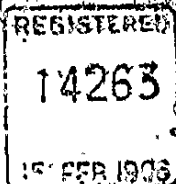




The Companies Acts 1862 to 1900

Company limited by Shares

Application for a Certificate of Incorporation



Name of proposed Company

J. J. Forster & Sons Limited

Application by the Subscribers to the Memorandum of Association of J. J. Forster & Sons Limited (being a company such as is specified in Section 2 Subsection 3 of the Companies Act 1900 and which does not issue any Invitation to the Public to subscribe for its shares) for a Certificate of Incorporation as a limited company under the Companies Acts 1862 to 1900

We the several persons, whose names are subscribed hereby declare that J. J. Forster & Sons Limited (whose Memorandum of Association is delivered herewith) does not issue any Invitation to the Public to subscribe for its Shares

Names, Addresses, and descriptions of Subscribers

Thomas Jails Rowter 13 St Luke's Terrace Sunderland large man  
Frances Forster Wife of the said J. Forster 13 St Luke's Terrace Sunderland  
John Thomas Forster 13 St Luke's Terrace Sunderland large man  
Frederick Forster 13 St Luke's Terrace Sunderland clerk  
John Terry 7 St Luke's Terrace Sunderland foreman & large  
Ellen Hunnam wife of John Hunnam 30 Rose Street Sunderland  
Mary Elizabeth Terry wife of John Terry 7 St Luke's Terrace Sunderland

Witness to the above signatures

Wm. J. Forster

Solicitor

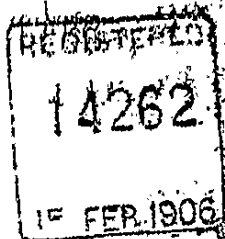
Dated this 14<sup>th</sup> day of February 1906.

Filed by  
Johnson Weatherall Spurr  
Temple

1871/2  
The Companies Acts 1862 to 1900



*Declaration of Compliance, with the Requisitions  
of the Companies Acts made pursuant to Section 1  
Subsection 2, of The Companies Act 1900 (63 and 64  
Victoria Chapter 48) on behalf of a Company proposed  
to be Registered as T. L. Forster & Sons Limited*



*I John George Marshall of 28 John Street  
Sunderland in the County of Durham Solicitor, do  
solemnly and sincerely declare that I am a Solicitor  
of the High Court, and a partner in the firm of  
J. G. and T. Marshall the Solicitors, engaged in the  
formation of T. L. Forster & Sons Limited, and that all  
the requisitions of the Companies Acts in respect of  
matters precedent to the registration of the said  
Company, and incidental thereto have been complied  
with.*

*And I make this solemn Declaration conscientiously  
believing the same to be true, and by virtue of the  
provisions of the Statutory Declarations Act 1835.*

*Declared, at Sunderland  
aforesaid this 14<sup>th</sup> day of  
February 1906*

*John G. Marshall*

*Before me*

*Charles J. Forster*

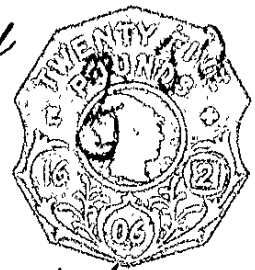
*A Commissioner for Oaths*

734

Filed by  
Johnson Weatherall & Hunt  
Kansas Co

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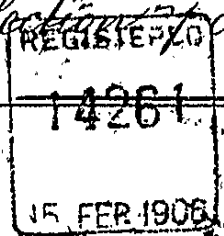
The Stamp Act 1891 and  
The Finance Act 1899



Company Limited by Shares

# Statement of the Nominal Capital

of  
**T. S. Forster & Sons Limited**  
pursuant to Section 112 of the Stamp Act  
1891 and Section 7 of the Finance Act 1899.



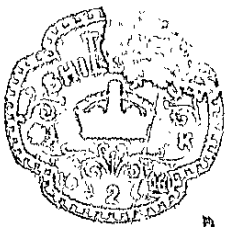
The Nominal Capital of T. S. Forster  
& Sons Limited is Ten thousand pounds  
divided into One thousand shares of ten  
pounds each.

Dated the 14<sup>th</sup> day of February 1906.

J. G. & T. Marshall  
28 John Street, Sunderland,  
Solicitors for the Company

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5-0  
7  
151-8

COMPANIES ACTS, 1862 TO 1900

COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF

# T. S. FORSTER & SONS, LIMITED

*Handwritten signature/initials*

1. The name of the Company is "T. S. FORSTER & SONS, LIMITED."

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

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

REGISTERED  
14264  
15 SEP 1906

(a) To acquire and take over as a going concern the business heretofore carried on by Thomas Sailes Forster, at Copperas Bank Forge, Sunderland, in the County of Durham, and the goodwill therein, together with the lands, works, buildings, railway sidings, machinery, rights of way, stock in trade, plant, utensils, tools, fixtures and fittings, goods, manufactured and in course of manufacture, raw and other materials, trade marks, patents and patent rights, contracts and interests in contracts, book and other debts and credits, and generally all or any of the assets of the said T. S. Forster whatsoever.

(b) To carry on the business of Forgemen, Anchorsmiths, Chainmakers, Ironfounders, Steelfounders, Brassfounders, Engineers, Coppersmiths, and Tinsmiths, and generally to manufacture or produce any casting, machinery, plant, articles, products, or things in iron, steel, brass, copper, tin, and other metals, and to buy, sell, hire, let, supply, and deal in and with the same, or with the raw material of the said metals, or any of them.

(c) To carry on all or any of the following businesses, namely :— Founders and workers in metals of all kinds, Boiler and Engine Repairers, Iron, Steel, Brass, Metal, and Timber Merchants, Builders and Manufacturers of Marine and other Engines whether adapted for working by steam, gas, water, electricity, oil, or otherwise, Coal and Coke Merchants, General Merchants and Commission Agents, and in every or any branch of any of the before-mentioned businesses, and any future development of them or any of them.

(d) To purchase, manufacture, or otherwise acquire and deal in, repair, sell, turn to account, let on hire, or otherwise dispose of, all kinds of machinery, implements, articles, and products, in any way connected with any such business or businesses aforesaid.

A

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- (e) To lay out any land of the Company for building purposes and to build on, improve, let on building leases, or otherwise develop the same, in such manner as may seem expedient to the Company's interest.
- (f) To carry on any other businesses which may seem to the Company capable of being conveniently carried on in connection with any of the above, or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights for the time being of the Company.
- (g) To apply for, purchase, or otherwise acquire, any patents, brevets d'invention, concessions, and the like, conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes 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, and information so acquired.
- (h) To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any incorporated company, or other person or persons carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (i) To acquire, construct, erect, equip, make, carry out, maintain, use, improve, manage, work, control, and superintend any houses, offices, and other buildings, warehouses, and other works, and conveniences, which may be required for carrying out, or which may seem directly or indirectly conducive to any of the Company's objects.
- (j) To improve, alter, and develop, by laying out, sewerage, draining, cleansing, road making, or otherwise, any property of the Company, and to rent, construct, maintain, and alter any buildings, works, or quays, whatsoever for the purposes of the Company.
- (k) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire, any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of its objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and in particular any land, buildings, easements, licenses, patents, machinery, ships, barges, rolling stock, plant, and stock in trade.
- (l) To sell the undertaking of the Company or any part thereof, or any property of the Company, 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. To promote any other Company for the purpose of acquiring all or any part of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

- (m) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (n) To lend money to such parties and on such terms as may seem expedient, and in particular to customers of, and persons having dealings with the Company, and to guarantee the performance of contracts by Members of, or persons having dealings with, the Company, and to draw, indorse, issue, discount, and deal with bills of exchange, promissory notes, debentures, bills of lading, warrants, and other negotiable or transferable instruments or securities.
- (o) To raise, or borrow, or secure the payment of money in such manner, and on such terms as may seem expedient, and in particular by mortgage or by the issue of Debentures or Debenture stock, whether perpetual or otherwise, and charged or not charged upon the whole or any part of the property of the Company, both present and future, including its uncalled Capital.
- (p) To give up or relinquish any part of the business of the Company.
- (q) To remunerate any parties for the services rendered, or to be rendered, in placing or assisting to place any Debentures, Debenture Stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (r) To establish agencies, branches, depots, offices, and other organisations in any part of the world, for any of the purposes of the Company, and with power for the revoking, altering, or removing of the same.
- (s) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with, all or any part of the property and rights of the Company.
- (t) To do all such things as are incidental or may be 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 £10,000, divided into 1,000 Ordinary Shares of £10 each. The Company has power from time to time to increase its Capital and to issue any shares in the original or increased Capital as ordinary or preference shares.



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

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER.
<i>Thomas Sails Forster</i> <i>13 St Lukes Terrace Sunderland Forge Master</i>	<i>one</i>
<i>Frances Forster Wife of the said T S Forster.</i> <i>13 St Lukes Terrace Sunderland</i>	<i>one</i>
<i>John Thomas Forster</i> <i>13 St Lukes Terrace Sunderland Forge Manager</i>	<i>one.</i>
<i>Frederick Forster</i> <i>13 St Lukes Terrace Sunderland Clerk</i>	<i>one</i>
<i>John Terry 7 St Lukes Terrace</i> <i>Sunderland. Foreman at Forge.</i>	<i>one</i>
<i>Ellen Humnam wife of John Humnam</i> <i>30 Close Street Sunderland.</i>	<i>one.</i>
<i>Mary Elizabeth Terry wife of the said John Terry.</i> <i>7 St Lukes Terrace Sunderland</i>	<i>one.</i>

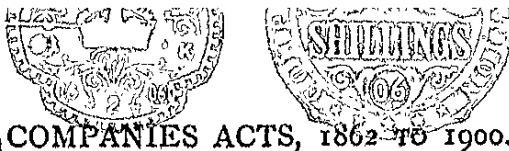
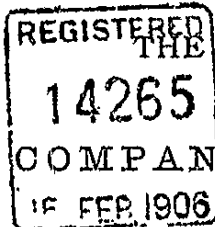
Dated the 14<sup>th</sup> day of February 1906.

Witness to all the above Signatures—

*John G. Marshall*

*Solicitor*

*Sunderland*



✓  
159-8

# Articles of Association OF T. S. FORSTER & SONS, LIMITED

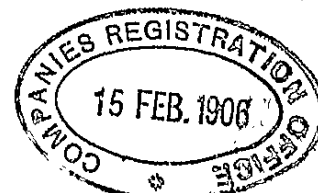
## PRELIMINARY.

1. The Regulations contained in the Table marked "A," in the First Schedule to the Companies Act, 1862, shall not apply to the Company.
2. The first business of the Company shall be to acquire the business and undertaking of Thomas Sailes Forster referred to in the Memorandum of Association.
3. The Directors shall not employ the funds of the Company, or any part thereof, in the purchase of Shares of the Company.

## SHARES AND CERTIFICATES.

4. The Shares shall be under the control of the Directors and shall first be offered to the Permanent Director and afterwards they may allot and dispose of the same to such persons, on such terms, and in such manner as they think fit.
5. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity, or equitable claim to or interest in such Share, whether or not it shall have express or other notice thereof.
6. If several persons are registered as the joint holders of any Share, any one of such persons may give effectual receipts for any moneys payable in respect of such Share.
7. Every Member shall be entitled without payment to one Certificate under the Common Seal of the Company, signed by two Directors and the Secretary, specifying the Share or Shares held by him, with the respective numbers thereof and the amount paid up thereon.

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8. If any Certificate be worn out or lost, it may be renewed (on payment of One Shilling,) 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.

9. Where 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.

### CALLS ON SHARES.

10. 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 twenty-one days' notice at least, specifying the time and place for payment, is given 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.

11. A Call may be made payable by instalments.

12. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.

13. If the Call payable in respect of any Share be not paid before or on the day appointed for payment thereof, the holder for the time being of such Share shall be liable to pay interest for the same at the rate of Ten Pounds per centum per annum from the day appointed for the payment thereof to the time of actual payment.

14. No Call upon any Share shall exceed one quarter of the nominal amount of such Share, nor be made payable within two months after the last preceding Call was payable.

15. The joint holders of a Share shall be severally as well as jointly liable in respect of all payments which ought to be made in respect of such Share.

### TRANSFER AND TRANSMISSION OF SHARES.

(16.) The following provisions shall have effect :—

- (a) No Share shall, save as provided by paragraph (h) of this clause, be transferred to a person who is not a Member of the Company so long as any Member is willing to purchase the same at the fair value.
- (b) If the Transferor cannot find a Member willing to take a transfer, then in order to ascertain whether any Member is willing to purchase

a Share, the person, whether a Member of the Company or not, proposing to transfer the same (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member at the fair value. The transfer notice may include several Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

- (c) If the Company shall within the space of twenty eight days after being served with such notice find a Member willing to purchase the Share (hereinafter called "the purchasing Member"), and shall give notice thereof to the retiring Member, he shall be bound, upon payment of the fair value, to transfer the Share to the purchasing Member.
- (d) In case any difference arises between the proposing transferor and the purchasing Member as to the fair value of a Share, the fair value thereof shall be deemed to be the amount which the Auditor of the Company shall certify to be in his opinion the fair value thereof, and such Auditor shall upon payment of a fee of ten shillings be bound so to certify on the request of either party, and this provision is not to be regarded as a submission to arbitration.
- (e) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the Share, the Company may receive the purchase money and shall thereupon cause the name of the purchasing Member to be entered in the Register as the holder of the Share, and shall hold the purchase-money in trust for the proposing transferor. The receipt of the Company for the purchase-money shall be a good discharge for the purchasing Member, and after his name has been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (f) If the Company shall not, within the space of twenty-eight days after being served with the Transfer Notice, find a Member willing to purchase the Shares, and give notice thereof in manner aforesaid, the proposing Transferor shall, at any time within three calendar months afterwards, be at liberty, subject to paragraph (i) of this clause, to sell and transfer the Shares (or those not placed) to any person and at any price.
- (g) The Company in general meeting may make and, from time to time, vary rules as to the mode in which any Shares specified in any

notice served on the Company, pursuant to paragraph (b) of this clause, shall be offered to Members, and as to their rights in regard to the purchase thereof, and in particular may give any Members, or class of Members, a preferential right to purchase the same. Until otherwise determined, such Shares shall be offered to the Members in proportion to their respective holding, and if there are any which might thus be offered without fraction, such Shares shall be offered to the Members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn under the direction of the Directors.

(h) Any Share may be transferred by a Member to any son, daughter, son-in-law, daughter-in-law, or wife, or husband of such Member, and any Share of a deceased Member may be transferred by his executors or administrators to any son, daughter, son-in-law, daughter-in-law, widow, or widower of such deceased Member to whom such deceased Member may have specifically bequeathed the same, and Shares standing in the names of the trustees of the will of any deceased Members may be transferred upon any change of trustees to the trustees for the time being of such will, and paragraph (a) of this clause shall not apply to any such transfer.

(i) The Directors may refuse to register any transfer of a Share : (a) when the Company has a lien on the Share ; (b) where it is not proved to their satisfaction that the proposed transferee is a responsible person ; (c) where the Directors are of an opinion that the proposed transferee is not a desirable person to admit to membership. But subdivisions (b) and (c) of this paragraph shall not apply where the proposed transferee is already a Member holding more than £100 of the nominal capital, nor to a transfer made pursuant to paragraph (h) of this clause.

17. The instrument of transfer of any Share in the Company shall be in writing, and shall be executed both by the transferor and the 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.

18. Shares in the Company may be transferred in the usual common form, or in the following form, or as near thereto as circumstances will permit.

I, <i>A.B.</i> , of	in consideration of the
sum of	pounds, paid to me by <i>C.D.</i> ,
of	, do hereby transfer to the said <i>C.D.</i>
the Share (or Shares) numbered	standing in my
name in the books of "T. S. FORSTER & SONS, LIMITED," to	

hold unto the said C.D., 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 C.D., do hereby agree to take the said Share or Shares subject to the same conditions.

As witness our hands the                      day of                      , 19   .

19. A Fee not exceeding Two Shillings and Sixpence may be charged for each transfer.

20. Every instrument of transfer shall be left at the Office for registration and the Certificate of the Shares expressed to be transferred shall be produced, and such other evidence given as the Directors may require to show the right of the transferor to make the transfer.

21. The transfer books shall be closed during the fourteen days immediately preceding the Ordinary General Meeting in each year, and no transfer shall be made or registered during that time.

22. If any Shareholder to whom Shares have been allotted or transferred while he was a customer or employée of the Company, shall cease to be a customer or employée, then the Directors may require him to transfer his Shares to any nominee of theirs, at a price not less than the best market price then obtainable, to be fixed by the Auditor in case of difference.

23. On the death of any Member, being one of the several joint holders of Shares, the survivor or survivors of such joint holders shall be the only persons recognised by the Company as having any title to such Shares ; and upon the death of any Member holding Shares alone, the executors or administrators of such last-mentioned deceased Member shall be the only persons recognised by the Company as having any title to such Shares.

24. Any person becoming entitled to a Share in consequence of the death, bankruptcy, or insolvency of any Member (herein referred to as a person entitled by transmission) shall within three months of becoming entitled produce to the Company such evidence as may be reasonably required by the Directors to prove his title, and declare in writing his election either to be himself registered as a Member of the Company, or to have some other person named by him registered as the transferee of such Share.

25. If any person entitled to any Share by transmission shall give the required proof of his title, and shall declare his election to be himself registered as a Member of the Company, the Directors may forthwith place his name upon the Register in respect of the said Share ; and if such person as aforesaid shall give the required proof, and nominate some other person to

be registered, the person so nominating and the person so nominated, shall respectively, as transferor and transferee, execute an instrument of transfer, and the name of the transferee may forthwith be placed upon the Register in respect of the said Share.

26. The Directors shall have the same right to refuse to register the person entitled to any Shares by reason of the death, bankruptcy, insolvency, lunacy, or infancy of any Member or his nominee as if he were the transferee named in an ordinary transfer presented for registration.

#### EXPULSION.

27. If the Board of Directors shall unanimously resolve that it is hurtful to the Company that any particular Shareholder should continue to be a Member thereof, then such Shareholder shall, within one month from his receiving notice of such resolution, transfer his Shares to the nominee of the Directors, at a price to be fixed in the manner provided by Article 22 and in the meantime all the Shareholder's rights and privileges except the right to receive dividends and bonuses shall be in abeyance.

#### FORFEITURE AND LIEN.

28. If any Member fail to pay any Call on the day appointed for payment thereof, the Directors may at any time thereafter, during such time as the Call remains unpaid, serve a notice on him requiring him to pay such Call together with interest accrued and any expenses incurred by reason of such nonpayment.

29. The notice shall name a further day on or before which such Call, and all interest accrued and expenses incurred by reason of such nonpayment, are to be paid. It shall also name the place where payment is to be made (the place so named being either the Registered Office of the Company or some other place at which Calls of the Company are usually made payable). The notice shall also state that, in the event of nonpayment at or before the time and at the place appointed, the Shares in respect of which such Call was made will be liable to be forfeited.

30. 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, interest, and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

31. 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 think fit ; or the Directors may, at any time before such Share is disposed of, annul the forfeiture upon such terms as they may approve.

32. When any Share shall have been forfeited, an entry shall forthwith be made in the Register of Members of the Company stating the forfeiture and the date thereof, and so soon as the Share so forfeited shall have been disposed of an entry shall also be made of the manner and date of disposal thereof.

33. The Company shall have a first and paramount lien for all debts, obligations, and liabilities of any Member of the Company upon all Shares held by such Member, whether alone or jointly with other persons, and upon all Dividends and Bonuses which may be declared in respect of such Shares. Provided always that if the Company shall register or agree to register a transfer of any Shares upon which it has such a lien as aforesaid without giving to the Transferee notice of its claim, the said Shares shall be freed and discharged from the lien of the Company.

34. The Directors may serve upon any Member who is indebted or under obligation to the Company a notice requiring him to pay the amount due to the Company, or satisfy the said obligation, and stating that if payment is not made or the said obligation is not satisfied within a time (not being less than fourteen days) specified in such notice, the Shares held by such Member will be liable to be sold, and if such Member shall not comply with such notice within the time aforesaid the Directors may sell such Shares without further notice.

35. Upon any sale being made by the Directors of any Shares to satisfy the lien of the Company thereon, the proceeds shall be applied—first, in the payment of all costs of such sale ; next, in satisfaction of the debts or obligation of the Member to the Company ; and the residue (if any) shall be paid to the Member or as he shall direct.

36. An entry in the Minute Book of the Company of the forfeiture of any Share, or that any Share has been sold to satisfy a lien of the Company, shall be sufficient evidence, as against all persons entitled to such Share, that the said Share was properly forfeited or sold, and such entry, and the receipt of the Company for the price of such Share shall constitute a good title to such Share, and the name of the purchaser shall be entered in the Register as a Member of the Company, and he shall be entitled to a Certificate of Title to the Shares, and shall not be bound to see to the application of the purchase money. The remedy of the former holder of such Shares, and of any person claiming under or through him, shall be against the Company, and in damages only.



### SURRENDER OF SHARES.

37. Any Member may make, and the Company may accept, a surrender of his Shares or any of them upon any terms which may be mutually agreed between such Member and the Directors; in particular, when the Capital of the Company is divided or about to be divided into Shares of different classes, Shares of any class may be surrendered for the purpose of being exchanged for Shares of another class upon such terms as may be agreed: Provided always that the Capital of the Company shall not be reduced otherwise than in accordance with the provisions of the Statutes.

### INCREASE OF CAPITAL.

38. The Directors may, with the sanction of a Special Resolution of the Company previously given in General Meeting, increase its Capital by the issue of new Shares, subject to the provisions in the Memorandum of Association, such aggregate interest to be of such amount and to be divided into Shares of such respective amounts as the Company in General Meeting directs, or, if no direction is given, as the Directors think expedient.

39. 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.

40. Any Capital raised by the creation of new Shares shall, unless otherwise provided by the conditions of issue, be considered as part of the original Capital, and shall be subject to the same provisions with reference to the payment of Calls and the forfeiture of Shares on non-payment of Calls, transfer and transmission of Shares, lien or otherwise, as if it had been part of the original Capital.

### REDUCTION OF CAPITAL.

41. The Company may from time to time by Special Resolution reduce its Capital in any manner allowed by law.

### GENERAL MEETINGS.

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

43. Subsequent General Meetings shall be held once in each year in the month of March or April, at such time and place as may be determined by the Directors.

44. The above-mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary.

45. The Directors or any two of them may whenever they think fit, and they shall upon a requisition made in writing by Members together holding not less than two-fifths of the issued capital of the Company, convene an Extraordinary General Meeting of the Company.

46. Any requisition made by the Members shall be signed by them, and shall express the object of the Meeting proposed to be called, and shall be left at the registered Office of the Company.

47. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting. If they do not proceed to convene the same to be held within twenty eight days from the date of the deposit of the requisition, the requisitionists, or any other Members holding the required amount of Capital, may themselves convene an Extraordinary General Meeting.

48. In the case of an Extraordinary Meeting called in pursuance of a requisition, the notice shall state the objects which are mentioned in the requisition, and, unless such Meeting is called by the Directors, no business other than that expressed in the requisition, and of which notice has been, given, shall be transacted.

#### PROCEEDINGS AT GENERAL MEETINGS.

49. Seven days' notice at the least, specifying the place, the day, and the hour of meeting, and in case of special business the general nature of such business, shall be given to the Members entitled to vote in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Company in General Meeting ; but the accidental omission to give notice to any Member, or the non-receipt by any Member of such notice, shall not invalidate the proceedings at any General Meeting.

50. The business of an Ordinary Meeting shall be to receive and consider the accounts, balance sheets, and the reports of the Directors and Auditors, to elect Directors in place of those retiring, to fill vacancies, to elect Auditors, and to sanction a Dividend. All other business transacted at an Ordinary Meeting, and all business transacted at an Extraordinary Meeting, shall be deemed special.

51. No business shall be transacted at any General Meeting, except the declaration of a Dividend, unless a quorum of Members is present at the time when the Meeting proceeds to business ; and such quorum shall consist of

not less than five Members personally present, and holding or representing by proxy not less than one-tenth of the issued Capital of the Company.

52. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting if convened upon the requisition of Members, shall be dissolved. 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 deemed to be a quorum, and may do all business which a full quorum might have done.

53. The Chairman of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there is no such Chairman, or if at any Meeting he is not present within fifteen minutes after the time appointed for holding the Meeting, the Members present shall choose one of the Directors present to be Chairman ; or if no Director shall be present and willing to take the chair, the Members present shall choose some one of their number to be Chairman.

54. The Chairman may, with the consent of the Meeting, adjourn any Meeting from time to time and from place to place ; but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

55. At any General Meeting every question shall be decided in the first instance by a show of hands, and, unless a poll be demanded by at least five Members, a declaration by the Chairman that a resolution has been carried or not carried, or carried 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.

56. If a poll is demanded by five or more Members, it shall be taken in such a manner as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting. In the case of an equality of votes at any General Meeting, whether upon a show of hands or at a poll, the Chairman shall be entitled to a second or casting vote.

57. A poll may be demanded upon the election of a Chairman or upon a question of adjournment, but such a poll shall be taken forthwith, without adjournment. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

58. Any Member entitled to vote may bring any special business before any General Meeting, provided only four clear days' notice at least of such special business be given by him in the usual manner at his own expense.

59. The Directors may in their absolute discretion refuse to discuss any business or answer any questions that might, in their judgment, tend to disclose any trade secrets or prejudice the business of the Company.

### VOTES OF MEMBERS.

60. Every Member shall have one vote for every Five Shares held by him.

61. If two or more persons are jointly entitled to a Share or Shares, the Member whose name stands first in the Register of Members as one of the holders of such Share or Shares, and no other, shall be entitled to vote in respect of the same. Where there are two or more executors or administrators of a deceased Member they shall be deemed to be joint holders for the purposes hereof of the Shares registered in the name of such deceased Member.

62. No Member shall be entitled to vote at any General Meeting unless all Calls due from him have been paid, and no Member shall be entitled to vote in respect of any Share that he has acquired by transfer at any Meeting held after the expiration of three months from the registration of the Company, unless he has been possessed of the Share in respect of which he claims to vote for at least three months previously to the time of holding the Meeting at which he proposes to vote.

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

64. 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, and shall be attested by one or more witness or witnesses. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote.

65. The instrument appointing a proxy shall be deposited at the Registered Office of the Company not less than forty-eight hours before the time for holding the Meeting at which the person named in such instrument proposes to vote.

66. Any instrument appointing a proxy shall, as near as circumstances will admit, be in the following form:—

"T. S. FORSTER & SONS, LIMITED."

"I, \_\_\_\_\_, of \_\_\_\_\_, being a Member of  
 "in the County of \_\_\_\_\_, of \_\_\_\_\_, being a Member of  
 "T. S. FORSTER & SONS, LIMITED, and entitled to \_\_\_\_\_ vote  
 "[or votes], hereby appoint \_\_\_\_\_, of \_\_\_\_\_, as my  
 "or failing him, \_\_\_\_\_, of \_\_\_\_\_, as my  
 "proxy, to vote for me and on my behalf at the Ordinary [or Extra-  
 "ordinary as the case may be] General Meeting of the Company to be  
 "held on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
 "and at any adjournment thereof.  
 "As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_."

## DIRECTORS.

67. The number of the Directors shall not be less than two or more than five.

68. The said Thomas Sailes Forster, John Thomas Forster, Frederick Forster, and John Ferry shall be the first Directors of the Company.

69. The said Thomas Sailes Forster shall, whilst holding a special qualification as herein defined, be entitled to be a Director of the Company, and whilst so holding office shall be termed a Permanent Director, and shall be entitled to remuneration for his services, and if he ceases to hold such qualification he may continue in office as an Ordinary Director until the next ordinary meeting after he shall have ceased to hold such qualification.

70. The Permanent Director shall have authority to exercise all the powers, authorities, and discretions by these presents expressed to be vested in the Directors generally, and all the other Directors, (if any) for the time being of the Company shall be under his control, and shall be bound to conform to his directions in regard to the Company's business. And the Permanent Director, so long as he has the largest holding of shares in the Company in his own name or that of his family, shall, as between the Directors, have paramount authority, and may from time to time and at any time make regulations, general or special, in regard to the conduct of the business by the Directors, and may veto any proposition submitted to or by the Directors, and may prohibit the Directors from entertaining or dealing with any specified matter or class of matters except at a meeting where he was present, or with his consent in writing, or subject to such other conditions as he may impose.

71. The Permanent Director, may from time to time, and at any time, appoint any other persons to be Directors of the Company, and may define, limit and restrict their powers, and may fix their remuneration and duties, and may at any time by writing under his hand, remove any Directors, howsoever appointed.

72. If the Permanent Director resigns, he may, whilst holding a special qualification, appoint, by writing under his hand, any one or two of his sons to be a Director or Directors, and, in like manner, remove him or them respectively; and every son so appointed must be of the age of twenty-one years when appointed, and may continue in office, if not removed as last aforesaid, until the next Ordinary Meeting after the appointor shall have ceased to hold a special qualification, or have died, whichever event shall first happen. The remuneration of any such appointee shall be fixed by the Permanent Director.

73. If the Permanent Director dies in office, the trustees of his will, so long as a special qualification stands in his name or the names of such trustees, may exercise the powers conferred by the last preceding clause hereof, and any son of the Permanent Director who is appointed under this clause may continue in office, if not removed by the said trustees, until the next Ordinary Meeting after the special qualification shall have ceased to stand in the name of the testator, or in the names of his trustees as aforesaid, unless the son so appointed has the special qualification, when he shall remain in office so long as he holds such special qualification.

74. The special qualification hereinbefore referred to shall be the holding of £3,000 at least of the nominal capital.

75. After the Permanent Director shall have gone out of office, the Directors shall have power, from time to time and at any time (subject to paragraph 72 and 73 hereof), to appoint any other and additional persons to be Directors, but so that the total number of Directors shall not at any time exceed five, unless otherwise determined by a General Meeting, and so that no appointment under this clause shall have effect unless a majority of the Directors in the United Kingdom concur therein.

76. The qualification of every Ordinary Director shall be the holding of Shares or Stock of the Company of the nominal value of £100, if in his name alone, or of £150 in the joint names of himself and any other person or persons.

77. The Ordinary Directors shall, except as hereinbefore otherwise provided, be paid out of the funds of the Company by way of remuneration for their services such sums as shall from time to time (subject to paragraph 71 hereof) be determined by the Company in General Meeting, and the same shall be divided among them in such proportions and manner as the Directors by agreement may determine, and in default of such determination, equally.

#### DISQUALIFICATION OF DIRECTORS.

78. The office of a Director shall be vacated—

- (a) If being a servant of the Company he shall leave that service, except with the special resolution of the Board of Directors.
- (b) If he become bankrupt, or make an assignment of his property for the benefit of his creditors.
- (c) If he become of unsound mind or be found a lunatic.
- (d) If he be convicted of an indictable offence.

- (e) If he cease to hold the necessary qualification, or do not acquire the same within three months after election or appointment.
- (f) If he absent himself from the Meetings of Directors for a period of six months without special leave of absence from the other Directors.
- (g) If he give the Company notice in writing that he resigns his office.
- (h) If dismissed by the resolution of a General Meeting.

But a Director shall not be disqualified by his office from entering into contracts, arrangements, or dealings with the Company; nor shall any contract, arrangement, or dealings with the Company be avoided, nor shall a Director be liable to account to the Company for any profit arising out of any contract, arrangement, or dealing with the Company by reason of such Director being a party to or interested in or deriving profit from any such contract, arrangement, or dealing, and being at the same time a Director of the Company: provided that such Director discloses to the Board at or before the time when such contract, arrangement, or dealing is determined upon his interest therein, or, if his interest is subsequently acquired, provided that he, on the first occasion possible, discloses to the Board the fact that he has acquired such interest. But no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested, or upon any matter arising thereout.

79. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number of Directors shall be less than the minimum number specified above, they shall do no act other than appointing a Director or Directors or calling a General Meeting of the Company until the number of Directors has been made up to the said minimum.

#### ROTATION OF DIRECTORS.

80. The following provisions shall have effect only after the Permanent Director shall have ceased to hold office:—

- (a) At each Ordinary Meeting two of the Directors shall retire from office. A retiring Director shall retain office until the dissolution or adjournment of the Meeting at which his successor is elected.
- (b) The two Directors to retire on the first occasion shall, unless the Directors agree among themselves, be determined by lot, but in every subsequent year the two Directors to retire shall be those who have been longest in office. As between two or more who have been in office an equal length of time, the Director or Directors 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.

- (c) 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, and without notice in that behalf may fill up any other vacancies.
- (d) If at any General Meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up, the retiring 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 year to year until their places are filled up, unless it shall be determined at such Meeting to reduce the number of Directors.
- (e) 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.
- (f) The Company may by extraordinary resolution remove any Director before the expiration of his period of office, and may by ordinary resolution 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.
- (g) 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 seven clear days before the meeting left at the office of the Company a notice in writing under his hand signifying his candidature for the office or the intention of such Member to propose him.
- (h) The Directors after the retirement or decease of the said Thomas Sailes Forster, 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 is or they are to hold 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.
- (i) 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.

- (j) The remuneration of a Managing Director shall from time to time be fixed by the Directors or by the Company in General Meeting, and may be by way of salary or commission or participation in profits, or by any or all of these modes.
- (k) 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.

#### PROCEEDINGS OF DIRECTORS.

81. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their Meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may at any time summon a Meeting of the Directors.

82. The Directors may at any time after the first Chairman has ceased to hold office, 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 he is not present at the time appointed, the Directors present shall choose one of their number to be Chairman of such Meeting.

83. All acts done by any Meeting of the 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 had been duly appointed and was qualified to be a Director.

84. The Directors may award special remuneration out of the funds of the Company to any Director undertaking any work additional to that usually required of Directors of a Company similar to this.

#### THE SEAL.

85. 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.

86. The Seal shall never be affixed to any document except by the express authority of a resolution of the Board of Directors, or of a Committee of Directors empowered thereto, and in the presence of at least two Directors, who shall affix their signatures to every document so sealed.

87. The total indebtedness of the Company to Creditors other than debenture holders shall at no time exceed its nominal capital.

#### DIVIDENDS.

88. Subject to the rights of the holders of any Shares entitled to any priority, preference, or special privilege, and subject also to the provisions for establishing and keeping on foot a Reserve Fund hereinafter contained, the net profits of the Company shall be divisible by way of Dividend among the Members in proportion to the amount paid up by them respectively on their Shares.

89. 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, and the Company shall declare the Dividend to be paid, but such Dividend shall not exceed the amount recommended by the Directors.

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

91. The Directors may from time to time pay to the Members such interim Dividend as appears to the Directors to be justified by the profits of the Company.

92. 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.

93. Notice of any Dividend that may have been declared shall be given to each Member in the manner in which notices are given to the Members.

94. 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.

95. No Dividend shall bear interest as against the Company.

#### RESERVE FUND.

96. The Directors may in each year before recommending any ordinary Dividend or any Bonus, set aside out of the net profits a sum not exceeding £5 per cent. on the paid up Capital of the Company towards a Depreciation and Reserve or Sinking Fund unless and until such fund shall be closed under Article 99.

97. All premiums received on any further issue of Shares shall be paid into the Reserve Fund until the same shall be closed and thereafter shall be applied as the Company in General Meeting shall determine.

98. The Directors shall invest the Reserve Fund upon such securities as they may select, provided that no such securities shall be speculative or not readily realised within six months or bearing interest at a higher rate than £6 per cent. per annum. But they may invest the Reserve Fund in the securities of the Company or in the business of the Company.

99. Whenever the Reserve or Sinking Fund shall equal one fourth the paid up Capital for the time being of the Company and so long as it shall not fall below that amount, it shall be and remain closed, and no further appropriation shall be made to it and all income arising from it shall be treated as if ordinary income.

100. The Reserve Fund shall be applied at the discretion of the Directors in meeting any unexpected losses or any depreciation in any property or securities held by the Company, or as a Sinking Fund to pay off the Debentures.

#### ACCOUNTS.

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

- (a) Of the assets of the Company ;
- (b) Of the sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure take place ;
- (c) Of the credits and liabilities of the Company.

102. The Books of Account shall be kept at the Registered Office of the Company, or such other place as the Directors may determine. 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 may direct that any person or persons shall have a right to inspect and make extracts from any books of the Company.

103. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure for the past year, made up to a date not more than three months before such Meeting.

104. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the Meeting; and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year the whole amount of such item shall be stated, with a statement of what portion of such expenditure is charged against the income of the year.

105. A balance sheet shall be laid before the Company at the Ordinary General Meeting in every year, 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, and as to the amount (if any) which they propose to set aside as a Reserve Fund.

#### AUDIT.

106. 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 one or more Auditor or Auditors.

107. The first Auditors shall be Messrs. W. B. Peat & Co., of Middlesbro' Chartered Accountants. Subsequent Auditors shall be appointed by the Company in General Meeting.

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

109. The Auditors may be Members of the Company, but no person is eligible as an Auditor who is interested otherwise than as a Member in any transaction of the Company; and no Director or other officer of the Company is eligible during his continuance in office.

110. The election of Auditors shall be made by the Company at the Ordinary Meeting in each year.

111. The remuneration of the first Auditor shall be fixed by the Permanent Director; that of subsequent Auditors shall be fixed by the Company in General Meeting.

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

113. If any casual vacancy occurs in the office of any Auditor appointed by the Company, the Directors shall forthwith fill it up.

114. 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 by the Company for his services.

115. Every Auditor shall be supplied with a copy of the balance sheet and statement at least fourteen days before the Meeting to which they are intended to be submitted, and it shall be his duty to examine the same, with the accounts and vouchers relating thereto.

116. Every Auditor shall have a list delivered to him of all books kept by the Company, and shall at all reasonable times have access to the books and accounts of the Company. He may, at the expense of the Company, employ accountants or other persons to assist him in investigating such accounts, and he may, in relation to such accounts, examine the Directors or any other officer of the Company.

117. The Auditors shall at the General Meeting at which the balance sheet and statement are submitted make a report to the Company thereon.

#### NOTICES.

118. Copies of all notices shall be put up at once and kept displayed in some conspicuous place in the office of the Company.

119. A notice may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address.

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

121. All notices duly served shall be deemed to have been given not only to the Member himself but to any person entitled by transfer or transmission to become a registered Shareholder in his stead.

#### ARBITRATION.

122. 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 of the Companies Acts, or any of them, such difference shall, if the Company so require 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, and no action shall lie except to enforce the award.

#### WINDING UP.

123. No resolution to wind up the Company shall be proposed without the previous sanction of the Board of Directors, unless the object of the winding-up is to abandon business.

124. If the Company shall be wound up, the surplus assets shall be applied first in repaying to the Members the amount paid up 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. If the surplus assets shall be more than sufficient to repay to the Members the whole amount paid up on their Shares, the balance shall be distributed among the Members in proportion to the amount actually paid up upon their Shares respectively.

125. If at any time any scheme for the reconstruction of the Company, or for any sale or arrangement in pursuance of Section 161 of the Companies Act,

1862, shall be proposed, and the Capital of the Company shall at such time be divided into Shares of various classes, such scheme shall be submitted to separate Meetings of the holders of Shares of each class respectively, and if sanctioned by an Extraordinary Resolution of the holders of each class of Shares, the same shall be binding on all the Members of the Company as regards all the provisions of the said scheme, including the manner in which the Shares or policies received are to be distributed.

126. If at any time a sale or arrangement shall be made or proposed in pursuance of Section 161 of The Companies Act, 1862, the purchase money to be paid for the interest of any dissentient Member shall be such sum of money as the liquidator can obtain by selling the Shares, Stock, or other property to which such dissentient Member would have been entitled upon the completion of the sale or arrangement, had he not expressed his dissent.

127. With the sanction of an Extraordinary Resolution of the Shareholders, any part of the assets of the Company may be divided between the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved.

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NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

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Thomas Stiles Forster 13, St. Luke's Terrace, Sunderland Forge Master

Frances Forster Wife of the said T. Forster 13 St. Luke's Terrace Sunderland

John Thomas Forster 13 St. Luke's Terrace Sunderland Forge Manager

Frederick Forster 13 St. Luke's Terrace Sunderland Clerk.

John Ferry. 7 St. Luke's Terrace Sunderland Foreman at Forge.

Ellen Hunnam wife of John Hunnam

30 Close Street Sunderland.

Mary Elizabeth Ferry wife of the said John Ferry.

7 St. Luke's Terrace Sunderland.

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Dated the 14<sup>th</sup> day of February, 1906.

Witness to the above Signatures—

John G. Marshall

Solicitor

Sunderland



DUPLICATE FOR THE FILE.

No.



# Certificate of Incorporation

I Hereby Certify, That the  
*M. S. Forster & Sons Limited*

is this day Incorporated under the Companies' Acts, 1862 to 1900, and that the Company is  
**Limited.**

Given under my hand at London this *Fifteenth* day of *February*  
One Thousand Nine Hundred and *Six*.

Fees and Deed Stamps £ *8.2.6*

Stamp Duty on Capital £ *25.0.0*

*H. F. Jarrett*  
Registrar of Joint Stock Companies.

Certificate received by

*Wm. Jones*  
*Clerk to Johnson Weatherall & Co*  
*50, Abchurch Lane*  
*Temple*

Date *19 February 1906*