any portion of the Company's profits to the payment of dividends or bonuses to the Company's employees or workpeople.
- (z 2) To do all such other things as are incidental or conducive to the attainment of the above objects.

(23) And it is hereby declared that the word Company in this Memorandum, except where used in reference to this Company, shall be deemed to include any partnership or other body or persons, whether incorporated or not incorporated.

4 The liability of the members is limited.

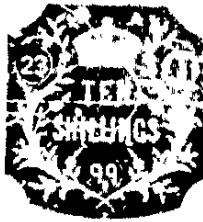
5. The capital of the Company is £775,000, divided into 77,500 Shares of £10 each, with power to divide the shares in the original or any increased capital into several classes, and to attach thereto respectively any preferential, qualified, special, or deferred rights, privileges, and conditions.

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

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
William Mathew Engineer Sage Lane Worsley Manchester	1
John Platt Salford Iron Works Manchester Engineer	1
Edward Hopkinson Salford Iron Works Manchester Engineer	1
John Taylor Blackburn Manchester Engineer	1
John Hornum 14 Victoria Street. Westminster Engineer	1
Colin Napier Salford Iron Works Manchester Engineer	1
John J. Rodan 75 Albert Road Salford	1
Cotton Spinners.	1

DATED the 20th day of January 1899.
WITNESS to the above Signatures:—

SETH B. B. B.
S. B. B. B.



s and addresses
ed into a Com-
of Association,
mber of shares
our respective

THE COMPANIES ACTS 1862 TO 1898.

COMPANY LIMITED BY SHARES.

Articles of Association
OF
MATHER & PLATT LIMITED.

PRELIMINARY.

1. Table A annexed to the Companies Act 1862 shall not apply to the Company.

2. In the construction of these Articles, unless there is something inconsistent in the context—

The singular number shall include the plural, and the plural shall include the singular, and the masculine gender shall include the feminine.

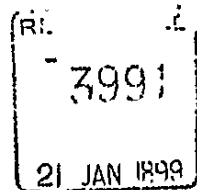
"Persons" include a Corporation.

"Month" means calendar month.

"In writing" means written or printed, or partly written and partly printed.

3. The Company shall forthwith adopt the several Agreements specified in the schedule hereto, and the Directors shall carry the same into effect, with full power nevertheless at any time, either before or after the adoption thereof, to agree to any modifications of them or any of them.

4. The basis on which the Company is established is that the Company shall acquire the respective properties



1899.

21

mather & platt

52

comprised in the Agreements respectively mentioned or referred to in Clause 3 sub-section *b* of the Company's Memorandum of Association on the terms therein respectively set forth, subject to such modifications (if any) as aforesaid, and that the present Directors of the Vendor Companies therein respectively named are to be amongst the first Directors of this Company, and accordingly the validity of the said Agreements or either of them shall not be impeached, nor shall any objection be made to them or either of them on the ground that the Directors of this Company or some of them are interested in the sale to the Company or that they do not in the circumstances constitute an independent Board, and every member of the Company, present and future is to be deemed to join the Company on this basis.

5. None of the funds of the Company shall be employed in the purchase of or lent upon security of the shares of the Company.

6. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors shall think fit, and notwithstanding that part only of the shares may have been allotted.

CAPITAL.

7. The initial capital shall be divided into 37,500 Preference Shares of £10 each and 40,000 Ordinary Shares of £10 each, and the said Preference Shares shall confer the right to a fixed cumulative preferential dividend at the rate of £5 per cent per annum, and the right in a winding up to a repayment of capital along with a premium of ten shillings per share in priority to the Ordinary Shares, but shall not confer any further right to participate in profits or assets.

8. The surplus profits available for dividend shall be applicable to the payment to the holders of the Ordinary Shares of dividend in proportion to the capital paid up thereon, but where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits.

9. In the event of the Company being wound up, the surplus assets of the Company, after paying and discharging its debts and liabilities, shall be applied, first in repayment to the holders of the said Preference Shares of all arrears of dividend (if any) and of the amount paid up on such shares respectively, along with the before-mentioned premium, then in repaying to the holders of the Ordinary Shares the amount paid up on such shares respectively, and the residue (if any) shall be divided among the ordinary shareholders in proportion to the amount of the capital called and paid up on their respective shares. For the purpose of this clause as well as for the purpose of dividend, shares issued as fully paid up pursuant to the Agreements mentioned in Clause 3 hereof shall be treated as having been paid on the 1st day of January 1899.

SHARES.

10. The shares shall be under the control of the Directors, who may all or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit, subject nevertheless to the stipulations contained in the said agreements respectively with reference to the shares to be allotted in pursuance thereof.

11. The Company may make arrangements on the issue of shares for a difference between the holders of

such shares in the amount of calls to be paid and the time of payment of such calls.

12. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof is payable by instalments every such instalment shall when due be paid to the Company by the holder of the share.

13. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

14. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any shares as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by statute required, be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.

15. The certificates of title to shares shall be issued under the seal of the Company and signed by two Directors, and countersigned by the Secretary or some other person appointed by the Directors.

16. Every member shall be entitled to one certificate for all his shares, or to several certificates each for one or more of such shares. Every certificate of shares shall specify the number or numbers of the share or shares in respect of which it is issued and the amount paid up thereon.

17. If any certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then on proof thereof to the satisfaction of the Directors, or, in default of proof on such indemnity as the Directors

seen
there
or de
new
the k

I
cedir
sum

19
of tw
first n

20
calls a
money
and n
payab
amount
at the
call m

21
time v
such c

22
amount
month
first ca

23
call, sp
whom

to be paid and the
 ment of any share the
 issue price thereof is
 instalment shall when
 holder of the share
 shall be severally as
 ent of all instalments
 re.
 provided, the Company
 ed holder of any shares
 accordingly shall not
 om, tent jurisdiction
 and to recognise any
 rest in such share on

18. For every certificate issued under the last pre-
 ceding clause there shall be paid to the Company the
 sum of one shilling.

19. The certificates of shares registered in the names
 of two or more persons shall be delivered to the person
 first named on the register, or his agent or agents.

CALLS.

20. The Directors may from time to time make such
 calls as they think fit upon the members in respect of all
 moneys unpaid on the shares held by them respectively
 and not by the conditions of allotment thereof made
 payable at fixed times, and each member shall pay the
 amount of every call so made on him to the persons and
 at the times and places appointed by the Directors. A
 call may be made payable by instalments.

21. A call shall be deemed to have been made at the
 time when the Resolution of the Directors authorising
 such call was passed.

22. No call shall exceed one-fourth of the nominal
 amount of a share, or be made payable within two
 months after the last preceding call was payable (save the
 first call due after allotment).

23. Twenty-one days' notice shall be given of each
 call, specifying the time and place of payment, and to
 whom such call shall be paid.

to be paid and the

ment of any share the
 issue price thereof is
 instalment shall when
 holder of the share

shall be severally as
 ent of all instalments
 re.

provided, the Company
 ed holder of any shares
 accordingly shall not
 om, tent jurisdiction
 and to recognise any
 rest in such share on

shares shall be issued
 and signed by two
 the Secretary or some
 directors.

entitled to one certificate
 of shares each for one or
 of shares shall
 the share or shares in
 the amount paid up

out or defaced, then
 directors they may order
 issue a new certificate
 to be lost or destroyed.
 action of the Directors.
 liability as the Directors

24. If the sum payable in respect of any call or instalment be not paid before or on the day appointed for payment thereof, the holder for the time being of the share in respect whereof the call shall have been made or the instalment shall have become due, shall be liable to pay interest for the same at a rate not exceeding £10 per cent per annum from the time appointed for payment thereof up to the time of the actual payment, and in addition such share shall be liable to forfeiture as hereinafter provided.

25. The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys due on the shares held by him beyond the sums actually called for; and on the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls made on the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such moneys in advance and the Directors agree upon.

FORFEITURE AND LIEN.

26. If any member fail to pay any call or instalment on or before the day appointed for payment thereof, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such default.

27. The notice shall name a day, not being less than fourteen days from the date of notice, and a place or places on and at which the call or instalment and such interest and expenses are to be paid; it shall also state

in respect of any call or
or on the day appointed
for the time being of the
call shall have been made.
become due, shall be liable
at a rate not exceeding £10
per cent appointed for payment
of actual payment and in
the event of forfeiture as herein.

they think fit receive from
the same all or any part
of the shares held by him beyond
and on the money so paid
of as from time to time
is made on the shares in
which he has been made, the
such rate as the member
and the Directors agree

AND LIEN.

on any call or instalment
for payment thereof, the
after, during such time
as unpaid, serve a notice
to pay the same, together
incurred, and all expenses
of the Company by reason

day (not being less than
notice) and a place or
for instalment and such
paid; it shall also name

the place where such payment is to be made (the place
so named being either the registered office of the
Company, or some other place at which the calls or
instalments of the Company are usually payable. The
notice shall also state that in the event of non-payment
at or before the time and at the place appointed, the
shares in respect of which such call was made or instal-
ment is payable will be liable to be forfeited.

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

29. When any share shall have been so forfeited,
notice of the resolution shall be given to the members in
whose name it stood immediately prior to the forfeiture,
and an entry of the forfeiture with the date thereof shall
be forthwith made in the register.

30. Any share so forfeited shall be deemed the
property of the Company, and the Directors may sell,
re-allot, and otherwise dispose of the same in such manner
as they may think fit.

31. The Directors may at any time before any share
so forfeited shall have been sold, re-allotted, or otherwise
disposed of annul the forfeiture thereof upon such terms
as they may think fit.

32. Any member whose shares have been forfeited
shall, notwithstanding, be liable to pay, and shall forth-
with pay to the Company all calls, instalments, interest

and interest on any sum of money so loaned to any shareholder as for one of the shareholders together with interest thereon from the time of borrowing and repayment of the sum loaned to the shareholder and the Directors may enforce payment thereof if they think fit.

33. The Company shall always have a first and paramount lien on all the shares other than fully paid-up shares registered in the name of each member, whether owing to the company or otherwise for its debts, liabilities and engagements solely or jointly with any person or persons with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not, and an equitable lien on any share shall be created except upon the finding and declaration that clause 34 hereof is to have full effect and such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien of any on such shares.

34. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities, or engagements for seven days after such notice.

35. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, or engagements, and the residue if any, paid to such member, his executors, administrators, or assigns.

36. Upon any sale after forfeiture or for enforcing a lien in pursuance of the powers hereinbefore

given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money; ; and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any aggrieved person by the sale shall be in damages only, and against the Company exclusively.

TRANSFER OF SHARES.

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

38. The instrument of transfer of any share shall be in writing in the usual common form, or as near thereto as circumstances will admit.

39. The Directors may decline to register any transfer of shares upon which the Company has a lien, and in the case of shares not fully paid up, may refuse to register a transfer to a transferee of whom they do not approve.

40. The transfer books and register of members may be closed during such time as the Directors think fit, not exceeding in the whole thirty days in each year.

41. No transfer shall be made to an infant or person of unsound mind.

42. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the shares to be transferred, and such other evidence as

The Company may require to prove the title of the transferee or his right to transfer the shares.

43. All instruments of transfer which shall be registered shall be returned by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person delivering the same.

44. A fee not exceeding 2s. 6d. may be charged for each transfer, and that if required by the Directors, be paid before the registration thereof.

TRANSMISSION OF SHARES

45. The executor or administrators of a deceased member *not being one of several joint holders* shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.

46. Any person becoming entitled to shares in consequence of the death or bankruptcy of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, and with the consent of the Directors, which they shall not be under any obligation to give, be registered as a member in respect of such shares, or subject to the regulations as to transfers hereinbefore contained may transfer such shares.

INCREASE OF CAPITAL

47. The Company may, in general meeting, from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

48. The new shares shall be issued on such terms and conditions, and with such rights and privileges annexed thereto, as the general meeting resolving on the creation thereof may direct, and if no such direction be given, as the Directors determine; but not so as to affect the preferential rights hereby attached to the Preference Shares in the initial capital, without the consent of the holders of at least two-thirds in amount of the Preference capital of the Company, held by members present personally or by proxy, at a meeting duly convened for the purpose, and subject as aforesaid such shares may be issued with preferential or qualified right to dividends, and with a special or without any right of voting.

49. All new shares, unless the General Meeting resolving on the creation of the same otherwise direct, shall be offered to the Ordinary shareholders in proportion, as nearly as may be, to the shares for the time being held by them respectively, and if an offer of new shares is not accepted by the member to whom the offer is made within one month from the date thereof, the Directors may dispose of such shares in such manner as they may deem most beneficial for the interests of the Company,

50. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original ordinary capital, and shall be subject to the provisions herein contained with reference to the payment of calls, instalments, transfer, transmission, forfeiture, lien, and otherwise.

REDUCTION OF CAPITAL.

51. The Company may from time to time, by special resolution, reduce its capital by paying off capital or cancelling capital which has been lost, or is unrepresented by

available assets or by reducing the liability on the shares or otherwise as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise and the Company may also by special resolution subdivide or by ordinary resolution consolidate its shares or any of them.

52. The special resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting, or otherwise over or as compared with the others to which.

BORROWING POWERS.

53. The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purposes of the Company, and secure the repayment of such moneys in such manner and upon such terms and conditions in all respects as they may think fit, and in particular by the issue of Debentures or Debenture Stock of the Company charged upon all or any part of the property of the Company, both present and future, including its uncalled capital for the time being, but so that no Debentures or Debenture Stock of the Company shall be issued, nor shall any mortgage or charge be created on the existing assets, to the extent of more than one-half the nominal capital of the Company, or without the consent of a majority of the preference shareholders present personally or by proxy at a meeting duly convened for the purpose.

54. Debentures, debenture stock, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

55. Any debentures, debenture stock, bonds, or other securities may be issued at a discount, premium, or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors, and otherwise.

56. The Directors shall cause a proper register to be kept in accordance with Section 43 of the Companies Act 1862, of all mortgages and charges specially affecting the property of the Company.

GENERAL MEETINGS.

57. The first general meeting shall be held at such time, not being more than four months after the registration of the Company, and at such place as the Directors may determine.

58. Subsequent general meetings shall be held once in the year 1900, and in every subsequent year at such time and place as may be prescribed by the Directors.

59. The above-mentioned general meetings shall be called ordinary meetings. All other meetings of the Company shall be called extraordinary meetings.

60. The Directors may, whenever they think fit, and they shall, upon a requisition made in writing by members holding in the aggregate not less than one-tenth part of the issued capital, convene an extraordinary general meeting.

61. Any such requisition shall specify the object of the required meeting, and shall be signed by the members making the same, and shall be deposited at the Registered Office of the Company. It may consist of several documents in like form, each signed by one or more of the requisitionists. The meeting must be convened for

the purposes specified in the requisition, and, if convened otherwise than by the Directors, for those purposes only.

62. In case the Directors, for 14 days after such deposit fail to convene an extraordinary meeting, to be held within twenty-one days after such deposit, the requisitionists or any other member holding the like proportion of the capital may themselves convene a meeting, to be held within six weeks after such deposit.

63. Seven clear days' notice specifying the place, day and hour of meeting, and in case of special business the general nature of such business shall be given either by advertisement or by notice sent by post or otherwise served as hereinafter provided, and with the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they may think fit. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by a majority at the first meeting.

64. The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

65. The business of an ordinary meeting, other than the first one, shall be to receive and consider the profit and loss account, the balance sheet and the reports of the Directors and of the Auditors, to elect Directors and other officers in the place of those retiring by rotation, to declare dividends, and to transact any other business which under these presents ought to be transacted at an ordinary meeting. All other business transacted at an ordinary meeting, and all business transacted at an extraordinary meeting shall be deemed special.

66. Three members personally present shall be a quorum for a general meeting for the choice of a Chairman, the declaration of a dividend, and the adjournment of the meeting. For all other purposes the quorum for a general meeting shall be members personally present, not being less than five in number, and holding or representing by proxy not less than one-tenth part of the issued capital of the Company. No business shall be transacted at any general meeting unless the quorum requisite be present at the commencement of the business.

67. The Chairman of the Directors shall be entitled to take the chair at every general meeting, and in his absence the Vice-Chairman, or if there be no Chairman or Vice-Chairman, or if at any meeting one of them shall not be present within fifteen minutes after the time appointed for holding such meeting, the members present shall choose another Director as Chairman, and if no Director be present, or if all the Directors present decline to take the chair, then the members present shall choose one of their number to be Chairman.

68. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week, at the same time and place; and if at such adjourned meeting a quorum is not present, those members who are present shall be a quorum, and may transact the business for which the meeting was called.

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

70. In any general meeting, when a resolution is proposed by the Chairman or at least five members or by a member or members holding or representing by proxy or entitled to vote a specified or ascertainable part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

71. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

72. The Chairman of a general meeting 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.

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

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

VOTES OF MEMBERS

75. Subject to any special terms as to voting upon which any shares may be issued or may be the subject of

be held, every member personally present at a meeting shall have one vote on a show of hands, and every member shall upon a poll have one vote for every Ordinary Share held by him, and one vote for every five Preference Shares held by him. Provided nevertheless that in case at any time the dividend on the Preference Shares shall be in arrear for six months, or any resolution shall be proposed altering the Articles of Association, or to issue further capital with preferential rights, or requiring the Company to be wound up, every holder of Preference Shares shall, upon a poll, have one vote for every Preference Share held by him. In the case of an equality of votes at any General Meeting or poll, the Chairman shall be entitled to a second or casting vote.

76. 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 forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

77. Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share, 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 on the register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member, in whose name any share stands, shall for the purposes of this clause be deemed joint holders thereof.

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

79. The instrument appointing a proxy shall be written 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 witnesses. No person shall be appointed a proxy who is not a member of the Company, and qualified to vote, save that a corporation being a member of the Company, may appoint as their proxy one of their officers, though not a member of the Company.

80. The instrument appointing a proxy shall be deposited at the office not less than twenty-four hours before the time for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote.

81. 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 proxy, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the registered office of the Company before the meeting.

82. Every instrument appointing a proxy, whether for a special meeting or otherwise, shall, as nearly as circumstances will admit, be in the form or to the effect following:—

MATHIER & PLATT LIMITED.

"I of
in the County of being a
member of Mather & Platt Limited, hereby appoint
of or failing him
of as my proxy,
to vote for me and on my behalf at the ordinary
(or extraordinary) general meeting, to be held on

the day of adjournment thereof. next, and at any

[illegible]

Signed by the said
in the presence of

83. 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 of the shares of such member.

DIRECTORS.

84. Until otherwise determined by a general meeting the number of Directors shall not be less than five nor more than eleven.

85. The persons hereinafter named shall be the first Directors (that is to say) :—

William Mather, Salford Iron Works, *Chairman.* A

John Platt, Salford Iron Works.

Edward Hopkinson, Salford Iron Works. & A

John Taylor (Dowson, Taylor & Co. Ltd.). 9.

Colin Mather, Salford Iron Works. D

John Milligan, Salford Iron Works. ✓

Hardman A. Earle, Salford Iron Works. ✓

John Wormald (Dowson, Taylor & Co. Ltd.).

J. J. Holden (Dowson, Taylor & Co. Ltd.).

W. Ernest Mather, Salford Iron Works.

Alfred Willett, Salford Iron Works.

86. The said William Mather shall whilst willing to act, and holding not less than 5000 ordinary shares, be the Chairman of the Company, and shall not be subject to retirement. The said Edward Hopkinson, whilst willing to act and continuing a Managing Director of the

Company, and holding not less than 1000 Ordinary Shares, shall act as Vice-Chairman, and shall not be subject to retirement.

87. Each of the "First" Directors shall hold office subject to the provisions hereof and to the provisions contained in his Agreement with the Company. Directors other than the "First" Directors shall be appointed by the Company in general meeting.

88. Every Director shall hold not less than 100 shares in the Company. The first Directors may act before acquiring their qualification, but shall in any case acquire the same within one month from his appointment, and unless he shall do so he shall be deemed to have agreed to take the said Shares from the Company, and the same shall be forthwith allotted to him accordingly.

89. A Director may (but subject to his engagement with the Company) retire from his office upon giving one month's notice in writing to the Company of his intention to do so, and such resignation shall take effect upon the expiration of such notice or its acceptance.

90. The Directors (other than those receiving salary or commission from the Company) shall be entitled to receive out of the funds of the Company, by way of remuneration for their services, the sum of £1500, which sum shall be divided amongst them as they may agree, or in default of agreement as the Chairman may determine. This sum may be increased by the Company in general meeting.

91. The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum above fixed the Directors shall not (except for the purpose of filling

vacancies) act so long as the number is below the minimum.

92. The office of a Director shall *ipso facto* be vacated—

- (a) If he becomes bankrupt, or suspends payment, or compounds with his creditors.
- (b) If he is found lunatic or becomes of unsound mind.
- (c) If he ceases to hold the required amount of shares to qualify him for office.
- (d) If he absents himself from the meetings of the Directors for six successive calendar months without special leave of absence from the Directors.
- (e) If by notice in writing to the Company he resigns his office.

93. 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, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting, or being so interested, be liable to account to the Company for any profit realized by any such contract or arrangement, by reason of such Director holding that office, or of the fiduciary relation thereby established, but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest. Provided nevertheless that no Director shall, as a Director, vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall

not be counted, but this proviso shall not apply to the agreements mentioned in clause 3 of the Memorandum of Association, or to any matters arising thereout, or to any contract by or on behalf of the Company, to give to the Directors or any of them any security by way of indemnity.

ROTATION OF DIRECTORS.

94. Subject to the terms of their respective agreements, and to the provisions of these Articles, one third of the Directors, or if their number is not a multiple of three, then the number nearest to but not exceeding one-third, shall at the ordinary general meeting to be held in the year 1900, and at every succeeding ordinary general meeting, retire from office. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected.

95. The one-third or other nearest number to retire at the ordinary meeting to be held in the year 1900 shall, unless the Directors agree among themselves, be determined by lot; in every subsequent year the one-third or other nearest number who have been longest in office, shall retire. As between two or more who have been in office an equal length of time, the Director to retire shall, in default of agreement between them, be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election.

96. The Company, at any general meeting at which any Directors retire in manner aforesaid, shall fill up the vacated offices by electing a like number of persons to be Directors.

97. If at any general meeting at which an election of Directors ought to take place the places of the retiring

Directors and of them as willing, con- ordinary m year, until determined Directors.

98. The to time incre may alter th what rotation out of office

99. The any agreement Director before appoint another so appointed Director in v the same if h

100. An Directors may such appointments Company in, shall retain his would have re

101. No unless recom eligible for e general meeting ing to propose the meeting le writing, duly office, or the fi

Directors are not filled up, the retiring Directors, or such of them as have not had their places filled up shall, if willing, continue in office until the dissolution of the ordinary meeting in the next year, and so on from year to year, until their places are filled up, unless it shall be determined at such meeting to reduce the number of Directors.

98. The Company in general meeting may from time to time increase or reduce the number of Directors, and may alter their qualification, and may also determine in what rotation such increased or reduced number is to go out of office

99. The Company may, subject to the provisions of any agreement by extraordinary 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.

100. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any such appointment shall be subject to confirmation by the Company in general meeting, and 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.

101. No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any general meeting, unless he or some other member intending to propose him has at least five clear days before the meeting left at the office of the Company a notice in writing, duly signed, signifying his candidature for the office, or the intention of such member to propose him.

MANAGING DIRECTORS.

102. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

103. 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.

104. Subject to the respective agreements mentioned in the schedule hereto, the remuneration of a Managing Director shall from time to time be fixed by the Directors, and may be by way of salary or commission or participation in profits, or by any or all of those modes.

105. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions, as they think expedient, and they may confer such powers either collaterally with

or to the exclusion of, and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time, revoke, withdraw, alter, or vary all or any of such powers.

106. Messrs. John Platt, Edward Hopkinson, John Taylor, and John Wormald, shall be the first Managing Directors, and shall hold such office on the terms of their agreements respectively mentioned in the schedule heretc.

PROCEEDINGS OF DIRECTORS.

107. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined three Directors shall be a quorum. It shall not be necessary to give notice of a meeting of Directors to a Director who is not within the United Kingdom.

108. A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote.

109. The Directors may, in the absence of the permanent Chairman or the Vice-Chairman, elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the Chairman is 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.

110. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

111. The Directors may delegate any of their powers to committees consisting of one or more 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 from time to time be imposed on them by the Directors.

112. The meetings and proceedings of any such committee, consisting of two or more members, shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding clause.

113. 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 that they or any of them were disqualified, be as valid as if every such person were duly appointed and qualified to be a Director.

114. If any Director being willing shall be called upon to perform extra services, or to make any special exertions in going or residing abroad or otherwise, for any of the purposes of the Company, the Company may remunerate the Director so doing, either by a fixed sum or by a percentage of profits or otherwise, as may be determined by the Directors, and such remuneration may

be either in addition to or in substitution for his or their share in the remuneration above provided.

MINUTES.

115. The Directors shall cause to be duly entered in books provided for the purpose Minutes—

Of all appointments of officers ;

Of the names of the Directors present at each meeting of Directors and of any Committee of Directors ;

Of all orders made by the Directors and Committees of Directors ;

Of all resolutions of general meetings and of meetings of the Directors and Committees.

Any such minutes as aforesaid, if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matter stated in such minute.

MANAGEMENT OF THE BUSINESS OF THE COMPANY BY ITS OFFICERS.

116. The management of the business of the Company shall be vested in the Directors, who may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the statute and of these presents, and to any regulations from time to time made by the Company in general meeting, provided that no regulations so made shall

invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

SECRETARY.

117. The Directors may appoint a temporary substitute for the Secretary, who shall for the purposes of these presents be deemed to be the Secretary.

THE SEAL.

118. The Directors shall provide for the safe custody of the seal; and the seal shall never be used except by the authority of the Directors or a committee of the Directors, and in the presence of two Directors at the least, who shall sign every instrument to which the seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Directors.

DIVIDENDS.

119. The Company in general meeting may declare a dividend to be paid to the members according to their rights and interests in the profits, and, subject to any agreement with the Preference shareholders, may fix the time for payment.

120. No larger dividend shall be declared than is recommended by the Directors, but the Company in general meeting may declare a smaller dividend.

121. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

122. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

123. The Directors may from time to time pay the members such interim dividends as in their judgment the position of the Company justifies.

124. The Directors may retain any dividends on which the Company have a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

125. A transfer of shares or stock shall not pass the right to any dividend declared thereon before the registration of the transfer.

126. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member, or which any person under that clause is entitled to transfer, until such person shall become a member in respect thereof, or shall duly transfer the same.

127. In case several persons are registered as the joint holders of any share, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

128. Unless otherwise directed any dividend may be paid by cheque or warrant, sent through the post to the registered address of the member entitled, or in the case of joint holders to that one whose name stands first on the register in respect of the joint holding, and every cheque so sent shall be made payable to the order of the person to whom it is sent.

ACCOUNTS.

129. The Directors shall cause true accounts to be kept of all sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits, and liabilities of the Company.

130. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit.

131. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of the members, and no member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute, or authorised by the Directors, or by a resolution of the Company in general meeting.

132. At the ordinary general meeting in every year, the Directors shall submit to the Company a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than four months before the meeting from the time when the last preceding balance sheet was made up, or, in the case of the first balance sheet, from the incorporation of the Company.

133. Every balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the members, and the amount (if any) which they propose to carry to the reserve fund according to the provisions in that behalf hereinbefore contained; and the report and balance sheet shall be signed by two Directors and countersigned by the Secretary.

134. A printed copy of such balance sheet and report shall, seven days' previously to the meeting, be served on the registered holders of shares in the manner in which notices are hereinafter directed to be served, and

two copies of these documents shall at the same time be forwarded to the Secretary of the Share and Loan Department, the Stock Exchange, London, and the Secretary of the Manchester Stock Exchange.

AUDITS.

135. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.

136. The first auditor or auditors shall be appointed by the Directors; subsequent auditors shall be appointed by the Company at the ordinary meeting held in each year. The remuneration of the first auditors shall be fixed by the Directors, and of subsequent auditors by the Company in general meeting. Any auditor quitting office shall be eligible for re-election.

137. If one Auditor only is appointed all the provisions herein contained relating to auditors shall apply to him.

138. The Auditors may be members of the Company, but no person shall be eligible as an Auditor who is interested otherwise than as a member of the Company in any transaction ~~thereof~~, and no Director or other officer shall be eligible during his continuance in office.

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

140. If no election of Auditors is made in manner aforesaid the Board of Trade may, on the application of not less than five members of the Company, appoint an Auditor for the current year, and fix the remuneration to be paid to him for his services.

141. The Auditors shall be entitled to be supplied with copies of the profit and loss account, and of the balance sheet intended to be laid before the Company in General Meeting, 21 days at least before the Meeting to which the same are to be submitted, and it shall be their duty to examine the same with the accounts and vouchers relating thereto and to report thereon.

142. The Auditors shall at all reasonable times have access to the books and accounts of the Company, and they may in relation thereto examine the Directors or other officers of the Company.

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

NOTICES.

144. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such member at his registered place of address.

145. Each holder of registered shares whose registered place of address is not in the United Kingdom, may from time to time notify in writing to the Company an address in the United Kingdom, which shall be deemed his registered place of address within the meaning of the last preceding clause.

146. As regards those members who have no registered address in the United Kingdom, a notice

posted up in the office shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted up.

147. Any notice required to be given by the Company to the members or any of them, and not expressly provided for by these presents, shall be sufficiently given if given by advertisement.

148. Any notice required to be or which may be given by advertisement shall be advertised once at least in two daily newspapers, whereof *The Times* shall be one and *The Manchester Guardian* shall be one.

149. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all holders of such shares.

150. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post.

151. Any notice or document delivered or sent by post to or left at the registered address of any member, in pursuance of these presents shall, notwithstanding each member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof, and such service shall, for all purposes of these presents, be deemed a sufficient service of such notice or document on his or her

heirs, executors, or administrators, and all persons (if any) jointly interested with him or her in any such share.

152. The signature to any notice to be given by the Company may be written or printed.

153. Where a given number of days' notice or notice extending over any other period is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

WINDING UP.

154. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid upon the shares held by them respectively at the commencement of the winding-up. But this clause is to be without prejudice to the rights of the holders of shares issued upon special conditions.

155. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company (except where defined by the Memorandum of Association) and in particular any class may be given preferential or special rights, or may be excluded

all persons (if any)
by such share.

to be given by the

days' notice or notice
required to be given,
otherwise provided, be
other period.

wound up and the
among the members as
the whole of the paid-
distributed so that
all be borne by the
total paid up or which
shares held by them
of the winding-up.
justice to the rights of
special conditions.

be wound up, whether
liquidators may, with the
tion, divide among the
of the assets of the
sanction vest any part
trustees upon such trusts
as the liquidators
think fit, and if thought
be otherwise than in
of the members of the
by the Memorandum or
any class may be given
or may be excluded

altogether or in part, but in case of any division other-
wise than in accordance with the legal rights of the
contributories shall be determined upon any contributory
who would be prejudiced thereby shall have a right to
dissent and ancillary rights as if such determination were
a special resolution passed pursuant to section 161 of
the Companies Act 1862.

156. If at any time the liquidators of the Company
shall make any sale or enter into any arrangement
pursuant to Section 161 of the Companies Act 1862, a
dissentient member within the meaning of that section
shall not have the rights thereby given to him, but instead
thereof he may by notice in writing addressed to the
liquidators, and left at the office not later than 14 days
after the date of the meeting at which the special reso-
lution authorising such sale or arrangement was passed,
require them to sell the shares or other property, option,
or privilege to which under the arrangements he would
otherwise have become entitled, and to pay the net
proceeds over to him, and such sale and payment shall
be made accordingly. Such last-mentioned sale may be
made in such manner as the liquidators think fit.

157. Any such sale or arrangement, or the special
resolution confirming the same may provide for the
distribution or appropriation of the shares, cash, or other
benefits to be received in compensation otherwise than in
accordance with the legal rights of the contributories of
the Company, and in particular any class may be given
preferential or special rights, or may be excluded
altogether or in part, but in case any such provision shall
be made, the last preceding clause shall not apply to the
intent that a dissentient member in such case may have
the rights conferred on him by Section 161 of the
Companies Act 1862.

INDEMNITY.

158. Every Director or Manager, Secretary and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses, and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant, or in any way in the discharge of his duties, including travelling expenses.

159. No Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

10th

10th

19th

19th

19th

19th

THE SCHEDULE.

- 10th January 1899.—Agreement made between William Mather, on behalf of Mather & Platt Limited (1892), of the one part and John Robertson of the other part.
- 10th January 1899.—Agreement made between Dowson, Taylor & Co. Limited of the one part and John Robertson of the other part.
- 19th January 1899.—Agreement made between John Robertson of the one part and John Platt of the other part.
- 19th January 1899.—Agreement made between John Robertson of the one part and Edward Hopkinson of the other part.
- 19th January 1899.—Agreement made between John Robertson of the one part and John Taylor of the other part.
- 19th January 1899.—Agreement made between John Robertson of the one part and John Wormald of the other part.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS

William Nathan Engineer
Salford Iron Works Manchester

John Platte
Salford Iron Works. Manchester
Engineer

Edward Hopkinson
Salford Iron Works; Manchester
Engineer

John Fayles
Blackfriars Bridge Manchester
Engineer

John Formald
14 Victoria Street. Westminster
Engineer

Colin Mathew
Salford Iron Works
Manchester
Engineer

John J. Hearn
20 Albert Road
Dewsbury

Colin Mathew.

Dated this 20th day of January 1899.
WITNESS to the above Signatures—

50.730M.1/10W

Sr: Manchester

DUPLICATE FOR THE FILE.

No. 60387



Certificate of Incorporation

I hereby Certify, That

Mather & Platt limited

is this day incorporated under the Companies' Acts, 1862 to 1898, and that the Company is Limited.

Given under my hand at London this *Twenty-first* day of *January*

One thousand Eight Hundred and Ninety-nine.

Paid and Dead Stamps £ *61.5/-*

Stamp Duty on Capital £ *7.7.5*

Registrar of Joint Stock Companies

Subscriptions received by

J. G. Peck & Co. Robert T. C.

20th Street

Date

24th Jan 99